# City of Topeka & Shawnee County

JOINT ECONOMIC DEVELOPMENT ORGANIZATION United For Growth

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## Table of Contents No. 1

JEDO Operational Rules (dated 2/21/14)

## Joint Economic Development Organization (JEDO) Operational Rules

### BOARD

- 1 Composition. The JEDO Board shall be comprised of 13 members. Voting members shall
- 2 include the three county commissioners, the mayor, the deputy mayor, and two City Council
- 3 members selected by the Council. Nonvoting members shall be the remaining 6 Council
- 4 members.
- 5 Alternates: If the deputy mayor or other voting City Council member cannot be present
- at a meeting, an alternate may be selected by the absent member, with full voting rights. The
- 7 absent member shall notify the JEDO Chairperson, in writing, of the identity of the alternate
- 8 before the meeting.
- 9 Quorum. Four voting members of the JEDO Board shall constitute a quorum and be necessary
- 10 for the transaction of business.
- Number of Votes Required; Abstentions; Presence. An affirmative vote of at least four voting
- members shall be necessary to take any action. Abstentions shall not operate as a vote in favor
- of the prevailing side. JEDO voting members must be physically present at the meeting at the
- 14 time a vote is called.

### CHAIRPERSON.

- 15 The JEDO Chairperson shall preside at all Board meetings. The City and the County shall rotate
- the position of JEDO Chairperson with the Mayor or Mayor's designee serving in odd-numbered
- 17 years pursuant to Resolution No. 7623 and the Chairperson of the County Commission or the
- 18 County Chairperson's designee serving in even-numbered years commencing on January 1 of the
- 19 respective year. If a vacancy is created, the respective governing body shall elect another
- 20 chairperson from among its voting members.
- 21 Alternate. If the Chairperson cannot be present for any meeting, the JEDO Board may elect an
- 22 alternate from the voting members of the same governing body as the Chairperson.
- Duties. In addition to presiding at all Board meetings, the Chairperson shall establish the date,
- 24 time, location, and agenda for each meeting.
- 25 Procedural matters. The JEDO Chairperson shall decide all issues of procedure relative to the
- 26 conduct of meetings and the interpretation of the operational rules.

#### MEETINGS

- 27 Meetings to be public; televised. All meetings of the JEDO Board shall be open to the public,
- 28 except for executive sessions pursuant to state law. Meetings shall be televised, subject to
- 29 budget constraints or technical difficulties.
- 30 Number. The JEDO Board shall meet on the second Wednesday of February, May, September
- and December of each calendar year and as needed, at the discretion of the Chair.
- Notice; Agendas. Notice of JEDO meetings shall be provided in accordance with the Kansas
- 33 Open Meetings Act. JEDO meetings shall be conducted in accordance with a written agenda in
- order that the JEDO members and the public may be informed as to the matters to be considered
- and may have an opportunity to be present. Agendas shall be furnished to members at least five
- 36 business days prior to each meeting and posted on the City and County websites.
- 37 Additions to Agenda. Items may be added to the agenda by any voting member, subject to the
- 38 approval of at least four voting members.
- 39 Public Comment. Comment from members of the public shall be entertained on each actionable
- 40 agenda item and at the end of each meeting. Comment shall be limited to topics directly relevant
- 41 to JEDO business. Members of the public wishing to speak must notify the City Clerk in odd-
- 42 numbered years or the County staff person designated by the County Commission in even-
- an numbered years before 5 p.m. on the date of the meeting. This requirement shall not apply to
- 44 items added during the meeting.
- 45 Time limits. Members of the public shall be limited to four minutes unless the Board, by
- 46 majority vote, extends the limitation. Debate, question/answer dialogue or discussion with
- 47 Board members will not count towards the four minute time limitation.
- 48 Conduct. Each person addressing the JEDO Board shall provide his/her name in an audible tone
- 49 or voice for the record. All remarks shall be addressed to the Board as a body and not to any
- 50 specific member. No questions shall be asked of the Chairperson or JEDO members. The
- 51 following conduct will not be tolerated: personal and slanderous remarks, fighting words,
- 52 unreasonably loud or repetitious speech, speeches disruptive of Board proceedings to the extent
- 53 that the proceedings are substantially interrupted. Any person engaging in any of these actions
- will be warned once by the chairperson. If the actions continue, the speaker will be escorted to a
- seat in the meeting room or escorted outside the meeting room if such person persists in
- 56 interfering with the ability of the Board members to conduct the meeting.

### RULES OF ORDER: MOTIONS

- 57 General. Robert's Rules of Order, 10<sup>th</sup> edition, shall govern the proceedings of JEDO in all cases,
- 58 unless they are in conflict with these operational rules. The JEDO Chairperson shall decide all
- 59 issues of procedure relative to the conduct of meetings and the interpretation of the operational
- rules. Board actions shall be taken by a vote of the voting members present after motions have
- been made and seconded. The City or County staff member designated to record the minutes
- shall call the roll and each voting member shall respond "yes," "no," or "abstain." The vote of
- each member shall be recorded in the minutes. Additionally, the following rules of procedure
- 64 shall apply:
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- 66 <u>Defer</u>. A matter may be deferred for up to six months.
- 67 Strike. A matter may be removed from the agenda without prejudice so that it may be returned
- to the agenda at any later date.
- 69 Amend a motion. An item may be amended. If the motion to amend is successful, it shall be
- 70 necessary to vote for the item, as amended. If the motion to amend is not successful, the original
- 71 motion shall be considered.
- 72 Reconsider. An item previously voted on cannot be reconsidered until six months has elapsed
- 73 from the previous action. However, this rule does not apply to the following:
- A motion to reconsider a matter that is adopted during the same meeting as the initial action.
  - Reconsideration is necessary to correct a typographical or legal error in the original item.
- The item amends or differs substantively, as determined by the Chairperson, from the previously adopted item.
- 79 Call for the Question. A motion to 'call for the question,' if successful, ends all discussion on
- 80 an item and requires a vote on the original item. However, all members shall have had an
- 81 opportunity to speak to the item before the motion to call for the question is in order. A motion
- 82 to call for the question must be seconded and passed by at least 5 voting members.
- 83 Adjourn. The Chairperson may adjourn the meeting if there is no other business to be
- 84 conducted. Alternatively, any voting member may move to adjourn upon the conclusion of
- business providing the motion shall not be used to foreclose discussion or for any other purpose
- other than the orderly termination of the meeting.

#### MISCELLANEOUS.

Administrative duties. The City and the County shall rotate the administrative duties with the City providing those services in odd-numbered years and the County doing so in even-numbered years. The administrative duties include recording the minutes, providing legal counsel, maintaining the records created during the year, and any other duties prescribed by the JEDO Chairperson.

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- Economic development. As required by the interlocal cooperation agreement, on or before November 1, the City Council, Mayor, and County Commission shall meet to consider the economic development priorities for the upcoming calendar year. In December of each year, the JEDO Board shall establish the economic priorities for the coming year based upon the discussions of the City Council, Mayor, and County Commission. If the JEDO Board does not establish priorities, the priorities as established for the previous year shall remain in effect.
- Temporary suspension of operational rules. Any operational rule can be suspended temporarily by a vote of at least 5 voting members. The suspension shall take effect only for the particular rule in question and shall not be considered as a permanent suspension.
- 102 <u>Amendment of operational rules</u>. Operational rules may be amended or new rules adopted by a vote of at least 4 voting members.

Adopted on February 12, 2014

Kevin J. Cook, JEDO Chairperson

ATTEST:



### Table of Contents No. 2

Interlocal Agreement (dated 12/9/04)

### **INTERLOCAL AGREEMENT**

(Shawnee County Contract No. C334 -2004) (City of Topeka Contract No. 34790)

AN INTERLOCAL AGREEMENT RELATING TO FINANCING COUNTYWIDE INFRASTRUCTURE DEVELOPMENT AND ECONOMIC DEVELOPMENT TO BE FUNDED BY A ONE-HALF OF ONE CENT COUNTYWIDE RETAILERS' SALES TAX

WHEREAS, on the August 3, 2004 election, the voters of Shawnee County approved a countywide retailers' sales tax in the amount of one-half of one cent to be levied in Shawnee County, Kansas and to take effect on January 1, 2005 and expire on December 31, 2016, to provide revenue to finance economic development and countywide infrastructure development and replacing the existing one-quarter of one cent retailer's sales tax; and

WHEREAS, economic development is defined as the implementation of the economic development priorities established on a yearly basis by the Joint Economic Development Organization (JEDO), guided by the Topeka/Shawnee County Economic Development Plan to the extent such a plan has been adopted by both parties. For purposes of this agreement, economic development includes research, target marketing, existing business retention and expansion, new business recruitment, infrastructure development, site acquisition, incentive funds, workforce training and expansion, and other such activities; and

WHEREAS, countywide infrastructure improvements include all the projects listed on the August 3, 2004 ballot question; and

WHEREAS, the County and City desire to enter into an interlocal agreement, pursuant to K.S.A. 12-2901 et seq., relating to financing countywide infrastructure improvements and economic development to be funded by a one-half of one cent countywide retailers' sales tax and that shall rescind the existing interlocal agreement regarding the same; and

WHEREAS, the County and the City agree to a joint countywide economic development program as authorized by K.S.A. 12-2901 et seq.;

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

- Development Organization, hereinafter referred to as "JEDO", a separate legal entity created by Shawnee County Contract No. C261-2001 and City of Topeka Contract No. 31439, and authorize said JEDO to provide the economic development program for the County and the City. This agreement shall rescind Shawnee County Contract No. C261-2001 and City of Topeka Contract No. 31439. All other contracts and resolutions approved by JEDO prior to this agreement shall remain in full force and effect. JEDO shall be organized according to the following provisions:
  - a) The JEDO shall be composed of a seven (7) member board containing the three (3) County Commissioners, the Mayor, Deputy Mayor, and two (2) City Council members. If the Deputy Mayor or other voting City Council member of the board cannot be present at a meeting, an alternate may be

appointed to serve at that meeting, with full voting rights. The alternate shall be a City Council member of the absent member's choice. The Chair of said JEDO shall rotate between the County and the City on a yearly basis with each municipality having sole discretion to designate its Chairperson. The County shall have the Chair in even numbered years. The remaining six (6) City Council members shall be ex-officio (non-voting) members of the JEDO; and

- b) The JEDO shall establish its own operational policies and procedures.

  The JEDO may employ such staff as is necessary for the performance of the functions and purposes of this agreement (see K.S.A. 12-2904a); and
- Agreement by the County and the City as well as the Attorney General's Office and shall be in existence for the life of the retailers' sales tax plus one (1) year. The JEDO shall have the authority to own and hold property. Any property held by the JEDO at its termination shall revert jointly to the County and City; and
- d) The JEDO shall be subject to the provisions of the Kansas Open Meetings Act, K.S.A. 75-6101, and the Kansas Open Records Act, K.S.A. 45-221; and
- e) There shall be an annual audit of the JEDO completed in accordance with approved accounting standards. Such audit and report shall be provided to the City and County and filed with the City Clerk and County Clerk and at the Topeka-Shawnee County Public Library. Both the City Clerk and the

County Clerk shall be authorized agents for the purpose of obtaining information about this one-half of one cent countywide retailers' sales tax from the Kansas Department of Revenue.

- 2. On or before November 1<sup>st</sup> of each year, the City Council, the Mayor, and the County Commission shall meet for purposes of considering the economic development priorities for the coming year. Thereafter, but not later than January 1<sup>st</sup>, the JEDO shall establish the economic development priorities for the next year based on the input received from the joint meeting of the City Council, the Mayor, and the County Commission. If for any reason priorities are not established by the JEDO for the next year, the priorities as established for the previous year shall remain in effect.
- shall be composed of the Shawnee County Public Works Director, the Topeka Public Works Director, the Shawnee County Financial Administrator, and the Topeka City Manager or a designee. The City and County shall transfer all of the sales tax receipts into an account created and maintained by the Committee. Such account will be the holding account for all the money needed to complete the economic development program and infrastructure improvements. When money is needed for the economic development program or to further any of the infrastructure improvements, this account shall be drawn upon by the signatures of two members of the Committee, one from the City and one from the County. The actions of the JEDO and the JEDO Finance Committee with respect to the completion of the infrastructure improvements and the economic development program contained in the ballot question shall be ministerial and not discretionary.

- a) Upon the later of the expiration or termination of the sales tax and the completion of and payment for the projects described/listed in Attachment A and the Topeka Boulevard Bridge project, the committee shall inform the City and County of any money remaining in the account. Unless otherwise agreed to by the parties, these excess monies, less any economic development (as provided by paragraph five of this agreement) or county bridge (as provided by paragraph six of this agreement) commitments, shall be distributed to the City and County in the proportional rates as provided by Kansas law at the time of the excess monies determination.
- 4. The County dedicated one (1) mill of ad valorem taxes in fiscal year 2002 to JEDO for economic development. This money was considered a loan to the economic development program and was to be repaid within four (4) years with no interest to the County from the one-quarter of one cent countywide retailers' sales tax. Such loan shall continue to be repaid in equal installments over the remainder of the four (4) year collection period using revenue collected from the one-half of one cent countywide retailers' sales tax. There are no changes to the terms and conditions of this loan.
- 5. Beginning in fiscal year 2005 and continuing throughout the life of the retailers' sales tax, the JEDO shall dedicate on an annual basis Five Million Dollars (\$5,000,000) of funds collected by the retailers' sales tax to the economic development program. Such dedication shall be made in equal monthly installments of \$416,666.66. Said monthly installments shall begin once the January 2005 collections are distributed by the Kansas Department of Revenue to the City and County. Any economic

development entity that contracts with JEDO will understand this lag in collection payments may result in receiving its initial payments late.

- 6. After each monthly distribution of funds as described in paragraph five, all sales tax receipts collected shall be dedicated to County bridges until such time as One Million Five Hundred Thousand Dollars (\$1,500,000) has been collected each year of the sales tax.
- 7. Beginning in 2007 and continuing through 2016, payments to cover the debt service of the Topeka Boulevard Bridge project shall be made. Such dedication shall occur after the payments as described in paragraphs four through six are made. The Topeka Boulevard Bridge project shall include, but not be limited to, the planning and construction projects previously approved by the Council of the City of Topeka pursuant to Ordinance Nos. 17701, 17814, 18041 and 18317.
- 8. All money collected in excess of the amounts set forth in paragraphs four through seven shall be distributed monthly to the JEDO Finance Committee account. JEDO shall be required to expend sufficient money to complete all of the remaining infrastructure improvements as specified in the August 3, 2004 primary election ballot question. The governing bodies and JEDO shall adhere as closely as possible to the project and payment schedule as set forth in attachment A, subject to formal approval of the projects by the appropriate governing body. Nothing in this agreement shall be construed as precluding the sales tax ballot projects being completed earlier than scheduled.
- 9. The JEDO shall have the authority to contract with an independent contractor to direct the economic development program. Any such contract shall

endeavor to use an amount not less than ten percent (10%) of the funds received to support economic development for socially and economically disadvantaged individuals and/or business enterprises. Any such contract shall be limited to one (1) year and subject to an annual review by the JEDO. In addition, any such contracts shall include a requirement that the contractor respond promptly to inquiries from both voting and non-voting members of the board.

- This agreement may not be terminated by either party as it is expressly acknowledged that this agreement is time limited, revenue specific, and funded with dedicated retailers' sales tax receipts. Unless required by elector petition as provided by K.S.A. 12-187(b)(1), neither the County or City shall submit the question of repeal of the countywide retailers' sales tax approved on August 3, 2004 to the voters during the term of this agreement unless such question contains an enhancement of the countywide retailers' sales tax.
- 11. The parties acknowledge and agree that this agreement for the distribution of sales tax revenues is a commitment for the protection of the public property, interests, and affairs being administered. Consequently, this agreement is expressly intended by the parties to be binding on future JEDO Boards, Boards of Shawnee County Commissioners, and Topeka City Councils.
- 12. This agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.
- 13. This agreement contains all of the agreements and understandings between the parties concerning its subject matter. The parties acknowledge and agree that this agreement supersedes all prior agreements and understandings, whether or not written.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be

ATTEST:

BOARD OF COUNTY COMMISSIONERS SHAWNEE COUNTY, KANSAS

Theodore D. Ensley, Chairman

Cygina A. Beck, Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY
BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE
DATE 17.0984 BY WAY

CITY OF TOPEKA, KANSAS

Almes H. Mrclustin James McClinton, Mayor

ATTEST:

Iris F. Walker Tonaka City Class

Iris E. Walker, Topeka City Clerk

APPROVED AS TO FORM AND LEGALITY BY THE CITY ATTORNEY'S OFFICE

DATE 12 8/04 BY 1



ATTACHMEN	IT A	
SALES TAX INFRASTRUCTURE	PROJECT SCHEDU	JLE
PROJECT	CONSTRUCTION YEAR	PROJECT ADMINISTRATION AGENCY
SW Wanamaker Road & 53rd Intersection	2007	County
SW 21st Street & Urish Road Intersection	2007	City
SE Croco Road: SE 21st to SW 29th	2008	County
SW 29th Street: SW Wanamaker Road to SW Urish Road	2008	City
SW Wanamaker Road: SW 41st Street to SW 53rd Street	2009	County
SW Wanamaker Road & SW 61st Intersection	2010	County
SE Croco Road: SE 6th Street to Sycamore (I-70)	2010	County
SW Wanamaker Road: 61st Street to 53rd Street	2011	County
SE 45th Street: S. Topeka Blvd to SE Adams	2012	County
SW 21st Street: City Limits to Urish Road	2013	City
SE 45th Street: SE Adams to SE California	2014	County
SW 21st Street: SW Urish Road to SW Indian Hills Road	2015	City
N. Topeka Blvd & 46th Intersection	2016	County



## Table of Contents No. 3

Amendment to Interlocal Agreement (dated 4/8/10)

### **AGREEMENT**

(Shawnee County Contract No. C 195 -2010) (City of Topeka Contract No. 1-0338)

AN AGREEMENT AMENDING SHAWNEE COUNTY CONTRACT NO. C334-2004
AND CITY OF TOPEKA CONTRACT NO. 34790
RELATING TO FINANCING COUNTYWIDE INFRASTRUCTURE DEVELOPMENT
AND ECONOMIC DEVELOPMENT TO BE FUNDED BY A ONE-HALF OF ONE CENT
COUNTYWIDE RETAILERS' SALES TAX

THIS AGREEMENT is entered into this Aday of April , 2010, by and between The Board of County Commissioners of the County of Shawnee, Kansas, a governmental subdivision of the State of Kansas, hereinafter referred to as "the County," and The City of Topeka, Kansas, a duly organized municipal corporation hereinafter referred to as "the City."

WHEREAS, the County and the City have executed Shawnee County Contract No. C334-2004 and City of Topeka Contract No. 34790 (hereinafter referred to as "the Agreement") relating to the financing of countywide infrastructure development and economic development to be funded by a one-half of one cent countywide retailers' sales tax; and

WHEREAS, the County and the City mutually desire to amend the Agreement as set forth herein;

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

- 1. Paragraph 1.a of the Agreement is hereby amended to read as follows:
  - a) The JEDO shall be composed of a seven (7) member board containing the three (3) County Commissioners, the Mayor, the Deputy Mayor, and two (2) City Council members. If the Deputy Mayor or other voting City Council member of the board cannot be present at a

meeting, an alternate may be appointed to serve at that meeting, with full voting rights. The alternate shall be a City Council member of the absent member's choice. However, such alternate may only serve after providing to the presiding officer a written proxy from the absent member. The Chair of said JEDO shall rotate between the County and the City on a yearly basis with each municipality having sole discretion to designate its Chairperson. The County shall have the Chair in even numbered years. The remaining six (6) City Council members shall be ex-officio (non-voting) members of the JEDO; and

2. Attachment A of the Agreement is hereby amended to provide for the construction of the improvements to the intersection of North Topeka Boulevard and 46<sup>th</sup> Street to occur in construction year 2013 (hereinafter "the Project"). The County will administer the Project and will obtain the financing for the construction, construction engineering, and contingencies. The County will be reimbursed as soon as excess sales tax revenues are available. However, such reimbursement shall occur no later than 2016. Such reimbursement shall include the actual costs of construction, construction engineering, contingencies, and the interest expense incurred by the County in order to finance the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

OFFICIAL
SE.L.

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BOARD OF COUNTY COMMISSIONERS SHAWNEE COUNTY, KANSAS

Michele A. Buhler, Chair

Cynthia A. Beck, Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY
BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE
DATE 3.15.10 BY



### CITY OF TOPEKA, KANSAS

Norton N. Bonaparte, Jr. Topeka City Manager

ATTEST:

Brenda Younger, Topeka Oty Clerk

APPROVED AS TO FORM AND LEGALITY
BY THE CITY ATTORNEY'S OFFICE
DATE 4/4/10 BY

### INTERLOCAL AGREEMENT

(Shawnee County Contract No. C<u>334</u> -2004) (City of Topeka Contract No. <u>34790</u>

AN INTERLOCAL AGREEMENT RELATING TO FINANCING COUNTYWIDE INFRASTRUCTURE DEVELOPMENT AND ECONOMIC DEVELOPMENT TO BE FUNDED BY A ONE-HALF OF ONE CENT COUNTYWIDE RETAILERS' SALES TAX

THIS AGREEMENT is entered into this 9 day of <u>December</u>, 2004, by and between The Board of County Commissioners of the County of Shawnee, Kansas, a governmental subdivision of the State of Kansas, hereinafter referred to as the "County," and The City of Topeka, Kansas, a duly organized municipal corporation hereinafter referred to as the "City."

WHEREAS, on the August 3, 2004 election, the voters of Shawnee County approved a countywide retailers' sales tax in the amount of one-half of one cent to be levied in Shawnee County, Kansas and to take effect on January 1, 2005 and expire on December 31, 2016, to provide revenue to finance economic development and countywide infrastructure development and replacing the existing one-quarter of one cent retailer's sales tax; and

WHEREAS, economic development is defined as the implementation of the economic development priorities established on a yearly basis by the Joint Economic Development Organization (JEDO), guided by the Topeka/Shawnee County Economic Development Plan to the extent such a plan has been adopted by both parties. For purposes of this agreement, economic development includes research, target marketing, existing business retention and expansion, new business recruitment, infrastructure development, site acquisition, incentive funds, workforce training and expansion, and other such activities; and

WHEREAS, countywide infrastructure improvements include all the projects listed on the August 3, 2004 ballot question; and

WHEREAS, the County and City desire to enter into an interlocal agreement, pursuant to K.S.A. 12-2901 et seq., relating to financing countywide infrastructure improvements and economic development to be funded by a one-half of one cent countywide retailers' sales tax and that shall rescind the existing interlocal agreement regarding the same; and

WHEREAS, the County and the City agree to a joint countywide economic development program as authorized by K.S.A. 12-2901 et seq.;

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

- 1. The County and City hereby desire to continue the Joint Economic Development Organization, hereinafter referred to as "JEDO", a separate legal entity created by Shawnee County Contract No. C261-2001 and City of Topeka Contract No. 31439, and authorize said JEDO to provide the economic development program for the County and the City. This agreement shall rescind Shawnee County Contract No. C261-2001 and City of Topeka Contract No. 31439. All other contracts and resolutions approved by JEDO prior to this agreement shall remain in full force and effect. JEDO shall be organized according to the following provisions:
  - a) The JEDO shall be composed of a seven (7) member board containing the three (3) County Commissioners, the Mayor, Deputy Mayor, and two (2) City Council members. If the Deputy Mayor or other voting City Council member of the board cannot be present at a meeting, an alternate may be

appointed to serve at that meeting, with full voting rights. The alternate shall be a City Council member of the absent member's choice. The Chair of said JEDO shall rotate between the County and the City on a yearly basis with each municipality having sole discretion to designate its Chairperson. The County shall have the Chair in even numbered years. The remaining six (6) City Council members shall be ex-officio (non-voting) members of the JEDO; and

- b) The JEDO shall establish its own operational policies and procedures.

  The JEDO may employ such staff as is necessary for the performance of the functions and purposes of this agreement (see K.S.A. 12-2904a); and
- Agreement by the County and the City as well as the Attorney General's Office and shall be in existence for the life of the retailers' sales tax plus one (1) year. The JEDO shall have the authority to own and hold property. Any property held by the JEDO at its termination shall revert jointly to the County and City; and
- d) The JEDO shall be subject to the provisions of the Kansas Open Meetings Act, K.S.A. 75-6101, and the Kansas Open Records Act, K.S.A. 45-221; and
- e) There shall be an annual audit of the JEDO completed in accordance with approved accounting standards. Such audit and report shall be provided to the City and County and filed with the City Clerk and County Clerk and at the Topeka-Shawnee County Public Library. Both the City Clerk and the

County Clerk shall be authorized agents for the purpose of obtaining information about this one-half of one cent countywide retailers' sales tax from the Kansas Department of Revenue.

- 2. On or before November 1<sup>st</sup> of each year, the City Council, the Mayor, and the County Commission shall meet for purposes of considering the economic development priorities for the coming year. Thereafter, but not later than January 1<sup>st</sup>, the JEDO shall establish the economic development priorities for the next year based on the input received from the joint meeting of the City Council, the Mayor, and the County Commission. If for any reason priorities are not established by the JEDO for the next year, the priorities as established for the previous year shall remain in effect.
- 3. There is hereby created the JEDO Finance Committee. This Committee shall be composed of the Shawnee County Public Works Director, the Topeka Public Works Director, the Shawnee County Financial Administrator, and the Topeka City Manager or a designee. The City and County shall transfer all of the sales tax receipts into an account created and maintained by the Committee. Such account will be the holding account for all the money needed to complete the economic development program and infrastructure improvements. When money is needed for the economic development program or to further any of the infrastructure improvements, this account shall be drawn upon by the signatures of two members of the Committee, one from the City and one from the County. The actions of the JEDO and the JEDO Finance Committee with respect to the completion of the infrastructure improvements and the economic development program contained in the ballot question shall be ministerial and not discretionary.

- Upon the later of the expiration or termination of the sales tax and the completion of and payment for the projects described/listed in Attachment A and the Topeka Boulevard Bridge project, the committee shall inform the City and County of any money remaining in the account. Unless otherwise agreed to by the parties, these excess monies, less any economic development (as provided by paragraph five of this agreement) or county bridge (as provided by paragraph six of this agreement) commitments, shall be distributed to the City and County in the proportional rates as provided by Kansas law at the time of the excess monies determination.
- 4. The County dedicated one (1) mill of ad valorem taxes in fiscal year 2002 to JEDO for economic development. This money was considered a loan to the economic development program and was to be repaid within four (4) years with no interest to the County from the one-quarter of one cent countywide retailers' sales tax. Such loan shall continue to be repaid in equal installments over the remainder of the four (4) year collection period using revenue collected from the one-half of one cent countywide retailers' sales tax. There are no changes to the terms and conditions of this loan.
- 5. Beginning in fiscal year 2005 and continuing throughout the life of the retailers' sales tax, the JEDO shall dedicate on an annual basis Five Million Dollars (\$5,000,000) of funds collected by the retailers' sales tax to the economic development program. Such dedication shall be made in equal monthly installments of \$416,666.66. Said monthly installments shall begin once the January 2005 collections are distributed by the Kansas Department of Revenue to the City and County. Any economic

development entity that contracts with JEDO will understand this lag in collection payments may result in receiving its initial payments late.

- 6. After each monthly distribution of funds as described in paragraph five, all sales tax receipts collected shall be dedicated to County bridges until such time as One Million Five Hundred Thousand Dollars (\$1,500,000) has been collected each year of the sales tax.
- 7. Beginning in 2007 and continuing through 2016, payments to cover the debt service of the Topeka Boulevard Bridge project shall be made. Such dedication shall occur after the payments as described in paragraphs four through six are made. The Topeka Boulevard Bridge project shall include, but not be limited to, the planning and construction projects previously approved by the Council of the City of Topeka pursuant to Ordinance Nos. 17701, 17814, 18041 and 18317.
- 8. All money collected in excess of the amounts set forth in paragraphs four through seven shall be distributed monthly to the JEDO Finance Committee account. JEDO shall be required to expend sufficient money to complete all of the remaining infrastructure improvements as specified in the August 3, 2004 primary election ballot question. The governing bodies and JEDO shall adhere as closely as possible to the project and payment schedule as set forth in attachment A, subject to formal approval of the projects by the appropriate governing body. Nothing in this agreement shall be construed as precluding the sales tax ballot projects being completed earlier than scheduled.
- 9. The JEDO shall have the authority to contract with an independent contractor to direct the economic development program. Any such contract shall

endeavor to use an amount not less than ten percent (10%) of the funds received to support economic development for socially and economically disadvantaged individuals and/or business enterprises. Any such contract shall be limited to one (1) year and subject to an annual review by the JEDO. In addition, any such contracts shall include a requirement that the contractor respond promptly to inquiries from both voting and non-voting members of the board.

- acknowledged that this agreement is time limited, revenue specific, and funded with dedicated retailers' sales tax receipts. Unless required by elector petition as provided by K.S.A. 12-187(b)(1), neither the County or City shall submit the question of repeal of the countywide retailers' sales tax approved on August 3, 2004 to the voters during the term of this agreement unless such question contains an enhancement of the countywide retailers' sales tax.
- 11. The parties acknowledge and agree that this agreement for the distribution of sales tax revenues is a commitment for the protection of the public property, interests, and affairs being administered. Consequently, this agreement is expressly intended by the parties to be binding on future JEDO Boards, Boards of Shawnee County Commissioners, and Topeka City Councils.
- 12. This agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.
- 13. This agreement contains all of the agreements and understandings between the parties concerning its subject matter. The parties acknowledge and agree that this agreement supersedes all prior agreements and understandings, whether or not written.

## IN WITNESS WHEREOF, the parties hereto have caused this agreement to be

executed as of the date first above w	ritten.
THIP OF KA	
Mark Tommonwood	
Mr. S. John Mary Mary Mary	BOARD OF COUNTY COMMISSION
OFFICIAL	SHAWNEE COUNTY, KANSA
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ATTEST: WEE COMMINGER	Theodore D. Ensley, Chairman
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BY THE SHAWNEE COUNTY COUNSELOR'S C	FFICE
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	CITY OF TOPEKA, KANSAS
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	James McClinton, Mayor
ATTEST:	***************************************
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Ario Walker	
Iris E. Walker, Topeka City Clerk	
APPROVED AS TO FORM AND LEGALITY	
APPROVED AS TO FORM AND LEGALITY BY THE CITY ATTORNEY'S OFFICE	* CAPITAL CITY *
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ATTACHMEN	TA	en e
SALES TAX INFRASTRUCTURE	 PROJECT SCHEDU 	JLE
PROJECT	CONSTRUCTION YEAR	PROJECT ADMINISTRATION AGENCY
SW Wanamaker Road & 53rd Intersection SW 21st Street & Urish Road Intersection	2007 2007	County City
SE Croco Road: SE 21st to SW 29th SW 29th Street: SW Wanamaker Road to SW Urish Road	2008 2008	County City
SW Wanamaker Road: SW 41st Street to SW 53rd Street	2009	County
SW Wanamaker Road & SW 61st Intersection SE Croco Road: SE 6th Street to Sycamore (I-70)	2010 2010	County County
SW Wanamaker Road: 61st Street to 53rd Street	2011	County
SE 45th Street: S. Topeka Blvd to SE Adams SW 21st Street: City Limits to Urish Road	2012	County
BE 45th Street: SE Adams to SE California	2013	City
SW 21st Street: SW Urish Road to SW Indian Hills Road	2014	County
I. Topeka Blvd & 46th Intersection	2016	County



## Table of Contents No. 4

Amendment to Interlocal Agreement (dated 3/24/14)

### AGREEMENT

(Shawnee County Contract No. C 103 -2014) (City of Topeka Contract No. 43522)

AN AGREEMENT AMENDING SHAWNEE COUNTY CONTRACT NO. C334-2004
AND CITY OF TOPEKA CONTRACT NO. 34790
RELATING TO FINANCING COUNTYWIDE INFRASTRUCTURE DEVELOPMENT
AND ECONOMIC DEVELOPMENT TO BE FUNDED BY A ONE-HALF OF ONE CENT
COUNTYWIDE RETAILERS' SALES TAX

THIS AGREEMENT is entered into this 24 day of March, 2014, by and between The Board of County Commissioners of the County of Shawnee, Kansas, a governmental subdivision of the State of Kansas, hereinafter referred to as "the County," and The City of Topeka, Kansas, a duly organized municipal corporation hereinafter referred to as "the City."

WHEREAS, the County and the City have executed Shawnee County Contract No. C334-2004 and City of Topeka Contract No. 34790, as amended, (hereinafter referred to as "the Agreement") relating to the financing of countywide infrastructure development and economic development to be funded by a one-half of one cent countywide retailers' sales tax; and

WHEREAS, the County and the City mutually desire to amend the Agreement as set forth herein;

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

- 1. Paragraph 9 of the Agreement is hereby amended to read as follows:
  - 9. The JEDO shall have the authority to contract with an independent contractor to direct the economic development program. Any such contract shall endeavor to use an amount not less than ten percent (10%) of the funds received to support economic development for socially and

economically disadvantaged individuals and/or business enterprises. Any such contract shall be limited to a term not to exceed **three** (3) **years**. In addition, any such contract shall include a requirement that the contractor respond promptly to inquiries from both voting and non-voting members of the board.

2. All other provisions of the Agreement, as amended, shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SHAWNEE COUNTY, KANSAS  Robert E. Archer, Chair 3/3/20/4
Cynthia A. Beck, Shawnee County Cle	erk
BY THE SHAWNEE COUNTY COUNSELOR'S OF	FICE
CAPITAL CITY INCORPORATED  ATTEST:  ANS	CITY OF TOPEKA, KANSAS  Vim Colson, City Manager

2

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY BY THE CITY ATTORNEY'S OFFICE

14 BY



## Table of Contents No. 5

JEDO Resolution No. 2011-1 – Clarifying Intent of the Interlocal Agreement (dated 5/12/11)

### RESOLUTION NO. 2011-

A RESOLUTION TO CLARIFY THE INTENT OF THE INTERLOCAL AGREEMENT RELATING TO FINANCING COUNTYWIDE INFRASTRUCTURE DEVELOPMENT AND ECONOMIC DEVELOPMENT TO BE FUNDED BY A ONE-HALF OF ONE CENT COUNTYWIDE RETAILERS' SALES TAX

WHEREAS, Shawnee County (County) and the City of Topeka (City) entered into an Interlocal Agreement on December 9, 2004 to continue the Joint Economic Development Organization (JEDO), a separate legal entity, and authorize the JEDO to provide the economic development program for the County and City and complete the countywide infrastructure improvements listed on the August 3, 2004 ballot question; and

WHEREAS, the JEDO shall establish its own operational policies and procedures; and

WHEREAS, the JEDO shall consist of a seven (7) member Policy Board consisting of the three (3) County Commissioners, the Mayor, Deputy Mayor, and two (2) City Council Members; and

WHEREAS, a JEDO Finance Committee was created to act as a ministerial agent for the JEDO financial account; and

WHEREAS, the JEDO financial account shall be drawn upon by the signatures of two members of the JEDO Finance Committee when money is needed for the economic development program or to further the infrastructure improvement projects; and

WHEREAS, the JEDO Finance Committee has identified inconsistent policy guidelines regarding the implementation and reimbursement of funds for countywide infrastructure improvements; and

WHEREAS, the JEDO Finance Committee desires clarification and direction from the JEDO Policy Board regarding the reimbursement of funds for countywide infrastructure improvements; and

WHEREAS, the JEDO Finance Committee recommends the JEDO Policy Board adopt the following policy guidelines regarding reimbursement of administrative fees and utility relocation costs associated with the countywide infrastructure improvements being funded by the one-half cent countywide sales tax:

1. The total costs for design and construction of the relocation of the City-owned water and sewer lines which need to be relocated for the SE 45<sup>th</sup> Street (Topeka Boulevard to California) improvement projects be paid with one-half cent sales tax proceeds

- 2. The total costs of the future relocation of utilities owned by the City or County be included in the project costs and be reimbursed with the one-half cent sales tax proceeds when the relocation is necessitated by the one-half cent sales tax projects
- 3. The County be reimbursed two percent (2%) of total project costs for administrative expenses it has incurred for the countywide infrastructure improvements it has administered to date as follows:

	PROJECT	<u>2% ADMIN FEE</u>
0	Wanamaker Road and 41st Street Intersection	\$7,434
0	Wanamaker Road (39 <sup>th</sup> – 41 <sup>st</sup> )	\$6,371
0	Wanamaker Road and 53 <sup>rd</sup> Street Intersection	\$19,066
0	Wanamaker Road (41st - 53rd)	\$115,409
0	Wanamaker Road and 61 <sup>st</sup> Street Intersection	\$27,861
0	Croco Road (21st – 29th)	\$65,178
0	Croco Road (6 <sup>th</sup> – Sycamore)	\$27,402
0	Croco Road and 29th Street Intersection	\$67,076

- 4. The County and City be reimbursed two percent (2%) of total project costs for administrative expenses for current and future countywide infrastructure improvements being funded by the one-half cent countywide sales tax that each entity administers
- 5. The City be reimbursed for actual expenses incurred for staking and inspection plus one and four-tenths percent (1.4%) for administration of those expenses for current and future countywide infrastructure improvements being funded by the one-half cent countywide sales tax that it administers

**NOW THEREFORE**, the JEDO Policy Board, meeting on this <u>12</u> day of <u>MAY</u>, 2011, does hereby resolve as follows:

The County and City shall be reimbursed for administrative fees and utility relocation costs associated with the countywide infrastructure improvements being funded by the one-half cent countywide sales tax as described herein in paragraphs 1-5 above. All other components of the December 9, 2004 Interlocal Agreement shall remain in full force and effect.

This resolution shall take effect as of the date first above written.

# JOINT ECONOMIC DEVELOPMENT ORGANIZATION



Bob Archer, Chair and Presiding Officer

ATTEST:

APPROVED AS TO FORM AND LEGALITY

DATE 5 18 1) BY 1

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# Table of Contents No. 6

JEDO Contract No. C-1-2014 – Agreement for Services (3 year contract) (dated 4/4/14)

## JEDO CONTRACT NO. C- - 2014

### AGREEMENT FOR SERVICES

whereas, the JEDO has as its principal mission the support of a strong economic development program designed to expand employment, strengthen the tax base and diversify and strengthen the Topeka and Shawnee County economy; and

WHEREAS, GO Topeka is an existing non-profit Kansas corporation, whose sole purpose is economic development within Topeka and Shawnee County; and

WHEREAS, the JEDO and GO Topeka have strong ties with goals and objectives that are compatible and mutually beneficial; and

WHEREAS, the JEDO and GO Topeka are currently parties to JEDO Contract No. C-1-2013extending through the end of 2014; and

WHEREAS, JEDO wishes to extend the contractual relationship with GO Topeka for three years beginning on January 1, 2015;

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

1. For each of calendar years 2015, 2016 and 2017, the JEDO agrees to grant at least Five Million Dollars (\$5,000,000.00) from its economic development fund to GO Topeka for the purpose of providing economic development services as set forth or referred to in this Agreement, including research, target marketing, existing business retention and expansion, new business recruitment, minority business development, entrepreneurial business development, infrastructure development, site acquisition and development, incentive funds, workforce training and expansion, and other such activities deemed necessary and appropriate services shall be more fully described in the Business Plans authored by GO Topeka and presented to the JEDO prior to the beginning of each year. Notwithstanding the foregoing, if the sales tax that currently funds the JEDO's economic development fund is not renewed, extended and/or replaced, the JEDO's grant shall be proportionately reduced to correspond to trailing sales tax revenues received in 2017 (if any) from the sales tax discussed in Paragraph 3 below, and the Business Plan for 2017 would relate to

such trailing sales tax receipts, unspent economic development funds from previous years, and economic development projects.

- 2. The term of this Agreement shall be for three (3) years from January 1, 2015 to December 31, 2017. The term of this Agreement shall be extended beyond this term only upon written agreement of the parties unless either party terminates this Agreement by written notice to the other party given as provided in paragraph 9.
- 3. Subject to the clarification discussed above with respect to 2017, for each of calendar years 2015, 2016 and 2017, GO Topeka shall receive at least Five Million Dollars (\$5,000,000) from the JEDO pursuant to paragraph five of the Interlocal Agreement establishing the JEDO (Shawnee County Contract No. C261-2001 and City of Topeka Contract No. 31439, or in accordance with the terms of any successor Interlocal Agreement that may be executed between Shawnee County and the City of Topeka). GO Topeka understands the payment of said money is subject to the distribution schedule of the Department of Revenue of the State of Kansas who will collect and distribute the retailers' sales tax enacted for a twelve (12) year term beginning in year 2005, as the same may be extended, renewed or replaced. GO Topeka shall set aside Fifteen Thousand Dollars (\$15,000) of this money each year to pay for the expenses

of the JEDO. GO Topeka shall make payments on amounts owed to the County and City from this distribution.

- 4. The parties mutually agree that no expenditures shall be made from grant funds by GO Topeka, except as specified in the annual budget submitted by GO Topeka and approved by the JEDO each year. Such budget shall be submitted to the JEDO before the beginning of each calendar year, but may be amended from time to time by GO Topeka with the JEDO's approval.
- 5. In performing its duties and responsibilities hereunder, the parties acknowledge and agree that GO Topeka is and shall be an independent contractor and not a partner, officer, agent, or employee of the JEDO, the City, or the County.
- 6. GO Topeka shall submit to the JEDO an annual Business Plan and budget reflecting the expenditures to be made during the fiscal year to be used only in accordance with the terms of this Agreement. Such funds shall be used during the contract period unless otherwise agreed upon by both parties, in writing by an amendment to this Agreement.
- 7. GO Topeka agrees to submit to the JEDO updated quarterly program status reports, as well as quarterly financial statements. Quarterly statements shall be submitted to the JEDO within forty-five (45) days after the close of each quarter. Additionally, GO Topeka will submit an annual program report and financial statement

to the JEDO after the conclusion of the program year covered by this Agreement. Go Topeka agrees to respond promptly to written inquiries from both voting and non-voting members of the JEDO.

- 8. Both parties understand that GO Topeka may incur budgeted expenses that are not due and payable until after the close of the current term of this Agreement. A cash carry-forward (from one year to the next) may be allowed with the written agreement of both parties to this Agreement executed before the 31st day of December of each year.
- 9. It is understood and agreed that either party may terminate this Agreement at either party's sole discretion by giving the other party notice in writing of such termination, not less than one hundred eighty (180) days prior to termination. The JEDO agrees that if it terminates the Agreement that it shall pay any payments which are referred to in the approved budget which come due within the one hundred eighty (180) day notice period. Upon termination of this Agreement, no further funds shall be payable or paid hereunder, except as otherwise provided herein. In any event, all obligations and commitments made before this Agreement is terminated will be honored by both parties which are described or referred to in the approved budget. Notice shall be deemed given and effective upon mailing of such notice to the receiving party or upon personal delivery of such notice. All cash

and real property shall revert to the JEDO upon termination. During the one hundred eighty (180) day termination period, any expenditure in excess of Three Thousand and No/100 Dollars (\$3,000.00) shall be first approved by the JEDO.

10. GO Topeka represents that it has, or will secure, all necessary employees, agents, independent contractors and other personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the JEDO, the City or the County. GO Topeka shall have the sole responsibility for the selection, management and termination of all personnel engaged in the work required under this Agreement. All aforesaid employees shall reside inside the boundary of the County of Shawnee, Kansas or make their residence within said boundary within Sixty (60) days of their initial employment unless any such affected employee obtains a waiver of this provision from the JEDO.

All of the services required hereunder will be performed by GO Topeka or under its supervision; all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

11. In carrying out the terms and provisions of this Agreement, GO Topeka will not unlawfully discriminate against any employee, applicant for employment, recipient of service, or

applicant to receive services because of race, color, religion, sex, age, disability, ancestry, or national origin. GO Topeka shall take affirmative action to ensure that applicants for employment, employees, applicants for service, and recipients of service are treated equally and fairly without regard to their race, color, religion, sex, age, disability, ancestry, or national origin. GO Topeka shall, in all solicitations or advertisements for employees or of services, placed by or on behalf of GO Topeka, state that all qualified applicants shall receive consideration for employment or services without regard to race, color, religion, sex, age, disability, ancestry, or national origin.

- 12. Should the JEDO or GO Topeka request changes in the scope of services of GO Topeka to be performed hereunder, such changes shall be mutually agreed upon by both parties and incorporated by written amendments to this Agreement.
- 13. No officer or employee of the City or County, member of the Governing Body of the City or County, or other public official of the JEDO who exercises any functions or responsibilities in the review or approval of the undertaking of the terms of this Agreement shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- 14. GO Topeka covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. GO Topeka further covenants that in the performance of this Agreement no person having such interest shall be employed.
- 15. GO Topeka shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation; provided, however, that claims for money due or to become due to GO Topeka under this Agreement may be assigned to a bank, trust company, or other financial institution upon written consent of the JEDO thereto.
- 16. Each party agrees to hold harmless and indemnify the other and any of their officers, agents, or employees from any and all liability for claims or causes of action of any person, firm, corporation, or entity for damages of any type whatsoever that might be sustained by virtue of any activities carried out in furtherance of this Agreement. GO Topeka shall procure and maintain during the term of this Agreement, in an amount approved by both parties, public liability and property damage insurance to insure GO Topeka and the JEDO from all liability for injuries, including death to persons or property which may arise out of the performance of this Agreement.

- 17. GO Topeka shall establish and maintain the records with respect to all matters covered in this Agreement in accordance with the JEDO policies or requirements, and specifically in accordance with the following provisions:
  - a. <u>Documentation of Costs</u>. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, or other official documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, vouchers, orders and other accounting documents shall be clearly identified and readily accessible.
  - b. <u>Documentation of Outcomes</u>. Actual outcomes in job creation, job retention, business creation, business growth and success of individuals in using training to secure and retain jobs will be provided by GO Topeka, at a minimum on a quarterly basis, to the JEDO Board and the public. These reports will include periods for the current year, 5-year, and 10-year views.
  - Information and Reports. GO Topeka shall, at such time and in such form as the JEDO may require, furnish to the JEDO, any individual member of the JEDO, the City Attorney, the City Manager, and the County Counselor, such statements, records, reports, data and information as may be requested pertaining to matters covered by this Agreement. It is understood by both parties that such requests will not violate the professional code of confidentiality that is maintained between GO Topeka and its business clients and prospects. Both parties acknowledge that, in the course of this Agreement, certain confidential information will need to be exchanged. With respect to information supplied in connection with this Agreement and designated by the disclosing party confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner; (ii) use confidential information only to perform its obligations under this Agreement; and (iii) reproduce confidential information only as required to perform its obligations under this Agreement. These requirements shall not apply to information which is (a) publicly known, (b) already known to the recipient; (c) disclosed to a third party without restriction; (d) independently developed; or (e) disclosed pursuant to legal requirement or order, including

the requirement that JEDO is subject to the provisions of the Kansas Open Meetings Act, K.S.A. 75-4317, and the Kansas Open Records Act, K.S.A. 45-215.

- d. Audits and Inspections. GO Topeka shall at any time during normal business hours make available to the JEDO, any individual member of the JEDO, the City Attorney, the City Manager, and the County Counselor, all of its records with respect to all matters covered by this Agreement. Further, such inspections shall not be limited in number or scope. GO Topeka shall also, at the conclusion of the Agreement year, order a certified annual audit by a certified public accounting firm selected by the JEDO, completed in accordance with generally accepted accounting principles relating to the finances related to this Agreement and make the audit results available to the JEDO.
- e. Availability of Records. Financial and project records, necessary supporting data, and programmatic reports as requested by the JEDO, or its agent, shall be available for a period of at least three (3) years.
- 18. GO Topeka agrees that an amount not less than ten percent (10%) of the funds referenced in paragraph 3 shall endeavor to be used to support economic development for the socially and economically disadvantaged individual or business enterprise. The definition of a Disadvantaged Business Enterprise shall be the same as the Disadvantaged Business Enterprise Program of the Kansas Department of Transportation in accordance with 49 CFR Part 26.

To facilitate the expenditure of these funds, Go Topeka shall create and retain a Minority and Women Business Development Advisory Council with the responsibility of approving a disadvantaged business enterprise budget and whose approval shall

be required for any expenditure exceeding three thousand dollars (\$3000).

- 19. GO Topeka shall maintain an inventory of all expendable supplies and fixed assets in accordance with the standard fixed asset policies and procedures as approved by the JEDO and shall annually provide a signed copy to the JEDO.
- 20. The parties understand that the scope of economic development retention, expansion and attraction may, in some cases, require that GO Topeka enter into funding commitments that extend beyond the three (3) year term of this Agreement. For such commitments, GO Topeka shall obtain the prior approval of JEDO, either in writing or by formal action of the JEDO Board at a duly called meeting and reflected in the meeting minutes.
- 21. This Grant Agreement may be amended by mutual, written agreement of the parties only.
- 22. The parties agree that the effective date of this Grant Agreement shall be January 1, 2015.
- 23. This Agreement represents the entire Agreement between the parties and may be amended only by written agreement signed by both parties.

IN WITNESS WHEREOF, the JEDO and GO Topeka have executed this Agreement.

Dated: 4-4-2014

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

By: Kevin J. Copk, Chair

Dated: 4/4/2014

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, a non-profit Kansas corporation



# Table of Contents No. 7

JEDO Contract No. C-2-2015 – Cash Carry-Forward Agreement (dated 12/16/15)

## JEDO CONTRACT NO. C-2 - 2015

## CASH CARRY-FORWARD AGREEMENT

THIS AGREEMENT is entered into this \_\_/\_\_\_ day of December, 2015, by and between the GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., a non-profit Kansas corporation, hereinafter referred to as "GO Topeka" and the JOINT ECONOMIC DEVELOPMENT ORGANIZATION, hereinafter referred to as "JEDO," a duly organized separate legal entity authorized by K.S.A. 12-2904(a) which was created by the Interlocal Agreement between the Board of County Commissioners of the County of Shawnee, Kansas, hereinafter referred to as "the County," and the City of Topeka, Kansas, hereinafter referred to as "the County," and the City of Topeka, Kansas, hereinafter referred to as "the City," dated December 9, 2004; and

WHEREAS, the Agreement for Services ("Agreement") recognizes that Go Topeka may incur budgeted expenses that are not due and payable until after the close of the current budget year; and

WHEREAS, the Agreement authorizes the parties to execute a Cash Carry-Forward Agreement before the 31st day of December of each year; and.

WHEREAS, in accordance with the Agreement, the parties mutually desire to enter into this Cash Carry-Forward Agreement.

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

GO Topeka shall be permitted to carry forward into 2016 an amount not to exceed
 Eleven Million Six Hundred Thousand Dollars (\$11,600,000) for the purpose of providing

economic development services as set forth or referred to in the parties' current Agreement for Services.

- The term of this Cash Carry-Forward Agreement shall be for one (1) year from 2. January 1, 2016 to December 31, 2016.
- This Cash Carry-Forward Agreement may be amended by mutual, written agreement of the parties only.
- 4. This Agreement represents the entire agreement between the parties and may be amended only by written agreement signed by both parties.

IN WITNESS WHEREOF, JEDO and GO Topeka have executed this Agreement.

Dated: 2-4-16

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

By: Lam E. Wolgast

Dated: 12/17/15

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, a non-profit Kansas corporation



# Table of Contents No. 8

2016 GO Topeka Economic Partnership Business Plan and Budget (approved 12/16/15)



# 2016 GO Topeka Economic Partnership Business Plan and Budget

In 2016, GO Topeka Economic Partnership will continue to serve as the community leader in creating opportunities for economic growth that provide a thriving business climate and fulfilling lifestyle for all residents of Topeka and Shawnee County. Our Business Plan is designed to be accountable to the Joint Economic Development Organization (JEDO) and the taxpayers of Topeka/Shawnee County.

### GO Topeka Economic Partnership- Our Unique Advantage

GO Topeka's primary function is economic development, which is vital to the growth and prosperity of Topeka/Shawnee County. Through this process of bringing new "outside" dollars into the community, a greater wealth and quality of place is established for our citizens and future generations. GO Topeka achieves this mainly through new capital investment, business creation and recruitment of "primary" jobs, as well as through retention and expansion of existing businesses and entrepreneurial development.

A second, but equally important function, is marketing Topeka/Shawnee County internationally, nationally, regionally and locally. Our unique marketing strategy is a complex mixture of creativity, strategy, relationships and dozens of components that come together to form a comprehensive marketing initiative. In 2016, GO Topeka will continue the targeted marketing focus to fully capture the audience of decision makers in our target sector industries, and to support our existing businesses and entrepreneurial development.

The foundation of any successful economic organization is the relationships it forms, both within and outside of the community. GO Topeka's existing relationships include the following: the taxpayers of Topeka/Shawnee County, existing employers, companies within targeted industries, site location consultants, and local, state, regional and national partners. These relationships develop over years of continuous interactions where a base of trust is established. Our clients and partners rely on GO Topeka to be the expert in business and industry.

The GO Topeka Team has decades of experience working in economic development, the marketing of communities and organizational administration. Those years have been spent building strong trusting relationships with all stakeholders, and increasing our professional expertise in economic development. Our long term relationships with Kansas City Area Development Council, KC SmartPort, Kansas Department of Commerce, Kansas Department of Transportation, state agencies, education institutions, and the Office of the Governor of Kansas have helped impact successful new business recruitment and existing business expansion projects.

As you explore the 2016 GO Topeka Business Plan you'll learn firsthand what sets us apart from the competition. Listed below are some of those functions that we specifically perform.

- 1. GO Topeka provides the most current and comprehensive information available to companies that are interested in locating or expanding in Topeka/Shawnee County. Samples of that information include:
  - Local demographic data
  - Quality of life offerings
  - Business assistance programs
- Public infrastructure
- Available real estate
- Taxes, fees and regulations
- Comprehensive Sites and Buildings Database to present Shawnee County available sites and buildings to prospects.
- 2. GO Topeka strategically markets Topeka/Shawnee County to the targeted business industry sectors through a variety of efforts including:
  - Website development
  - Recruitment from targeted industries
  - Electronic, social media and print advertising
- Site selection consultant presentations
- Tradeshows
- Multimedia presentations
- 3. GO Topeka works diligently with state, regional and community partners to ensure that a positive business environment exists in the community. Our existing business program requires a unique marketing approach and many of the same community assets that attract new companies will keep existing businesses rooted in Shawnee County. There are several reasons why companies thrive in certain communities and struggle in others. These factors include:
  - Proximity to markets
  - Room to expand
  - Local labor skills and availability
  - Tax and regulatory environment
  - Quality of life issues

- Cost of doing business
- Incentives
- Infrastructure
- Proximity to major universities
- Concentration of existing industries
- 4. The core of any community/city is its existing businesses. GO Topeka recognizes that much of Topeka/Shawnee County's continued job growth comes from its existing business/industry. Businesses thrive in environments that provide support and resources - making it easy to grow and move their product to the market place. GO Topeka continues our commitment to providing multiple means of assistance and support for primary employers by understanding and addressing their needs, as well as finding solutions to barriers that may keep business from thriving in the community. Additionally, GO Topeka will continue to refocus their ongoing efforts in increasing accessibility, visibility and viability of small business growth.
- 5. Workforce Development, delivering the skilled worker of the 21st century, will be a key component of GO Topeka programming. In 2016 as the gap in workforce skills continues globally, GO Topeka will work strategically with our partners to continue aligning the existing and future workforce and their skills with the current and future needs of businesses in Topeka/Shawnee County.
- 6. The purpose of the Entrepreneurial & Minority Business Development funding program is to increase the accessibility, visibility and viability of entrepreneurialism and small business growth for defined entrepreneurs in the community. EMBD promotes economic development, business recruitment and job creation in Topeka and Shawnee County for qualified persons. Entrepreneurial & Minority Business Development provides assistance and programs to empower small, low- to moderate-income, minority, or women-owned business enterprises with the knowledge and resources to build wealth and contribute to the economic betterment of Topeka and Shawnee County.
- 7. GO Topeka is the developer of two commerce parks, Central Crossing and Kanza Fire. GO Topeka provides the necessary infrastructure to serve businesses in the parks, as well as maintenance within the parks. GO Topeka uses the land in the parks and proceeds received from the half-cent countywide

economic development sales tax to provide incentives for job creation. In addition, GO Topeka markets other available buildings and sites within Topeka/Shawnee County to prospective companies.

#### Why do companies choose one community over another?

When choosing a new location, companies consider many factors, including: reducing operating costs; gaining better access to skilled labor; establishing a presence in a particular time zone; diversifying risk; or the owner may want to enjoy a better quality of life. Every industry, company, and corporate executive is different. It is the role of an economic developer to understand a company's needs and to portray the area in a positive light. This is most effectively done by providing detailed and accurate data about the community including comparisons to competing areas. Sometimes the information speaks for itself and the company has an easy decision to make. Other times the data may be similar between areas and incentives may come in to play.

#### How does Topeka/Shawnee County become more competitive?

Topeka/Shawnee County must look strategically at how it can improve its infrastructure, business climate, educational and workforce development (training) programs, quality of life, and other such improvements to make itself more attractive to companies. A community is judged not only by where it is today but by where it is going. In 2016 GO Topeka will increase their focus on the following initiatives to ensure that Topeka/Shawnee County is regarded highly on a global level.

- Supporting and innovating new cutting edge workforce development programs around the needs of 21<sup>st</sup> century companies.
- Providing assistance and support to existing primary employers and finding solutions to barriers of growth.
- Increasing the accessibility, visibility and viability of small business growth.
- Positioning Topeka/Shawnee County as the center of a nine county region, including Lawrence and Manhattan, to ensure a more global presence.
- Continuing innovative support and education for minority and women business entrepreneurs in Topeka/Shawnee County.

This annual business plan will be flexible, allowing quick adaptation to changing conditions in the economic development marketplace. The 2016 Business Plan is divided into the following action categories:

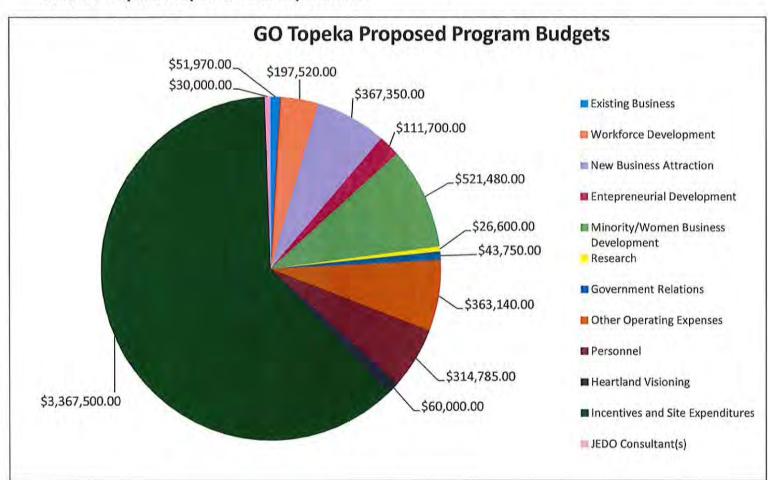
- New Business Attraction of new primary jobs and investments
- Existing Business, Expansion and Retention of existing primary employers
- Workforce Development focused on developing the future workforce
- Entrepreneurial and Minority Business Development working to assist and grow minority and women owned businesses
- Entrepreneurial Development focused on cultivating and growing potential primary employers and supporting small employers with resources for growth
- · Research supporting the overall strategy of economic development

In addition to these action items, GO Topeka pursues external funding for priority projects established by the governmental entities of the community.

## COMPONENT BUDGET SUMMARY

GO Topeka Proposed Program Budgets	Proposed 2016	Approved 2015	
New Business Attraction	\$ 367,350	\$ 432,200	
Existing Business	\$ 51,970	\$ 51,550	
Workforce Development	\$ 197,520	\$ 197,100	
EMBD	\$ 521,480	\$ 500,000	
Entrepreneurial Development	\$ 111,700	\$ 110,200	
Research	\$ 26,600	\$ 26,900	
Government Relations	\$ 43,750	\$ 44,500	
Total Program Budget	\$1,320,370	\$1,362,450	
Heartland Visioning	\$ 60,000		
Other Operating Expenses	\$363,140		
Personnel (excl. EMBD) salaries	\$314,785		
Incentives and Site Expenditures	\$3,367,500		
JEDO Consultant(s)	\$ 30,000		
TOTAL Proposed Budget	\$5,455,795		

2016 GO Topeka Proposed Total Expenditures



## BUSINESS PLAN COMPONENTS AND BUDGETS

## A. New Business Attraction

## A.1 National and International Marketing

\$102,000

- Creative services, as needed
- National awareness advertising involving trade and targeted industry publications
- International awareness marketing
- Electronic marketing in targeted industry sector organizations
- Marketing specifically aligned with target industry sectors
- Expansion of Social Media Strategy

## A.2 Economic Development Sales

\$102,000

- Creative services for site selector presentations
- Consultant office presentations
- Participation in site consultant events and organizations
- In-Community site visits for prospects and projects
- Prospect/project development
- Webinars with site consultants and industrial real estate consultants
- Visits to targeted industry sector companies

## A.3 Regional Marketing and Development Efforts

\$81.000

- Participation in Kansas Department of Commerce and Kansas City Area Development Council's hosted site consultant visits
- Prospect Development with Kansas City Area Development Council
- Generate Regional Market Data and Information
- Prospect Development with KC Smart Port
- Support of Regional Bioscience Initiatives
- Prospect Development with Kansas Research Nexus-Regional
- Site Consultant event

#### A.4 Website Maintenance & Enhancements

\$23,000

• Site and demographic GIS database

#### A.5 Professional Services

\$20,000

- Project impact analysis assessments through Impact DataSource
- Eco-Devo Project Tracker subscription and updates
- SwiftSite maintenance and enhancement
- Personnel Hiring

#### A.6 Professional Development/Partnering EDO's

\$19,250

- Kansas Economic Development Association (KEDA)
- International Economic Development Council (IEDC)
- Industrial Assets Management Council (IAMC)
- Team Kansas
- Downtown Topeka Incorporated, Inc. (DTI)
- Targeted industry trade associations
- Commercial Industrial Developers
- South East Development Council (SEDC)
- Economics Development Webinars/Learning series

		<ul> <li>Society of Industrial and Office Realtors (SIOR)</li> <li>Mid America Economic Development Council (MAEDC)</li> <li>IEDC Economic Development Research Partners (EDRP)</li> </ul>	
	A.7	Telecommunications Expense	\$1,800
	A.8	Car &Travel Expenses	\$1,500
	A.9	Meeting Expenses	\$1,800
	A.10	Postage	\$2,400
	A.11	Supplies	\$600
	A.12	Contingencies	\$12,000
	тот	AL COMPONENT BUDGET	\$367,350
В.	Exis	ting Business/Expansion & Retention	
	B.1	Existing Business Visitation Program     Conduct 140 business visits including at least 40 major employers     Two corporate headquarter visits with leading employers     Provide assistance with local/state incentives and resources for business expansion	\$4,000
	B.2	Existing Employer Recognition Program     Create opportunities for building relationships with existing business leadership and develop events to recognize existing industries.	\$2,000
	B.3	<ul> <li>Existing Employer Support</li> <li>Enhance partnership with Washburn University</li> <li>Six Sigma/Center for Organizational Excellence</li> <li>Local primary employer expansion assistance</li> <li>HR &amp; group manufacturing meetings</li> <li>One-on-one/small group relationship building events with local executive</li> <li>Partner with Entrepreneurial and Minority Business Development programmall businesses that need assistance and support.</li> <li>Financial Services industry seminar</li> </ul>	
	B.4	Economic Impact Analysis     Project economic impact analysis assessments developed by Impact Developed by Impact Developed by Impact Developed But Dev	\$3,600 DataSource.
	B.5	Marketing and Promotions  • Website support and updates  • Program marketing  • Promotions	\$3,000
	B.6	Professional Development and Business Organization	\$4,650

- International Economic Development Council
- Kansas Economic Development Association
- North Topeka Business Alliance
- Sales & Marketing Executives
- Business Retention Expansion International
- Monthly Economic Development Existing Business Programs

B.7 Telecommunications Expense	\$1,800
B.8 Car & Travel Expenses	\$1,020
B.9 Meeting Expenses	\$1,800
B.10 Postage	\$300
B.11 Supplies	\$600
B.12 Contingencies/Unspecified	<u>\$1,200</u>
TOTAL COMPONENT BUDGET	\$51,970

## C. Workforce Development

## C.1 WorkKeys High School Student Testing

\$35,000

- Fund testing of seniors in participating Shawnee County school districts.
- Provide testing results to participating schools showing a year by year comparison of test results.
- Promotion of WorkKeys/Ready Certificate to area employers.

## C.2 Employer Workforce Support

\$150,000

- Develop a Workforce Advisory group that includes superintendents, Post secondary education, and business leaders to cohesively deliver workforce training
- Assist and support Washburn Tech in development of high demand technical training
- Participate/assist with meetings with high school counselors to promote careers in manufacturing and technical industries
- Assist in development of scholarship programs for students interested in high demand careers
- Partner with primary employers to develop innovative solutions to workforce skills gaps
- Work with local and regional workforce development experts to assist in the delivery of a skilled workforce in Topeka/Shawnee County
- Promote and support the services of the Workforce Center necessary to meet local primary employer needs and for the attraction of future jobs and investment
- Create/support opportunities to educate high school and junior high students about careers in manufacturing and technical industries.
- Partner with programs to assist veterans in moving to the private sector
- Support reintegration programs for previous offenders

C.3	Professional Development  • Kansas Workforce Summit	\$700
C.4	Meeting Expenses	\$600
C.5	Marketing/Promotions Adv	\$9,000
C.6	Car and Travel Expenses	\$1,020
C.7	Contingencies/Unspecified	\$1,200
тот	AL COMPONENT BUDGET	\$197,520
D. Ent	repreneurial and Minority Business Development (EMBD)	
D.1	Salaries and Benefits (1.5 FTE)	\$129,780
D.2	Telecommunications Expense	\$1,200
D.3	Contract Services/Program Development  Instructor Training  Entrepreneur Software Applications & Licensing	\$34,000
D.4	Capital Expenditures	\$6,000
D.5	Car, Travel & Meeting Expense for Client Outreach	\$2,700
D.6	Subscription Expense Program Support Materials	\$600
D.7	<ul> <li>Professional Development and Outreach to EDO's</li> <li>International Economic Development Council (IEDC)</li> <li>National Minority Supplier Diversity Council</li> <li>United States Association for Small Business &amp; Entrepreneurship</li> <li>United States Women's Chamber of Commerce</li> <li>Kansas Economic Development Alliance (KEDA)</li> </ul>	\$8,600
D.8	Postage	\$2,400
D.9	Supplies	\$3,600
D.10	Market Scholarships -Small Business	\$3,000
D.12	Grants & Scholarships	\$30,000
D.13	Marketing/Promotions/Advertising To Priority Population (Minority, Low-Income, Women)	\$45,000
	8	

	D.14	Client Scholarships	\$5,000
	D.15	Small Business Breakfast Buzz & EMBD Conference	\$18,000
	D.16	Printing	\$6,000
	D.17	<ul> <li>Small Business Education and Training</li> <li>Developing Your Family Child Care Business (36HR) Course</li> <li>Entrepreneurial Mindset-Who Owns The Ice House (36HR) Course</li> <li>Kaufman FastTrac New Venture (30 HR)</li> <li>Kauffman FastTrac Growth Venture (30HR) Course</li> <li>Quick Books TA, Workshop</li> <li>Misc Entrepreneur Courses</li> </ul>	\$27,500
	D.18	Robotics (\$1900)	\$30,000
	D.19	Legal	\$6,000
	D.20	Small Business Awards	\$16,000
	D.21	Information Technology	\$1,500
	D.22	Contingencies	\$1,200
	D.23	712 Innovations	\$75,000
	D.24	Professional Women's Roundtable	\$10,000
	D.25	Purchasing Initiatives	\$7,500
	D.26	Focus Groups	\$3,000
	D.27	Commercial Kitchen	\$60,000
	Sub-	Total	\$533,580
	Reve	nue from registrations, ticket sales, and sponsorships	(\$12,100)
	TOT	AL COMPONENT BUDGET	\$521,480
E	Entr	epreneurial Development	
	E.1	Program Support for Washburn University Small Business Development Center (SBDC)  • Provide in-kind work space - 1,715 sq. ft.	\$11,700
	E.2	Entrepreneurial Support     Washburn/Washburn Tech Pitch Competitions	\$100,000

## New Project Ideas

TOTAL COMPONENT BUDGET	\$111,700
F. Research	
F.1 General Data Acquisition	\$22,000
F.2 Professional Development/Conferences	\$3,400
F.3 Contingencies	<u>\$1,200</u>
TOTAL COMPONENT BUDGET	\$26,600
G. Government Relations Consultant	
<ul> <li>G.1 Consultant-Washington, D.C.</li> <li>Federal Employer retention/expansion</li> <li>Federal grants</li> <li>Federal Legislation</li> </ul>	\$18,000
G.2 Travel	\$750
G.3 Governor's Military Council	\$25,000
TOTAL COMPONENT BUDGET	\$43,750
TOTAL OPERATIONAL BUDGET	\$1,320,370
OTHER OPERATING EXPENSES	\$363,140
SALARIES and BENEFITS (exclusive of EMBD salaries)	\$314,785
TOTAL OPERATING EXPENSES	\$1,998,295
<ul> <li>REVENUES</li> <li>Economic Development Sales Tax-\$5,000,000</li> <li>Other Income-\$12,000</li> </ul>	\$5,012,000
TOTAL REVENUES OVER OPERATING EXPENSES	\$3,013,705
H. Heartland Visioning	\$60,000
I. JEDO Consultant	\$30,000
J. INCENTIVES AND SITE EXPENDITURES	
J.1 Anticipated expenditures on current commitments	\$ 1,097,500

J.2	Indirect site/incentive expenditures	\$45,000
	<ul> <li>Property taxes, maintenance of parks, cost of incentive reviews</li> </ul>	
J.3	New Incentives	\$500,000
J.4	New Workforce Initiatives	\$825,000
	<ul> <li>Broadband-\$250,000</li> </ul>	
	<ul> <li>Transportation-\$500,000</li> </ul>	
	<ul> <li>Workforce Development &amp; Marketing-\$75,000</li> </ul>	
J.5	New Business Initiatives	\$850,000
	Retail Centers-\$500,000	4000,000
	Small Business Incentive Program-\$100,000	
	Virtual Spec Building-\$250,000	
J.6	·	\$50,000
	Landscaping and signage	
TOTAL IN	CENTIVES AND SITE EXPENDITURES	\$3,367,500
TOTAL RI	ECEIPTS OVER (UNDER) EXPENSES	(\$443,795)
		(+ 1 15,1 55)
TDANCET	TO FOOM (TO) CACIL MINESTARINES & LAND HELD FOR DEVEL ORMENT	¢ 4 4 2 7 2 5
IKANSFE	R FROM (TO) CASH, INVESTMENTS & LAND HELD FOR DEVELOPMENT	\$443,795
NET REC	EIPTS OVER EXPENSES AND INCENTIVES	\$ 0

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	Budget Total 2016
Administrative and Other	2016
Utilities	930
Telephone	11,840
Office Maintenance	8,030
Machine Rental & Maintenance	17,500
Insurance & Taxes	18,540
Equipment depreciation	8,500
Rent	67,000
Accounting/Audit/Tax/Consulting	70,000
Information Technology	15,500
Car & Travel Expense	17,000
Professional Dues/Memberships	10,500
Legal Services	19,700
Meeting	2,500
Postage	6,200
Supplies	29,900
Payroll license & HR expenses	10,000
Subscriptions	1,200
JEDO Expenses	15,000
Capital Expenditures	27,000
Contingencies/Other Expense	6,300
Total Administrative and Other	363,140