



JEDO Board of Directors
Agenda for Thursday, December 13, 2012
6:00 p.m.
Topeka City Council Chambers

1. Approval of Minutes of July 25, 2012 meeting.
2. Consideration of possible Incentive for Project Miller – presented by Doug Kinsinger.
3. Discussion of 2013 Economic Development Business Plan and Budget and 2013 Contract Proposal(s), with possible action. – presented by Doug Kinsinger/Brad Owen/Dawn Wright/Jo Feldmann/Cyndi Hermocillo Legg.
4. Discussion of Carry-over Request, with possible action.
5. Selection of 2013-2015 Auditor, with possible action – presented by Doug Kinsinger / Brad Owen.
6. Adjournment.

ITEM #1

**Joint Economic Development Organization Board Minutes
July 25, 2012**

City of Topeka Council Chambers, 214 SE 7th Street, Topeka, Kansas, Wednesday, July 25, 2012.

The Joint Economic Development Organization (JEDO) Board members met at 6:00 p.m. with the following Board members present: City of Topeka Council members Larry Wolgast, Karen Hiller and Andrew Gray; City of Topeka Mayor William W. Bunten; and Shawnee County Commissioners Shelly Buhler, Mary M. Thomas and Ted Ensley – 7.

Also present were nonvoting JEDO Board members: Council members Chad Manspeaker, Bob Archer, John Alcalá. Absent: Councilmembers Denise Everhart, Sylvia Ortiz and Richard Harmon

Others present who presented and/or spoke before the Board: Dawn Wright, Vice-President of Economic Development for GO Topeka; Doug Kinsinger, President and CEO of GO Topeka/Greater Topeka Chamber of Commerce; Dr. Ioanna Morfessis, IO Inc.; Jeff Wietharn, Legal Counsel for GO Topeka; Angela Sharp, Bartlett & West; Rich Eckert, Shawnee County Counselor; William Beteta, Executive Director for Heartland Visioning; Gina Millsap, Heartland Visioning Executive Board Co-Chair and Executive Director, Topeka and Shawnee County Public Library; Maynard Oliverius, Board Chair of GO Topeka and former President and CEO of Stormont Vail Healthcare and Joseph Ledbetter.

Commissioner Buhler called the meeting to order.

ITEM NO. 1: ELECTION of the 2012 JEDO Board Presiding Officer.

Commissioner Buhler opened the floor for nominations.

Commissioner Ensley nominated Commissioner Buhler to serve as the 2012 JEDO Board Presiding Officer. Commissioner Thomas seconded.

Public Comment: Joseph Ledbetter nominated Councilman Gray.

Motion for Commissioner Buhler to serve as the 2012 JEDO Board Presiding Officer carried unanimously.

Councilman Gray made a motion to allow for public comment after each and every item on the agenda and also to allow public comment at the end of each JEDO Board meeting to include today's meeting.

Commissioner Buhler indicated that would initiate a change in the JEDO public comment policy. She indicated it was her intent to allow for public comment on all items at tonight's meeting. She requested if Councilman Gray wished to submit an agenda item for the next JEDO meeting to change the public comment policy then the Board could discuss it at that time.

Councilman Gray questioned if that was going to be Commissioner Buhler's policy for future JEDO meetings as well.

Commissioner Buhler stated if that is the wish of this Board, if they would want to change that policy.

Councilman Gray questioned if there is any way to make it official by changing it in the JEDO Operational Rules.

Commissioner Buhler indicated again that Councilman Gray could submit an agenda item for the next JEDO Board meeting requesting this change.

Councilman Manspeaker questioned why Councilman Gray couldn't suspend the rules to add this item to the agenda this evening.

Commissioner Buhler indicated that as a voting member Councilman Gray could make a motion to add to the agenda if he would like, if that is the wish of the Board.

Councilman Gray indicated that he would like to add this item to the agenda this evening. ***Councilman Gray's motion died for lack of a second.***

Councilman Manspeaker was curious as to what the opposition is to adding this item to the agenda.

Commissioner Buhler indicated that the agenda items are already set for tonight and she already intended to allow for public comment anyway on every item. She believes it is just a matter of changing the policy and that would need to be reviewed in its entirety at the next meeting.

Councilman Manspeaker stated that historically the JEDO Board has rejected allowing for public comment in general at the end of each meeting and he believes that is all the Councilman Gray is asking for so he is not really sure what the objection to allowing for public comment at any of the JEDO meetings is.

Commissioner Buhler thanked Councilman Manspeaker for his comments and again indicated that the motion had died for lack of a second.

Commissioner Buhler indicated to the Board that Megan Barrett from the Shawnee County Counselor's Office has agreed to take the minutes of tonight's meeting until the Board reaches Item No. 6 on the agenda when the Board will have discussion on that item.

ITEM NO. 2: APPROVAL of the Minutes of the JEDO Board meeting of December 5, 2011.

Commissioner Buhler asked if there are any changes or corrections to the December 5, 2011 minutes.

Mayor Bunten indicated spelling errors on Page 4, Paragraph 3 – correct spelling is Brock Hotels and Menninger Foundation.

Public Comment: Joseph Ledbetter indicated on Page 1, middle paragraph - Mary Feighney (City Attorney's Office) stated that any item in the future should allow for public comment. He wanted to reiterate that to the minutes. Page 3, down at the bottom – He indicate that Councilman Alcalá said GO Topeka has a huge prospect right now and a RPF would jeopardize it. Mr. Ledbetter wondered if the Board had a report regarding that huge prospect.

Commissioner Buhler asked him for changes to the minutes only.

Mr. Ledbetter indicated that on Page 5, middle paragraph – he recalls that he had said the poverty rate had gone up 50% in the last 10 years. He believes that "50%" should be inserted because he specified how much it had gone up and this figure was according to US Census Bureau statistics for Shawnee County

Councilman Wolgast moved to approve the minutes of the JEDO Board meeting of December 5, 2011 with the changes indicated. Mayor Bunten seconded. Motion passed unanimously.

ITEM NO. 3: PRESENTATION of 1st and 2nd Quarterly Reports for the Greater Topeka Chamber of Commerce and the Growth Organization of Topeka.

Dawn Wright, Vice-President of Economic Development for GO Topeka conducted the presentation. She indicated that while the agenda packet includes both the 1st Quarter Report (which was provided to the Board in April 2012) and the 2nd Quarter Report; she would be speaking just on the 2nd Quarter Report this evening because it is cumulative and shows all their activities, successes and everything that they have been doing in the first two quarters of 2012.

GO Topeka Year to Date Report

New business attractions. In the year 2011, there were 30 projects opened and worked. In the year 2012, as of June 30th there have been 20 new projects opened.

Prospects by Project Description – Current projects in their portfolio are made up of the following industries: Manufacturing 65%; Customer Service Centers 10%; Manufacturing with Distribution component 10%; Distribution 5%; Bioscience 5% and Headquarters 5%.

Projects by Lead Contact - How they attain the different projects in portfolio: Kansas Department of Commerce (KDOC) 38.89%; Direct Contact 33.33%; Kansas City Area Development Council (KCADC) 16.67% and KC Smartport 11.11%.

As of June 30, 2012 current GO Topeka Portfolio of New Business consists of 25 new projects. This represents \$440,400,000 in capital investment and 3,743 potential direct jobs with an average projected wage of \$44,858 per year.

Existing business programs. In the year 2011, there were 4 expansion projects worked on. In the year 2012, as of June 30th, there are currently 9 existing business that they are working with on expansion or retention of jobs.

As of June 30, 2012 current GO Topeka Portfolio of Existing Business Retention and Expansion consists of 9 projects. This represents \$6,000,000 in capital investment and 154 potential direct jobs with an average projected wage of \$45,600 per year. NOTE: Of these 9 businesses, 7 have not released expected jobs retained and new jobs added to GO Topeka.

Cumulative portfolio between New Business Attraction and Existing Business Expansion consists of 34 active projects in process as of June 30, 2012 with 3,897 potential direct jobs and \$446,400,000 in new capital investments.

Current GO Topeka Entrepreneurial Minority Business Development - as of June 30th, they have conducted 9 seminars/workshops/orientations serving 116 individuals. They held their Small Business awards and had 250 participants. This adds up to 366 entrepreneurs and professionals served with an average overall rating of 4.74 out of 5 for the services provided at those seminars. They finished their first new course entrepreneurial course – “Who Owns The Ice House” (36 hour course). First class was held February 22nd through April 4th. They had 16 enrolled and 14 graduates (88% graduation rate). 79% of those participating were from the Entrepreneurial Minority Business Development (EMBD) Priority Populations. Also of those course graduates, to date they have helped 7 businesses either open or expand. So 50% of the graduating class added on to their services or have actually opened a business from participating in this class.

Topeka Shawnee County First Opportunity Fund (CDFI) Activity – they have closed 2 loans to date for a total of \$20,000 to help some existing small entrepreneurs to get their business going. 100% of these loans were from low income target market. They currently have 5 additional loan clients in process.

Number of entrepreneurs/small businesses counseled in the 2nd Quarter – 46 with 91% being in the low minority income, minority-owned or woman-owned. Year to date they have had counseling sessions with 98 with 85% being in the low minority income, minority-owned or woman-owned.

EMBD Robotics Program at Highland Park was interviewed and highlighted recently in a national site selection journal – Business Xpansion Journal (BXJ)

GO Topeka Recent Awards and Recognitions (highlights):

*Honorable Mention for the Business Facilities 2011 Economic Deal of the Year Award – February 2012.

*Organization of Economic Development Excellence-Business Facilities - April 2012.

*Cyndi Legg (Vice-President of EMBD) awarded Community award for Distinguished Service given by Topeka Public Schools and the East Topeka Community – April 2012

*Dawn Wright awarded for highest level of participation in Kansas Business Development Recruitment efforts by Kansas Calvary and Governor Brownback – June 2012

Councilman Manspeaker inquired on 34 prospective businesses that GO Topeka is currently working with. He asked if these were all just potential returns but not really concrete returns at this time.

Ms. Wright indicated that they know they are on the short list for a couple of these projects.

Councilman Manspeaker stated he just wanted to bring this up since every time JEDO has a meeting we are always on the short list for something.

Ms. Wright stated that we will continue to be on the short list because a lot of these projects are taking 12 to 18 months to come to a final decision.

Councilman Manspeaker inquired on the Minority and Disadvantaged Business programs and whether or not we were still offering the Fast Track program.

Ms. Wright indicated that First Step Fast Track was no longer in service because it was purchased by Operation Jump Start in 2009. What is being offered now is the First Step program and they are an affiliate of Operation Jump Start.

Councilman Manspeaker raises this concern because the Ewing Kaufmann Foundation continues to offer Fast Track as a program. From what he can tell, we received \$50,000 in Community Development Block Grant (CDBG) dollars (City Contract No. 39558) for calendar year 2009 and part of receiving that grant was that the City was providing Kaufmann Foundation Fast Track and other Kaufmann Foundation small business development courses. Councilman Manspeaker questioned whether we were providing these courses during these time periods.

Ms. Wright stated that in 2010, the First Step Fund was dissolved. The First Step Fund acted as governance for all the Ewing Kaufmann Foundation. GO Topeka's EMBD program still had 4 classes and materials purchased through the Ewing Kaufmann Foundation and were deemed an affiliate to continue to offer those classes of the First Step Fund.

Councilman Manspeaker's concern is that from January 1, 2009 through December 31, 2009 we gave a grant (CDBG dollars) to GO Topeka to operate Fast Track. The first clause in the contract says to provide Kaufmann Foundation Fast Track and other Kaufmann Foundation small business courses. The contract states we were to be providing those courses. Councilman Manspeaker is in receipt of an email from the President of Kaufmann Fast Track stating that we haven't paid to use their services since 2008, so he is concerned about how we were able to give a grant to GO Topeka that was supposed to meet a certain requirement and it was not met; these are federal dollars and he wants to make sure we are dotting our I's and crossing our T's so the federal government doesn't come back to the JEDO Board for that money.

Doug Kinsinger, President and CEO of GO Topeka/Greater Topeka Chamber of Commerce stepped up to indicate that Ewing Kaufmann offered a variety of beginning entrepreneurial programs. As Ms. Wright mentioned, some of those were sold at a later time. The name "First Step Fast Track" was more a brand name (like Kleenex) that was given to certain programs, but some of those programs were sold to a different provider. GO Topeka ended up taking a variety of the other programs; some of those were portions of those that were sold to other providers, so they were components of First Step Fast Track. They had been offering First Step Fast Track since 2003, and it graduated more personnel out of Topeka than any other community in the nation. They felt they had saturated the market so they were trying to then begin offering other programs, more advanced training for small businesses so they went with one of these other programs. At that time First Step Fast Track was only offering one beginning entrepreneurial program.

Councilman Manspeaker responded that it is not like Kleenex; the Kleenex name is trademarked, just like the Fast Track program is a trademark of the Ewing Kaufmann Foundation so to offer their programs we have to pay them in order to use them and use their materials and judging by City Contract No. 39558 we were telling folks that we were using that program. GO Topeka received \$50,000 in CDBG funds based strictly on the fact that they were using Kaufmann Foundation Fast Track – this is 2009.

Doug Kinsinger indicated that they were programs that had been sold that still had part of that name, either it was called First Step as opposed to First Step Fast Track but they were programs that had been offered by Kaufmann that had been sold in 2010.

Dawn Wright reads from the GO Topeka timeline from 2008 to 2011 that she believes may help to explain. During that time, GO Topeka provided contract issues through a public Request for Proposal (RFP), it was awarded to Entrepreneurial Synergy and Entrepreneurial Synergy was deemed an affiliate for GO Topeka as a contract vendor and held 4 certifications, but only contracted to use First Step Fast Track as their feasibility course training. Entrepreneurial Synergy was a subcontractor to provide those services for First Step Fast Track and they may have paid the fee to Kaufmann at that time.

Councilman Manspeaker addresses Commissioner Buhler with his concerns that JEDO received CDBG dollars that went to GO Topeka and we didn't abide by the contract. These are federal dollars and they need to know if they have broken any federal law in using them in the wrong way.

Councilman Wolgast asked for a definition of projects or further clarification about when a contract becomes a project.

Ms. Wright indicated that a project is a company that has identified that Kansas and specifically our region has an asset or we have what they are looking for to suit their needs. A prospect would be someone who has a project, maybe they are thinking about expansion, they don't know where they are going to go. A project is somebody that GO Topeka has submitted a hard-copied proposal to that says - here is a site that is available, here is a building that is available, here is the workforce that matches, here is everything that you have asked me for in your RFP and GO Topeka has responded to it that way.

Councilman Gray wants to again bring up the concerns that Councilman Manspeaker raised because he does not want the issue to die. If that \$50,000 of federal money was not used in the manner it should have, than that falls back on this Board, as a County, as a City. He would like a point of resolution where GO Topeka can come back to this Board or send an email out to confirm these funds were used correctly.

Commissioner Buhler directed Rich Eckert, Shawnee County Counselor to investigate the matter further and get back to this Board.

Ms. Wright indicated that they would be able to get a response within the next week on this issue.

Councilwoman Hiller indicated that she has some information that may help resolve this issue. She was copied in to an exchange on this subject and by the exchange on the matter was complete she was pretty satisfied that she knew what happened. As she understood it, the Fast Track program actually comes in a package that has or had she believes 8 modules and each of the modules has its own name and then someone who is going to present that program has an opportunity to purchase the right to use one or more of those modules and that what happened for us was that we had a 3rd party vendor that GO Topeka contracted with and also that our trainer herself had her own licensing which therefore delivered that program.

Councilman Alcalá would also recommend that this issue be run through Rich Eckert, Shawnee County Counselor, to answer back and it gets on the record.

Councilman Alcalá stated that earlier Ms. Wright had mentioned 34 potential projects for businesses brought here. He keeps in touch with 5 or 6 council people throughout country that he has acquired a communication or friendship with. Councilman Alcalá would like to know out of those 34 businesses or projects, how has the economy affected these deals because what he is hearing in other states is that some of them have almost landed deals with their incentive monies but because of the economy it has pushed some of those deals off. He would like to know if that has been the case with the 34 potential projects we are pursuing.

Ms. Wright indicates that yes it has affected them. More companies are doing their homework, they are gathering the data, they are pinpointing and trying to get to a short list but they are not moving past that because they are not necessarily comfortable with what is going to happen with the economy and where they want to put their capital dollars. She believes for a community our size to have 34 projects in the pipeline is very good because the more we can have in the pipeline and be on the short list is obviously our potential to have another major project and a major land for our community. But the economy has had an impact and companies are not comfortable right now jumping ahead and making a move.

Councilman Alcalá asked if this has put some of our high projects at risk.

Ms. Wright stated we are on the short list for some projects had their timeline has extended. Some because of the economy but some because they are working with companies that are on a very fast growth pattern and have grown extremely quickly and have now maybe had to take a step back to look at what they actually have, is the market going to be here in the future for their project.

Councilman Alcalá stated that it is just not all about bringing in new business but enhancing the ones we have presently, so what are we doing right now with existing businesses that we have in the City of Topeka, keeping people working and training components and enhancement dollars.

Ms. Wright reiterated that GO Topeka currently has 9 existing companies that they are working on projects with, which means either that they are adding jobs or adding services, these are major employers that they are working with. So for us to have 9 projects in the pipeline for existing businesses to see how we can assist them, we are bringing in all the resources to the table, we are talking to them and we are continuing to work on our workforce development, the delivery of programs to make sure that we have the skilled workforce, not only for today but to keep those existing companies here in the future.

Councilman Alcalá thinks this is very important for people to know, because a lot of people ask him at his neighborhood meetings not only what is in the pipe but what is being enhanced to keep people here being employed.

Councilman Manspeaker stated that in his neighborhood meetings, people want to know what we are spending their money on.

Councilman Alcalá responds that when he gets asked that question he tells them if you look at unemployment across this country and you look at the impact that unemployment could have had on the City of Topeka and Target, Home Depot, Mars, Menards, you look at all those companies and that is what we are spending our money on and without the incentive money that the taxpayers voted for we wouldn't have any of those and can you image what unemployment would be then. He thinks that is an easy question for him to answer and one that is easy for people to understand, it is about jobs.

Councilman Manspeaker responds that if you look at the last 12 years of jobs in Topeka, Kansas we are at a net loss for jobs in Topeka, so we gain 200 jobs at Mars and we lose 300 jobs at Jostens, we lose 200 jobs at the post office processing facility - that is 500 jobs that we have lost in the last year.

Councilman Alcalá indicates that we couldn't control that. He went to that meeting and lobbied to keep those jobs but the Feds already had their mind made up that they were going to move those jobs out. He also stated to look at the State of Kansas, the unemployment rate at the state has dropped also, and he doesn't know how an individual can control that, all you can do is try to keep unemployment as low as possible.

Councilman Gray indicates that we have spent over \$50 million dollars in the last 10 years and have lost 7,000 net jobs in the private sector, so he is curious if anyone may know, to eliminate those "what-ifs" and do a comparison of cities of similar sizes. What would it be like if we didn't have that, because if we didn't have that economic development before, than how did all of those companies come here, that have been here for quite some time. So if anyone is willing to uptake it, or he can do it on his own, just seeing how we are doing compared to other sectors.

Public Comment: Joseph Ledbetter indicated he would like to zero in on the topic of the block grant contracts. He came across these through a KORA with GO Topeka probably back in 2010. There are 4 of these \$50,000 contracts; he thinks they are between 2006 and 2009. He believes that the Topeka City attorney needs to be involved because if anybody has to pay the money back, it is going to be the City of Topeka and not Shawnee County. He indicated that when you go to the U.S. Census reports on job losses statewide there are net gains statewide of approximately 1.9% over the 10 year period and that Topeka had an 8.4% net loss with private employers. So comparing apples to apples the State gained and Topeka lost a huge amount of private sector jobs in that 10 year period. Those are objective tables put out by the

U.S. government, nobody has an axe to gore (sic), they are not going to falsify those numbers, it is going to tell you what is. So that is what is and you can check that out yourself by “Googling” it. Mr. Ledbetter indicated that he is very concerned every time he sees these reports. First off, it has been 8 months since JEDO has had a meeting and these are supposed to be quarterly reports so how are we officially getting this documentation when JEDO only meets once every 8 months. He also states that in the contract, it calls for quarterly finance reports and there has only been one JEDO meeting that he has seen such a report and he thinks that was 3 meetings ago. Quarterly financials are part of GO Topeka’s contract. Mr. Ledbetter stated that at the last meeting he asked the JEDO Board to review the contract and it hasn’t been reviewed since at least 2004 and it appears to him that the contract is not being followed on several major points, like the quarterly financials. Mr. Ledbetter also inquired as to why the JEDO Board is not having quarterly meetings. Mr. Ledbetter thinks these reports are always interesting, he never sees names; he sees a lot of pie charts. When he was taking his MPA courses at KU in management of cities, the professors over there said to be very careful of pie charts from your employees because they can be glossed up, they can be made to say just about anything. He sees a lot of pie charts at all these meetings but he does not see actual names or specifics and details are completely missing. Mr. Ledbetter questioned how this fits transparency. He stated that 2 months ago the U.S. economy as a whole (GDP) produced 80,000 new jobs while tonight he heard that potentially we are working on projects for 3,800 of those jobs – and the nation only produced 80,000 total in a month, something doesn’t seem quite right about that. Mr. Ledbetter would like tougher questions out of the JEDO Board besides just two members. He believes we are not getting enough answers from this organization. He indicated that they had mentioned a lot of awards earlier, which he stated that most of those publications are very tiny or are trade publications, most people don’t even know what they are Mr. Ledbetter questioned if they received any awards for transparency from a nationally recognized organization. He is always concerned when he sees potential projects and the word potential throughout the verbiage, it is just potential, and he is spending \$5 million year for this out of his tax money and he is not getting answers and he wants answers and he wants results besides net losses of jobs as recorded by the Bureau of Labor and the U.S. Census Bureau - objective sources that actually tell us the truth of what is going on in our economy.

Commissioner Buhler asked Doug Kinsinger how the GO Topeka quarterly reports are distributed to the JEDO Board.

Mr. Kinsinger indicated that the quarterly reports (financial and quarterly activity) are emailed to the Board and to his knowledge they are also posted to the websites.

Councilman Manspeaker stated that he has been told that they are posted on the City of Topeka’s website but not on Shawnee County’s website.

Commissioner Buhler indicated that Shawnee County has a link from their website to the City of Topeka’s website.

ITEM NO. 4: PRESENTATION by Dr. Ioanna Morfessis, IO Inc. regarding review of GO Topeka.

Doug Kinsinger first got up to clarify that he believes that there has been a misstatement by the media referring to this report as an audit. He wanted to remind everyone that the JEDO Board does review and approve a financial audit. An auditing firm was selected on a three year basis, that firm is CBIZ and Doug Glenn has been the key auditor. Mr. Kinsinger stated that for the past several years they have had no reportable conditions, no management letter, they have had a very clean audit. The audit for this year is almost complete with again the same conditions and the Board should be receiving that report very soon. These financial audit reports are reports paid for from JEDO funds and selected and approved by the JEDO body.

This report about to be presented is something that GO Topeka initiated on its own efforts and initiative which was to have an organizational benchmarking. This is an all-inclusive review of our economic development program at work, our major organizational operations, key programs and procedures and our systems and policies and processes. GO Topeka thought they had been doing a good job but they wanted to make sure they were looking for areas that they can improve and enhance. Mr. Kinsinger stated that GO Topeka looked for and found an expert in the field of economic development. They went to their national associations, and went to leaders in the nation and asked who were some of the best. They wanted to look for someone that GO Topeka had not had a business or personal relationship with - that being the staff, the Board or anyone affiliated with GO Topeka. They were very fortunate to find Dr. Ioanna Morfessis, one of the few doctors in the area of economic development.

Mr. Kinsinger gave the Board a little bit of background on Dr. Morfessis. She is a doctor of philosophy in public administration from Arizona State in Tempe, Arizona and her major was in economics and economic development. She found three of the world's best classed economic development organizations in the United States – one was the Economic Alliance in Greater Baltimore, one was the Greater Phoenix Economic Council, and the last was the Montgomery County Maryland Office of Economic Development. During her tenure in those organizations her work led to the attraction of nearly 30 billion private capital investments and the creation of more than 200,000 new jobs for these markets. The International Economic Development Council, which is our leading national association for economic development for professionals, gave Dr. Morfessis the lifetime achievement award and excellence award last year in September 2011, as the top economic development professional. She is known as an icon in the economic development world and she is a well-regarded author in both economic development journals and is highly sought after as a speaker and a lecturer. Her credentials are above reproach.

Councilman Gray questioned Mr. Kinsinger about this being an organizational benchmark and inquired whether this had ever been done before.

Mr. Kinsinger indicated no it had not been done before.

Councilman Gray asked what then brought this on.

Mr. Kinsinger stated that they wanted to make sure they could improve their processes or if there were areas that they could enhance or improve. It was the GO Topeka Board's discussion and thought that if there is any way they could improve, they wanted to make sure they were comparing themselves to their peers around the nation. This was the Board's initiative and they felt that they should do this internal review.

Councilman Gray questioned if this had anything do to with the JEDO Board discussing having an independent audit conducted. Councilman Gray inquired as to who paid for this review.

Mr. Kinsinger indicated that this review was paid for by private donations from the GO Topeka donors, from the business community. He stated that it was not in their budget that they submitted to JEDO, so they did not feel it was appropriate to be paid out of that budget.

Dr. Morfessis stated she was very pleased and honored to be here and to have this opportunity and to have been asked by GO Topeka, an organization that she was not familiar with, to conduct this market organizational review. She was very honored to have met with some of the JEDO members and some of the people in the audience as part of her review. Dr. Morfessis indicated that before she gets started with her presentation, she wanted to say up front that regardless of what organization hired her firm, her results would have been the same. She wanted to make that clear, as she understands that based on a call she received from a member of the Topeka area, that there are members of this Board that felt a further audit

organizational review is needed because the work of her firm was not objective. Nothing is farther from the truth. If JEDO, the State of Kansas, the City of Topeka, would have hired her firm, the results would have been the same.

Her presentation today is a summary of their organizational review. Her firm was retained to do an organizational and independent review of organizational operations, key programs and initiatives as well as procedures for GO Topeka and to offer their recommendations and again there were no conditions, there were no strings attached to this directive, but to offer their recommendations for improvement. So their review entailed not only interviews with the executive staff, the board chair, the key public stakeholders from the City and the County, key economic development partners – both public and private and quasi-public in the state of Kansas, as well as the United States. A very comprehensive review of organizational documents, financial statements and reports. Their firm has what they call their “brain trust” which is comprised principally of CEO’s from different sectors throughout the U.S. economy, several of them are CEO’s of major corporations and they use this “brain trust” to run ideas or findings by them to get an independent input, so they very much looked at what their findings were. And also based on their own proprietary research, they took a look at how GO Topeka as an organization stacks up against other high-performing economic development organizations of high-performing cities.

Major Findings - Governance:

- *Governed by the Joint Economic Development Organization of the City of Topeka and Shawnee County, Kansas. Very unique, not every City/County has this kind of relationship. It is a very strong partnership which she thinks is very foundational for this entire region and also for GO Topeka.
- *Interlocal Agreement between the Board of County Commissioners of Shawnee County, KS and the City of Topeka, KS. This document is very clear. Everyone knows what they are getting in to, what is entailed and what is expected.
- *JEDO provides Annual Agreement for Services. This agreement is also very clear. She thinks this might be indicative of the Mid-west – we are very straightforward and our documents reflect that. There is not a whole lot of confusion about what is expected of the mutual partners.
- *Strong Board of Directors with Public and Private Sector Representation.
- *Important Ex-Officio Representation.
- *Clear and Concise Articles of Incorporation
- *By-Laws Consistent with Industry Standards, Roberts Rules of Order and Legal Requirements.
- *Clearly Articulated Board Roles, Responsibilities, Ethics Code, Disclosures.
 - ^Key Procedures for the Organization Delineated, e.g., Issue Filter Process, Mission Statement
 - ^Important Recognition of Affiliated Organizations
- *Meeting Agendas and Minutes Aligned; Areas of Focus Consistent with Board Responsibilities.

Recommendations for Governance:

- *Establish a More Clearly Defined Delineation between the Greater Topeka Chamber of Commerce and GO Topeka Economic Partnership.
- *Articulate Roles/Missions of Affiliated Organizations in the Board Orientation Manual.

Major Findings - Organization:

- *Highly Professional, Dedicated and Accomplished Staff.
- *Strong Internal Alignment
- *Clearly Articulated Organizational Structure, Mission, Goals and Programs

- *Agile Organizational Structure
- *Clearly Defined Rules for Staff
 - ^Organizational Chart
 - ^Position Descriptions

Recommendations for Organization:

- *Include Major Expectations in Each Position Description
- *Develop/Institute Professional and Personal Development Plans for All Staff Members

Major Findings – Finances:

- *Independent Audits; No Management Letters/Issues
- *Independent Forecast and Budget Statements
- *Independent Financial Statements
- *Solid Reserves and Financial Health
- *Rigorous Reporting
- *Exacting Budgets and Tracking of Expenditures
- *Public and Private Funds Maintained Separately

Recommendations for Finances:

*Expand JEDO Contracts to Five-Year Periods with Annual Renewals Based on Performance. Right now only year to year. Most companies today, the time frame for making a decision for a new project was compressed due to globalization but the recession has expanded that and due to economic uncertainty and it being a presidential election year, not knowing what is going to happen in Europe, the slowing of emerging economies like China and India – all are impacting private capital investment decisions on the parts of companies. So they are going to take a longer horizon, maybe 18 months to 3 year. A year to year performance contract does not communicate very positively of a long term continuity situation to GO Topeka and if GO Topeka is the primary point of contact to develop these potential new employers for the greater Topeka area then they need to be able to show the stability and continuity that she is referring to.

Major Findings – Primary Functions:

- *Business Retention and Expansion
- *New Business Attraction
- *Entrepreneurship and Minority/Women Business Enterprises
- *Workforce Development
- *Business/Commerce Parks Development and Management
- *Incentive Negotiation, Administration and Oversight

Recommendation for Primary Functions:

- *Guard against Scope Creep

Major Findings – Marketing Platforms:

- *Best-of-Class
- *Brand Consistency
- *Focused, Rich in Content

- *Website is User-Friendly, Current; Rich in Content
- *Relevant Messaging
- *Aligned with Targeted Sectors

Recommendations for Marketing Platforms:

- *Guard Against Further Reduction of Marketing Budget

Major Findings – Accountability:

- *Ambitious Strategic Frameworks and Annual Business Plans
 - ^Audacious Goals, Rationale and Anticipated Outcomes
- *Rigorous, High Performance Metrics
- *Exceptional Performance Tracking Committed to Paper
- *Detailed, Evidence-Based Quarterly and Annual Reports
- *Clearly Defined Incentive Policy
 - ^Pay for Performance
 - ^Clawback Provisions
 - ^Independent CPA Company Performance Reviews
- *Independent Economic Impact Analyses for Incentivized Projects

Recommendations for Accountability:

- *Revise Quarterly/Year-End Report to Reflect Activity:
 - ^Include Executive Summary of Current/Projected Goals and Cumulative Achievements
 - ^Summarize Potential Jobs, Capital Investment, etc. of Prospect Portfolio

Major Findings – Performance:

- *Outstanding Performance, Well-Documented Accountability
- *Expansive Positive Economic Impact on Topeka/Shawnee County
- *Well-Deserved, High Regarded Reputation in Economic Development within the Kansas City Region, State of Kansas and Nationally
- *High Praises from Economic Development Allies and Site Location Consultants

Recommendations for Performance:

- *To maintain outstanding performance levels, ensure that political and business support remains consistent and firmly committed.

Go Topeka’s Competitive Standing – Best Practices in Economic Development

International Economic Development Council national survey of economic development organizations and related search.

9 Factors of Success for High Performing Economic Development Organizations:

1. Driven by the customer, e.g., the company that employs people and pays taxes;
2. Operate with a strategic plan grounded in the realities of the community;
3. Measure results and adjust accordingly;
4. Take risks;

5. Build strong alliances and networks;
6. Earn the trust and respect of their communities;
7. Efficient with funding and resources;
8. Invest in their people;
9. Passionate, innovative and capable leadership.

How does GO Topeka Economic Partnership compare with the best practices of high performing city EDOs? (Atlanta, Austin, Dallas, Denver, Houston, Oklahoma City, Phoenix, San Diego, Tampa)

Councilman Manspeaker indicated that he was the one who questioned the objectivity of Dr. Morfessis, with all due respect. He stated that Dr. Morfessis' speech had very little negative, she didn't find any negatives of GO Topeka during her review that she thought needed to be addressed?

Dr. Morfessis replied that they did find some things and gave their recommendations to GO Topeka but this review wasn't a witch hunt. If something was bad or negative, they definitely would have pointed it out. The recommendations for change she noted in her presentation were the things they found and pointed out.

Councilman Manspeaker stated that most of those recommendations really weren't negatives, just suggestions on tweaking things a little. He again asked if they found any glaring negatives in their review.

Dr. Morfessis indicated the only glaring negative is the relationship that GO Topeka and JEDO has with each other and she thinks it needs to be worked on. This is not based on just her observations but based on the many interviews that she had, and to her it is very troubling because this is a critical relationship and it needs to be worked on in a positive and constructive way.

Councilman Manspeaker said that she brings up an excellent point. He said that in her review he can imagine that she came across news stories that showed that there were some members of this body that have grave concerns with how GO Topeka runs their operation. Councilman Manspeaker questioned if Dr. Morfessis ever felt compelled to contact him or Councilman Gray.

Dr. Morfessis indicated that she did meet with Councilman Gray and spoke to a lot of people but she was not going to just take everyone's word for it here since, with all due respect, they are elected officials.

Councilman Manspeaker also asked about her recommendation that JEDO have 5 year contracts. He stated that currently GO Topeka does not have a bid contract, it is currently year-to-year, with no bidding process, so he wondered what the big concern was. Is Go Topeka worried they are going to lose the contract?

Dr. Morfessis replied that it was not GO Topeka's concern, it was hers because she has seen this happen in too many markets. When you have a year-to-year contract, you are jerking their chain. You are asking a company to produce economic growth but it has to be more long term because when you only have a year-to-year contract you are only going to get year-to-year snapshots that are completely out of sync with economic reality. The reality is, whether it is an existing company that is expanding, or a new company looking at a market, typically span more than a year with their evaluation process.

Councilman Manspeaker stated that Dr. Morfessis indicated that GO Topeka's marketing is very good but he wondered if she had any concerns with where GO Topeka's marketing ends and where the Topeka Chamber of Commerce begins, because often in his mind they are the same and it is very hard to differentiate between the two bodies.

Dr. Morfessis indicated that was a point she raised because many organizations where you have a Chamber and the economic development function, in many markets in the U.S., you have the same problem, what's the difference? She said in this particular case they felt it was really strong to show the clear delineation between the two.

Councilman Gray stated that he would like to go ahead and echo Councilman Manspeaker's sentiments regarding the 5 year contract recommendation – 1 year or 5 year doesn't really make any difference because they are exempt from competitive bidding. He could understand if there was competitive bidding but there isn't, GO Topeka is the de facto, there is no other option. Councilman Gray wanted to point out that during the time he and Dr. Morfessis met, and she told him she was completely objective and he believes that she was objective. With that being said, it appears from her review that GO Topeka is doing a wonderful, outstanding job and if that were the case then why are they fighting to have a professional RFP be done? Because they would win hand down, whomever they came across.

Dr. Morfessis replied that you are either a partner with you private/public partnership or you are not. She has never seen a case in the U.S., there was one in Europe that didn't work (in Austria), and she has never seen a case where a City/County has RFP'd out for groups to respond to perform economic development services because of the potential for conflicts of interest. You don't want a private company doing this, they would have zero credibility to a company gathering data that's looking. She would strongly urge this body to not mess with something that is working for it. She would not put an RFP out for economic development services.

Councilman Wolgast thanked Dr. Morfessis for her presentation and stated that it was very helpful to have an overview and it answers many of their questions. He asked about their review comparing GO Topeka to other major cities in the country. He wondered what were the criteria for making that comparison and on what basis did they make that decision.

Dr. Morfessis indicated that they relied on the best practices – what are the best practices of the highest performing urban economies in the U.S. And there were many common best practices. So this is where their "brain trust" really helped, having CEO's of private companies take a look at their work. This is a relatively small urban economy yet you have this incredibly sophisticated economic development organization.

Commissioner Ensley stated that GO Topeka is held accountable for job losses that leave this community. He wondered how do we measure that, the accountability or the lack of accountability with GO Topeka. They may be making every effort they can to hold those job and do whatever they can but when they leave, when the numbers say that the exiting jobs are greater than the ones that are incoming, they are accountable, should they be accountable, is this a national thing, how do other communities measure that.

Dr. Morfessis thanked him for his question, because a lot of communities ignore this. Topeka and Shawnee County care about their companies that are here. First and foremost, no one has control. She would not lay this on the feet of our economic development organization and most communities don't. What is really critical is what effort did the community, meaning private and public sectors, make and take to learn from the company why they are reducing jobs, why they are closing shop, or why they are leaving, what they call an exit interview. And being involved in trying to stop it from happening is very

critical and the government and private sector both play important roles. What Go Topeka can do is to have great relationships to have an early warning network so to speak and working to retain an employer.

Commissioner Ensley asked if they found any lack of effort in their review from GO Topeka, are they making that effort in terms of retaining those jobs?

Dr. Morfessis indicated that GO Topeka is spending a tremendous amount of their resources on business retention.

Commissioner Thomas wondered if Dr. Morfessis could estimate how many man hours were spent to do this report. Also, of the 9 or 10 recommendations that they made, it sounds like these are already completed or are being worked on to come in to compliance.

Dr. Morfessis indicated that GO Topeka is working on the recommendations. As far as how many person hours did they spend on this – a lot. She doesn't have a calculation she would have to ask her accountant. They started this process she believes sometime in early spring.

Councilwoman Hiller wondered if the other major cities that they compared GO Topeka to were presenting their economic development packages the same way that we are.

Dr. Morfessis indicated that many of them are – Atlanta, Oklahoma City, many of them have a private/public partnership.

Councilwoman Hiller asked about other models, is there a better way to do it, for attracting and keeping jobs that is not as costly. As the board looks to renew the contract and renew the commitment to one another, she would wonder would we do it the same way or is there some other way that would be better.

Dr. Morfessis indicated that these models for economic development or morphing, where they are going – that is yet to be totally understood because of global competition which didn't exist 10 years ago to the level it does today. All of these models have to change because the dynamics of the world's economy change. Her recommendation to the City/County would be to sit down and really have a heart-to-heart with GO Topeka because they are doing great for now but that doesn't mean they are going to be doing great 5 years from now. So what do we need to be anticipating and understanding, what's going on in that national marketplace, what's going on in the global marketplace that is going to impact our economy and how do we prepare for that.

Councilwoman Hiller asked if there are resources that they could look at to learn about different models.

Dr. Morfessis said absolutely – the International Economic Development Council have webinars and they hold a national conference in Houston, that is typically where the new, innovative ideas are rolled out.

Councilman Manspeaker asked if Dr. Morfessis would encourage them to have a JEDO retreat where they all sit down and discuss economic development, its future and its context and everything else.

Dr. Morfessis said she most definitely would. The closer the relationship – she thinks part of economic development is educating the educated, bringing in experts on different topics.

Councilman Manspeaker addressed Commissioner Buhler and said he would put the idea to her to maybe schedule something like this after the elections, maybe this fall; they could all have a discussion like this. He very much wants economic development to work in the City of Topeka he just has some grave

concerns about how it is working and he feels like an open discussion with experts, exchanging ideas and coming up with new and different paths to go down is exactly what we should be doing.

Commissioner Buhler thinks this could be expanded on.

Dr. Morfessis indicated that she would not do this at the expense of GO Topeka.

Councilman Manspeaker stated it is important to remember and that for him the economic development arm of this community is JEDO. GO Topeka is the contractor for JEDO that provides that service. He would like everyone on this body to keep in mind, they all should be economic development experts.

Public Comment: Joseph Ledbetter has some questions he would like to put on the record. He wondered if the consultant reviewed the minutes of JEDO which are online. Did she review for conflicts of interest between the officers and board members between the Chamber and GO Topeka because that is always a concern when you are setting up a corporation, at least it should be a very big legal concern. They have the same officers in both organizations. Did she review U.S. Census data on jobs and job losses in this County over the last 10 to 12 years? Did she review the quarterly financial reports that JEDO hasn't been getting from GO Topeka as per the contract. He hasn't seen but one set of them that come up to this organization and he thinks that was about a year ago and that was after he requested for them several times. Did she review the bylaws with GO Topeka? One of the concerns he has about the bylaws of GO Topeka is that all of the board members must be approved by the Chamber and he is seeing an awful lot of conflict of interest here because this is public money. He really does not agree with their mission and he is very concerned that GO Topeka doesn't have any oversight and the separation that he wants in an economic development organization. The consultant said that GO Topeka is very accountable and he was wondering who to because we are having trouble getting accountability with the JEDO oversight organization. He didn't just start this a couple of weeks ago or a few months ago. He started asking questions a long time ago and he started asking a lot of questions in 2010 as soon as he finished law school. He had a lot of questions and he still has a lot of the same questions and he is not getting the answers he wants. He also wonders how GO Topeka can they be accountable to JEDO when JEDO only has a meeting every 8 months. That is not accountability. Is that GO Topeka's fault, do they set the agenda, do they say when JEDO has meetings. JEDO is supposed to be setting the meetings and asking the questions that are on the agendas. It is past time that JEDO start to have quarterly meetings and start letting the public have some input as to how this money is being spent. The public is a lot brighter than you may think. The public has a lot of ideas but they have to be invited and be allowed to comment. He thinks some of the ideas that have come out of these meetings, he could have gotten some better ideas from 5th graders. He would never have put a 400 foot wind tower next to an airbase. He heard that for this review, chamber members were contacted, elected officials, but he didn't hear about just basic members of the public. The minutes of JEDO, which are posted online, reflect concerns from the public. It sounds like a lot of people were left out. Why is there no competition on this contract? There is nobody brighter here than who is in this room, there is nobody else who could possibly compete? He does not believe that, he believes competition is good and he believes transparency is even better. The laws of Kansas - cash basis law. You can't set one of these up with public money - a multi-year contract, it's got to be year-to-year, period in Kansas. KORA/KOMA - these are concerns that are in Kansas laws - Open Meetings Act, Open Records Act. He has a lot of concerns about why we can't get records of spending of GO Topeka. He is talking about after projects are complete, why can't we find out. Why can't we get the minutes of GO Topeka. Simple things that if you are a quasi-public organization that you should be very forthcoming with minutes and quarterly reports. He thinks what is missing most of all from this whole process, besides the lack of transparency, is just the lack of input from the public.

Commissioner Buhler indicated to Mr. Ledbetter that the JEDO agenda packet included Dr. Morfessis' presentation which indicates which documents were reviewed.

Councilman Alcalá asked Dr. Morfessis when she looked at the U.S. census on jobs, what did it show?

Dr. Morfessis indicated that they looked at the socioeconomic demographics of Topeka and Shawnee County and saw that over time, the community has been stable. The Kansas City market is stable, there is a lot of relationship between the two. So as compared to other Kansas cities that declined perhaps maybe more. It was not a surprising story to see that there was not a huge spurt of growth and it was not surprising to see a loss of jobs and the fact is that a loss of jobs in a market such as Topeka, which doesn't have every company in the U.S. lined up wanting to locate here and most cities in the U.S. do not. The fact that we have gone through two major recessions since 2000 and there are between Topeka has held its own. So on par with the mid-West, Topeka has held its own. Other cities have had dramatic decreases in jobs. Topeka has very diverse range of big employers that are driving more employment and she thinks we are very well positioned for economic recovery once we start to feel it nationally.

Councilman Alcalá asked Dr. Morfessis if she reviewed the bylaws of the organization.

Dr. Morfessis replied absolutely she did. They were very consistent with all comparable bylaws, Roberts Rules of Order. The way that these organizations are structured, there is nothing out of the ordinary with the bylaws.

ITEM NO. 5: CONSIDERATION of authorization of purchase of land for Phase 2 of Kanza Fire Commerce Park.

Jeff Wietharn, counsel for GO Topeka conducted the presentation. GO Topeka is seeking authority to exercise some options regarding purchase of land. For some background, he would like to show them what they are talking about on a map which was provided in the agenda packet. GO Topeka has acquired Phase 1 east of Highway 75, that is where Mars (Mars Chocolate North America) is located. There is some other land that they are looking to develop as well. Back in 2009 they tried to acquire that and they also started to tie up and take options of some land west of Highway 75 and they have three parcels that they optioned back in 2009. There is a large portion over 500 acres (outlined in blue) that they have an option on through the end of this year. Right in the middle of it is a 40 acre tract (outlined in yellow), and there is also a 3 acre parcel with a residence in the middle of the 40 acre tract, that he is discussing tonight. This entire side of Highway 75 (west side), they now refer to as Phase 2 of the Kanza Fire Commerce Park. In 2009 when they were looking to acquire this, they found this 40 acre tract right in the middle of Phase 2 so that is something that they had to try to obtain an option on. The challenge is that it has a house on it and a large truck barn and they really couldn't have that in the middle of Phase 2. The smaller, 3 acre tract in the middle is owned by Chester Platt, Jr. and his wife, Dawn Platt, this is the one with the residence on it. The larger tract surrounding that is owned by Chester Platt, Sr. and is approximately 37 acres and has a large truck barn on it. The options in 2009 as drafted, they would have to exercise the options to purchase the property by end of August, 2012 and it would close within 120 days and would allow them to move their improvements of those parcels. The purchase prices for the tracts are \$221,250 for the smaller parcel, because of the residence on it and the large parcel of 37 acres would be \$181,250. To obtain both options, they paid \$12,500 to each of them and that amount is applied against the purchase prices. Those options were presented to JEDO back in 2009 and ratified at that time. This is a package deal, it is father and son and the options are drafted as such that they must exercise both options or neither, they can't just take one or the other. So tonight, GO Topeka is seeking authority to exercise the options before they expire at the end of August. GO Topeka is also asking for authority to extend those options if that is viable. They have had some communications with the landowners; they have been in limbo for three years, not knowing if they were going to get a knock on their door saying that GO Topeka would want to buy the property. He doesn't get the sense that they are really excited about extending that much farther.

Councilman Gray stated that from the numbers that were given, a total of \$402,500 was going to be spent to purchase these two properties and it is 40 acres total so that comes to over \$10,000 per acre. He wants to know is this reasonable market value for this area?

Mr. Wietharn responded that the struggle they are up against – the residence was appraised by the Shawnee County appraiser at about \$173,000 in 2009, our purchase price is \$221,250. We are looking at a situation where we knocked on their doors and said hey I know the property isn't listed, we would like to buy your property and to make this Phase 2 come together we really needed to buy their property. The son (Chester Platt, Jr.) just built this house in 2000. So they have had some struggles, they had to negotiate a price for this property. He believes that GO Topeka negotiated the best deal that they could.

Councilman Gray stated that didn't really answer his question – is that fair market value in that area?

Mr. Wietharn stated that fair market has different meanings. The Shawnee County Appraiser at that time thought that the property from what he would call an appraisal standpoint was worth around \$173,000, whether that is right on or not, who knows. The fact is, appraisals don't set prices. You have to negotiate the price and in this situation given the circumstances and the location, these properties are very important to GO Topeka.

Councilman Gray indicated that it is also his understanding is that approximately 25% of this property is wetlands.

Doug Kinsinger indicated that is not correct.

Councilman Wolgast asked if GO Topeka now owns the land surrounding this property?

Mr. Wietharn said no, they have an option on that property (over 500 acres) that is good through the end of this year. That land is primarily agricultural land with no improvements.

Councilman Wolgast stated that this whole area west of Highway 75 is Phase 2, this particular parcel being discussed is because we have a deadline and we need to make a decision, so that really is what they are looking at tonight.

Mr. Wietharn replied correct, the deadline is August 31st.

Councilman Manspeaker indicated that first of all, Shawnee County might be losing out on some money if this land is selling for \$10,000 per acre because that sounds like prime land to him. He questioned if this land is part of the 4,000 acres that they failed to be told about that was rezoned? JEDO was not made aware of the rezoning of that land, it just came before the County Commission about 6 or 7 months ago.

Mr. Wietharn indicated that yes, this land is part of the rezoning effort that was implemented.

Commissioner Buhler asked whether this property is the only property with a residence on it in that whole area and have the property owners already agreed to this amount.

Mr. Wietharn indicated that yes this is the only property with a residence and yes the price that GO Topeka would pay was set forth in the option agreement made back in 2009.

Commissioner Thomas wondered if the property owner has an opportunity to lease back, assuming if JEDO doesn't move to act immediately on this issue, rather than displace them immediately.

Mr. Wietharn stated that was not provided for specifically in the contract. They give them 120 to 180 days to move the house or move out.

Mayor Bunten indicated that the Kanza Fire Commerce Park has been underway for years, and is the reason we have been able to attract these companies to Topeka. We have spent a great deal of money getting water and electricity out there, fixing roads. This is another step towards having a commerce park that will be available to get it “shovel ready”. **Mayor Bunten then made a motion that authority be granted to exercise the two options to acquire the properties.**

Mr. Wietharn indicated that they would also need some reasonable amounts to close the deals but the main prices have been set – the total purchase price at closing will be \$337,500. There may be some closing costs (title issues, things like that). **Councilman Wolgast seconded the motion.**

Councilman Manspeaker wants to voice his concern that they are purchasing a property in which they have seen very little information about – no appraisals, no value, there is no detail but one piece of paper that says they need to buy it, they are buying \$400,000 worth of land based on a piece of paper.

Councilwoman Hiller stated that her remarks would be directed perhaps to their counsel regarding the motion – it appears that the document they have, on page 108, there are three paragraphs and it starts with “GO Topeka requests the authority to purchase to exercise the options...” This paragraph details the prices and in the 3rd paragraph asks JEDO to give them the option to extend the options. Does GO Topeka need JEDO to approve these three paragraphs as the Motion?

Mr. Wietharn said yes, he doesn't think extending the options is an option.

Councilwoman Hiller requested to make a substitute motion to use the language on page 108 of the agenda as the motion. Mayor Bunten seconded.

Further discussion – Mayor Bunten wants to state that Councilman Manspeaker's comments are a little misleading regarding that all they are basing this decision on is one piece of paper. This has been ongoing for years and years, they have been working towards economic development and the primary thing that they had to have is a commerce park, and they have piece by piece put it together and extended the utilities out there and today they are asking to purchase another piece.

Councilman Manspeaker replied that in the interest of fiscal responsibility, we should want more information about what we are purchasing here, it is 40 acres being purchased at \$10,000 per acre, there is no acreage in Shawnee County that is worth that much.

Commissioner Buhler indicated that this agreement was put together back in 2009 and it was all negotiated back then.

Mr. Wietharn indicated yes, part of the property identified at this time in a county-wide land study of where the commerce park should go, this was part of the property that was identified at that point in time. Since taking the options, they have had the opportunity to conduct a Phase 1 environmental study, they have done the title work on it and they have not seen any roadblocks to development – they still have to develop it, of course.

Councilman Alcalá stated that if we don't take the option now it could cost us \$20,000 an acre instead of \$10,000.

Mayor Buntun commented that the value of a piece of property at any particular point in time and what it is worth is what a willing seller and a willing buyer agree to, and that is what we have here.

Public Comment: Joseph Ledbetter indicated that the book he is holding is a 750 page GO Topeka document, which he is sure the consultant never saw, and it talks about this industrial land site and a lot of JEDO members have never seen it because he asked. He acquired this in 2010 through a KORA with GO Topeka and it cost him \$200. He will pass it around to the JEDO members in minute because he is going to show them pictures of wetlands. Not this, but there are other pieces of land that are tied in to this Kwanza (sic) Park that are wetlands. This one page document is all they got to consider to buy this land. For approximately 500 years, going back into common law we have always dealt with land – it is called the statute of frauds, there has to be a writing. If you are going to buy, you have to have a writing. Not a vague description but you have to have a writing of what you are buying with a legal description, price, terms or in other words a written contract. And he has looked at packets of government before, this is what this is, this is government, this is not private, we are dealing with public money so this puts a lot more scrutiny on what you are doing. The Mayor correctly said they don't do this with this body, they don't get appraisals, in fact they don't even ask for contracts in the past when they have bought land, title work, legal descriptions and the reason that he knows this is because it is not in the minutes and also because he went and got those documents and those options in 2010 from GO Topeka through KORA's which are very costly. He had to pay for research time, copying fees. Now that is what he calls transparency, a public citizen just wants to know how his money got spent. He doesn't want to have to ask for these things after the fact. He wants them to ask these questions now on the record and get it, get the appraisals, get the contracts, get the title work, the legal description, the environmental studies before they buy it. Mr. Ledbetter wants to also know why they want to buy a house. What are they going to do with the house once they own it – are they going to move it, demolish it, what is its purpose. These are questions they should ask when they are doing your fiduciary duties as public elected officials. Do your due diligence. They may have to buy it because they signed a contract but that is not his problem. Your urgency is not his emergency. He wondered how long have they known about this meeting? They haven't had one for 8 months. Couldn't they have gotten these documents together and brought them to the meeting. He looked at the minutes and he did ask direct questions from the person who sold the land – Mr. Henry McClure. In 2006 he also didn't get an appraisal on 75 acres, they also didn't get a purpose and that land is north of 49th Street and it is still vacant. Now they get hay and beans off of it and that is something. They have a fiduciary duty as a trust to at least make the land earn something. And that is Kansas law, not Maryland law. There are still, according to the documents and the minutes of the Planning Commission meetings, that rezoning of 4,000 acres that was done earlier this year. It is still out there that 400 acres of the original site that they still haven't developed at Central Crossing. He doesn't know why there is such an urgency for this purchase of land other than they have a timeline and he is not going to argue about that. Maybe they have time is of the essence written into their contracts, but he doesn't know, because he hasn't looked at them because they are not here to be looked at. The problem he has is not so much what they are asking JEDO to do but what is missing and why, other than there is an urgency from their contract that they made 3 years ago, they are coming to JEDO and saying we just have to have it now. Mr. Ledbetter than beings to pass his binder around, because these are wetlands – this is part of the Kanza Fire Commerce Park Phase 2, it is all linked together. When we are dealing with public money it is a higher scrutiny. You guys get that, you do it at the County Commission on land, you do it at the City Council on land, why is it not done with JEDO? He doesn't understand the distinction – maybe he went to school too many years. He again questions what are they going to be doing with the residence since it is the middle of an industrial park – is it going to be demolished, moved.

Councilman Manspeaker wanted to respond to one of Mr. Ledbetter's questions – he found out about this meeting on July 18th about 8 days ago and he had 24 hours in which to put agenda items on the agenda.

Mr. Wietharn indicated it is his understanding that they absolutely do not want the residence there. That was what the challenge was and importance of them buying this property since they didn't want it there in the middle of the Commerce park. The option allows the owners to remove that within the period of time, 180 days after the exercise the option, if they want to spend a fortune to move their house they would be thrilled because otherwise yes they would have to, he assumes, tear it down because it is not consistent with the use of the land that they are planning on.

Angela Sharp, Bartlett & West, advised she could address the concerns regarding the investigations that have been done on the property. Terracon did a Phase 1 assessment as well as soil borings on the property and did not find any detrimental effects on the property. She also indicated that there are no wetlands on the properties that they are considering tonight. There are some ponds on the balance of the property but according to the map of the original concept plan that was prepared as part of the site analysis that was done back in 2009. And in this concept plan, you will see that through this area of the property is a common green space area that was planned as an amenity to the park (walking trails and public spaces) and it does encompass the wetlands that were identified in the study, so they did take that into consideration.

Commissioner Buhler then asked to take a vote on the motion. ***Motion carried 5 to 1, with Councilman Gray dissenting.***

Councilman Gray asked that they be allowed to take a 5 minutes recess at 8:10 p.m.

Commissioner Buhler called the meeting back to order at 8:24 p.m.

ITEM NO. 6: CONSIDERATION authorizing Shawnee County to provide all administrative support to JEDO every year.

Commissioner Buhler indicated that she placed this item on the agenda for discussion and possible action. The City of Topeka is very gracious to provide their Chambers and their personnel to produce the television broadcast. Shawnee County would like to offer their ongoing support in an effort to make sure that the public isn't confused. She thinks sometimes the going back and forth on who is keeping the minutes are adding some confusion to the public. This is an attempt to have one body do that work and the Shawnee County Counselor's staff has agreed to do that. She also indicated that if there is action on this item then it would be added to the JEDO Operational Rules.

Councilman Wolgast asked for a description of this support.

Commissioner Buhler indicated it would be the taking of the minutes, posting the minutes online and posting of any documents.

Rich Eckert, Shawnee County Counselor stated that over the years, 10 of them now, whenever they switched over there were issues, for instance between the County Clerk and the City Clerk, there were just some issues about making sure we all had the exact same paperwork and it is just much more convoluted than it has to be. He calls this theory the "one throat to choke" theory, if something is messed up then we know who did it and there is no conversation and no finger pointing. And since this is a countywide tax it makes sense that the County would provide the administrative support.

Councilman Wolgast just wanted to clarify that this wouldn't mean no more changing back and forth on the legal counsel, or would the legal counsel always be the County then.

Mr. Eckert said that would be up to the JEDO Board in how they phrase their motion. The problem for legal counsel, and it is the same problem for him as it is for the City Attorney – Mary Feighney or whoever it would be, his client is the Board of County Commissioners, that is who his attorney-client privilege is with and that won't change. When Mary (Feighney) sits here she has the exact same issue, her attorney-client privilege is with the City of Topeka. So as far as who the legal counsel is, it doesn't matter, because they will always have this problem of who the privilege is with but that is up for the JEDO Board to consider.

Councilman Wolgast indicated that he likes the partnership aspect and he thinks the administrative support is one thing that one or the other bodies could have. However he thinks the partnership with the legal counsel, just as the JEDO Chair rotates; he thinks the legal counsel should rotate similarly. He would be hesitant to have their legal counsel always be the County Counselor.

Mr. Eckert stated that the issue would be it would always be his office that would be providing the administrative support; he is offering his office to do it all to get the County and City Clerk's out of it. It is always going to flow through his office and it just makes sense to do it through one shop.

Councilman Gray wondered if this would also include a link on the County website for JEDO documents.

Mr. Eckert indicated that right now the County links to the City of Topeka's website but if this goes through, the County would take control of it and the County would put it all out there that can be - agendas, minutes – on the County site and the City can link to it or they can mirror it, either way.

Councilman Gray stated that he was extremely hesitant about this because of the communication issues in the past between the County and the City. Just as Councilman Manspeaker indicated earlier, he didn't find out about this meeting either until Wednesday, when he checked his email while on vacation. He asked could this come back on the agenda for the next JEDO meeting with the roles of this administrative support being more defined because he also would like the City attorney to be here when it is the City's turn and if the County wants to take over the administrative aspect and carry that burden, he doesn't think he would have a problem with that, he would like that partnership between the County and the City.

Councilman Manspeaker indicated that he thinks the County Counselor brings up a good point regarding who the attorneys represent. His argument regarding the best possible route they could take would be to have an independent attorney that represents the JEDO Board alone and doesn't represent the County or the City. He believes in the past, with all due respect, the County Counselor has sued the City of Topeka.

Mr. Eckert responded that he has never sued the City. The County has been sued by the City, so yes when the City has sued the County he has represented the County in that instance.

Councilman Manspeaker thinks it does create some conflict and having an independent attorney that would only represent this body, that conflict of interest wouldn't come into play at all. Councilman Manspeaker also indicated that as far as maintaining the records, he thinks it is important that the City should maintain all records possible for their taxpayers and their citizens to be able to access through the City. No disrespect to the County but at the end of the day they are elected to their respective bodies and therefore they serve a purpose, until the infinite wisdom of the voters decides to merge these two bodies together, which he is in full support of, they still have to function as two separate governments and there is no reason why one entity should have more or less control than the other.

Mayor Bunten indicated that he thinks this is a generous offer. The JEDO Board meets no more than 3 or 4 times a year and they scarcely ever have to have an opinion offered by legal counsel. He thinks to have all the information in one place would be a positive. And he is sure that their City Attorney staff would be very pleased if this was all done by the County.

Councilwoman Hiller stated that she also appreciates the offer but would concur with Councilman Gray. If they are going to vote on this issue, she would hope that for this evening it would just remain a discussion since it is a new issue. Overall she really likes collaborations and this has been a good one. But also her approach to problem solving is "if it ain't broke, don't fix it." What was broken about their system was toggling back and forth from City to County for the record keeping and with finding records we didn't have a joint repository for a long time so if you needed something from December of 2009 you would have to go on one side of the street but the follow up the following April it would be the other side of the street and that was mind numbing to her to imagine someone trying to research a trail of a certain subject. Over the last year or so various folks have worked to centralize that and the discussion was can we have a central website, should JEDO be keeping these minutes and be the primary resource. It looked like to her that the decision was made that we could keep toggling back and forth on the minute taking and preparation but we would work out to have a joint web access so people only had to go to one place to retrieve documents. She questioned whether we were still keeping two sets of documents at the City and County side.

Commissioner Buhler indicated that it looks like from the websites that the City has the bulk of those documents and the County is linking to that.

Mr. Eckert indicated that the County does have their own set of paper copies but the County has a bit of a problem in that the County Clerk is independent of the Board of County Commissioners where the City Clerk is not so the County has a little bit of a hitch in that is that is one of the other things that the County is trying to fix. He is not blaming the County Clerk, the County Clerk does a fine job.

Councilman Hiller stated that to simplify things, they need to make sure that somebody has a complete set of documents and that it is easy for any of them to get to them would be her top priority. She questioned if the County's problem was that in the past the County Clerk has been the minute taker.

Commissioner Buhler indicated that her only reason to bring this forward is to simplify and even if that means not bringing in the County Counselor, but if the County just kept the minutes and the clerical piece of it would be impacted.

Councilman Gray made a motion to have this deferred until the next JEDO meeting until the roles and responsibilities of the City and County and of this potential partnership can be better defined. Councilman Wolgast seconded the motion.

Councilwoman Hiller stated that it sounds to her that what is emerging out of this discussion is if there were to be a proposal next time it might just be on the clerical end.

Commissioner Buhler indicated that there has also been a discussion of having a retreat or something of that nature and it has been awhile since they have looked at their operational rules and if there are others that have some additions or changes to operational rules then she could entertain agenda items based on that and they could look at the operational rules in its entirety.

Public Comment: Joseph Ledbetter stated that when he saw this item on the agenda he honestly saw at least a little merit to it, although he is opposed to it. When he first started looking into GO Topeka and its oversight organization called JEDO, which is elected officials that are directly responsible to the citizens

of Topeka, not GO Topeka, but JEDO oversees them and then answer to us, we the citizens of the city and county. He said "where are the records?", because the first thing he wanted to look at was the minutes of what's been going on and he had to go back and forth across the street between the years. The City Clerk was especially cooperative and she has been very good. In fact she made copies for the County, he believes, so they could have a complete set. He indicated that one of the things that makes it inappropriate to discuss this tonight is that the County Clerk isn't here. He doesn't think she is all that excited about JEDO meetings, but whether she is or isn't, she gets to say that for herself and to what she believes her duties are. He thinks she should be here before they take a vote so she can talk to them about what she believes her role is. Whether they like it or not, this money is very important. Any money that is public is important, but when you are dealing with \$5 million a year there ought to be some serious transparency and accountability and as a citizen he should have been able to walk in to either office and just look at these documents and he couldn't do it. So through a lot of pressure and lobbying, we got those situations pretty much fixed. And now the City Clerk does a really good job at putting these minutes online and in fact he likes the City Clerk's minutes because they are very detailed and he wants them that way, he wants what was said – 13 pages of documents for a meeting that happened 8 months ago is good because then we at least have a record established of who said what, what the complaints were, what the suggestions were, was he just saying or was he actually offering real concrete solutions and they are in the minutes and he likes that. It concerns him that those minutes might change in how they are done, they may just be little summaries and he is not interested in those kind of minutes and neither should you, the people who are elected, you should want detailed minutes. Mr. Ledbetter stated he wished JEDO would have regular meetings and then there would be less confusion. He recommended that JEDO should at least have quarterly meetings so they can know what is going on with their economic development funds. Another problem that he has with the County doing this is that when he went over to the County to get their public records, he had to pay \$.50 cents per page, he had to pay that himself, he didn't like it but that is what he had to do. That is what he calls transparency, that is a burden and a barrier to the citizens. He doesn't like paying \$.25 cents per page from the City Clerk but at least that is better than \$.50 cents per page. So if the County is not willing to lower their amount, which should be \$.25 cents per page anyways, he definitely isn't interested in the County doing this because he may need to go get records. So it should be \$.25 cents per page maximum and he still thinks that is too high, he thinks that is a barrier to transparency. It also concerns him that last year the County Commission did pass a resolution to put these minutes online, but they didn't do it, they just put a link on, he doesn't think that was what the intent of that resolution was, as he recalls. So again, he is not sure that the County is fulfilling their obligations, even that they gave themselves. Also there is another issue that he wants to bring up and that is about the attorney's responsibilities. What he thinks is potentially a conflict is that you have to have a County Counselor here some of the times and then you have a City Counselor here and these people have been in conflict with each other, and he does believe that the County sued the City over some annexation but he could be wrong. Either way it doesn't matter, once you are engaged as the lawyer, you are representing that side and that's your ethical responsibility so he doesn't think Councilman Manspeaker is offering such a bad idea to have independent counsel for JEDO. They don't meet that often so it wouldn't cost too much but they definitely need to be independent of the City and County and from GO Topeka and the Chamber, they need to be somebody who is not tied to those organizations so that you can have legal counsel if you need it. While Mayor Bunten did say that he hasn't heard a lot of legal questions posed, that doesn't mean you wouldn't in the future. He considers it a legal question as to why you don't have appraisals and contracts in these meetings when you are buying land, but that is his opinion. On the face of this proposal, he is uncomfortable with it because it is so easy to work with the City Clerk, she keeps a very good bunch of records. But at least have the County Clerk here to explain where's she at on this issue and explain why she has a higher fee and maybe should adjust that and explain some of the other things. He would like them to defer this and have some more discussion and get some more answers.

Commissioner Buhler indicated that a motion has been made and seconded and while she brought this up to simplify things but is hearing that they want more discussion and it might bring out broader discussion on operational rules. *Motion to defer this item carried 5 to 1, with Mayor Bunten dissenting.*

ITEM NO. 7: REPORT from Heartland Visioning.

Councilman Manspeaker indicated that he is interesting in hearing from the Director of Heartland Visioning and hearing a report of what has been going on with them and what they are up to.

Commissioner Buhler indicated that they also have the Co-Chairs present as well -Gina Millsap and Harry Craig.

William Beteta, Executive Director for Heartland Visioning, thanked the Board for having them. He indicated when they first got word about the meeting they were not exactly sure what the purpose was so he might need some direction. He heard that it was asked to have the Report to the Community on the agenda so he was under the assumption that they had the Community Report. He stated that as their commitment has always been, they said they would put a report back out to the community each year. This is their most recent report, speaking about what has been transpiring in our community always trying to let the community know what is happening. One of the things they learned in their first year is how much they didn't know what was happening, all these things they collected from the community as far as what people perceive to see as their desire to see where Topeka and Shawnee County will be in 20 years. They found out there are a lot of things happening so this report is trying to provide that. Now the thing about doing this report is that it is limited, the size of it, so this year they were able to add additional information on their website under the community report, so there are more items on there than just this. The key component to measure how things are going, as they took from their contractor, Henry Luke, are the Key Benchmarks which are on page 2 of this report. The intent of these Key Benchmarks was primarily as a barometer. If they see an impact in these areas they felt that it would indicate they are moving in the right direction.

Key Benchmark – Growing Community

Benchmark – Shawnee County's population will increase 1.0 percent annually for 10 years and continue to grow 1.5 percent annually in the next 10 years.

Status – Population grown in Shawnee County was .90 percent in 2010 with the population totaling 177,934. This is an increase from the 2009 population of 176,255. The increase is .10 percent short of the benchmark target of 1.0 percent growth annually.

Additional information on how we grew:

- *Topeka's population grew to 127,473; a 2.4 percent increase
- * Ages 70-74 was our greatest growth of 955; a 15 percent increase
- * Ages 35-39 was our greatest loss of 947; a 10 percent decrease

Key Benchmark – Public Safety

He believes we all know what is happening regarding public safety. It is an area of strong interest and he believes is a good barometer and a good benchmark to use. Organizations like Safe Streets working with the City and the County are trying to work on that so one of the things they wanted to look at this year was to see what they can do. They want to ask them how can they help to have an impact and get that moving in the right direction and of course they want to see crime go down. But they know there are specific areas where crime is an issue.

Benchmark – Shawnee County will be the safest county with a capital city and population above 100,000 in the USA.

Status – During 2010, the per capita crime rate in Shawnee County rose to 5,304. This was up from 2009 per capita crime rate of 4,954, an increase of 350 crimes.

The top two crimes in 2010 were burglaries and motor vehicle thefts. This year, property crimes were up 741 crimes.

Key Benchmark – Dynamic Downtown Topeka

They have had a problem in setting a target benchmark for this. The thing that he can best report on is just the progress that has taken place in downtown; trying to work forward on the idea to revitalize downtown. They see that there has been effort to move forward so they see that as a positive at this point in time.

Benchmark – Though the benchmark has not been established for this area, a dynamic downtown is seen as an indicator of success taking place in Topeka and Shawnee County.

Status – December, 2011, the City of Topeka contracted RDG Planning & Design to complete a conceptual design for a two block stretch of S. Kansas Avenue from Seventh Street to Ninth Street. Five million dollars has been budgeted by the city for revitalization of Downtown Topeka.

A final conceptual plan was presented on May 8, 2012.

Key Benchmark – Prosperous Community

When they set this benchmark with their contractor – it has been difficult for them to translate it and it is one of those benchmarks that they feel they need to change, because it needs to make for sense to them. The intent was to show what the average wage is being earned in the community and is it going up or going down. The way the benchmark is currently written is a little confusing and so they need to fix that.

Benchmark – Shawnee County's average wage earned will be .75 percent above the U.S. average.

Status – Shawnee County's change in average weekly wages earned was below the U.S. average by -1.5 percent. Shawnee County's average weekly wage for the first quarter of 2011 was \$751 versus the national weekly average of \$935. We did not meet our benchmark to be .75 percent above the U.S. average.

Key Benchmark – Quality of Life

This benchmark was not included in their report, because the publication it was set to draw from, as far as how the City and the County compare with other regions in the community, was last published in 2006-2007 and hasn't been updated since.

From the Key Benchmark standpoint, they do things happening positively in the community. Heartland Visioning continues to coordinate and facilitate and promote, that is their intent. They have facilitated about 230 hours of meetings this year and that doesn't include the typical prep and post time that takes place in a meeting like that. When they look at the entire year, they estimate that all the time they spent preparing and facilitating and post meeting work at over 1,000 hours - trying to work with as many

organizations as possible that they can be assisting. The rest of the report identifies a few projects that they were able to fit in the report but the website shows additional projects that are taking place in the community and they are happening by a lot of different people and organizations.

Councilman Manspeaker stated that when this organization started (4 years ago) there was a big turnout for the meetings, thousands of people came and spoke. Do they still have big meetings like that anymore?

Mr. Beteta indicated that the largest meeting held since that time was in February, 2010 that was regarding downtown to see if the community was really engaged in doing that. Early on he did try to initiate some smaller discussions and go around the community, those weren't structured quite right and he wants to get back to them to keep a continual dialogue. What they are working on this year is setting up a schedule and a process and to go back out in to the community. One of the things that they learned from Henry Luke (their contractor) is the three "R" process - review, revise, refocus. Right now they are in the process of reviewing what has been going on and looking to see are there areas that they can improve or change. Revise their process, revise their intent and then refocus and go back out to the community again, but their intent is to go back out in to the broader community to give people as much as an opportunity as possible to engage. They are looking at doing this very strategically, not just going to the public but going to elected officials, the County Commission, the City Council individually or in groups to see if they are still headed in the right direction.

Councilman Manspeaker asked about the teams that have been put together – the Education Team, Quality of Life Team, and the Economic Development Team – do those teams meet on a regular basis?

Mr. Beteta indicated that about half of them do. This has been a process, they bought a process back in 2008 from Mr. Luke, he took them through it and set them up with the foundation teams and then they carried it from there and this is one of the things that they need to review. The Government Foundation Team which is chaired by Commissioner Buhler and Ben Tenpenny meets on a regular basis. The Quality of Life Team meets on a regular basis. The Education Team, until recently they have had so much change where people existed in their professional lives, was meeting regularly but has no kind of dropped back. The other teams not so much. But that is one thing that they need to improve on because otherwise how are they getting this done. The idea is that it is not Heartland Visioning doing this work, they are just an office of two, but this whole thing is about the community and doing it together.

Councilman Manspeaker indicated that another things that comes up before the City Council on regular basis, they talk about things like infrastructure or downtown development, but while downtown development hasn't come to a vote as it stands right now there is not necessarily the support on the City Council to get that passed. Infrastructure is another example where they haven't been able to coalesce the support on the City Council to pass a water infrastructure plan. One of his major concerns is that he feels very much that Heartland Visioning lobbies the City on a pro downtown development plan. He doesn't think there is a cross-section of the community that agrees with that concept or else they would have seen it pass much quicker from this body without so much consternation. From his perspective, if Heartland Visioning was functioning in the right way it would be gathering data and working with folks within in the community to try to figure out what that downtown structure works like. He questioned if that was part of Heartland Visioning's plan or direction. He knows that there have been meetings in the past, but from what he understands those meetings were not always open, people could attend them but the views discussed at those meetings were not always met with great regard or they were boxed out and not a part of the process, so to speak and he thinks that is part of why downtown is failing because some of those folks that felt they should have been part of the process haven't been able to plug in.

Mr. Beteta indicated that again that is another area that they need to look at to see if it is being done the right way. The intent is always to be a public community activity. By no means are any of them experts on this. They are trying to be a private non-profit and work with a constituency of 127,000 people. There are areas that they need to improve on.

Gina Millsap, Heartland Visioning Executive Board Co-Chair and Executive Director, Topeka and Shawnee County Public Library, indicated that she decided to take this role on (Co-Chair) in addition to her day job specifically because they are at a really pivotal point with Heartland Visioning's journey. The question that Councilman Manspeaker asked about what they call the "foundations", what they are dealing with is a strategic plan that was approved by thousands of community members. To keep faith with the community, they have to go back to them now and touch base and so what we have got in this plan are a combination of aspirations, which are wonderful but not actionable, we've got value statements, which again are wonderful but not actionable and then we have strategies. And one of the strategies was the redevelopment of downtown. Now if the interest of the community has waned or changed then they certainly need to determine that but they have to keep faith first that the current strategic plan is still valid until they hear otherwise. It is their intent throughout the fall and probably going in to the winter to have a series of community meetings. They have discussed process as far as what is the best way to reach the greatest number of people and most likely those huge community meetings, where you might have 300 to 500 people in a room, but not everyone is comfortable speaking in front of that many people is probably not the best venue. They are talking about having a significant number of meetings that would include neighborhood improvement associations, neighborhood associations, and other types of gatherings. And another piece of their intent going forward is capacity building which means that they want to train a cohort of community grassroots leaders in facilitation techniques so that they have the skill set to go out and really work with groups of citizens and get their feedback.

Councilman Manspeaker asked what the Government Foundation Team does.

Commissioner Buhler indicated that they work from the list of priorities that were set in the plan in November, 2009. They meet every other month and they have hosted a number of initiatives and worked in conjunction with the Intergovernmental Cooperation Council to work with them on some projects. They are hosting a mayor/township official luncheon coming up on Monday just to talk about issues, getting to know one another. They meet at Jones Huyett and their next meeting is August 9th. She doesn't believe their minutes are not on there yet for this year but they are on the Heartland Visioning website.

Councilman Manspeaker questioned if it is the intent of the Government Team to encourage or discourage citizens for running for office?

Commissioner Buhler responded that there is nothing in their strategies about this. The Candidate School is a different initiative that is part of Heartland Visioning. The Candidate School educates them on the process of how to run, the application, paperwork.

Councilman Manspeaker asked Mr. Beteta that in his role as Executive Director of Heartland Visioning, he would never encourage or discourage anyone to run for office.

Mr. Beteta indicated no, in fact he does not even attend that Candidate School.

Commissioner Buhler indicated that she does not attend either. She also indicated that the CRC (Community Resources Council) and the Library (Topeka and Shawnee County Public Library) coordinate that.

Councilman Wolgast indicated that he thinks any effort like this is extremely challenging to get a communitywide organization reflective of the community and involving the community and getting everyone to be a part of it. He has been around long enough to participate in earlier attempts at organizations like this. Certainly Heartland Visioning has its weaknesses but it has also enabled the community to address some issues that we have not been able to do before. It does some good for the community. Also we definitely have to adjust; everything needs to be revised, reviewed and see new direction, that is just the nature of it. He commends those volunteers who work at it and put in some many hours to keep it going and that is what makes a community successful.

Mr. Betata said they were asking about the Foundations. He stated that Wichita's vision process is 5 years ahead of Shawnee County, and it just so happens they have the same contractor. What Wichita has done of time though is they have done away with their Foundation teams. He is not saying that is what we should do but we need to evaluate the process that is working for us to determine what the best strategy to move forward is.

Commissioner Thomas asked in working with that process, would they use an outside facilitator? Or is it all going to be in-house, folks are entrenched in Heartland Visioning – either one outside the organization or even perhaps outside of the community.

Mr. Betata indicated that they haven't talked in depth about that but they probably would not look outside the community. Like they had mentioned their effort of capacity building, using facilitators from around the community to facilitate the meetings just so it isn't him all the time or the leadership all the time, trying to make it a community activity.

Commissioner Thomas asked absent that would they look beyond their border?

Mr. Betata responded that he can't if they would or wouldn't, that is not something they have really discussed in depth.

Councilman Gray stated that at the last JEDO meeting on December 5, 2011, he had asked if any of Mr. Betata's salary was funded by any tax money, and he said no. There was follow up via a letter sent to Councilman Gray which said "to clarify the comments made at the JEDO meeting, because the Heartland Visioning budget contains mostly private funds and some public funds, it might be perceived that a certain percent of my salary is paid for with public funds. If it is important for the City or the County that their contribution be administered so that public funds are not applied towards salaries we can attempt to do this. Councilman Gray stated he then responded to Mr. Betata in an email that he didn't know if that was a "yes" or a "no" or an "I don't know", but what Mr. Betata did do was to offer Councilman Gray an opportunity to sit down with Mr. Betata and his Co-Chairs to discuss this. Councilman Gray indicated he would like to take that opportunity in the future to sit down to discuss this. Councilman Gray stated Mr. Betata could contact him via email to set this meeting up.

Councilwoman Hiller stated that when she saw this item on the agenda she was a little surprised and she wanted to compliment Councilman Manspeaker for putting this on the agenda. Because as the JEDO board continues to talk about economic development we tend to be focused on the incentives and the marketing and the branding but she does think that Heartland Visioning has given a lot of dynamic and life to this community and it is one of the intangibles that does make the difference in whether or not a business wants to stay here or come here and she appreciates that Councilman Manspeaker brought it up.

Public Comment: Joseph Ledbetter stated that Mr. Betata came to a Hi-Crest NIA (Neighborhood Improvement Association) meeting in November, 2010. They tried to get Doug Kinsinger to come to the meeting but he wouldn't come but Mr. Betata did come. Mr. Ledbetter stated that Mr. Betata did offer candid answers to their questions; he didn't try to slough it off or say that doesn't matter. Mr. Ledbetter stated that Mr. Betata did tell them that he stays away from lobbying and electioneering. Mr. Ledbetter believes that an organization like this needs to stay away from these things. The IRS has some very strict rules about tax exempt organizations involving themselves directly in elections, like email blasting and recruiting. They also talk a lot about entities that receive public money not doing that and they are very serious about it. Mr. Ledbetter just wanted to reiterate that is really his only concern with that organization, he has always been concerned about that with GO Topeka and making sure that they stay out of elections, they are not recruiting, they are not campaigning, they are not emailing, they are not using their infrastructure phones, copying machines, anything to involve themselves in anything related to elections and that includes sales tax elections, that means general elections, that is what the IRS code says, so you stay out of all of them and then let the public make a decision if they want to be involved in that kind of process or not but steer clear of it. Mr. Ledbetter stated again he is happy that Mr. Betata came out to speak with them, on the behest of their President, Betty Phillips and maybe someday Doug Kinsinger will do that too because he has certainly been asked.

ITEM NO. 8: REPORT on Jobs Creation from 2000-2012 in Shawnee County.

Councilman Manspeaker indicated that in the interest of the length of this meeting he would be happy to defer this topic to a later date, he thinks they have discussed it enough this meeting.

Commissioner Buhler asked that for clarification, what is the report that Councilman Manspeaker is referring to and can they get a copy of that report to include that for next meeting.

Councilman Manspeaker indicated he just wanted to hear a report from GO Topeka on job creation from 2000 to 2012, he would like to see those numbers and what they are looking at in terms of a census and how many folks have left the community, how many jobs have been created, just an apples to apples comparison. It doesn't seem to him that these things are very difficult to assess. The reality is he has to go back in his district to explain to folks why this organization exists, why we tax them another ½ percent on their sales tax and what it is being spent on and whether or not it is worthwhile to them and at this point he doesn't think he can make that sale. ***Councilman Wolgast seconded the motion to defer. Motion to defer carried unanimously.***

Commissioner Buhler indicated that the last item is adjournment and would ask if there is any other public comment at this time.

Public Comment: Maynard Oliverius, Board Chair of GO Topeka and former President and CEO of Stormont Vail Healthcare would like to state that there has been a lot of discussion about fiduciary responsibility and he would like to say as Chair of that Board, which he has been on for many years, they have an extremely fine staff and it is a well organized and well run operation. He would like to compliment the staff because they are also citizens and taxpayers of this community; that they do have a fiduciary responsibility and they take that duty very seriously. They try to be transparent. There are also about a 30-member Board, people who are your colleagues and neighbors and citizens and taxpayers of this community and they all take their responsibility very seriously and they understand the report to JEDO. As a Board of Directors they have delegated the responsibility to them to look at things like that one sheet of property to see whether it is appropriate or not, and to the extent it is not, they question and challenge the staff, and then JEDO challenges and questions the Board and the staff responds appropriately on behalf of the Board. He wants them to know how much they honor and respect the relationship that Dr. Morfessis talked about tonight, it is so critically important, between JEDO and GO

Topeka and that they never ever want to violate that trust and responsibility that they have to JEDO. They do hold staff accountable, they hold themselves accountable and they know that JEDO will be holding them as a Board accountable.

Commissioner Buhler indicated she wanted to address the comments made tonight about JEDO having quarterly meetings. She indicated that there is an open invitation to add items to the agenda for the next meeting. She would bet that they would have a meeting again before the end of the year so she requested anyone to submit their agenda items and any other documentation that goes with them in its entirety and they will post that. She indicated there is no direction on setting the agenda or on putting it out to the rest of the Board. She does think they have some work to do in conjunction with GO Topeka.

Councilman Manspeaker indicated as a general rule he would like more than 7 days, more than 24 hours to get something on the agenda.

Commissioner Buhler stated that she understands but there is nothing provided for this in the Operational Rules.

NO FURTHER BUSINESS appearing the meeting was adjourned at 9:14 p.m.

DRAFT

ITEM #2

INCENTIVE AGREEMENT

This Incentive Agreement is effective _____, 20____, and is entered into between the following parties:

GO TOPEKA: GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

120 SE 6th Avenue, Suite 110

Topeka, KS 66603-3515

Phone: (785) 234-2644

FAX: (785) 234-8656

Contact Person/Title: Douglas Kinsinger, President and CEO

BUSINESS: DEL MONTE CORPORATION

2200 NW Brickyard Road

Topeka, Kansas 66618

Contact Person/Title: Mr. Jim Green; Controller

WHEREAS, BUSINESS is a Delaware corporation that is in good standing and qualified to do business under the laws of Kansas; and

WHEREAS, BUSINESS is contemplating investing approximately Twelve Million Six Hundred Thousand Dollars (\$12,600,000) to expand, renovate and equip its manufacturing plant located at or near 2200 NW Brickyard in Topeka, Kansas; and

WHEREAS, such plant, or at least that portion of it being improved and incentivized hereby, is referred to herein as the "Topeka Facility," and shall not include BUSINESS' distribution center or its dry manufacturing plant facilities, both of which have been previously incentivized by Incentive Agreements dated November 1, 2008 and June 25, 2010, respectively, or other Topeka facilities not being improved and incentivized hereby ; and

WHEREAS, as a result of the expansion and renovation BUSINESS will be able to retain twenty-three (23) employment positions at the Topeka Facility that would otherwise likely be lost, and add ten (10) new positions; and

WHEREAS, GO TOPEKA desires to assist and promote BUSINESS in expanding its operations in Topeka, Kansas, by offering up to One Hundred Forty Thousand Dollars (\$140,000) in local incentives; and

WHEREAS, BUSINESS, acting in reliance upon the incentives set forth in this Agreement, has decided to expand its operations in Topeka, Kansas; and

WHEREAS, the parties wish to memorialize their understanding regarding the details of the incentive package to this legally enforceable contract.

WITNESSETH:

NOW, THEREFORE, in consideration of such mutual benefits and of the mutual covenants and agreements expressed herein, the parties covenant and agree as follows:

1. Local Incentive.

a. Project Investment. Subject to the requirements and provisions of this Agreement, GO TOPEKA shall pay to BUSINESS a local incentive in the amount of Forty-Five Thousand Five Hundred Dollars (\$45,500) within Three (3) months after BUSINESS has shown that it has completed new investment of at least Twelve Million Six Hundred Thousand Dollars (\$12,600,000) in the construction, renovation or equipping of the Topeka Facility for purposes of supporting and employing the employment positions contemplated herein; provided, however, that such investment must be completed by December 31, 2014, to qualify for this incentive (and for any other incentives hereunder).

b. Retained Full Time Employment Positions. For each of the Twenty-Three (23) Retained Full Time Employment Positions (defined below), GO TOPEKA shall pay an employment incentive to BUSINESS of Two Thousand Five Hundred Dollars (\$2500), payable in Three (3) consecutive annual installments of Eight Hundred Thirty-Three and 33/100 Dollars (\$833.33) each, beginning in May 2014; provided that BUSINESS in fact has or continues to have those positions in place and documents the same for GO TOPEKA by that date as discussed below.

Only those Retained Full Time Employment Positions existing as of the effective date of this Agreement shall qualify as Retained Full Time Employment Positions. BUSINESS represents that as of the date hereof it has Twenty-Three (23) Retained Full Time Employment Positions eligible for the employment incentive. With the fully executed copy of this Agreement, BUSINESS shall identify for GO TOPEKA the Twenty-Three (23) Retained Full Time Employment Positions specifically being retained and incentivized pursuant hereto, and provide GO TOPEKA employment incentive calculation documentation verifying the existence and retention thereof (as discussed below). BUSINESS shall also document for GO TOPEKA that these positions are not being incentivized by one of the prior Incentive Agreements. BUSINESS shall also be able to document to GO TOPEKA that these retain positions are separately tracked and maintained apart from BUSINESS' other operations.

A Retained Full Time Employment Position is a single position that has a minimum of 2080 paid hours of service (annually) at the Topeka Facility with an annual average wage of Forty-Eight Thousand Dollars (\$48,000) (when averaged against the other proposed Retained Full Time Employment Positions at the Topeka Facility), plus benefits including health insurance.

c. New Full Time Employment Positions. For each New Full Time Employment Position (defined below), up to a maximum of ten (10) at the compensation levels discussed below, GO TOPEKA shall pay an incentive to BUSINESS an employment incentive as follows: Three Thousand Five Hundred Dollars (\$3500) for those New Full Time Employment Position positions paying an average of at least Forty-Five Thousand Dollars (\$45,000) per year (as discussed below) and Four Thousand Dollars (\$4000) for those New Full Time Employment Position paying an average of at least Sixty-Five Thousand Dollars (\$65,000) per year (as discussed below). For each position, the applicable incentive shall be paid by GO TOPEKA to BUSINESS by the end of May in the year following the calendar year in which each position is added; provided, that BUSINESS must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein). All positions to be incentivized hereunder must and shall be added by December 31, 2014.

A New Full Time Employment Position is a position that has a minimum of 2080 paid hours of service (annually) at the Topeka Facility. Six (6) of the Ten (10) positions shall have an average annual wage of at least Forty-Five Thousand Dollars (\$45,000) when averaged across the Six (6) positions in this category, plus benefits including health insurance, and Four (4) of the Ten (10) positions shall have an average annual wage of at least Sixty-Five Thousand Dollars (\$65,000) when averaged across the Four (4) positions in this category, plus benefits including health insurance. BUSINESS shall only qualify for an employment incentive for a New Full Time Position if it has consistently maintained the Twenty-Three (23) Retained Full Time Employment Positions and made the project investment contemplated herein.

d. General Provisions. As used herein "Full Time Employment Position" shall generally refer to both New and Retained Full Time Employment Positions. Only those Full Time Employment Positions engaged in manufacturing process at the Topeka Facility shall be eligible for the employment incentive contemplated herein. Distribution employment positions and dry manufacturing positions incentivized pursuant to the parties' November 1, 2008, and June 25, 2010 Incentive Agreements, shall not be eligible for the employment incentive contemplated herein. Each Full Time Employment Position for which an employment incentive is paid must be maintained for

ten years after and including the year in which the incentive is paid. If, after receiving an employment incentive payment for a Full Time Employment Position, BUSINESS scales back, eliminates, or otherwise fails to maintain a position for the full ten (10) consecutive years required hereby, GO TOPEKA shall not be required to make any further employment incentive installments for such position(s) and BUSINESS shall refund to GO TOPEKA a proportional amount of the employment incentive received to date for that position for the partially completed and remaining of the ten (10) calendars years for which the position was to be maintained. (Subject to other requirements of this Agreement including default provisions), business may retain the proportional amount of the received incentive for the completed years during which the position was maintained). Such calculation shall be made without credit or consideration for whether the position may later be, or is, again added or maintained. BUSINESS shall repay such refund within three (3) months after the position reduction is revealed or discovered (whichever occurs first).

Nothing herein shall require that an eligible position be held by the same person, nor shall this Agreement preclude BUSINESS from changing the title, purpose or utility of a position (as long as it meets the other requirements identified herein), but the minimum average annual wage must be maintained. To be eligible for an employment incentive pursuant to herein, a position must be one which has the BUSINESS withholding and paying all federal and state employment taxes attributable to the employee. BUSINESS may not combine two or more employment positions to meet the definition of a Full Time Employment Position.

e. Maximum Incentive. Notwithstanding anything to the contrary herein, the total amount paid by GO TOPEKA under this Agreement shall not exceed One Hundred Forty Thousand Dollars (\$140,000).

2. Incentive Calculation Documentation. When and as reasonably requested by GO TOPEKA, BUSINESS shall provide GO TOPEKA with invoices and state and federal employment, tax return, BUSINESS Quarterly Payroll Report, the BUSINESS General Ledger Extract for Investment, or other reasonably necessary documentation to establish investment in and at the Topeka Facility and employment levels for purposes of calculating employment incentives and monitoring BUSINESS's performance hereunder. GO TOPEKA is granted the right to audit financial documents at any time during this Agreement. GO TOPEKA is granted the right to reduce payments made to the BUSINESS by amounts found to be improper, unauthorized or unsubstantiated. GO TOPEKA shall have sole authority in this regard and shall base its decision upon information submitted, including absence of documents to substantiate expenditure. BUSINESS shall reimburse GO TOPEKA one-half (1/2) of the cost, not to exceed

One Thousand Dollars (\$1000) to BUSINESS per incentive year, for such calculation, monitoring and/or audit. GO TOPEKA uses a third party firm to perform this review. GO TOPEKA will notify BUSINESS of the expected date and time for such review to be performed and BUSINESS will have the option of contacting such third party firm to ascertain the type of records the third party firm needs to conduct the review.

3. Use of Funds. The funds received by BUSINESS pursuant hereto shall be used for the purpose of purchasing machinery and equipment for, or improvement of, the Topeka Facility, or for the relocation of machinery and equipment or training of persons to be employed at the Topeka Facility.

4. Default.

a. A default shall occur if:

i. BUSINESS fails to have Twenty-Three (23) Retained Full Time Employment Positions at the Topeka Facility from the commencement of this Agreement through December 31, 2014 (and beyond subject to the other terms of this Agreement);

ii. BUSINESS fails to have added the Ten (10) New Full Time Employment Positions meeting the salary and quantity requirements identified above at the Topeka Facility by December 31, 2014;

iii. At any point after calendar year 2014 and through 2024, BUSINESS has fewer than Thirty (30) Full Time Employment Positions incentivized hereby at the Topeka Facility;

iv. BUSINESS closes or ceases to use the Topeka Facility specifically incentivized hereby, or substantially reduces the Topeka Facility operations, prior to December 31, 2024; subject to the Force Majeure provisions in paragraph 4.d. below;

v. BUSINESS fails to invest, by calendar year end 2014, at least Twelve Million Six Hundred Thousand Dollars (\$12,600,000) in the construction, renovation or equipping of the Topeka Facility; or

vi. BUSINESS in any way fails to comply with or breaches any term or requirement of this Agreement.

b. If BUSINESS maintains at least the Thirty (30) Full Time Employment Positions contemplated in the default provisions hereof in the years following 2014, but fails to maintain positions for which it received an employment incentive, timely repayment of that employment incentive (or the proportionate amount thereof) as required by Paragraph 1 shall be sufficient to avoid a default hereunder as to that deficiency (but BUSINESS shall be in default hereunder if the

same is not repaid as required hereunder or is otherwise in default). If BUSINESS is in default hereunder for failure to maintain the Thirty (30) Full Time Employment Positions or otherwise, such default shall not preclude or otherwise relieve BUSINESS from also repaying the employment incentives for positions that were not maintained as required.

c. In the event of a default, GO TOPEKA shall not be required to make any further incentive payments or transfers under this Agreement, and BUSINESS shall repay to GO TOPEKA the entire amount of all payments received by or for the benefit of BUSINESS pursuant hereto, plus interest at a rate of Eight Percent (8%) per annum from the date such amounts were received by BUSINESS.

d. In no event shall BUSINESS be liable or responsible for repayment of incentives hereunder in respect to any delay in the performance of, or failure to perform, any action required under this Incentive Agreement, whether in whole or in part to the extent that such delay or failure is caused by any of the following causes: war; acts of terrorism; fire; severe weather; extraordinary natural occurrence; epidemic; earthquake; labor disturbances, strike, abnormal business downturns which are beyond the reasonable control of the BUSINESS or other causes beyond the reasonable control of the employer (but excluding market forces with the exception of a recession as discussed below), in each case whether foreseeable or unforeseeable, and the time for performance shall be extended for the duration of any such delay.

5. **Recession.** In the event of a recession, as defined below, BUSINESS may elect to suspend BUSINESS' obligation to maintain the Full Time Employment Positions for which it has received an Employment Incentive hereunder. During such suspension, refunds of Employment Incentives due to a failure to maintain Full Time Employment Positions shall not be required, but a suspension shall not protect against the occurrence of a default (and repayment requirements incident thereto) including a default for failure to maintain at least a minimum of Thirty (30) full time employment positions at the Topeka Facility. Such an election shall not relieve BUSINESS of its obligations to maintain those Full Time Employment Positions, but rather shall extend the time required to maintain those positions by an amount equal to the period of suspension. A suspension due to recession shall not extend the deadline (December 31, 2014) by which Full Time Employment Positions must be added to qualify for an Employment Incentive.

BUSINESS may only make one suspension election during a recession period or, for a suspension lasting only two calendar quarters, in the first calendar quarter after the recession ends. The date closest to the start of the recession (but not more than six months prior to the beginning of the recession) at which BUSINESS maintained the most Full Time Employment Positions shall be the first day of the suspension.

The suspension shall cease at the earlier of (a) BUSINESS' election to resume the Incentive Agreement; (b) six (6) months after the recession ends; or (c) the expiration of twenty-four (24) months after the beginning of the recession. At the end of the suspension, BUSINESS shall again be expected to employ and maintain the number of Full Time Employment Positions in place at the beginning of the suspension or be subject to the repayment provisions of this Agreement. BUSINESS may elect such a suspension only two (2) times and only before calendar year end 2018 (and this date shall not be extended due to a suspension).

For purposes of this Agreement, a recession shall be defined as two or more consecutive calendar quarters of declining United States' real gross domestic product ("GDP") as determined quarterly by the Bureau of Economic Analysis of the United States Department of Commerce. The recession shall be considered to have ended at the end of the last calendar quarter of declining real GDP immediately preceding two calendar quarters during which real GDP expands.

The parties acknowledge that they will not know from the outset at or when the economy has entered and/or exited a recession. If a decrease in Full Time Employment Positions occurs in a calendar quarter of declining (or potentially declining) real GDP, the parties shall cooperate to determine the effect of the economy. If it is reasonably possible BUSINESS may elect a suspension due to a recession, GO TOPEKA may declare that a refund of Employment Incentives is due, but not seek to collect the same until it is determined whether the economy has entered into a recession (and if so, the Agreement may be suspended thereafter at the BUSINESS' option as provided herein). Any delay in collecting the refund shall not constitute a waiver or otherwise preclude GO TOPEKA from later acting. Nothing herein shall preclude GO TOPEKA from seeking a refund or otherwise acting to enforce this Agreement for activities occurring prior to or after the suspension period. Nothing herein shall preclude GO TOPEKA from declaring a default and seeking repayment incident thereto.

6. **Notices.** Any notices required or permitted to be given pursuant to this Agreement may be delivered in person or mailed, certified mail, return receipt requested, to the addresses identified above.

7. **Miscellaneous.** The following miscellaneous provisions shall apply to this Agreement:

a. BUSINESS shall make every reasonable effort to retain Shawnee County, Kansas-based contractors in the improvement of or additions to the Topeka Facility.

b. BUSINESS agrees to make every reasonable effort to use Shawnee County, Kansas-based vendors for the purchase or procurement of the machinery and equipment contemplated herein.

c. BUSINESS agrees to use, if qualified, Shawnee County residents to fill the Full Time Employment Positions at the Topeka Facility.

d. BUSINESS shall provide prompt advance notice to GO TOPEKA of any material change in BUSINESS's ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in a default by BUSINESS under any agreement to which it is a party related to the matters set forth herein, or a change in the Full Time Employment Positions maintained at the Topeka Facility.

e. BUSINESS agrees to participate in a public event with GO TOPEKA at the Topeka Facility celebrating the location of the Topeka Facility and employment expansion contemplated by this Agreement. Such event would include general recognition of GO TOPEKA's involvement in the project.

f. This writing contains the entire agreement reached between the parties hereto with respect to the subject matter hereof, and may be amended only in writing, duly executed by all parties concerned.

g. This Agreement shall be interpreted under the laws of the State of Kansas, with venue being solely in the state District Court of Shawnee County, Kansas. If any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

h. Time is of the essence of this Agreement.

i. By signing this Agreement, the parties affirm that they have the authority of their respective corporations to enter into this Agreement and bind their respective corporations.

j. This Agreement shall bind and inure to the benefit of the parties to this Agreement, their heirs, legal representatives, assignees, transferors and successors.

k. No failure by a party to insist on prompt performance by the other party of its obligations hereunder shall constitute a waiver of rights under the Agreement. Similarly, the waiver by a party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

l. This Agreement may be executed in counterparts, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties. The effective date of this Agreement shall be the date of the last signature obtained.

m. The parties acknowledge and agree that BUSINESS shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder, without the prior written approval of GO TOPEKA.

n. Sarbanes-Oxley and similar legislation may have application to, or affect the accounting for, this Agreement by BUSINESS.

o. GO TOPEKA makes no representation as to the taxability or tax effect of this Agreement and the incentive payments hereunder.

p. GO TOPEKA's obligations hereunder are contingent upon approval of this Agreement by the local Joint Economic Development Organization (JEDO) and the continued funding of GO TOPEKA at adequate levels through a portion of the Shawnee County, Kansas, retailer's sales tax and/or by JEDO. GO TOPEKA may unilaterally reduce or eliminate any payments hereunder in the event that sufficient funds are not available (taking into account GO TOPEKA's other obligations). GO TOPEKA will endeavor to give BUSINESS advance notice of any reduction of funds when practical. BUSINESS agrees and understands that if there are not sufficient funds appropriated or available to GO TOPEKA to continue to make any payments hereunder (taking into account GO TOPEKA's other obligations), however, GO TOPEKA, will work with BUSINESS to reasonably find other funding sources for GO TOPEKA to fulfill its obligation to BUSINESS under this agreement; if no other funding sources are available, GO TOPEKA may terminate this Agreement with written notice of termination to BUSINESS. The reduction or elimination of any payments, and/or termination of this Agreement pursuant to this paragraph, shall not cause any penalty or damages to be charged to GO TOPEKA and BUSINESS waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur.

q. In carrying out the terms and provisions of this Agreement, BUSINESS shall not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive or provide services because of race, color, religion, sex, age, disability, national origin or any other status protected by applicable federal or state law or local ordinance.

r. Every duty, right, or obligation contained in this Agreement imposes an obligation of good faith in its performance or enforcement. For the purposes of the Agreement, "good faith" dealing means honesty in fact in the conduct or the transaction concerned.

s. Nothing herein contained shall be construed or held to make any party a partner, joint venturer or associate of another party in the conduct of its business, nor shall either Party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

t. The parties agree to execute and deliver such other documents, agreements or instruments as may be necessary or convenient to effect the purposes of this Agreement and to comply with any of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

“BUSINESS”

DEL MONTE CORPORATION

By: _____

Print Name: _____

Title: _____

“GO TOPEKA”

By: _____

Print Name: _____

Title: _____

ITEM #3(1)



2013 GO Topeka Economic Partnership Business Plan and Budget

In 2013, 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 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.

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 2013, GO Topeka will continue the targeted marketing focus started in 2012 to fully capture the audience of decision makers in our target sector industries, and to support our existing businesses and entrepreneurial development. Additionally in 2013, GO Topeka will act on having a presence in international markets to boost the development of many international prospects developed in the past twelve months.

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 solid relationships with Kansas City Area Development Council, KC Smartport, Kansas Department of Commerce, Kansas Department of Transportation, state agencies, education institutions, and the Governor's Office have helped impact recent successful new business recruitment and existing business expansion projects.

As you explore the 2013 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 assistance with the most current and comprehensive information available to companies that are interested in Topeka/Shawnee County for relocation, retention or expansion and who create new jobs. Samples of that information include:

- Local demographic data • Quality of life • Public infrastructure
- Business assistance programs • Real estate • Taxes, fees and regulations
- Comprehensive Sites and Buildings Database (SwiftSite) 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 geographic areas
- Electronic, social media and print advertising
- Site selection consultant presentations
- Tradeshows
- Multimedia presentations
- Public relations outreach

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
- Ease of international travel
- 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.

5. The purpose of Entrepreneurial & Minority Business Development funding program is to increase the accessibility, visibility and viability of entrepreneurialism and small business growth for M&WBD defined entrepreneurs in the community and to promote economic development, recruit and job creation in Topeka and Shawnee County for qualified persons. The Entrepreneurial & Minority Business Development provides assistance and programs to empower small, low- to moderate-income, minority and women-owned business enterprises with the knowledge and resources to build wealth and contribute to the economic betterment of Topeka and Shawnee County.

6. 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 also uses the land in the parks and proceeds received from the half-cent countywide economic development sales tax to provide incentives for job creation.

Why do companies choose one community over another?

There are a multitude of reasons ranging from 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.

This annual business plan will be flexible allowing quick adaptation to changing conditions and the economic development marketplace. The 2013 Business Plan is divided into the following action categories:

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



Accountants' Compilation Report

Growth Organization of Topeka / Shawnee County, Inc.
120 S.E. 6th Ave.
Topeka, Kansas 66603

We have compiled the accompanying forecasted and budgeted statements of receipts and expenditures – cash basis of Growth Organization of Topeka / Shawnee County, Inc. (Go Topeka) for the years ending December 31, 2013 and 2012 in accordance with attestation standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting, in the form of prospective financial statements, information that is the representation of management, and does not include an evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

We are not independent with respect to Growth Organization of Topeka / Shawnee County, Inc.

Mize Houser & Company P.A.

Mize Houser & Company P.A.
Certified Public Accountants

December 4, 2012
Topeka, Kansas

BNO:rb
Enclosure

**Growth Organization of Topeka / Shawnee County, Inc.
Forecasted Statement of Receipts and Disbursements - Cash Basis**

	Forecast		
	Proposed Budget 2013	Expected 2012	Approved Budget 2012
Receipts:			
Sales Tax ⁽¹⁾	5,000,000	5,833,333	5,000,000
Other income	15,000	15,000	15,000
Total Revenues	5,015,000	5,848,333	5,015,000
Expenditures:			
Salaries	347,477	447,000	457,242
Payroll taxes and benefits ⁽²⁾	100,839	141,000	144,217
Total Staffing ⁽³⁾	448,316	588,000	601,459
Departmental activities:			
Existing Business	64,600	34,200	62,808
New business attraction	506,670	412,000	491,920
Workforce development	34,600	41,000	60,500
Government relations	21,500	19,500	21,500
Entrepreneurial Development	29,100	29,100	29,100
Research	11,000	10,500	11,000
Minority and Women-Owned Bus Dev (MWBD) ^{(4) (5)}	500,000	500,000	500,000
Total Departmental	1,167,470	1,046,300	1,176,828
Other operating expenditures	347,110	336,300	336,300
Total Operating Expenditures	1,962,896	1,970,600	2,114,587
Total Receipts over Operating Expenditures	3,052,104	3,877,733	2,900,413
Heartland Visioning ⁽⁶⁾	60,000	60,000	60,000
Incentives and Site Expenditures:			
Anticipated expenditures on current commitments	2,106,476	4,026,701	4,164,849
Indirect site/incentive expenditures	50,000	32,508	50,700
New incentives	350,000	200,000	517,500
49th St improvements	250,000		250,000
Kanza Fire - Infrastructure Design	161,452		
Kanza Fire Infrastructure - cont. ⁽⁷⁾	1,163,732	272,601	47,500
Kanza Fire - Signage/Entryway	75,000		
Real Estate Purchase - Phase II		380,000	
Site options Kanza Fire Phase II	24,225	24,225	800,000
Total Incentives and Site Expenditures	4,180,885	4,936,035	5,880,549
Transfer from (to) cash, investments and land held for development	1,188,781	1,118,302	3,040,136
Net	0	0	0

Summary of Significant Forecast Assumptions - Footnotes

- ⁽¹⁾ 2012 Includes 833,332 catch-up payment from 2011.
⁽²⁾ Includes estimated 10% health insurance increase July 1, 2013.
⁽³⁾ Budget for 2013 is based on approx. 6.5 FTEs. This excludes the 1.5 MWBD FTE's.
⁽⁴⁾ Includes salaries and benefits budgeted for 1.5 FTEs, \$115,155 in 2013 and \$107,046 in 2012.
⁽⁵⁾ This amount includes MWBD program income.
⁽⁶⁾ Potential equal contributions on behalf of the City and County, subject to their approval.
⁽⁷⁾ First half of estimated utility extension cost in 2013. Amount paid in 2012 was included in 2011 budget.

Summary of Significant Forecast Assumptions and Accounting Policies

The financial forecast presents, to the best of management's knowledge and belief, the Organization's expected results of operations for the forecast period. Accordingly, the forecast reflects management's judgment as of December 4, 2012, the date of this forecast, of the expected conditions and its expected course of action. The assumptions disclosed herein are those that management believes are significant to the forecast. There may be differences between the forecasted and actual results. The 2013 budget assumes renewal of the Organization's contract with the Topeka/Shawnee County Joint Economic Development Organization. Other assumption footnotes are on page 1 of 2.

The above prospective information is prepared on a cash basis of accounting. The Organization's historical financial statements, however, reflect unused cash and certain expenditures for land acquisitions and site improvements as assets, and certain unconditional incentive commitments as liabilities.

COMPONENT BUDGET SUMMARY

GO Topeka Proposed Program Budgets

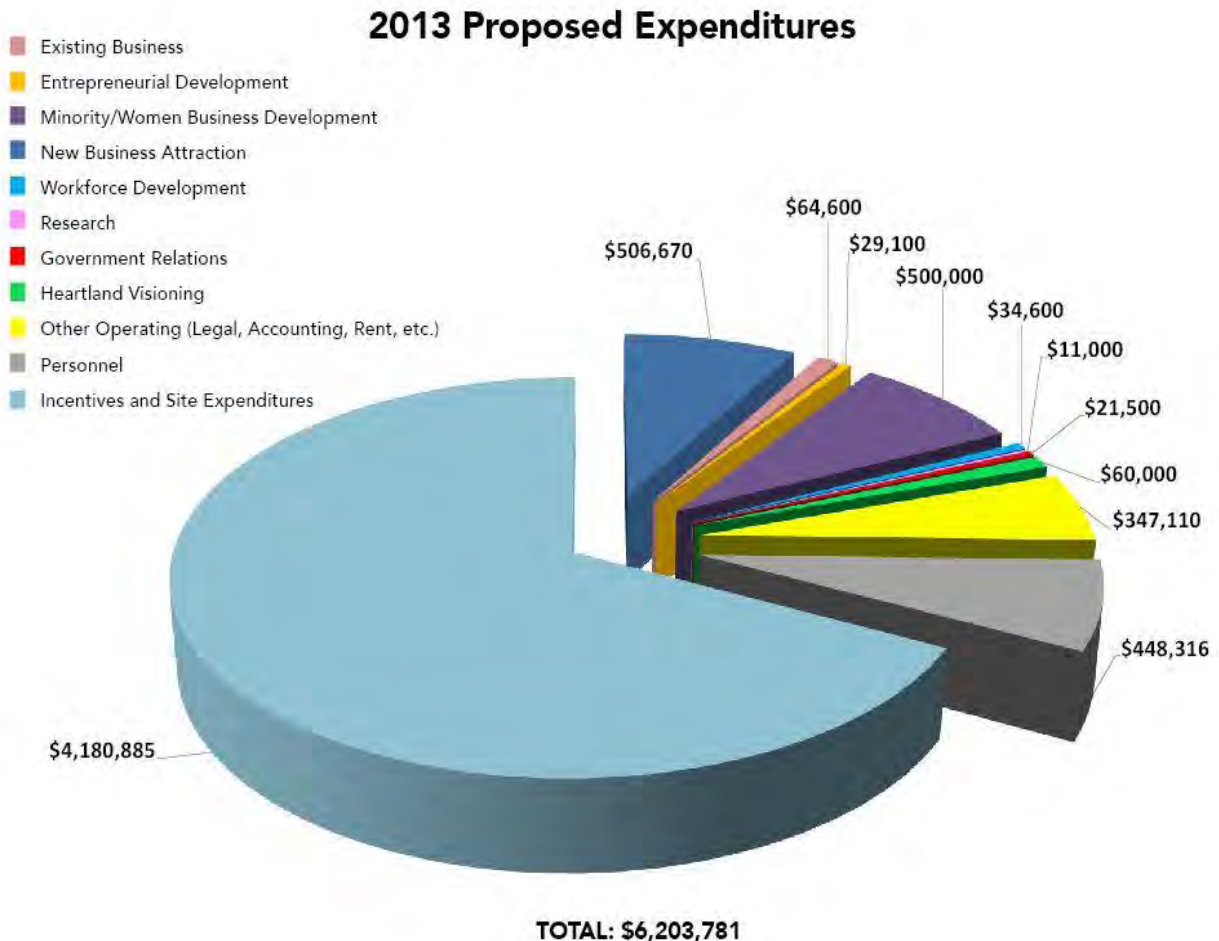
	<u>Proposed 2013</u>	<u>Approved 2012</u>
Existing Business	\$ 64,600	\$62,808
Workforce Development	\$ 34,600	\$60,500
New Business Attraction	\$506,670	\$491,920
Entrepreneurial Development	\$ 29,100	\$29,100
Minority/Women Business Development	\$500,000	\$500,000
Research	\$ 11,000	\$11,000
Government Relations	\$ 21,500	\$21,500

Total Program Budget **\$1,167,470** **\$1,176,828**

Heartland Visioning	\$60,000
Other Operating Expenses	\$347,110
Personnel	\$448,316 (excl. MWBD salaries)
Incentives and Site Expenditures	\$4,180,885

TOTAL Proposed Budget **\$6,203,781**

2013 GO Topeka Proposed Total Expenditures



BUSINESS PLAN COMPONENTS AND BUDGETS

A. Existing Business/Expansion & Retention

A.1 Existing Business Visitation Program	\$10,000
<ul style="list-style-type: none">• Conduct 140 business visits including at least 40 major employers.• Develop an existing business tracking system.• County Commission/City Council business visitation program.• Annual meetings to share business outlook with County Commissioners and City Council members.• Two corporate headquarter visits with leading employers.	
A.2 Existing Employer Recognition Program	\$3,500
<ul style="list-style-type: none">• Create opportunities for building relationships with existing business leadership and develop events to recognize existing industries.	
A.3 Existing Employer Support	\$25,000
<ul style="list-style-type: none">• Partnership with Washburn University• Six Sigma/Center for Organizational Excellence• Local primary employer expansion assistance• South Corridor bi-annual meetings• One-on-one/small group relationship building events with local executives• Participation/Leadership in the Society of Manufacturing Engineers' chapter to promote/support manufacturing in Topeka/Shawnee County.• Partner with Entrepreneurial and Minority Business Development program to identify small businesses that need assistance and support.	
A.4 Economic Impact Analysis	\$3,300
<ul style="list-style-type: none">• Project economic impact analysis assessments developed by Impact Datasource.	
A.5 Information Technology	\$700
<ul style="list-style-type: none">• Software support for tracking businesses needing assistance.	
A.6 Marketing and Creative Services	\$6,000
<ul style="list-style-type: none">• Website support and updates• Program marketing• Creative services	
A.7 Professional Development and Community Outreach	\$6,100
<ul style="list-style-type: none">• International Economic Development Council• CEDC Certification• Kansas Economic Development Association• North Topeka Business Alliance• Sales & Marketing Executives• Society of Manufacturing Engineers• Business Retention Expansion International• Monthly Economic Development Existing Business Programs	

A.8	Telecommunications Expense	\$1,600
A.9	Car & Travel Expenses	\$2,000
A.10	Meeting Expenses	\$1,500
A.11	Postage	\$1,500
A.12	Supplies	\$1,000
A.13	Contingencies/Unspecified	<u>\$2,400</u>
	TOTAL COMPONENT BUDGET	\$64,600

B. Workforce Development

B.1	WorkKeys High School Student Testing	\$25,000
	<ul style="list-style-type: none"> • Continue year 4 testing of seniors in participating Shawnee County school districts. • Provide testing results to participating schools showing a 4 year comparison of test results. • Participate/assist with bi-annual meetings with high school counselors to promote careers in manufacturing and technical industries. • Promotion of WorkKeys/Ready Certificate to area employers. 	
B.2	Employer Workforce Support	\$5,100
	<ul style="list-style-type: none"> • Surveys of employers to determine current and future workforce demands. • Develop partnerships with area schools/education and businesses in Topeka and Shawnee County to support industry workforce needs. • 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. • Participation/Leadership in the Society of Manufacturing Engineers' chapter to promote/support careers in manufacturing. • Promote education/certification programs available through Society of Manufacturing Engineers membership. • Presentations to high school and junior high student about careers in manufacturing and technical industries. 	
B.3	Website Support and Enhancements	\$500
	<ul style="list-style-type: none"> • Critical data for the GO Topeka website that is not available through national databases and supports the community. 	
B.4	Professional Development	\$200
	<ul style="list-style-type: none"> • Kansas Workforce Summit 	
B.5	Meeting Expenses	\$350
B.6	Postage	\$50

B.7	Supplies	\$100
B.8	Information Technology	\$700
B.9	Car and Travel Expenses	\$1,600
B.10	Contingencies/Unspecified	<u>\$1,000</u>

TOTAL COMPONENT BUDGET **\$34,600**

C. New Business Attraction

C.1	National and International Marketing	\$149,750
	<ul style="list-style-type: none"> • Creative services, as needed • National awareness advertising including <i>Site Selection, Business Facilities, and Target sector industry specific online channels</i>-shifting from print to electronic media as per the 2011-2013 Marketing Blueprint • International awareness marketing focused on international locations with a base in identified targeted sectors • Electronic marketing in targeted industry sector organizations • Marketing specifically aligned with target industry sectors • Implementation of Social Media Strategy • Marketing with trade associations representing the target sector industries • Utilization of local companies executive officers for promotion of the community • International project development opportunities 	
C.2	Community Economic Development Sales	\$134,000
	<ul style="list-style-type: none"> • Creative services for site selector presentations • Consultant office presentations including hosted and catered lunches • Participation in Kansas Department of Commerce and Kansas City Area Development Council's hosted site consultant visits • 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 • Hosting of an event locally for site consultants centered around the NHRA Summer Nationals • Geo-targeted marketing- marketing to businesses in similar communities that lack our assets. 	
C.3	Prospect Development/Public Relations	\$116,000
	<ul style="list-style-type: none"> • Prospect in-community visits • Prospect public relations and sales to facilitate 	

	<ul style="list-style-type: none"> future visits and site location • Familiarization tours for Prospects in community • Prospect Development with Kansas City Area Development Council • Prospect Development with KC Smart Port • Support of regional bioscience initiatives with KSBIO • Prospect Development with Kansas Research Nexus-Regional 	
C.4	Website Maintenance & Enhancements	\$5,000
C.5	Professional Services	\$27,800
	<ul style="list-style-type: none"> • Project impact analysis assessments through Impact DataSource • Eco-Devo Project Tracker subscription and updates • SwiftSite maintenance and enhancement 	
C.6	Professional Development/Outreach To Partnering Economic Development Organizations	\$23,120
	<ul style="list-style-type: none"> • Kansas Economic Development Association (KEDA) • International Economic Development Council (IEDC) • Industrial Assets Management Council (IAMC) • Team Kansas (formerly Kansas Cavalry) • Downtown Topeka Incorporated, Inc. (DTI) • Targeted Industry trade associations • Commercial Industrial Developers • South East Development Council (SEDC) • Economics Development Webinars/Learning series • Society of Industrial and Office Realtors (SIOR) 	
C.7	Information Technology	\$4,000
C.8	Telecommunications Expense	\$3,000
C.9	Capital Expenditures	\$11,000
C.10	Car &Travel Expenses	\$1,500
C.11	Meeting Expenses	\$1,500
C.12	Postage	\$5,000
C.13	Supplies	\$5,000
C.14	Contingencies	<u>\$20,000</u>
	TOTAL COMPONENT BUDGET	<u>\$506,670</u>

Minority and Women-Owned Business Development (MWBD)

D.1	Salaries and Benefits (1.5 FTE)	\$115,257
D.2	Telecommunications Expense	\$1,800
D.3	Contract Services/Program Development	\$1,500
D.4	Capital Expenditures	\$1,000
D.5	Car & Travel Expense for Client Outreach	\$4,500
D.6	MWBD Council/Client Expenses	\$5,500
D.7	Subscription Expense	\$10,000
	<ul style="list-style-type: none"> • Buxton Analytics (Small Business Client Business Planning/ Market Research Analysis Tools/Propensity Index, Consumer Expenditures) <ul style="list-style-type: none"> • CDFI Clients • EMBD Technical Assistant Clients and Graduates • Tools used in all (3) EMBD Courses – Market Research • NIA’s & Community partner needs • MWBD Council prospective 	
D.8	Professional Development and Outreach to Economic Development Organizations	\$9,500
	<ul style="list-style-type: none"> • International Economic Development Council (IEDC) • National Society for Human Resources Managers (SHRM) • National Minority Supplier Diversity Council <ul style="list-style-type: none"> • EMBD mission identified underserved target (Minority –Owned, Woman-Owned and LITM). • United States Association for Small Business & Entrepreneurship • United States Women’s Chamber of Commerce <ul style="list-style-type: none"> • EMBD mission identified underserved target (Minority –Owned, Woman-Owned and LITM). • Kansas Economic Development Alliance (KEDA) 	
D.9	Postage	\$2,400
D.10	Supplies	\$6,000
D.11	Market Scholarships -Small Business EMBD Graduates	\$5,000
	<ul style="list-style-type: none"> • Monday Market (TSCPL) • Noto Market • Farmers Market 	
D.12	Small Business Mentor Expense	\$5,000
	<ul style="list-style-type: none"> • Coaches – 1 on 1 small business client support 	
D.13	EMBD Client Small Business Scholarships	\$5,000

D.14 Small Business Orientation Sessions	\$1,000
D.15 Small Business Outreach Marketing/Promotions/Advertising	\$14,043
• To Priority Population (Minority, Low-Income, Women)	
D.16 Community Job Creation/Entrepreneurial Initiatives	\$15,000
D.17 EMBD Small Business Client Scholarships for Local Trade Shows	\$10,000
D.18 Small Business Breakfast Buzz	\$7,000
D.19 Focus Groups/Polls/Research	\$2,000
D.20 Printing	\$7,000
D.21 Small Business Education and Training	\$75,000
• Developing Your Family Child Care Business (36HR) Course	
• Entrepreneurial Mindset-Who Owns The Ice House (36HR) Course	
• First Step Feasibility Plan Course (36HR)	
• Kauffman FastTrac Growth Venture (30HR) Course	
• Listening To Your Business (4HR) Course	
• Small Business HR Express Workshop Series	
• Small Business Lunch Box Series	
• Food, Facilities, Equipment, Marketing, Coaches	
• Education Materials	
• Quick Books TA, Workshop	
• Kauffman FastTrac Affiliation Cost (\$2500)	
D.22 Match funding for state & federal grants	\$44,200
• EMBD	
• TSCFOF	
D.23 MWBD Council New Initiatives	\$145,000
• Robotics	
• Topeka/Shawnee County First Opportunity Fund	
**All projects contingent upon MWBD Council majority vote and approval from GO Topeka BOD.	
D.24 Legal	\$3,500
D.25 Small Business Awards	\$11,000
D.26 Information Technology	\$12,000
• New Ground Publications (Client Digital Book Downloads)	
D.27 Contingencies	\$1,000
Revenue from registrations, ticket sales, and sponsorships	(\$20,200)
TOTAL COMPONENT BUDGET	\$500,000

E. Entrepreneurial Development

E.1	Program Support for Washburn University Small Business Development Center (SBDC)	\$9,000
	<ul style="list-style-type: none">• Provide in-kind work space - 1,715 sq. ft.	
E.2	Research development and commercialization	\$5,000
	<ul style="list-style-type: none">▪ Buxton Analytics (Small Business Client Business Planning/ Market Research Analysis Tools/Propensity Index, Consumer Expenditures)<ul style="list-style-type: none">• CDFI Clients• EMBD Technical Assistant Clients and Graduates• Tools used in all (3) EMBD Courses – Market Research• NIA's & Community partner needs• MWBD Council prospective	
E.3	Entrepreneurial Development NaviGate Support	\$9,500
	<ul style="list-style-type: none">• Entrepreneurs "Boot Camp"• Entrepreneurial Events• Listening to your Business (4HR) Workshop• Navigate governance and marketing collateral	
E.4	Shawnee County Small Business Scholarships	\$3,000
	<ul style="list-style-type: none">• Kansas Global Trade Service• Lean Six Sigma• Entrepreneurs "Boot Camp" (partial tuition)• Listening to your Business (4HR) Workshop (partial tuition)• New 2013 Entrepreneurial Programs	
E.5	Telecommunications Expense	\$500
E.6	Car & Travel Expenses	\$250
E.7	Meeting Expense	\$1,000
E.8	Postage	\$100
E.9	Supplies	\$250
E.10	Contingencies/Unspecified	<u>\$500</u>

TOTAL COMPONENT BUDGET **\$29,100**

F. Research

F.1	General Data Acquisition	\$10,000
F.2	Contingencies	<u>\$1,000</u>

TOTAL COMPONENT BUDGET **\$11,000**

G. Government Relations Consultant

G.1	Consultant-Washington, D.C.	\$18,000
	<ul style="list-style-type: none"> • Federal Employer retention/expansion • Federal grants 	
G.2	Travel	<u>\$3,500</u>
	TOTAL COMPONENT BUDGET	\$21,500
TOTAL OPERATIONAL BUDGET		\$1,167,470
OTHER OPERATING EXPENSES		\$347,110
SALARIES and BENEFITS (exclusive of MWBD salaries)		\$448,316
TOTAL OPERATING EXPENSES		\$1,962,896
REVENUES		\$5,015,000
	<ul style="list-style-type: none"> • Economic Development Sales Tax-\$5,000,000 • Other Income-\$15,000 	
TOTAL REVENUES OVER OPERATING EXPENSES		\$3,052,104
H.	HEARTLAND VISIONING	\$60,000
	<ul style="list-style-type: none"> • City \$30,000 • County \$30,000 	
I.	INCENTIVES AND SITE EXPENDITURES	
I.1	Anticipated expenditures on current commitments	\$2,106,476
I.2	Indirect site/incentive expenditures	\$ 50,000
	<ul style="list-style-type: none"> • Property taxes, maintenance of parks cost of incentive reviews 	
I.3	New Incentives	\$ 350,000
I.4	Site Improvements-Kanza Fire	\$1,400,184
	<ul style="list-style-type: none"> • Design services sewer and pump station, construction of utilities to serve remainder of Phase I, landscaping and signage 	
I.5	Site Improvements Commitment-49th Street	\$ 250,000
I.6	Site Options-Kanza Fire (Phase 2)	\$ 24,225
TOTAL INCENTIVES AND SITE EXPENDITURES		\$4,180,885
TOTAL RECEIPTS OVER (UNDER) EXPENSES		(\$1,188,781)
TRANSFER FROM (TO) CASH, INVESTMENTS AND LAND HELD FOR DEVELOPMENT		\$1,188,781
NET RECEIPTS OVER EXPENSES AND INCENTIVES		\$ 0

ITEM #3(2)



2013-2015 STRATEGIC PLAN

2013 BUSINESS PLAN

Economic Development

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GO Topeka

2015 Strategic Plan

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**Economic Development Strategic Plan
2013-2015 Strategic Plan
2013 Business Plan – New Business Attraction (A)**

Strategy(s)	Action Plan	Performance Measurements	Responsible Party
A.1. Goal: Increase employment base and provide increased business opportunities annually in Shawnee County			
<p>1. Attract and Target the following sectors identified in the 2011 Targeted Industry Study:</p> <ul style="list-style-type: none"> • Logistics • Value Added Food Manufacturing • Back Office/Financial • Clean Energy • Bio-Sciences <p>Maintain an aggressive economic development program with emphasis on primary jobs in these business sectors for which we have a competitive advantage</p>	<p>Marketing, trade shows, advertising will be exclusively in these sectors, utilizing electronic media and social media to actively engage the leaders in these industries. Focus on development of leads and prospects in International markets.</p>	<ul style="list-style-type: none"> • Electronic marketing • Marketing specifically targeted to target industry sectors • Trade Shows and conferences in these market sectors • Memberships/sponsorships of Associations representing the targeted market sectors • Implementation of Social Media Strategy • Marketing with trade associations representing the target sector industries • Utilization of local companies executive officers to promote the community • Expansion of international opportunities for prospect generation 	<p>VP Economic Development, Manager Marketing and Business Development</p>
<p>2. Continue key marketing campaign specifically for the premier industry site consultants</p>	<p>Maintain our proprietary core list of premier site consultants, focused on the targeted market sectors from which to actively and aggressively pursue for prospects. Continue the marketing campaign aimed at site consultants to include one on one visits, direct mail, email, social media and electronic media.</p>	<ul style="list-style-type: none"> • National awareness advertising including <i>SiteSelection, Business Facilities, and Target sector industry specific online channels</i> shifting from print to electronic media as per the 2011-2013 Marketing Blueprint • International awareness marketing focused on international locations with a base in identified targeted sectors • Electronic marketing • Maintain current proprietary database of top site consultants. • Implementation of Social Media Strategy, utilizing Youtube, Linked In, FaceBook 	<p>VP Economic Development, Manager Marketing and Business Development</p>

**Economic Development Strategic Plan
2013-2015 Strategic Plan
2013 Business Plan – New Business Attraction (A)**

Strategy(s)	Action Plan	Performance Measurements	Responsible Party
3. Customer service focus on creating and cultivating number of prospects served by GO Topeka annually.	Increase the number of prospects currently served by GO Topeka by allotting all resources to develop into qualified projects.	<ul style="list-style-type: none"> • Actively turning prospects served into projects with formal proposals delivered. • Deliver formal presentation and proposals to prospects. • Create database of all knowledge requested for RFP's and keep current so as to have all information available to more efficiently create custom proposals. 	VP Economic Development, Manager Marketing and Business Development

A.2. Goal: Annual Increase in number of Primary Jobs in Topeka/Shawnee County at or above the Shawnee County Average Wage.

1. Focused leads from Geographic areas that are burdened by political, economic or geographic restrictions. Focus on geographic areas with targeted industries missing business assets that can be provided in the Topeka/Shawnee County market.	Develop a list of companies within the targeted geographic areas to pursue. Utilize sales protocol for purpose of mission trips. Partner with KCADC and Kansas Department of Commerce on continued prospect development. Partner with Kansas Research Nexus to promote region to targeted industries. Continued implementation of Social Media strategy to promote Topeka as a business location of choice. Create personal relationships with Institutes and entities that conduct community ratings.	<ul style="list-style-type: none"> • Social Media to reach targeted markets • Trips to targeted suspect companies in targeted geographic areas • Prospect in-community visits • Prospect public relations and sales to facilitate future visits and site location • Familiarization tours for Prospects in community • Partnership membership in KCADC • Partnership membership in KC SmartPort • Professional relationship development with IAMC, IEDC, KEDA. • Support of regional bioscience initiatives • Kansas Research Nexus-Regional Partnership • Strategic outreach to rating institutes and entities 	VP Economic Development, Manager Marketing and Business Development
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**Economic Development Strategic Plan
2013-2015 Strategic Plan
2013 Business Plan – Business Retention and Expansion (B)**

Strategy(s)	Action Plan	Performance Measurements	Responsible Party
B.1. Goal: Increase Primary jobs created by existing businesses and Increase levels in assessed value of primary businesses already located in Shawnee County.			
<p>1. Support, assist, and grow Local Primary Employers. Build relationships with existing businesses to become the primary support service for retention and expansion.</p>	<p>Connect with Existing Primary employers in Topeka/Shawnee County by conducting existing business visitation, recognition, support. Utilize impact analysis, information technology, marketing and creative services and professional development education to assist in expansion and retention of existing businesses. Explore and development of resources to support small growing primary employers.</p>	<ul style="list-style-type: none"> • At least 140 business visits including 40 major employers • Develop a business assisted tracking system. • Invite commissioner and city councilmen/women to shadow business visits in their districts. • Annual meetings to share business outlook with county commissioners and city council. • Create opportunities to build relationships with existing business leadership. • Two visits to existing primary employers headquarters located outside Topeka and Shawnee County • Partnership with Washburn University for the Center of Organizational Excellence and Six Sigma Program • Participation/Leadership in the Society of Manufacturing Engineers Chapter to promote/support local manufacturing. • Local primary employer expansion assistance • One-on-one or small group relationship building with executives. • South Corridor bi-annual meetings with area businesses. 	<p>VP of Business Retention and Expansion</p>

**Economic Development Strategic Plan
2013-2015 Strategic Plan
2013 Business Plan – Workforce Development (C)**

Strategy(s)	Action Plan	Performance Measurements	Responsible Party
C.1. Goal: Support development opportunities to deliver emerging, and existing workforce, with appropriate skill sets to Existing and New Businesses in Topeka/Shawnee County			
<p>1. Support existing businesses and new business in Topeka/Shawnee by facilitating the delivery of workforce with skills developed to align with needs of employers</p>	<p>Work with and support Washburn Tech in their development of programs that support job skills matched to employer needs. Create a strategy to address reaching youth beginning at the latest in the 8th grade to educate about the careers offered in Shawnee County and how to receive the training to advance into those careers. Develop and implement workforce/business/education sessions to capture needs of employers.</p>	<ul style="list-style-type: none"> • Continue year 4 testing of seniors in all Shawnee County school districts • Provide WorkKeys testing results to participating schools showing year-to-year results. • Promotion/education of WorkReady/WorkKeys certificate to area employers. • Participate in bi-annual meetings with school counselors to promote careers in manufacturing and technical industries. • Develop partnerships with area educators and businesses in Topeka/Shawnee County to support industry workforce needs. • Participation/Leadership in the Society of Manufacturing Engineer's chapter to promote/support careers in manufacturing. • Presentations to high school and junior high students about careers in manufacturing/technical industries. • Survey employers to determine current and future workforce skill demands • Promote and support the services of the Workforce Center for Topeka/Shawnee County necessary to meet local primary employers needs and support the attraction of future jobs and investments 	<p>VP of Business Retention and Expansion, VP of Economic Development</p>

**Economic Development Strategic Plan
2013-2015 Strategic Plan
2013 Business Plan – Entrepreneurial and Minority Business Development**

Strategy(s)	Action Plan	Performance Measurements	Responsible Party
D.1 Goal: Build capital led strategies to foster public/private support and funding to sustain the Topeka/Shawnee County First Opportunity Fund; while filling critical gaps for the underserved small business.			
1. Increase TSCFOF Portfolio of qualified clients.	Provide small business financing orientations Provide education & training before, during and after loan process.	<ul style="list-style-type: none"> • Conduct small business financial literacy workshops • Provide technical assistance to individualized clients • Input client intake via TEA Software System • Work with borrower to materialize loan application process • Process the day to day needs of oversight for TSCFOF portfolio. 	VP of EMBD Operating Council Administrative Assistant
2. Capacity Building for the Operation Council Governance Structure	Organize (4) Quarterly Meetings Prepare reports on loan fund portfolio activity Report TSCFOF Financials	<ul style="list-style-type: none"> • Deliver (4) Quarterly Meetings • Recruit individuals that can work for TSCFOF mission and adhere to bylaw standards. • Develop reports on financials and loan fund activity. 	VP of EMBD Operating Council
3. Capitalization	Continue to grow the TSCFOF through public/private dollars.	<ul style="list-style-type: none"> • Increase funding in total private/public dollars. 	VP of EMBD Operating Council-TSCFOF
4. Effectively Market Small Business Microloan program in Shawnee County	Generate TSCFOF Program branding through marketing efforts utilizing a variety of methods: -Information Technology -New Media -Newspaper -Movie Theaters -Radio/PSA's - TV/PSA's	<ul style="list-style-type: none"> • Growth in utilization of TSCFOF resources and services. • Increase in applications made to the TSCFOF. 	VP of EMBD Operating Council

**Economic Development Strategic Plan
2013-2015 Strategic Plan**

2013 Business Plan – Entrepreneurial and Minority Business Development

D.2 Goal: Promote Growth of Shawnee County existing business or elevate start up businesses; while prioritizing the minority-owned, women-owned and low to moderate entrepreneur.

<p>1. Provide Small Business Training & Education to promote a strong foundation and growth for small businesses in SNCO.</p>	<p>Small Business Course Offerings:</p> <ul style="list-style-type: none"> • Ice House Entrepreneurial Mindset (36HR) Course • First Step Feasibility Plan Course (36HR) Course • Kauffman Fasttrac Growth Venture (30HR) Course • Developing Your Family Child Care Business™ (36HR) Course <p>Small Business Workshop/Seminars/Orientations</p> <ul style="list-style-type: none"> • Listening To Your Business (4HR) Course • Small Business HR Express Workshop Series • Small Business Lunch Box Series • Small Business Breakfast Buzz • Small Business Orientations 	<ul style="list-style-type: none"> • Completion of (1) Course offering of Ice House Entrepreneurial Mindset (36HR) Course, First Step Feasibility Plan Course (36HR) Course, Kauffman Fasttrac Growth Venture (30HR) Business Plan Course (Businesses 3 years or older). • Completion of Developing Your Family Child Care Business™ (36HR) Course, with an independent contractor and EMBD as oversight. • Hold (2) graduations ceremonies to promote client achievements in the community. • Completion of (4) Quarterly Small Business Breakfast Buzz and seek evaluations of 4.0 or above. • Completion of Small Business HR Series and seek evaluations of 4.0 or above. • Completion of a Quickbooks Wkshp. • Completion of Kauffman’s Small Business Book Series, seek evaluations of 4.0 or above. • Completion of Small Business Orientations in Shawnee County. • EMBD VP oversight of education and training will be ongoing to promote growth throughout course offerings. • Maintain contact with all graduates • Where appropriate administer pre/post survey to quantify participant’s knowledge growth. 	<p>VP of EMBD</p> <p>Administrative Assistant</p>
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**Economic Development Strategic Plan
2013-2015 Strategic Plan
2013 Business Plan – Entrepreneurial and Minority Business Development**

Strategy(s)	Action Plan	Performance Measurements	Responsible Party
2. Initiate and materialize MWBD Council's Signature Initiative Projects	<p>EMBD Advanced Automation Robotics Continued</p> <p>Materialize SI ideas developed from MWBD Council</p>	<ul style="list-style-type: none"> • Adhere to the signed 2011-2015 partner contract deliverables for Robotics Program. • Continue to participate in advancing the growth of the EMBD Advanced Industrial Robotics project through existing business contacts and Motoman partnerships. • Continue to service the East Topeka geographic locations with other SI projects started and determined by MWBD Council. Guide, support and inform MWBD Council on opportunities that adhere to program mission. • Conduct 4th Annual Small Business MWBD Conference, 4th Qtr. Of 2013. 	<p>VP of EMBD</p> <p>Operating Council</p> <p>Administrative Assistant</p>
3. Small Business Awards	Deliver Small Business Awards in May 2012	<ul style="list-style-type: none"> • Seek Sponsorship for Small Business Awards. • Increase attendance by 10%. • Promote and market all (4) award categories. 	<p>VP of EMBD</p> <p>Administrative Assistant</p>

**Economic Development Strategic Plan
2013-2015 Strategic Plan
2013 Business Plan – Entrepreneurial/Small Business Development**

1. Small Business NaviGate Partnership	Support and collaborate in efforts produced by Small Business NaviGate Partners that include: Greater Topeka Chamber, GO Topeka, GO Topeka EMBD, TSCPL, SBDC/WU and Score	<ul style="list-style-type: none"> • Conduct joint orientation sessions • Conduct an annual small business boot camp as NaviGate partners. • Support scholarships to workshops and training to partner organizations. • Create new venues and events to promote a culture of entrepreneurship in Shawnee County. 	VP of EMBD Administrative Assistant NaviGate Partners
2. Program Support for Washburn University Small Business Development Center	In-kind infrastructure support	<ul style="list-style-type: none"> • 1,715 square foot work space used to provide support to SNCO small business clients 	GO Topeka VP of EMBD
3. Research Development Tools	Research tools to provide technical assistance to small business NaviGate clients.	<ul style="list-style-type: none"> • Buxton Analytical Research Tools 	GO Topeka VP of EMBD
4. Provide scholarships to small business EMBD Graduates to NaviGate activities	Provide scholarships to small business EMBD Graduates to access all small business tools in Shawnee County through NaviGate Partners.	<ul style="list-style-type: none"> • Kansas Global Trade Service • Lean Six Sigma • Quick Books • Tax Courses • Database Instruction 	GO Topeka VP of EMBD

ITEM #3(3)

JEDO CONTRACT NO. C-____- 2012

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into this ____ day of December, 2012, 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 the 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 City, dated November 1, 2001.

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, JEDO wishes to extend the contractual relationship with GO Topeka for calendar year 2013;

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

1. The JEDO agrees to grant 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. Such services are more fully described in the 2013 Business Plan authored by GO Topeka, attached hereto as Attachment A, and incorporated into this Agreement as if fully set forth herein.

2. The term of this Agreement shall be for one (1) year from January 1, 2013 to December 31, 2013. 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. For the year 2013, GO Topeka shall receive 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. GO Topeka shall set aside Fifteen Thousand Dollars (\$15,000) of this money 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 budget submitted by GO Topeka attached hereto as Attachment B, and incorporated into this Agreement and all amendments of such budget approved by both parties as if fully set forth herein.

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 in substantially the same form as Attachments A and B, 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. If, as anticipated, an Agreement between the JEDO and GO Topeka continues for the following year, a cash carry-forward 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 twenty (120) 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 twenty (120) 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 twenty (120) day termination period, any expenditure in excess of One Thousand and No/100 Dollars (\$1,000.00) 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. Documentation of Costs. 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. 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 as 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.

c. 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.

d. 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 after completion of this Agreement.

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 one thousand dollars.

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 one (1) 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, 2013.

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: _____ **JOINT ECONOMIC DEVELOPMENT ORGANIZATION**

By: _____
Shelly Buhler, Chair

Dated: _____ **GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, a non-profit Kansas corporation**

By: _____
Doug Kinsinger, President

ITEM #3(4)

JEDO CONTRACT NO. C-____- 2012

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into this ____ day of December, 2012, 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 the 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 City, dated November 1, 2001.

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, JEDO wishes to extend the contractual relationship with GO Topeka for calendar years 2013, 2014, and 2015;

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

1. For each of calendar year 2013, 2014, and 2015, JEDO agrees to grant 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. For 2013, such services are more fully described in the 2013 Business Plan authored by GO Topeka, attached hereto as Attachment A, and incorporated into this Agreement as if fully set forth herein. Business Plans for 2014 and 2015 shall be authored by GO Topeka and presented to JEDO prior to the beginning of each year.

2. The term of this Agreement shall be for three (3) years from January 1, 2013 to December 31, 2015. 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. For each year, GO Topeka shall receive 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. 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. The 2013 budget is attached hereto as Attachment B, and incorporated into this Agreement as are all amendments of such budget approved by both parties as if fully set forth herein. 2014 and 2015 budgets shall be submitted to JEDO before the beginning of those calendar years.

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 in substantially the same form as Attachments A and B, 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 twenty (120) 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 twenty (120) 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 twenty (120) day termination period, any expenditure in excess of One Thousand and No/100 Dollars (\$1,000.00) 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. Documentation of Costs. 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. 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 as 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.

c. 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.

d. 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 one thousand dollars.

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, 2013.

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: _____ **JOINT ECONOMIC DEVELOPMENT ORGANIZATION**

By: _____
Shelly Buhler, Chair

Dated: _____ **GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, a non-profit Kansas corporation**

By: _____
Doug Kinsinger, President

ITEM #4

JEDO CONTRACT NO. C-____ - 2012

CASH CARRY-FORWARD AGREEMENT

THIS AGREEMENT is entered into this _____ day of December, 2012 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 City,” dated November 1, 2001.

WHEREAS, in accordance with the parties’ current Agreement for Services, 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:

1. GO Topeka shall be permitted to carry forward into 2013 an amount not to exceed Eight Million Dollars (\$8,000,000) for the purpose of providing economic development services as set forth or referred to in the parties’ current Agreement for Services.
2. The term of this Cash Carry-Forward Agreement shall be for one (1) year from January 1, 2013 to December 31, 2013.
3. 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: _____

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

By: _____
Shelly Buhler, Chair

Dated: _____

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

By: _____
Doug Kinsinger, President

ITEM #5

Go Topeka Audit Proposal Summary

<u>Year Ended December 31:</u>	<u>Berberich Trahan & Co., P.A.</u>			<u>Wendling Noe Nelson & Johnson LLC</u>	<u>Mayer Hoffman McCann P.C.</u>		
	<u>Audit</u>	<u>Tax</u>	<u>Total</u>	<u>Audit and Tax</u>	<u>Audit</u>	<u>Tax</u>	<u>Total</u>
2012	\$ 10,050	\$ 2,500	\$ 12,550	\$ 10,850	\$ 7,600	\$ 1,850	\$ 9,450
2013	\$ 10,300	\$ 2,600	\$ 12,900	\$ 11,200	\$ 7,750	\$ 1,900	\$ 9,650
2014	\$ 10,600	\$ 2,700	\$ 13,300	\$ 11,600	\$ 7,900	\$ 1,950	\$ 9,850
Grand Total			<u>\$ 38,750</u>	<u>\$ 33,650</u>			<u>\$ 28,950</u>