



City Council Committee

Meeting Notice

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

Committee: Transient Guest Tax (TGT)

Meeting Date: November 13, 2024

Time: 3:00pm

Location: Zoom option only Meeting

Agenda:

- 1) Call to order
- 2) Approve May 23, 2024 Minutes
- 3) TGT Ice Rink Development Agreement
- 4) Other Items
- 5) Adjourn

STAFF REQUESTED: Amanda Stanley, City Attorney

COMMITTEE MEMBERS: Michelle Hoferer (Chair) – District 9

Brett Kell – District 5

Marcus Miller – District 6

*****Virtual and in-person attendance options available. Please call the Council Office by 12:00pm the date prior to the meeting to request Zoom link.*****



CITY OF TOPEKA

CITY COUNCIL COMMITTEE MEETING MINUTES

TRANSIENT GUEST TAX COMMITTEE

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

Date: May 23, 2024

Time: 3:00pm

Location: Classroom A; Law Enforcement Center 320 S. Kansas Ave
(virtual option also available)

Committee members present: Councilmembers Brett Kell, Marcus Miller, Michelle Hoferer (Chair)

City staff present: Budget Manager Josh McAnarney, Interim Chief Financial Officer Ben Hart

Non-City staff present: Executive Director Topeka Lodging Association Kurt Young, Director Marketing & Development Historic Jayhawk Theatre Joanne Morrell, President Visit Topeka Sean Dixon, CEO Greater Topeka Partnership Matt Pivornik, President Sunflower Sports Association Dustin Gale

1) Call to Order

Committee member Hoferer called the meeting to order at 3:00pm.

2) Approve March 19, 2024 Minutes

Committee member Miller made a motion to approve the minutes. Chairwoman Hoferer approved. Minutes approved 2-0-0.

Committee member Kell joined Meeting

3) Review of Quarter One Reports

Budget Manager Josh McAnarney presented information to the Committee for each of the four (4) entities that receive Transient Guest Tax funding. Information includes the total contract timeline, the organization's total budget and what was dispersed in Q1 of 2024. Mr. McAnarney noted that he would like to allow the organizations to speak for themselves but discussed details about the Evel Knievel Museum.

The Evel Knievel Museum is leaving Topeka and has not been receiving the TGT allocation. Their current undistributed allocation is \$71,922 and projected to be

around \$94,000 by the end of the year.

4) Allocation of Unused TGT Funds

Chairwoman Hoferer expressed that they have a couple options 1) Distribute to the existing groups 2) Potential ice rink at Evergy Plaza.

Kurt Young, Downtown Topeka Business Improvement District Advisory Board, made a request for the Downtown Topeka Foundation to receive the remaining funds from the Evel Knievel distribution. He added the proposal would be to build a permanent ice rink into the grassy area on the north end of the Plaza, an oval shape 14 feet wide by 150 feet long. The center area could remain grass or turf. Mr. Young reminded that the figures are estimates to allow for planning. The estimated cost would be \$832,000; covering the permanent rink, installation of glycol lines, stubbing out alley side of plaza, three chillers being mounted to north end of restroom building. From a long-term perspective, there will be a 10-15-year very low maintenance build. Would be able to utilize in other ways as well, to be used year-round. From the skate rental procured during the last season of skating, they received roughly \$132,000. They have identified three possible funding sources: 1) Been speaking with a potential sponsor (although there is no signed commitment, there is a strong feeling that the sponsorship will happen) 2) Transient Guest Tax (TGT) dollars 3) applying for ARPA funds.

Committee member Kell inquired about the measurements of the track. Mr. Young stated it would be a donut shape and would be 14-feet wide. Committee member Kell also inquired if it was possible to make the area the full width of the grassy area, to allow for small hockey leagues to be formed (such as 4x4 or 6x6 teams). Mr. Young acknowledged a full, rectangular setup could be done. The only thing standing in the way currently, would be the funding. It would cost more money to build something other than the track-style rink. Committee member Kell stated he was in support of this goal but would prefer to see a full-size rink.

Committee member Miller supports the track-style rink.

Chairwoman Hoferer inquired as to what the Committee would need to do to move this item on. Mr. Young said they would need to secure the TGT Funds and get the application process started for ARPA funding.

Chairwoman Hoferer inquired if a track-style rink was built, could the oval be filled in later to make rink larger. Mr. Young stated due to the cost it would be better to build full size in the beginning.

Committee member Kell suggested starting youth leagues on the smaller track rink. He added the revenue generated would help to support the cost to build the larger rink.

MOTION: Committee member Kell made a motion to approve the request of allocating the 2024-2027 unassigned reserve funds to the Downtown Topeka Foundation for an ice rink at Every Plaza, pending a development contract and review by City Legal. Chairwoman Hoferer suggested committing the funds to the rink, but if no ice rink is produced, the funds are returned. Committee member Miller seconded. Motion approved 3-0-0.

Adjourn

Chairwoman Hoferer adjourned the meeting at 3:45pm.

Video recording of the meeting can be found at:

<https://youtu.be/4x6QIVASPxI?si=ifPTW3S59eYndAm>



City of Topeka
Transient Guest Tax Committee
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org

DATE: November 13, 2024

CONTACT PERSON: Amanda Stanley, City Attorney

SUBJECT: TGT Ice Rink Development Agreement

PROJECT #:

DOCUMENT DESCRIPTION:

Reallocate remaining Transient Guest Tax funding from the Evel Knievel Museum to the Downtown Topeka Foundation Ice Rink.

ATTACHEMENTS:

Proposed TGT Ice Rink Development Agreement

Redline TGT Ice Rink Development Agreement

Downtown Topeka Foundation Development Agreement (July 30, 2024)

Ice Rink Financial Review – Exhibit A

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 of _____, 2024, by and between the City of Topeka, Kansas,
3 a duly organized municipal corporation, hereinafter referred to as "City" and Downtown
4 Topeka 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

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

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

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

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

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

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

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

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

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

7. Project Completion. The Grantee shall complete the Project within no later than January 1, 2025. The City may extend the completion date at the request of the Grantee with thirty days written notice and the City may grant an extension if continuing to receive satisfactory progress reports as submitted in Section 1(b) of this Agreement. Any request for an extension of time shall be submitted to the City Manager, who shall submit the request to the TGT Committee. The TGT Committee, after providing the

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

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

EXHIBIT A

Installation Costs

The amount of TGT Funds requested is a maximum of \$167,000.00 with approximately \$94,000.00 allocated in 2025 to design and construct the Project with the remainder \$73,000.00 available for 2026 the Project Final Installation Costs. The Grantee 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

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

IN WITNESS WHEREOF, the parties have hereto executed this Amendment as of

82 the day and year first above written.

CITY OF TOPEKA, KANSAS

ATTEST:

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

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE_____BY_____

Downtown Topeka Foundation

Kenneth Scott, President

CITY OF TOPEKA CONTRACT NO. _____

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

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2 this _____ day of _____, 2024, by and between the City of Topeka, Kansas,
3 a duly organized municipal corporation, hereinafter referred to as "City" and Downtown
4 Topeka 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

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

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

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

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

2. Project Installation Costs. Distribution of the Allocated Funds will be contingent upon the Grantee's compliance with use of all the Allocated Funds toward the 2024⁵ Ice Rink Initial Installation and 2025⁶ Final Installation costs more fully set out in ***Exhibit A***, which is attached hereto and incorporated herein by reference, (hereinafter "Installation Costs"). The City has no obligation to fund any additional funds. The Grantee must submit documentation to the City Manager, or his/her designee, confirming that its

has secured all of the remaining funds for the Installation Costs not covered by the City's Allocated Funds. application for the restoration match referenced in the Installation Costs has been approved, as well as documentation confirming that it has received all, or a sufficient portion of, the private funds referenced in the Installation Costs. This documentation must be submitted by ~~February 1, 2025~~December 31, 2024, and the City shall have sole discretion in determining whether or not the documentation is acceptable for all purposes associated with the distribution of the Allocated Funds to assist with the Project.

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

3. Project Design and Construction; Timeline. Distribution of the Allocated Funds will be contingent upon the Grantee's compliance with the various deadlines and milestones established in the Project design and construction documents. The Grantee will provide design and construction documents for the Project to the City Manager, or his/her designee, ~~by December 31, 2024, as documented in Grantee's progress reports as submitted in Section 1(b) of this Agreement~~ as well as any additional information demonstrating that the Project is on schedule and/or proceeding in a timely manner considering all of the facts and circumstances involved.

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

7. Project Completion. The Grantee shall complete the Project within no later than ~~one year following the date of execution of this Agreement. January 1, 2025.~~ The City may extend the completion date at the request of the Grantee with thirty days

written notice and the City may grant an extension if continuing to receive satisfactory progress reports as submitted in Section 1(b) of this Agreement. Any request for an extension of time shall be submitted to the City Manager, who shall submit the request to the TGT Committee. The TGT Committee, after providing the Grantee with the opportunity to be heard, will make a recommendation to the Governing Body as to whether or not to grant or deny the request for extension with or without conditions; although requests shall not be denied unless for good cause.

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

EXHIBIT A

Installation Costs

The amount of TGT Funds requested is a maximum of \$167,000.00 with approximately \$94,000.00 allocated in 2024⁴⁵ to design and construct the Project with the remainder \$73,000.00 available for 2025⁵⁶ the Project Final Installation Costs. The

	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	\$ -
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Benches	\$ 5,000	
Ticket Booth	\$ 15,000	\$ -
Contingency (8%)	\$ 43,405	\$ 12,816
Total Acquisition Cost	\$ 585,973	\$ 173,016

82 Grantee will raise and furnish any additional funds necessary to complete the Project.

83 Section 6. All other terms and conditions of City of Topeka Contract No. 52270

84 not specifically amended herein shall remain in full force and effect.

85 IN WITNESS WHEREOF, the parties have hereto executed this Amendment as of

86 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

PAGE #:

Approved Resolution & Dev Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Termination; Repayment of Allocated Funds.

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

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

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

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

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

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

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

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

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

14. No Joint Venture; Independent Grantee. Nothing herein contained shall be construed or held to make the City a partner, a member of a joint venture or associate of the Grantee in the conduct of the Project, nor shall either party be deemed the agent of the other. It is 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.

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

Rob 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

A 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A project design document.

(5) The anticipated economic impact of the project.

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

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

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

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

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

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.

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CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

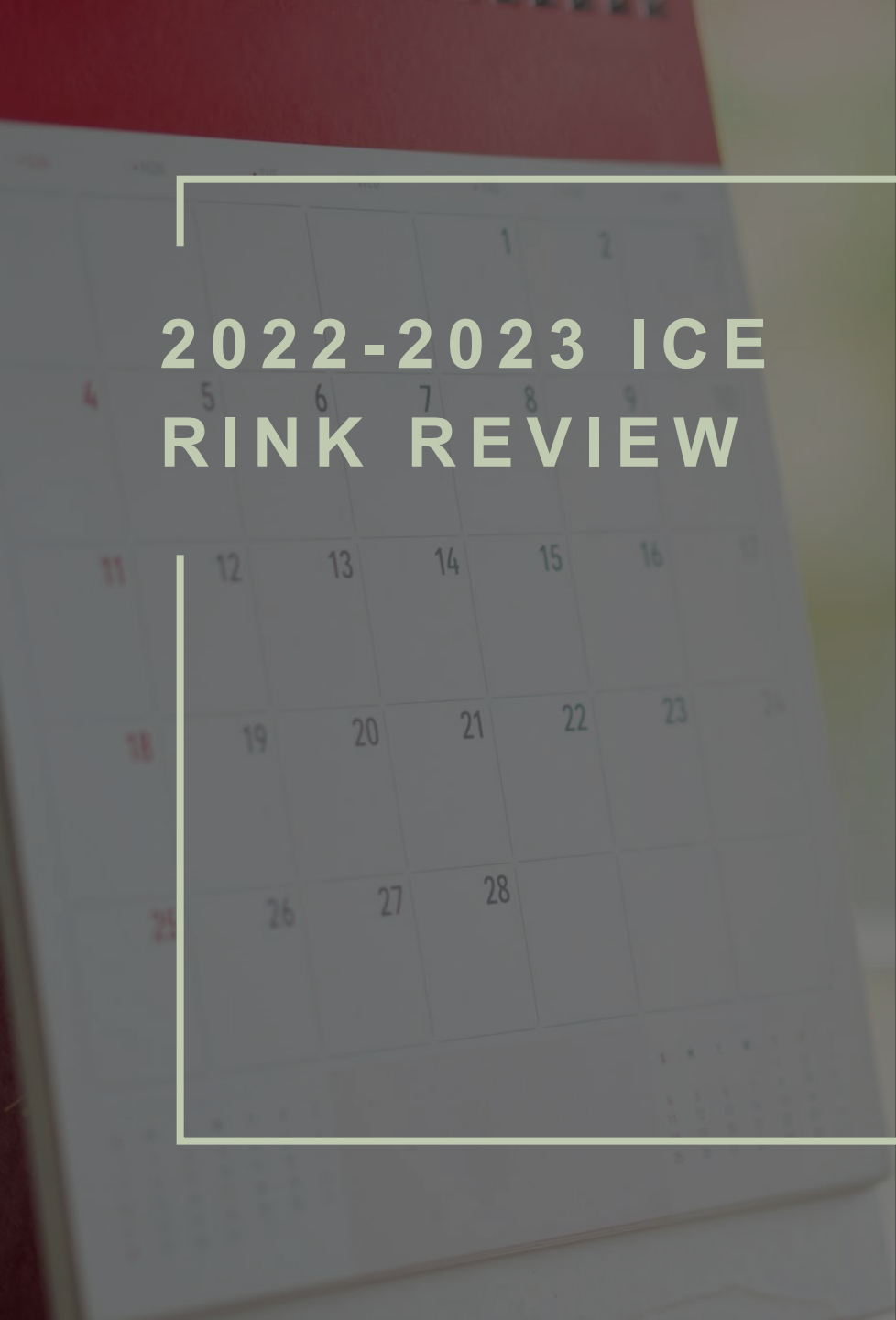
ATTEST:

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Brenda Younger, City Clerk

**EVERGY PLAZA
PUBLIC ICE SKATING
RINK FUNDRAISING
PROPOSAL**

July 17th 2024



2022-2023 ICE RINK REVIEW

- Great Public Reception – Over 10,000 skaters from November through January
 - <https://www.wibw.com/2022/11/12/ice-skating-rink-officially-open-evergy-plaza/>
 - <https://www.cjonline.com/story/entertainment/local/2022/11/21/corefirst-ice-rink-in-downtown-topeka-gives-residents-place-to-skate/69664559007/>
 - <https://www.ksnt.com/news/local-news/ice-skating-rink-comes-to-the-downtown-topeka/>
- Essential Sponsorships – CoreFirst (Title Sponsor), Schendel Lawn & Landscape (Base), and many small dasher board sponsors.
- Many takeaways from initial season including ideal hours of operation, staffing needs, necessary supplies, and ice rink configuration.

2022-2023 FINANCIAL REVIEW

Sponsorships	\$59,181
Skate Rentals	\$132,899
Total Revenue	\$192,080
Operating Expenses	\$84,685
Equipment Rental & Setup	\$281,567
Total Expense	\$366,252
Net Profit (Loss)	(\$174,172)



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LOCATION FOR PERMANENT ICE SKATING



CONCEPTUAL
RENDERING

	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

POTENTIAL FUNDING SOURCES

1

\$178,000

Transient Guest Tax
Funds from Evel
Kniefel Museum

2

\$400,000

Title Sponsorship
for
10 years

3

\$200,000

Unidentified Funding
Source

(Needed to pour concrete
base in 2025)

PRO FORMA

	2024 Ice Rink Annual Operations	2025 Ice Rink Annual Operations
Skate Revenue	\$ 132,899	\$ 139,544
Sponsorships	\$ 26,466	\$ 27,260
Total Revenue	\$ 159,365	\$ 166,804
Licensing	\$ 1,654	\$ 1,737
Event Staff Wages	\$ 40,000	\$ 42,000
Ice Tech Consulting	\$ 37,872	\$ 39,766
Advertising	\$ 10,040	\$ 10,542
Insurance	\$ 4,341	\$ 4,558
Utilities	\$ 15,000	\$ 15,750
Other Expenses	\$ 3,952	\$ 4,150
Contingency (8%)	\$ 9,029	\$ 9,480
Total Expense	\$ 112,859	\$ 118,502
Net Income / (Loss)	\$ 46,506	\$ 48,302

Thank You



Kurt Young
Past Chair
785-633-8841
kurt.young8440@gmail.com

Don Heiland III
Treasurer
785-501-9298
don.heiland@aimstrategiesllc.com



CITY OF
TOPEKA



TGT 2024 Update

11/13/2024

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Constitution Hall

3

- **Contract Timeline:** Q1 2016 – Q4 2027
- \$15,923 distributed YTD.
- **Total Budget** - \$355,000 ; **Distributed to date** - \$244,110
- Kelley Construction Co. is currently engaged with the construction and rehabilitation component of the project. This work is on schedule. Planning for interpretation of the historic site is underway.



Evergy Plaza

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- **Contract Timeline:** Q1 2016 – Q4 2027
- \$154,078 distributed YTD
- **Total Budget** - \$3,435,000 ; **Distributed to date** - \$2,282,362
- 2024 Activities Include:
 - The Evergy Plaza has successfully hosted a variety of events in Downtown Topeka, attracting over 10,000 visitors in the 3rd quarter through festivals like Fiesta Topeka and India Mela.
 - The Plaza adheres to a welcoming, organized, and financially sound operating philosophy that emphasizes inclusivity and community connection.
 - Regular activities include a lunchtime concert series, Friday Flicks, water yoga, and special events like Silent Disco, promoting ongoing engagement.
 - Plans for the 4th quarter include winter programming and partnerships, with events like the Mayor's Tree Lighting and Miracle on Kansas Parade, building on the positive momentum from previous months.



Jayhawk Theatre

5

- **Contract Timeline:** Q1 2016 – Q4 2027
- \$30,502 distributed YTD.
- **Total Budget** - \$680,000 ; **Distributed to date** - \$ 451,818
- 2024 activities included:
 - Interior demolition and essential alley foundation restoration have begun, with progress documented in recent pictures.
 - Key activities include the signing of a contract with Senne Company, community input sessions, and the submission of federal grants totaling \$1.5M for the theater's preservation.
 - Final paperwork for funding exemptions was completed, saving over \$450,000 for Phase 1 Construction, while extensive volunteer support helped prepare the site for ongoing work.

