



# City Council Committee Meeting Notice

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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](http://www.topeka.org)

**Committee:** Transient Guest Tax (TGT)  
**Meeting Date:** August 27, 2025  
**Time:** 10:00am  
**Location:** 1<sup>st</sup> Floor Conference Room; Cyrus K. Holliday Building 620 SE Madison  
*virtual attendance option is available*

**Agenda:**

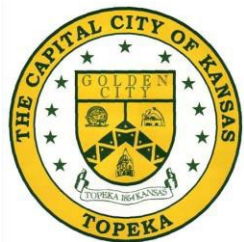
1. Call to order
2. Approve April 23, 2025 Minutes
3. Action:
  - a. Transient Guest Tax Levy
4. Discussion:
  - a. Visit Topeka Contract
5. Public Comment
6. Adjourn

Staff Requested: Dr. Robert M. Perez, City Manager  
Braxton Copley, Deputy City Manager  
Amanda Stanley, City Attorney

Committee Members: Christina Valdivia-Alcalá - District 2  
Spencer Duncan-District - 8  
Michelle Hoferer-District (Chair) - 9

Council Office Contacts: Tonya Bailey, Senior Executive Assistant  
Tara Jefferies, Senior Executive Assistant  
[councilassist@topeka.org](mailto:councilassist@topeka.org) 785-368-3710

In-person and virtual attendance options are available. Members of the public are asked to contact the City Council office at 785-368-3710 or email [councilassist@topeka.org](mailto:councilassist@topeka.org) before 5:00pm on day prior of meeting to receive the log-in information. The meeting will be live-streamed on the City of Topeka Facebook and City4 Communications platforms.



# CITY OF TOPEKA

## CITY COUNCIL COMMITTEE MEETING MINUTES

### TRANSIENT GUEST TAX COMMITTEE

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

**Date:** April 23, 2025

**Time:** 10:00am

**Location:** 1<sup>st</sup> Floor Conference Room; Cyrus K. Holliday Building 620 SE Madison

**Committee members present:** Committee members: Christina Valdivia-Alcalá, Spencer Duncan, Michelle Hoferer (Chair)

**City staff present:** City Manager Dr. Robert M. Perez, Senior City Attorney Mathew Mullen, Budget & Finance Division Director Josh McAnarney

#### 1. Call to Order

Committee chair Hoferer called the meeting to order at 10:00 a.m.

#### 2. Approve March 6 and March 12, 2025 Minutes

Committee member Duncan made a motion to approve the minutes. Committee member Valdivia-Alcalá approved. Minutes approved 3-0-0.

#### 3. NOTO Arts & Entertainment District Presentation

Josh McAnarney, Budget & Finance Division Director, provided background information on the unallocated balance of \$52,114.60 of undistributed Transient Guest Tax funds. The TGT Committee on March 6, 2025 expressed it was time to appropriate the funds. He added an application was submitted based off the 2016 application process from NOTO Arts and Entertainment District.

Pedro Concepcion, CEO of NOTO Arts and Entertainment District, expressed his appreciation for giving NOTO the chance to apply for the TGT funds. He continued to speak to the criteria NOTO completed for the application and how Topeka's cultural tourism will have enhancements to signage and public art to provide the experience for the community and visitors. He believes the \$52,114.60 will make a big impact and help create programs for development.

Committee member Valdivia-Alcalá expressed her support for the TGT funds allocation to NOTO. She thanked Pedro Concepcion for a good presentation.

Committee member Duncan passed on his support for TGT funds for NOTO and added that he would've like the funds to be more. He continued to speak to the structure of distribution.

Transient Guest Tax Committee  
Minutes Taken: 4/23/2025  
Minutes Approved:  
Minutes Submitted By: TLB

Pedro Concepcion added NOTO is thankful for any amount of fund allocation.

Kurt Young, Topeka Lodging Association and Downtown Topeka Foundation, spoke to the original monies of disbursement that he was involved in. He stated that the TGT Committee, at the time, looked at return on investment very heavily. He expressed his message for future organizations that receive allocations to continue to track a return on their investment in travel and tourism. Lastly, he added that hotel occupancy from closure of events could lead to TGT revenues to decrease.

Sean Dixon, President of Visit Topeka, stated he supports the NOTO application. He continued to speak to being mindful of the return on investment with TGT funds and concurred that hotel rooms demand is at a lull.

Committee member Valdivia-Alcalá stated she wants all agencies, not only NOTO, to have the same message to all TGT recipients that was given from Topeka Lodging Association.

Pedro Concepcion added he agrees that all agencies should be held accountable with TGT funds.

Committee chair Hoferer stated that 1<sup>st</sup> quarter updates and reports from agencies have been completed.

Committee member Duncan spoke that the TGT Committee does ensure the return on investment of funds that are distributed. He stated he is not worried about the return on investment in the NOTO district and feels the funds allocated are helping to encourage people to return to the area.

#### **4. Resolution TGT Funds: NOTO Arts & Entertainment District**

Committee chair Hoferer spoke to the proposed Resolution for allocation of \$52,114.06 to NOTO Arts and Entertainment District.

MOTION: To advance the resolution to the Governing Body with a recommendation to approve. Committee member Christina Valdivia-Alcalá Duncan made the motion, and Committee member Spencer Duncan seconded. Motion passed 3-0-0.

#### **5. Other Items**

Committee chair Hoferer thanked Kurt Young, Topeka Lodging Association and Downtown Topeka Foundation, for information about hotel occupancy in the future as it will help the TGT Committee with the TGT revenues.

Committee member Duncan requested the City Finance Department give a report on the agencies balances of their contracts. He added the value of knowing the projections of the remaining 3 years for funding.

Josh McAnarney, Budget & Finance Division Director, stated that he will send out the projected report.

**Adjourn**

Committee chair Hoferer adjourned the meeting at 10:24 am.

Video recording of the meeting can be found at: <https://youtu.be/ee47rdFCOr8>

DRAFT



**City of Topeka**  
**Transient Guest Tax Committee**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**[www.topeka.org](http://www.topeka.org)**

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**DATE:** August 27, 2025  
**CONTACT PERSON:** Braxton Copley, Deputy City Manager  
**SUBJECT:** Transient Guest Tax Levy  
**PROJECT #:**

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**DOCUMENT DESCRIPTION:**

The proposed Charter Ordinance is amending the City's Charter Ordinance levying the transient guest tax, revising the structure to allow the City to recoup its investment costs of Hotel Topeka.

**ATTACHMENTS:**

Charter Ordinance-Proposed  
Charter Ordinance-Proposed, 2<sup>nd</sup> Option  
Memo-A. Stanley (August 19, 2025)

1 (Published in the Topeka Metro News \_\_\_\_\_ and \_\_\_\_\_)

2  
3 CHARTER ORDINANCE NO. \_\_\_\_\_  
4

5 A CHARTER ORDINANCE introduced by City Manager Dr. Robert M. Perez, amending  
6 the City's Charter Ordinance levying the transient guest tax,  
7 revising the structure to allow the City to recoup its investment  
8 costs of Hotel Topeka.  
9

10 NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE  
11 CITY OF TOPEKA, KANSAS, THAT:

12 Section 1. That Section 2 of Charter Ordinance No. 120, as codified in § A15-  
13 17, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

14 **Levied – Amount.**

15 ~~(a) Effective November 14, 2015 and continuing through December 31, 2027~~As  
16 of the effective date of this Charter Ordinance, a transient guest tax of seven percent shall  
17 be levied in the City of Topeka, Kansas, upon the gross rental receipts derived from or  
18 paid directly or through an accommodations broker by transient guests for lodging or  
19 sleeping accommodations, exclusive of charges for incidental services or facilities, in any  
20 hotel, motel, or tourist court. Funds shall be distributed pursuant to resolution and  
21 agreement.

22 ~~(b) Effective January 1, 2028, and continuing through December 31, 2032, a~~  
23 ~~transient guest tax of six percent shall be levied in the City of Topeka, Kansas, upon the~~  
24 ~~gross rental receipts derived from or paid directly or through an accommodations broker~~  
25 ~~by transient guests for lodging or sleeping accommodations, exclusive of charges for~~  
26 ~~incidental services or facilities, in any hotel, motel, or tourist court.~~

27 ~~(c) Effective January 1, 2033, a transient guest tax of five percent shall be levied~~  
28 ~~in the City of Topeka, Kansas, upon the gross rental receipts derived from or paid directly~~

29 ~~or through an accommodations broker by transient guests for lodging or sleeping~~  
30 ~~accommodations, exclusive of charges for incidental services or facilities, in any hotel,~~  
31 ~~motel, or tourist court.~~

32           (a) Notwithstanding anything to the contrary, the total transient guest tax  
33 collected at Hotel Topeka in the year 2025 shall constitute the “base year”.  
34 Effective January 1, 2026, of the transient guest tax collected at Hotel Topeka  
35 above the base year, five percent (5%) shall be used by the City to recoup its  
36 investment costs of Hotel Topeka which include the purchase price, capital  
37 expenses, and operating losses incurred by the City through the date of sale.

38           (b) Effective January 1, 2028, and continuing through December 31,  
39 2032, in addition to the amount collected pursuant to (a), an additional one percent  
40 (1%) of the total transient guest tax levied in the City shall be used by the City to  
41 recoup its investment costs of Hotel Topeka as described in (a).

42           (c) Effective January 1, 2033, and continuing until the City has recouped  
43 its total investment costs of Hotel Topeka, an additional one percentage in addition  
44 to the amounts collected in (a) and (b) of the total transient guest tax levied in the  
45 City of Topeka shall be used by the City to recoup its investment costs of Hotel  
46 Topeka as described in (a).

47           (d) Once the investment costs described in (a) are recouped, the entirety  
48 of seven percent transient guest tax shall be distributed by resolution and  
49 agreement at the discretion of the Governing Body.

50       Section 2. This Ordinance shall be published once each week for two (2)  
51 consecutive weeks in the official City newspaper.

Section 3. This Charter Ordinance shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on this Charter Ordinance as provided in Article 12, Section 5, Subdivision (c)(3), of the Kansas Constitution, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting therein.

Section 4. Upon the effective date of this Charter Ordinance, this Charter Ordinance shall be recorded by the City Clerk in a book maintained for such purposes with a statement of the manner of adoption and a certified copy shall be filed with the Secretary of State of the State of Kansas.

Section 5. That Section 2 of Charter Ordinance No. 120, as codified in Topeka Municipal Code § A15-17 is hereby specifically repealed.

PASSED AND APPROVED by the Governing Body on \_\_\_\_\_.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk



1 (Published in the Topeka Metro News \_\_\_\_\_ and \_\_\_\_\_)

2  
3 CHARTER ORDINANCE NO. \_\_\_\_\_

4  
5 A CHARTER ORDINANCE introduced by City Manager Dr. Robert M. Perez, amending  
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8 costs of Hotel Topeka.  
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17 the gross rental receipts derived from or paid directly or through an accommodations  
18 broker by transient guests for lodging or sleeping accommodations, exclusive of charges  
19 for incidental services or facilities, in any hotel, motel, or tourist court. Funds shall be  
20 distributed pursuant to resolution and agreement.

21 (b) Effective January 1, 2028, and continuing through December 31, 2032, a  
22 transient guest tax of six percent shall be levied in the City of Topeka, Kansas, upon the  
23 gross rental receipts derived from or paid directly or through an accommodations broker  
24 by transient guests for lodging or sleeping accommodations, exclusive of charges for  
25 incidental services or facilities, in any hotel, motel, or tourist court.

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27 levied in the City of Topeka, Kansas, upon the gross rental receipts derived from or paid  
28 directly or through an accommodations broker by transient guests for lodging or sleeping

accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel, or tourist court.

(d) Notwithstanding anything to the contrary, the total transient guest tax collected at Hotel Topeka in the year 2025 shall constitute the “base year”. Effective January 1, 2026, the transient guest tax rate levied at Hotel Topeka shall be eight percent, Any transient guest tax collected at Hotel Topeka in excess of the base year that is not contractually obligated shall be used solely by the City to recoup its investment costs of Hotel Topeka which include the purchase price, capital expenses, and operating losses incurred by the City through the date of sale. This provision shall expire upon complete reimbursement.

Section 2. This Ordinance shall be published once each week for two (2) consecutive weeks in the official City newspaper.

Section 3. This Charter Ordinance shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on this Charter Ordinance as provided in Article 12, Section 5, Subdivision (c)(3), of the Kansas Constitution, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting therein.

Section 4. Upon the effective date of this Charter Ordinance, this Charter Ordinance shall be recorded by the City Clerk in a book maintained for such purposes with a statement of the manner of adoption and a certified copy shall be filed with the Secretary of State of the State of Kansas.

Section 5. That Section 2 of Charter Ordinance No. 120, as codified in Topeka Municipal Code § A15-17 is hereby specifically repealed.

PASSED AND APPROVED by the Governing Body on \_\_\_\_\_.

CITY OF TOPEKA, KANSAS

\_\_\_\_\_  
Michael A. Padilla, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Younger, City Clerk

## STATEMENT OF MANNER OF ADOPTION OF FOREGOING

The foregoing Charter Ordinance No. \_\_\_\_\_ was passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, as shown by the minutes, Book \_\_\_\_\_ Page \_\_\_\_\_, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against, being not less than two-thirds (2/3) of the members-elect of the governing body, published in the Topeka Metro News, the official city newspaper, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, being once each week for two (2) consecutive weeks, and there being no petition demanding a referendum filed with the City Clerk within sixty (60) days after the final publication, said Charter Ordinance took effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

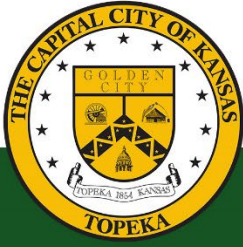
Brenda Younger, City Clerk

# CERTIFICATE

CITY OF TOPEKA )  
COUNTY OF SHAWNEE ) ss:  
STATE OF KANSAS )

I, Brenda Younger, City Clerk of the City of Topeka, County of Shawnee, State of Kansas, do hereby certify that the above and foregoing, consisting of \_\_\_\_ typewritten pages, including the page upon which this Certificate is written, is a full true and correct copy of Charter Ordinance No. \_\_\_\_\_ of the said City of Topeka, that all acts and things required by Article 12, Section 5 of the Constitution of the State of Kansas were done and performed in the manner and within the time prescribed and that said Ordinance became effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Brenda Younger, City Clerk



# CITY OF TOPEKA

Legal Department  
215 SE 7<sup>th</sup> Street, Room 353  
Topeka, KS 66603

Amanda Stanley, City Attorney  
Tel: (785) 368-3883  
[www.topeka.org](http://www.topeka.org)

## MEMORANDUM

To: Transient Guest Tax Committee  
From: Amanda Stanley  
Re: Proposed Charter Ordinance Changes to TGT to fund Hotel Topeka  
Date: August 19, 2025

As part of the City's efforts to recoup its investment in Hotel Topeka, the legal department was tasked with amending the charter ordinance that governs the Transient Guest Tax.

### Current Structure (7% Tax)

- 1% – Bond payments for Sunflower Soccer infrastructure (expires Dec. 31, 2032)
- 1% – Divided among four organizations (Jayhawk Theatre, Constitution Hall, Evergy Plaza, Downtown Ice Rink) (expires Dec. 31, 2027)
- 5% remaining – Allocated by contract until end of 2025:
  - 79% to Visit Topeka
  - 11% to Topeka Business Improvement District
  - 10% to General Fund

### Proposed Changes

- The Transient Guest Tax will remain at 7% until changed by ordinance with removal of the 1% sunset in 2027 and the 1% sunset in 2032.
- As existing contractual obligations expire, the change creates a proposed structure to redirect certain future proceeds to help the city recover its investment in Hotel Topeka.

Attachments:

cc:



**City of Topeka**  
**Transient Guest Tax Committee**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**[www.topeka.org](http://www.topeka.org)**

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**DATE:** August 27, 2025  
**CONTACT PERSON:** Braxton Copley, Deputy City Manager  
**SUBJECT:** Visit Topeka Contract  
**PROJECT #:**

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**DOCUMENT DESCRIPTION:**

Discussion on the Visit Topeka contract. The City contracts with Visit Topeka to administer tourism programs funded through TGT dollars.

**ATTACHMENTS:**

Contract No. 50752 (November 14, 2022)  
Contract No. 46584 (February 12, 2018)

# ADMINISTRATIVE ACTION FORM

Contact Person: Krystle WilliamsDate: 11/2/2022Department/Division: Financial Management - FINMDocument #: 50752Document Type: Contract Addendum

Council Approval Required? Result of Bid Event? No

C&amp;P No

Legal No

DEC 07 2022

Category/Subcategory: 007 Contracts and Amendments / 018 OtherSubject: Transient Guest Tax AdministrationSecond Party: Visit TopekaStart Date: \_\_\_\_\_ CIP Project: No IT Impact: No

End Date: \_\_\_\_\_ Project #: \_\_\_\_\_

Requested Action: Approve and Execute Document Open Record Exception: No

## Financial Implications

Financial Impact: Yes Included in Budget: Yes Bond Funded: NoTotal Contract Cost: 0 One-Time Cost: 0 On-going/Annual Cost: 0

## Financial Summary

The City contracts with Visit Topeka to administer tourism programs funded through the Transient Guest Tax (TGT) dollars. In 2022 we are estimating approximately \$1.6M in payments to Visit Topeka

\*See page 2 for accounting unit/project/activity information

## Description

This amendment covers the additional three-year contract term with Visit Topeka to administer the TGT funds. The amendment covers the timeframe of 1/1/2023 - 12/31/2025

## Form Approval Routing

Department Director	<u>Rachelle Matthews</u>	<u>11/2/2022</u>	
Contracts & Procurement	<u>Kathleen Burrows</u>	<u>11/4/2022</u>	<u>Kathleen Burrows</u>
Legal	<u>[Signature]</u>	<u>11/9/2022</u>	
Finance	<u>Rachelle Matthews</u>	<u>11/7/2022</u>	<u>Kristin Ready</u>
City Clerk	<u>Brenda Houser</u>	<u>11/14/2022</u>	<u>Kaya Downing</u>

CITY OF TOPEKA CONTRACT NO. 50752



AMENDMENT NO. 2 TO CITY OF TOPEKA CONTRACT NO. 46584

This Amendment entered into this 14<sup>th</sup> day of November, 2022 by and between the City of Topeka, a duly organized municipal corporation, hereinafter referred to as "City" and Visit Topeka, Inc., hereinafter referred to as "VTI."

WHEREAS, the parties hereto have previously entered into City of Topeka Contract No. 46584, as amended by City of Topeka Contract No. 48717, to provide funding for convention and tourism programs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. City of Topeka Contract No. 46584 is hereby amended to extend the Agreement for an additional three-year term commencing on January 1, 2023 and terminating on December 31, 2025.
2. Section 5 (Performance Outcomes) is amended to require a report covering the additional three-year contract term (1/1/2023 – 12/31/2025) by February 15, 2026.
3. All other terms and conditions of City of Topeka Contract No. 46584 shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ATTEST:

Brenda Younger  
Brenda Younger, City Clerk



CITY OF TOPEKA, KANSAS

Stephen Wade  
Stephen Wade, City Manager

Visit Topeka, Inc.

By Sean Dixon  
Sean Dixon, President

APPROVED AS TO FORM AND LEGALITY  
DATE 11/9/2022 BY mf



# ADMINISTRATIVE ACTION FORM

Contact Person:	Nickie Lee	Date:	2/7/2018
Document Type:	Contract/Agreement (not involving C & P)	Document #:	46584
Second Party:	Visit Topeka	Project #:	
Subject:	Visit Topeka Contract TGT Admin	HTE #:	
Dept/Division:	Financial Management - FINM	CIP Project?	
Category/Subcategory:	007 Contracts and Amendments / 018 Other		

Requested Action: Approve and Execute Document

FEB 19 2018

## Financial Implications:

The City contracts with Visit Topeka to administer tourism programs funded through the Transient Guest Tax (TGT) dollars. The 2018 budgeted amount is \$1.8m total for Visit Topeka, with \$222k allocated for the Bid fund and \$1.6 for Visit Topeka operations.

REC'D TOPEKA CITY CLERK  
'18 FEB 9 PM2:07

## Description:

This is the contract with Visit Topeka to administer the TGT funds for 2017-2020. The TGT Committee approved a 3 year contract in 2017 but the contract itself was not executed until now, so this will be valid for the budget years 2017-2019. Exhibit A has changed from prior years to reflect reports and performance measures that better align with Visit Topeka's goals and objectives.

## Approval/Action Routing:

Approved By:	<u>Nickie Lee</u>	Date:	<u>2-7-2018</u>
	Department/Division		
Approved By:	<u>MF</u>	Date:	<u>2-8-18</u>
	Legal		
Approved By:	<u>Nickie Lee</u>	Date:	<u>2-7-2018</u>
	City Controller		
Approved By:	<u>B. Younger</u>	Date:	<u>2-9-18</u>
	City Clerk		
Approved By:		Date:	
Return To:	<u>Kathleen Burrows - Finance</u>		

CITY OF TOPEKA CONTRACT NO. 46584

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 12<sup>th</sup> day of February, 2018, by and between the City of Topeka, a duly organized municipal corporation, hereinafter referred to as the "City" and Visit Topeka, Inc., hereinafter referred to as the "Contractor."

WHEREAS, on September 23, 1986, the Topeka City Council approved Charter Ordinance No. 69, as codified in City of Topeka Code Section A15-16, levying a transient guest tax; and

WHEREAS, the City may, pursuant to the provisions of K.S.A. 12-16,101 enter into contracts to implement convention and tourism programs; and

WHEREAS, the City desires that some of the proceeds derived from the transient guest tax be used to contract for the implementation of convention and tourism programs within the City of Topeka.

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

1. PURPOSE. The Contractor shall implement convention and tourism programs for the City in accordance with the performance indicators attached as **Exhibit A** which is incorporated herein by reference.

2. TERM. Upon acceptance of this Agreement by the City Manager, this Agreement commenced on January 1, 2017 and will terminate on December 31, 2019.

3. BUDGET AND PAYMENT. The City shall remit to the Contractor seventy-nine percent (79%) of the transient guest tax funds collected on a quarterly basis;

*provided, however, that:* (a) performance outcome reports, as specified in Section 5, are received; and (b) an accounting of the Contractor's expenditures at the end of each quarter is received (provided in budgetary format and in accordance with generally accepted accounting practices).

In the event that the City determines that the Contractor has not expended transient guest tax funds in accordance with this Agreement, the City may refuse payment or may offset the improper expenditure against future distributions due the Contractor. Neither the exercise of this remedy nor the failure to exercise this remedy shall limit or restrict the ability of the City to take other legal action to enforce its rights under this Agreement.

4. BID FUND. The City shall remit to the Contractor eleven Percent (11%) of the transient guest tax funds collected on a quarterly basis and said amount shall be deposited into a BID Fund to be used solely for the attraction of conventions and events to the City; *provided, however, that* each condition stated in Section 3 above is met.

5. PERFORMANCE OUTCOMES. The Contractor shall submit reports on a quarterly basis during the contract term; as well as a report covering the three-year contract term by February 15, 2020. Such reports shall identify and quantify the performance indicators set forth in **Exhibit A**.

6. INSPECTION AND ACCESS TO CONTRACTOR RECORDS. The City, through its authorized agents, shall be entitled to inspect and audit all books and records of the Contractor to ensure compliance with the terms of this Agreement. The Contractor shall cooperate fully with all such inspections or audit requests. The Contractor shall provide copies of its records to members of the public in accordance with the Contractor's

Information Request Policy and Procedures, which is attached hereto as **Exhibit B** and incorporated herein by reference.

7. TERMINATION. Notwithstanding Section 2, either party may terminate this Agreement for no cause, upon sixty (60) calendar days' advance written notice; provided, however, that if the termination is based upon breach of a material provision of this Agreement, the party in breach shall be allowed a period of time not to exceed thirty (30) calendar days to cure the breach. Upon termination, the Contractor shall deliver to the City all transient guest tax funds in the possession of the Contractor after payment of all allowable expenses, including all items of tangible personal property purchased by the Contractor with transient guest funds which remain in the Contractor's possession as of the date of termination of this Agreement.

8. INDEMNIFICATION AND INSURANCE. The Contractor agrees to indemnify, save harmless, and defend the City from any and all claims, causes of action and damages of every kind arising from the operations and activities of the Contractor, its officers, agents and employees, carried out in furtherance of this Agreement. The Contractor shall carry commercial general liability in the amount of one million dollars (\$1,000,000.00); bodily injury insurance on all automobiles used in the operations embraced by this Agreement in the amount of two hundred thousand dollars (\$200,000.00) for each person and five hundred thousand dollars (\$500,000.00) for each occurrence; and property damage liability insurance in the amount of twenty-five thousand dollars (\$25,000.00) for each occurrence. The Contractor shall bear the cost of said insurance policies at its own expense. The Contractor shall also furnish, at its own expense, evidence of a satisfactory workers' compensation insurance policy covering all

of the Contractor's employees to the statutory limit. If the Contractor is not required to maintain workers' compensation insurance, the Contractor shall sign an agreement indemnifying the City from any and all liability which may arise as a result of the Contractor's failure to secure workers' compensation coverage. Should any insurance policy be cancelled, the Contractor shall ensure that the City is notified of such cancellation within ten (10) business days after the effective date of cancellation. All insurance policies shall name the City as an additional insured. A certificate of liability insurance demonstrating compliance with this section shall be filed with the City within ten (10) business days after the Agreement is signed by the City Manager.

9. DEBTS TO CITY; SECRETARY OF STATE CERTIFICATION. The Contractor shall not owe any debt due to the City, including, but not limited to property taxes and special assessments. The Contractor 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.

10. NO JOINT VENTURE; INDEPENDENT CONTRACTOR. Nothing herein contained shall be construed or held to make the City a partner, joint venturer or associate of the Contractor in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

11. DISCRIMINATION. The Contractor 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, national origin, or any other

class or status protected by law. The Contractor shall take affirmative action to ensure that employees, applicants for employment, recipients of service and applicants for service are treated equally and fairly without regard to their race, color, religion, sex, age, disability, national origin, or any other class or status as provided for by law. The Contractor shall, in all solicitations or advertisements for employees, or of services placed by or on behalf of the Contractor, state that all applicants shall receive consideration for employment or services without regard to race, color, religion, sex, age, disability, or national origin, or any other class or status as provided for by law.

12. ADA COMPLIANCE. The Contractor shall comply with Title II of the Americans with Disabilities Act (ADA) and the implementing regulations of 28 C.F.R. Part 35 as to all of its facilities and programs. If at any time during the term of this Agreement, the City determines that the Contractor is not in compliance, the City shall issue a notice of non-compliance and the Contractor shall have sixty (60) calendar days to cure the non-compliance. If the Contractor remains in non-compliance after the cure period, the City may terminate this Agreement.

13. ASSIGNMENT. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or notation; provided, however, that claims for money due or that become due to the Contractor under this Agreement may be assigned to a bank, trust company or other financial institution upon written consent of the City thereto.

14. ENTIRE AGREEMENT. This Agreement and Exhibits A and B constitute the entire agreement of the parties and supersedes any and all prior agreements between the parties. As such, neither party shall rely upon any verbal representations, either

express or implied, which are not specifically stated herein. This Agreement shall not be amended or modified except by written agreement of both parties.

15. REPRESENTATIONS. By signing this Agreement, the Contractor represents that the person signing this Agreement is authorized to execute this Agreement on behalf of the Contractor, and that the Contractor agrees to be bound by the provisions of this Agreement.

16. NOTICES. Any and all notices contemplated by this Agreement shall be given as follows:

*TO THE CITY:*

City Manager  
215 SE 7<sup>th</sup> Street  
Room 352  
Topeka, Kansas 66603-3914  
With a copy to the City Attorney

*TO THE CONTRACTOR:*

Visit Topeka, Inc.  
President/CEO  
618 S. Kansas Avenue  
Topeka, Kansas 66603  
With a copy to the Board Chair

Such notices shall be given in writing and transmitted by U.S. Mail, postage prepaid; or hand delivered.

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

CITY OF TOPEKA, KANSAS

ATTEST:



*Brenda Younger*  
Brenda Younger, City Clerk

*Brent Trout*  
Brent Trout, City Manager

APPROVED AS TO FORM AND LEGALITY

DATE *2/8/19* BY *HE*



VISIT TOPEKA, INC.



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Rodger Fry, Board of Directors Chair



**EXHIBIT A**  
**VISIT TOPEKA, INC.**  
**Convention and Tourism Program Performance Indicators**  
**2018**

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In accordance with Contract No. \_\_\_\_ between the City of Topeka and Visit Topeka, Inc. (VTI), VTI will implement convention and tourism programs in accordance with the following performance indicators and will provide the following reports:

1. **Year to Date Profit and Loss Statements:** Financial Statement from Visit Topeka demonstrating sound financial position.
2. **Year to Date Smith Travel Research (STR) Report:** STR (Smith Travel Research) is the source for benchmarking and analytical insights within the hotel industry, with over 6.8 million hotels worldwide reporting their data on a daily basis. The data tracked covers all of Shawnee County and includes Average Daily Rate (ADR), occupancy %, Revenue per available room (RevPAR), total hotel nights, and total hotel revenues. **The goal is for the main hotel revenue indicators Occupancy %, Average Daily Rate (ADR) and Revenue Per Available Room (RevPAR) to outpace the 5 year citywide historical average.**
3. **Transient Guest Tax Annual Comparison:** This report illustrates transient guest tax collections and allocations compared to prior year.
4. **Attraction Attendance:** This report tracks attendance to major tourism attractions in the City on an annual basis. **The goal is to increase attendance numbers over the prior year.**
5. **Bid Fund Committed/Paid:** Reports bid fund recipients and future commitments. **The goal is that at least 50% of all bid fund collections in a year will be committed to events 24 months out or longer.**
6. **Marketing Report:** This report includes analytics for the website, social media, and ads. **The goal is to increase website views and social media followers over the prior year.**
7. **Tourism Development Report:** This report includes information regarding upcoming events.
8. **Sales Report:** Shows upcoming convention and leads. **The goal is that all Bid Fund commitments will be contracted at a higher ADR than the citywide ADR in an effort to increase total revenues.**

**EXHIBIT B**  
**VISIT TOPEKA, INC. PUBLIC DISCLOSURE POLICY**

Visit Topeka, Inc. (VTI) is a not-for-profit, non-partisan, and non-sectarian. organization pursuant to Section 501(c)(6) of the Internal Revenue Code. VTI is not a governmental entity subject to the Kansas Open Meetings Act or the Kansas Open Records Act. However, VTI will make the following documents available to the public upon written request:

1. Articles of incorporation;<sup>1</sup>
2. Form 1024 and all attachments;
3. Form 990;
4. Any other IRS forms required to be available for public inspection;
5. Contracts with governmental agencies and any attachments thereto;
6. Reports, accountings, or financial reports submitted to any governmental agency that would be deemed by that agency to be open pursuant to the Kansas Open Records Act;
7. Certificates of insurance required for governmental contracts; and
8. Policies required for governmental contracts.

VTI may charge reasonable fees, not to exceed actual costs, for access to records, copies of records and staff time for processing such requests. VTI will endeavor to respond to such written requests within 5 business days.

Written requests should be sent to the attention of the VTI President/CEO and include the following information:

1. Name of requestor (individual, business, or organization);
2. Preferred method of transmission (street address, P.O. Box, or e-mail address);
3. Phone number (daytime); and
4. Specific information requested and reason for request.

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<sup>1</sup> Also available on the Kansas Secretary of State's Web site: [www.sos.ks.gov](http://www.sos.ks.gov)



**City of Topeka**  
**Transient Guest Tax Committee**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**[www.topeka.org](http://www.topeka.org)**

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**DATE:** August 27, 2025

**CONTACT PERSON:**

**SUBJECT:** Public Comment

**PROJECT #:**

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**DOCUMENT DESCRIPTION:**

**ATTACHMENTS:**