

City Council Committee Meeting Notice

CITY COUNCIL
City Hall, 215 SE 7th Street, Suite 255
Topeka, KS 66603-3914
Tel: (785) 368-3710
Fax: (785) 368-3958
www.topeka.org

Committee: Policy & Finance

Meeting Date: June 11, 2024

Time: 1:00pm

Location: 1st Floor Conference Room, Cyrus K. Holliday Building 620 SE
Madison (*a virtual attendance option is available*)

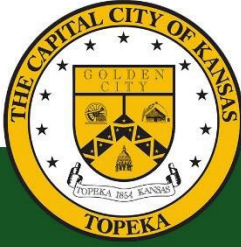
Agenda:

- 1) Call to order
- 2) Approve April 23, 2024 Meeting Minutes
- 3) Unassigned Reserve Fund Projects:
 - a. Hotel Topeka – ADA path, loading dock repairs, sidewalk repairs
 - b. Hotel Topeka – Smoke and Fire Damper Actuator Replacement
 - c. Fire Department – Portable Radio Lease
- 4) ARPA Grant – Review and Discussion of Redistribution of Funds
- 5) Adjourn

STAFF REQUESTED: Richard U. Nienstedt, Interim City Manager
Braxton Copley, Public Works Director
April Hazen-Shaffer, Sr. Grant Administrator
Josh McAnarney, Budget Manager

COMMITTEE MEMBERS: Marcus Miller – District 6
Spencer Duncan (Chair) – District 8
Michelle Hoferer – District 9

*** Please call the Council Office by 5:00pm on the date prior to the meeting to request Zoom link. ***



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: Richard Nienstedt, Interim City Manager
From: Josh McAnarney, Budget Manager
Date: May 29, 2024
Re: Unassigned Reserve Fund Balance Update

Provided is the updated balance report for the City's Unassigned Reserve Fund. This document provides a comprehensive overview, including project names, requested amounts, approvals by both the full Governing Body and the Policy and Finance Committee, along with corresponding approval dates.

This report will eventually add project expenses as they are incurred, but no expenses have been recorded thus far, as approval was granted for the two approved projects just last week. Subsequent to the list of approved projects, you will find:

- Initial fund balance
- The amount approved by the full Governing Body (Please note: Only amounts approved by the full Governing Body are considered in this total; those approved solely by the Finance and Policy Committee are excluded)
- The remaining balance is derived from subtracting the approved amount from the initial fund balance
- The amount requested column indicates the amount that has been scheduled to present or has presented to the Policy and Finance Committee—which to date \$1,998,061

To summarize to date, the fund began with a balance of **\$11,706,274**. Following the approval of expenditures amounting to **\$1,207,254**, an unallocated balance of **\$10,499,020** remains.

Project Name	Project Number	Amount Requested	Amount Approved	Committee Approval	Approved?	Council Approval	GB Approved?
Hotel Operations Chiller	131999.00	\$ 217,254	\$ 217,254.24	4/26/2024	Y	5/7/2024	Yes
LMI Property Maintenance Rehab Funding	899091.00	\$ 200,000	\$ 200,000.00	4/26/2024	Y	5/21/2024	Yes
IT Network Switches	900054.00	\$ 790,000	\$ 790,000.00	4/26/2024	Y	5/7/2024	Yes
Hotel Operations Actuators	900070.00	\$ 59,589		6/11/2024			
Hotel Operations Site Improvements	900071.00	\$ 125,662		6/11/2024			
Fire Portable Radios	801015.00	\$ 605,556		6/11/2024			
Total		\$ 1,998,061.43	\$ 1,207,254.24				

Beginning Fund Balance \$ 11,706,274
Amount Approved by Full Governing Body \$ 1,207,254

Amount Remaining \$ **10,499,020**

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by the Policy and Finance Committee comprised of
4 Councilmembers Marcus Miller, Spencer Duncan and Michelle
5 Hoferer, authorizing the use of \$125,662 from the Unassigned
6 Reserve Fund for site improvements at Hotel Topeka.

7
8 WHEREAS, Resolution No. 9512 establishes a policy regarding Unassigned
9 Reserve Fund expenditures that requires Governing Body authorization; and

10 WHEREAS, there's a need for site improvements at Hotel Topeka; and

11 WHEREAS, the Governing Body agrees with the need for these improvements.

12 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
13 CITY OF TOPEKA, KANSAS, that it authorizes \$125,662 from the Unassigned Reserve
14 Fund for site improvements including an ADA accessible path with sidewalks and ramps,
15 loading dock repairs and sidewalk repairs at Hotel Topeka. This project meets one or more
16 of the conditions stated in Resolution No. 9512 for use of said funds.

17 ADOPTED and APPROVED by the Governing Body _____.

18
19 CITY OF TOPEKA, KANSAS

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Michael Padilla, Mayor

25 ATTEST:

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29 _____
30 Brenda Younger, City Clerk

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by the Policy and Finance Committee comprised of
4 Councilmembers Marcus Miller, Spencer Duncan and Michelle
5 Hoferer, authorizing the use of \$59,589.19 from the Unassigned
6 Reserve Fund for the replacement of faulty smoke and fire damper
7 actuators at Hotel Topeka.

8
9 WHEREAS, Resolution No. 9512 establishes a policy regarding Unassigned
10 Reserve Fund expenditures that requires Governing Body authorization; and

11 WHEREAS, there are 36 sleeping rooms in Hotel Topeka with faulty fire and smoke
12 damper actuators that need replaced; and

13 WHEREAS the Governing Body agrees with the need to replace the actuators.

14 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
15 CITY OF TOPEKA, KANSAS, that it authorizes \$59,589.19 from the Unassigned Reserve
16 Fund to replace faulty smoke and fire damper actuators in Hotel Topeka. This project
17 meets one or more of the conditions stated in Resolution No. 9512 for use of said funds.

18 ADOPTED and APPROVED by the Governing Body _____.

19
20 CITY OF TOPEKA, KANSAS

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25 _____
Michael Padilla, Mayor

26 ATTEST:

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30 _____
31 Brenda Younger, City Clerk

EXHIBIT A

LEASE SCHEDULE NO. 1
to Master Lease Purchase Agreement

Dated July 25, 2023

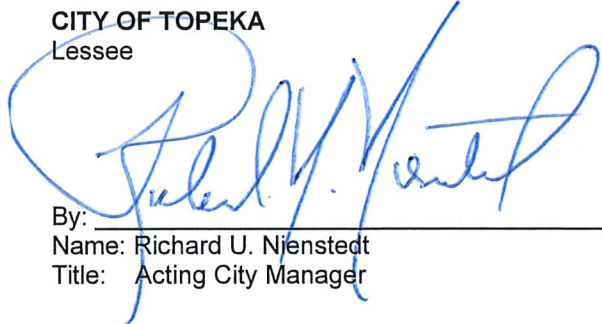
This Lease Schedule (this "Lease Schedule") relates to the Master Lease Purchase Agreement dated as of July 25, 2023 (the "Agreement") between the undersigned Lessor and Lessee, together with the terms and conditions of the Agreement incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Agreement. All terms and conditions of the Agreement are incorporated herein by reference.

1. Equipment Description. As used in the Lease, "Equipment" means all of the property described in Exhibit 1 attached to this Lease Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. Purchase Price. The Purchase Price for the Equipment is \$983,480.63, which amount shall be deposited in the Escrow Fund established pursuant to that certain Escrow Agreement dated as of July 25, 2023 among Lessor, Lessee and Cogent Bank, as Escrow Agent.
3. Rental Payments; Lease Term. The Rental Payments to be paid by Lessee to Lessor, the Lease Date and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Lease Schedule as Exhibit 2.
4. Essential Use; Current Intent of Lessee. Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; and to continue this Lease.
5. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of execution of this Lease Schedule.
6. Bank Qualified. Lessee certifies that it has designated this Lease as a qualified tax-exempt obligation in accordance with Section 265(b)(3) of the Code, that it has not designated more than \$10,000,000 of its obligations as qualified tax-exempt obligations in accordance with such Section for the current calendar year and that it reasonably anticipates that the total amount of tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.
7. Optional Prepayment. Lessee has the option to prepay its obligations under this Lease Schedule on any Payment Date on or after 12/18/2024 in accordance with Section 4.2 of the Agreement, and the applicable Prepayment Price for each Payment Date such option is available is set forth on the Payment Schedule attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor has caused this Lease Schedule to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Lease Schedule to be executed in its name by its duly authorized officer.

CITY OF TOPEKA
Lessee

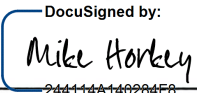


By: _____
Name: Richard U. Njenstedt
Title: Acting City Manager

Address: 215 SE 7th St
Topeka, KS 66603
Attn: City Manager

Telephone: 785-368-3725
Email: citymanager@topeka.org

COGENT LEASING AND FINANCING, INC.
Lessor

DocuSigned by:

By: _____
Name: Michael J. Horkey
Title: President

Address: 420 S. Orange Ave, Ste. 150
Orlando, FL 32801
Attn: Public Finance

Telephone: 410.409.7579
E-mail: mhorkey@cogentbank.net

Exhibit 1
to Lease Schedule No. 1

Equipment Description

(117) new/replacement Motorola APX6000 portable radios, including warranties and charging stations

Equipment Total: \$983,480.63

Location of Equipment: Topeka, Fire Department

Exhibit 2
to Lease Schedule No. 1

Payment Schedule

Annual Rate 4.35%

Lease Date: 07/25/2023

Payment Date	Payment Amount	Interest	Principal	Balance	Prepayment Price
7/25/2023				\$983,480.63	N/A
12/18/2023	\$217,487.23	16,993.73	200,493.50	782,987.13	N/A
12/18/2024	217,487.23	34,059.94	183,427.29	599,559.84	605,555.44
12/18/2025	217,487.23	26,080.85	191,406.38	408,153.46	412,234.99
12/18/2026	217,487.23	17,754.68	199,732.55	208,420.91	210,505.12
12/18/2027	217,487.23	9,066.32	208,420.91	0.00	0.00
Totals:	\$1,087,436.15	\$103,955.52	\$983,480.63		

Wayne Wazlawik

From: bshepherd@kelley-construction.com
Sent: Thursday, May 9, 2024 3:54 PM
To: Wayne Wazlawik
Subject: RE: Hotel Topeka Access Doors

Wayne,

The cost to repair the ceiling around our work to include drywall repair, texture, and paint would be \$250 per room.

Bernard Shepherd
Project Manager



Kelley Construction Co., Inc.
P.O. Box 750256
2348 NW Button Road
Topeka, Kansas 66675
785/235-6040 fax: 785/235-3305 cell: 785/221-3086
www.kelley-construction.com

From: Wayne Wazlawik <Wazlawik@gfhotels.com>
Sent: Thursday, May 9, 2024 3:37 PM
To: bshepherd@kelley-construction.com
Subject: RE: Hotel Topeka Access Doors

Thank you for submitting your proposal. If you had to patch, retexture or paint some areas, how much would that be per room?

Thank you.

*Wayne A. Wazlawik
General Manager
Hotel Topeka at City Center
1717 SW Topeka Blvd.
Topeka, KS 66612
Phone: (785) 431-4725
Fax: (785) 232-8379*



May 8, 2024

Kelley Construction
2548 NW Button Rd
Topeka, KS 66618


Ref.: Hotel Topeka Access Doors

Dear Sirs,

Kelley Construction is proposing to provide and install a total of 36-12"x18" access doors in the ceilings of select rooms for the sum of \$11,150.00. The work will include cutting out the drywall, reworking the framing as needed and installing the new access door. We do not include drywall finishes or painting. We will clean up debris from our work. This quote is good for 30 days.

If you have any questions, please feel free to contact us.

Sincerely,
KELLEY CONSTRUCTION CO., INC.



Bernard Shepherd
Project Manager

P.O. Box 750256
Topeka, KS 66675
Tel (785) 235 6040
Fax (785) 235 3306
kelley-construction.com





HOTEL TOPEKA FIRE SMOKE DAMPER ACTUATORS
Quote Prepared by John White
05/03/2024



PROPOSAL

Account Information

Bill To:	HOTEL TOPEKA AT CITY CENTER 1717 SW TOPEKA BLVD TOPEKA KS USA 66612
Quote Reference Number:	1-1P1T9YLB
Project Name:	HOTEL TOPEKA FIRE SMOKE DAMPER ACTUATORS
Site:	HOTEL TOPEKA AT CITY CENTER 1717 SW TOPEKA BLVD TOPEKA KS 66612-1410
Branch Info:	JOHNSON CONTROLS KANSAS CITY MO CB - 0N42
Attn:	Juan Lim

Customer Information

Name: Juan Lim

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$34,344.00

This proposal is valid through: 06/02/2024

HOTEL TOPEKA AT CITY CENTER

Johnson Controls Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Proposal Overview

Benefits/Scope of Work: Furnish and install quantity of 36 new fire smoke damper actuators for 120 volt application.

Excludes any associated ceiling work or ceiling repair.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or

otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJUERE: JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES.; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail NO: Please submit via _____

Hotel Topeka Expense Summary

6/7/2024 8:11 PM

DATE	DESCRIPTION	AMOUNT	CATEGORY
12/1/2023	TOPHOTEL - SPRINKLERS	7,297.00	CAPITAL OUTLAY BLDING & IMPROV
12/1/2023	TOPHOTEL - ACTUATORS	19,106.09	CAPITAL OUTLAY BLDING & IMPROV
12/18/2023	DIRECTORS & OFFICERS PREMIUM	132.47	INSURANCE
12/31/2023	CORR TOPHOTEL - OP RESERVE	131,335.09	ADMINISTRATIVE COSTS
12/31/2023	TOP HOTEL - OPERATING RES #1	18,664.91	ADMINISTRATIVE COSTS
12/31/2023	TOP HOTEL - OPERATING RES #2	150,000.00	ADMINISTRATIVE COSTS
12/31/2023	TOP HOTEL OP RES ROUND	(0.09)	ADMINISTRATIVE COSTS
12/31/2023	CORR TOPHOTEL - LOCKS	90,661.82	CAPITAL OUTLAY BLDING & IMPROV
1/1/2024	DIRECTORS & OFFICERS PREMIUM	649.53	INSURANCE
4/3/2024	LED LLIGHTS 100W LMP#41013 14000LM	2,250.00	MAINT BLDG & GROUNDS
4/29/2024	5127UMB BANK NA	1,620.00	MAINT BLDG & GROUNDS
2/29/2024	OPS FUNDING REQUEST #2	227,355.00	ADMINISTRATIVE COSTS
3/31/2024	2024 TDC OPS TRSF #4	215,851.00	ADMINISTRATIVE COSTS
2/29/2024	CAPEX - STROBE HORN	632.46	CAPITAL OUTLAY BLDING & IMPROV
2/29/2024	TOPHOTEL - EMERGENCY WA EXTR	24,058.31	CAPITAL OUTLAY BLDING & IMPROV
3/31/2024	TOPHOTEL - BACKFLOW REPAIR	9,479.00	CAPITAL OUTLAY BLDING & IMPROV
3/31/2024	TOPHOTEL - DOOR LOCK SERVER	2,003.64	CAPITAL OUTLAY BLDING & IMPROV
3/28/2024	TOPHOTEL - PULL STATION	2,168.54	CAPITAL OUTLAY BLDING & IMPROV
3/28/2024	TOPHOTEL - DRYWALL	2,971.53	CAPITAL OUTLAY BLDING & IMPROV
4/16/2024	TOPHOTEL - VALVE REPLACEMENT	18,286.60	CAPITAL OUTLAY BLDING & IMPROV
5/14/2024	TOPHOTEL - VALVE REPLACEMENT	69,344.00	CAPITAL OUTLAY BLDING & IMPROV
5/22/2024	TOPHOTEL - AUDIT SERVICES	26,747.80	PROF-AUDIT/LEGAL
		1,020,614.70	TOTAL HOTEL DISBURSEMENTS
		500,000.00	Resolution 9478
		500,000.00	Resolution 9491
		500,000.00	Resolution 9516
		217,254.24	Resolution 9532 (Capital Expense-Chiller)
		1,717,254.24	GB APPROVED FUNDING
		1,717,254.24	GB APPROVED FUNDING
		1,020,614.70	TOTAL HOTEL DISBURSEMENTS
		402,505.43	PENDING REQUEST TOTAL
		294,134.11	REMAINING AUTHORITY
		770,735.71	Total Operating Expenditures
		249,878.99	Total Approved and Paid Capital Expenditures

Capital Request Form

Location

Hotel Topeka at City Center

Scope

Remove and replace faulty fire and smoke damper actuators from 36 sleeping rooms. Expand access panel opening and install new access panel to install new damper actuators. Patchwork for each room was requested in the estimate.

Proposal #1
 Proposal #2
 Proposal #3
 Proposal #4
 Proposal #5
 Proposal #6
 Proposal #7
 Proposal #8

Date	Vendor	Quote
	Johnson Controls/Benchmark	\$ 71,886.45
	Johnson Controls/Kelley	\$ 59,589.19
	Johnson Controls/RVS	\$ 92,667.56
	Johnson Controls/Murray & Sons	\$ 62,914.52
	P1 Service/Benchmark	\$ 80,256.10
	P1 Service/Kelley	\$ 67,958.84
	P1 Service/RVS	\$ 101,037.21
	P1 Service/Murray & Sons	\$ 71,284.17

Budget

Actual \$ 59,589.19

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:
 General Manager

Approval:
 Regional Director of Operations

Approval:

Capital Request Form

Location

Hotel Topeka at City Center

Scope

Remove and replace faulty fire and smoke damper actuators from 36 sleeping rooms. Expand access panel opening and install new access panel to install new damper actuators. Patchwork for each room was requested in the estimate.

Proposal #1
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 Proposal #8

Date	Vendor	Quote
5/2/2024	Johnson Controls	\$ 37,555.16
5/7/2024	P1 Service, LLC	\$ 45,924.81

Budget Not Budgeted

Actual \$ 37,555.16

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

Date

Approval: Wayne Wazlawik 5/10/2024

General Manager

Date

Approval:

Regional Director of Operations

Date

Approval:

Capital Request Form

Location

Hotel Topeka at City Center

Scope

Remove and replace faulty fire and smoke damper actuators from 36 sleeping rooms. Expand access panel opening and install new access panel to install new damper actuators. Patchwork for each room was requested in the estimate.

Proposal #1
 Proposal #2
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 Proposal #8

Date	Vendor	Quote
5/8/2024	Benchmark Property Remodeling	\$ 34,331.29
5/8 & 5/9/2024	Kelley Construction	\$ 22,034.03
5/8/2024	RVS Drywall	\$ 55,112.40
5/10/2024	Murray and Sons Construction Co.	\$ 25,359.36

Budget

Actual \$ 22,034.03

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:
 General Manager

Approval:
 Regional Director of Operations

Approval:

City of Topeka ARPA Grant Awardees

Organization Name	Funding used for:	Original Funding Request	Amount Awarded	Amount Remaining 6/6/2024
Topeka Lulac Multipurpose Senior Center	Make building ADA compliant	\$125,000	\$105,000	\$0
Topeka North Outreach	Weekend meals to students w/food insecurity	\$20,000	\$20,000	\$0
East Topeka Senior Center	New vehicles to transport seniors	\$50,000	\$47,490	\$0
IBSA	Job assistance, and programs for LMI individuals	\$92,000	\$92,000	\$0
Patterson Family Child Care	Sustain operations and meet community needs	\$50,000	\$41,280	\$0
Community Center at Ripley Park	Walk in freezer and cooler, plumbing, & signage	\$25,000	\$25,696	\$0
Community Center at Ripley Park	Kitchen remodel	\$25,000	\$19,325	\$0
Positive Connections	Case management for HIV individuals	\$40,000	\$27,000	\$0
Mirror Inc,	Sober Living Program, inpatient and outpatient	\$600,000	\$360,000	\$0
Cornerstone of Topeka	Transitional housing duplex	\$229,256	\$226,256	\$0
Open Arms Outreach Ministries	Community Oasis Project, shelter and food	\$150,000	\$127,000	\$0
Habitat for Humanity	Affordable housing partnership & construction	\$475,000	\$340,000	\$0
Community Resources Council	Computer/internet labs for LMI communities	\$250,000	\$214,000	\$0
SNCO Medical Society HealthAccess	Healthcare/prescriptions for LMI individuals	\$25,000	\$20,000	\$0
Prevention and Resiliency Services	Expand services, software, & parking lot repairs	\$335,000	\$105,498	\$0
Door Step Inc	Rental assistance, daycare, & other bills of LMI individuals	\$181,000	\$133,000	\$0
Positive Connections	Prevention/education and mobile testing unit	\$180,000	\$150,987	\$0
Strengthening & Equipping Neighborhoods Together (SENT)	Mental health services for Hi-Crest	\$50,000	\$30,000	\$0
Child Care Aware of Eastern Kansas	Expansion of current childcare services	\$1,533,587	\$500,000	\$375,000
First Congregational Church of Topeka	Trauma care and shelter for teens, LGBTQ+ safety	\$450,000	\$340,000	\$0
Salvation Army of Topeka	Assistance for individuals facing a housing or utility shut off	\$25,000	\$25,000	\$0

Organization Name	Funding used for:	Original Funding Request	Amount Awarded	Amount Remaining 6/6/2024
Florence Crittenton Services of Topeka	Salary increases, training for mental health staff	\$250,000	\$153,000	\$0
Breakthrough House	Payee Program, help those in financial crisis	\$8,300	\$7,300	\$0
Breakthrough House	Residential program for mental health	\$750,000	\$600,000	\$0
Love Fellowship Church	Daycare for congregants	\$25,000	\$25,000	\$0
Valeo Behavioral Health	Assertive Community Treatment Mental Health Program	\$683,726	\$562,635	\$0
Cornerstone of Topeka	Construction of affordable housing duplex	\$187,390	\$117,000	\$0
Cornerstone of Topeka	Construction of 3 single family affordable homes	\$306,064	\$172,103	\$0
ArtsConnect	Art healing for veterans & first responders	\$59,565	\$59,565	\$0
Topeka Center for Peace and Justice	Job Training for juvenile programs	\$106,537	\$100,469	\$0
Catholic Charities of Northeast Kansas	Increase wrap-around services & building repairs	\$264,980	\$150,000	\$0
SLI	Training & equipment to help individuals with intellectual disabilities	\$277,885	\$212,780	\$0
Community Resources Council	Create more affordable housing for LMI individuals	\$900,000	\$800,000	\$0
Central Topeka Grocer Oasis Group	Build green grocery store in food desert	\$800,000	\$628,136	\$314,068
It Takes a Village	Performing Arts programs for at-risk youth	\$235,000	\$200,950	\$0
Gil Carter Initiative	Food and clothing assistance for LMI individuals	\$50,000	\$50,000	\$0
Community Action	Rental assistance, food for those in need	\$700,000	\$600,000	\$0
Papans Landing Senior Center Inc	Salaries, expansion, van, security, & HEPA air filters	\$493,410	\$365,805	\$0
YWCA Northeast Kansas	To fund Day Center operations	\$184,837	\$101,636	\$0
Stay Calm	Marketing & education to stay calm in emergencies	\$50,000	\$32,900	\$0
Boys & Girls Club of Topeka	New buses	\$180,000	\$280,000	\$0
Boys & Girls Club of Topeka	Staff recruitment and retention	\$150,000	\$280,000	\$0
YWCA Northeast Kansas	Facility repairs and HVAC replacement	\$418,000	\$318,000	\$0
El Centro de Servicios para Hispanos	Immigrant Assistance Clinic	\$828,295	\$221,795	\$0
Community First/International Academy	Programs for school	\$800,000	\$597,727	\$0

Organization Name	Funding used for:	Original Funding Request	Amount Awarded	Amount Remaining 6/6/2024
TARC	Feeding clinic for children in need	\$92,500	\$72,500	\$0
Family Service & Guidance Center	New Youth Crisis & Recovery Center	\$1,000,000	\$500,000	\$0
Housing and Credit Counseling, Inc.	Tenant & landlord counseling/ eviction prevention	\$84,920	\$76,140	\$0
HEARTS	Public Health and Safety Crew Program	\$50,000	\$45,027	\$0
TOTAL			\$10,000,000	\$689,068