



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

Governing Body Agenda

October 10, 2023
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

Karen A. Hiller	District No. 1	Hannah Naeger	District No. 6
Christina Valdivia-Alcala	District No. 2	Neil Dobler	District No. 7
Sylvia E. Ortiz	District No. 3	Spencer Duncan	District No. 8
Tony Emerson	District No. 4	Michelle Hoferer	District No. 9
Brett D. Kell	District No. 5		

Interim City Manager: Richard U. Nienstedt

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

Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date of the meeting for attachment to the meeting minutes.

The Federal Communications Commission (FCC) has adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. To reach the City Clerk's office using the TRS, please dial 711.

Agendas are available by 5:00 p.m. on Thursday in the City Clerk's Office, 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or on the City's website at <https://www.topeka.org>.

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. PRESENTATIONS:

- Topeka Fire Prevention Week
- Alternative Sentencing Court Update
- City of Topeka Homeless Initiative Core and Auxiliary Team Update

3. CONSENT AGENDA:

- A. MINUTES of the regular meeting of October 3, 2023
- B. APPLICATIONS:

4. ACTION ITEMS:

- A. Professional Consultant Contract - REVPAR International, Inc. Hotel Advisory and Asset Management Services

APPROVAL of a Consultant Contract between the City of Topeka and REVPAR International, Inc., for providing hotel advisory and asset management services.

(Approval will authorize the City Manager execute the contract for an amount estimated not to exceed \$372,300 and asset management fees estimated to be approximately \$144,000 per year plus expenses.)

5. PUBLIC COMMENT:

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6. ANNOUNCEMENTS:

7. EXECUTIVE SESSION:

Executive Sessions are closed meetings held in accordance with the provisions of the Kansas Open Meetings Act.

(Executive sessions will be scheduled as needed and may include topics such as personnel matters, considerations of acquisition of property for public purposes, potential or pending litigation

in which the city has an interest, employer-employee negotiations and any other matter provided for in K.S.A. 75-4319.)

8. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 10, 2023

DATE: October 10, 2023
CONTACT PERSON: Randy Phillips, Topeka Fire Chief. Karen Thadani, Municipal Court Judge DOCUMENT #:
SECOND PARTY/SUBJECT: Alternative Sentencing Court PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

- Topeka Fire Prevention Week
- Alternative Sentencing Court Update
- City of Topeka Homeless Initiative Core and Auxiliary Team Update

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Topeka Fire Prevention Week
Alternative Sentencing Court-Presentation
Cover Memo-Homeless Initiative Update

FIRE PREVENTION WEEK

UNATTENDED COOKING IS THE #1
CAUSE OF HOME FIRES.

- Fire Prevention Week (FPW) has historically been held the second week in October, to commemorate the Great Chicago Fire of 1871.
- The National Fire Protection Association (NFPA) started FPW and this year's theme is Cooking Safety.
- TFD will share fire prevention tips on our social media channels @topekafiredepartment throughout the month of October.

COOK WITH CAUTION!

- Be aware of the three things that make up a fire - **heat**, **fuel** and **oxygen**.
- Turn pot handles toward the back of the stove.
- If a small grease fire starts when cooking on a stovetop, slide a lid over the pan and turn off the stove.
(Remove heat and oxygen)
- Set a timer when cooking or baking.
- Establish a kid-free-zone of at least 3 feet around your stove.





CITY OF
TOPEKA



Alternative Sentencing Court

Established 2015



What is the Alternative Sentencing Court (ASC)?

2

A specialized docket designed to address the unique needs of defendants with mental health challenges, including addiction.

Established in 2015 (only three other City Courts of this type in the State)

GOAL: Reduce recidivism and increase utilization of Services in our community.





Need for this Court

3

Nationally, at least 2 million people with these mental health challenges are booked into jails each year. About 72% also have a co-occurring substance use disorder.

The vast majority are not violent criminals and are serving short sentences for minor crimes.

They stay longer than their counterparts without mental illness and often their conditions get worse.

At least 83% of jail inmates with a mental illness did not have access to needed treatment.





Benefits of ASC

4

Rehabilitative as opposed to punitive disposition options

Individuals are better served in the community with treatment programs in place than in jail

Jails spend two to three times more money on adults requiring mental-health interventions than on other inmates

There are significantly higher costs of medical care and greater deployment of manpower to safely house an inmate suffering from mental health challenges





ASC Program Details

5

Voluntary Participation

Probation or Diversion

12 months in duration

30, 60, or 90 day underlying sentence

Subject to sanctions for non-compliance





Referrals for ASC

6

Referral sources include:

Judges

Valeo staff (clinicians, case managers, CIT, etc.)

Veteran's Administration

Defense attorneys

Jail Mental Health Staff

TPD officers

ASC Coordinator





ASC Requirements

7

One-Year Program (minimum) that includes:

- Treatment
- Regular court appearances
- Regular drug testing
- Payment of all court fees
- Responsible for payment of treatment





ASC Program Phases

8

Prior to admission- must meet with defense attorney and complete a mental health intake and evaluation w/ Valeo

- Phase 1 (weekly): establishing treatment plan and referrals for services, start probation meetings, sobriety support
- Phase 2 (biweekly): continued participation in treatment, probation compliance, drug/alcohol-free
- Phase 3 (monthly): participation/completion of treatment programs, probation compliance, drug/alcohol-free





Weekly Staffing Meeting – ASC Team

9

Administrative Judge, Karan Thadani

Chief of Prosecution, Kelly Trussell

Probation Supervisor, Tricia Wiebe

ASC Clinician via Valeo, Morgan Gragert-Stewart

Court Appointed Counsel, Kevin Cook

BHU Officer

Veteran's Specialist, Stacey Downey

ASC Coordinator, Gail Lewis





Incentives

10

Clap, Clap, Clap...Sobriety, treatment completion, paying off fines, etc.

Chocolates

Gift Cards

Rocket Docket

Promotions to the next phase





What does success look like?

11

Medication compliance

Employment

Graduate of therapy services

Disability benefits obtained

Permanent housing

Substance abuse treatment completed

STAYED OUT OF JAIL!



How to make a recommendation for ASC?

12

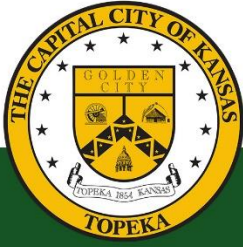
Email ASC Coordinator Gail Lewis: ASC@topeka.org

Email Judge Thadani: kmthadani@topeka.org

Email Chief of Prosecution: kjtrussell@topeka.org

Reach out to a BHU or Valeo Team Member





CITY OF TOPEKA

To: Honorable Mayor Michael A. Padilla
Topeka City Council Members
From: Irma Faudoa, Housing Navigator
Jana Kizzar, Major Topeka Police Department
Date: October 10, 2023
Re: Homeless Initiative Update

Major Jana Kizzar and I are honored to be co-leading the city's Homeless Initiative and it is with great pleasure that we provide you with an update on the progress of this crucial initiative.

Over the past few weeks, both the Core and Auxiliary teams have engaged in fruitful discussions, and it is through this dialogue that we have developed a comprehensive project statement. The focus of our project is to promote a safe community standard that addresses the complexities of homelessness that affect the quality of life for all Topekans, while increasing the accessibility of housing and services.

Over the next 8 months, the Core Team will convene weekly to delve deeper into this issue. At this stage, our primary goal is to gain a profound understanding of the intricate dynamics surrounding homelessness. We have initiated the process of identifying key stakeholder groups that could play a pivotal role in supporting our initiative and ensuring its success. By doing so, we aim to build a solid foundation upon which we can build and move forward with confidence.

We appreciate your ongoing support for this initiative.

Operations Fund

ATTACHMENTS:

Description

Contract - REVAR Consulting

Attachment A

Attachment B

CONTRACT NO. _____

ADVISORY AND ASSET MANAGEMENT SERVICES AGREEMENT

This Advisory and Asset Management Services Agreement (the “**Agreement**”) is entered into this ____ day of September, 2023, by and between the City of Topeka, Kansas, a municipal corporation organized and existing under the laws of Kansas (the “**City**”); and REVPAR International, Inc., a stock corporation organized and existing under the laws of Virginia (“**Consultant**”).

WITNESSETH:

WHEREAS, on June 27, 2023), the Contracts & Procurement Division of the City issued a Hotel Asset Manager RFP, soliciting proposals for hotel advisory and asset management services which RFP was amended on July 6 and 12, 2023, a copy of which is attached hereto as **Attachment A** (the “**Solicitation**”); and

WHEREAS, on July 19, 2023, Consultant submitted to the City a Proposal in Response to Hotel Asset the City RFP, a copy of which is attached hereto as **Attachment B** (the “**Proposal**”); and

WHEREAS, after due consideration of the Proposal, the City has accepted the Proposal subject to the terms and conditions of this Agreement; and

WHEREAS, the City desires to engage Consultant to provide the Services (defined below), and Consultant desires to be engaged to provide the Services to the City, as provided in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant, intending to be legally bound, hereby agree as follows:

1. **Services.** Consultant shall perform the Services in accordance with the terms and conditions of this Agreement and those components of the Solicitation and the Proposal that are expressly incorporated herein by reference. In the event that there is any inconsistency between or among Agreement, incorporated provisions of the Solicitation, and incorporated provisions of the Proposal, (a) this Agreement shall prevail over incorporated provisions of the Solicitation and/or the Proposal, and (b) incorporated provisions of the Solicitation shall prevail over incorporated revisions of the Proposal. Only those portions of the Solicitation and the Proposal that are expressly incorporated herein by reference are so incorporated. The remainder of the Solicitation and the Proposal are attached solely for convenience and have no legal effect.

a. The “**Services**” shall consist of the following:

(1) **Developing an Overall Strategy for the Hotel.** Consultant will advise the City on development of an overall strategy for redevelopment of the hotel located at 1717 S.W. Topeka Boulevard, Topeka, KS 66612 and now

operating as the Hotel Topeka at City Center (the “**Hotel**”), consistent with (1) paragraph A, including clauses i-iv, on page 2 of the Solicitation and (2) “Scope Item 1” (on pp. 13 and 14) of the Proposal, both of which are incorporated herein by reference. The overall strategy will include assisting the city in identifying a developer or buyer who is willing and able to take over redevelopment of the hotel for the City as the owner of the Hotel. Consultant shall provide recommendations on the structure of a proposed transaction in a way that will attract qualified prospective buyers and developers, which structure may include incentive packages. Notwithstanding anything to the contrary within Scope Item I, Phase 3 (on p. 14) of the Proposal, potential future owners of the Hotel need not be limited to entities that include some form of public participation. During Phase 1, Consultant will also advise the City on the business terms of a hotel management agreement with the management company that now operates the hotel, for continued management on a temporary basis while Consultant and the City pursue further steps toward redevelopment of the Hotel. As part of this scope, Consultant will evaluate whether the hotel should be branded as part of its redevelopment and repositioning. If Consultant determines that branding the hotel is accretive, Consultant will contact the pertinent brands on a preliminary basis to determine whether or not they would be willing to brand the hotel and the requirements for doing so, inclusive of preliminary costs, fees, etc. The actual selection of and negotiation with a specific brand would not occur until a later phase.

(2) Updating Hotel Facility Recommendations and Pro Formas. Consultant will independently prepare any updated facility recommendations and financial pro formas, consistent with Scope Item 5, Section A (on p. 19) of the Proposal, which is incorporated herein by reference. Consultant will do its own analysis. With respect to facilities recommendations, Consultant will work with architects and engineers who will be selected and engaged by the City. Specific to branding, the findings from **Scope a above** will be included in the Consultant’s facility recommendations and pro formas prepared in this section. Again, the actual selection of and negotiation with a specific brand would not occur until a later phase.

(3) Selecting a Management Company. If requested by the City in writing, Consultant will advise the City on selecting and engaging a management company to operate the Hotel, consistent (1) paragraph C, including clauses i-ii, on page 2 of the Solicitation and (2) “Scope Item 2” (on pp. 14-15) of the Proposal, both of which are incorporated herein by reference.

(4) Considering Brands and (if applicable) Selecting a Brand. Consultant will have already established which brands, if any, are most advantageous with which to affiliate the hotel **in 1.a and 1.b** above. In this phase, Consultant will undertake the balance of the methodology outlined in Scope Item

3 (on pp. 15-16) of Proposal and consistent with (1) Paragraph B, including clauses i-ii, on page 2 of the Solicitation to secure the brand for the hotel, both of which are incorporated herein by reference.

(5) Seeking a Developer/Buyer. Consultant will advise the City on marketing the Hotel to potential buyers, including buyers who may be interested in assuming some or all of the development process from the City.

(6) Technical Advisory and Pre-Opening Services. If requested by the City in writing, Consultant shall provide technical advisory and pre-opening services consistent with Scope Item 5, Section B (on pp. 20-21) of the Proposal, which is incorporated herein by reference. In addition to the Services described therein, during this phase, Consultant will assist the City in selecting contractors and overseeing renovation of the Hotel. The parties shall, in good faith, agree upon a written budget for Consultant's technical advisory and pre-opening services, and Consultant shall exercise commercially reasonable efforts to comply with the budget.

(7) Asset Management Services. If requested by the City in writing, Consultant will provide asset management services consistent with (1) paragraph D, including clauses i-iii and their respective subclauses on pages 2 and 3 of the Solicitation and (2) Scope Item 4 (on pp. 16-19) of the Proposal, both of which are incorporated herein by reference, and advise the City on preparing the Hotel to be marketed and sold to an independent party.

b. At an appropriate time to be agreed upon by Consultant and a representative of the City, Consultant shall cause Richard E. Pastorino to travel to Topeka, KS and make an in-person appearance before the City Council to express Consultant's recommendations for redevelopment of the Hotel based on some of the above Services, and to answer questions of City Council members.

c. Notwithstanding anything to the contrary within this Section 1, unless otherwise agreed by the parties in writing, the Services shall not include any of the following:

(1) any advisory or asset manager services of a type that are not specifically provided within the above scope;

(2) "extraordinary" advisory or asset management services that would not generally be contemplated within agreements of this type or provided to the Hotel in consideration for the compensation described herein; or

(3) specialized services that are only properly provided by specifically licensed or credentialed professionals. Among the excluded services, without limitation, are the following:

- (A) Accounting or preparation of annual or monthly profit and loss statements;
- (B) Acquisition due diligence services;
- (C) Appraisal or formal valuation services;
- (D) Capital project management services;
- (E) Design, construction, engineering, mechanical, structural, electrical or similar services;
- (F) Detailed market research, consumer surveys, focus groups, or similar services;
- (G) Forensic accounting, auditing, fraud detection, or bookkeeping services;
- (H) Insurance loss adjustment and related advisory services;
- (I) Legal advice or services, including litigation support services;
- (J) Negotiation and finalization of major ground leases ;
- (K) Negotiation of partnership agreements or loan documents, etc.;
- (L) Origination of debt and equity;
- (M) Preparation and prosecution of challenges to ad valorem tax assessments; or
- (N) Promotional, public relations and media relations services.

2. Timing, Estimated Costs and Maximum Costs. The parties shall exercise commercially reasonable efforts for Consultant to perform, and for the City to support Consultant in performing, the Services within the timeframes identified in the following table. Consultant's total fees and expenses for each of the following categories of Services shall not exceed the corresponding maximum amounts in this table.

Services	Projected Completion Date	Maximum Costs (1)	
		Prof Fees	Expenses
Developing an Overall Strategy for the Hotel	6 weeks from receipt of retainer	\$53,000 + \$7,500	
Updating Hotel Facility Recommendations and Pro Formas	3 weeks from authorization to proceed (assuming prior scope of work has been completed)	\$23,600 + \$1,200	
Selecting a Management Company	8 to 10 weeks	\$43,000 + \$7,500	
Considering Brands and (if applicable) Selecting a Brand	8 to 10 weeks	\$24,000 + \$5,000	

Seeking a Developer or Buyer	Ongoing	\$25,000 + \$7,500
Technical Advisory and Pre-Opening Services	Assumed 18 months	\$150,000 + \$25,000
Asset Management Services	Monthly – will start post renovation.	0.75% of Total Revenues or \$12,000 per month, whichever is greater + Expenses
Note (1) All fees assume no change in the scope of work outlined.		

3. Staffing. Consultant shall exercise its best efforts to cause the following services to be overseen by the following corresponding project director/manager employed by Consultant:

Services	Project Director or Manager
Developing an Overall Strategy for the Hotel	Rick Pastorino Chris Cylke Paul Landry
Updating Hotel Facility Recommendations and Pro Formas	Rick Pastorino Chris Cylke Paul Landry
Selecting a Management Company	Rick Pastorino Chris Cylke Paul Landry
Considering Brands and (if applicable) Selecting a Brand	Rick Pastorino Chris Cylke Paul Landry
Seeking a Developer or Buyer	Rick Pastorino Chris Cylke Paul Landry
Technical Advisory and Pre-Opening Services	Rick Pastorino Chris Cylke Paul Landry
Asset Management Services	Rick Pastorino Chris Cylke Paul Landry

4. Compensation. The City will pay Consultant fees for its Services, and reimburse Consultant for expenses incurred in the performance of its Services, consistent with Section 8 (on pp. 29-30) of the Proposal, which is incorporated herein by reference, as modified by this Agreement in the amounts set forth in the table above. Consultant shall invoice the City for its fees and expenses in arrears, and shall include, with each invoice, detailed time entries describing the Services provided and identification of each expense for which reimbursement is sought. Payment of the undisputed portion of any invoice shall be due within thirty (30) days after receipt

of the invoice. The parties shall negotiate in good faith to resolve any dispute over any invoice or portion thereof. The last paragraph of Section 8 of the Proposal (on p. 30) is stricken. Notwithstanding anything to the contrary within the Proposal, the City shall not be required to pay any retainer to Consultant.

5. Consultant's Work Product.

a. Except as provided in Section 5(b), all information, reports, studies, work products, and other tangible or intangible material produced by or as a result of the Services will be the sole and exclusive property of the City, it being intended that such material will be "works made for hire," of which the City will be deemed the author. To the extent that, notwithstanding the foregoing, such material is not deemed "works made for hire" under applicable law, Consultant irrevocably grants, assigns, transfers, and sets over unto the City all right, title, and interest of any kind, nature, or description in and to such material. Consultant will execute any documents requested by the City to evidence the City's ownership of such material.

b. Notwithstanding anything to the contrary within Section 5(a), the City shall not be entitled to any proprietary computer models that have been specifically designed by Consultant for the preparation of hospitality-related feasibility studies, valuations, and appraisals, among other analyses. These models will remain the property of Consultant. However, for the avoidance of doubt, Consultant irrevocably grants, assigns, transfers, and sets over unto the City all right, title, and interest of any kind, nature, or description in and to work product produced and delivered to Consultant that is based on application of the aforementioned models.

c. Notwithstanding anything to the contrary within Section 5(a), any report or associated materials produced by Consultant and submitted to the City pursuant to this Agreement may not be used in any prospectus or printed material used in connection with the sale of securities or real estate, or participation interests to the public, or in any newspaper publicity or other public forum, without Consultant's express, prior, written consent.

d. The scope of Consultant's study and reports thereon will not include the possible impact of zoning or environmental regulations, licensing requirements, or other restrictions concerning the proposed project except where such matters have been brought to Consultant's attention and are disclosed in any report delivered by Consultant to the City.

e. Consultant shall have no obligation to update its findings regarding changes in market conditions that occur subsequent to the completion of Consultant's fieldwork, or changes in the input of assumptions or information provided by the City after Consultant's

review of such information is complete, unless otherwise agreed in writing by Consultant and the City.

f. Since the estimates contained in any report issued by Consultant will be based on assumptions about circumstances and events that are inherently subject to uncertainty and variations, Consultant cannot guarantee that the results will actually be achieved. However, Consultant will exercise its best efforts to accurately project results, and will assign to the work professional personnel having the required competence.

g. Any projections made by Consultant of future rents, expenses, net operating income, mortgage debt service, capital outlays, cash flows, inflation, capitalization rates, discount rates, or interest rates are intended solely for analytical purposes and are not to be construed as predictions of Consultant and/or any appraiser engaged by Consultant. The aforementioned projections will represent only the judgment of the authors as to the assumptions likely to be used by market participants and sellers active in the marketplace, and their accuracy is no way guaranteed.

6. Confidential Information. Consultant agrees that the following information is strictly confidential: (a) any draft, preliminary or final report or any other oral or written work product produced by Consultant as part of or incident to the Services; and (b) any non-public information of the City that: (i) is designated as confidential or proprietary by the City, (ii) Consultant knew or reasonably should have known was confidential or proprietary, or (iii) derives independent value from not being generally known to the public (collectively, “**Confidential Information**”). Consultant further agrees it will not disclose any of Confidential Information to any third party or use any Confidential Information for its own benefit or the benefit of any third party. Consultant may share Confidential Information with its employees, officers or agents who have a need to know that is related to the business relationship created by this Agreement, but will inform them that the Confidential Information is confidential and proprietary to the City and will instruct them not to share the information with third parties. Consultant will take all reasonable steps necessary to preserve the confidentiality of the Confidential Information. The terms contained in this paragraph will survive the end or termination of this Agreement.

City understands and agrees that Consultant may collect certain confidential data (i.e., occupancy, average daily rate, etc.) from various industry sources typically under a confidentiality agreement which it is not permitted to divulge. To that end, REVPAR will only provide historical data in aggregate for groups of hotels as a whole, but not property-specific.

7. Audit. On three (3) business days’ notice and during regular business hours, the City will have the right to inspect, copy and audit the records of Consultant in connection with all matters related to this Agreement to evaluate compliance of Consultant with this Agreement, including, but not limited to, compliance by Consultant with legal requirements. Upon completion of the project, REVPAR International will deliver the stated deliverables per this contract or proposal. Under no circumstances shall the Client be entitled to any proprietary computer models, which have been specifically designed by REVPAR International for the preparation of hospitality-

related assignments including asset management projects, technical advisory assignments, feasibility studies, valuations, and appraisals, among other analyses. These models will remain the property of REVPAR International, Inc.

8. Assignment. Consultant will not assign this Agreement or any part hereof without the prior written consent of the City. The City may not assign this Agreement without the prior written consent of Consultant, not to be unreasonably withheld, conditioned or delayed if the assignment is to the owner of the Hotel, a purchaser of the Hotel, a subsequent operator of the Hotel or a lender or mortgagee of the Hotel.

9. Warranty. Without prejudice to Consultant's rights under Section 18 of this Agreement, Consultant covenants that the Services (i) will be performed in a timely, professional, and workmanlike manner, in compliance with applicable industry standards and in accordance with the requirements of this Agreement; (ii) will comply with applicable laws, rules, or regulations; (iii) will not violate or infringe on the rights of third parties, including contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent rights; and (iv) to the extent consisting of deliverables, will be technically correct and based on criteria included in this Agreement and in the Solicitation. Except as modified by the main body of this Agreement, all criteria in the Solicitation are incorporated within the Agreement by reference. Consultant represents and warrants that it has complied with, and continues to comply with, all legal requirements about its employees, including, but not limited to, those related to immigration status, taxes, insurance, and wage and hour requirements.

10. No Conflict of Interest. Consultant may perform services similar to the Services for third parties in Consultant's sole discretion; except that (i) the performance of such similar services will not be deemed a justification or excuse for any failure to perform under this Agreement, and (ii) Consultant will notify the City of any actual or perceived conflict of interests, and may not perform such similar services if the City declines to waive such conflict of interest.

11. Licenses and Permits. Consultant will obtain and keep valid and in force at all times any licenses or permits required by applicable laws for Consultant to perform the Services. If any such required license or permit is no longer valid and in force for any reason: (i) Consultant will notify the City immediately, and (ii) the City may immediately terminate this Agreement.

12. Term of Agreement. The Agreement shall become effective upon the first date written above, and shall remain in effect through project completion and the City's acceptance of deliverables.

13. Time of the Essence. It is agreed by and between the parties that time and punctuality are essential elements of the Agreement and that the parties will perform their respective obligations as and when provided by the terms of the Proposal.

14. Governing Law. The Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, without giving effect to any conflict-of-law principles thereof that would result in application of any other state's laws.

15. Indemnification.

a. Consultant hereby agrees to indemnify, defend and hold harmless the City and any of its departments, divisions, agencies, officers, employees and elected officials (collectively the "**City Indemnitees**") from and against any and all claims, demands, causes of action, loss, damage, cost, or expenses, specifically including reasonable attorneys' fees and other expenses of litigation incurred by or on behalf of any of the City Indemnitees and arising out of any negligence, fraud or willful misconduct by Consultant. Consultant specifically agrees that, without limiting the generality of the immediately preceding sentence, this duty to indemnify, defend and hold harmless will apply to the following:

- (1) Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of Consultant, its employees, agents, or subcontractors; and
- (2) Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of Consultant, its employees, agents, or subcontractors.

Notwithstanding anything to the contrary stated within this Agreement, (i) under no circumstances shall the City or any of its departments, officers or employees be liable or responsible for any loss, or damage to property, arising out of any actions of Consultant; and (ii) no shareholder, trustee, partner, member, beneficiary, director, officer, manager, security holder, employee, agent, representative or other person acting for or on behalf of Consultant or Owner shall have any personal liability for any obligations entered into for or on behalf of such party, and the assets of any such person shall not be subject to any claims or actions relating to any obligations of such party.

b. The City hereby agrees to indemnify, defend and hold harmless Consultant and any of its affiliates, and any of their respective shareholders, directors, officers and employees (collectively the "**Consultant Indemnitees**") from and against any and all claims, demands and causes of action asserted by any third parties against any of the Consultant Indemnitees and arising out the City's use of the Consultant's Services, except to the extent that the same arise out of any negligence, fraud or willful misconduct by Consultant.

c. This Section 15 shall survive the termination of this Agreement.

16. Termination Due to Lack of Funding. If, in the judgment of the City the City Manager, sufficient funds will not be available to continue the functions performed in this Agreement and for the payment of the charges hereunder, then the City may terminate this

Agreement at the end of its then-current fiscal year, without liability on account of such termination. The City agrees to give written notice of any such termination to Consultant at least 30 days prior to the end of its then-current fiscal year. The City will pay to Consultant all regular contractual payments incurred through the end of such fiscal year.

17. Termination for Convenience. The City's Director of Contracts & Procurement or designee may terminate performance of Services under this Agreement (and Consultant's entitlement to compensation for such Services), in whole or in part, whenever the Director determines that such termination is in the best interest of the City, and without liability to the City on account of such termination, except for Services rendered before the effective date of such termination. In the event of such termination, the Director or his or her designee shall provide Consultant written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. Consultant shall continue to perform any part of the Services that may not have been terminated by the notice.

18. Termination for Performance. If Consultant defaults in the performance of any of its duties or obligations under this Agreement, which default is not substantially cured within thirty (30) days after written notice is given to Consultant specifying the default, or, with respect to those defaults which cannot reasonably be cured within thirty (30) days, if Consultant fails to proceed within thirty (30) days to commence curing said default and to proceed with all due diligence substantially to cure the default, but in any event does not substantially cure the default within ninety (90) days, then the City may, by giving written notice of termination to the defaulting Consultant, terminate this Agreement as of a date specified in the notice of termination (the "**Termination Date**") such Termination Date being subsequent to the date of the notice of termination.

19. Disclaimer of Liability. No provision of this Agreement will be given effect that attempts to require the City to defend, hold harmless, or indemnify Consultant or any third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*

20. Disclosure; Litigation. Consultant agrees to disclose to the City, on an annual basis, any litigation Consultant is or was involved in during the previous year.

21. Notices. All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "**notices**") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery or sent by United States certified mail, postage prepaid, return receipt requested, or by overnight delivery, prepaid, addressed as follows or to any other persons or addresses as may be designated by notice from one party to the other:

If to the City: City Clerk
 215 S.E. 7th Street
 Topeka, KS 66603

with copies concurrently sent by the same means to:

City of Topeka Public Works Department
620 S.E. Madison
Topeka, KS 66607
Attn: Mr. Braxton Copley

and

Lannan Legal PLLC
1717 K Street, N.W., Suite 900
Washington, D.C. 20006

If to Consultant: REVPAR International, Inc.
1020 North Fairfax Street
Suite 320
Alexandria, VA 22314
Attn: Mr Richard E. Pastorino

22. Relationship of Parties. It is understood by the parties that Consultant is an independent contractor of the City and, when authorized to interact with third parties on behalf of the City, an agent of the City. Nothing contained in this Agreement shall be construed or held to make the City an employer, partner, joint venturer or associate of Consultant or any of its owners, officers or employees, in the conduct of his or her business, it being expressly understood and agreed that the relationship between the parties to this Agreement shall at all times remain solely contractual, as provided in this Agreement.

23. Assignment. Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. If Consultant employs any independent contractors or subcontractors, Consultant shall be responsible for the performance of their services.

24. Insurance. The City shall not be required to purchase any insurance against loss or damage for any property or service to which this Agreement relates. Subject to the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), and the claims provisions of the Code of the City of Topeka (Section 2-476 *et seq.*), Consultant shall bear the risk of any loss or damage to any personal property in which Consultant holds title. Consultant shall maintain on file in the Contracts and Procurement Division at all times during the term of this Agreement, including renewal periods, a current and valid Certificate of Insurance that provides Commercial General Liability, Automobile Liability, Workers' Compensation, and Professional Liability Insurance in the following minimum amounts:

- A. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate, with Products & Completed Operations coverage of \$2,000,000 in the aggregate and Property Damage coverage of \$100,000 per occurrence.
- B. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- C. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of the higher of the amount required by applicable laws or \$500,000 for each accident, covering all Consultant employees involved in performing Consultant's services under this Agreement.
- D. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

The Certificate of Insurance shall reflect that (i) the City is named as an additional insured with respect to the aforementioned Commercial General Liability and Automobile Liability Insurance

policies, as well as any comprehensive (umbrella) insurance policy carried by Consultant; and (ii) each of the policies required by this Section 24 includes an indorsement requiring the insurer to provide the City a minimum of ten (10) days' written notification before any alteration, material change or cancellation of such policy can take effect, and that such notice shall be addressed to the City of Topeka, Contracts & Procurements Division, 215 S.E. 7th Street, Room 60, Topeka, KS 66603; and (iii) except with respect to the Worker's Compensation Insurance and Employer's Liability Insurance, each of the policies required by this Section 24 insures liability incurred pursuant to a contract.

25. Limitation of Liability. Notwithstanding anything to the contrary contained within this Agreement, Consultant's aggregate liability under this Agreement shall not exceed the sum of (a) all fees paid to Consultant pursuant to this Agreement plus (b) Consultant's total recovery from insurance policies for such liability.

26. Anti-Discrimination. Consultant agrees to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law in the admission or access to, or treatment or employment in, its programs or activities. Without limiting the generality of the foregoing, Consultant agrees to comply with K.S.A. 44-1030 requiring that:

- (A) Consultant shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;
- (B) In all solicitations or advertisements for employees, Consultant shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Contracts and Procurement Division;
- (C) If Consultant fails to comply with the manner in which Consultant reports to the Contracts and Procurement Division in accordance with the provisions of K.S.A. 44-1031, Consultant shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (D) If Consultant is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Contracts and Procurement Division which has become final, Consultant shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

- (E) Consultant shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.

Consultant understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

27. Acceptance of Agreement. This Agreement shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.

28. Arbitration, Damages, Warranties. Notwithstanding any language to the contrary within this Agreement, no interpretation shall be allowed to find the City, or any department or division thereof, subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect, which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

29. Representative's Authority to Contract. By signing the Agreement, the undersigned representative of Consultant thereby represents that such person is duly authorized by Consultant to execute this Agreement on behalf of Consultant and that Consultant agrees to be bound by the provisions thereof.

30. Statutory Notice Requirements. Nothing in this Agreement shall be construed to waive any notice requirements under K.S.A. 12-105b.

31. Responsibility for Taxes. The City shall not be responsible for, nor indemnify a Consultant for, any federal, state or local taxes, which may be imposed or levied upon the subject matter of this Agreement.

32. Entire Agreement. The terms and conditions set forth in this Agreement (including incorporated provisions of the Proposal) collectively constitute the final written expression of all the terms of this transaction and are a complete and exclusive statement of those terms. The Agreement supersedes any prior or contemporaneous oral or written agreement, proposed agreements, negotiations, and discussions with respect to the subject matter hereof. Any representations, promises, warranties or statements by any employee or agent of Consultant that differ in any way from the terms of this written agreement shall be given no force or effect. The Agreement may be amended only by a written instrument signed by an authorized representative of REVPAR, and the City Manager (or Acting City Manager) following approval of the Topeka City Council.

33. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

34. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

35. Forum Selection. Any action brought by either party against the other arising under or related to this Agreement shall be brought exclusively within the United States District Court for the District Kansas (Topeka Division) or, if federal subject matter jurisdiction is lacking, in a state court of competent jurisdiction in Shawnee County, Kansas. Each of the parties hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or the doctrine of *forum non conveniens* to any such action being adjudicated in any such court.

36. Recitals Incorporated, Headings Not. The recitals at the beginning of this Agreement are hereby incorporated among the Agreement's terms and conditions. However, the headings at the beginnings of sections, subsections and paragraphs of this Agreement are solely for convenience and have no legal effect.

37. Execution in Counterparts. This Agreement may be signed by fax or electronic signature, which will be deemed to be an original signature, and may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument. This Agreement shall not be effective until the City has countersigned the Proposal on its "ACCEPTANCE AND RETAINER INVOICE" p., and this Agreement has been signed by both parties.

Signature page follows.

IN WITNESS WHEREOF, the parties have agreed to the Agreement effective as of the first date written above.

The “City”

“Consultant”

CITY OF TOPEKA, KANSAS

REVPAR INTERNATIONAL, INC.

Richard U. Nienstedt
Interim City Manager

Richard E. Pastorino
CEO/Principal

Date: _____

Date: _____

ATTEST:

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE _____ BY _____

C&P DIRECTOR

ATTACHMENT A

Solicitation

ATTACHMENT B

Proposal



CITY OF TOPEKA

Event # 2830-4

Name: Hotel Asset Manager Request for Proposals

Reference: Hotel Asset Manager Request for Proposals

Description: The City is seeking to contract with an Asset Manager to provide experienced hotel management, guide hotel strategy, and to oversee the hotel and Hotel Operator.

Buyer: Leigha Boling

Status: Pending award

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: OTHER

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 4

Event Dates

Preview:

Q & A Open: 06/27/2023 08:04:00 AM

Open: 06/27/2023 08:03:00 AM

Q & A Close: 07/12/2023 12:00:00 PM

Close: 07/19/2023 02:00:00 PM

Dispute Close:

Terms And Conditions

General

General

Read all terms and conditions before registering or responding to a bid event.

Thank you for your interest in registering online to do business with the City of Topeka. All data in this website is subject to the Statutes of the State of Kansas and ordinances contained in the Topeka Municipal Code. The City of Topeka shall not be held liable or legally bound by any software limitations or defect. The City of Topeka operates under and is subject to the Central Time Zone (CST or CDT).

The City of Topeka strives to include as many suppliers to enhance the competitive sealed bidding process. The City is unable to include every supplier in all events that they may be able to quote on. Registration on this site does not guarantee your organization notification of every bidding opportunity.

Event # 2830-4: Hotel Asset Manager Request for Proposals

Disclaimer

The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The City makes no warranties that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phone, computers, mobile devices), the bid time will be determined based upon the time indicated on the City server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.

Amendments to Bids: To ensure maximum access opportunities for users, events/solicitations shall typically be posted for a minimum of ten (10) days and no amendments shall typically be made within the last three days before the event/solicitation is due. Bidders/vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason bidders/vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's/vendor's responsibility to check the website from time to time for updates to events/solicitations and to pick up additional addenda and information.

All bids shall be considered firm for a period of forty-five (45) calendar days from the bid opening date unless otherwise stated in the bid specification document(s).

If bidders have a concern about bid specifications, or any term or condition that they believe restricts competition, bidders must contact, in writing, the Procurement Buyer assigned, no later than five (5) days prior to bid closing. Upon receipt, the Procurement Buyer will research the issue and provide a response within five (5) days. Failure to submit a question or concern within the five (5) day period will waive any right the bidder may have to challenge the bid letting or a bid award.

Standard Terms and Conditions

Contractor's Statement of Agreement

Contractor's Statement of Agreement

The City of Topeka, Kansas requires that all contracts of the City and its agencies include specific provisions to ensure equal employment opportunity and that all contractors provide evidence of the adoption of an affirmative action program. To comply with these requirements, all persons wishing to enter into a contract with the City shall complete and sign this agreement.

The contractor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:

(A) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;

(B) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Contracts and Procurement Division;

(C) If the contractor fails to comply with the manner in which the contractor reports to the Contracts and Procurement Division in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

(D) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Contracts and Procurement Division which has become final, the contractor shall be deemed to have breached the present contract and it

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Event # 2830-4: Hotel Asset Manager Request for Proposals

may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

(E)The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.

2.Guarantee that during the performance of any City contractor agreement the contractor, sub-contractor, vendor, or supplier of the City shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and City of Topeka Ordinance No. 16889 and any regulations or amendments thereto.

3.Submit to the Contracts and Procurement Division a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the Contracts and Procurement Division which is evidence of the adoption of an affirmative action program.

The contractor agrees to maintain a current and accurate plan on file with the Contracts and Procurement Division and shall update the plan as needed.

Company NameCompany Address

Signature and TitleDate

Revised 01-10-01

Contractual Provision

City of Topeka
Department of Administrative and Financial Services
Contracts and Procurement Division (Rev 06.2021)

CONTRACTUAL PROVISIONS

1.TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2.AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3.TERMINATION DUE TO LACK OF FUNDING

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

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Event # 2830-4: Hotel Asset Manager Request for Proposals

5.DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

6.ANTI-DISCRIMINATION CLAUSE

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

7.ACCEPTANCE OF CONTRACT

This contract shall not become effective until the legally required approvals have been given.

8.ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9.REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10.RESPONSIBILITY FOR TAXES

The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11.INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

Terms and Conditions

STANDARD TERMS AND CONDITIONS

Qualification Based Selection (RFP, RFQ, etc.)

Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements

1. READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY. Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.
2. SINGLE POINT OF CONTACT: The single point of contact for all inquiries, questions, or requests shall be the City of Topeka Contracts and Procurement Buyer or their designee initiating this solicitation. All communications shall be directed to the Buyer. No communication is to be had with any other City employee or representative while the bidding event is open and until a contract and/or purchase order is awarded and issued. Bidders may have contact with other City employees or representatives during negotiations, contract signing, or as otherwise specified in the solicitation documentation.
3. NEGOTIATED PROCUREMENT: The City reserves the right to negotiate with the selected bidder of this solicitation. The final

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Event # 2830-4: Hotel Asset Manager Request for Proposals

evaluation and award is made by the Procurement Negotiating Committee (Committee), which consists of the Department Director of the originating department, the Director of Administrative and Financial Services, the Director of Contracts and Procurement, or their designees. (For architectural, engineering and appraisal services, the City Engineer or designee will take the place of the Director of Contracts and Procurement or designee.)

4. **APPEARANCE BEFORE COMMITTEE:** Bidders may be required to appear before the Committee to explain their understanding and approach. The Committee may request additional information. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.

5. **QUESTIONS & ADDENDA:** All questions shall be submitted during the open questions period section of the City's online bidding portal. It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the solicitation. Any and all binding modifications to the solicitation shall be made by addendum.

6. **PRE-PROPOSAL CONFERENCE:** If so noted, all Pre-Proposal Conferences will be scheduled and information posted on the Meetings section in the solicitation. Attendance is typically not mandatory, but is strongly encouraged. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written and issued by addendum.

7. **COST OF PREPARING PROPOSAL:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract, and other costs associated with the solicitation.

8. **EVALUATION OF PROPOSALS:** Award shall be made through the qualification based selection process. Consideration and evaluation of such proposals will include but not be limited to:

- Adequacy and completeness of proposal;
- Compliance with the terms and conditions of the request;
- Experience in providing like services or products;
- Qualified staff;
- Methodology in accomplishing objectives;
- Response format as required by this request;
- Price; and
- Any other requirements specific to the service or product as outlined by the City of Topeka.

9. **ACCEPTANCE OR REJECTION:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the solicitation; and unless otherwise specified, to accept any item in a proposal.

10. **CONTRACT:** The successful bidder may be required to enter into a written contract with the City, which will incorporate the Contractual Provisions Attachment and Contractor's Statement of Agreement. No contract shall be considered to have been entered into by the City unless executed by the City Manager and the vendor. Professional service contracts exceeding fifty thousand dollars (50,000) must be approved by the Governing Body prior to being executed by the City Manager.

11. **CONTRACT DOCUMENTS:** In the event of a conflict in terms of language among the documents, the following order shall govern:

- Contractual Provisions Attachment and Contractor's Statement of Agreement, if incorporated in the Contract;
- Written modifications to the executed contract;
- Written contract signed by the parties;

12. **OPEN RECORDS ACT:** All proposals become the property of the City of Topeka. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all proposals rejected.

13. **FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY:** Unless otherwise specified, the price as negotiated shall include all applicable federal, state, and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this solicitation. The City of Topeka is exempt from state sales or use taxes, and federal excise taxes. These taxes shall not be included in the bidder's price quotations.

14. **SUSPENSION FROM BIDDING:** Any vendor who defaults on delivery as defined in this solicitation may, at the discretion of the Director of Contracts and Procurement, be barred from bidding or receiving an award on any subsequent solicitation for a period of time to be determined by the City.

15. **INSURANCE:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a self-insurance fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

16. **CASH BASIS AND BUDGET LAWS:** All contracts are subject to the State of Kansas Cash Basis and Budget laws. [K.S.A. 10-1101; 79-2925 et seq.] Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that funds are available at the time payment is required.

City Legal Approval February 8, 2022



Event # 2830-4: Hotel Asset Manager Request for Proposals

RFP Special Provisions

SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

(1) Transmittal letter which includes the following statements:

(a) That the vendor is the prime contractor and identifying all subcontractors

(b) That the vendor is a corporation or other legal entity

(c) That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal

(d) That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability

(e) That no cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.

(f) That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict

(g) That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

(h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City

(i) Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and

(j) That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

(a) Date established

(b) Ownership (public, partnership, subsidiary, etc.)

(c) Number of personnel, full and part time, assigned to this project by function and job title

(d) Data processing resources and the extent they are dedicated to other matters

(e) Location of the project within the vendor's organization

(f) Relationship of the project and other lines of business and

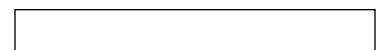
(g) Organizational chart

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

Payment: To be negotiated.



Event # 2830-4: Hotel Asset Manager Request for Proposals

Insurance Req with Errors and Omissions Coverage

INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

Products & Completed Operations Coverage Aggregate \$2,000,000

Property Damage per occurrence \$100,000

Automobile Liability

Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000

Professional Liability (Errors and Omissions)

Provide separate "claims made" form

Per Claim \$1,000,000

General Aggregate \$2,000,000

CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

City of Topeka

Contracts & Procurement Division

215 SE 7th Street, Room 60

Topeka, KS 66603

Attachments

Attachment

Event 2830 Hotel Asset Manager Request for Proposals.pdf

Addendum I Event 2830.pdf

3.7 Master Financial Model Hotel Topeka Historic PL 5.13 2023.pdf

1.0 Grey Hospitality Hotel Market Analysis Feasibility Study 7.6.23.pdf

Event # 2830-4: Hotel Asset Manager Request for Proposals

Commodity Codes

Commodity Code	Description
208-76	Real Estate/Property Management
209-77	Real Estate/Property Management
918	CONSULTING SERVICES
958	MANAGEMENT SERVICES
961	MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
971	REAL PROPERTY RENTAL OR LEASE

Line Details

Line 1: Hotel Asset Manager RFP

Description: Bidders should register and sign-in to provide questions or submit their proposals electronically in the ePro system. In the Line section, enter 1.00 in both the quantity and cost when submitting your bid response. Bidders must upload all proposals and documentation, and click SUBMIT in order to submit their final response.

Item: HOTEL ASSET MANAGER RFP Hotel Asset Manager RFP

Commodity Code: 918 CONSULTING SERVICES

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 12/31/2024

Require Response: Yes **Price Breaks Allowed:** No **Alternate Items Allowed:** No

Add On Charges Allowed: No

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	1010210100	52200	100.000%



CITY OF TOPEKA

Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749
Fax: 785-368-4499

Hotel Asset Manager Request for Proposals (RFP)

I. INTRODUCTION

The City of Topeka (City) seeks to contract with an Asset Manager to provide experienced hotel management, guide hotel strategy, and to oversee the hotel and Hotel Operator.

The City would charge an Asset Manager with four distinct roles:

- A. To assist the City in crafting an overall strategy, including evaluating the recommendations of a third-party hotel feasibility study
- B. To assist the City with identifying one or two target flags in the STR “Upscale” category and to negotiate with those entities (e.g., Hilton, Marriott, etc.) to secure a term sheet, committing to permit the property to develop with that flag
- C. To assist with identifying and negotiating a contract with a hotel operator, which may be a large hotel management company associated with the flag (e.g., Sheraton Operating Corporation, etc.)
- D. To perform ongoing asset management duties including developing strategy, overseeing the hotel management contract and monitoring hotel performance for the City

II. BACKGROUND AND OBJECTIVE

In June 2023, the City purchased the former Hotel Topeka at a foreclosure auction for \$7.5 million plus fees. That transaction is scheduled to close at the end of July. The City is following a set of principles for redevelopment of the site that include:

- A. Affirming the need for a high-quality, full-service conference hotel adjacent to the Stormont-Vail Events Center (<https://www.stormontvaileventscenter.com>) and serving the Maner Conference Center
- B. Committing to effect the recommendations of a third-party feasibility study for the property that (a) the hotel be redeveloped such that it is able to secure an STR “Upscale” class flag and (b) that the hotel have full-service offerings, including a restaurant serving hotel patrons, conference center guests and the community
- C. Taking early action to have its own consultants evaluate and provide recommendations for improvements to key building systems, including roofing, windows, MEP, HVAC and elevators
- D. Studying the potential for the City to own the hotel for the mid to long-term, using tax-exempt financing to cover acquisition and renovation costs, and contracting with an experienced hotel operator to manage the facility day-to-day

The hotel is adjacent to the Stormont-Vail Events Center, a 10,000 seat multipurpose arena, and connected to the Maner Conference Center. The hotel is currently unaffiliated with a flag. The hotel has 224 meeting rooms (102 king, 112 double, and 10 suites) on seven floors, and it sits on four acres, served by 260 parking spaces. According to county records, the hotel was constructed in 1997.

The City seeks proposals from experienced hotel Asset Managers to assist the City in executing on the principles. Based upon responses, the City anticipates conducting interviews with one or more respondents to identify final terms and costs proposed. The City expects the successful proposer will execute duties on a four-part scope of services as follows:

- A. Scope Item 1: Assess the market, the hotel's position in that market, and the validity of the third-party feasibility study recommendations:
 - i. Assess the Topeka hotel market to help identify the appropriate flag for the hotel
 - ii. Review the third-party feasibility study to determine whether it agrees that the hotel should be redeveloped as a full-service conference hotel in the STR "Upscale" class
 - iii. Review results of the City's building system assessment on the hotel and provide recommendations to the City on an approach to renovations and upgrades
 - iv. Assist the City in its review of potential ownership structures
- B. Scope Item 2: Assist the City in identifying one or more target hotel flags and securing a commitment from a flag for the hotel:
 - i. Negotiate a term sheet with the identified hotel flag
 - ii. Assist the City in identifying the appropriate scope of the renovation project to ensure the requirements of the flag are met
- C. Scope Item 3: Assist the City in securing an operator for the hotel:
 - i. Assist the City in identifying an appropriate operator for the hotel once a flag is determined
 - ii. Assist the City in negotiating a contract with such operator
 - iii. Assist the City in identifying the appropriate scope of the renovation project to ensure the requirements of the flag are met
- D. Scope Item 4: Provide ongoing asset management services:
 - i. Support management and team performance by:
 - a. Meeting with hotel operator executives to establish a working relationship with individuals responsible for the management and operations of the hotel
 - b. Coordinating with the hotel operator on the development of the annual budget and capital improvement plan, and meet with management on a regular basis to evaluate and monitor sales, marketing, and operational initiatives
 - c. Monitoring weekly and monthly market penetration reports and reviewing any significant variance with the hotel operator
 - d. Evaluating pricing strategies and yield management practices to ensure that the hotel is maximizing Revenue per Available Room (RevPAR)
 - e. Monitoring the hotel's operating expenses to ensure that effective cost-containment practices are in place, that operating expenses are in-line with those of comparable properties and industry standards, and that property management is maximizing cash flow
 - f. Reviewing guest satisfaction scoring, social media reviews and management responses
 - g. Monitoring profit and loss (P&L) reports and budget-to-actual reporting including an analysis of department performance metrics
 - h. As applicable, monitoring operator's progress on capital improvement plans and budgets
 - i. Providing support in developing preventative maintenance plans
 - j. Evaluating staffing plans and reviewing labor reporting and monitoring systems to ensure required salaries and benefits, per the management agreement are being applied
 - k. Evaluating personnel training procedures and practices to ensure that all employees contribute to overall guest satisfaction
 - l. Reviewing human resource policies and procedures, and by monitoring any legal or labor issues relating to the management of the hotel

- ii. Support sales, marketing, and public relations by:
 - a. Assisting the hotel operator in the development of annual sales and marketing plans, including sales goals and staffing plans
 - b. Monitoring market conditions and assessing how supply and demand characteristics impact the asset's revenue and profitability
 - c. Evaluating return on investment from advertising and promotional programs
 - d. Evaluating and monitoring management teams strategies to maximize RevPAR
 - e. Evaluating weekly sales report
 - f. Evaluating digital-marketing efforts including internet presence, rankings, search engine optimization, links to demand generators, social media reviews, and other product-to-market marketing programs
 - g. Interfacing periodically with the hotel operator to review hotel performance
- iii. Owner representative and owner engagement:
 - a. Visit the hotel periodically to ensure that the management team is effectively managing, marketing, and maintaining the asset
 - b. Coordinate with the owner on for the approval of the annual budget, sales and marketing plan, and capital improvement plan
 - c. Provide periodic reports on the hotel performance, including progress in meeting budget and sales goals, identifying any areas of merit that should be recognized or concerns that should be addressed and other salience issues relating to the management and financial performance of the asset

III. MINIMUM QUALIFICATIONS

- A. Extensive experience serving as an asset manager for similar hotel properties
- B. Extensive experience advising and executing on strategies to secure a hotel flag
- C. Experience negotiating term sheets with various hotel flags
- D. Prior experience working with public owners on hotel developments/redevelopments is preferred

IV. RESPONSE COMPONENTS

Interested proposers will need to provide the following information in order for their statements of qualifications to be considered:

- A. 1-2-page cover letter providing a brief introduction to the firm, providing key contact information for parties responsible for submitting the response and those having the ability to bind the firm, and affirming respondent's ability to meet the minimum qualifications and its understanding of the City's redevelopment principles for the hotel.
- B. A description of qualifications including:
 - i. The proposing firm's name, history, background, location(s), general description of services offered, and contact information
 - ii. A description of the proposer's staffing plan, including project team bios, their roles in the engagement, their backgrounds and qualifications, and their contact information
 - iii. A detailed description of how the proposer meets the minimum qualifications described herein
 - iv. A narrative approach of the proposer's understanding of the project and how it would proceed if selected
 - v. A narrative illustrating the proposer's understanding of the Topeka market, this hotel's role in that market, and the proposer's vision for the role of the renovated hotel in the market

- vi. A narrative describing any concerns regarding the ability of proposer to execute on the Grey Hospitality Study recommendations (full-service, Upscale hotel) or the City's principles with respect to the redevelopment of the hotel
- vii. Detailed information about the proposer's success in securing commitments from major hotel flags
- C. A detailed narrative describing the proposer's approach to the on-going scope of asset management services
- D. A proposed list of the proposer's key partners in the execution of the project if selected, including any subcontractors
- E. Up to three case studies describing the proposer's work on similar projects. Provide details from each project that are relevant to the City's situation.
- F. Commencing with the City executing a contract with the selected proposer in mid-September 2023, provide a high-level calendar identifying the expected work plan by month, through and including reopening the hotel to the public. The City anticipates selecting finalists by late-July and completing interviews by the first week of August. The City anticipates term sheets being due from selected finalists in the third-week of August with formal selection by the City of Topeka, Governing Body by mid-September, and commencing with the selection of a proposer in mid-September 2023.
- G. Contact information for four references, including at least one public sector reference, who can speak to the quality of proposer's experience and abilities
- H. Disclosure of any action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board or body in the last ten (10) years, which was initiated by a client of the firm or its principals against the firm or its principals.
- I. A cost proposal with a breakdown by scope item. Fees may be proposed as hourly, hourly with a not-to-exceed, fixed fee, success fee or other approach. Proposers should provide an expected maximum cost for each scope item:
 - a. Scope Item 1: Assess the market, the hotel's position in that market, and the validity of the third-party feasibility study recommendations
 - b. Scope Item 2: Assist the City in identifying one or more target hotel flags and securing a commitment from a flag for the hotel
 - c. Scope Item 3: Assist the City in securing an operator for the hotel. Assume the flag selected is in the STR "Upscale" category and that the hotel is a 224-room, full-service property
 - d. Scope Item 4: Provide ongoing asset management services. Assume the flag selected is in the STR "Upscale" category, that the hotel is a 224-room, full-service property, and that the City takes the Proposer's recommendation with respect to the selection of the operator

V. SELECTION CRITERIA

The City anticipates using an RFP review committee comprised of City staff, one or more City elected officials, and a representative of Visit Topeka (<https://www.visittopeka.com/about-us/>). The committee will rely upon analytical support from the City's financial advisor, Columbia Capital Management, LLC, and special counsel, Gilmore & Bell, PC.

- A. Statements of qualification will be evaluated on the following criteria:
 - i. 15% Clear understanding of and willingness to execute on the principles
 - ii. 20% Prior experience consulting on hotel redevelopment strategy
 - iii. 20% Prior experience identifying and securing flags for proposed hotels
 - iv. 20% Prior experience providing ongoing hotel asset management services
 - v. 15% Approach, calendar, quality of team and consultants
 - vi. 10% Cost



CITY OF TOPEKA

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City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

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Tel: 785-368-3749
Fax: 785-368-4499

ADDENDUM NO. I

Bid Event: **Event 2830 Hotel Asset Manager Request for Proposals**

Closing Date: July 19, 2023 2:00 p.m. Central Time

Addendum Date: June 27, 2023

Conditions of Addendum:

Bidders are instructed to read and to note the following described changes, corrections, clarifications, additions, deletions, and approvals for the bid documents.

Addendum No. I is part of the bid and documents and shall govern the performance of work. This addendum consists of 1 page and 0 attachments.

This addendum is issued for the following purposes:

Section **IV. RESPONSE COMPONENTS** within the “Event 2830 Hotel Asset Manager Request for Proposals.pdf” document within the attachment section of the RFP bid event has been modified to include the following requirement:

IV. RESPONSE COMPONENTS

Not including the cover page or table of contents page, proposals shall be no more than 35 pages. Font size shall be no smaller than size 11 font and page sizing shall be of 8 ½ inches by 11 inches, with 1 inch margins.

Contractor Signature: _____

Date: _____ Title: _____

BIDDERS ARE REQUIRED TO ACKNOWLEDGE ONE COPY OF THIS ADDENDUM BY SIGNING ABOVE WHERE INDICATED AND ONE SIGNED COPY MUST BE UPLOADED WITH YOUR BID.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 10, 2023

DATE: October 10, 2023
CONTACT PERSON: DOCUMENT #:
SECOND PARTY/SUBJECT: Public Comment PROJECT #:
Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC COMMENT PROTOCOL

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

Procedures for Addressing the Governing Body

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

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

The following behavior will not be tolerated from any speaker:

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

Any speaker who engages in this type of behavior will be warned once by the presiding office (Mayor). If the

behavior continues, the speaker will be ordered to cease his or her behavior. If the speaker persists in interfering with the ability of the Governing Body to carry out its function, he or she will be removed from the City Council Chambers or Zoom meeting room.

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

Zoom Meeting Protocol

- Make sure your Zoom name, email and/or phone number matches what was submitted to the City Clerk when you signed up for public comment. Any misnamed or unauthorized users will not be admitted to Zoom.
- Please keep your mic muted and your camera off until you are called by the Mayor to give your comment.
- If you are cut off during your comment time due to an internet connection or technical issue, you will need to submit your comments in writing to the City Clerk at ccclerk@topeka.org or 215 SE 7th Street, Room 166, Topeka, KS 66603 for attachment to the minutes.
- If you break any of the public comment rules, you will receive one warning from the Mayor. If you continue any prohibited behavior, you will be removed from the Zoom meeting room and will not be allowed to rejoin.
- Public comment is limited to four minutes. You may receive an extension at the discretion of the Governing Body. The timer will be visible to you in the 'City of Topeka Admin' window on the Zoom app. Call-in users will hear one beep when a minute is remaining and then another beep when time has expired.
- Please do not share the Zoom login information with anyone. Any unauthorized users will not be admitted to the Zoom meeting room.

BUDGETARY IMPACT:

SOURCE OF FUNDING: