

**TOPEKA DEVELOPMENT CORPORATION
BOARD OF DIRECTORS
MEETING AGENDA
January 14, 2025 – 5:15 p.m. to 6:00 p.m.
City Council Chambers
214 SE 8th Street, 2nd Floor, Topeka, Kansas**

Board of Directors:

Michael A. Padilla, President
Neil Dobler, Vice President
Karen A. Hiller, Secretary
Michelle Hoferer, Treasurer
Christina Valdivia-Alcala, Director

Sylvia E. Ortiz, Director
David Banks, Director
Brett D. Kell, Director
Marcus D.L. Miller, Director
Spencer Duncan, Director

Addressing the Board of Directors: Public comment for the meeting will be available In-person or via Zoom. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 4:00 p.m. on the meeting date 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/>. If you do not have access to a viewing option, please contact the City Clerk at 785-368-3940 or email cclerk@topeka.org to make arrangements for an in person location.

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 meeting date.

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 in the City Clerk's Office, 215 SE 7th Street, Room 012B, Topeka, Kansas, 66603 or on the City's website at <https://topekadevelopmentcorporation.com/>.

1. **CALL TO ORDER:**
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL of December 10, 2024 meeting minutes.**
5. **APPROVAL of an additional funding request in the amount of \$142,338 for operations and maintenance of Hotel Topeka contingent upon Governing Body approval of the transfer of the funds to the Topeka Development Corporation.**

(Approval of an additional operational funds from the General Fund (Hotel Non-Departmental Expense) to operate and maintain Hotel Topeka.)

6. **APPROVAL of an additional funding request in the amount of \$32,191.55 for service elevator repair at Hotel Topeka contingent upon Governing Body approval of the transfer of the funds to the Topeka Development Corporation.**

(Approval of an additional operational funds from the General Fund (Hotel Non-Departmental Expense) to operate and maintain Hotel Topeka.)

7. **EXECUTIVE SESSION:**

(The Board will recess into Executive Session to discuss financial affairs or trade secrets of a corporation pursuant to K.S.A. 75-4319(b)(4).)

8. **OTHER NEW BUSINESS:**

9. **PUBLIC COMMENT:**

Public comment for the meeting will be available In-person or via Zoom. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 4:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. Written public comment may also be considered to the extent it is submitted at the meeting or personally to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

10. **ADJOURNMENT**

Topeka Development Corporation
Board of Directors

ITEM 4: December 10, 2024, Meeting Minutes

Date: January 14, 2025

Contact Person: Brenda Younger, Assistance Board Secretary

**Topeka Development Corporation Board of Directors Meeting Minutes
December 10, 2024**

The Topeka Development Corporation (TDC) Board of Directors met at 5:00 p.m. with the following Board of Directors present: Karen Hiller, Christina Valdivia-Alcala, Sylvia Ortiz, David Banks, Brett Kell, Marcus Miller, Neil Dobler and Spencer Duncan -8. Board President Michael Padilla presided -1. Absent: Director Michelle Hoferer -1.

Public comment for the meeting was available via Zoom or in-person. Individuals were required to contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 4:00 p.m. on December 10, 2024, after which the City Clerk's Office provided the Zoom link information and protocols prior to the meeting start time. Written public comment was also considered to the extent it was 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 December 10, 2024.

APPROVAL of the October 1, 2024 Minutes.

Board Vice President Dobler moved to approve the minutes. The motion seconded by Director Kell carried unanimously on roll call vote. (9-0-0)

Director Hoferer entered the room.

ADOPTION of the 2025 Operating budget for Hotel Topeka.

Braxton Copley, Project Manager, providing an overview of the proposed budget reflecting a net loss of \$869,000.

Director Hiller inquired on the odds of selling the hotel before the end of 2025.

Director Banks stated he received negative feedback from a Hotel Topeka employee and asked how these types of issues are being addressed.

Board Vice President Dobler asked if the City has contacted Shawnee County concerning their plans for the Manor Conference Center.

Project Manager Copley stated he was cautiously optimistic they could market and sell the hotel by the end of 2025 if appropriate incentives were offered. He requested that all Hotel Topeka employee concerns be forwarded to him so he can address it with the appropriate Hotel Topeka Management Staff.

Dr. Robert M. Perez, City Manager, reported the City of Topeka has made meeting requests with Shawnee County with no success; however, he could provide more details about the subject matter in executive session.

Director Dobler stated he would support the request because Hotel Topeka must have a budget. He stressed the importance of working with Shawnee County to understand their plans for the Manor Conference Center.

Director Ortiz inquired if Hotel Topeka representatives have contacted the Washburn University Athletic Department and area hospitals to promote the hotel facilities.

Project Manager Copley reported Hotel Topeka in collaboration with Washburn University recently hosted a Halloween event at the hotel; however, he would encourage them to reach out for additional event partnerships. He stated he would have Hotel Topeka contact the hospitals to inquire on the housing needs of the traveling nurse program.

Director Kell requested the Storm-Vail Event Center management team be included in conversations about the Hotel Topeka and the Manor Conference Center.

Director Duncan stated they will need Shawnee County to come to the table to help them find a resolution to the Manor Conference Center issue in order to sell the hotel in 2025.

Director Hiller reported she had a positive conversation with a Shawnee County representative in the past two days about finding a resolution.

Director Duncan moved to approve the budget. The motion seconded by Board Vice President Dobler carried. Directors Valdivia-Alcala, Ortiz and Banks voted “no.” (7-3-0)

APPROVAL of an additional funding request in the amount of \$72,343.54 for operations and maintenance of Hotel Topeka contingent upon Governing Body approval of the transfer of the funds to the Topeka Development Corporation.

Braxton Copley, Project Manager, provided an overview of recent expenses and reported the current operational fund balance would be \$0.00 if the additional \$72,343.54 was approved. He stated a TDC Board meeting would need to be scheduled if additional funding requests are received by the City.

Director Duncan spoke in support of the funding request because of contractual obligations. He noted the Governing Body could approve funding requests prior to the Board if necessary.

Director Duncan moved to approve an additional funding request in the amount of \$72,343.54 for operations and maintenance of Hotel Topeka contingent upon Governing Body approval of the transfer of the funds to the Topeka Development Corporation. The motion seconded by Board Vice President Dobler carried. Directors Valdivia-Alcala, Ortiz and Banks. (7-3-0)

Director Miller moved to recess into executive session for a time period not to exceed 40 minutes to discuss data relating to financial affairs or trade secrets of one or more corporations as allowed under K.S.A. 75-4319(b)(4). The open meeting will resume in the City Council Chambers. The following individuals will be necessary to assist the Board in its deliberations, City Manager

Perez, Assistant City Manager Copley, and any other individuals the TDC Board finds useful. The motion was seconded by Director Kell.

Board President Padilla asked all those in favor of recessing into executive session to indicate so by verbally saying “yea” and those opposing to indicate so verbally by saying “no.” The motion carried unanimously on voice vote. (10-0-0)

At the conclusion of the executive session, the meeting reconvened into open session and Board President Padilla announced no action was taken during the executive session.

NO FURTHER BUSINESS appearing the meeting adjourned at 5:58 p.m.

DRAFT

Topeka Development Corporation
Board of Directors

ITEM 5: Additional Funding Request

Date: January 14, 2025

Contact Person: Braxton Copley, Project Manager

Funding request for Hotel Topeka in the amount of \$142,338. Source of funds will be General Fund (Hotel Non-Departmental Expense)

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by City Manager Dr. Robert M. Perez regarding additional
4 funding for site repair and improvements at Hotel Topeka.

5
6 WHEREAS, the Governing Body, after receiving and considering the request for
7 funding from the Topeka Development Corporation (TDC), issued Resolution No. 9549
8 authorizing \$125,662 from the Unauthorized Reserve Fund for site improvements at Hotel
9 Topeka; and

10 WHEREAS, the City has received a request from the TDC for additional funding to
11 cover total cost of the project with the new estimate of \$268,000; and

12 WHEREAS, the Governing Body acknowledges the request for additional funding
13 should be authorized.

14 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
15 CITY OF TOPEKA, KANSAS, that additional funding for site repair and improvements at
16 Hotel Topeka in the amount of \$142,338 from either operating funds or general obligation
17 bonds is hereby authorized.

18 ADOPTED and APPROVED by the Governing Body on _____.

19 CITY OF TOPEKA, KANSAS

20
21
22
23
24 _____
Michael A. Padilla, Mayor

25 ATTEST:

26
27
28
29 _____
30 Brenda Younger, City Clerk

Capital Request Form

Location

Hotel Topeka at City Center

Scope

This is for construction of handicap accessible walkway from Topeka Boulevard to hotel, repairs to the existing sidewalk on the exterior of the building and repairs to the existing loading dock on the north side of the hotel (\$229,578.14 including taxes). An engineering scope and fee of \$15,000 and a contingency fee of 10% (\$22,957.81 including taxes) are included in the estimate.

Proposal #1

Proposal #2

Proposal #3

Date	Vendor	Quote
12/10/2024	Cook, Flatt & Strobel	\$ 267,535.95

Budget Not Budgeted

Actual \$ 267,535.95

If Over Budget Why?

Make sure all proposals at attached

Questions:

- Do they have workers Compensation insurance
- Copy of insurance with our entity additional insured
- What is the warranty on the work performed

Approval:	Wayne Wazlawik	Date
	General Manager	12/12/2024
Approval:		Date
	Regional Director of Operations	
Approval:		Date

Engineer's Estimate

Item	Description	Quantity	Units	Engineer's Estimate	
				Unit Cost	Total Cost
1	Pavement Removal	537	S.Y.	\$ 40.00	\$ 21,480.00
2	4" Concrete Sidewalk, 5' Wide	1,097	S.F.	\$ 20.00	\$ 21,940.00
3	4" Concrete Sidewalk, 6' Wide	2,200	S.F.	\$ 20.00	\$ 44,000.00
4	4" Non-Reinforced Concrete Pavement	148	S.Y.	\$ 100.00	\$ 14,800.00
5	8" Non-Reinforced Concrete Pavement	28	S.Y.	\$ 200.00	\$ 5,600.00
6	8" Asphaltic Concrete Pavement	123	S.Y.	\$ 80.00	\$ 9,840.00
7	6" Asphaltic Concrete Pavement	174	L.S.	\$ 70.00	\$ 12,180.00
8	Combine Curb & Gutter, Type II	110	LIN. FT.	\$ 70.00	\$ 7,700.00
9	Combine Curb & Gutter, Type II (Modified)	58	LIN. FT.	\$ 80.00	\$ 4,640.00
10	Sidewalk Ramp	499	S.F.	\$ 32.00	\$ 15,968.00
11	4" Aggregate Base- Type AB-3	325	S.Y.	\$ 25.00	\$ 8,125.00
12	Earthwork	1	L.S.	\$ 12,500.00	\$ 12,500.00
13	Pavement Markings	1	L.S.	\$ 5,500.00	\$ 5,500.00
14	Pavement Marking Symbol of Accessibility	3	EA.	\$ 600.00	\$ 1,800.00
15	Contractor Construction Staking	1	L.S.	\$ 6,000.00	\$ 6,000.00
16	Seeding, Fertilizing and Mulching	0.3	Ac.	\$ 4,500.00	\$ 1,125.00
17	Clearing & Grubbing	1	L.S.	\$ 2,500.00	\$ 2,500.00
18	Handicapped Parking Signs	3	EA.	\$ 250.00	\$ 750.00
19	Bicycle Rack (For 14 Bikes- Type Approved by City)	14	EA.	\$ 250.00	\$ 3,500.00
20	Erosion Control	1	L.S.	\$ 5,000.00	\$ 5,000.00
21	Traffic/Pedestrian Control	1	L.S.	\$ 5,000.00	\$ 5,000.00
				SUBTOTAL	\$ 209,948.00
				Sales Tax (9.35%)	\$ 19,630.14
				TOTAL	\$ 229,578.14

Engineer's Opinion

Topeka Development Corporation
Board of Directors

ITEM 6: Additional Funding Request (Elevator Repair)

Date: January 14, 2025

Contact Person: Braxton Copley, Project Manager

Funding request in the amount of \$32,191.55 for service elevator repair at Hotel Topeka. Source of funds will be General Fund (Hotel Non-Departmental Expense)

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by City Manager Dr. Robert M. Perez regarding a capital
4 request for service elevator repair at Hotel Topeka.

5
6 WHEREAS, the City has received a request from the Topeka Development
7 Corporation (TDC) for funding service elevator repair; and

8 WHEREAS, the Governing Body acknowledges the request for funding should be
9 authorized.

10 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
11 CITY OF TOPEKA, KANSAS, that funding for the cost to furnish and install a new digital
12 drive for the service elevator at Hotel Topeka in the amount of \$32,191.55 is hereby
13 authorized.

14 ADOPTED and APPROVED by the Governing Body on _____.

15 CITY OF TOPEKA, KANSAS

16
17
18
19
20 _____
Michael A. Padilla, Mayor

21 ATTEST:

22
23
24
25 _____
26 Brenda Younger, City Clerk

Capital Request Form

Location

Hotel Topeka at City Center

Scope

The service elevator is currently inoperable. The current analog drive for this elevator failed and is obsolete. The cost is to furnish and install a new digital drive. There is only one quote because KONE manufactured the elevator.

Proposal #1
Proposal #2
Proposal #3

Date	Vendor	Quote
1/10/2025	KONE	\$ 32,191.55

Budget Not Budgeted

Actual \$ 32,191.55

If Over Budget Why?

Make sure all proposals at attached

Questions:
Do they have workers Compensation insurance
Copy of insurance with our entity additional insured
What is the warranty on the work performed

Approval:	Wayne Wazlawik	Date
	General Manager	1/10/2025
Approval:		Date
	Regional Director of Operations	
Approval:		Date



January 10, 2025

HOTEL TOPEKA
1717 SOUTHWEST TOPEKA BLVD
TOPEKA KS 66603

KONE Inc.
Kansas City
2700 Bi State Drive
Kansas City, MO 64108
Tel 816-531-2140
Fax 816-531-5523
www.kone.com

Subject: Elevator Analog AC Control Drive Replacement-Upgrade w/Software

Property: **Hotel Topeka, Topeka Kansas**

KONE Inc. (KONE) is pleased to offer you (Purchaser) this proposal and contract for the repair service described below.

The price stated in this letter is valid for a period of thirty (30) days from the date of the letter.

1. **Equipment.**
Service Elevator

2. **Description of Work.**

New Digital DC Control Drive

The existing Allen Bradley Analog AC Drive has completely failed and is no longer manufactured and is obsolete. Components, parts are no longer manufactured or supported.

KONE to furnish and install the new Digital AC Drive. Yaskawa 60A.460V

This new drive will increase reliability and performance of the equipment. This drive will reduce downtime.

Components are fully supported and readily available.

Includes, a new Digital DC Drive, new CPU and engineered software for the MiProm controller, encoder, coupler and new drawings.

Work includes:

- Removal of existing Analog Drive wiring and Drive
- Installation and mounting of new Digital Drive
- Mounting and wiring of the Encoder
- Connection of the AC Power wiring and drive
- Connection of the Motor and Control wiring
- CPU Board Replacement to interface with elevator controls
- The installation and programming of new software (includes expediting of software creation)
- Running various test after parameters are setup to ensure proper operation

3. **Price.** The total price to perform the services described above is **\$29,439.00(TWENTY NINE THOUSAND FOUR HUNDREND THIRTY NINE AND 00/100).plus applicable taxes**

4. **Payment Terms.**

KONE will invoice Purchaser for the total price promptly after KONE completes the services described in this letter. Payment is due in net 45 days.

4. **General Terms and Conditions.** Per the terms and This letter and the General Terms and Conditions below form the contract between Purchaser and KONE. This contract is effective on the earlier of (a) the date KONE's authorized representative signs below; or (b) the date KONE begins the services described in this letter. This contract expires automatically when KONE completes its services.

Kind Regards,



Robert Ochalla
Sales Executive

Accepted for KONE INC.

Accepted for PURCHASER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date of Acceptance (Effective Date)

GENERAL TERMS AND CONDITIONS

Hours of Service. Unless expressly provided otherwise in the Agreement, all services will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location in which the services are performed.

Cancellation. Any cancellation or other termination of KONE's services under this contract constitutes a material breach. In such case, Purchaser will pay as a cancellation fee an amount equal the following percentages of the total price or not-to-exceed price: (i) 30% after the date KONE approves the contract; (i) 80% after the date KONE orders materials; and (ii) 100% after the date KONE starts work.

Warranty. KONE warrants the materials and workmanship of the parts delivered under this contract for a period of ninety (90) days from the date services are complete. KONE will in its sole discretion repair or replace any defective part(s) at its material cost. This warranty excludes the price of the labor associated with the repair or replacement of parts, which is the responsibility of Purchaser. KONE is not liable for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work performed by third parties, or any other cause beyond KONE's control or without its fault. This provision provides an express warranty for parts provided under this contract. All parts covered by the

warranty in this contract must be provided by KONE. KONE's warranty becomes null and void when a part is supplied by a third party. Purchaser waives all claims against KONE arising from or related to a part supplied by a third party. Except for this express warranty, KONE disclaims all other warranties of any kind, whether express, implied, statutory or otherwise, to the extent that such other warranties may be disclaimed under applicable law. Purchaser's sole remedy and KONE's sole liability for breach of warranty is repair of existing parts or delivery of conforming parts.

Payment Terms. Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) 1½%; or (ii) the maximum rate permitted by applicable law will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees. If this contract states a total price or a not-to-exceed price to be made in more than one payment, KONE is not obliged to start work until it receives Purchaser's initial payment. If Purchaser fails to make timely payment, any indemnity provided by KONE under this contract is null and void as to any damages that arise during the period of non-payment. Purchaser waives all claims against KONE arising from or related to suspension of services pursuant to this provision.

Risk of Loss. KONE will deliver all parts FOB Purchaser's premises and title to such parts will pass to and vest in Purchaser upon full payment of the total price. If Purchaser pays for any parts in full in advance, title to such parts will pass upon receipt of full payment in advance.

Indemnity. Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of this contract.

Waiver of Consequential Damages and Claims. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of this contract, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered indirect, incidental, consequential, special, exemplary, or punitive damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. Any waiver of claims, damages, or other rights, whether such rights arise under this contract or by law or in equity, purported to be made by KONE in this contract is null and void and will not be considered in interpreting this contract.

Insurance. Purchaser will name KONE as an additional insured on its insurance policy.

Limitation of Liability. KONE's total liability for any direct or indirect damages arising under this contract will not exceed the total amount paid by Purchaser to KONE under this contract.

U.S. Government Sales. If the product(s) or service(s) provided under this contract are for end use by a federal, state, or local government customer, KONE makes no representations, certifications, or warranties whatsoever with respect to the ability of its product(s), service(s), or price(s) to satisfy any applicable federal, state, or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

Force Majeure. A party is not liable for failure to perform its obligations under this contract if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), labor disputes, strikes, lockouts, or other force majeure events. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Intellectual Property Rights. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform this contract, including without limitation shop drawings, technical documentation, and user manuals. KONE or its licensors retain all rights, title, and interest,

including all intellectual property rights, in and to any software provided with equipment manufactured by KONE. Purchaser will not use such software except in connection with the use and operation of this equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

KONE Property. KONE will provide Purchaser with any of its information or materials that it provides to its customers generally in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform this contract remains its sole property. If this contract terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such any tools, devices, or other equipment at KONE's expense.

Miscellaneous. This contract is governed by the laws of the State of Illinois without regard to or application of its rules on the conflict of laws. The parties expressly exclude the application to this contract of the United Nations Convention on the International Sale of Goods. This contract supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties agree that any purchase order, work order, agreement, or other terms or conditions provided by Purchaser to KONE concurrent with either party signing this contract or after the effective date of this contract are null and void and will not be considered in interpreting the contract unless such terms and conditions are set forth in a writing signed by KONE and Purchaser. No amendment, modification, cancellation, or alteration of this contract is effective unless made in a writing signed by the parties' authorized representatives. The contract may be executed in multiple counterparts, each of which is an original and all of which taken together constitutes one and the same agreement. This contract may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of this contract. In the event any part of this contract is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by this contract does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of this contract that by their sense and context are intended to survive expiration or termination of this contract will so survive, including without limitation the making of all payments hereunder.