



JEDO Board Meeting
February 8, 2017
6:00 P.M.

City Council Chambers
214 SE 8th Street, 2nd Floor
Topeka, Kansas

JEDO Board Members

Shawnee County Commissioners

Shelly Buhler District No. 1
Kevin Cook District No. 2
Bob Archer District No. 3

City of Topeka Governing Body

Larry Wolgast Mayor
Karen Hiller District No. 1
Sandra Clear District No. 2
Sylvia Ortiz District No. 3
Tony Emerson District No. 4
Michelle De La Isla District No. 5
Brendan Jensen District No. 6
Elaine Schwartz District No. 7
Jeff Coen District No. 8
Richard Harmon District No. 9

JEDO Board Voting Members

Shawnee County Commissioners

Commissioner Shelly Buhler
Commissioner Kevin Cook
Commissioner Bob Archer

City of Topeka Governing Body

Mayor Larry Wolgast, Chair
Deputy Mayor Jeff Coen
Councilmember Emerson
Councilmember De La Isla

Public Comment. Comment from members of the public shall be entertained on each actionable agenda item and at the end of each meeting. Comment shall be limited to topics directly relevant to JEDO business. Members of the public wishing to speak must notify the City Clerk before 5 p.m. on the date of the meeting at cclerk@topeka.org or 785-368-3940. This requirement shall not apply to items added during the meeting.

Members of the public shall be limited to four minutes unless the Board, by majority vote, extends the limitation. Debate, question/answer dialogue or discussion with Board members will not count towards the four minute time limitation. To make arrangements for special accommodations please call 785-368-3940. A 48-hour advance notice is preferred.



**JEDO Board of Directors Agenda
Wednesday, February 8, 2017
6:00 p.m.**

**City Council Chambers
214 SE 8th Street, 2nd Floor, Topeka, Kansas**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ACTION ITEM:** Approval of December 14, 2016, JEDO Board meeting minutes.
- 4. PRESENTATION:** 2016 JEDO Cash Statement
- 5. PRESENTATION:** GO Topeka Highlights
- 6. ACTION ITEM:** Approval of contract between GO Topeka and Menninger Army Reserve LLC for the purchase of property for the East Topeka Learning Center and assignment of the contract to JEDO. *(Approval would approve the purchase and change the purchaser from Go Topeka, Inc. to JEDO.)*
- 7. DISCUSSION AND POSSIBLE ACTION:** 49th Street Improvement
- 8. ACTION ITEM:** Request for Proposal for Broadband Consulting Services
- 9. DISCUSSION AND POSSIBLE ACTION:** Agreement for economic development services with GO Topeka: 1/1/2018 – 12/31/2020. *(GO Topeka's agreement for services expires on 12/31/2017. The interlocal cooperation agreement authorizes JEDO to contract with one or more independent contractors to execute economic development priorities for a term not to exceed 3 years.)*
- 10. DISCUSSION:** Holistic Economic Development Strategy Update
- 11. DISCUSSION:** Reser's Fine Foods Project Review
- 12. PUBLIC COMMENT:**

13. ADJOURNMENT:

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Agenda: Agendas are furnished at least five (5) business days prior to each meeting and posted on the City of Topeka web page at www.topeka.org/JEDO and the Shawnee County web page at www.snco.us/jedo.

To make arrangements for special accommodations please call 785-368-3940 or 785-368-3941. A 48-hour advance notice is preferred.



Agenda Item No. 3

**JEDO Board Meeting
February 8, 2017 - 6:00 P.M.**

December 14, 2016 JEDO Board Meeting Minutes

**Joint Economic Development Organization Board Minutes
December 14, 2016**

City of Topeka Council Chambers, 214 SE 7th Street, Topeka, Kansas, Wednesday, December 14, 2016.

The Joint Economic Development Organization (JEDO) Board members met at 6:00 p.m. with the following voting Board members present: Shawnee County Commissioners Shelly Buhler, Kevin Cook and Bob Archer, City of Topeka Mayor Larry Wolgast, Deputy City Mayor Michelle De La Isla, City Councilmember Jeffrey Coen and City Councilmember Sandra Clear. Shawnee County Commissioner Shelly Buhler presided as JEDO Chair.

The following nonvoting JEDO Board members were present: City Councilmembers Karen Hiller, Tony Emerson and Brendan Jensen. The following nonvoting JEDO Board members were absent: City Councilmembers Sylvia Ortiz, Elaine Schwartz and Richard Harmon.

Others present who presented and/or spoke before the Board:

Betty Greiner, JEDO Finance Committee Treasurer & Shawnee County Audit Finance Director; Jackie Steele, Director of Business Retention and Expansion for GO Topeka; Scott Griffiths, GO Topeka Chair, Intrust Bank; Matt Pivarnik, President and CEO of the Topeka Chamber and GO Topeka; Molly Howey, Director of Business Development for GO Topeka; Barbara Stapleton, Director of Workforce and Education for GO Topeka; Glenda Washington, VP of Entrepreneurial and Minority Business Development for GO Topeka; Eugene Williams, 2017 Chair of EMBD Council; John Hunter, Executive Director, Heartland Visioning; Kristen Brunkow, Director of Communications & Community Engagement, Heartland Visioning; Clark Coco, Dean of Washburn Tech; Dr. Clayton Tatro, Assistant Dean of Instruction, Washburn Tech; Keith Warta, GO Topeka Treasurer, President/CEO, Bartlett & West; Wendy Wells, GO Topeka Board Chair Elect, Market President, U.S. Bank; Kurt Kuta, GO Topeka Board Member, President & CEO, CoreFirst Bank & Trust; Stephen Schiffelbein, Board Member, Topeka JUMP; Joseph Ledbetter; Carol Marple; Lazone Grays; Teresa Miller

Commissioner Buhler called the meeting to order. She stated she would like to take this time to wish Richard Eckert, the outgoing Shawnee County Counselor well as this is his last official JEDO meeting and welcome Jim Crowl, the incoming Shawnee County Counselor who will be here for future meetings.

ITEM NO. 3: ACTION ITEM: CONSENT AGENDA.

Commissioner Archer moved to approve the Consent Agenda as presented. Deputy Mayor De La Isla seconded.

Following a vote, motion carried unanimously.

ITEM NO. 4: Presentation: JEDO Finance Committee 3rd Quarter Cash Statement (2016): Betty Greiner, JEDO Finance Committee Treasurer (Shawnee County Audit Finance Director).

Betty Greiner, JEDO Finance Committee Treasurer & Shawnee County Audit Finance Director presented the 3rd Quarter Cash Statement (2016) to the Board.

**Joint Economic Development Organization
Cash Statement
As of September 30, 2016**

Receipts:		
Sales Tax - City of Topeka	\$	5,947,598.45
Sales Tax - Shawnee County		5,716,029.17
Refund		22,041.45
Interest Income		2,553.50
Total Receipts		<u>11,688,222.57</u>
 Disbursements:		
City of Topeka		
Topeka Blvd Bridge - Interest	45,525.00	
SW 21st Street - Urish Road to Indian Hills	<u>3,587,718.00</u>	
		3,633,243.00
 Shawnee County		
County Bridges	<u>1,500,000.00</u>	
		1,500,000.00
 GO Topeka		
Audit Fee		3,749,999.94
Bank Charges		4,635.00
Total Disbursements		<u>122.37</u>
		8,888,000.31
 Net Receipts (Disbursements)		<u>2,800,222.26</u>
 Bank Balance - January 1, 2016		<u>11,793,255.72</u>
 Bank Balance - September 30, 2016	\$	<u><u>14,593,477.98</u></u>

Note: This is a cash basis report

Prepared by Betty Greiner

ITEM NO. 5: ACTION ITEM: Approval of Reser's Fine Foods/Project Spencer Incentive contract: GO Topeka staff.

Jackie Steele, Director of Business Retention and Expansion for GO Topeka, presented the Reser's Fine Foods/Project Spencer Incentive contract to the Board.

- 180 New Full Time Jobs
- \$86.5 Million in Capital Investment
- Two Phase Project
 - Construct a new 300,000 square foot facility
 - Reinvest in an existing facility
- Economic Impact Analysis
 - \$115 Million One-Time Economic Impact
 - \$92 Million Recurring Annual Economic Impact
- Performance Based Incentives

Deputy Mayor De La Isla made a motion to approve the contract. Commissioner Archer seconded.

The following individuals appeared to speak for public comment:

1. Joseph Ledbetter appeared and stated as he said several months ago when this was first brought before JEDO he supports this strongly and it does bring jobs to the east side and he thinks it is a good use of our incentive money.
2. Scott Griffith, Go Topeka Chair, Intrust Bank appeared and stated he just wanted to encourage their support of approval of this contract tonight. Reser's has been a valued member of our community for a long time, they employ a lot of people in our community and this is a pretty strategic expansion in a part of our community that he thinks is going to bode well in many years to come.

Ms. Steele indicated she wanted to make one note, on page 43 of the packet, towards the bottom of the 2nd to last paragraph there is a scribner's error. On the 4th line down on that 2nd to last paragraph it currently reads "at the northwest corner of 10th Street and Croco Road" and it should actually say "6th Street and Croco Road." She just wanted to note that and that error will be updated before the contract is actually signed.

Following a vote, motion carried unanimously.

ITEM NO. 6: PRESENTATION: Economic Development Activities 2016 Year-End Review: GO Topeka staff.

Matt Pivarnik, President and CEO of the Topeka Chamber and GO Topeka

- 453 New Jobs (408 from 3 major expansion announcements, 45 from small business programs)
- \$116.5M Capital Investment
- \$146M One-Time Impact; \$255M Recurring Annually
- Small Business Incentives – 55 Small Businesses
- Holistic Strategy Initiative

Councilman Jensen stated that is such a fantastic slide of information, what was our total investment to get those results?

Mr. Pivarnik said it would be less than \$2 million total in incentives given out.

Councilman Jensen replied with just \$2 million that we invested and this is what we get? We could stop right here and it would be a fantastic year, this is just incredible work. This is a heck of a return.

Jackie Steele, Director of Business Retention and Expansion for GO Topeka

- Futamura - \$30M Capital Investment, 28 new jobs
- se2 – 200 new high paying jobs
- Reser's Fine Foods - \$86.5M Capital Investment, 180 new jobs
- 130 business visits YTD, 54 major employers
- Hosted 2 manufacturing and distribution roundtables and 2 plant/general manager breakouts
- 11 pending expansion projects

Molly Howey, Director of Business Development for GO Topeka

- 22 projects in 2016
- Hosted 6 site visits
- Met with over 200 site consultants
- Won website content and functionality award from SEDC
- New sites and buildings database
- Virtual spec opportunities
- Broadband initiative
- Retail Center Program

Barbara Stapleton, Director of Workforce and Education for GOP Topeka

- Hosted Financial Services Summit
- Human Resources Breakouts
- Superintendents' Forums
- \$57,000 Awarded in Scholarships
- 950 Students reached through classroom presentations
- 67 bus passes provided through Topeka Rescue Mission's Care Program

Glenda Washington, Vice President, Entrepreneurial and Minority Business Development for GO Topeka

- 26 business starts
- 265 total jobs created or impacted
- 2,448 attended 33 total training classes, education classes and activities
- 55 small business incentives issued, \$250,487 invested, 265 jobs impacted

Eugene Williams, 2017 Chair of EMBD Council – EMBD Self Evaluation

- Define "Socially and Economically Disadvantaged"
- Job creation in target area
- Youth employment in targeted areas

- State, Federal, Local, Corporate Purchasing and Procurement

Mayor Wolgast asked what is the average amount for an incentive grant?

Ms. Washington replied it is \$5,000 and they try to reach the limit so what they do is they get their approval, they follow all the rules and they maximize it because they know they can only come back one time.

John Hunter and Kristen Brunkow, Heartland Visioning - 3 major projects and Steering Committee work

- Phase 2 NOTO Arts District Development
 - John LaMotte & Dakota Group Professional Consultants
 - Three District Community Engagements – 250+ participants
 - Collaboration with City, County, Business, Neighbors & Community Leaders
 - Redbud Foundation
- Oregon Trail Park
 - National Park Service Charette
 - 100's of people involved
- Downtown NIA
 - Two-year effort
 - Revitalization of the Monroe NIA
 - Establishment of a new downtown NIA
 - 1,000's of people now have a voice in the neighborhood issues and concerns
- Heartland Visioning Report
 - Community Pride
 - Dynamic Core
 - Recruitment
 - Transportation

ITEM NO. 7: PRESENTATION: Update on East Topeka Learning Center: Barbara Stapleton, Director of Existing Business & Workforce Development for GO Topeka.

Barbara Stapleton, Director of Workforce and Education for GO Topeka appeared.

- Partnership with Washburn Institute of Technology
 - Programming is projected to generate
 - 2,000 CDL Licenses
 - 1,000 GED Completers
 - 600 Construction Certificates
- GED and Adult Education
 - 11,000 working adults without a GED
 - 59% of test takers attended adult education classes
- Breakdown of 66605 and 66607 Test Takers
 - Educational Attainment
 - 21% Less than High School

- 37% High School Graduate (include equivalency)
 - 29% Some College or Associates Degree
 - 13% Bachelor's Degree or Higher
- Test Takers By Race
 - 31% Hispanic
 - 28% White
 - 20% Black
 - 20% Mulit-Race
- Addresses a Key Location
 - Central Eastside Site, on bus route, traffic count over 10,000 vehicles daily
 - Over 3,700 households with an income of less than \$25,000
- High Wage High Demand Programs
 - Commercial Truck Driving
 - Building Technology
 - Healthcare Technology

Commissioner Cook asked if they could talk about the site we are looking at and the walkability of it. That is really a big issue is how to people get to and from the site.

Ms. Stapleton indicated that the site is directly on a bus route, there is traffic of over 10,000 vehicles per day, and there are 3,700 households nearby.

Commissioner Archer stated that everything he reads says that self-driving vehicles are going to pretty much eliminate the need for commercial truck driving in the future and that technology is moving along fast. He would be interested to know Dean Coco's thoughts on that and why we would be spending a lot of money on commercial truck drivers if that type of work is going to be eliminated.

Ms. Stapleton stated she has read that too but the other point in that is there is still going to be the need to manage that in terms of being able to have the skills as to how you would, there is still a person behind an automated vehicle if you will. So there is going to be some transitioning. We could say there are a lot of job opportunities and certificates and degrees that didn't exist 20 years ago, so there will be a transition that is part of what change does but she also knows that it is not just CDL that they are offering so a lot of the adult education programs in terms of being able to get someone into a center, you are able to bring someone into a location and get them started on their educational path because you have brought it to them instead of telling them they have to go across town or go to another community.

Dean Clark Coco, Dr. Clayton Tatro, Washburn Institute of Technology appeared and stated the automated driving isn't something they have been faced with yet. When we think of CDL, many people think of driving over the road on the highways for a long period, but there are hundreds of other short delivery jobs that require a CDL. We feel fairly secure that there will be plenty of opportunities for CDLs. Where we will be with that in 5 years, 10 years he honestly doesn't know.

He always says "hope has a face" and we just went through this the other day on our campus. We have talked about the donation that was made to our campus by St. Francis. We've talked about the success of what has happened at Washburn Tech and it has happened because of a lot of people have made a commitment. From the day that student gets out of that car, off of that bus and they walk up that sidewalk, and they are not sure whether or not they can pass a class or maybe they have had no college credits at all. And so when they go through the program, whether it's a short term certificate, passing one credit hour or tomorrow night's graduation,

which will be the largest graduation for December that we have had in the three years he has been here, all these things lead into this opportunity for the east side of the community.

We were talking about GED for a little bit. We have 166 students actively involved in some part of some component of our GED program right now. That is more than we anticipated. When we started the year we anticipated that maybe 60 students would complete, now there are students always in the process, as of today we have had 40 completed for this year and tomorrow night we will have 40 students, who may or may not have ever walked across a stage to receive an academic opportunity, walk across that stage tomorrow night. So what does all this lead to? If you take those two zip codes, we have 78 students presently from those zip codes who are in our GED program. The question is, and he doesn't know the answer to this, how many more would we have if it were closer, maybe more convenient. We have been in contact with Avondale East, with Hi-Crest, the Mission, the Topeka Housing Authority, we have some activities planned on the east side of the community to get people more engaged as to what Washburn Tech is and what we do. When we started this journey 4 ½ years ago, we went to some places to see what they did and how they did it and what could we glean from those institutions that would benefit us. We went to Gateway Community Technical College, we went to Oklahoma City to see Francis Tuttle, we wanted to see what they were doing because we were told they were the best. Well we think they are 2nd and 3rd now.

So if you can envision when this all comes together, we have been in communication with the train corporation, you know that we have TRANE on our campus now, and our vision is if we can make this building happen, we need to turn this building into a learning laboratory throughout the whole day. So let's talk about mechanical part of it, it's an expensive part of it. But instead of putting everything behind the walls that we don't see, what happens if we expose those things and make it esthetically appropriate but those then become a learning lab for students in the construction trades. We have been approached by TRANE to create a program called Building Automations Technician, controlling the environment in this room or other buildings and monitoring whatever might be going on in the building. There is no other two year institution in the nation that TRANE is working with. We are in conversations with them asking how to we take a building on the east side of the community and make it a learning lab to where it is a controls lab and the mechanics of this building. There is an opportunity there for us to have something special that we don't have right now anywhere that TRANE is working with and people coming out of the TRANE Corporation, the Building Automations program, what other type of jobs?

Dr. Clayton Tatro stated when you think about building automations in terms of whether you are talking hospitals, prisons, large corporations, large buildings, the opportunity exists for TRANE just as one company to hire any and all of the graduates we put out. Then you've got Honeywell, Johnson Controls, Carrier, those companies as well, not to mention the medium to small businesses that need facility managers and building control technicians as well. So good jobs starting at about \$40,000, what TRANE is telling us that at about five years in those positions can pay up to \$100,000.

Dean Clark Coco stated and how many jobs are there for Honeywell and Johnson Controls and Shawnee County. He doesn't know the answer to that but he does know this; as we start to build our new homes and retrofit our new homes, those same controls are going to be on a lot of the same components of our home. You think of ADT and the monitoring of a home for security purposes. Where we are heading we believe in the industry today is to the point where homes will be monitored the same way for the efficiencies of their heating, ventilation and air conditioning, same concept. And we feel the training facility would be very valuable to this part of the State and of course others.

Commissioner Cook asked for the East Topeka campus, we talked about the approachability of coming in for a GED. Are there students that are reluctant to come in just because they have got to this point in their life and maybe they feel a certain sense of shame or intimidation, is there something about East Topeka having the campus there that is hopefully going to bridge and make it a little bit more approachable?

Dr. Tatro replied he thinks when you look at the Deer Creek Training Center and the Antioch Family Life Center, it is about relationships, it is about folks on the east side that know and understand the folks on the east side. They know people in their neighborhood, they know the people who are coming in their door, so he thinks that proximity is extremely important in terms of that hesitation and that reluctance in terms of taking that first step. But then beyond that it is about reception and welcoming and creating a place where they feel comfortable coming in and we have talked at lengths about the east side center being able to create that feel that is inviting to help them get past that first step.

Dean Coco stated we had a conversation with the Topeka Housing Authority this week, we do something called TechTown and it used to be you come to us but we have changed that. What we have done now is reach out to high schools, communities, whatever; we take tech to them. We take 10-15 programs to their facilities and we start talking about what tech is.

ITEM NO. 8: DISCUSSION: Update on Topeka & Shawnee County Holistic Economic Development Strategy: Matt Pivarnik, President and CEO of Topeka Chamber and GO Topeka and Keith Warta, GO Topeka Treasurer, President/CEO, Bartlett & West.

Matt Pivarnik, President and CEO of the Topeka Chamber and GO Topeka appeared and stated they have all heard him talk for the last 11 months about his frustration about our lack of a strategic plan, lack of metrics, lack of how do we measure how we are succeeding. His original thought with this process was that GO Topeka needs a strategic plan and we need objectives. What we have found talking to the community is that there was a need for more of a holistic economic strategy beyond just GO Topeka. Keith Warta will talk to them about the process that we are going through right now, we are probably 60% through.

Keith Warta, GO Topeka Treasurer, President/CEO, Bartlett & West appeared and stated this is something that really has involved the whole community. His Co-Chairs are Commissioner Buhler and Mayor Wolgast. One of the things that they realized from the very start is that economic development is about the community. It is about workforce, quality of life, attracting businesses and people to our community and creating a community that people want to live in. So when we started out, we said right away that we needed to get the community involved, and that is what we tried to do with the Steering Committee which has 43 people on it, representing dozens of different organizations, whether it is public or private. And we also have the sponsors, people that are not only giving their time but also financial resources that help support what we are doing – Go Topeka, United Way, Topeka/Shawnee County Public Library, Topeka Community Foundation and Heartland Visioning. This is something that the community has bought into and has the chance to be very transformative. We are in the middle of a 4-step process.

Project Overview

- Phase 1: Community Engagement
- Phase 2: Regional Scorecards and Competitive Assessment
- Phase 3: Holistic Economic Development Strategy
- Phase 4: Implementation Plan

Developed 5 Goals during Strategy Sessions:

- Develop Homegrown Talent
- Create Vibrant and Attractive Places
- Grow a Diverse Economy
- Promote a Positive Image
- Collaborate for a Strong Community

ITEM NO. 9: ACTION ITEM: Approve 2017 Economic Development Strategic Business Plan and Budget: GO Topeka staff.

Matt Pivarnik, presented the 2017 Economic Development Strategic Business Plan and Budget. One thing he would like to mention is that we aspire to be an accredited economic development organization. We owe it to them and the taxpayers to be accredited So we are going to go through a process, and he will tell them he's been through it before and it is not fun but we are going to go through it.

Jackie Steele – Achieving Business Retention Goals

- Existing Business Visitation Program
 - 140 Business Interactions
 - 50 On-Site Business Visits
 - Corporate Headquarters Visits
 - Report Business Trends
- Existing Employer Support
- Existing Employer Recognition Program
- Review Incentive Policy

Molly Howey – Developing Future Business in Topeka

- Continue to build awareness
- Encourage private development
- Build regional partnerships
- Broadband Initiative Support

Glenda Washington – Vision of Entrepreneurism

- Small Business Training
- Incentive Program with the addition of an incentive for Marketing
- Procurement and Technical Assistance Center
- Growth Roundtables

Councilwoman Hiller asked if this is where continued support of 712 Innovations fits? Are there any changes or anything different?

Ms. Washington responded that we are looking at growth opportunities for 712 and the commercial kitchen would be in the growth opportunity.

Councilwoman Hiller asked if this was the 2nd or 3rd year for 712 Innovations.

Ms. Washington responded that this is our final year supporting them, we supported them for 3 years at \$75,000 per year.

Barbara Stapleton – Workforce Development Initiatives

- Further partnerships to ensure collaboration between employers and institutions
- Foster employer to employer communications
- Cultivate strong relationships with Human Resources and Recruitment Managers
- Provide support and insight into creation of talent retention and attraction initiatives with partners

Barbara Stapleton – Education Initiatives

- Cultivate and align a Cradle-through-Career (C2C) partnership to increase educational attainment and produce talent for the future pipeline
- Establish a center for Workforce Development and Training in East Topeka, aligning programming to engage at-risk students and adults
- Continued talent pipeline development through scholarship initiatives

John Hunter and Kristen Brunkow, Heartland Visioning – Improving Quality of Life and Place

- Community Pride
- Quality of Place “Grow the Core”
- Recruit Topeka-Shawnee County First
- Neighborhood Revitalization

Molly Howey, Director of Business Development for GO Topeka presented the proposed 2017 Budget to the Board (starting at page 156 in the agenda packet).

2017 Budget



Molly Howey, Director of Business Development

GO Topeka Proposed Program Budget

• New Business Attraction	\$350,250
• Existing Business Retention & Expansion	\$46,400
• Workforce & Education	\$231,900
• Entrepreneurial & Minority Business Development	\$495,214
• Entrepreneurial Development	\$86,700
• Research & Social Media	\$59,550
• Government Relations	\$43,750
• Finance & Administration	\$322,410
• Heartland Visioning	\$75,000
• Personnel (excl. EMBD) Salaries	\$431,595
• Incentives & Site Expenditures	\$3,182,990
Total Proposed Budget	\$5,325,759

Commissioner Buhler asked if the GO Topeka Board approved this budget.

Ms. Howey responded yes they have.

Commissioner Archer made a motion to approve the 2017 Economic Development Strategic Business Plan and Budget. Mayor Wolgast seconded.

The following individuals appeared to speak for public comment:

1. Stephen Schiffelbein, Board Member, Topeka JUMP appeared and stated Topeka JUMP is dedicated to promoting social justice in Topeka and Shawnee County. We have researched many issues and one of the ones we are interested in is safe and affordable housing. After thorough research on safe and affordable rental housing, Topeka JUMP is advocating for funding of an Affordable Housing Trust Fund which has proven to be an effective solution for improving the safe and affordable rental housing for low income working families. The reason he is here tonight is he wants to call their attention to Section 5, Lines 20-29 of the Interlocal Agreement regarding economic development priorities, which include socially and economically disadvantaged individuals and/or businesses. So his question tonight, what are the eligibility criteria, has the money been awarded for 2017, and what projects or programs are funded for 2017 with that money? If not distributed, what is the process for distributing those funds? He is not expecting an answer tonight he just thought as a Board they should be interested.
2. Joseph Ledbetter appeared and stated in looking at the budget this year the first thing he looked for was the "Other" category and it is not there. And he knew it wasn't going to be there because he had this discussion with GO Topeka. One thing that has been a good experience for him is that Mr. Pivarnik actually listens and takes things to heart. In the past to have a \$350,000 line item to just be brushed over like it's no big deal really bothered him. As far as helping the disadvantaged, if you look at these PowerPoints that were given out tonight, they actually have real numbers in them which is what he wanted. You see real progress and benchmarks being met. It is night and day what we are dealing with before Mr. Pivarnik got here and he appreciates that the staff has changed directions and he has been good at leading them. When we talk about disadvantaged people, he has spent a number of years helping Hi-Crest and he agrees with some of the things that JUMP was saying but what they need to realize, they just talked about \$5 million for the East Topeka Learning Center and he supports that. Whenever it comes up he wants to be here to support it. He has toured the facility, he has trained over there, it is a very interesting facility and he believes it is going to do a lot for low and disadvantaged individuals and it's in close proximity to Hi-Crest. As far as housing, yes we do have deficient housing in this community and part of it is because we have poor code enforcement and as soon as these slum lords get the message they can't just walk on people and deny them furnaces in the wintertime and working drains and that they get rid of the mold that is in room after room causing very unhealthy conditions for tenants that are paying them good money for these so called houses. He thinks there are ways to deal with housing besides just start another program, he is not against new programs but before I start a new program I want to make sure code enforcement is actually doing its job and that these slum lords are dealt with very severely if necessary to make sure that they are not renting caves but renting homes to people.
3. Carol Marple appeared and stated she greatly appreciates the budget, it is understandable and it is broken down, we can see where our money is being spent. Her question is what the \$15,000 for "JEDO expenses" are?

Following a vote, motion carried unanimously.

ITEM NO. 10: ACTION ITEM: Approve 2017 Cash Carry-Forward Agreement: GO Topeka staff.

Matt Pivarnik, presented the 2017 Cash Carry-Forward Agreement to the JEDO Board. In our projection we believe we will be carrying forward \$2.9 million into next year, which brings the total carry forward to \$15 million. Occasionally, especially when he first arrived here, he felt like that person who bought a bucket of popcorn and went out onto the beach and the seagulls were flying around and they wanted my popcorn and I believe we had popcorn at the time and we do but he would like to show them a very conservative breakdown of the cash carry forward.

Cash Carry Forward Agreement/Incentive



Matt Pivarnik, President & CEO

\$15,000,000	Carryforward Amount
- \$4,000,000	East Topeka Learning Center*
- \$3,000,000	Economic Development Incentive Fund*
- \$2,500,000	49th St. Benefit Dist.*
- \$2,198,000	Designated Incentive Commitments (2018 & Beyond)
- \$850,000	EMBD
- \$302,000	2017 Budgeted Carryover
- \$200,000	Kanza Fire Park & Fire House
\$1,950,000	Future Economic Development Investments

Mr. Pivarnik stated so at the end of all that we still have popcorn and again he thinks some of these estimates are very conservative so this final number could be smaller but it does beg the question for this community, that we have \$2 million to potentially invest in this community for economic development and he really does feel like at the end of this process that we are going through, this holistic economic development process, he thinks it is really time to start looking at some of this, not him or the GO Topeka staff, but the community should make decisions on how we can invest these dollars for the greatest return of our citizens.

Commissioner Cook indicated they might want to check the math again whether or not that all adds up to the \$15 million total. Last year when we talked, we are coming to end of this sales tax which is set to expire in 2016 and we are starting a new one next year. What kinds of rules do we have for these unused funds?

Mr. Pivarnik replied the rules would be that they are used for economic development. And he thinks at some point in time that needs to be defined for this community. And they have heard him say before he believes creating primary jobs is economic development, taking care of the socially disadvantaged is economic development, and he also believes that quality of life is economic development.

Commissioner Cook stated when we talk about the other part of the tax that is being collected and that goes to infrastructure, the unused portion is then divided between the City and County. We aren't going to see that happen with these funds as they were specifically designated for economic development and he just wants to make sure we clarify that this is not part that would dissolve at some point and revert back to the City and the County. Of the remainder amount would it be possible for us to maybe look at creating an economic development quality of life improvement fund. Quality of life keeps coming up again and again, so rather than using this \$5 million a year we have, using this carry over amount for a quality of life improvement fund.

Mr. Pivarnik responded he thinks that is an incredible idea. A lot of times people ask him what he is going to do with this money, he is not going to do anything. He thinks that a group like that of elected leaders, private sector leaders, citizens makes all the sense in the world to really start having those conversations.

Commissioner Cook stated obviously when looking at carrying over these funds, nothing being committed today, but he just might reach out to his fellow colleagues that this might be something we look at in the future as we move forward.

Commissioner Buhler stated she might add that during the discussion of the Holistic Strategic Planning Committee, the fact that incentives may look much different. That is not a lot of money, granted it's renewed every year, but the fact that we are going to have a shift in what economic development is and what those incentives may be has yet to be determined as well.

Councilwoman Hiller stated just to throw something into the discussion, and she appreciated the Commissioner just bringing up what we are doing in terms of looking at that, does it just sit or do we identify it, she too agrees that we need to not look at it much right now but as we develop the new holistic plan. And it really struck her last night at our Council meeting when we were talking about TPAC. They need some more business and we need to look at who would be attending those vents, who would be coming to Topeka, we have talked for a long time about bringing people to Topeka and we talked about it tonight as well. She thinks as part of this whole holistic planning, we may need to be looking at a whole new book of development of business that we haven't talked about before. She has had some conversations and it has been touched in the plan about global businesses and growth and we haven't really talked about things like that before. But to not look at just existing industries that we can tap into but are there some growth areas that have potential. But as we look at cutting some other things it might open up some annual dollars.

Commissioner Archer stated he just wants to say we have to be careful because everyone is going to have a pet project, she mentioned TPAC, but we have to be careful to spend our reserves for when the next Mars comes down the road we will have money to incentivize that. Just be careful in expanding the scope.

Councilwoman Hiller responded to clarify she was not suggesting using the funds for TPAC. But just to discuss, just like primary jobs have been the driver in the past, if we need to relook at a book of business to grow in Topeka so that it drives bringing back that activity to the area and to downtown that was her point.

Mayor Wolgast made a motion to approve the 2017 Cash Carry-Forward Agreement. Deputy Mayor De La Isla seconded.

The following individuals appeared to speak for public comment:

1. Joseph Ledbetter appeared and stated he has concerns about the amount of monies being carried forward and he has said this over a number of years that we are carrying forward too much money and we are not spending it even close to the rate that the taxpayers are being taxed for it. And that should always be the concern, you should not be building up vast reserves and in this case, three years budget for something that you told the taxpayers you were going to spend it. Basically, get it back into the economy and creating jobs. What he does like about the carry forward is that now that we do have this large amount, there is money to do the East Topeka Learning Center which has now been presented to us and we know from testimony tonight that Washburn will back it, staff it and do the expensive parts after it is bought and revitalized and they are willing to commit ten years. So that is going to have a huge economic impact in that area and on the people's lives that it touches. The economic development incentive of \$3 million carried forward, he can understand that and doesn't have a problem. But he does have a problem with the 49th Street project and \$2.5 million. If memory serves, they started putting money back for that 7-8 years ago and they continue to carry it forward and the street is never built. Now the problem with that is two-fold. First, part of that road has been redone, in the last two years the City rebuilt the bridge which he believes cost them about \$400,000. The road is a mud hole and it is servicing GO Topeka's industrial parks plus a parcel of land on the north side of 75 acres that unless you put the road in, is unmarketable for industrial use. He doesn't believe it is going to cost \$2.5 million to finish that road, in fact Carol Marple told him there is only 3/10th of a mile that is not paved between the GO Topeka entry to the industrial park and Topeka Boulevard. So rather than carry the money forward he would just like to see the road finished and then you have the excess money if there is any to use on other projects. Year after year we carry this item forward and it is not a good use of taxpayer money and it is making it harder to market the land for industrial development.
2. Wendy Wells, GO Topeka Board Chair Elect, Market President, U.S. Bank appeared and stated she is very excited about the coming year. She had had great leadership to follow with Scott Griffith the past two years. She appreciate the citizens that come out and the input they put in, we want to be a continued part of listening to what the community says and that is part of her goal as the incoming Chair of the GO Topeka Board.
3. Scott Griffith, GO Topeka Chair, Intrust Bank appeared and stated he wants to add once we get the holistic plan completed at the end of March or April, we will be better positioned to decide whether we need to make some course corrections as to how to allocate these carry-over funds. He thinks what Mr. Pivarnik outlined does a pretty fair job of outlining what those funds could be used for and to Commissioner Cook's comment; he thinks there could be some shifting and reallocation depending on how the plan comes forth. With respect to the 49th Street project, we haven't had any recent discussions of that within the GO Topeka Board especially during the last year as we have had a lot of other things to tend to but one of the things he remembers as part of the reason we weren't investing in that road ahead of time

was the construction work that would be occurring if we sell the land that is north of Home Depot. Part of the concern was the wear and tear and potential destruction to the road while those sites were being developed by potential users. Finally he would like to compliment Mr. Pivarnik, he had done a good job pulling this year's budget together with his team. They have worked a lot of long hours, they have approached it in a fresh way.

Following a vote, motion carried 6-1-0 with Councilman Coen dissenting.

ITEM NO. 11: DISCUSSION WITH POSSIBLE ACTION: Report of Section 1 – Execute Effectively (Organization) concerning the Garner Report including discussion of draft Broadband Request for Proposals from Section 2: Commissioner Shelly Buhler, Mayor Larry Wolgast and Councilman Jeff Coen.

Commissioner Buhler indicated this is the final report from the Garner Report and Councilman Coen, Mayor Wolgast and herself have been working on this throughout the year and then brought our recommendations to them. So there are two parts to this; there is some summary from Sections 2 and 3 and then then there is the report from Section 1. The report of Section 1 does make quite a few references to the holistic strategic planning initiative that is going on right now. Secondly there is a draft Request for Proposals for broadband consulting services.

Councilman Coen stated he would like to call their attention to #6 which is to create a JEDO Board of Advisors and in the copy here it says we suggest that this role is served by the GO Topeka Board of Directors and he really doesn't think that is the intention of the Garner Report. He thinks it would be, not necessarily another Board of Advisors but a group of people that would be able to make recommendations and it wouldn't be the GO Topeka Board of Directors.

Mayor Wolgast stated he would like to speak to that also. GO Topeka has made a concerted effort to diversify the GO Topeka Board for 2017 and beyond and then the same effort was put into the creation of the Steering Committee of the Holistic Economic Development Strategy. He hears and understands the philosophy that the Garner Report suggested and he thinks because some felt the JEDO Board didn't hear or respond to interests and needs of the community to the extent it should, a group of advisors should be created that could help bring that message to us. And he knows in discussions that we have had there is some sort of value in that, but having another Board that someone has to staff and meet and they come to us, and he feels that we have made a much greater effort of bringing the community into the process. We have much more communication from the community now and we are listening better, hearing the needs and responding. On some of the things like the budget and the carry-over reflect that. From his perspective, he doesn't think we need another separate Board of Advisors for JEDO but he thinks it is our duty as board members to reach into the community and to hear their needs.

Councilwoman Hiller stated she appreciates that comment and she doesn't think people want a bunch of extra boards. But something that occurs to her and she did read through the details in the work plan for 2017, and included in that are a handful of summits. There are various activities that the staff is engaging broad groups of people, there are business groups, there are women's programs, a workforce summit. She appreciates seeing those emerging in the work plan, but perhaps a little bit better connection and invitations to the JEDO Board when those events occur so they can participate directly and perhaps a little more reporting to us about who attended and what kind of input they got would serve that purpose in a pretty rich way so that we as JEDO can be drawn in as to what staff is gathering.

Councilman Coen stated he felt this was a very productive working group.

Mayor Wolgast stated this last phase that we did for this meeting really got into changing the structure of GO Topeka and JEDO and he thinks there have been discussions throughout the year with that. He thinks that has been responded to and the recommendation that we should have our own staff has been discussed and that is not the direction JEDO wants to go. The important thing is in one fashion or another, we have responded to all the Garner recommendations. That is the key and there was the feeling that we were going to do that. And thank you to Commissioner Buhler for leading us in that effort.

Commissioner Buhler said in shifting to the proposed Broadband RFP, are there any questions?

Commissioner Archer stated we owe a debt of gratitude to the Mayor, Councilman Coen and Commissioner Buhler for attacking this and what an excellent job. He has read the RFP for broadband services a couple of times and he really doesn't understand it. The Garner Report recommended providing public free high-speed internet access and he doesn't think that is what this does.

Commissioner Buhler responded yes that is what the Garner Report recommended. But it was JEDO's recommendation that a public-private partnership be explored to increase access to our community to enhance broadband.

Commissioner Archer stated yes he thought this was a departure from what the Garner Report recommended. In looking at the RFP it refers to a Department of Commerce Final Report but there is nothing there at this point and he wanted to see that. And the other thing in the RFP, there was some discussion of a timeline and there are no dates included and he wanted some clarification on that. If we do this, what does success look like and what is the end goal for this RFP and the money we are going to spend to carry that out?

Commissioner Buhler responded yes this is very complicated. Just to back up a little bit, the Intergovernmental Corporation Council (ICC) has had discussions on broadband for a number of years now, we were chosen as a pilot community with the Department of Commerce. The reason that Final Report is not found in the RFP is because that webpage is not active right now and so we didn't quite know where to post that. So we shifted from the Department of Commerce Pilot Project to the Mayor's Taskforce and we have been meeting with the City, County, School Districts, the Chamber and the Library. This has been a result of those discussions, again trying to make sure we are including providers as well- AT&T, Cox Communications. A majority of this was written by Mark Biswell and he is ill today. City IT and County IT reviewed this and so did City and County legal as well. It is complicated and challenging and that is why it is being brought to them as a draft right now to give them a chance to look at this, give feedback, ask questions and as a possibility this goes back to the Mayor's Task Force to look at this and then we bring it back and have a presentation in February. Because we want to make sure that everybody knows exactly what we are doing and also have a presentation at that time and Mark Biswell was going to be here for questions but he could not be.

Mayor Wolgast stated one item to that, in August we brought in a consultant who works for the U.S. Department of Commerce, Don Williams and talked about what his role has been throughout the nation helping communities with what we are going through. And he helped lead us and he was a consultant on putting this RFP together. And he thinks the more specific answer to Commissioner Archer's question, this RFP will help decide whether we go forward with this or not, in a sense of they will look at how much interest is there in the community, what is the need, do we take that next step. And we have had the two areas there are certain areas of the City that aren't served as they should be and rural areas outside the City limits not served as they should be. And the other thing there are now economic development studies showing that when broadband is expanded better within the City and rural areas, economic development improves because the people are more involved because everything is done online. No one is committed but maybe this is a time we can make a decision, yes or no.

Commissioner Archer stated he appreciates that and he thinks this could be an important opportunity for us but we probably need to have a non-IT guy make a presentation.

Councilwoman Hiller stated just to go back, the Garner Report suggested we enhance visitor and residence experience in the core business district and the disadvantaged neighborhoods which he gets. And they decided to broaden it out and the RFP at this moment says to contract with a consulting firm to formulate and execute a plan to form a public-private partnership necessary to build and operate a fiber to the premise network within the City of Topeka and/or build and operate fiber to the premise networks within rural townships of Shawnee County and/or build and operate a wireless internet service provider infrastructure within rural areas within Shawnee County. Those each seem quite different and not one of them focused on downtown or disadvantaged areas. It would be helpful to her to understand, maybe it wouldn't matter just to focus on downtown or disadvantaged areas, you just say City of Topeka and that is one option but even just these three options seem quite different and is there a reason, is this too broad as an RFP, and do we need to decide which one we would choose and is there some homework or some guidance we should have to tie that down a little bit?

Mayor Wolgast responded he thinks it was suggested using all three because any one of those three may be used or a combination of them. There might be some use of broadband expected in the City there would be a different type in rural areas, so one may be wireless, one may be not, in other words we just want to make sure we don't exclude anything.

Commissioner Buhler stated and so the consultant would then look at those three areas and then bring back that information to JEDO about what potentially those next steps would be.

Councilwoman Hiller responded the way she read it with the "and/or" if we put that out and we ended up with a proposal to just do rural areas of Shawnee County. There is chance we would get a response that for instance wouldn't include anything inside the City of Topeka at all. Is that correct?

Mayor Wolgast replied he does not believe that would be the case. And the man from Washington who helps cities all over the country on all of these, he is going a lot off of his recommendation on how to handle both urban and rural areas. He feels confident that we would be handling both.

Commissioner Archer made a motion to approve that the JEDO Board move forward with the idea of issuing a Request for Proposals for Broadband Consulting Services. Deputy Mayor De La Isla seconded.

The following individuals appeared to speak for public comment:

1. Joseph Ledbetter appeared and stated in looking at this item, he wants to go to paragraph 6, page 177. He is not going to talk about the RFP but he is going to talk about the implementation of the Garner Report. His concern with this is that when he goes back to the intent, he does agree with the Mayor, the intent of what Garner was talking about, there was a very big breakdown of communications between JEDO members and the public. Perception is reality and the perception was that we were not being listened to. Now this talk about creating a JEDO Board of Advisors, and the word board when you really think about it, legally it is kind of troubling because it is implying that someone is going to oversee the elected officials which he does not believe was the intent that Garner intended to do, he thinks he was simply talking about more of an Advisory Council. He doesn't have a problem with something like that but you don't have to take advice from an Advisory Council, it's just there and they are not really a lot of expense because they just come and serve and you listen

to them or you might not. The part that troubles him is that it is recommended that this role is served by the GO Topeka Board of Directors. The role of the GO Topeka Board of Directors is to govern GO Topeka, they do not govern JEDO. They can advise you as individuals just as he can offer advice or any other citizen. But he thinks the way that this is written it is implied that they are now going to have another role that they don't have and he would rather that it was just stricken. He doesn't like the additional commentary because it isn't what is reality. This Interlocal Agreement and them as individuals are elected and they are set up in an Interlocal Agreement to encourage economic development in Shawnee County and they have funds they dispense to a contractor who may not be here 5 or 10 years from now. To say that they are now the JEDO Board's advisors, all the people of this community are their advisors. As he analyzes what has been going on down here for the past five years he has watched it he thinks there has been a lot of confusion with elected officials that GO Topeka is the boss of JEDO, which is not true. They have a contract that JEDO oversees and their Board of Directors oversees the contract and oversees their CEO and makes sure it is implemented properly or should be and that is what their role is. They govern GO Topeka, not JEDO and we the people are all of their advisors.

2. Lazone Grays appeared and stated he wanted to speak on the broadband aspect of this as far as the options were concerned. It seemed like there was a lot of emphasis tied to the fiber to the premise network as far as the City of Topeka and to build or operate a fiber to the premise network within rural townships in Shawnee County and/or build and operate a wireless internet infrastructure within the rural areas of Shawnee County. This is some area that he has understanding and technical expertise, so the only time it seemed to be mentioned here for wireless as far as the rural areas of Shawnee County, fiber to the premise or to the home which was an experiment by Google, even Google is starting to give the fiber to the home and going with newer technology, wireless technology to impact wide areas. So what he has proposed for the City of Topeka, the projects he has worked on in urban areas in Wyandotte County, it is wireless because the mobility of people in those neighborhoods are more transient than in rural areas. A person who lives in a rural farm area, they may live there for generations whereas people who live in low income housing move, they move around a lot. If you run just a deal within the City, fiber to the home, there is no benefit having that go into a home that does not have a resident whereas wireless technology in larger neighborhoods it doesn't matter if someone is in that residence or not, the connectivity is made available. In the conversations that we kept having for wireless for downtown businesses, for rural or areas or other and using the term high-speed gigabyte (GB) and broadband. Yes GB speed is great but it is not the most necessary things for people who live in low income neighborhoods. The term connectivity and connectivity to good access is not always GB service because of different policies that impact people here such as TANF reform, having to get a job before you lose your cash assistance within 24 months, more people in these neighborhoods who are low income can have access to go online to deal with employment, GED's, job search. So he wouldn't want to derail a good wireless project for low income neighborhoods inside of the City of Topeka because you are having to wait and try to get, you can't pair down the costs of what it takes to roll fiber to businesses and individual communities but the advance of wireless technology that has happened within the last two years is going to be something that is going to be very significant on bridging the digital divide, he didn't really the term digital divide or digital inclusion within this RFP so that whoever is the entity you would contract with would have specific insight and look for the digital divide aspects of rolling out connectivity and not just high speed broadband which may be good for downtown but not for some of the neighborhoods they are talking about.

3. Kurt Kuta, GO Topeka Board Member, President & CEO, CoreFirst Bank & Trust appeared and stated he would like to say overall he appreciates the work that the JEDO Board has done on the Garner Report recommendations. His observations as to some of the recommendations was about separating things out, making it more transparent and he was concerned a little about that because some of the places he has been before organizations that made a lot of progress and actual results were those that were more cohesive and under one roof, there are efficiencies and you are able to be a little more flexible. So what we have seen going through the Garner Report as well as GO Topeka's actions, and he commends Mr. Pivarnik and his staff for that, as well as the continued feedback that is coming from the public, he thinks there is more trust and more transparency and he expects future meetings to have even more results.

Councilwoman Hiller stated based on what Mr. Grays said, because she doesn't understand these terms as well as some of them do.

Commissioner Buhler stated that this RFP is just for consulting services not for the actual building of a network or anything like that.

Councilwoman Hiller replied she understands that but we are asking them to consult with us. If we wanted free Wi-Fi downtown, is what is in this proposal, fiber to the premise network within the City of Topeka, does that include Wi-Fi downtown.

Commissioner Buhler responded she believes that is yet to be determined.

Mayor Wolgast stated in the Task Force there was not great support for free wi-fi downtown because many of the corporations are having it, many of the pocket parks have free wi-fi within them. It is something where we felt the other two issues are the big issues, rather than having just a dome or an area downtown with free Wi-Fi.

Councilwoman Hiller responded she just thought it was important for downtown to be sort of a place where you could work without walls if you will and so if this fiber to the premise accomplishes that.

Richard Eckert, former Shawnee County Counselor, stated the only thing he would like to add is that in a lot of places it just refers to the business case for high speed broadband it doesn't differentiate between what kind of broadband that could be so it could still be fiber, it could still be wireless or the next technology with lasers they might be coming out with next year. It is a very broadly written RFP.

Following a vote, motion carried unanimously.

ITEM NO. 12: General Public Comment

The following individuals appeared to speak for general public comment:

1. Joseph Ledbetter appeared and stated first that he will miss Rich Eckert, outgoing Shawnee County Counselor. He really appreciates the way this report was given tonight with facts, not fantasy and he is not trying to be snarky about this, he really liked it. And the budget, the numbers and he appreciates it and appreciates that the Board is working better with the public. There was person from Topeka JUMP that said some things earlier and he does agree with a lot of what they said and he doesn't want to take away from what they said but he does believe because we have such a problem with code enforcement, especially some of the low income parts of this town, it is actually spreading across the City. And this issue has to be

dealt with and it is an economic development issue. While we can put new houses into some of these areas they will have no value if a slum lord continues to operate next door to them or down the street, it will basically destroy whatever investment they put into that neighborhood. And this is a very serious issue and he is going to stay on it because it is a political issue. Some of these slum lords are going to have to have a come to Jesus moment that they cannot operate the way they are operating in this City and abusing the poor, abusing the working poor, leaving them without electrical that works, or water or drains, roofs that leak in every room, windows that are falling out with no screens, furnaces that don't work, the landlord is going in and tearing off the red tags from the furnace because they were condemned by the gas company, this has got to stop.

2. Lazone Grays appeared and stated that the handout he is sharing he is going to get to the first page last but starting on the second page, he just came back from Baltimore from the National Center for Juvenile Justice Conference on "DMC" (Disproportionate Minority Contact) because there is evidence that minority youth come into contact with the Court or the system more frequently than others. And that the State of Kansas has passed its Senate Bill 367 as a Juvenile Justice Reform bill, which is also going to be moving other dollars within these communities across the state, it should behoove Topeka and Shawnee County to be prepared for that. Part of what the professionals had come and shared, and he thought it was relevant here, was on those activities that can help with juvenile delinquency prevention. And the first one there on the diversion is summer youth employment. He says that because the City did take a stance already on funding summer youth employment, it was mentioned tonight by Mr. Pivarnik on GO Topeka's report as well as it is now mentioned directly within the Interlocal Agreement. On the other sheet, when he came and spoke last time and it was reflected well in the minutes and what the gentleman from Topeka JUMP had mentioned as far as the definition of socially and economically disadvantaged as it was in the Interlocal Agreement. The things on the first sheet with the circles, all he can say is these are things that have been done in the past and he thinks we should be proud that even though individually they might not make a significant difference, but combined together over the next 15 years and working together, it provides more opportunity to work with in the long term. And then finally, he mentioned it last time regarding the terminology in the Interlocal Agreement, and Deputy Mayor De La Isla had mentioned there are some good meetings and partnerships that had been developed and are being had by GO Topeka and that is good and should continue to happen and he is very proud of the direction that it is going. After that, Ms. Washington got with him and had him sit down and meet with Eugene Williams and other members of the EMBD Council. But he didn't come here for that particular question, he came here because if he had a question and others had the question it really gets back to that terminology within the Interlocal Agreement and so he will try to make it a little more clear. In the Interlocal Agreement, it states that 10% of the sales tax is to support the economic development of socially and economically disadvantaged individuals and businesses, not small, women, minority businesses and there is a difference. And he thinks they should want to know the answer to that question and so when the contractors are meeting and planning things down the road. Upon expiration of time, Mr. Grays requested he be allowed to speak for an additional two minutes.

Councilwoman Clear moved to extend Mr. Grays two more minutes to comment. Mayor Wolgast seconded. Following a vote, motion carried unanimously.

Mr. Grays stated the second question is through the Interlocal Agreement as it is written, is 100% of the 10% supposed to just be spent on entrepreneurial and business. If the definition of economic development, that now includes socially and economically disadvantaged, is for

workforce training and expansion. So that there is just some clarity. And nothing against the contractor but none of them may be here 7-8 years from now, whoever is reading that document or whoever may be presenting something, that you would give some clear direction on what is the definition and the intent of the language in the agreement. If you are not attorneys, you probably have to rely on your own legal counsel. But is that 10% dedicated for socially and economically disadvantaged or small, women and minority businesses and is 100% supposed to be spent on entrepreneurial and business or is it also contained within economic development that includes workforce training and expansion. If he is going to be working with clients and individuals and referring them to GO Topeka and different programs, trying to shore up other resources and funding that can pay for things through the HOPE Act or Workforce Innovation & Opportunity Act, he would like to know so he can make sure he can refer people to the right place and not make them frustrated on where they go.

3. Teresa Miller appeared and stated this is the first time she has been to a JEDO meeting. Tonight she is asking for help. She has a group of people she is representing. We had a situation where we had truck drivers that were asked to be removed from the K-Mart parking lot because the neighbors were complaining. They have nowhere to go, they have tried to park at Walmart, and parking off the road. They get tickets if they park in K-Mart. So these truck drivers have asked for her help to find them somewhere to go. The closest place they can park right now is at Maple Hill, but they don't want to go there because that puts on mileage to the next job they are waiting overnight for and it is just not feasible for them. She has an area marked right where she would like to have this business at, it is right next to a trucking company that works on trucks and trailers and it is at 24 Hwy and 75 Hwy where all our trucks come through. And what she has been told is a lot of people are complaining out the high fees on the turnpike so they are coming down 24 Hwy and going down 24 Hwy or 75 Hwy because it doesn't cost them as much. So they are asking for her to find them someplace to layover. These are people who are bringing you groceries, clothes, Goodyear tires. We depend on them. If you remember the snow last year and our stores were bare, these are the people who brought you those things. They are just asking for somewhere they can park. She has phone calls into some people to see if they are interested in building a truck stop with a sit down restaurant and 15 stall truck wash to clean out the trucks. So she is asking if someone in the City, JEDO, GO Topeka, Heartland Visioning, will help her because this is out of her field. She can get the people together but then she doesn't know what to do. So she is asking for someone to step up and help her to see if we can get a truck stop in this community because we used to have one, it was mismanaged and a few other problems. But this place is ideal, it will hit two of our major highways, it will get these trucks off our roads and a safe place for them to stay overnight. Because next year there is a computer system in their trucks that will be telling them they only have so many more miles before their trucks will shut down and they have to stay overnight wherever they are at.
4. Carol Marple appeared and stated thanks to Teresa Miller because she has been saying this for years that we need a truck stop. There is also no place for them to go and fuel their trucks very easily, plus the truckers need places to clean up, have a little downtime and there is no place for them in this area to go. And we are talking about having a school that is going to produce more truck drivers with CDLs so she thinks it makes a lot of sense. She also wanted to comment on 49th street. She personally believes we have the money allocated and we are doing a big disservice to Bimbo Bakery and Home Depot. We could provide them with another way for their trucks to come on and off to their business. She lives out there and 57th street is a busy road at certain times. If we opened up 49th street we would provide a better road for the KOA camp, it would also take some of the traffic off of 57th just for the people

who are going over to Topeka Boulevard. She greatly appreciates Mr. Pivarnik and his staff and she wants to compliment them. She is extremely excited about the East Topeka Learning Center. The fact that GO Topeka is going to take the initiative to become accredited. Everything she heard she felt really good about and she feels more informed about what is going on with GO Topeka. She thinks the only sad thing is that JEDO only meets four times a year, she thinks we should meet more often, maybe every other month and that might negate the need for advisory groups and things like that, they don't have to be long meetings. But she does not think four times a year is enough for JEDO to oversee this program.

Commissioner Buhler stated she would like to take this time to thank Megan Barrett with the Shawnee County Counselor's Office. She has done an amazing job with the minutes and preparing for the meetings and she has appreciated all her help. She would also like to remind them all about the 2017 JEDO meeting dates and she knows the Mayor would like to say a few words because it will transfer over to the City of Topeka next year.

Mayor Wolgast stated their next meeting of February 8, 2017 is 56 days from today so that is the shortest time between any of our meetings. The one big item for 2017 is the contract between JEDO and GO Topeka concludes at the end of 2017 so we need to start thinking in terms of that immediately or certainly at the February meeting and be on target. And he would like to acknowledge the fine leadership of Commissioner Buhler this year. We have wrapped things up and are doing things at a better level and we are more productive so thanks to her for all the good work she has done.

NO FURTHER BUSINESS appearing the meeting was adjourned at 8:57 p.m.

So what's Washburn and Washburn Tech's investment, it's always going to be a question. With the programs we are thinking about having we will have about 15-16 employees. How many of those are new? Probably 10-11 of them will be new employees that we would need for everything. From maintenance, reception, custodial service, instructors, so what's the commitment? We have visited with President Farley, Dr. Mazachek and they are well aware that we are talking about a 10 year commitment and so if you think of the dollars that it takes on an ongoing basis for getting a program up and started and maintaining it over 10 years it could be that our investments are very close to each other as we go through this process. We realize there are no numbers on the table today that you have to look at as far as reconstruction of the building but we have a feeling we are going to be pretty close together on our investment for this community.

Dr. Tatro stated he would also just ask them to envision what this community looks like with 400 more people, students, employees that are certified, have an industry-recognized certifications, that are ready to go to work, then there were last year, or next year. What does 400 students a year for 10 years really do to impact this community?

Commissioner Cook how many GED recipients move on to higher education?

Dr. Tatro responded at least 30% of our GED students stay on to get technical training. So when you think about that student that comes in early adulthood or from high school age that did not get that training or complete that training, the ability to say that 3 out of 10 are actually taking that GED and parlaying it into something bigger. He thinks 30% is significant. So the idea that not only are they getting their GED but they are also staying for the technical training provided.

Commissioner Cook stated Washburn Tech works with the employers that we have in the community who specialize, so that they are ready to walk out of Washburn Tech and walk onto whatever business that we have.

Dean Coco responded the truth is that we have more career opportunities then we have students. We have people come on our campus weekly asking who do we have, who can they get. We call it speed dating autotechnology. Think of this, say you all own a dealership and you need employees. Let's say you come on campus and you get 10 minutes with a student and it's a chance for that student to hand out their resume and have a brief interview and if you like what you see, then we have a room they can visit in and it's been very effective.

Commissioner Cook stated that Mr. Pivarnik is going to talk to us a little later about workforce development and the needs for workforce development in our community. This Washburn Tech East is hopefully going to fulfill that niche for that need. Is that what they are envisioning?

Dean Coco responded well we certainly hope it would help. We visited about eastside delivery and Huntoon delivery and are there people who would come to the eastside center that might not come to the Huntoon campus, there probably are and he thinks proximity does have something to do with that. Four and a half years ago we had to make an investment and that was in the people, our instructors, the community and in the businesses that we are working with and the trust factor on the quality of the students that were going to be coming out. He does believe there was discussion today at the Washburn Board that would allow a student coming out of the GED, because a GED is different today than what it was 30-40 years ago, it is a much more stringent test. There was discussion that if you completed your GED and where you completed it, at what level, there could be direct admission into the 17th Street campus. He hopes that gets approved.



Agenda Item No. 4

**JEDO Board Meeting
February 8, 2017 - 6:00 P.M.**

2016 JEDO Cash Statement

**Joint Economic Development Organization
Cash Statement
As of December 31, 2016**

Receipts:

Sales Tax - City of Topeka	\$ 8,204,014.56
Sales Tax - Shawnee County	7,617,895.17
Refund	22,041.45
Interest Income	4,216.60
Total Receipts	<u>15,848,167.78</u>

Disbursements:

City of Topeka-		
Topeka Blvd Bridge Debt Service	1,575,557.23	
SW 21st Street - Urish Road to Indian Hills	<u>3,587,718.00</u>	
		5,163,275.23

Shawnee County		
County Bridges	<u>1,500,000.00</u>	
		1,500,000.00

GO Topeka		4,999,999.92
Audit Fee		4,635.00
Bank Charges		176.48
Total Disbursements		<u>11,668,086.63</u>

Net Receipts (Disbursements)		<u>4,180,081.15</u>
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Bank Balance - January 1, 2016		<u>11,793,255.72</u>
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Bank Balance - December 31, 2016		<u><u>\$ 15,973,336.87</u></u>
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Note: This is a cash basis report
Prepared by Betty Greiner



Agenda Item No. 5

**JEDO Board Meeting
February 8, 2017 - 6:00 P.M.**

GO Topeka Highlights

GO
Topeka



CITY OF TOPEKA



EST. 1854



Highlights in Business Development & Attraction



Molly Howey, Business Development



Hosted 4 Site Visits

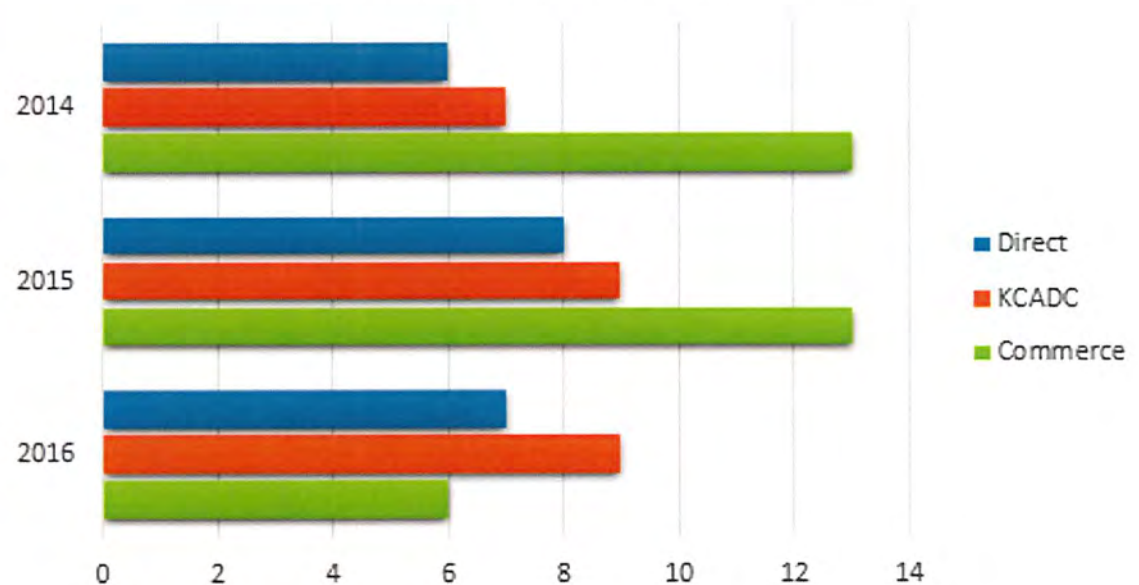
29 Active Projects

- Increased activity in Dec. and Jan.
- Short list for three projects



Leads Analysis

New Business Lead Sources



Highlights in Business Retention & Expansion



Jackie Steele, Business Retention and Expansion

COMPLETED TWO PROJECTS AS WINS

PROJECT SPENCER



PROJECT BROTHER



Highlights in Business Retention & Expansion

Steele, Business Retention and Expansion



11 Active Expansion Projects



Movement on Idle Projects



Potential Increase in project #

Procurement & Technical Assistance Center



Glenda Washington, Entrepreneurial & Minority Business Development



Source of Funding

Business Assisted



Contracts Obtained

Contracts Value

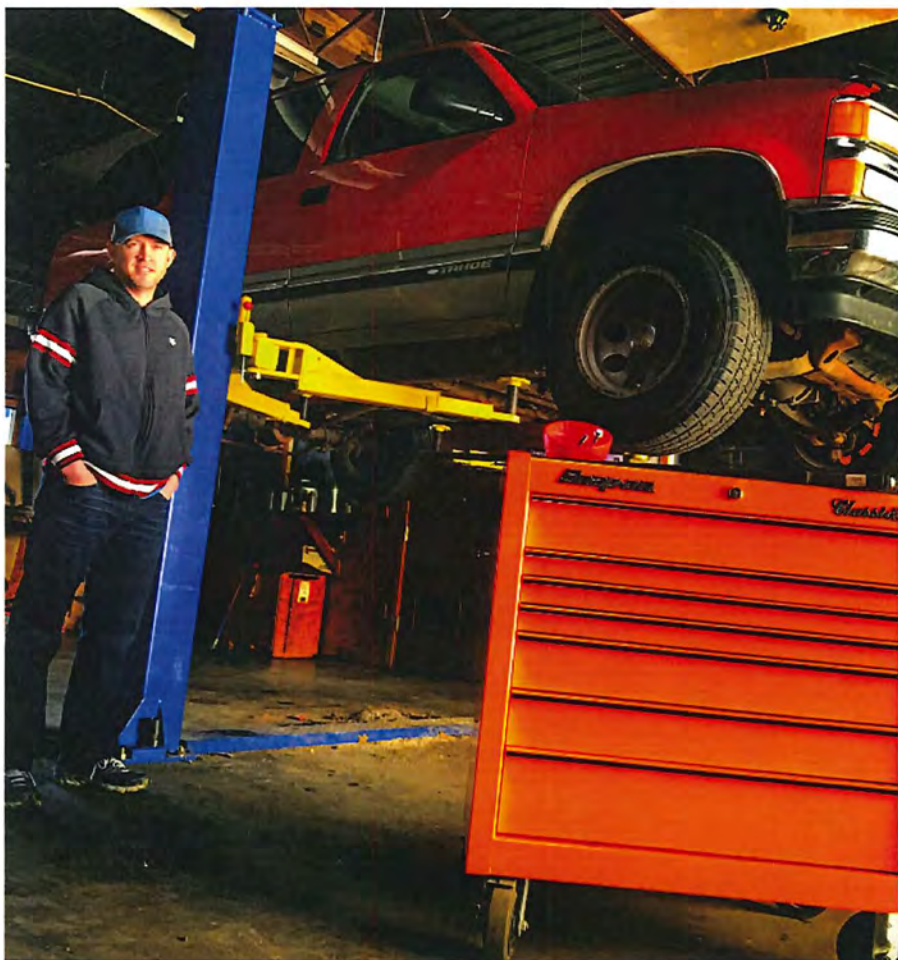


Federal Entities

Loan Fund & Incentives Program



Glenda Washington, Entrepreneurial & Minority Business Development



First Opportunity Loans



Current Book of Business



Loans Pending

Small Business Incentives



Six Active Requests



Site Visits

Topeka Angel Investors



Inda Washington, Entrepreneurial & Minority Business Development



Angel Investors



Entrepreneurs
Seeking Funding



MidAmerica
Investors

Workforce & Education Highlights



Barbara Stapleton, Workforce & Education



Bring Your "A" Game to Work,
essential skills training

Human Resources/Recruitment
Managers Breakout



Diversity & Inclusion

ACT Work Ready Communities



Summer Internship Program





Agenda Item No. 6

**JEDO Board Meeting
February 8, 2017 - 6:00 P.M.**

CONTRACT between GO Topeka and Menninger Army Reserve LLC for the purchase of property for the East Topeka Learning Center and assignment of the contract to JEDO. *(Approval would approve the purchase and change the purchaser from Go Topeka, Inc. to JEDO.)*



East Topeka Learning Center Project

Executive Summary

GO Topeka serves as the community leader in fostering opportunities for economic growth and prosperity for Topeka and Shawnee County. Included in our range of work through Workforce and Education, a significant component includes educating the community regarding the improvements necessary to be competitive and successful in today's business economy.

A primary outcome of the Holistic Economic Development Strategy in 2017 includes a recommendation to establish a physical center for workforce development training in East Topeka, which comes as no surprise, considering we have received prior and current stakeholder feedback identifying such a center as a high priority and have been in research and planning to convene relevant education and training partners, in addition to already identifying and potentially acquiring appropriate space in a highly accessible location.

This initiative as an East Topeka Learning Center will address other recommendations in the strategy, including efforts to reduce the financial burden of college degree and certificate programs for disadvantaged residents and connecting businesses with education providers to identify opportunities for new degree programs and curricula that support business growth.

Partnership with Washburn University and Washburn Institute of Technology

Washburn University and the Washburn Institute of Technology (Washburn Tech) recognize and fully support the need for expansion of programs and educational services for greater reach to the community. They strive to reduce barriers to post-secondary education, while developing work ready skills and being student-centered and teaching-focused. When considering services areas, feasibility considerations include program needs, location, proximity to transportation, population within the area, condition of existing building or construction of new building, the cost per square foot, and proximity to childcare.

Washburn Tech's positive track-record in working with business and industry through public-private partnerships is well documented. Not only are they home to four national training centers: Trane, Case Construction, BNSF, and Fiat-Chrysler; but strong partnerships directly related to the East Topeka Learning Center are currently in place with businesses, including the Topeka Home Builders' Association, Schneider Trucking, Werner Trucking, and J.B. Hunt. Advancing partnerships in building technology and commercial truck driving are thriving and continue to develop.

Upon completion of the facility, Washburn will be responsible for operational expenses, utilities, insurance, security and maintenance. JEDO, through GO Topeka, will provide \$500,000 per year for three years to furnish and support the new center, but Washburn's commitment is long-term. They project providing services to 400 students per year for ten years will equate to a cost for all 4000 students of \$1250 per student, a \$2050 less than the average tuition for a 2-year institution, according to the Lumina Foundation,

College Costs and Prices. Programming is projected to generate over 2000 CDL licenses, 1000 GED completers and 600 construction certificates, plus other certified and trained personnel in offered programs.

Programs

Programs to be offered have been assessed based upon high-wage, high-demand data from state-wide reported analysis. Those programs include commercial truck driving (CDL), building technology, healthcare technology, adult education and literacy services (GED), Adults Belong in College and workplace skills. Services will include academic and career advising, financial literacy, information literacy and technology, mentoring, military student success services, tutoring and health screenings.

As an example of the necessity of programs, CDL is the 3rd highest demand career in the state, with an estimated 240,000 jobs needed nationwide over the next ten years.

GED and Adult Education

There are 11,000 working adults in Shawnee County without a GED. Candidates in the selected area (zip codes 66605 and 66607) make up roughly 25% of the Topeka-area GED testers, but have no GED Adult Education facility and no GED testing facility in the selected area. The nearest Adult Education facility is Let's Help, Inc. on North Kansas Avenue. Of the candidates in the selected area, 59% of test takers reported attending an Adult Education site.

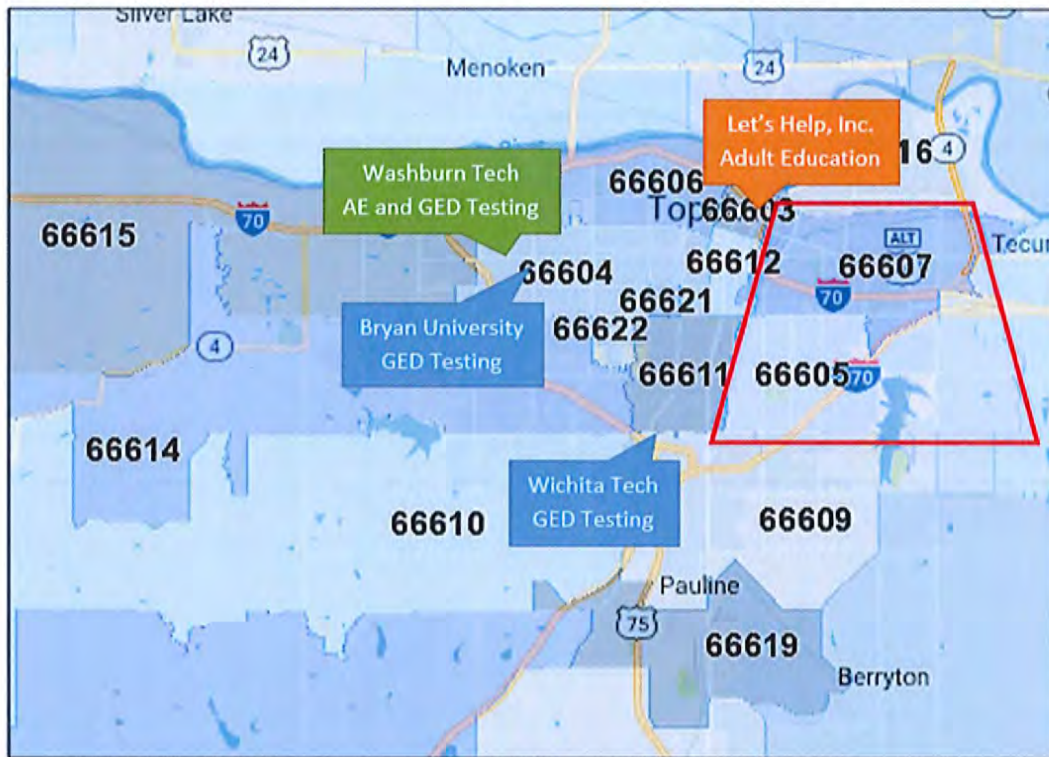
79% pass rate (National Pass rate is 82%)
397 GED tests taken, 25% of the Topeka Area tests
528 GED Ready tests taken, 25% of the Topeka Area tests

According to Chris Lemon, Associate Director of Adult Education at the Kansas Board of Regents, the 66605 and 66607 zip codes currently have the following enrollment in Adult Education:

- 129 students
- 15 ESL (English as a Second Language) students

All GED testers must attend a GED Testing site to sit for the GED tests. There are three GED Testing sites in the Topeka area, but only one which is close to the selected area, Wichita Technical Institute on S. Burlingame.

Topeka Adult Education and GED Testing Sites

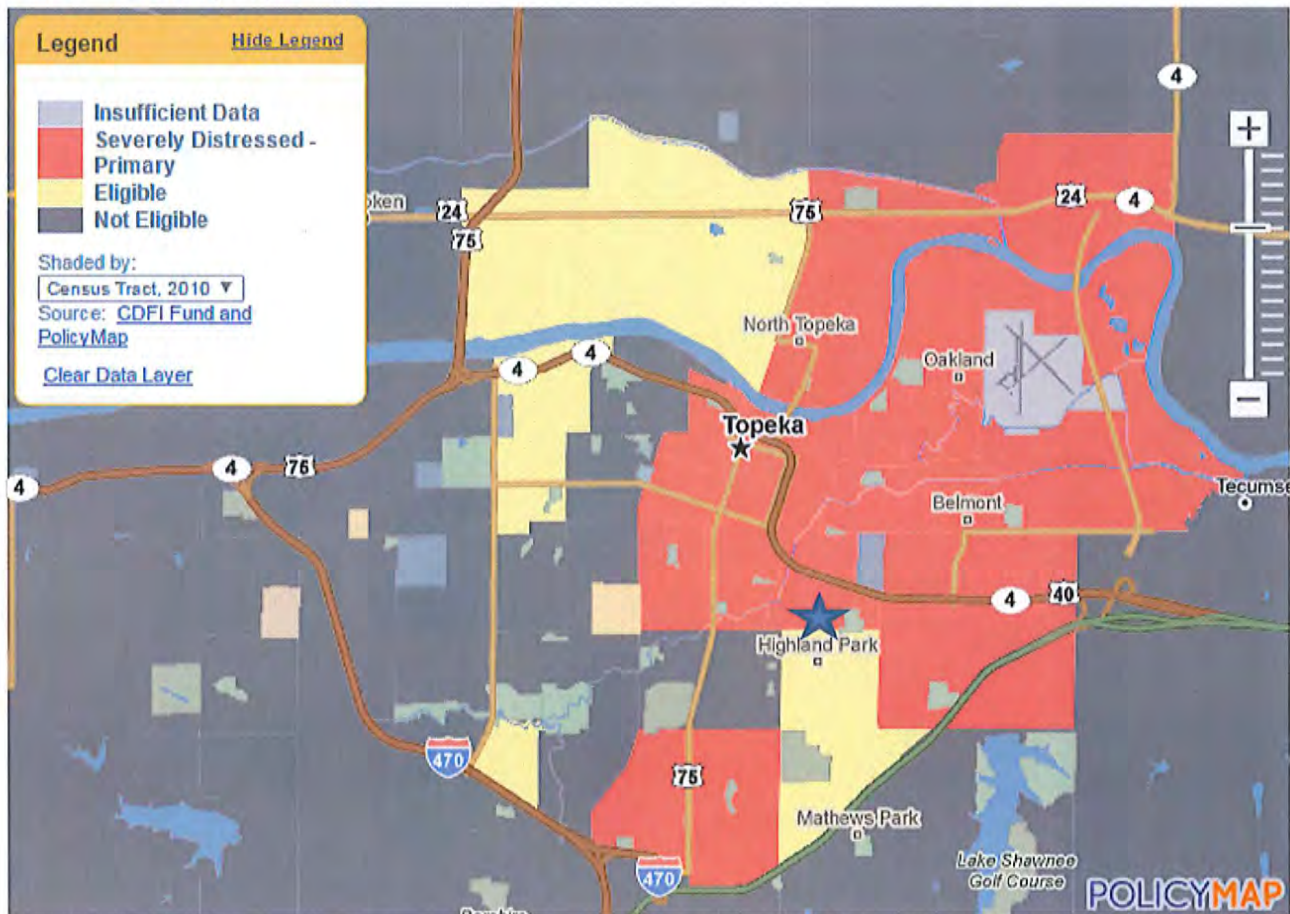


Location

The current selected location provides a central eastside site, directly on a bus route, and has a traffic count on 21st Street of over 10,000 vehicles daily. While it boasts high visibility because of its location, it is also flanked by high residential areas on all sides, with over 3,700 households with an income of less than \$25K and another 1,700 households with incomes between \$25K - \$35K in the 66605 and 66607 zip codes. In addition, it provides ease of highway and interstate access for the CDL program, and is situated adjacent to the Antioch Family Life Center and nearby to Hillcrest Community Center, both locations which could further develop partnerships and offer possible childcare resources.

New Markets Tax Credit (NMTC) Program Eligibility and Severely Distressed Status, for CY 2015. [details](#)

Kansas > Shawnee County > Topeka > Topeka



Workforce and Education

GO Topeka strives to grow, retain and attract talented and educated people to ensure a competitive future workforce for Topeka and Shawnee County and we understand that to provide a quality workforce we must focus not only on recruitment and college & career programming, but talent development and serving our existing populations in all areas of the community through Adult Education, certification programs and fostering stackable credential opportunities for our residents. The plans for the East Topeka Learning Center allow us to ensuring that education and training providers are well-aligned and have the resources they need to prepare the community's residents for certificates, college programs and careers. Because a well-educated workforce will produce the quality that employers need, we are focusing on addressing the 'talent pipeline' through well-planned, insightful educational opportunities such as the East Topeka Learning Center.

JEDO
East Topeka Learning Center Project & Budget Overview
February 8, 2017

Overview

- Public/Private Partnership with Washburn University Institute of Technology
- Washburn University Institute of Technology will be responsible for operational expenses, utilities, insurance, security and maintenance, which matches or exceeds partnership grant funds annually and in aggregate meets or exceeds total project budget.
- Supports strategy efforts to serve residents in an underserved area
 - Adult education services, GED testing site
 - High-wage, high-demand programs
 - Workplace skills
 - Financial literacy
 - Military student success services
 - Mentoring, tutoring and health screenings
- Connects businesses with education providers
 - Identifies opportunities for new degree programs
 - Provides curricula that supports business growth
 - Supports need to grow talent pipeline

Proposed Project

Site

- JEDO purchase of 6 acres at 2014 SE Washington Street for \$240,000

Budget

- Budget approval of up to \$4,000,000 for all construction costs, including asbestos removal, demolition, design, repair and remodel
- Approval to provide Washburn Tech \$500,000 per year for three years in partnership grant funds to furnish and support the new center

Acquisition costs	Purchase of 2014 SE Washington Street	\$240,000
	Phase I Environmental Study	\$2,200
	Closing costs or fees to acquire	\$57,800
Total Acquisition budget	<i>(budget dollars approved, December 2016 board)</i>	\$300,000

Environmental remediation	Asbestos abatement	\$100,000
Demolition costs		\$250,000
Rehabilitation costs	Architectural engineering design	\$275,286
	Rehab of existing structure	\$3,091,081
	Contingency	\$283,633
Total demo/remodel budget	<i>(approval recommended February 2017)</i>	\$4,000,000
Partnership grant	\$500,000 per year for three years	\$1,500,000
Total Project Budget		\$5,500,000

Recommendation

- Approve the contract and purchase of property
- Approve expenditure of project funds for the East Topeka Learning Center

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Commercial Real Estate Sale Contract

This Contract is made effective on the date of last signature by and between

Manninger Army Reserve LLC hereinafter called "Seller" and
Growth Organization of Topeka (GO Topeka) hereinafter called "Purchaser"

Notice Address:

Seller:
Manninger Army Reserve LLC
Attn: Meyer Landau
1221 E 8th St.
Brooklyn, NY 11230
Phone: 718-353-8882

Purchaser:
Growth Organization of Topeka
Attn: Mike Morse
435 S. Kansas Ave.
Topeka, KS 66603
Phone: 786-220-6304

E-Mail: jlcha@optonline.net

E-Mail: mike@gocommercial.com

1. PURCHASE AND SALE. Purchaser agrees to buy and Seller agrees to sell the real estate (Property) hereinafter described: Former Manninger Army Reserve located at SE 21st and SE Washington, Topeka, Kansas consisting of approximately 60,000 +/- square feet of building and approximately 283,973 square feet land.

The real estate is legally described as follows: As recorded by the Shawnee County Register of Deeds and verified by the Title company.

2. PURCHASE PRICE. The price for the property shall be Two Hundred Forty Thousand Dollars (\$240,000).

3. EARNEST MONEY. The Earnest Money in the amount of Ten Thousand Dollars (\$10,000) shall be deposited in the trust account of the Escrow Agent upon execution of this Contract and shall be applied toward the Purchase Price.

4. ESCROW AGENT AND TITLE COMPANY. The following company is hereby designated as the Escrow Agent and Title Company:
Lawyers Title of Topeka, Inc., 5715 SW 21st Street, Topeka, KS 66614
Phone: 785 271-3225 ext 301, Fax: 785 271-0482

5. TERMS OF PAYMENT. The Purchase Price less the Earnest Money paid in guaranteed funds or cashier's check at closing, subject to adjustments for taxes, other prorations, closing costs and other adjustments agreed to in Writing.

6. CONTINGENCIES. This Contract is subject to and conditioned upon the following Contingencies. If Purchaser is unable to satisfy the following contingencies within the specified time period, Purchaser shall give Seller written notice on or before end of the specified contingency period that the contingency is not satisfied, whereupon this Contract shall be terminated and the Earnest Money shall be refunded to Purchaser. If Purchaser fails to give such notice, these contingencies shall be deemed waived by Purchaser and Purchaser shall be deemed to be thoroughly acquainted and satisfied with the available financing, leases and contracts to be transferred at closing, and the physical condition of the property, other than as set forth in Section 16 of this Contract.

- a) **Board Approval:** Purchaser's ability to obtain Board Approval from the board of the Joint Economic Development Organization of Topeka (JEDO). Purchaser shall have until February 27th 2017 to receive board approval to purchase the property. If at any time between the execution of the contract and February 27th, 2017 that the JEDO votes to not purchase this property then the contract will be terminated the next business day and any and all financial obligations of the Purchaser shall cease.
- b) **Inspection of Leases and Contracts:** Seller agrees to provide Purchaser within ten (10) days after the effective date of this contract a complete copy of the all leases and contracts (including any addendums or amendments) under which Seller has any obligation or benefit and which will be transferred to Purchaser at closing. Purchaser shall have thirty (30) days after the effective date of this contract to accept said leases and contracts.
- c) **Inspection of Real Estate:** Seller shall grant Purchaser reasonable access to the Property for the purpose of inspecting the physical condition of the property at the Purchaser's sole expense. Purchaser's inspection rights shall include performing soil tests, environmental surveys, zoning, driveway easements, parking easements and right of way easements, structural, roof, mechanical, electrical, plumbing, termite, and such other inspections as Purchaser may reasonably request. Purchaser agrees to repair any damage to the property arising from the inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Purchaser's obligations imposed by this paragraph shall survive termination of this Contract. Purchaser shall have Forty-Five (45) days after the Effective Date of this Contract to determine that the physical condition of the property is suitable for Purchaser.

7. CLOSING. The closing of this sale shall be held at the office of the Escrow Agent on or before March 10th, 2017 and possession shall be delivered to Purchaser immediately after closing.

8. BROKERS. Both Purchaser and Seller acknowledge the following brokers in this transaction and their relationship as further defined in Section 24 of this contract. Purchaser agrees to pay at closing the following broker(s) a brokerage commission equal to the percentage of the sale price as listed under the Commission column.

Company:	Agent:	Relationship:	Commission
Kansas Commercial Real Estate Services Inc.	Mike Morse	Transaction Broker	5%

9. DEADLINE FOR ACCEPTANCE. Purchaser's offer to purchase the property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Purchaser on or before the earlier of (i) Purchaser delivering written notice to Seller that Purchaser's offer to enter into this Contract is withdrawn or (ii) August 30th, 2016, 5:00 PM

10. REPRESENTATIONS. Purchaser acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the

Seller's Initials M.L.

Purchaser's Initials [Signature]

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property, except as expressly set forth in this Contract. Seller represents and warrants that it has received no notice of any alleged violation of any environmental laws or governmental regulations and has no knowledge of any such violations, except as follows: None

11. EXISTING FINANCING. Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until closing. If this Contract provides that the property is being sold subject to any existing mortgage or deed of trust, Purchaser shall, at closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price for any deposits held by the holder of the mortgage or deed of trust that are transferred to Purchaser.

12. PRORATIONS. The following items shall be prorated as of the date of closing:

- (a) Rents, other than delinquent rents under the leases and tenancies listed on Exhibit "A". If any lease set forth in Exhibit "A" - provides for a minimum basic rent, additional rent or expense reimbursement plus percentage rent to be computed on the basis of a stated percentage of the tenant's monthly or annual revenue or volume of business, then for the purpose of prorating such percentage rents, it shall be assumed the revenue for each month or each year for which percentage rent is to be computed is the same as the revenue for the last calendar month or last calendar year, as the case may be, immediately before the close of escrow. Delinquent rents are rents which are not paid within ten days after they are due. Delinquent rents shall not be prorated and shall remain the 1) property of the Seller, except that the Purchaser shall be entitled to receive and retain all rents allowable to the period after closing.
- (b) All security deposits and lease considerations held by Seller shall be delivered by Seller at closing, and shall be represented and warranted by Seller as the only security deposits or lease considerations in its possession.
- (c) Real estate taxes and installments of special assessments for the current year.
- (d) Charges under the service contracts listed on Exhibit "A". The net balance of the foregoing prorations, if in favor of Seller, shall be added to the cash required to be paid by Purchaser, before closing; or, if in favor of Purchaser, shall be deducted from such cash required. No prorations will be made of public utilities, but, in lieu thereof, Seller will cause the respective utility companies to read the gas, water, electric, and power meters on the morning of closing, and will pay such invoices when rendered.

13. TITLE. Marketable fee simple title shall be conveyed at closing by general warranty deed, subject to easements, restrictions of record and zoning regulations. Seller shall pay at or before closing all taxes and special assessments for prior calendar years. Purchaser shall pay current year's taxes and special assessments subject to the proration provision of paragraph 12. Seller shall execute such bills of sale or other documents necessary to convey title of the property to Purchaser.

14. TITLE INSURANCE. Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title vested in Purchaser in the amount of the purchase price as of the time and date of recordation of Seller's General Warranty Deed. Seller shall, as soon as possible and not later than fifteen (15) days after the Effective Date of this Contract, cause to be furnished to Purchaser, a current commitment to issue the policy from a title company authorized to do business in Kansas and as referenced in Section 4. Purchaser shall have ten (10) days after receipt of the Title Commitment in which to notify Seller in writing of any objections Purchaser has to any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Purchaser does not object shall be deemed to be permitted exceptions to the status of Seller's title. With regard to items to which Purchaser does object, Seller shall have until closing to cure the objections. If Seller does not cure the objections by closing, this Contract shall automatically be terminated unless Purchaser waives the objections on or before closing.

15. MECHANIC'S LIEN. Seller shall pay all contractors, laborers, materialmen or suppliers for all work done or material furnished to the above property prior to closing of this Contract which might form the basis of a mechanic's lien. Seller shall indemnify and hold Purchaser harmless from any obligation for payment of any amounts by reason of any mechanic's lien which may be filed for labor performed or material furnished prior to the closing of this Contract.

14. CONDUCT OF BUSINESS PRIOR TO CLOSING.

(a) Seller shall continue to maintain, repair, manage, and operate the property in the same manner as it is now conducted, reasonable wear and tear excepted, and shall perform all obligations under the leases and contracts referred to in Exhibit "A" until closing and the delivery of possession of the property to Purchaser. Except as provided in subparagraph (b) of this paragraph, Purchaser shall have no rights with respect to the management, operation, or conduct of the property until closing.

(b) Seller shall submit to Purchaser, for his approval, after the execution hereof, any contract or lease relating to the property which Seller contemplates executing. Seller shall not execute any such contract or lease until it is first approved in writing by Purchaser. Seller, however, shall not be required to execute a contract or lease because it has been submitted to Purchaser for approval and approved by him. Purchaser will not unreasonably withhold approval of any contracts or leases submitted to Purchaser for approval by Seller. Seller shall not modify, extend, renew, cancel, or surrender any of the existing leases or contracts in Exhibit "A" without Purchaser's written consent in each instance.

(c) If Purchaser approves any such contract or lease, in writing, and it is subsequently executed by Seller, an executed copy of the contract or lease shall be deposited by Seller into the escrow.

Purchaser shall accept and assume all of the terms, provisions, covenants and conditions which Seller is required to observe, perform and keep in each contract or lease that Purchaser approves under subparagraph (c) of this paragraph, and which is executed by Seller. Purchaser shall indemnify and hold Seller harmless from and against any claim, demand, or cause of action asserted against Seller arising from a breach, violation, or failure to perform any provision of any such contract or lease that allegedly occurs after closing. Seller shall hold Purchaser harmless from any claim, demand, or cause of action asserted against him arising from any breach, violation, or failure to perform any provision of any such contract or lease that allegedly occurs before closing.

16. INSURANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION. Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the property until closing. If, before closing, all or any material part of the property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the property or any part thereof, or if all or any material part of the property is destroyed or materially damaged before closing, Seller shall promptly provide written notice to Purchaser of any such event. Upon notice of such occurrence, Purchaser may reinspect the property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at closing, assign and transfer to Purchaser, all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If

Seller's Initials M.L.

Purchaser's Initials [Signature]

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a non-material change in condition occurs with respect to the property, Seller shall remedy such change before closing. The provisions of this paragraph shall survive closing or termination of this Contract.

17. FOREIGN INVESTMENT. Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver Seller's tax identification number at closing.

18. TERMINATION. If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Purchaser, shall be entitled to an immediate return of the earnest money deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

19. DEFAULT AND REMEDIES. Seller or Purchaser shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Purchaser under this Contract, the other party shall have the following remedies:

(a) If Seller defaults, Purchaser may (i) specifically enforce this Contract and recover damages suffered by Purchaser as a result of the delay in the acquisition of the property; or (ii) terminate this Contract by written notice to Seller, and, at Purchaser's option, pursue any remedy and damages available at law or in equity. If Purchaser elects to terminate this Contract, the earnest money shall be returned to Purchaser upon written demand.

(b) If Purchaser defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the property; or (ii) terminate this Contract by written notice to Purchaser, and, at Seller's option, either retain the earnest money as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Purchaser's breach, and that the earnest money represents a fair approximation of such actual damages as the parties can now determine) or pursue any other remedy and damages available at law or equity.

(c) If, as a result of a default under this Contract, either Seller or Purchaser employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the nondefaulting party for all reasonable attorney's fees, court costs and other legal expenses incurred by the nondefaulting party in connection with the default.

20. DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS. The company referred to in Section 4 is hereby designated as Escrow Agent for both parties and the Earnest Money and all documents shall be deposited with the Escrow Agent. In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the Escrow Agent from distributing the earnest money or other escrowed funds or documents, once deposited, without the written consent of all parties to this agreement. Purchaser and Seller agree that failure by either to respond in writing to a certified letter from broker within seven days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit or other escrow funds or documents within 30 days of notice of cancellation of this agreement shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto. A party's signature on a closing statement prepared by the Escrow Agent or Closing Agent shall constitute such consent.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the earnest money or from other funds deposited with the Escrow Agent.

21. ENTIRE AGREEMENT AND MANNER OF MODIFICATION. This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

22. NOTICES. All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 20 of this Contract) shall be in writing and shall be served by fax, e-mail, hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth on page one of this Contract, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

23. ASSIGNMENT. Purchaser may not assign this Contract without the written consent of Seller.

24. DISCLOSURE: THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH KANSAS REAL STATE LAWS AND RULES AND REGULATIONS. The following real estate brokerage relationships are available in Kansas. The brokerage relationships offered by KS Commercial Real Estate Services, Inc. are Transaction Broker, Buyer/Tenant Agency, and Seller/Landlord Agency. KS Commercial Real Estate Services, Inc. and any cooperating broker have disclosed to both Landlord and Tenant their brokerage relationship per page one of this Contract. The Landlord and Tenant acknowledge that this disclosure was previously given to them.

- a) Seller/Landlord Agency Only. (Buyer/Tenant not represented) Listing Broker and Listing/Selling Agent are acting as agent for Seller/Landlord only ("Seller's Agent") and not as agent for Buyer/Tenant. Buyer/Tenant is not represented.
- b) Buyer/Tenant Agency Only. (Seller/Landlord not represented) Selling Broker and Selling Agent are acting as agents for Buyer/Tenant only ("Buyer's Agents") and not as agent for Seller/Landlord. Seller/Landlord is not represented.
- c) Separate Single Agency. (Seller/Landlord and Buyer/Tenant each have separate agents) Listing Broker and Listing Agent are acting as agent for Seller/Landlord only ("Seller's Agents") and not as agent for Buyer/Tenant. Selling Broker and Selling Agent are acting as agent for Buyer/Tenant only ("Buyer's Agents") and not as agent for Seller/Landlord.
- d) Seller/Landlord Sub-Agency. (Buyer/Tenant not represented) Listing Broker and Listing Agent are acting as agent for Seller/Landlord only ("Seller's Agents") and not as agent for Buyer/Tenant. Selling Broker and Selling Agent are acting as agent for Seller/Landlord only ("Seller's Sub-Agents") in cooperating with Listing Broker and Listing Agent and not as agent for Buyer/Tenant. Buyer is not represented.
- e) Designated Agency. Listing Agent is acting as agent for Seller/Landlord only ("Seller's Agent") and not as agent for Buyer/Tenant. Selling Agent has been designated by Broker to act as legal agent for Buyer/Tenant only ("Designated Agent") and not as agent for Seller/Landlord. Broker is acting in a limited capacity.

Seller's Initials M.L.

Purchaser's Initials VP

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- f) **Transaction Broker.** Broker and his/her affiliated licensees assist one more parties without being an agent for advocate for the interests of any party to the transaction. A broker, acting as a Transaction Broker, is not an agent for either Landlord or Tenant and does not advocate the interests of either party, but is responsible for assisting both parties in closing the transaction. A Transaction Broker has the following rights and obligations:
- A) **MATTERS THAT CAN BE DISCLOSED.** Except as provided in B below, licensees acting as a Transaction Broker regarding the lease of commercial property may disclose the following information unless prohibited by the parties:
 - (1) That a Tenant is willing to pay more than the lease rate offered for the property;
 - (2) That a Landlord is willing to accept less than the lease rate for the property;
 - (3) What motivating factors are for any party leasing the property; or
 - (4) That a Landlord or Tenant will agree to financing terms other than those offered.
 - B) **MATTERS THAT CANNOT BE DISCLOSED.** Licensees acting as a transaction Broker shall not disclose any information or personal confidences about a party to the transaction which might place the other party at an advantage over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.
 - C) **NO DUTY TO INVESTIGATE.** Licensees acting as a Transaction Broker have no duty to conduct an independent inspection of the property for the benefit of any party to the transaction; to independently verify the accuracy or completeness of statements made by the Landlord, Tenant or qualified third party inspectors; to conduct an independent investigation of the Tenant's financial condition; or to verify the accuracy or completeness of any statement made by the either party.
 - D) **DUTY TO DISCLOSE MATERIAL FACTS.** Licensees acting as a Transaction Broker have the same duty to disclose material facts as a seller's, Landlord's or Tenant's agent.

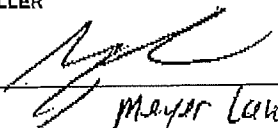
26. DUE DILLIGENCE EXPENSES: If Purchaser closes on the property then Purchase will be responsible for all property tax expenses for the property from the Effective Date of the contract until closing. In addition, Purchaser will take over the exterior yard maintenance of the property while the property is under contract. The yard maintenance will be performed at the same level as the property has been cared for over the last few years.

26. This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

27. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT. THIS CONTRACT IS A LEGALLY BINDING DOCUMENT, IF NOT UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.

It is the intent of the Seller to perform an IRC Section 1031 tax deferred exchange by trading the property herein. Purchaser agrees to execute an Assignment Agreement at the request of Seller at no additional cost or liability to Buyer.

IN WITNESS WHEREOF, the parties have signed their names as of the date opposite their signature.

SELLER

 By: Meyer Landau Date: 8-30-16

PURCHASER

 By: Matt Plvornik, CEO Date: 8-26-2016

Seller's Initials M.L.

Purchaser's Initials MP

FIRST AMENDMENT TO COMMERCIAL AND INDUSTRIAL REAL ESTATE CONTRACT

This **FIRST AMENDMENT** to commercial Real Estate Contract is made and entered into by and between **Menninger Army Reserve LLC** ("Seller"), and **Growth Organization of Topeka (Go Topeka)** ("Purchaser"). Seller and Purchaser previously entered into that certain Commercial Real Estate Contract dated August 30th, 2016 ("Contract") pertaining to the Property identified as **Former Menninger Army Reserve located at SE 21st and SE Washington, Topeka, Kansas consisting of approximately 60,000 +/- square feet of building and approximately 263,973 square feet land.**

NOW THEREFORE, in consideration of mutual covenants herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree that the Contract shall be amended as follows:

Purchaser – The contract shall be assigned to and the new Purchaser shall be the Joint Economic Development Organization of Topeka & Shawnee County.

Except as specifically provided herein, the original Contract entered into by Seller and Purchaser shall continue to be in full force and effect upon those terms and conditions as therein stated. No prior or contemporaneous agreements, oral or written, shall be of any force and effect, it being presumed that same have merged in this Amendment.

IN WITNESS WHEREOF, this Amendment is made and entered into by and between Seller and Purchaser and shall be effective **upon execution.**

SELLER: **Meyer Landau**

Date: _____

PURCHASER: **Matt Pivarnik, CEO, Growth Organization of Topeka**

Date: _____

**Mayor Larry Wolgast, Chair, Joint Economic
Development organization of Topeka & Shawnee County**

Date: _____

Clarence.
Item 6.

JEDO MEETING: 2/8/2017

POSSIBLE MOTIONS:

Item 6 (East Topeka Learning Center)

Motion to approve: (1) the purchase contract and the assignment of the contract from GO Topeka to JEDO; and (2) the project budget of \$5.5 million.

~~5.5 million~~ 4.5 million
~~demo funded \$4 million~~
\$1.5

Item 9. (Economic Development Agreement)

Motion to authorize the JEDO Chair to begin the process of negotiating a contract with GO Topeka for economic development services beginning in January of 2018 for a 3 year period.

Item 6. - Revised 02-08-17

JEDO
East Topeka Learning Center Project & Budget Overview, Revised
February 8, 2017

Overview

- Public/Private Partnership with Washburn University Institute of Technology
- Washburn University Institute of Technology will be responsible for operational expenses, utilities, insurance, security and maintenance, which matches or exceeds partnership funds annually and in aggregate meets or exceeds total project budget.
- Supports strategy efforts to serve residents in an underserved area
 - Adult education services, GED testing site
 - High-wage, high-demand programs
 - Workplace skills
 - Financial literacy
 - Military student success services
 - Mentoring, tutoring and health screenings
- Connects businesses with education providers
 - Identifies opportunities for new degree programs
 - Provides curricula that supports business growth
 - Supports need to grow talent pipeline

Proposed Project

Site

- 6 acres at 2014 SE Washington Street under contract for purchase price of \$240,000

Budget

- Budget of up to \$4,000,000 for all construction costs, including asbestos removal, demolition, design, repair and remodel

Program Subsidy

- Investigating funding sources (New Markets Tax Credits or NMTC) to provide partnership funds of \$500,000 per year for three years on a cost reimbursement basis to furnish and support the new center, once gap funding is secured

Acquisition costs	Purchase of 2014 SE Washington Street	\$240,000
	Phase I Environmental Study	\$2,200
	Closing costs	\$15,593
	Contingency	\$42,207
Total Acquisition budget	<i>(budget dollars approved, December 2016)</i>	\$300,000

Environmental remediation	Asbestos abatement	\$100,000
Demolition costs		\$250,000
Rehabilitation costs	Architectural/engineering design	\$275,286
	Rehab of existing structure	\$3,091,081
	Contingency	\$283,633
Total demo/remodel budget	<i>(approval recommended February 2017)</i>	\$4,000,000
Partnership funds	\$500,000 per year for three years	\$1,500,000
Total Project Budget		\$5,500,000

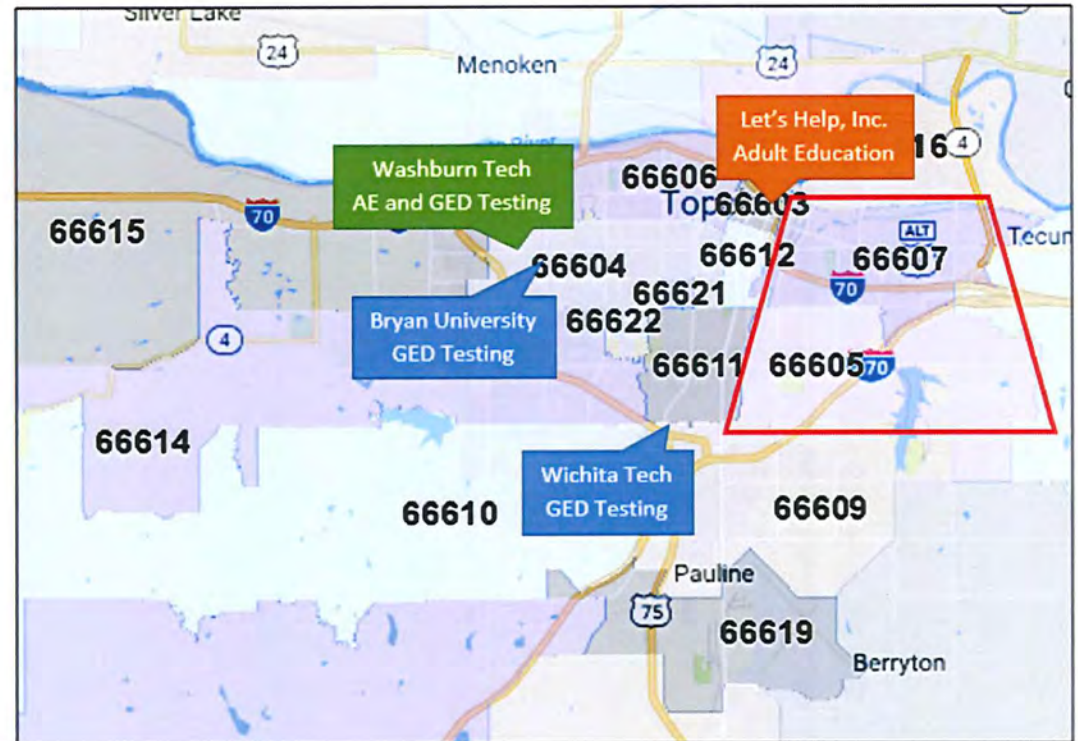


East Topeka Learning Center

Barbara Stapleton, Workforce & Education

- Partnership with Washburn University Institute of Technology
(Serving Approximately 400 Students per Year)
- High Wage High Demand Programs
 - Commercial Truck Driving
 - Building Technology
 - Healthcare Technology
- Services
 - Academic and Career Advising
 - Financial Literacy
 - Information Literacy & Technology
 - Mentoring
 - Military Student Success Services
 - Tutoring and Health Screenings

Topeka Adult Education and GED Testing Sites



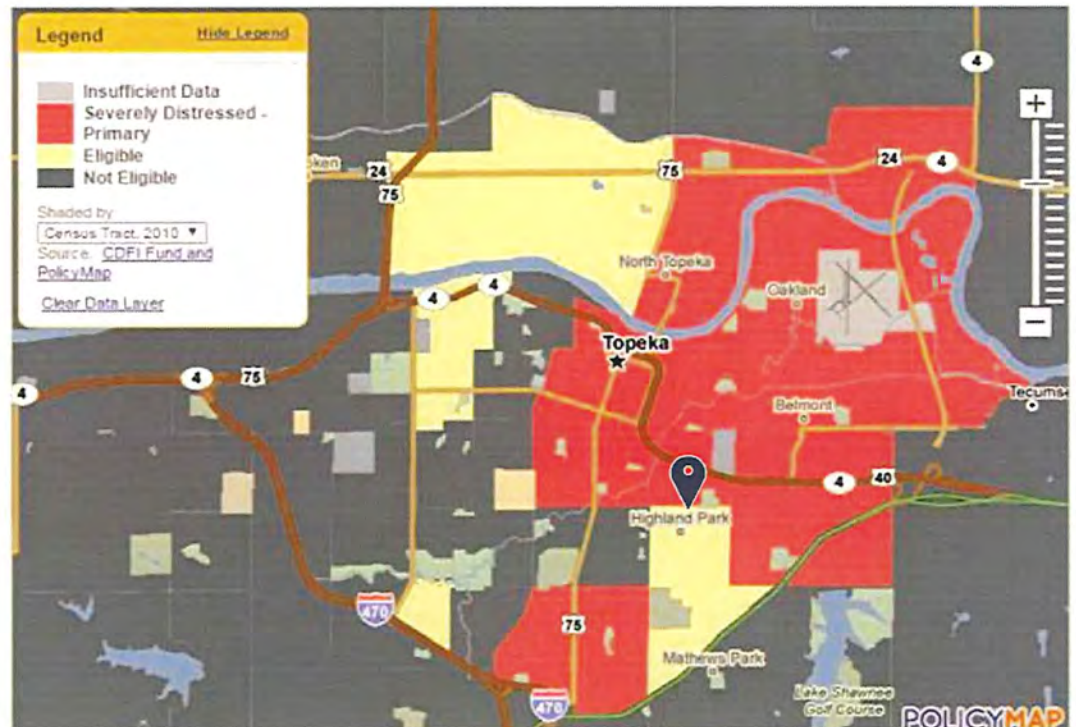
East Topeka Learning Center

Barbara Stapleton, Workforce & Education

- Addresses a Key Location
 - Over 3,700 Households with an Income of Less Than \$25,000
- Project May Meet Criteria for New Markets Tax Credits (NMTC)
 - The NMTC Program may provide up to \$1M
 - The NMTC Program requires "but-for" tests
 - Identify potential funding sources for partnership dollars, provides justification for the "but-for" test

New Markets Tax Credit (NMTC) Program Eligibility and Severely Distressed Status, for CY 2015. [details](#)

Kansas > Shawnee County > Topeka > Topeka



East Topeka Learning Center Site

Barbara Stapleton, Workforce & Education



East Topeka Learning Center Project Budget

Barbara Stapleton, Workforce & Education

Acquisition costs	Purchase of 2014 SE Washington Street	\$240,000
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Partnership funds	\$500,000 per year for three years	\$1,500,000
Total Project Budget		\$5,500,000

East Topeka Learning Center

Barbara Stapleton, Workforce & Education

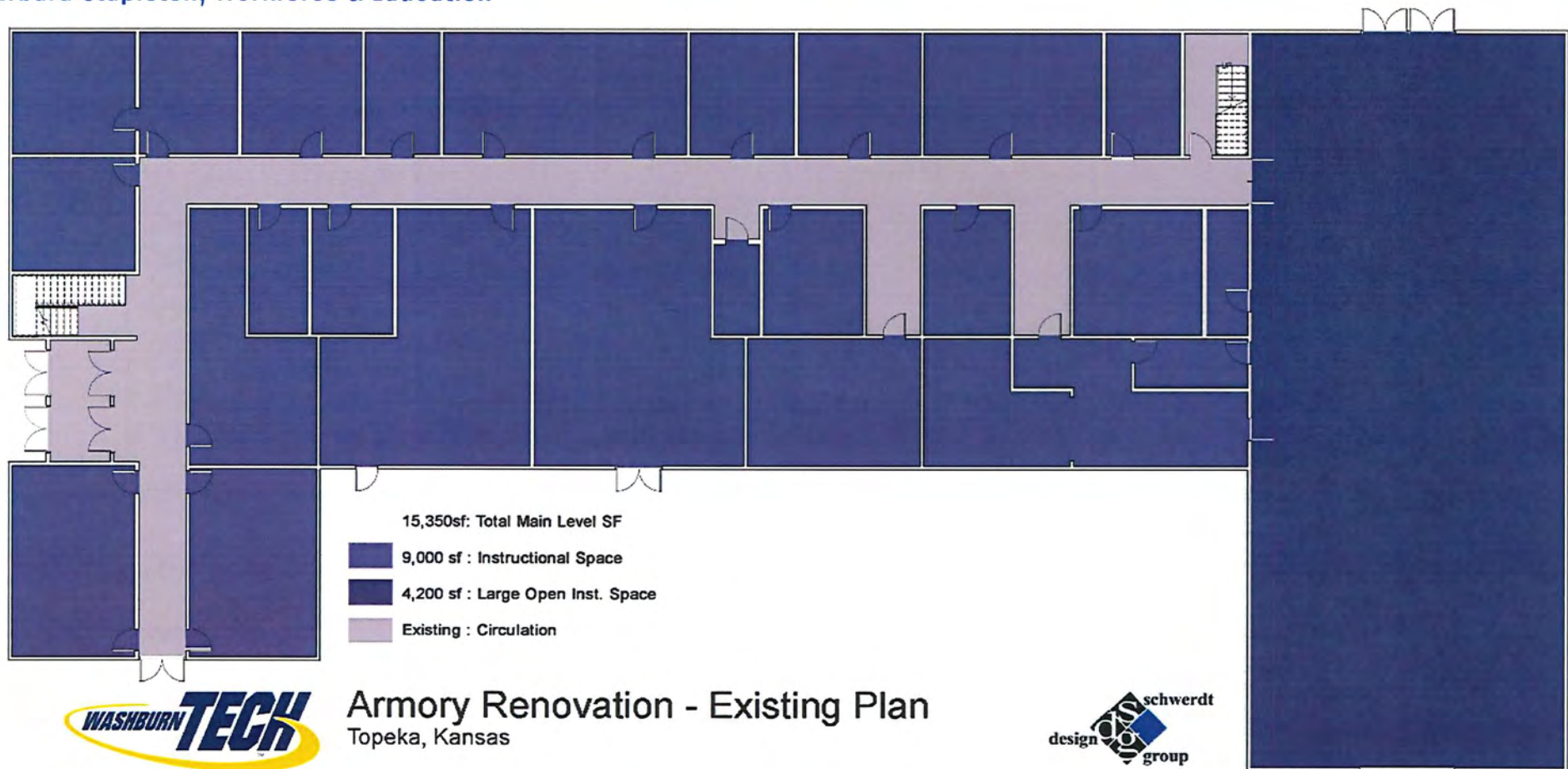


6 acres at 2014 SE Washington Street
under contract for \$240,000

- Budget of up to \$4M for all construction costs, including asbestos removal, demolition, design, repair and remodel
- Investigate funding sources (NMTTC), future consideration to provide partnership funds of \$500K per year for three years, once funding gap addressed

East Topeka Learning Center Schematic

Barbara Stapleton, Workforce & Education





Agenda Item No. 7

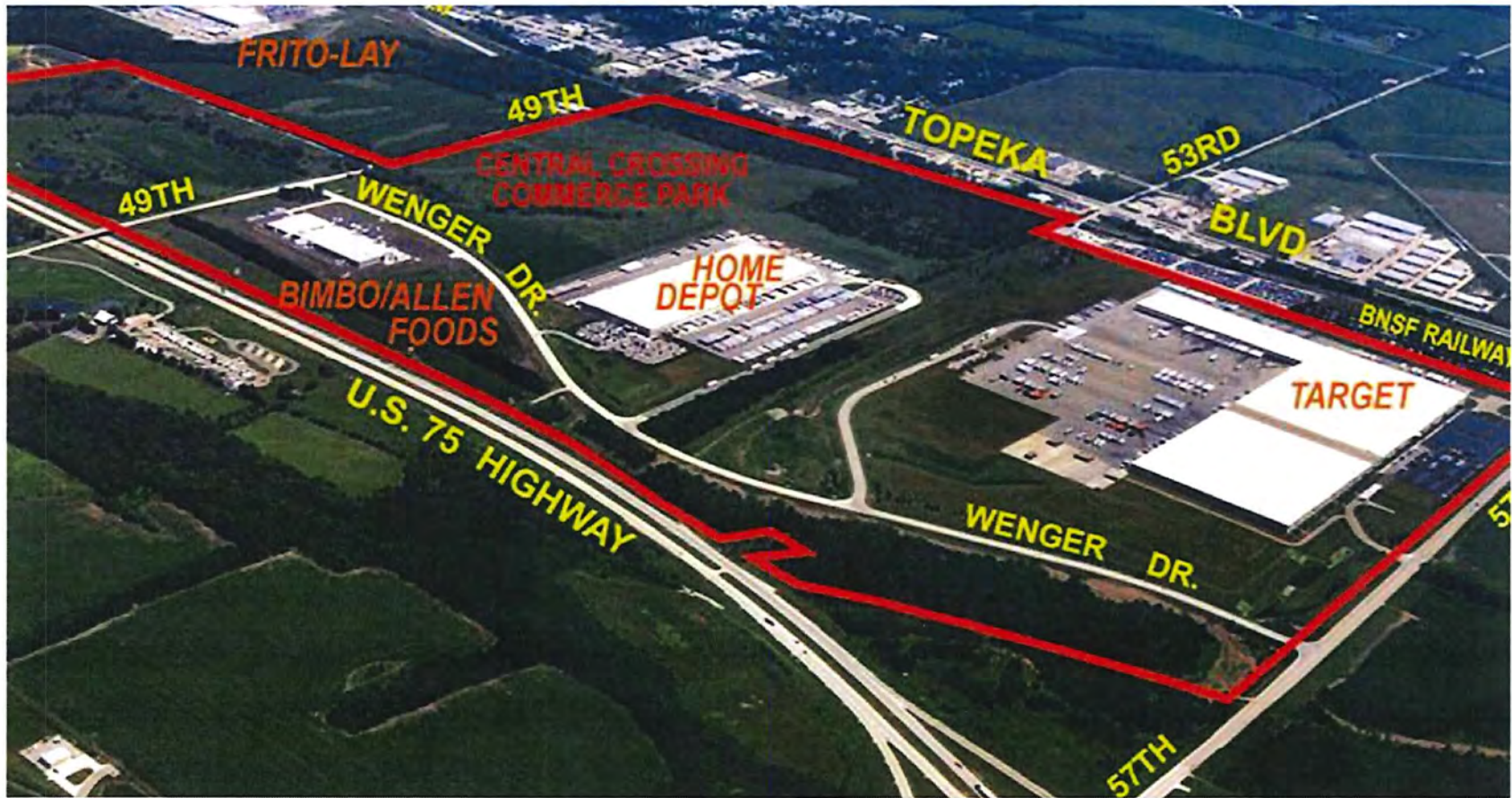
**JEDO Board Meeting
February 8, 2017 - 6:00 P.M.**

**49th Street Improvement
Discussion and Possible Action**



49th Street Improvement

Molly Howey



49th Street Improvement

Molly Howey



Enhances Central
Crossing Commerce Park

Business owners in area
will benefit



Creates another access road

49th Street Improvement

Molly Howey



Total Project Cost
\$2.1 Million

\$619,000 Benefit District
Responsibility



GO Topeka's additional
responsibility for upsizing:
\$1,460,000





Agenda Item No. 8

**JEDO Board Meeting
February 8, 2017 - 6:00 P.M.**

**Request for Proposal
Broadband Consulting Services**

City of Topeka & Shawnee County



MEMORANDUM

Date: February 1, 2017
To: JEDO Members
From: Broadband Task Force
Purpose: Approval of the Request for Proposal for Broadband Consulting Services

The Intergovernmental Cooperation Council (ICC) initiated discussion on the broadband initiative several years ago. As a result of those discussions, the City of Topeka and Shawnee County as a single community were selected as a pilot community to address high speed broadband service delivery by the Kansas Department of Commerce Statewide Broadband Initiative.

Additionally since the beginning of 2016 the Mayor's Broadband Task Force (members include school districts, city, county, library and Go Topeka representatives) has been meeting to determine next steps for improving broadband. As a result of those discussions it was recommended that an RFP be issued to contract with a consulting firm to assist our community to formulate and execute a plan to form a Public/Private Partnership.

The key objective of a resulting plan is to:

“Address the region's economic and community development; as well as quality of life through improving countywide access and utilization of sufficient, reliable, and affordable broadband infrastructure”.

Two members of the Broadband Task Force will be in attendance at the February 8th JEDO meeting for a short presentation.

Gina Millsap-Chief Executive Officer of the Topeka & Shawnee County Public Library

Dr. Martin Stessman- Superintendent of Shawnee Heights Unified School District 450

REQUEST FOR PROPOSAL FOR BROADBAND CONSULTING SERVICES

Introduction: The Topeka and Shawnee County Joint Economic Development Organization (JEDO) is requesting responses from qualified consulting firms to assist JEDO in discovering and implementing a plan/public-private partnership necessary to provide sufficient, reliable, and affordable high speed broadband service delivery to the residents of Topeka and Shawnee County. Information regarding JEDO can be found at <http://www.jedoecodevo.com>.

Background: The Joint Economic Development Organization is a body made up of City of Topeka Council and Board of County Commissioners of the County of Shawnee, Kansas elected officials who oversee the use of revenue from a countywide half-cent sales tax that county voters approved in a ballot question election. The voting members of the board include the three County Commissioners, the Mayor and Deputy Mayor and two city councilmembers of the City of Topeka. The remaining city councilmembers are ex-officio non-voting members of the board. Shawnee County, Kansas is the third largest county in the state of Kansas and is home of the capital city, Topeka. The County encompasses five cities (Topeka, Silver Lake, Auburn, Rossville and Willard) and twelve Townships with a population of approximately 184,000. The Topeka Metropolitan Service Area (MSA) includes five counties total with a population in excess of 230,000.

Shawnee County enjoys a central geographic location with Interstate 70, Interstate 335 (Interstate 35 only a short distance away) and Highway 75 reaching all four directions. The Kansas River runs through the center of downtown Topeka. Kansas City International Airport is located about an hour away. Washburn University calls Topeka home and the University of Kansas is a short distance to the east and Kansas State University to the west. These Universities draw young talent to Topeka to make up a diverse and highly skilled workforce. Washburn Institute of Technology provides specialized training for the manufacturers and businesses in the area. The community has a robust quality of life including multiple golf courses and parks, trails, World Famous Topeka Zoo, the Topeka Performing Arts Center, and the Kansas Expocentre.

The Intergovernmental Cooperation Council (ICC) initiated discussion on the broadband initiative several years ago. As a result of those discussions, the City of Topeka and Shawnee County as a single community was selected as a pilot community to address high speed broadband service delivery by the Kansas Department of Commerce (KDOC) in August of 2014 as part of the Kansas Department of Commerce Statewide Broadband Initiative. The definition of a single community for the purposes of this RFP is all taxing entities, anchor institutions, businesses and citizens residing within Shawnee County. The pilot project is supported by the KDOC final report that can be found at <https://tscpl.org/community-broadband>. The KDOC final report determined the following feasibility information necessary to support a fiber to the premise plan:

- A Broadband Impact Potential Index of 1.39 using the economic data and analysis tool IMPLAN as the primary economic impact modeling platform. Economic impact study results and summary of methodology can be found in Appendix: B of the KDOC final report.
- Feasibility for a city-wide fiber network that passes each home and business to be deployed and maintained in Topeka using the Gigabit Broadband Model. The Business Case Study, Key Assumptions and Inputs can be found in Appendix: C of the KDOC Final Report.

Purpose: The purpose of this RFP is to contract with a consulting firm to assist JEDO to formulate and execute a plan to form public-private partnerships necessary to build and operate a fiber to the premise network within the City of Topeka, and/or to build and operate fiber to the premise networks within the rural townships of Shawnee County and/or to build and operate a Wireless Internet Service Provider infrastructure within the rural areas of Shawnee County.

Objective: The primary objective of a resulting plan is to:

“Address the region’s economic and community development; as well as quality of life through improving countywide access and utilization of sufficient, reliable, and affordable broadband infrastructure”

Plan Execution Strategy: Consulting services provided for the purpose of this RFP will be utilized by the JEDO Board in an incremental and phased approach. Movement from phase to phase is contingent upon successful completion of the preceding phase. The JEDO Board and/or its designees will be the authority to determine successful completion and acceptance of each phase. The successful respondent shall provide a not to exceed estimate for each phase. The JEDO Board and/or its designees reserve the right at any time to remove any step within a phase and add additional requirements and services within each phase. Removal of steps within each phase or the addition of requirements within each phase shall be transacted through change orders. The change order process shall be based on a mutually agreeable process and change order documentation. Each change order shall be priced not to exceed prior to final acceptance. There will be no set time frame between the start and completion of each phase. While it is the desire of the JEDO Board to strive to reach each goal as rapidly as possible, each goal is contingent upon community acceptance, the formation of sustainable and cost effective public-private partnerships and the discovery and identification of potential initial and on-going funding and revenue sources. All respondents shall be willing to enter into a collaborative and contractual partnership with JEDO.

Services: The successful respondent shall be capable of providing the following services based on the following proposed plan execution strategy:

Phase-1 – Analysis

1. The successful respondent shall meet with stakeholders to hold a Phase-1 kickoff meeting.
2. The successful respondent shall establish subject matter expertise with all aspects of the Topeka City & Shawnee County Local Community Technology Planning Pilot Project KDOC final report and supporting documentation.
3. The successful respondent shall perform a review of the economic impact study contained in the KDOC final report and provide an opinion to validate if the findings within the KDOC final report are accurate and viable.
4. The successful respondent shall perform a review of the business case for high-speed broadband within Topeka and Shawnee County contained in the KDOC final report and provide an opinion to validate if the findings within the KDOC final report are accurate and viable.
5. The successful respondent may need to consult with VisionTech360 and CostQuest Associates to fulfill steps 3 and 4.
6. The successful respondent shall compile a consultant's report based on findings and opinions formulated from steps 2-4 with recommendations to include an opinion regarding the need for a revised demand study.
7. The successful respondent shall meet with stakeholders to present the consultant's report, recommendations for moving forward, obtain stakeholder feedback, work with stakeholders to provide decision support and to work with stakeholders to gain consensus necessary to move to Phase-2.
8. The successful respondent shall create a presentation explaining the consultant's report and stakeholder feedback necessary to present to the JEDO Board.
9. The successful respondent shall meet with stakeholders to present the consultant's presentation for the JEDO Board and obtain stakeholder feedback regarding the consultant's presentation and any potential changes.

Phase-2 – Presentation

1. The successful respondent shall meet with the JEDO Board to present an overview and assessment of the consultant's report to include results of the final stakeholder meeting held during Phase-1 step 7.
2. The successful respondent shall meet with the JEDO Board and designees to enter into discussion and provide decision support necessary to potentially take the following actions:

- To arrive at a decision to prepare and submit a Request for Information (RFI) necessary to seek out and identify public-private partners interested in building and operating a fiber to the premise network within the City of Topeka.
- To arrive at a decision to prepare and submit an RFI necessary to seek out and identify public-private partners interested in building and operating a fiber to the premise network within the rural townships of Shawnee County.
- To arrive at a decision to prepare and submit an RFI necessary to seek out and identify public-private partners interested in building and operating a Wireless Internet Service Provider infrastructure within the rural areas of Shawnee County.
- To prioritize the order of each potential action.
- To establish a proposed timeline and schedule for executing each potential action.
- To arrive at a decision to look at alternative actions necessary to meet objective listed on page 1 in the event there is no interest by the JEDO Board to release an RFI or RFI's.

Phase-3 – RFI Execution

1. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to draft the necessary RFI or RFI's based on the direction and decisions from Phase-2.
2. The successful respondent shall present the proposed RFI or RFI's to the JEDO Board and/or designees and legal counsel necessary to obtain approval for public release.
3. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to publically issue the RFI or RFI's.
4. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to coordinate the RFI process and to gather information and provide answers to questions submitted by potential responders necessary to support accurate RFI responses.
5. The successful respondent shall collect submitted RFI or RFI's and evaluate each RFI for general acceptability, evaluate each respondent's qualifications, evaluate the ability of each respondent to deliver proposed solutions and strategies, evaluate each RFI for feasibility of proposed sustainable public-private partnerships, evaluate each RFI for feasibility of proposed costs and evaluate each RFI for feasibility regarding proposed initial and on-going funding.

6. The successful respondent shall determine any potential outside funding opportunities in the form of grants necessary to supplement valid RFI responses.
7. The successful respondent shall create a decision matrix necessary to accurately rate each RFI response based on consultants evaluation of general acceptability, consultants evaluation of each respondent's qualifications, consultants evaluation of each respondent's ability to deliver proposed solutions and strategies, consultants evaluation of the feasibility of proposed sustainable public-private partnerships, the consultants evaluation of proposed costs and funding source mechanisms and any grant opportunities determined by consultant necessary to supplement valid RFI responses. The resulting decision matrix will be used to provide decision support to the JEDO Board and/or designees.
8. The successful respondent shall create a report detailing consultant's opinions necessary to support each finding within the decision matrix and to provide a consultant's recommendations for moving forward.
9. The successful respondent shall present the report and decision matrix to the JEDO Board and/or designees and legal counsel.
10. The successful respondent shall meet with the JEDO Board, designees and legal counsel to enter into discussion and provide decision support necessary to potentially take the following actions:
 - To select an RFI or RFI's that will best meet the objective listed on page 1.
 - To arrive at a decision to create an RFP or RFP's in response to the selected RFI or RFI's.
 - To arrive at a decision to look at alternative actions necessary to meet the objective listed on page 1 in the event there is no interest by the JEDO Board to move forward with issuing an RFP or RFP's.

Phase-4 – RFP Execution

1. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to draft the necessary RFP or RFP's based on the direction and decisions from Phase-3.
2. The successful respondent shall present the proposed RFP or RFP's to the JEDO Board and/or designees and legal counsel necessary to obtain approval for public release.
3. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to publically issue the RFP or RFP's.

4. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to coordinate the RFP process and to gather information and provide answers to questions submitted by potential responders necessary to support accurate RFP responses.
5. The successful respondent shall assist JEDO in evaluating all aspects of responses to the RFP.
6. The successful respondent shall determine any potential outside funding opportunities in the form of grants necessary to supplement valid RFP responses.
7. The successful respondent shall create a decision matrix necessary to accurately rate each RFP response based on consultants evaluation of general acceptability, consultants evaluation of each respondent's qualifications, consultants evaluation of each respondent's ability to deliver proposed solutions and strategies, consultants evaluation of the feasibility of proposed sustainable public-private partnerships, the consultants evaluation of proposed costs and funding source mechanisms and any grant opportunities determined by consultant necessary to supplement valid RFP responses. The resulting decision matrix will be used to provide decision support to the JEDO Board and/or designees.
8. The successful respondent shall create a report detailing consultant's opinions necessary to support each finding within the decision matrix and to provide a consultant's recommendations for moving forward.
9. The successful respondent shall present the report and decision matrix to the JEDO Board and/or designees and legal counsel.
10. The successful respondent shall meet with the JEDO Board, designees and legal counsel to enter into discussion and provide decision support necessary to potentially take the following actions:
 - To select RFP's that will best meet the objective listed on page 1 to award to respondents.
 - To arrive at a decision to look at alternative actions necessary to meet the objective listed on page 1 the event there is no interest by the JEDO Board to release an RFP or RFP's.

Phase-5 – RFP/Taxing Entity Project Handoff

1. The successful respondent will act as the liaison between the JEDO Board and/or designees and vendor/s who are awarded RFP's necessary to establish contracts with selected vendor/s.
2. The successful respondent shall assist the JEDO Board and/or designees in negotiating any final scope of services, project plans, project timelines and final pricing with vendor/s who are awarded RFP's.
3. The successful respondent shall assist the JEDO Board and/or designees with completing and submitting any grant applications necessary to supplement successful RFP responses.
4. The successful respondent shall assist the JEDO Board and/or designees in producing contracts to be executed between the successful RFP respondents or respondents.
5. The successful respondent shall facilitate a kick-off meeting between the successful RFP respondent and the assigned principal project manager of each taxing entity managing projects as defined by an RFP or RFP's.

Proposals: Interested parties shall submit their proposal and supporting documentation online through the City of Topeka's eProcurement Supplier Portal. Interested parties will need to register in order to submit a proposal online. The link to the portal is:

<https://cotprod-lm01.cloud.infor.com/lmscm/SourcingSupplier/controller.servlet?dataarea=lmscm&context.session.key.SupplierGroup=COT>

Conceptual Plan

The Contractor shall provide a conceptual plan for the product/services believed to be appropriate for the JEDO. The plan should indicate product features and outline personnel skills and services that distinguish the Contractor, incorporating appropriate staff profiles. The staff profile should describe the Contractor's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process. Three (3) references are to be included with the proposal.

Submittal Process and Details

Technical Proposals should include the following:

- Contractor's name, address, and names of primary contacts.
- Statement of Qualifications

Below is a suggested Estimated Timeline. This language would replace the highlighted area on Page 8 of the RFP Proposal for Broadband.

Estimated Timeline

February 9, 2017	Release RFP. After approval, the City of Topeka will release the RFP through their eProcurement Supplier Portal.
March-April 2017	Broadband Task Force and subcommittee will review proposals.
May 10, 2017	Final recommendation to JEDO.

- A description of specific staff that will comprise the project team for this assignment.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work.
- Evidence of ability to work with short deadlines pertaining to milestones, project tasks, etc.

Estimated Timeline

Buhler handout

[DATE]	Release RFP
[DATE]	RFPs Due
[DATE]	RFPs reviewed
[DATE]	Contractor interviews if necessary
[DATE]	JEDO approval of Contractor selection
[DATE]	Effective start of contract

The above dates are subject to change at the discretion of the JEDO Board.

Proposal Terms

A copy of JEDO Resolution No. 2004-1, entitled A Resolution Establishing Purchasing Procedures Involving the Expenditure of JEDO Funds shall be followed.

The JEDO reserves the right to reject any and all proposals received as a result of this Request for Proposal. If a proposal is selected, it will be the most advantageous regarding quality of service, the vendor’s qualifications, and capabilities to provide the specified service, and other factors which the JEDO may consider. The JEDO reserves the right to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the JEDO to be in the best interests of the JEDO even though not the lowest bid.

Proposals must be valid for a minimum of ninety (90) days. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between the JEDO and the awarded vendor. The service contract shall provide for, inter alia, insurance requirements; accounting, audit, product ownership, and other terms.

Evaluation of Proposals

JEDO intends to appoint the Mayor’s Broadband Task Force to evaluate all proposals submitted in response to this RFP. As part of this process, the Task Force will appoint a subcommittee consisting of a representative from each of the following: 1) The City of Topeka; 2) Shawnee County; 3) a local school district; 4) the Topeka & Shawnee County Public Library; and 5) GOTOpeka. The subcommittee will review all proposals and make an initial recommendation to the full Task Force. The full Task Force will then make a final recommendation to JEDO. This final recommendation will be advisory only, and JEDO reserves the right to reject the Task Force’s recommendation and select an alternate proposal. Each proposal will be considered as a

qualification based proposal. Consideration shall be made in the best interest of JEDO as determined by the Task Force and its subcommittee.

DRAFT



Agenda Item No. 9

**JEDO Board Meeting
February 8, 2017 - 6:00 P.M.**

AGREEMENT for economic development services with GO Topeka: 1/1/2018 – 12/31/2020.

(GO Topeka's agreement for services expires on 12/31/2017. The interlocal cooperation agreement authorizes JEDO to contract with one or more independent contractors to execute economic development priorities for a term not to exceed 3 years.)

JEDO CONTRACT NO. C- 1 - 2014

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into this 4th day of April, 2014, 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 (as may be amended).

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

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

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

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

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

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

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

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

2. The term of this Agreement shall be for three (3) years from January 1, 2015 to December 31, 2017. The term of this Agreement shall be extended beyond this term only upon written agreement of the parties unless either party terminates this Agreement by written notice to the other party given as provided in paragraph 9.

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

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

4. The parties mutually agree that no expenditures shall be made from grant funds by GO Topeka, except as specified in the annual budget submitted by GO Topeka and approved by the JEDO each year. Such budget shall be submitted to the JEDO before the beginning of each calendar year, but may be amended from time to time by GO Topeka with the JEDO's approval.

5. In performing its duties and responsibilities hereunder, the parties acknowledge and agree that GO Topeka is and shall be an independent contractor and not a partner, officer, agent, or employee of the JEDO, the City, or the County.

6. GO Topeka shall submit to the JEDO an annual Business Plan and budget reflecting the expenditures to be made during the fiscal year to be used only in accordance with the terms of this Agreement. Such funds shall be used during the contract period unless otherwise agreed upon by both parties, in writing by an amendment to this Agreement.

7. GO Topeka agrees to submit to the JEDO updated quarterly program status reports, as well as quarterly financial statements. Quarterly statements shall be submitted to the JEDO within forty-five (45) days after the close of each quarter. Additionally, GO Topeka will submit an annual program report and financial statement

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

8. Both parties understand that GO Topeka may incur budgeted expenses that are not due and payable until after the close of the current term of this Agreement. A cash carry-forward (from one year to the next) may be allowed with the written agreement of both parties to this Agreement executed before the 31st day of December of each year,

9. It is understood and agreed that either party may terminate this Agreement at either party's sole discretion by giving the other party notice in writing of such termination, not less than one hundred eighty (180) days prior to termination. The JEDO agrees that if it terminates the Agreement that it shall pay any payments which are referred to in the approved budget which come due within the one hundred eighty (180) day notice period. Upon termination of this Agreement, no further funds shall be payable or paid hereunder, except as otherwise provided herein. In any event, all obligations and commitments made before this Agreement is terminated will be honored by both parties which are described or referred to in the approved budget. Notice shall be deemed given and effective upon mailing of such notice to the receiving party or upon personal delivery of such notice. All cash

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

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

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

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

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

12. Should the JEDO or GO Topeka request changes in the scope of services of GO Topeka to be performed hereunder, such changes shall be mutually agreed upon by both parties and incorporated by written amendments to this Agreement.

13. No officer or employee of the City or County, member of the Governing Body of the City or County, or other public official of the JEDO who exercises any functions or responsibilities in the review or approval of the undertaking of the terms of this Agreement shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GO Topeka covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. GO Topeka further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

16. Each party agrees to hold harmless and indemnify the other and any of their officers, agents, or employees from any and all liability for claims or causes of action of any person, firm, corporation, or entity for damages of any type whatsoever that might be sustained by virtue of any activities carried out in furtherance of this Agreement. GO Topeka shall procure and maintain during the term of this Agreement, in an amount approved by both parties, public liability and property damage insurance to insure GO Topeka and the JEDO from all liability for injuries, including death to persons or property which may arise out of the performance of this Agreement.

17. GO Topeka shall establish and maintain the records with respect to all matters covered in this Agreement in accordance with the JEDO policies or requirements, and specifically in accordance with the following provisions:

a. 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. Documentation of Outcomes. Actual outcomes in job creation, job retention, business creation, business growth and success of individuals in using training to secure and retain jobs will be provided by GO Topeka, at a minimum on a quarterly basis, to the JEDO Board and the public. These reports will include periods for the current year, 5-year, and 10-year views.

c. 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.

d. Audits and Inspections. GO Topeka shall at any time during normal business hours make available to the JEDO, any individual member of the JEDO, the City Attorney, the City Manager, and the County Counselor, all of its records with respect to all matters covered by this Agreement. Further, such inspections shall not be limited in number or scope. GO Topeka shall also, at the conclusion of the Agreement year, order a certified annual audit by a certified public accounting firm selected by the JEDO, completed in accordance with generally accepted accounting principles relating to the finances related to this Agreement and make the audit results available to the JEDO.

e. Availability of Records. Financial and project records, necessary supporting data, and programmatic reports as requested by the JEDO, or its agent, shall be available for a period of at least three (3) years.

18. GO Topeka agrees that an amount not less than ten percent (10%) of the funds referenced in paragraph 3 shall endeavor to be used to support economic development for the socially and economically disadvantaged individual or business enterprise. The definition of a Disadvantaged Business Enterprise shall be the same as the Disadvantaged Business Enterprise Program of the Kansas Department of Transportation in accordance with 49 CFR Part 26.

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

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

19. GO Topeka shall maintain an inventory of all expendable supplies and fixed assets in accordance with the standard fixed asset policies and procedures as approved by the JEDO and shall annually provide a signed copy to the JEDO.

20. The parties understand that the scope of economic development retention, expansion and attraction may, in some cases, require that GO Topeka enter into funding commitments that extend beyond the three (3) year term of this Agreement. For such commitments, GO Topeka shall obtain the prior approval of JEDO, either in writing or by formal action of the JEDO Board at a duly called meeting and reflected in the meeting minutes.

21. This Grant Agreement may be amended by mutual, written agreement of the parties only.

22. The parties agree that the effective date of this Grant Agreement shall be January 1, 2015.

23. This Agreement represents the entire Agreement between the parties and may be amended only by written agreement signed by both parties.

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

Dated: 4-4-2014

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

By: Kevin J. Cook
Kevin J. Cook, Chair

Dated: 4/4/2014

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

By: Doug Kinsinger
Doug Kinsinger, President



Agenda Item No. 10

**JEDO Board Meeting
February 8, 2017 - 6:00 P.M.**

Holistic Economic Development Strategy Update
(no attachments)

GO
Topeka





Holistic Economic Development Strategy

Keith Warta

Develop
Homegrown
Talent

Create
Vibrant and
Attractive
Places

Grow a
Diverse
Economy

Promote a
Positive
Image

Collaborate
for a Strong
Community



Agenda Item No. 11

**JEDO Board Meeting
February 8, 2017 - 6:00 P.M.**

Reser's Fine Foods Project Review



RESER'S
FINE FOODS

DEER CREEK PLANT