



JEDO Board Meeting
December 9, 2020
6:00 P.M.

ZOOM Meeting
Topeka, Kansas

JEDO Board Members

Shawnee County Commissioners

Bill Riphahn District No. 1
Kevin Cook District No. 2
Aaron Mays District No. 3

City of Topeka Governing Body

Michelle De La Isla	Mayor
Karen Hiller	District No. 1
Christina Valdivia-Alcalá	District No. 2
Sylvia Ortiz	District No. 3
Tony Emerson	District No. 4
Michael Padilla	District No. 5
Hannah Naeger	District No. 6
Neil Dobler	District No. 7
Spencer Duncan	District No. 8
Michael Lesser	District No. 9

JEDO Board Voting Members

Shawnee County Commissioners

Commissioner Bill Riphahn
Commissioner Kevin Cook
Commissioner Aaron Mays

City of Topeka Governing Body

Mayor Michelle De La Isla
Deputy Mayor Tony Emerson
Councilmember Michael Padilla
Councilmember Michael Lesser

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 County Counselor's Office (call 785-251-4042 or email tabitha.pusch@sncu.us) before 5:00 p.m. on the date of the meeting. Because this will be a Zoom meeting, the JEDO Secretary will provide the Zoom Link to those who sign up for public comment. Members of the public will be let in to speak, one at a time in the order they signed up. As is normally the case, public comment shall not apply to items added during the meeting. Members of the public shall be given four (4) minutes to speak and must maintain proper decorum relating to public meetings.

Agenda. Agendas are furnished at least five (5) business days prior to each meeting and posted on JEDO's website at <https://www.jedoecodevo.com/Meeting-Documents/>.

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



JEDO BOARD OF DIRECTORS AGENDA

Wednesday, December 9, 2020

6:00 p.m.

ZOOM Meeting

Topeka, Kansas

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PRESENTATION:** Plug & Play and Innovation Status
- 4. ACTION ITEMS:**
 - A. APPROVAL of September 9, 2020 JEDO Board meeting minutes
 - B. APPROVAL of Project Vita Incentive Agreement
 - C. APPROVAL of Project Vertical Incentive Agreement
 - D. APPROVAL of Amendment of Project Purple Incentive Agreement
 - E. APPROVAL of Amendment of Project Prince Incentive Agreement
 - F. APPROVAL of Incentive Funding for Project Meadowlark
 - G. APPROVAL of Incentive Funding for Project Central
 - H. APPROVAL of Incentive Funding for Project Gateway
- 5. PRESENTATION:** GO Topeka Third Quarter Report
- 6. ACTION ITEMS:**
 - A. APPROVAL of GO Topeka 2021 Budget
 - B. APPROVAL of 2020-2021 Carryforward Agreement
 - C. UPDATE of Transportation Taskforce – (Possible Action)
- 7. PRESENTATION:** Choose Topeka Update
- 8. PUBLIC COMMENT:**
- 9. REMINDER: 2021 JEDO Board Meeting Dates per the JEDO Operational Rules:**

Wednesday, February 10, 2021
Wednesday, May 12, 2021
Wednesday, September 8, 2021
Wednesday, December 8, 2021
- 10. ADJOURNMENT.**

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Agenda Item No. 4A

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:

APPROVAL of September 9, 2020 JEDO Board meeting minutes

**Joint Economic Development Organization Board Minutes
September 9, 2020**

Stormont Vail Events Center
Exhibition Hall
1 Expocentre Dr.
Topeka, Kansas
Wednesday, September 9, 2020

The Joint Economic Development Organization (JEDO) Board members met at 6:00 p.m. with the following voting Board members present: Shawnee County Commissioners Bill Riphahn, Kevin Cook and Aaron Mays; City of Topeka Mayor Michelle De La Isla, Deputy City Mayor Tony Emerson and City Councilmember Michael Padilla. Shawnee County Commissioner Kevin Cook presided as JEDO Chair.

The following nonvoting JEDO Board members were present: City Councilmember Spencer Duncan joined at 6:05.

The following JEDO Board members were absent: City Councilmembers Michael Lesser, Karen Hiller, Christina Valdivia-Alcala, Sylvia Ortiz, Hannah Naeger and Neil Dobler.

Others present who presented and/or spoke before the Board: Molly Howey, Senior Vice President of Economic Development for GO Topeka; James Crowl, Shawnee County Counselor; Glenda Washington, Chief Equity & Opportunity Officer for GO Topeka; Barbara Stapleton, VP Business Retention & Talent Initiatives for GO Topeka; Katrin Bridges, Senior VP Innovation for GO Topeka; Natalie Zeller, Senior VP Finance for GO Topeka; Bob Nugent, Topeka Metro.

APPROVAL of September 9, 2020 JEDO Board Meeting Minutes was presented:

Mayor De La Isla moved to approve the Minutes of September 9, 2020. The motion seconded by Commissioner Mays carried unanimously. (6-0)

APPROVAL of Project Oyster was presented:

Barbara Stapleton, VP Business Retention & Talent Initiatives for Go Topeka, reported that during the December 11, 2019 JEDO Meeting Project Oyster's Funding was approved at \$96,000 based upon their Capital Investment of Three Million Five Hundred Thousand Dollars (\$3,500,000), along with the creation of 17 full-time jobs over the next five years. She announced that Project Oyster was Midwestern Metals Custom Dredge Works. She invited John Jones, president of the organization to address and share comments related to the project and their growth and success in our community.

John Jones, president of Midwestern Metals Custom Dredge Works, explained how their current facility has grown and now they have a need for expansion. They projected they will build 5 new buildings. He thanked everyone for their commitment to the project and explained how excited they are.

Mayor De La Isla moved to approve Project Oyster. The motion seconded by Councilmember Padilla carried unanimously. (6-0)

APPROVAL of Project Prince was presented:

Barbara Stapleton, VP Business Retention & Talent Initiatives for Go Topeka, reported that during the February 12, 2020 JEDO Meeting Project Prince's Funding was approved at \$341,00 based upon a Capital Investment of Thirty-One Million Four Hundred Thousand Dollars (\$31,400,000) with 33 full-time jobs over the next five years. The incentives are performance based and will be paid out as earned and details are outlined in the contract. She announced that Project Prince is Hill's Pet Nutrition. Though they could not be present tonight, there is a short video from Cory Murray, plant director.

Cory Murray, Hill's Pet Nutrition plant manager virtually gave a history of their plant. He explained how their growth has created a need to make a huge investment in the Topeka Plant. Phase one includes a \$31 million investment with an addition of 33 new employees. He then thanked JEDO for their support.

Commissioner Riphahn moved to approve Project Prince. The motion seconded by Mayor De La Isla carried unanimously. (6-0)

APPROVAL of Project Vita Funding was presented:

Barbara Stapleton, VP Business Retention & Talent Initiatives for Go Topeka, reported that Project Vita is a Life Science Company looking to expand in our community. They will have a Capital Investment of One Million Five Hundred Thousand Dollars (\$1,500,000) in expenditures and equipment over the next 5 years as well as 7 new jobs with an annual salary of \$85,000 plus benefits. She stated that they were proposing up to Seventy-Six Thousand Five Hundred Dollars (\$76,500). The incentives are performance based and will be paid out as earned and details will be outlined in the contract.

Commissioner Mays moved to approve Project Vita. The motion seconded by Mayor De La Isla carried unanimously. (6-0)

APPROVAL of Project Vertical Funding was presented:

Barbara Stapleton, VP Business Retention & Talent Initiatives for Go Topeka, reported that Project Vertical is a Manufacturing Company looking to expand in our community. They will be putting in a Capital Investment of Six Million Six Hundred Thousand Dollars (\$6,600,000) over the next five years with an additional 40 new jobs at an average annual salary of \$43,000 plus benefits. The proposed incentive funding is Two Hundred Thirty-Four Thousand Dollars (\$234,000) which is performance based and will be paid out as earned. The details will be outlined in the contract.

Mayor De La Isla moved to approve Project Vertical. The motion seconded by Councilmember Padilla carried unanimously. (6-0)

APPROVAL of GO Topeka Audit was presented:

Morgan Padgett, PT& CO, presented the 2018 ad 2019 GO Topeka Audit which is included in the JEDO Agenda Packet. She wanted to point out that the Audit was consolidated with both GO Topeka and the East Topeka Learning Center, which GO Topeka owns. She gave a full overview of the Audit to include assets, liabilities and net assets (equity). She mentioned that revenue is recorded when the funds are expended not when their received. She also mentioned the new accounting standards for revenue that were required to be implemented and that they are noted in the footnotes. She noted a letter that was about a deficiency on internal control that was included in the packet.

Commissioner Cook asked if she could talk a moment about the deficiency that was noted.

Ms. Padgett explained that when they do an Audit they look at the internal controls of the organization to plan and know where the risks may be. They don't give an opinion on internal controls but they do note deficiencies. It is around segregation of duties. She noted that there wasn't a complete segregation of duties in certain areas, clearly based on the small size of the staff and that they are taking steps to rectify that. She said it is important to note that this is the first year they found this deficiency due to the fact that until 2018 they used an outsource CPA Accounting Firm that provided that extra layer of 3rd party verification.

Commissioner Cook wanted to clarify that as the Auditor, they did not see it in the 2018 Audit Report, and they do not expect to see it in the 2020 Audit Report.

Ms. Padgett confirmed, yes.

Mayor De La Isla thanked Natalie for all the work she has done for taking the organization from a modified cash basis to accrual and how well she is doing in this organization.

Councilmember Emmerson moved to approve GO Topeka Audit. The motion seconded by Mayor De La Isla carried unanimously. (6-0)

APPROVAL of Incubator Project in Partnership with Topeka Housing Authority was presented:

Glenda Washington, Chief Equity & Opportunity Officer for GO Topeka presented. She explained how in 2019, GO Topeka embarked upon a relationship with the Topeka Housing Authority to take some of their residence from that community and upscale them to start businesses. They had a focus group to see who was interested. Initially there were 20 some interested with 5 individuals who were ready to start the program and start a business. They went through a fast tract program which taught them how to start a business. Ms. Washington explained that as the businesses were preparing to open the pandemic happened and it brought everything to a halt. She stated that now they are ready to begin that process again and she would like the Board's approval to use the carryforward money that they already have and have talked about, to help get this program up and running and get these 5 businesses started.

Commissioner Cook asked for Ms. Washington to tell him a little about these five businesses. He asked, "Have they started their businesses? Are they still on hold? What are they wanting to do?"

Ms. Washington explained that they are still on hold but they are ready to get set up in the facility where they will be responsible for all the utilities and exterior and interior maintenance.

Commissioner Cook clarified that these are carryforward funds left over that are being used for this project.

Councilmember Padilla moved to approve the Incubator Project in Partnership with Topeka Housing Authority. The motion seconded by Commissioner Riphahn carried unanimously. (6-0)

APPROVAL of Choose Topeka Remote Initiative was presented:

Barbara Stapleton, VP Business Retention & Talent Initiatives for Go Topeka, presented and stated that the Choose Topeka Talent Relocation Initiative has been successful in so many ways. She reported employers have submitted 20 candidates to the program, and \$106,250 has been encumbered of the \$300,00 to be allocated. She mentioned that local employers recognize that this can be beneficial to them, bringing qualified candidates to the community that they may hire in the future. The GO Topeka Committee approved and recommended using up to 40% of the allocated funds to be used for remote worker relocation option. Based upon the remote worker's salary, they would provide a tiered relocation incentive, outlined in the presentation and JEDO Agenda Packet. Ms. Stapleton explained that the three things they added to the Remote Relocation Incentive is:

1. Limit one relocation incentive per household
2. Minimum 3 months waiting period
3. Remote employer must be located outside Shawnee County

Ms. Stapleton wanted to point out that this request adjusts and allocates potential funding they already have for the year by adding a remote option. It does not impact the funds that are potentially available for the traditional program.

Commissioner Cook asked why they are wanting to change things so quickly as the program has just started.

Ms. Stapleton responded that what they are seeing with the pandemic, that they are seeing a shift as to where workers are working and where they want to be as it relates to their work. There has been an interest for people to look at Topeka for work but they are tied to where their employers are. Now the employers are indicating that remote work is an option. So we would like to open that possibility up. She wanted to point out again the economic impact it has, being for every \$5,000 they invest we see a ten times return on investment. She shared the power point that gave more detailed numbers. Ms. Stapleton explained that they saw an opportunity to use the funding that they have already set aside to be more creative with the relocation campaign.

Commissioner Cook inquired what were the requirements for the Remote Initiative.

Ms. Stapleton outlined the main requirements:

- Show proof of prior residency
- Provide signed rental agreement OR documentation verifying home purchase
- Proof of salary/benefits package
- Limit one relocation incentive per household
- Minimum 3 months waiting period
- Remote employer must be located outside Shawnee County

Councilmember Emmerson inquired if that they are not asking for increased funding, they are only asking to allocate up to 40% of the current funding to be used for this remote initiative.

Ms. Stapleton stated that yes, that is correct.

Councilmember Padilla asked if she could tell us what are the kind of jobs they are seeing being filled with this initiative.

Ms. Stapleton explained that they are seeing a mix. She mentioned that originally they had calculated an average annual wage of sixty thousand a year, currently they are seeing closer to eighty and eighty-five thousand a year wages.

Councilmember Emmerson moved to approve the Choose Topeka Remote Initiative. The motion seconded by Councilmember Padilla carried unanimously. (6-0)

PRESENTATION of the Draft 2021 GO Topeka Budget:

Natalie Zeller, Senior VP Finance for GO Topeka, explained that they are presenting concepts of what will be in the 2021 Budget. They do not have any numbers yet, so this will be a conceptual budget only. In October they will be inviting Board members to have one-on-one discussions with them to discuss the draft form of the budget and then they will bring the final budget before the Board in December. She wanted to mention she has the administrative side of the budget and inquired if there were any questions.

Commissioner Cook asked with the pandemic, what will she be changing in the 2021 budget.

Ms. Zeller explained that the biggest impact they are seeing is the funding for the private side, yet they do not know exactly what that impact will be. They are continuing to monitor the overall funding for the organization.

Molly Howey, Senior Vice President of Economic Development for GO Topeka, presented the following GO Topeka Budgets:

- Business Attraction Budget. She explained that while strong marketing strategies remain, they will have to get creative. They will be trying to focus on more regional relationships such as the Kansas City area. They also are looking at developers who are taking notice in Topeka. Also, innovative experiences such as virtual tours and other creative things.

- **MWBD Budget.** Some of the highlights include the Wheelhouse Program for existing businesses, the DEI Summit in conjunction with Workforce, PTAC, the Seat at the Table inclusive community initiative and continuing the Topeka Housing Partnership Program.
- **Economic Analysis Budget.** She stated that we can expect it to stay similar to last year's budget.
- **Innovation Budget.** Some of the highlights included the innovation center and innovation campus, scholarships for Plug and Play startups, improving access to resources and partners, branding and communication as well as programming for local entrepreneurs.
- **Business Retention & Expansion Budget.** She explained that most of the expenses are standard as far as costs for program expenses. Some of these expenses include BRE Visitation Program, existing employer support and a little bit of marketing.
- **Talent Initiatives Budget.** Some of the expenses include the Choose Topeka campaign, Included, which is a diversity and inclusion initiative, scholarships with Washburn Tech and Washburn Tech East, as well as early childhood campaigns.

Commissioner Cooked as for more information about the Plug & Play Program which is seeing such a great return of investment for our community.

Katrin Bridges, Senior VP Innovation for GO Topeka gave an update on the Plug & Play Program.

Commissioner Cook wanted to clarify that once the business is established they will become a part of our community.

Ms. Bridges responded that yes, that is one of the big advantages of the Plug & Play Program.

DISCUSSION of the Go Topeka Third Quarter Report:

Molly Howey, Senior Vice President of Economic Development for GO Topeka, presented. She stated that upon request of the JEDO Board, they would review the Third Quarter Report from the packet and she would stand for any questions. She also wanted to point out the projects we approved tonight that totaled around 100 new jobs and Forty-Five Million Dollars in Capital Investment and we should continue to celebrate the growth of our existing businesses.

DISCUSSION of Workforce Transportation:

Molly Howey, Senior Vice President of Economic Development for GO Topeka, gave a background on the NETO/SOTO programs and explained how the original plan was for these programs to be pilots and now they are ready to end. She explained that unfortunately the data is not showing enough riders at this time to support a full route. She also mentioned that Capitol City Taxi will be changing their business plan and no longer providing night shift rides, which was a large number of the riders who took advantage of this program. Molly then introduced Bob Nugent, with Topeka Metro to speak on the topic.

Bob Nugent, Topeka Metro, explained that the program, as they see it, does not really support a fixed route. They were looking at different alternatives and will continue to through the end of the year. He mentioned they may look at specific employers rather the community as a whole. They

have started conversations with van pool contractors so that may be one of the option. He explained that as they have been talking with the GTP, the conclusion as of now is that they don't really have an answer yet. They will continue to look for an answer to provide that kind of service.

Commissioner Cook asked if he could talk a little bit about the statistics they had. He thinks it appears like it is still being used by quite a few people, by both programs, even into the second quarter of 2020.

Mr. Nugent agreed that the ridership has remained fairly consistent, however, the problem they are running into is that without real contracts with the employers, they are finding that some of the employers are not paying their bills.

Commissioner Cook asked if there are notices going out to the riders that this may be a program that is coming to an end?

Mr. Nugent stated that they have not started that process yet because they are still trying to come up with other solutions.

Mayor De La Isla asked what is the number of people for any given route on the Topeka Metro Bus.

Mr. Nugent stated that they vary and he could not give a specific number off the top of his head.

Mayor De La Isla then explained that she likes to look at the numbers. Doing a quick calculation from the data, she estimated 543 rides a month and she feels concerned to hear there is not enough capacity for the program when that is such a large number of people utilizing this service.

Mr. Nugent explained that these rides are not given on a bus, they are given by a taxi cab company, so when looking at a fixed route the numbers are not adding up.

Commissioner Cook asked for Mr. Nugent to explain why the fixed route will not work.

Mr. Nugent explained that they are seeing a higher number of riders for after hours, which is usually the most expensive times to operate.

Commissioner Cook asked, "As a leader in your industry, what are the other opportunities for workforce transportation?"

Mr. Nugent suggested again the van pool. This is a service that is ran by the employer. The only other option may be to go to other taxi cab drivers. He explained that van pooling around here has been mainly private companies.

Councilmember Padilla wanted to follow up on Commissioner Cook's options. Do they see a viable option before the end of the year? He feels it is important to work ahead and be prepared for the future. He would also like to go ahead and make a decision on what we plan to do in the

interim. He would like to go ahead and dedicate some more funds to the programs so that they know they can proceed until another option becomes available.

Commissioner Cook asked Barbara Stapleton to come up and explain why this program was only supposed to be funded by JEDO for the first year and then passed off to the employer's to pay and now what has happened?

Barbara Stapleton, VP Business Retention & Talent Initiatives for Go Topeka, reported that there was just not enough community interest, however, on the concerns of the JEDO Members they were able to carry over funds to bridge that gap for several more years. Some things they are seeing is that many of the riders are temporary positions, which employers are not interested in paying for. She mentioned a survey she sent out to employers who responded that workforce transportation is not their number one worry right now. She also shared comments on behalf of employers who support the programs.

Councilmember Padilla asked if there has been a survey from the riders.

Ms. Stapleton said they do not have that data. They have tried to seek out responses from the riders but have not received a lot of feedback from that yet.

Councilmember Emerson inquired about getting more specifics on the numbers because he thinks that would make a difference. He also stated that he would support more funding for the programs.

Councilmember Padilla then made a motion to provide funding to continue the Workforce Transportation Programs (NETO/SOTO), in the amount of \$100,000 a year for the next five years.

Commissioner Cook seconded the motion for the purpose of having a discussion about it.

Mayor De La Isla wanted to clarify if he meant \$100,000 for the next five years or \$100,000 PER year.

Councilmember Padilla confirmed, he was asking for \$100,000 PER year for the next five years.

Ms. Stapleton confirmed on Commissioner Cook's inquiry, that the funding for both programs are now completely over in 2020.

Commissioner Cook inquired to Councilmember Padilla what his exact intent of the \$100,000 a year was for when, by his calculations, they are currently funded by only \$82,000 a year.

Councilmember Padilla stated his intention is to just keep the Workforce Transportation Programs going. He asked to have a taskforce convened to come up with a better, more efficient program that can be brought to the board by the beginning of next year. He said he would like to amend his motion to "up to" \$100,000, so if they find a more efficient way, we will not have to spend the entire amount.

Commissioner Cook asked Councilmember Padilla if his motion was only to include the NETO/SOTO Programs or all Workforce Transportation in general.

Councilmember Padilla then amended his motion again to be more vague. The motion is now a \$100,000 a year, for five years, for workforce transportation.

Mayor De La Isla wanted to point out that this could also be a great entrepreneurship for anyone in Topeka that wants to start their own business.

Commissioner Mays commented that he has always been a supporter of the program, however, he isn't sure if throwing money at it right now is the best solution to the problem. He is concerned about all the different factors that are going on with it and he thinks we need to get creative to come up with solutions so that the funding makes sense.

Commissioner Cook agreed that he made a good point. He was hoping that the broadness of the motion for "Workforce Transportation" would help for them to figure out just that, another solution that works best to get our employees to work.

Commissioner Mays moves for an amendment to the Motion from five years to one year. Mayor De La Isla Seconds.

Councilmember Padilla accepts that amendment.

Commissioner Cook restates the current motion, "JEDO would be setting aside for the 2021 budget, up to \$100,000 for Workforce Transportation, and there will be a workforce set aside to develop how that transportation initiative would work."

Councilmember Duncan stated that he thinks there is prudence in putting that money aside just to know it is there once a solution becomes available. Also, by his calculations, the total amount of wages going back into our community, far supersede the \$100,000.

Councilmember Emerson apologized to Ms. Stapleton that he got angry, he explained that he was just upset that they couldn't figure this out.

Councilmember Padilla moved to approve the Motion to Fund Workforce Transportation. The motion seconded by Mayor De La Isla, roll call vote carried unanimously. (6-0)

DISCUSSION on Housing:

Commissioner Cook made a motion to defer action on the discussion of housing until the December meeting. The motion seconded by Commissioner Riphahn carried unanimously. (6-0)

PUBLIC COMMENT was provided by the following:

Anton Ahrens spoke on behalf of himself and the members of Topeka JUMP on their concern for workforce transportation in Topeka. He started by thanking the Board for their recent vote to

support workforce transportation. He believes there are more than enough people who need these programs and we really need to keep the momentum going. He brought a whole stack of postcards that are from people who support this program, as well as 1,200 more people who have signed a virtual petition that shows their support. He stated that this public-private partnership is vitally important and needs to continue from 2021 and beyond. He urged the board to continue to think about workforce transportation. He left off by sharing a video testimony from one of the riders, who supports the program.

Lazone Grays spoke about Workforce Broadband Initiative. He believes many people have a need for broadband in order to get out there and seek for jobs. He mentioned that the Kansas Department of Children and Families has now started providing some services. He is just seeking some solutions for this problem. He asked that JEDO consider funding a digital literacy training program.

NO FURTHER BUSINESS appearing the meeting was adjourned at 7:50 p.m.



Agenda Item No. 4B

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:
APPROVAL of Project Vita Incentive Agreement

INCENTIVE AGREEMENT

This Incentive Agreement is effective _____, 2020, and is entered into between the following parties:

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

719 S. Kansas Ave., Suite 100
Topeka, KS 66603
Phone: (785) 234-2644
Fax: (785) 234-8656
Contact Person/Title: Molly Howey, President

PROJECT VITA

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

WHEREAS, PROJECT VITA is contemplating investing approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00) to construct improvements to its facilities, and equip additional production space in Shawnee County, Kansas; and

WHEREAS, PROJECT VITA intends to expand its operations and, in the process, create seven (7) full time jobs over the next approximately five (5) years; and

WHEREAS, GO TOPEKA desires to assist and promote PROJECT VITA by offering up to Seventy-Six Thousand Five Hundred Dollars (\$76,500.00) in employment, training and investment incentives; and

WHEREAS, PROJECT VITA acting in reliance upon the incentives set forth in this Agreement, has decided to maintain and expand its operations in Shawnee County, Kansas; and

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

WITNESSETH:

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

1. **Local Employment Incentive.** GO TOPEKA agrees to provide to PROJECT VITA an employment incentive of up to Sixty-Six Thousand Five Hundred Dollars (\$66,500) (the “Employment Incentive”) for new Full Time Employment Positions created by PROJECT VITA over five (5) years, subject to the limitations and requirements outlined herein. The eligibility for Employment Incentive for a new Full Time Employment Position is based on annual employee compensation as follows:

<u>Annual Compensation</u>	<u>Total Employment Incentive</u>	<u>Per Year</u>
• \$55,000 – 64,999	\$6,500	\$1,300
• \$65,000 – 74,999	\$7,500	\$1,500
• \$75,000 – 84,999	\$8,500	\$1,700
• \$85,000 or more	\$9,500	\$1,900

A Full Time Employment Position receiving compensation of less than \$55,000.00 annually is not eligible for an Employment Incentive.

As used in this agreement, a “Full Time Employment Position” is an employee position that includes approximately 2080 paid hours of service in Shawnee County, Kansas, during each calendar year. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, bonuses or other cash incentives paid by PROJECT VITA to a full-time employee in a calendar year, but does not include benefits. Each position shall be eligible to receive health insurance benefits, at least part of the premiums of which are paid by PROJECT VITA, and paid time off. Nothing herein shall require that a Full Time Employment Position be held by the same person, nor shall this Agreement preclude PROJECT VITA from changing the title, purpose or utility of a position (as long as it meets the other requirements identified herein, including compensation). Each Full Time Employment Position must be one in which PROJECT VITA withholds and pays all federal, state and local employment taxes attributable to the employee. More than one position cannot be aggregated to qualify for an Employment Incentive.

Only new Full Time Employment Positions shall be eligible for the Employment Incentive. A “new” Full Time Employment Position is an otherwise eligible Full Time Employment Position that is in excess of and in addition to the ____ Full Time Employees employed by PROJECT VITA as of August 20, 2020.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and PROJECT VITA is undertaking an open and active search and such position is filled within one hundred eighty (180) days after the vacancy during the calendar year. If unfilled for longer than one hundred eighty (180) days during a calendar year, the position will cease to qualify as Full Time Employment Position and will not be eligible for an Employment Incentive for that year.

Notwithstanding anything to the contrary herein, a maximum Employment Incentive available hereunder shall not exceed Sixty-Six Thousand Five Hundred Dollars (\$66,500) in the aggregate. To qualify for the Employment Incentive, the Full Time Employment Positions must commence on or after August 20, 2020 and be hired and receiving compensation by December 31, 2025.

Installments of the Employment Incentive shall be available to be earned for up to five (5) consecutive years plus 133 days, with the first qualifying year beginning on August 20, 2020 (with the Employment Incentive installment relating to Full Time Employment Positions established in 2020 paid in 2021), and the last qualifying year (depending when a position was added) ending on December 31, 2025 (with the first Employment Incentive installment relating thereto paid in 2026). The Employment Incentives shall not exceed Thirteen Thousand Three Hundred Dollars (\$13,300) in any one calendar year.

GO TOPEKA will endeavor to make incentive payments according to the following schedule:

- New Full Time Employment Positions hired between August 20, 2020 and December 31, 2020 will be eligible to receive the first incentive payment installment in 2021;
- New Full Time Employment Positions hired between January 1, 2021 and December 31, 2021 will be eligible to receive the first incentive payment installment in 2022;
- New Full Time Employment Positions hired between January 1, 2022 and December 31, 2022 will be eligible to receive the first incentive payment installment in 2023;
- New Full Time Employment Positions hired between January 1, 2023 and December 31, 2023 will be eligible to receive the first incentive payment installment in 2024;
- New Full Time Employment Positions hired between January 1, 2024 and December 31, 2024 will be eligible to receive the first incentive payment installment in 2025;

- New Full Time Employment Positions hired between January 1, 2025 and December 31, 2025 will be eligible to receive the first incentive payment installment in 2026, provided, however, that PROJECT VITA must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein). GO TOPEKA shall make all reasonable efforts to complete payment of all incentive payments within sixty (60) days of the receipt and verification of such sufficient documentation relating to employment levels.

The parties recognize there may be some turnover and fluctuations in PROJECT VITA's employment levels. Therefore, subject to the termination provision, a position may qualify for an Employment Incentive in one year after failing to qualify in a prior year.

For purposes of illustration, if PROJECT VITA hires throughout the period between January 1, 2021 and December 31, 2021 four (4) new Full Time Employment Positions receiving compensation of at least \$65,000 and three (3) new Full Time Employment Positions receiving compensation of at least \$85,000 it would be eligible to receive an Employment Incentive installment in the amount of \$11,700 (4 x \$1,500) + (3 x \$1,900) in 2022 upon receipt and verification of appropriate documentation.

2. Employment Incentive Calculation Documentation. When and as reasonably requested by GO TOPEKA, PROJECT VITA shall provide GO TOPEKA with state and federal employment tax returns and/or other information reasonably necessary to establish employment levels in Shawnee County, Kansas, for purposes of calculating Employment Incentives and monitoring PROJECT VITA's performance hereunder. GO TOPEKA is granted the right to audit payroll and human resources records at any time during the term of this Agreement. GO TOPEKA is granted the right to reduce payments made to PROJECT VITA by amounts found to be improper, unauthorized or unsubstantiated. GO TOPEKA shall have sole authority in this regard and shall base its decision upon information submitted, including absence of documents to substantiate expenditure.

3. Employee Training Incentive. PROJECT VITA may earn an Employee Training Incentive in an amount not to exceed Seven Thousand Dollars (\$7,000.00) (the "Employee Training Incentive"). GO Topeka shall reimburse PROJECT VITA for verifiable training costs including, but not limited to, tuition, registration fees, computer software for in-house training and other direct training costs incurred from August 20, 2020 to December 31,

2025 in accordance with the following provisions. PROJECT VITA shall be eligible for up to One Thousand Dollars \$1,000 in Employee Training Incentive for each new Full Time Employment Position (as defined in Section 1 “Local Employment Incentive”), up to seven (7), created by PROJECT VITA. An Employee Training Incentive payment may be made to PROJECT VITA starting in 2021 for training costs incurred by any full time employee (new or existing) at PROJECT VITA in 2020 upon proof of approved training expenses in the form of paid invoices, or other verifiable records confirming payment for approved training expenses. The amount of Employee Training Incentive available in a particular year will be based on new Full Time Employment Positions created by PROJECT VITA in the previous eligible year (for example, if PROJECT VITA created four (4) new Full Time Employment Positions in 2020, PROJECT VITA could receive a reimbursement of up to \$4,000 in 2021, for expenses incurred to train any existing or new full time employee). Payment for training expenses incurred shall be available on a yearly basis thereafter through 2026 based on the previous year’s job creation and verifiable training costs. GO TOPEKA shall not reimburse PROJECT VITA for incidental costs associated with training such as travel expenses, meals, and lodging.

4. Facilities and Equipment Investment Incentive. For each Five Hundred Thousand Dollars (\$500,000.00) in expenditure for the improvement of real estate including purchase of equipment to be housed at its real estate located in Shawnee County, Kansas made by PROJECT VITA in Topeka, Shawnee County, Kansas up to but not to exceed a total capital investment of One Million Five Hundred Thousand Dollars (\$1,500,000.00) GO TOPEKA shall pay an incentive to PROJECT VITA of One Thousand Dollars (\$1,000.00) (The “Facilities and Equipment Investment Incentive”). The aggregate of said facilities and equipment investment incentive payments shall not exceed Three Thousand Dollars (\$3,000.00). The real estate and equipment investment incentive payments shall be made to PROJECT VITA upon GO TOPEKA’s receipt of any and all appropriate documentary evidence showing capital investment in the facilities for the construction or renovation of improvements thereon and the purchase of said equipment.

5. Use of Funds. The funds received by PROJECT VITA pursuant hereto shall be used for the purpose of improving facilities and purchasing equipment to be installed in Shawnee County, Kansas and for the employment and training of persons to be employed in Shawnee County, Kansas.

6. **Termination.** If PROJECT VITA fails to maintain at least a minimum of _____ Full Time Employment Position in Shawnee County, Kansas, in any calendar year, between August 20, 2020 and December 31, 2025, (which is the time period to qualify for an Employment Incentive), this Agreement shall be deemed terminated and GO TOPEKA shall not be required to make any further Employment, Training or Real Estate Incentive Payments to PROJECT VITA under this Agreement.

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

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

a. PROJECT VITA agrees to make every reasonable effort to use, if qualified, Shawnee County residents to fill the new Full Time Employment Positions in Shawnee County, Kansas.

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

c. PROJECT VITA agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the employment expansion contemplated by this Agreement. Such event would include general recognition of JEDO's and GO TOPEKA's involvement in the project.

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

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

- f. Time is of the essence of this Agreement.
- g. By signing this Agreement, the parties affirm that they have the authority of their respective corporations to enter into this Agreement and bind their respective entities.
- h. This Agreement shall bind and inure to the benefit of the parties to this Agreement, their heirs, legal representatives, assignees, transferors and successors.
- i. No failure by a party to insist on prompt performance by the other party of its obligations hereunder shall constitute a waiver of rights under the Agreement. Similarly, the waiver by a party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.
- j. This Agreement may be executed in counterparts, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.
- k. The parties acknowledge and agree that PROJECT VITA shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder, without the prior written approval of GO TOPEKA.
- l. Sarbanes-Oxley and similar legislation may have application to, or affect the accounting for, this Agreement by PROJECT VITA.
- m. GO TOPEKA makes no representation as to the taxability or tax effect of this Agreement and the incentive payments hereunder.
- n. GO TOPEKA's obligations hereunder are contingent upon approval hereof by the Joint Economic Development Organization ("JEDO") and the continued funding of GO TOPEKA at adequate levels through a portion of the Shawnee County retailer's sales tax and/or by JEDO. GO TOPEKA may unilaterally reduce or eliminate any payments hereunder in the event that sufficient funds are not available (taking into account GO TOPEKA's other obligations). GO TOPEKA will endeavor to give PROJECT VITA advance notice of any reduction of funds when practical. PROJECT VITA agrees and understands that if there are not sufficient funds appropriated or available to GO TOPEKA to continue to make any payments hereunder (taking into account GO TOPEKA's other obligations), GO TOPEKA may terminate this Agreement with written notice of termination to PROJECT VITA. The reduction or elimination of any payments, and/or termination of this Agreement pursuant to this paragraph, shall not cause any penalty or damages to be charged to GO TOPEKA and PROJECT VITA

waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur.

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

p. PROJECT VITA agrees to make a good faith effort to provide relocating information to existing employees, and/or new employees with information/relocation materials regarding Topeka and Shawnee County, that support and promote residency within the Topeka/Shawnee County limits. Annual reporting of these efforts shall be provided to GO TOPEKA during the incentivized period defined in this Agreement.

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

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

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

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

“PROJECT VITA”

By: _____
_____, _____

“GO TOPEKA”

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By: _____
Molly Howey, President



Agenda Item No. 4C

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:
APPROVAL of Project Vertical Incentive Agreement

INCENTIVE AGREEMENT

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

GO TOPEKA:

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

719 S. Kansas Ave., Suite 100,

Topeka, KS 66603

Phone: (785) 234-2644

FAX: (785) 234-8656

Contact Person/Title: Barbara W. Stapleton, VP Business
Retention & Talent Initiatives

BUSINESS:

Project Vertical

Contact Person: _____

Phone: () - _____

WITNESSETH:

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

WHEREAS, BUSINESS is contemplating expanding its operations
in Topeka, Kansas, and investing approximately Six Million Six
Hundred Thousand Dollars (\$6,600,000) to expand and equip its
facility at _____, Topeka, Kansas; and

WHEREAS, such facility is referred to herein as the "Topeka
Facility;" and

WHEREAS, as a result of the improvements at the Topeka Facility BUSINESS will be able to create an estimated Forty (40) new employment positions with an estimated average annual salary range of between \$40,000 to more than \$70,000, plus benefits; and

WHEREAS, GO TOPEKA desires to assist and promote BUSINESS by offering up to One Hundred Seventy-five Thousand Dollars (\$175,000) in employment incentives, Nineteen Thousand Dollars (\$19,000) in facility incentives, and Forty Thousand Dollars (\$40,000) for employee training and

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

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

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

1. **Local Employment Incentive**. GO TOPEKA agrees to provide to BUSINESS an employment incentive ("Employment Incentive") for new Full Time Employment Positions created and maintained by the BUSINESS over the next approximately five (5) years, subject to the limitations and requirements below. As of October 13, 2020, BUSINESS employed _____ employees, so only Full Time Employment Positions in excess of that number shall qualify for an incentive hereunder. The Employment Incentives available pursuant to this Agreement are as follows:

\$4000 for new Full Time Employment Positions with an annual salary of at least \$40,000;

\$5000 for new Full Time Employment Positions with an annual salary of at least \$50,000;

\$7000 for new Full Time Employment Positions with an annual salary of at least \$70,000.

A full-time employment position receiving compensation of less than \$40,000 annually is not eligible for an Employment Incentive. The incentives payable hereunder shall be paid in 1/5th increments, with a payment over five years upon maintaining the position for each of five consecutive calendar years. If the salary for a position increases or decreases so as to qualify for a higher or lower incentive, the remaining (if any) of the five-year increments shall be adjusted prospectively only.

As used herein, a "Full Time Employment Position" is an employee position that includes approximately 2080 paid hours of service in Shawnee County, Kansas, during each calendar year. Notwithstanding the foregoing, if a new Full Time Employment Position is created before December 31, the position may qualify for the first incentive installment in the next year, but shall be required to be maintained for full calendar years thereafter to qualify for future incentive installments. For those initial/partial years, BUSINESS shall notify GO TOPEKA as to the annual salary for that position for purposes of categorizing the incentive amount for that position. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, bonuses or other cash incentives paid by BUSINESS to the Full Time Employment Position in a calendar

year, but does not include benefits. Each position shall be eligible to receive health insurance benefits, at least part of the premiums of which are paid by the BUSINESS, and paid holiday and vacation leave. Nothing herein shall require that a Full Time Employment Position be held by the same person, nor shall this Agreement preclude BUSINESS from changing the title, purpose or utility of a position (as long as it meets the other requirements identified herein, including compensation). Each Full Time Employment Position must be one which has the BUSINESS withholding and paying all federal, state and local employment taxes attributable to the employee. More than one position cannot be aggregated to qualify for an Employment Incentive.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and BUSINESS is undertaking an open and active search and such position is filled within ninety (90) days after the vacancy during the calendar year. If the position is filled within that time at a qualifying salary, the vacancy will not preclude the availability of the Employment Incentive. (If unfilled for longer than ninety (90) days during a calendar year, the position will cease to qualify as Full Time Employment Position and will not be eligible for an Employment Incentive for that year).

Notwithstanding anything to the contrary herein, a maximum employment incentive available hereunder shall not exceed Thirty-five Thousand Dollars (\$35,000) in any one year or One Hundred Seventy-five Thousand Dollars (\$175,000) in aggregate for the term of this Agreement. To qualify for the Employment Incentive, Full

Time Employment Positions must commence on or after October 13, 2020, and be hired and receiving compensation by December 31, 2025.

Installments of the Employment Incentive shall be available to be paid beginning in 2021, for positions added on or after October 14, 2020. Depending when a position was added, the last possible Employment Incentive would be paid in 2030.

GO TOPEKA will endeavor to make an incentive payment by April 30 each year (beginning in 2021 and ending in 2030), for the qualifying Full Time Employment Positions; provided, however, that BUSINESS must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein).

The parties recognize there may be some turnover and fluctuations in the BUSINESS' employment levels. Therefore, subject to the termination provision, a position may qualify for an Employment Incentive in one year after failing to qualify in a prior year.

For purposes of illustration, if BUSINESS adds ten (10) new Full Time Employment Positions with a salary of more than \$40,000 (but less than \$50,000) in December 2020, BUSINESS would be eligible to receive an Employment Incentive installment in the amount of \$8000 ($\$4000/5 * 10$ employees) in 2021. If, in the subsequent year, there were no changes except that there was the addition of another \$40,000 position BUSINESS would receive \$8800 for that year (payable in 2022).

2. **Training Incentive.** BUSINESS may qualify for a Training Incentive in an amount not to exceed Forty Thousand Dollars (\$40,000.00) (the "Training Incentive"). BUSINESS shall be

eligible for up to One Thousand Dollars \$1,000 in Training Incentive for each new Full Time Employment Position that qualifies for an Employment Incentive pursuant hereto, (up to forty (40) such positions). GO Topeka shall reimburse BUSINESS for verifiable training costs including, but not limited to, tuition, registration fees, computer software for in-house training and other direct training costs incurred from October 14, 2020, to December 31, 2030. BUSINESS shall provide evidence of training expenses, such as by paid invoices, or other verifiable records confirming payment for training expenses. A Training Incentive payment may be made to and used by BUSINESS for training costs incurred by any full-time employee, whether or not such position existed prior to, or incentivized by, this Agreement, but the employee must be primarily employed at, or based out of, the Topeka Facility. Thus, the Training Incentive is made available based on the number of new Full Time Employment Positions added pursuant to this Agreement, but may be used for existing employees or those that do not meet the Employment Incentive salary requirements. GO TOPEKA shall not reimburse BUSINESS for incidental costs associated with training such as travel expenses, meals, and lodging.

3. **Facility Incentive**. BUSINESS shall be entitled to a Facility Incentive of up to Nineteen Thousand Dollars (\$19,000). Subject to such maximum amount, the Facility Incentive shall be earned and payable as follows:

a. Two Thousand Dollars (\$2000) for every Million Dollars of capital expenditures made after the date of this Agreement for machinery and equipment installed at the Topeka Facility; and

b. Eight Thousand Dollars (\$8000) after expending One Million Dollars on capital investments to expand and/or improve the Topeka Facility (not including machinery and equipment).

Only investments made after October 13, 2020, will qualify for a Facility Incentive. GO TOPEKA shall endeavor to pay Facility Incentives within three months of the completion of the construction, improvement and/or equipping of the facilities; provided, however, that BUSINESS must first provide GO TOPEKA with sufficient documentation relating to such investment, including (if applicable) occupancy certificates or similar showing that the construction and/or improvement of the facilities are complete and the facilities are operational. Only expenditures for the installation of the equipment at, and the additions or improvements to, the Topeka Facility made by December 31, 2024, will qualify for a Facility Incentive.

4. **Employment Incentive Calculation Documentation.** When and as reasonably requested by GO TOPEKA, BUSINESS shall provide GO TOPEKA with state and federal employment, tax return and/or other information reasonably necessary to establish employment levels in Shawnee County, Kansas, for purposes of calculating Employment Incentives and monitoring BUSINESS's performance hereunder. GO TOPEKA is granted the right to audit financial documents at any time during this Agreement. GO TOPEKA is granted the right to reduce payments made to the BUSINESS by amounts found to be improper, unauthorized or unsubstantiated. GO TOPEKA shall have sole authority in this regard and shall base its decision upon information submitted, including absence of documents to substantiate expenditure.

5. **Use of Funds.** The funds received by BUSINESS pursuant hereto shall be used for the purpose of employment or training of persons to be employed in Shawnee County, Kansas, and/or the improvements to the Topeka facilities.

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

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

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

b. BUSINESS agrees to make every reasonable effort to use, if qualified, Shawnee County residents to fill the new Full Time Employment Positions in Shawnee County, Kansas.

c. BUSINESS agrees to make a good faith effort to provide to existing employees, and/or net new employees, information/relocation materials regarding the Topeka and Shawnee County, that support and promote residency within the Topeka/Shawnee County limits. Annual reporting of these efforts should be provided to GO Topeka during the BUSINESS incentivized period.

d. BUSINESS shall provide prompt advance notice to GO TOPEKA of any material change in BUSINESS's ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably

result in a default by BUSINESS under any agreement to which it is a party related to the matters set forth herein, or a change in the Full Time Employment Positions maintained in Shawnee County, Kansas.

e. BUSINESS agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the new business and employment expansion contemplated by this Agreement. Such event would include general recognition of JEDO's and GO TOPEKA's involvement in the project.

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

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

h. Time is of the essence of this Agreement.

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

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

k. No failure by a party to insist on prompt performance by the other party of its obligations hereunder shall constitute a waiver of rights under the Agreement.

Similarly, the waiver by a party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

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

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

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

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

p. GO TOPEKA's obligations hereunder are contingent upon approval hereof by Joint Economic Development Organization ("JEDO") and the continued funding of GO TOPEKA at adequate levels through a portion of the Shawnee County retailer's sales tax and/or by JEDO. GO TOPEKA may unilaterally reduce or eliminate any payments hereunder in the event that sufficient funds are not available (taking into account GO TOPEKA's other obligations). GO TOPEKA will endeavor to give BUSINESS advance notice of any reduction of

funds when practical. BUSINESS agrees and understands that if there are not sufficient funds appropriated or available to GO TOPEKA to continue to make any payments hereunder (taking into account GO TOPEKA's other obligations), GO TOPEKA may terminate this Agreement with written notice of termination to BUSINESS. The reduction or elimination of any payments, and/or termination of this Agreement pursuant to this paragraph, shall not cause any penalty or damages to be charged to GO TOPEKA and BUSINESS waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur.

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

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

s. Nothing herein contained shall be construed or held to make any party a partner, joint venturer or associate of another party in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the

Parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

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

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

"BUSINESS"

"GO TOPEKA"

GROWTH ORGANIZATION OF
TOPEKA/SHAWNEE COUNTY, INC.

By: _____
Name/Title: _____

By: _____
Barbara Stapleton,
Vice President,
Business Retention &
Talent Initiatives



Agenda Item No. 4D

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:
APPROVAL of Amendment of Project Purple Incentive Agreement

INCENTIVE AGREEMENT

This Incentive Agreement is effective _____, 2019, and is entered into between the following parties:

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

719 S. Kansas Ave., Suite 100

Topeka, KS 66603

Phone: (785) 234-2644

Fax: (785) 234-8656

Contact Person/Title: Barbara Stapleton, V.P., Business Retention & Talent Initiatives

ADVISORS EXCEL: ADVISORS EXCEL, LLC

2950 SW McClure Rd.

Topeka, KS 66614

Phone: (866) 363-9595

Fax: (785) 232-2353

Contact Person/Title: Amy Klotz, Chief Financial Officer

WHEREAS, ADVISORS EXCEL is a limited liability company that is in good standing and qualified to do business under the laws of the state of Kansas; and

WHEREAS, ADVISORS EXCEL includes additional affiliated companies operating under ADVISORS EXCEL's control, including AE Wealth Management, LLC, Retirement HQ, LLC, AE Management Services, LLC, Go-Modern, LLC, Innovation Design Group, LLC, Advisors Tech, LLC, and additional affiliated companies added for operational purposes under ADVISORS EXCEL's control.

WHEREAS, ADVISORS EXCEL is contemplating investing approximately Seven Million Dollars (\$7,000,000.00) to purchase, rehabilitate and equip additional office space in Topeka, Shawnee County, Kansas; and

WHEREAS, ADVISORS EXCEL intends to expand its operations and, in the process, create two hundred twenty (220) full time jobs over the next approximately five (5) years; and

WHEREAS, GO TOPEKA desires to assist and promote ADVISORS EXCEL by offering up to One Million Four Hundred Ninety Thousand Dollars (\$1,490,000) in employment, training and investment incentives; and

WHEREAS, ADVISORS EXCEL acting in reliance upon the incentives set forth in this Agreement, has decided to maintain and expand its operations in Shawnee County, Kansas; and

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

WITNESSETH:

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

1. Local Employment Incentive. GO TOPEKA agrees to provide to ADVISORS EXCEL an employment incentive of up to One Million Two Hundred Ten Thousand Dollars (\$1,210,000) (the “Employment Incentive”) for new Full Time Employment Positions created by ADVISORS EXCEL over five (5) years, subject to the limitations and requirements outlined herein. A new Full Time Employment Position as defined below is eligible for an Employment Incentive of \$5,500, paid over five years (\$1,100 per year); however, the average compensation for all of the eligible new Full Time Employment Positions must equal at least \$52,000.00 annually in order for any of the new Full Time Employment Positions to qualify for the Employment Incentive.

As used in this agreement, a “Full Time Employment Position” is an employee position that includes approximately 2080 paid hours of service in Shawnee County, Kansas, during each calendar year. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, bonuses or other cash incentives paid by ADVISORS EXCEL to a full-time employee in a calendar year, but does not include benefits. Each position shall be eligible to receive health insurance benefits, at least part of the premiums of which are paid by ADVISORS EXCEL, and paid time off. Nothing herein shall require that a Full Time Employment Position be held by the same person, nor shall this Agreement preclude ADVISORS EXCEL from changing the title, purpose or utility of a position (as long as it meets the other requirements identified herein, including compensation). Each Full Time Employment Position must be one in which ADVISORS EXCEL withholds and pays all federal, state and local employment taxes attributable to the employee. More than one position cannot be aggregated to qualify for an Employment Incentive.

Only new Full Time Employment Positions shall be eligible for the Employment Incentive. A “new” Full Time Employment Position is an otherwise eligible Full Time

Employment Position that is in excess of and in addition to the 519 Full Time Employees employed by ADVISORS EXCEL as of December 12, 2018.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and ADVISORS EXCEL is undertaking an open and active search and such position is filled within one hundred eighty (180) days after the vacancy during the calendar year. If unfilled for longer than one hundred eighty (180) days during a calendar year, the position will cease to qualify as Full Time Employment Position and will not be eligible for an Employment Incentive for that year.

Notwithstanding anything to the contrary herein, a maximum Employment Incentive available hereunder shall not exceed One Million Two Hundred Ten Thousand Dollars (\$1,210,000) in the aggregate. To qualify for the Employment Incentive, the Full Time Employment Positions must commence on or after December 12, 2018 and be hired and receiving compensation by December 31, 2023.

Installments of the Employment Incentive shall be available to be earned for up to five (5) consecutive years plus nineteen (19) days, with the first qualifying year beginning on December 12, 2018 (with the Employment Incentive installment relating to Full Time Employment Positions established in 2018 and 2019 paid in 2020), and the last qualifying year (depending when a position was added) ending on December 31, 2023 (with the first Employment Incentive installment relating thereto paid in 2024). The Employment Incentives shall not exceed Two-Hundred Forty-Two Thousand Dollars (\$242,000) in any one calendar year.

GO TOPEKA will endeavor to make incentive payments according to the following schedule:

- New Full Time Employment Positions hired between December 12, 2018 and December 31, 2019 will receive the first incentive payment installment in 2020;
- New Full Time Employment Positions hired between January 1, 2020 and December 31, 2020 will receive the first incentive payment installment in 2021;
- New Full Time Employment Positions hired between January 1, 2021 and December 31, 2021 will receive the first incentive payment installment in 2022;
- New Full Time Employment Positions hired between January 1, 2022 and December 31, 2022 will receive the first incentive payment installment in 2023;

- New Full Time Employment Positions hired between January 1, 2023 and December 31, 2023 will receive the first incentive payment installment in 2024;

provided, however, that ADVISORS EXCEL must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein). GO TOPEKA shall make all reasonable efforts to complete payment of all incentive payments within sixty (60) days of the receipt of such sufficient documentation relating to employment levels.

The parties recognize there may be some turnover and fluctuations in ADVISORS EXCEL's employment levels. Therefore, subject to the termination provision, a position may qualify for an Employment Incentive in one year after failing to qualify in a prior year.

For purposes of illustration, if ADVISORS EXCEL hires throughout the period between January 1, 2020 and December 31, 2020 two hundred twenty (220) new Full Time Employment Positions receiving average compensation of at least \$52,000, it would be eligible to receive an Employment Incentive installment in the amount of \$242,000 (220 x 1,100) in 2021 upon receipt and verification of appropriate documentation.

2. Employment Incentive Calculation Documentation. When and as reasonably requested by GO TOPEKA, ADVISORS EXCEL shall provide GO TOPEKA with state and federal employment tax returns and/or other information reasonably necessary to establish employment levels in Shawnee County, Kansas, for purposes of calculating Employment Incentives and monitoring ADVISORS EXCEL's performance hereunder. GO TOPEKA is granted the right to audit payroll and human resources records at any time during the term of this Agreement. GO TOPEKA is granted the right to reduce payments made to ADVISORS EXCEL by amounts found to be improper, unauthorized or unsubstantiated. GO TOPEKA shall have sole authority in this regard and shall base its decision upon information submitted, including absence of documents to substantiate expenditure.

3. Employee Training Incentive. GO TOPEKA agrees to provide to ADVISORS EXCEL an Employee Training Incentive for up to five (5) years and nineteen (19) days totaling up to, but not to exceed Two Hundred Twenty Thousand Dollars (\$220,000.00) (the "Employee Training Incentive"). GO TOPEKA shall reimburse ADVISORS EXCEL in the amount of One Thousand Dollars (\$1,000.00) per trained Full Time Employment Position for verifiable training costs including, but not limited to, tuition, computer software for in-house training and other direct training costs incurred from December 12, 2018 to December 31, 2023. GO TOPEKA

shall not reimburse ADVISORS EXCEL for incidental costs associated with training such as travel expenses, meals, and lodging. The Employee Training Incentive payment(s) shall be made to ADVISORS EXCEL beginning in the first quarter of 2020 for training costs incurred in 2018 and 2019 upon proof of approved training expenses in the form of paid invoices, or other verifiable records confirming payment for approved training expenses. Subsequent payments for training expenses incurred shall be available on a quarterly basis thereafter. Payment for expenses incurred in a particular quarter shall be made the following quarter assuming all necessary documentation has been submitted and approved. Training for any employee at ADVISORS EXCEL who holds a Full Time Employment Position is eligible for the Employee Training Incentive as described in this agreement.

4. Real Estate Investment Incentive. For each One Million Dollars (\$1,000,000.00) in expenditure for the purchase of real estate, including associated transaction costs, and the improvement thereof made by ADVISORS EXCEL in Topeka, Shawnee County, Kansas up to but not to exceed a total capital investment of Seven Million Dollars (\$7,000,000.00) GO TOPEKA shall pay an incentive to ADVISORS EXCEL of Eight Thousand Dollars (\$8,000.00) (The “Real Estate Investment Incentive”). The aggregate of said real estate investment incentive payments shall not exceed Fifty-Six Thousand Dollars (\$56,000.00.). The real estate investment incentive payments shall be made to ADVISORS EXCEL upon GO TOPEKA’s receipt of closing documents showing the purchase of the real estate along with any and all appropriate documentary evidence showing further capital investment in the real estate for the construction or rehabilitation of improvements thereon.

5. Equipment Investment Incentive. For each One Million Dollars (\$1,000,000.00) in equipment investment made by ADVISORS EXCEL in or related to equipment housed in its purchased and rehabilitated real estate located in Topeka, Shawnee County, Kansas up to, but not to exceed a total equipment capital investment of Two Million Dollars (\$2,000,000.00) GO TOPEKA shall pay an equipment investment incentive to ADVISORS EXCEL of Two Thousand Dollars (\$2,000.00) (the “Equipment Investment Incentive”). The aggregate of said equipment investment incentive payments shall not exceed Four Thousand Dollars (\$4,000.00). The equipment investment incentive payment(s) shall be made to ADVISORS EXCEL upon proof of purchase of said equipment in the form of paid invoices or other verifiable records confirming the payment for said equipment.

6. **Use of Funds.** The funds received by ADVISORS EXCEL pursuant hereto shall be used for the purpose of employment and training of persons to be employed in Shawnee County, Kansas.

7. **Termination.** If ADVISORS EXCEL fails to maintain at least a minimum of Four Hundred (400) Full Time Employment Positions in Shawnee County, Kansas, in any calendar year, between December 12, 2018 and December 31, 2023, (which is the last year in which to qualify for an Employment Incentive), this Agreement shall be deemed terminated and GO TOPEKA shall not be required to make any further Employment, Training or Real Estate Incentive Payments to ADVISORS EXCEL under this Agreement.

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

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

a. ADVISORS EXCEL agrees to make every reasonable effort to use, if qualified, Shawnee County residents to fill the new Full Time Employment Positions in Shawnee County, Kansas.

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

c. ADVISORS EXCEL agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the employment expansion contemplated by this Agreement. Such event would include general recognition of JEDO's and GO TOPEKA's involvement in the project.

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

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

f. Time is of the essence of this Agreement.

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

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

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

j. This Agreement may be executed in counterparts, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.

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

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

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

n. GO TOPEKA's obligations hereunder are contingent upon approval hereof by the Joint Economic Development Organization ("JEDO") and the continued funding of GO TOPEKA at adequate levels through a portion of the Shawnee County retailer's sales tax and/or by JEDO. GO TOPEKA may unilaterally reduce or eliminate any payments hereunder in the event that sufficient funds are not available (taking into account GO TOPEKA's other obligations). GO TOPEKA will endeavor to give ADVISORS EXCEL advance notice of any reduction of funds when practical. ADVISORS EXCEL agrees and understands that if there are not sufficient funds appropriated or available to GO TOPEKA to continue to make any payments

hereunder (taking into account GO TOPEKA's other obligations), GO TOPEKA may terminate this Agreement with written notice of termination to ADVISORS EXCEL. The reduction or elimination of any payments, and/or termination of this Agreement pursuant to this paragraph, shall not cause any penalty or damages to be charged to GO TOPEKA and ADVISORS EXCEL waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur.

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

p. ADVISORS EXCEL agrees to make a good faith effort to provide relocating information to existing employees, and/or new employees with information/relocation materials regarding Topeka and Shawnee County, that support and promote residency within the Topeka/Shawnee County limits. Annual reporting of these efforts shall be provided to GO TOPEKA during the incentivized period defined in this Agreement.

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

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

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

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

“ADVISORS EXCEL”

ADVISORS EXCEL, LLC

By: _____

Print Name: Amy Klotz

Title: Chief Financial Officer

“GO TOPEKA”

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By: _____

Print Name: Molly Howey

Title: Senior V.P., Economic Development



Agenda Item No. 4E

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:

APPROVAL of Amendment of Project Prince Incentive Agreement

INCENTIVE AGREEMENT

This Incentive Agreement is effective October ____, 2020, and is entered into between the following parties:

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

719 S. Kansas Ave., Suite 100
Topeka, KS 66603
Phone: (785) 234-2644
Fax: (785) 234-8656
Contact Person/Title: Molly Howey, President

HILLS: HILL'S PET NUTRITION, INC.

400 SW 8th Avenue
Topeka, KS 66603
Phone: (785) 354-8523
Fax: (785)

Contact Person/Title: Ed Oblon, Vice President, Hill's Pet Nutrition

WHEREAS, HILL'S is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

WHEREAS, HILL'S is contemplating investing approximately Thirty-One Million Four Hundred Thousand Dollars (\$31,400,000.00) to construct improvements to its facilities, and equip additional production space in Shawnee County, Kansas; and

WHEREAS, HILL'S intends to expand its operations and, in the process, create thirty-three (33) full time jobs over the next approximately five (5) years; and

WHEREAS, GO TOPEKA desires to assist and promote HILL'S by offering up to Three Hundred Forty-One Thousand Dollars (\$341,000.00) in employment, training and investment incentives; and

WHEREAS, HILL'S acting in reliance upon the incentives set forth in this Agreement, has decided to maintain and expand its operations in Shawnee County, Kansas; and

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

WITNESSETH:

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

1. Local Employment Incentive. GO TOPEKA agrees to provide to HILL'S an employment incentive of up to Two Hundred Fourteen Thousand Five Hundred Dollars (\$214,500) (the "Employment Incentive") for new Full Time Employment Positions created by HILL'S over five (5) years, subject to the limitations and requirements outlined herein. The eligibility for Employment Incentive for a new Full Time Employment Position is based on annual employee compensation as follows:

<u>Annual Compensation</u>	<u>Total Employment Incentive</u>	<u>Per Year</u>
• \$56,000 or more	\$6,500	\$1,300

A Full Time Employment Position receiving compensation of less than \$56,000.00 annually is not eligible for an Employment Incentive.

As used in this agreement, a "Full Time Employment Position" is an employee position that includes approximately 2080 paid hours of service in Shawnee County, Kansas, during each calendar year. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, overtime, vacation (and/or paid time off), holidays, bonuses or other cash incentives paid by HILL'S to a full-time employee in a calendar year, but does not include benefits. Each position shall be eligible to receive health insurance benefits, at least part of the premiums of which are paid by HILL'S, and paid time off. Nothing herein shall require that a Full Time Employment Position be held by the same person, nor shall this Agreement preclude HILL'S from changing the title, purpose or utility of a position (as long as it meets the other requirements identified herein, including compensation). Each Full Time Employment Position must be one in which HILL'S withholds and pays all federal, state and local employment taxes attributable to the employee. More than one position cannot be aggregated to qualify for an Employment Incentive.

Only new Full Time Employment Positions shall be eligible for the Employment Incentive. A "new" Full Time Employment Position is an otherwise eligible Full Time Employment Position that is in excess of and in addition to the 172 Full Time Employees employed by HILL'S as of February 4, 2020.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and HILL'S is undertaking an open and active search and such position is filled within one hundred eighty (180) days after the vacancy during the calendar year. If unfilled for longer than one hundred eighty (180) days during a calendar year, the position will cease to qualify as Full Time Employment Position and will not be eligible for an Employment Incentive for that year.

Notwithstanding anything to the contrary herein, a maximum Employment Incentive available hereunder shall not exceed Two Hundred Fourteen Thousand Five Hundred Dollars (\$214,500) in the aggregate. To qualify for the Employment Incentive, the Full Time Employment Positions must commence on or after February 4, 2020 and be hired and receiving compensation by February 3, 2025. The Employment Incentives shall not exceed Forty-Two Thousand Nine Hundred Dollars (\$42,900) in any one calendar year.

GO TOPEKA will endeavor to make incentive payments according to the following schedule:

- New Full Time Employment Positions hired between February 4, 2020 and December 31, 2020 will be eligible to receive the first incentive payment installment in 2021;
- New Full Time Employment Positions hired between January 1, 2021 and December 31, 2021 will be eligible to receive the first incentive payment installment in 2022;
- New Full Time Employment Positions hired between January 1, 2022 and December 31, 2022 will be eligible to receive the first incentive payment installment in 2023;
- New Full Time Employment Positions hired between January 1, 2023 and December 31, 2023 will be eligible to receive the first incentive payment installment in 2024;
- New Full Time Employment Positions hired between January 1, 2024 and February 3, 2025 will be eligible to receive the first incentive payment installment in 2025;

provided, however, that HILL'S must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein). GO TOPEKA shall make all reasonable efforts to complete payment of all incentive payments within sixty (60) days of the receipt and verification of such sufficient documentation relating to employment levels.

The parties recognize there may be some turnover and fluctuations in HILL'S employment levels. Therefore, subject to the termination provision, a position may qualify for an Employment Incentive in one year after failing to qualify in a prior year.

For purposes of illustration, if HILL'S hires throughout the period between February 4, 2020 and December 31, 2020 six (6) new Full Time Employment Positions receiving compensation of at least \$56,000, it would be eligible to receive an Employment Incentive installment in the amount of \$7,800 (6 x \$1,300) in 2021 upon receipt and verification of appropriate documentation.

2. Employment Incentive Calculation Documentation. When and as reasonably requested by GO TOPEKA, HILL'S shall provide GO TOPEKA with state and federal employment tax returns and/or other information reasonably necessary to establish employment levels in Shawnee County, Kansas, for purposes of calculating Employment Incentives and monitoring HILL'S performance hereunder. During the term of this Agreement, GO TOPEKA shall have the right at reasonable times (during normal business hours), subject to at least 48 hours advance notice, to audit payroll and human resources records to demonstrate compliance with this Agreement. GO TOPEKA is granted the right to reduce payments made to HILL'S by amounts found to be improper, unauthorized or unsubstantiated. GO TOPEKA shall have sole authority in this regard and shall base its decision upon information submitted, including absence of documents to substantiate expenditure. To the extent permitted under the laws of the state of Kansas and pursuant to a mutually agreeable non-disclosure agreement, GO TOPEKA agrees that all information provided under this Section shall be confidential and not be disclosed to third parties or used for any purpose other than in performing GO TOPEKA's duties with respect to

this Agreement, or enforcing GO TOPEKA's rights or remedies under this Agreement.

3. Employee Training Incentive. HILL'S may earn an Employee Training Incentive in an amount not to exceed Thirty-Three Thousand Dollars (\$33,000.00) (the "Employee Training Incentive"). GO Topeka shall reimburse HILL'S for verifiable training costs including, but not limited to, tuition, registration fees, computer software for in-house training and other direct training costs incurred from February 4, 2020 to February 3, 2025 in accordance with the following provisions. HILL'S shall be eligible for up to One Thousand Dollars \$1,000 in Employee Training Incentive for each new Full Time Employment Position (as defined in Section 1 "Local Employment Incentive"), up to thirty-three (33), created by HILL'S. An Employee Training Incentive payment may be made to HILL'S starting in 2021 for training costs incurred by any full time employee (new or existing) at HILL'S after February 4, 2020 upon proof of approved training expenses in the form of paid invoices, or other verifiable records confirming payment for approved training expenses. The amount of Employee Training Incentive available in a particular year will be based on new Full Time Employment Positions created by HILL'S in the previous eligible year (for example, if HILL'S created six (6) new Full Time Employment Positions in 2020, HILL'S could receive a reimbursement of up to \$6,000 in 2021, for expenses incurred to train any existing or new full time employee). Payment for training expenses incurred shall be available on a yearly basis thereafter through February 3, 2025 based on the previous year's job creation and verifiable training costs. GO TOPEKA shall not reimburse HILL'S for incidental costs associated with training such as travel expenses, meals, and lodging.

4. Facilities and Equipment Investment Incentive. For each Three Million One Hundred Forty Dollars (\$3,140,000.00) in expenditure for the improvement of facilities made by HILL'S in Topeka, Shawnee County, Kansas, including the purchase of equipment to be housed at its facilities located in Shawnee County, Kansas, up to but not to exceed a total capital investment of Thirty-One Million Four Hundred Thousand Dollars (\$31,400,000.00), GO TOPEKA shall pay an incentive to HILL'S of Nine Thousand Three Hundred Fifty Dollars (\$9,350.00) (The "Real Estate and Equipment Investment Incentive"). The aggregate of said real estate and equipment investment incentive payments shall not exceed Ninety-Three Thousand Five Hundred Dollars (\$93,500.00). The Real Estate and Equipment Investment Incentive payments shall be made to HILL'S upon GO TOPEKA's receipt of sufficient documentation showing capital investment in the facilities for the construction or renovation of improvements thereon and the purchase of said equipment.

5. Use of Funds. The funds received by HILL'S pursuant hereto shall be used for the purpose of improving facilities and purchasing equipment to be installed in Shawnee County, Kansas and for the employment and training of persons to be employed in Shawnee County, Kansas.

6. Termination. This Agreement shall be deemed terminated and GO TOPEKA shall not be required to make any further Employment Incentive, Employee Training Incentive or Real Estate and Equipment Investment Incentive payments to HILL'S under this Agreement upon the occurrence of any of the following:

a. HILL'S failure to maintain at least a minimum of 172 Full Time Employment

Position in Shawnee County, Kansas, in any calendar year, between February 4, 2020 and February 3, 2025 (which is the date to qualify for an Employment Incentive), subject to HILL'S right to engage in an active search for 180 days to fill any vacancy pursuant to Section 1;

b. HILL'S failure to perform any obligation, other than as set forth in (a) above, or breach of any covenant or representation under this Agreement and such failure or breach remains uncured for 30 days upon receipt of notice from GO TOPEKA;

c. GO TOPEKA's failure to perform any obligation or breach of any covenant or representation under this Agreement and such failure or breach remains uncured for 30 days upon receipt of notice from HILL'S; and

d. 60 days after GO TOPEKA'S receipt of notice from HILL'S of its intent to terminate this Agreement without cause.

Termination does not relieve GO TOPEKA of its obligation to make any Employment Incentive, Employee Training Incentive or Real Estate and Equipment Investment Incentive payments earned by HILL'S through the termination date.

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

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

a. HILL'S agrees to make every reasonable effort to use, if qualified, Shawnee County residents to fill the new Full Time Employment Positions in Shawnee County, Kansas.

b. HILL'S shall provide prompt advance notice to GO TOPEKA of any material change in HILL'S ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in (a) a default by HILL'S under any agreement to which it is a party related to the matters set forth herein, or (b) a material change in the Full Time Employment Positions maintained in Shawnee County, Kansas.

c. During the term of this Agreement, HILL'S agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the employment expansion contemplated by this Agreement. Such event would include general recognition of JEDO's and GO TOPEKA's involvement in the project.

d. This writing contains the entire agreement reached between the parties hereto with respect to the subject matter hereof, and may be amended only in writing, duly executed by all parties concerned. If for any reasons any non-material provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

e. This Agreement shall be interpreted under the laws of the State of Kansas, with venue being solely in the state District Court of Shawnee County, Kansas. In the event any

provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

f. Time is of the essence of this Agreement.

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

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

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

j. This Agreement may be executed in counterparts, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.

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

l. Sarbanes-Oxley and similar legislation may have application to, or affect the accounting for, this Agreement by HILL'S.

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

n. GO TOPEKA's obligations hereunder are contingent upon approval hereof by the Joint Economic Development Organization ("JEDO") and the continued funding of GO TOPEKA at adequate levels through a portion of the Shawnee County retailer's sales tax and/or by JEDO. GO TOPEKA may unilaterally reduce or eliminate any payments hereunder in the event that sufficient funds are not available (taking into account GO TOPEKA's other obligations). GO TOPEKA will endeavor to give HILL'S advance notice of any reduction of funds when practical. HILL'S agrees and understands that if there are not sufficient funds appropriated or available to GO TOPEKA to continue to make any payments hereunder (taking into account GO TOPEKA's other obligations), GO TOPEKA may terminate this Agreement with written notice of termination to HILL'S. The reduction or elimination of any payments, and/or termination of this Agreement pursuant to this paragraph, shall not cause any penalty or damages to be charged to GO TOPEKA and HILL'S waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur.

o. In carrying out the terms and provisions of this Agreement, HILL'S shall not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive or provide services because of race, color, religion, sex, age, disability,

national origin or any other status protected by applicable federal or state law or local ordinance.

p. HILL'S agrees to make a good faith effort to provide relocating information to existing employees, and/or new employees with information/relocation materials regarding Topeka and Shawnee County, that support and promote residency within the Topeka/Shawnee County limits. Annual reporting of these efforts shall be provided to GO TOPEKA during the incentivized period defined in this Agreement.

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

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

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

t. HILL'S shall not be liable for failure of performance hereunder if occasioned by war, declared or undeclared; fire; flood; interruption of transportation; embargo; accident; explosion; inability to procure or shortage of supply, materials, equipment or production facilities; pandemic; governmental order, regulations, restrictions, priorities or rationing; or by strike, lock out, or other labor troubles interfering with the supplies of materials; or other cause beyond the control of the parties. Suspension of performance by reason of this Section shall be limited to the period during which such cause of failure exists.

~~u.~~ In any proceed brought to resolve a dispute or that otherwise arises under, relates to or is filed in connection with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, all reasonable costs and expenses incurred, including reasonable attorneys' fees, in connection with such proceeding.

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

"HILL'S"

HILL'S PET NUTRITION, INC.

By:

Ed Oblon, Vice President, Hill's Pet Nutrition, Inc.

,

“GO TOPEKA”

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By:

Molly Howey, President

City of Topeka & Shawnee County



Agenda Item No. 4F

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:

APPROVAL of Incentive Funding for Project Meadowlark



MEMORANDUM

To: JEDO Board

From: Barbara Stapleton, VP Business Retention & Talent Initiatives

Date: 12.1.2020

RE: Project Meadowlark Incentive Request

GO Topeka staff has been working with a company (Project Meadowlark) that is expanding in our community. We are seeking GO Topeka Board approval of the incentive funding. Below is a summary of the project and the requested incentive package:

Project Meadowlark Summary

Industry Type: Manufacturing Technology

Capital Investment: \$5.4M

Average Wage: \$42,000 annually, plus benefits

Number of Jobs: 41 new jobs over five years

Incentive Proposal

In the growth and expansion of Project Meadowlark in Shawnee County, Kansas, there is an expected addition of up to 41 new FTE jobs, with salary ranges depending on positions incentivized between \$36,000 and \$80,000 plus benefits. GO Topeka proposes up to \$8,000 per new job proportionate to salary and in alignment with our guidelines. The job incentives will be paid out in equal installments (1/5 of each qualified job incentive) annually over five years, not to exceed \$126,500 in aggregate. In addition, a training incentive in the amount of \$1,000 per new employee will be offered as part of the package. Capital Investment includes building and facility improvement expenditures and equipment purchases of \$5.4 million.

All proposed incentives are performance-based, to be paid out as earned with details of the agreement outlined via a formal agreement with the company.

Below is a breakdown of the proposed incentives:

\$5.4M in Capital Investments =	\$ 27,300
\$3,500 per job X 17 new jobs =	\$ 59,500
\$4,000 per job X 12 new jobs =	\$ 48,000
\$5,500 per job X 2 new jobs =	\$ 11,000
\$8,000 per job X 1 new job =	\$ 8,000
\$1,000 per new employee for training =	\$ 41,000
<u>TOTAL PROPOSED INCENTIVE =</u>	<u>\$ 194,800</u>



Agenda Item No. 4G

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:
APPROVAL of Incentive Funding for Project Central



MEMORANDUM

To: JEDO Board

From: Rhiannon Friedman, VP Business Development & Barbara Stapleton, VP Business Retention and Talent Initiatives

Date: 12.1.2020

RE: Project Central Incentive Request

GO Topeka staff has been working with a new company (Project Central) that is looking to expand operations into our community. We are seeking JEDO approval of the incentive funding. Below is a summary of the project and the requested incentive package:

Project Central Summary

Industry Type: Manufacturing

Capital Investment: \$9.5M

Average Wage: \$40,000 annually, plus benefits

Number of Jobs: up to 50 new jobs over five years

Incentive Proposal

Project Central in Shawnee County, Kansas, proposes an expected addition of up to 50 new full-time jobs, with an average wage of \$40,000 annually, plus benefits. GO Topeka proposes up to \$4,000 per new full-time job created up to 50 jobs in alignment with our guidelines. The job incentives will be paid out in equal installments annually over five years, not to exceed \$200,000 in aggregate. In addition, a training incentive in the amount of \$1,000 per new employee up to 50 employees will be offered to the company as part of the package. Capital Investment includes facility improvement expenditures and equipment purchases of \$9.5 million.

All proposed incentives are performance-based, to be paid out as earned and details of the agreement will be outlined via a formal contract with the company.

Below is a breakdown of the proposed incentives:

\$9.5M in Capital Investments =	\$ 34,000
\$4,000 per job X 50 new jobs =	\$200,000
\$1,000 per new employee for training =	\$ 50,000
<u>TOTAL PROPOSED INCENTIVE =</u>	<u>\$284,000</u>



Agenda Item No. 4H

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:
APPROVAL of Incentive Funding for Project Gateway



MEMORANDUM

To: JEDO Board

From: Rhiannon Friedman, VP Business Development

Date: 12.1.2020

RE: Project Gateway Incentive Request

GO Topeka staff has been working with an existing company (Project Gateway) that is looking to grow and expand in our community. We are seeking JEDO approval of the incentive at the December 9th meeting.

Below is a summary of the project and the requested incentive package:

Project Gateway Summary

Industry Type: Technology

Average Wage: \$43,000 annually, plus benefits

Number of Jobs: up to 168 new jobs over five years

Incentive Proposal

Project Gateway in Shawnee County, Kansas, proposes an expected addition of up to 168 new full-time jobs, with an average wage of \$43,000 annually, plus benefits. GO Topeka proposes up to \$4,000 per new full-time job created up to 168 jobs in alignment with our guidelines. The job incentives will be paid out in equal installments annually over five years, not to exceed \$672,000 in aggregate. In addition, a training incentive in the amount of \$1,000 per new employee up to 168 employees will be offered to the company as part of the package.

All proposed incentives are performance-based, to be paid out as earned and details of the agreement will be outlined via a formal contract with the company.

Below is a breakdown of the proposed incentives:

\$4,000 per job X 168 new jobs =	\$672,000
\$1,000 per new employee for training =	\$168,000
<u>TOTAL PROPOSED INCENTIVE =</u>	<u>\$840,000</u>

City of Topeka & Shawnee County



Agenda Item No. 5

**JEDO Board Meeting
December 9, 2020**

PRESENTATION:
GO Topeka Third Quarter Report



GO TOPEKA QUARTERLY REPORT

THIRD QUARTER
2020



785-234-2644



[GOTopeka.com](https://www.GOTopeka.com)



719 S Kansas Ave., Topeka, KS 66603





GO TOPEKA
785.234.2644
GOTopeka.com
719 S Kansas Ave. Ste. 100
Topeka, KS 66603

LEFT AND BELOW PHOTO:

LEFT PHOTOS:

TOP: Custom Dredge Works stands along GO Topeka staff and the JEDO committee after the approval of incentives to expand operations and increase the number of jobs at the company.

BOTTOM: Crossroads Fountain at Every Plaza during a light display. The fountain and light show is synchronized with music.

BOTTOM PHOTO:

A shot of the Cargill plant in Topeka, KS. Cargill has agreed to be a founding partner for the new Plug and Play Topeka Animal Health & Ag Tech Accelerator.



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KEY

Momentum 2022 focuses on five key elements to make Topeka & Shawnee County a better place to live, work, play and do business.



Develop
Homegrown
Talent



Create Vibrant
& Attractive
Places



Grow a
Diverse
Economy



Promote a
Positive Image



Collaborate
for a Strong
Community

TOPEKA & SHAWNEE COUNTY

VITAL STATS

Updated 01-30-2020



DEVELOP HOMEGROWN TALENT

GRADUATION RATE

STATE OF KANSAS
87.3%

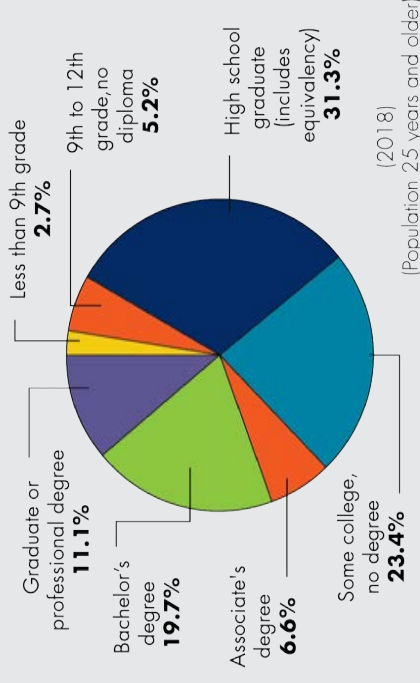
SHAWNEE COUNTY
88.2%

Four-year adjusted cohort formula
(all Schools 2018-2019) (1)

STUDENT-LEVEL METRICS (2019)



EDUCATIONAL ATTAINMENT



CERTIFICATES EARNED

1,403

(less than a 2-year degree)
(2019)

CREATE VIBRANT & ATTRACTIVE PLACES

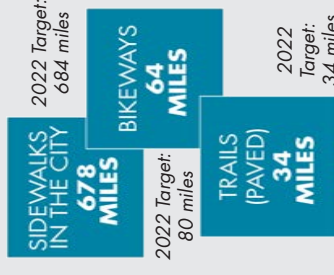


LIVABILITY

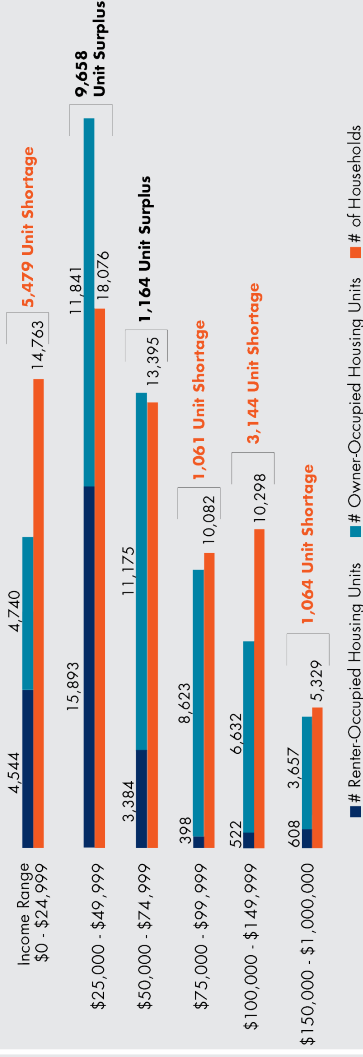
This score rates the overall livability of Shawnee County on a scale from 0 to 100. It is based on the average score of seven livability categories—housing, neighborhood, transportation, environment, health, engagement, and opportunity—which also range from 0 to 100.



PEDESTRIAN FRIENDLINESS (2019)



AFFORDABLE HOUSING (2018)



*The analysis does not account for age or quality of housing units, and there is the possibility that upper income households are likely outcompeting lower income households for the same housing units.

ATTENDANCE AT ATTRACTIONS (2019)

550,672
PEOPLE

Total attendance of the following Shawnee County Attractions:
Iapaka Zoo, KS Children's Discovery Center, IPAC, Old Prairie Town, KS State Capitol, TCT, Sunflower Soccer, Mulvane Air Museum, Brown vs Board NHS, Evel Knievel Museum, Museum of KS Nat'l Guard, Combat Air Museum, Jayhawk Theater, Ritchie House, Great Overland Station

2022 Target: 750,000 people



PROMOTE A POSITIVE IMAGE

NET PROMOTER SCORE (NPS)

An index ranging from -100 to 100 that measures the willingness of customers to recommend a product or experience to others.



2022 Target: 0 NPS



GROW A DIVERSE ECONOMY

SHARE OF EMPLOYMENT AT NEW BUSINESSES

7,517 OR 9.65% PEOPLE WORK AT A NEW BUSINESS

(New business is any that has been open less than five years)(2018 Q4)

2022 Target: 7,093 people

ANNUAL MEDIAN WAGE IN TOPEKA

\$37,620

(2019 MSA)

2022 Target: \$39,000

PRIVATE CAPITAL INVESTMENT (2019)



Capital investment is the amount of money new or current businesses spend to create, expand or improve facilities. For this report, capital investment is captured by GO Topeka during regular communications with companies or when companies work with GO Topeka to receive an incentive for an investment. The numbers are self-reported and exclude the cost of maintenance. GO Topeka makes every attempt to gather this info for all companies in Shawnee County, however some will not be captured due to lack of awareness of the investment.

2022 Target: \$350M

TOTAL PRIVATE JOBS

73,611

(Mar 2020)

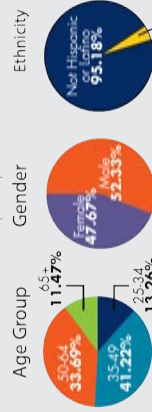
(Private = Non-Government Jobs)

2022 Target: 79,000 jobs



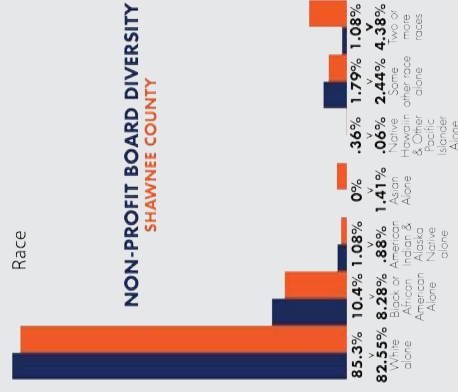
COLLABORATE FOR STRONG COMMUNITY

NON-PROFIT BOARD DIVERSITY (2018)



It is intended that non-profit boards are reflective of the community as a whole. To that end, the graphs above should mirror the graphs at right.

NON-PROFIT BOARD DIVERSITY SHAWNEE COUNTY



PHYSICAL AND MENTAL HEALTH (2020)

3.6 POOR PHYSICAL HEALTH DAYS
3.8 POOR MENTAL HEALTH DAYS

Average number of physically/mentally unhealthy days reported in past 30 days (age-adjusted)

2022 Target: 2.7 Physical | 3.2 Mental

INFANT MORTALITY RATE (2020)

7.1 WITHIN 1 YEAR, PER 1,000 LIVE BIRTHS

(9)

GLOBAL METRICS

GDP OF DOLLARS (10)

\$11.322 BILLION IN 2018

Gross domestic product (GDP) is equal to the sum of personal consumption expenditures, gross private domestic investment, net exports of goods and services, and government consumption expenditures and gross investment.

\$10.655 BILLION IN 2017

2022 Target: \$11.500 GDP in billions of current dollars

NUMBER OF PEOPLE WORKING, BUT NOT LIVING IN SHAWNEE COUNTY (2017)

39,185 OR 39%

2022 Target: 33%

PER CAPITA INCOME IN SHAWNEE COUNTY (2018)

\$46,861

2022 Target: \$50,000

POVERTY RATE IN SHAWNEE COUNTY (2018)

13.9% TOTAL POVERTY RATE

17.5% CHILD POVERTY RATE

2022 Target: 10%

All metrics refer to Shawnee County unless otherwise stated.

Sources: **1** Kansas State Department of Education, **2** U.S. Census Bureau, ACS 5Year Estimates, **3** AAPG Livability Index, **4** City of Topeka Planning Department, **5** Quarterly Census of Employment and Wages, **6** Occupational Employment Statistics, **7** Momentum 2022 Survey, **8** U.S. Census Bureau, Longitudinal Employer-Household Dynamics, **9** County Health Ranking, **10** Bureau of Economic Analysis, **11** U.S. Census Bureau, Small Area Income and Poverty Estimates

PROVIDED BY



BUSINESS ATTRACTION



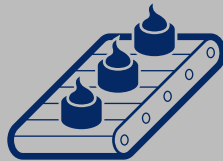
Grow a
Diverse
Economy

Although 2020 has been challenging for some areas of business, GO Topeka continues to work strategically to attract new businesses and jobs to Topeka and Shawnee County. This quarter we have seen a record number of projects with a total of 10 in Q3 and a year-to-date total of 37 projects with 33 in the pipeline. GO Topeka has also hosted seven site visits in 2020.

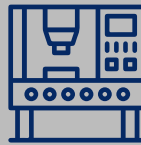
10 NEW PROJECTS IN Q3



MANUFACTURING
3



FOOD
PROCESSING
3



TECH
2

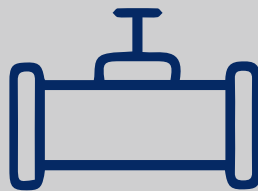


DISTRIBUTION
1



OFFICE
1

37 PROJECTS YTD



TOTAL PROJECTS
IN THE PIPELINE
33



YEAR TO DATE
SITE VISITS
7



HOST

Helping Others Support Topeka



\$1,191,500

Distributed to **356**
Shawnee County
businesses



Supported over

2,600

furloughed workers,
totaling over

\$617,000

in impact relief

Created to provide emergency recovery and relief to Shawnee County small businesses, the HOST Relief Program has provided more than \$1M in funding toward local economic recovery in the last three months.

The Greater Topeka Partnership and GO Topeka shared how its HOST Relief Program has taken the lead to support local economic recovery by providing relief funds to Shawnee County small businesses. Since the program's kickoff in late March 2020, a total of \$1,191,500 has been distributed to 356 small businesses through HOST private donation or public grants in the last six months. HOST, or Helping Others Support Topeka, was created to provide emergency and recovery funding for local businesses affected by the COVID-19 pandemic. In addition to providing up-to-date figures on the recovery impact of the relief program, HOST announced a special gift card donation to Shawnee County first responders.





Grow a
Diverse
Economy

BUSINESS RETENTION & EXPANSION

4 ADDITIONAL PROJECTS

10 YEAR TO DATE

In the third quarter of 2020, GO Topeka worked with four existing companies, looking to grow and expand in our community. Project Vita and Project Vertical received funding approval during the September JEDO Meeting and Project Oyster and Project Prince announced and had agreements approved.



PROJECT VITA

This project is a life sciences company that will be adding 7 new jobs over the next five years with an average wage of \$85K annually plus benefits, along with a capital investment of \$1.5M in facility improvement expenditures and equipment purchases. The approved incentive of \$76,500 provides a total (10Y) economic impact of \$40.5M, along with a return on investment of 396%.



PROJECT VERTICAL

A manufacturing company, this project will invest \$6.6M in capital investment and add up to 40 new jobs with an average wage of \$43K annually plus benefits. The approved incentive of \$234,000 will provide a total (10Y) economic impact of \$200M, along with a return on investment of 780%.



MIDWEST METALS/CUSTOM DREDGE WORKS (PROJECT OYSTER)

Midwest Metals/Custom Dredge Works will produce up to 17 new full-time jobs, with average wages of \$43K plus benefits. Capital investment from this expansion will be \$3.5M with a total economic impact over the next 10 years of \$69M, with an approved, performance-based incentive of \$96,000.

"We are grateful to GO Topeka and JEDO for considering us for this incentive," said Levi Brecheisen, project manager, Custom Dredge Works. "Our expansion includes the development of five new buildings, these will house a sand-blasting and paint department as well as a dredge assembly department. With this project, we hope to see an increase in employment, production and quality and safety."

All economic impact numbers are based on a 10 year calculation. All proposed incentives are performance-based, to be paid out as earned and details of the agreement will be outlined via a formal contract with the company and presented to JEDO for approval at a later meeting.





HILL'S PET NUTRITION (PROJECT PRINCE)

Hill's Pet Nutrition will hire 33 new full-time positions with average wages of \$56K plus benefits and a capital investment of \$31.4M over the next five years. The total economic impact over the next 10 years is expected to be \$495M, with an approved incentive of \$341,000.

"Today, the Hill's Topeka Plant produces over 200 million pounds of Hill's Prescription Diet and Science Diet pet food - a number that continues to grow. These products serve both canine and feline companion animals," said Corey Murrey, plant director, Hill's Pet Nutrition. "This growth is what is driving the capacity expansion in our plant. Over the next several years, we'll be making a significant investment in the Topeka site."

"Hill's is a homegrown Topeka business that has become a global leader in the field of animal health science," said Topeka Mayor Michelle De La Isla. "This project not only promises state-of the-art equipment and facilities, but also 33 new and specialized jobs and a substantial economic impact over time."

"I'm thrilled to see this expansion take place," Shawnee County Commissioner Kevin Cook, JEDO chair. "Hill's is playing a vital role in the health of pets all over the world, and we have the work that's being done right here in Shawnee County to thank for that."



WOMEN & MINORITY BUSINESS DEVELOPMENT



Grow a
Diverse
Economy



Collaborate
for a Strong
Community

FASTTRAC NEW VENTURE



STUDENTS
GRADUATED

Through Q2
of 2020

9

LIFE OF
PROGRAM

757

FIRST OPPORTUNITY FUND

\$50,000

1 LOAN
AWARDED

1 LINE OF
CREDIT FOR
\$50,000



3

NOTABLE NEW BUSINESSES

ROUND TABLE
BOOKSTORE

FLAVOR WAGON, LLC

NOTO ESCAPES

4

NOTABLE EXISTING BUSINESSES

TOPEKA PLUMBING
EXCAVATING, LLC

A HOME IMPROVEMENT
GALLERY

FIRE ME UP CERAMICS

ALL STAR SEAMLESS
GUTTERING, LLC

SMALL BUSINESS INCENTIVES



INCENTIVES
ISSUED, AMOUNT



INCENTIVES
ISSUED, #

Through Q3
OF 2020

\$312,869

83

LIFE OF
PROGRAM

\$1.42M

434

INCENTIVE TYPES

14

NEW BUSINESS

50

EXISTING BUSINESS



CONSTRUCTION

22



MARKETING

33



ARCHITECTURE &
DESIGN

3



TRAINING

2



EQUIPMENT

34

Some companies may
have been awarded more
than one incentive.

JOBS IMPACTED

141

FULL TIME

99

PART-TIME

240

TOTAL



KANSAS PTAC

(PROCUREMENT TECHNICAL ASSISTANCE CENTER)
FEBRUARY 1, 2020 - OCTOBER 23, 2020



NEW
CLIENTS

75

94%
of Goal



COUNSELING
HOURS

406

78%
of Goal



EVENTS HELD IN
SHAWNEE COUNTY

7

117%
of Goal



1,035
CONTRACT
AWARDS

"This Procurement Technical Assistance Center is funded in part through a cooperative agreement with the Defense Logistics Agency. It is funded additionally by Wichita State University, Pittsburg State University, GO Topeka, and Johnson County Community College."

TOTAL CONTRACT AWARDS FOR KS PTAC SUB-CENTER TOPEKA

(Service area covers 32 counties in NE KS)

\$ 119,147,473 =	FEDERAL
\$ 80,500 =	STATE & LOCAL
\$ 3,795,932 =	SUBCONTRACTS

\$ 123,023,905 TOTAL AWARDS

SHAWNEE COUNTY BUSINESSES HAVE RECEIVED:

31

CONTRACT AWARDS
FOR A VALUE OF

\$1,579,764 OUT OF THE TOTAL AWARDS AMOUNT
SHOWN ABOVE

SOCIOECONOMIC STATS ON FEDERAL CONTRACT AWARDS

SMALL DISADVANTAGED BUSINESS **141**

WOMAN OWNED SMALL BUSINESS **113**

HUBZone **33**

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS **38**

RETURN ON INVESTMENT (ROI)

FOR EVERY \$1 JEDO INVESTS, PTAC GENERATES

\$1,845

(JEDO was requested to invest \$66,689 in the KS PTAC program this year, a reduction by 4.73% from the previous year due to the program match commitment set by the Defense Logistics Agency. This is the number that is used to base the ROI number on.)



INNOVATION & ENTREPRENEURSHIP



Topeka celebrates the launch of Plug and Play Topeka this October. The animal health / ag tech focused accelerator program officially kicked off with the inaugural Selection Day, featuring ten early- and mid-stage startups from numerous U.S. states, Australia, Spain, the U.K. and Sweden pitching to an audience of corporate executives, venture capitalists and media at the fast-paced online demo day on October 21. Presenting companies have developed a variety of innovative products for the animal health and ag tech industry. These include smart health and GPS tracking software for dogs, smart ear tags for livestock and a universal pet identification microchip.

With this Selection Day, we begin the first chapter of Plug and Play Topeka. Forging ahead alongside our influential and invaluable founding partners, Cargill, Hill's Pet Nutrition and Evergy, we are setting our sights on becoming a hub of innovation of the Midwest. The program aims to bring innovative startups from around the world to Kansas every six months, building upon the region's fast-growing and robust animal health industry. The startups will go through three-month "accelerator" programs aimed at helping the businesses get off the ground. There is a 70 percent average success rate for companies that go through a Plug and Play accelerator program, measured in follow-on capital raised. Startups selected for the program receive benefits including office space, mentorship, business development, pitch polishing, and potential investment.

Presenting companies included:

- **CERES TAG:** (Queensland, Australia) smart ear tags for livestock
- **RAPiD GENOMICS:** (Gainesville, FL) DNA genotyping and genetic analysis company
- **ANDES AG:** (Emeryville, CA) harnessing the power of microbes to develop novel seeds for a regenerative agriculture revolution
- **PEEVA:** (Buffalo, NY) universal pet identification and central database microchip company
- **WAGGIT:** (Boulder, CO) smart health and GPS tracking for dogs
- **VOLTA GREENTECH:** (Stockholm, Sweden) battling global warming by reducing methane emissions from cows
- **PITPAT:** (Cambridge, U.K.) dog activity monitor and fitness tracker company
- **BOND PET FOODS:** (Boulder, CO) biotechnology company creating animal-free and protein-rich pet food
- **PROAGNI:** (New South Wales, Australia) sheep and cattle nutrition products that are antibiotic and ionophore free
- **DINBEAT:** (Barcelona, Spain) wearable technology to monitor pet health in real time

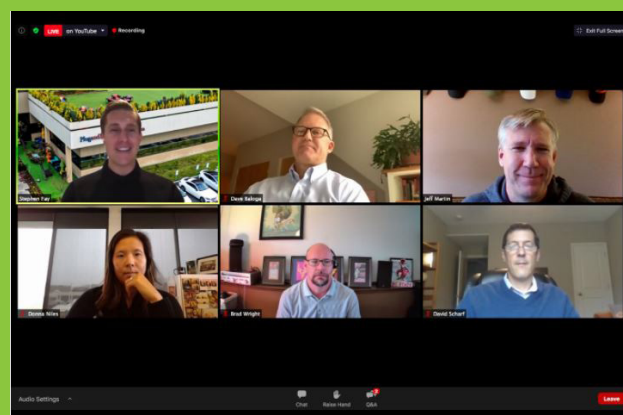
"As the animal health, agtech and bioscience industries come together, it is the ideal time to create this incredible innovation platform in Topeka," said Saeed Amidi, CEO and founder at Plug and Play. "With our wide grasp of technologies and solutions across different industries, we are very excited to explore and foster the animal health and ag tech ecosystem here in Topeka."

At the event it was announced that Evergy, an energy company serving more than 1.6 million customers across Kansas and Missouri, joins Hill's Pet Nutrition and Cargill as the founding partners in the new Plug and Play Topeka program. Evergy will be a great asset to have as Plug and Play's focus in Topeka will support innovation as the world shifts toward sustainable food production and consumption. Evergy already is a leader in clean energy, with more than 50 percent of the energy it provides coming from carbon-free sources. "With such rapid gains in new technologies, it's vital for Topeka and the other communities Evergy serves to have innovative resources that create opportunities for businesses to evolve with those changes," said Jeff Martin, Evergy's Vice President of Customer and Community Operations. "Evergy's partnership with Plug and Play is a great way to combine our strengths for the community's benefit. Whether at home, at work or in agriculture, how we use energy is changing and we look forward to helping startups take advantage of those resources and grow their ideas."



Cargill Protein had been first to announce its commitment to be a founding anchor partner back in July. The Wichita-based company has made significant investments in innovation throughout Kansas over the last decade and looks forward to collaborate and help shape the future of agriculture for our State. Cargill's 155,000 employees across 70 countries work relentlessly to achieve our purpose of nourishing the world in a safe, responsible and sustainable way. Every day, they connect farmers with markets, customers with ingredients, and people and animals with the food they need to thrive. Cargill combines 155 years of experience with new technologies and insights to serve as a trusted partner for food, agriculture, financial and industrial customers in more than 125 countries, building a stronger, sustainable future for agriculture.

Finally, the program would not have been launched had it not been for the support by Hill's Pet Nutrition both in their strong community involvement in Topeka and their active role in the KC Animal Health Corridor organization. We are proud to count Hill's among the three original founding members of Plug and Play Topeka. "Plug and Play will provide a paradigm shift to research and development. Hill's has a rich innovation pipeline and welcomes the opportunity to collaborate with startups to accelerate the delivery of breakthrough innovation for pet nutrition," said Dave Baloga, Vice President of Science and Technology at Hill's Pet Nutrition.



ANIMAL HEALTH VIRTUAL SUMMIT PARTICIPATION

For many years, GO Topeka has been actively participating in the annual animal health industry flagship event, the Animal Health Investment Forum in Kansas City. This year, the event was different, but not only because the conference was entirely virtual. It was also the first time that "Plug and Play Topeka" is jointly participated as a bronze sponsor. The event gave us the opportunity to forge even more relationships with industry players that will be important in the success of the Topeka program.

INNOVATION CAMPUS VIABILITY ASSESSMENT

To support Topeka's growth as a hub of innovation powered by Plug and Play, GO Topeka kicked off two viability assessments for the future Topeka Innovation Campus in July. Two nationally recognized real estate developers, Clark Enersen/MAG Partners and BioRealty/CRB have been contracted to lead the assessments. They are in the process of interviewing many community stakeholders, potential anchor tenants and entrepreneurs to determine advantages and disadvantages of different sites, size of buildings and partnerships. The original two site options of Kanza Science and Research Park and the River Area South have been expanded to include additional options throughout Topeka. The assessment findings are expected to be presented before the end of the year.



Develop
Homegrown
Talent

WORKFORCE & TALENT

2020 Q3 NUMBERS

TOTAL POPULATION*

123,927 in Topeka
174,799 in SNCO

2,236,583 in Kansas
260,558,000 in USA

LABOR FORCE PARTICIPATION

63,479 in Topeka
91,098 in SNCO

1,504,799 in Kansas
160,804,000 in USA

EMPLOYMENT

58,437 in Topeka
84,614 in SNCO

1,393,551 in Kansas
146,504,000 in USA

JOBS

76,995 in Topeka
90,220 in SNCO

Topeka down **6.9%** from last year
SNCO down **6.4%** from last year
1,291,923 in Kansas
131,574,398 in USA

AVERAGE WAGES

\$46,963 in Topeka
\$46,899 in SNCO

Topeka up **1.6%** from last year
SNCO up **1.6%** from last year
\$48,964 in Kansas
\$60,492 in USA

LABOR FORCE PARTICIPATION RATE

51.22% in Topeka
52.12% in SNCO

67.28% in Kansas
61.72% in USA

EMPLOYMENT-POPULATION RATIO

47.15% in Topeka
48.41% in SNCO

62.31% in Kansas
56.23% in USA

UNEMPLOYMENT RATE

7.9% in Topeka
7.1% in SNCO

7.4% in Kansas
8.9% in USA

*Total Civilian Non-institutionalized
Population





Collaborate
for a Strong
Community



Develop
Homegrown
Talent

i[ncluded] hosted Racism 101 in August via zoom. Over 50 attendees participated in the online presentation and conversation facilitated by Kathleen Marker, YWCA CEO and Marty Hillard, community activist and YWCA Advocacy committee member. Together we explored the four levels of racism, how they stand alone, and how they interact with each other.

WASHBURN TECH JEDO SCHOLARSHIPS

FALL SEMESTER, 2020



38

Students
Assisted



\$18,300

in Scholarships
Awarded



CaRE PROGRAM

extended
waived
fares due to
pandemic

413

CaRE bus passes
used program to
date

17

CaRE bus passes
used YTD





CHOOSE TOPEKA RELOCATION INCENTIVE

4,200+
Submissions YTD
with resumes or questions

30
Remote worker submissions to date
reviews begin in 4th QTR

1,800+
Calls YTD
(from candidates & employers)

\$141,250
in Matching JEDO funds YTD

REMOTE WORK OPTION OF UP TO \$10K TO MOVE TO THE CAPITAL

The Choose Topeka Relocation Initiative, which would allow candidates working remotely to receive an incentive up to \$10,000 to move to Topeka/Shawnee County. The official approval for this initiative came at the Joint Economic Development Organization's (JEDO) September 9, 2020 meeting.

Based upon verified salary, potential candidates for this initiative may receive up to \$10,000 for a home purchase or rehab; and up to \$5,000 toward a minimum one-year lease, both for primary residence only. Funding comes from current allocations for the traditional relocation program approved in December 2019 and is an added remote worker option. Guidance within the remote option still includes documentation verifying proof of prior residency, rental or agreement/home purchase and proof of salary/benefits package, in addition to including guidance for remote workers with a limit of one relocation incentive per household, a minimum three-month waiting period for incentive, and the employer providing remote employment must be located outside of Shawnee County.

"Topeka is only one of a few cities in the entire country to offer this type of incentive to relocate remote workers. I think this alone shows how local organizations like GO Topeka work to activate new talent and promote the Topeka & Shawnee County community," said Dan Foltz, GO Topeka Board chair. "Communities, such as ours, that invest in talent ultimately reap the benefits of a robust and specialized workforce as well as a stronger, more intentional community."

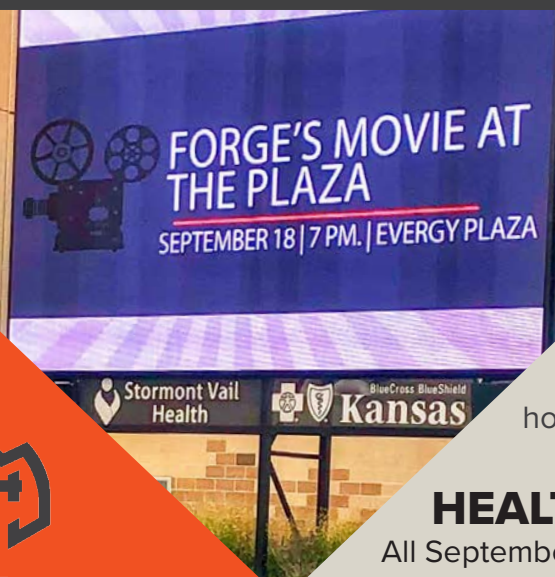
"To those remote workers looking at this program with interest, let me be the first to say we're happy to welcome you to our vibrant, growing community and we're excited to provide you with the resources to help you start your best life here in Topeka," said Topeka Mayor Michelle De La Isla.

Those interested in the Choose Topeka Relocation Initiative should email ChooseTopeka@TopekaPartnership.com for more information. To learn more about the Choose Topeka talent recruitment initiative, visit ChooseTopeka.com.

To remain cautious, Forge continued to offer all Q3 events either virtually or outdoors, where social distancing guidelines could be adhered to. However, this did not slow down the young talent here in Topeka! Herds have gotten creative in their approach to continue providing exciting events, meaningful initiatives, and informational content for the Forge demographic.

FORGE MEMBERS IN THE COMMUNITY

Forge hosted its first ever movie event at the beautiful new Evergy Plaza downtown! Several Forge herds joined forces to provide the community with a free showing of Akeelah and the Bee on the impressive 60-foot screen. Donations were accepted and delivered to the YWCA's Center for Safety & Empowerment.



Forge members made a presence at the 2020 United Way Day of Caring event here in Topeka. Inspire Herd volunteers joined hundreds of others to help pack BackSnacks for the upcoming school year at Harvesters. This initiative provides a weekly backpack filled with nutritious child-friendly food for schoolchildren to take home over weekends.

HEALTH MATTERS

All September long, Forge provided free, virtual yoga classes for members. Registration was as easy as a few clicks, and attendees were sent a zoom link to the yoga session(s) of their choice. Those who participated were able to exercise both their body and mind, from the comfort and safety of their own home.

The Health Herd also did a social media campaign for National Mental Illness Awareness Week and partnered with Valeo Behavioral Health Care to spotlight the importance of mental health and advocacy. This campaign reached nearly 2,000 people on Facebook alone and provided resources and tips each day of the week.

FORGING TOPEKA LEADERS

Forge is proud to have worked with Scott Human Resources on an inaugural Leadership 101 Academy. This four-part virtual leadership series taught principles and overarching themes based on the course's reading material: How Successful People Think, by John Maxwell.

All participants had the opportunity to earn a Certificate of Leadership from Scott Academy after successfully completing the Leadership 101 series. Due to the fantastic turnout for this course, the Leadership Herd has plans to offer a second-annual Leadership 102 Academy in 2021.





UPCOMING EVENTS

NOVEMBER

- 5 Shawnee County Business Continuity Program Replay
- 12 Economic Outlook Conference
- 19 Small Business Council Roundtables
- 28 Small Business Saturday

DECEMBER

- 4 Miracle on Kansas Ave.
- 9 JEDO Meeting

JANUARY

- 11 Welcome Legislators Meeting

FEBRUARY



2020 GO TOPEKA BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

Dan Foltz	Chair
Robert Kenagy	Chair Elect
Kurt Kuta	Immediate Past Chair
Marsha Pope	Secretary
Scott Anderson	Treasurer
Treena Mason	Non-Officer Member
Martha Piland	Non-Officer Member
Stephen Wade	Non-Officer Member

ELECTED DIRECTORS (TERM EXPIRING 2022)

Scott Anderson
Steve Anderson
Robert Kenagy
Martha Piland
Marsha Pope
Marvin Spees
Renita Harris
Abbey Frye

ELECTED DIRECTORS (TERM EXPIRING 2020)

Doug Wolff
Andrea Engstrom
Allen Moore
Dan Foltz
Stephen Wade
Daina Williams
Tammy Dishman

DIRECTORS APPOINTED AT-LARGE

Kurt Kuta
Madan Rattan
Shane Hillmer
Jeff Russell
Cassandra Taylor
Jacob Wamego
Diana Ramirez
Calla Haggard

ELECTED DIRECTORS (TERM EXPIRING 2021)

Don Beatty
Linda Briden
Wade Jueneman
Jim Klausman
Treena Mason
Terry Bassham
Shane Sommars
Kevin Hahn

DIRECTORS BY VIRTUE OF POSITION HELD

Mayor Michelle De La Isla
County Commissioner Aaron Mays
Council Member Mike Padilla
Eric Johnson, MTAA
Brent Trout, City Manager
Dr. Jerry Farley, Washburn University
Delmar White





A Greater Topeka Partnership Organization



Prepared for JEDO
Joint Economic Development Organization



Agenda Item No. 6A

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:
APPROVAL of GO Topeka 2021 Budget



Growth Organization of Topeka/Shawnee County 2021 Public Funding Program Overview and Budget

Executive Summary

GO Topeka serves as the community leader in fostering opportunities for economic growth and prosperity in Topeka and Shawnee County. The organization provides a range of work that is targeted to support New Business Attraction, Existing Business Retention and Expansion, Workforce and Education, Small Business and Entrepreneurial Development. A significant part of what GO Topeka does is the development and nurturing of trusting relationships with local businesses and community and civic leaders, in addition to leaders that can affect economic prosperity in Topeka and Shawnee County at the regional, state and national levels. The role of GO Topeka is not only to attract and retain jobs, but also to help attract and retain the talent our current and future businesses need to thrive.

In 2021, GO Topeka will continue to implement the Momentum 2022 Strategy. By reviewing the organization's strategies and policies and ensuring they align with best practices in the field, the organization will continue to ensure the community is poised for economic development success. GO Topeka plays an integral part in moving Topeka & Shawnee County forward and it's imperative the organization stays fresh and innovative with new initiatives that will continue to support a business climate ripe for development.

The programs outlined in this document outline the key areas of focus within GO Topeka's strategic plan. Each of these areas have dedicated staff, resources and programming to carry out the mission.

Budgeted Expenditure Summary

<u>GO Topeka Programs</u>	<u>Proposed 2021</u>	<u>Approved 2020</u>
Business Attraction & Retention	\$ 449,653	\$ 388,162
Small Business & Entrepreneurial Development	406,383	455,220
Minority & Women Owned Business Support	213,921	211,150
Talent Initiatives	327,215	272,975
General Economic Development Activities	<u>119,824</u>	<u>74,870</u>
Total Programming (excl salaries)	\$ 1,516,996	\$ 1,402,377
Economic Development Salaries	913,937	827,909
Full-time equivalent headcount	9.6	8.5
Marketing/Communications Services	152,000	175,974
Finance/Administration/HR Services	232,000	143,899
General & Administrative Expenses	<u>106,825</u>	<u>101,858</u>
Total Operating Expenses	\$ 2,921,758	\$ 2,652,017
Estimated % of countywide .5 cent sales tax	17.1%	15.5%
Large Business Incentives	1,798,205	1,385,320
Small Business Incentives	430,000	450,000
Special Initiatives	<u>507,074</u>	<u>640,170</u>
Total Expenditures	<u>\$ 5,657,038</u>	<u>\$ 5,127,507</u>

Budgeted Revenue Summary

	<u>Proposed 2021</u>	<u>Approved 2020</u>
Economic Development Sales Tax	\$ 5,362,965	\$ 4,833,164
Program Sponsorships and Other	135,391	98,343
Interest and Investment Income	<u>134,355</u>	<u>176,000</u>
Total Revenue	<u>\$ 5,632,711</u>	<u>\$ 5,107,507</u>

Growth Organization of Topeka/Shawnee County (Public)

**Budgeted Statement of Activities
For the year ended December 31, 2021**

	Business Attraction & Retention/Expansion December 31, 2021	Small Bus Dev & Ent Dev		MWBD December 31, 2021	Talent Initiatives		General & Administrative		Total On-Going Programming		Special Initiatives		ETLC		Total
		December 31, 2021	Current Budget	December 31, 2021	Current Budget	December 31, 2021	December 31, 2020	Current Budget	December 31, 2021	Prior Budget	December 31, 2021	Current Budget	December 31, 2021	Current Budget	Current Budget
Revenue															
Event/program rev	0	16,000	12,500	0	0	0	0	0	28,500	27,950	0	0	0	0	28,500
Sponsorships	0	31,239	42,302	33,350	33,350	0	41,980	0	106,891	41,980	0	0	0	0	106,891
Reimbursed expense	0	0	0	0	0	0	0	0	0	0	0	0	17,820	0	17,820
Public revenue	2,578,550	1,066,812	341,015	419,735	419,735	618,103	4,344,995	0	5,024,215	4,344,995	338,750	0	17,820	0	5,362,965
Total Earned revenue	2,578,550	1,114,051	395,817	453,085	453,085	618,103	4,414,925	0	5,159,606	4,414,925	338,750	0	17,820	0	5,516,176
Other revenue	0	0	0	0	0	0	0	0	0	0	0	0	45,435	0	45,435
Interest revenue	0	0	0	0	0	0	0	0	71,100	24,000	0	0	0	0	71,100
Unrealized gain/loss	0	0	0	0	0	0	0	0	0	108,000	0	0	0	0	108,000
Total Other revenue	0	0	0	0	0	0	0	0	71,100	176,000	0	0	45,435	0	116,535
Total Revenue	\$ 2,578,550	1,114,051	395,817	\$ 453,085	\$ 453,085	689,203	4,590,925	0	5,230,706	4,590,925	\$ 338,750	\$ 63,255	\$ 63,255	0	5,632,711
Expenses															
Payroll/benefits	255,469	245,827	163,295	89,270	89,270	154,121	799,496	0	907,982	799,496	0	0	0	0	907,982
Other compensation	2,223	1,200	600	600	600	1,332	3,600	0	5,955	3,600	0	0	0	0	5,955
Professional services	184,500	114,732	55,300	50,100	50,100	17,017	249,287	0	421,649	249,287	0	0	0	0	421,649
Other employee related costs	28,780	38,687	5,930	16,365	16,365	12,400	69,095	0	102,162	69,095	0	0	0	0	102,162
Shared services	73,000	21,000	18,000	36,000	36,000	236,000	319,873	0	384,000	319,873	0	0	0	0	384,000
Total Personnel expenses	543,972	421,446	243,125	192,335	192,335	420,870	1,441,351	0	1,821,748	1,441,351	0	0	0	0	1,821,748
Program/event expense	0	30,115	70,720	7,250	7,250	0	130,150	0	108,085	130,150	0	0	0	0	108,085
Sales travel	50,878	2,570	0	0	0	0	53,448	0	53,448	65,171	0	0	0	0	53,448
Hospitality	1,440	27,550	24,150	1,200	1,200	1,800	62,800	0	56,140	62,800	0	0	0	0	56,140
Grants/sponsor/contrib/scholar	35,000	96,189	35,000	209,800	209,800	0	429,000	0	377,989	429,000	338,750	0	0	0	716,739
Total Program expenses	87,318	158,424	129,870	218,250	218,250	1,800	687,121	0	595,662	687,121	338,750	0	0	0	934,412
Occupancy	0	42,808	0	0	0	67,617	98,457	0	110,425	98,457	0	0	0	0	110,425
Office expense	5,575	11,502	6,340	4,100	4,100	23,570	28,416	0	51,087	28,416	0	0	0	0	51,087
Dues/subscriptions	2,940	18,248	0	400	400	40,607	65,909	0	62,194	65,909	0	0	0	0	62,194
Advertising	123,640	21,300	14,900	37,900	37,900	48,000	276,590	0	245,740	276,590	0	0	0	0	245,740
Depreciation/amortization	0	0	0	0	0	7,673	7,674	0	7,674	7,674	0	105,069	0	0	112,743
Insurance/taxes/fees	16,900	682	1,582	100	100	7,965	18,513	0	27,228	18,513	0	29,820	0	0	57,049
Interest expense	0	0	0	0	0	0	0	0	0	0	0	33,435	0	0	33,435
Total Operational Expenses	149,055	94,540	22,822	42,500	42,500	195,432	495,133	0	504,348	495,133	0	168,324	0	0	672,673
Total Expenses Before Incentives	780,345	674,410	395,817	453,085	453,085	618,102	2,623,605	0	2,921,758	2,623,605	338,750	168,324	0	0	3,428,833
Business incentives	1,798,205	430,000	0	0	0	0	1,835,320	0	2,228,205	1,835,320	0	0	0	0	2,228,205
Total Expenses	\$ 2,578,550	1,104,410	395,817	\$ 453,085	\$ 453,085	618,102	4,458,925	0	5,149,963	4,458,925	\$ 338,750	\$ 168,324	0	0	5,657,038
Total Changes in Net Assets	\$ 0	9,642	0	\$ 0	\$ 0	71,100	132,000	0	80,742	132,000	\$ 0	\$ (105,069)	0	0	(24,327)

Business Attraction and Retention

Business Retention and Expansion (BRE)

Topeka and Shawnee County's continued job growth and capital investment comes from its existing industries and businesses. Businesses thrive in environments that provide support and resources, as well as a balanced and consistent regulatory climate. GO Topeka continues its commitment to provide multiple means of assistance and support for existing employers by understanding and addressing their needs, while finding solutions to barriers that may keep business from thriving in the community.

- **Ensure support of employer needs related to retention, growth and expansion opportunities**
 - ◆ Develop and cultivate strong relationships with plant and general managers, and C-level executives of primary employers
 - ◆ Build relationships with headquarters of major employers
 - ◆ Conduct BRE visits and surveys to gather information on the existing business landscape and identify opportunities and gaps
- **Respond to expansion opportunities with appropriate support and incentives**
 - ◆ Communicate opportunities with GO Topeka Board of Directors and JEDO
 - ◆ Present incentive proposals for approval
- **Respond to barriers with appropriate support**
 - ◆ Advocate for business-friendly policies when appropriate
 - ◆ Connect companies to and facilitate conversations with partner resources and organizations
- **Ensure maintenance of existing incentive contracts**
 - ◆ Schedule audits based on contract schedule of each project
 - ◆ Maintain records of performance to share with GO Topeka Board of Directors and JEDO

New Business Attraction

The foundation of a successful business attraction program is the relationships formed with site selection consultants and corporate real estate executives. Building these relationships helps educate and keep the community in the front of the minds of the decision makers and individuals who influence the site selection process.

Marketing Topeka and Shawnee County nationally and internationally to bring awareness to the business assets the community has to offer helps attract new businesses to consider relocating or expanding in Topeka and Shawnee County. Through advertising, face-to-face interactions and involvement with partner organizations, GO Topeka strives to make Topeka and Shawnee County known as a great place to do business.

As the community grows, assessing the assets to further develop and market to companies looking to expand is key. GO Topeka forms partnerships to help proactively leverage assets and identify opportunities for improvement. Capitalizing on unique strengths to grow the wealth of our community and help create quality jobs will be the focus of our work in 2021.

- **Build awareness of Topeka as a top place to do business**
 - ♦ Develop and deploy annual marketing plan geared toward high-growth, high-wage companies and industries
 - ♦ Grow and maintain relationships with key Kansas City-based commercial real estate executives and site location consultants to increase their awareness of the business assets in Topeka and Shawnee County
 - ♦ Host commercial real estate executives and/or site consultants in Topeka for familiarization tours
 - ♦ Strategically engage with new National site consultants or corporate real estate professionals
 - ♦ Develop and maintain regional partnerships to leverage for new business attraction
- **Capitalize on opportunities to respond to requests for proposals from companies looking to relocate or expand**
 - ♦ Provide a thorough, accurate and timely response to all RFPs meeting strategic industry and/or company criteria
 - ♦ Leverage community partners to present the best possible proposal
 - ♦ Record RFPs and provide regular updates to the GO Topeka Board of Directors and JEDO
- **Develop strategies for potential commercial and industrial development and redevelopment location opportunities throughout Shawnee County**
 - ♦ Keep updated inventory of available sites and buildings
 - ♦ Provide resources to assess viability of existing property for a variety of uses
 - ♦ Provide marketing resources to promote sites and buildings to developers and companies looking for space
 - ♦ Develop and maintain strong relationships with commercial brokers and property owners to create greater collaboration for economic development opportunities
 - ♦ Partner with the City of Topeka to aggressively pursue catalytic redevelopment opportunities
- **Provide comprehensive incentives to attract and retain primary employers**
 - ♦ Review guidelines annually to ensure strategy alignment and competitiveness
 - ♦ Provide overview of available incentive offerings on GO Topeka website and as requested

Committed and Pending Incentive Offerings

Go Topeka, Inc. Committed/Pending Incentive Offers and Site Expenditures December 31, 2020

Incentive	Orig. Date	Pymts to 12/31/2020	Payments 2021	2021	2022	2023	2024	2025	THEREAFTER	Total Projected	Total Projected & Paid
Cash:											
Committed - Performance Based:											
Advisors Excel	2019	281,500	-	299,000	299,000	242,000	242,000	126,500	-	1,208,500	1,490,000
Big Heart Pet 2015	2015	73,595	-	93,165	-	-	-	-	-	93,165	166,760
Bimini LLC	2020	5,000	-	5,400	5,400	3,400	3,400	2,400	-	20,000	25,000
FHLB	2015	1,102,015	-	20,400	6,400	-	-	-	-	26,800	1,128,815
Futamura USA	2016	138,400	-	28,000	28,000	11,600	-	-	-	67,600	206,000
Global Grain	2020	-	-	52,240	21,120	21,120	21,120	-	-	115,600	115,600
Hills	2019	1,200	-	168,400	8,400	8,400	8,400	1,200	-	194,800	196,000
HME	2020	-	-	167,000	179,000	167,000	167,000	167,000	-	847,000	847,000
Industrial Maintenance	2017	59,847	-	36,000	36,000	36,000	14,400	-	-	122,400	182,247
Premier Advisory Group	2017	5,000	-	-	45,000	45,000	45,000	45,000	40,000	220,000	225,000
Reser's	2016	254,264	-	309,000	80,000	16,000	-	-	-	405,000	659,264
se2	2016	598,000	-	200,000	200,000	2,000	-	-	-	402,000	1,000,000
Topeka Foundry	2020	-	-	82,500	92,500	82,500	82,500	82,500	-	422,500	422,500
Wal-Mart	2019	3,520,000	-	-	730,000	180,000	180,000	180,000	180,000	1,450,000	4,970,000
Yantra	2014	2,200	-	50,000	10,000	10,000	10,000	-	-	80,000	82,200
Total Committed - Performance Based		6,107,022	-	1,511,105	1,740,820	825,020	773,820	604,600	220,000	5,675,365	11,782,387
Expected:											
Transportation		-	-	100,000	-	-	-	-	-	100,000	100,000
Small Business Incentive Program		-	-	430,000	-	-	-	-	-	430,000	430,000
Choose Topeka		-	-	378,750	221,250	-	-	-	-	-	-
Total Expected		-	-	908,750	221,250	-	-	-	-	530,000	530,000
Total Committed and Expected		-	-	2,419,855	1,962,070	825,020	773,820	604,600	220,000	6,805,365	12,312,387
Under Consideration:											
Pending Cash Incentives		-	-	287,100	1,516,860	196,160	196,160	196,160	487,360	2,879,800	2,879,800
Total Under Consideration		-	-	287,100	1,516,860	196,160	196,160	196,160	487,360	2,879,800	2,879,800
Total before EMBD		-	-	2,706,955	3,478,930	1,021,180	969,980	800,760	707,360	9,685,165	15,192,187
EMBD Carryover										789,000	789,000
KF Park and Fire House Fund										623,934	623,934
Total										11,098,099	16,605,121

Small Business & Entrepreneurial Development

A high-performing entrepreneurial ecosystem has become an engine for many communities to create high-paying jobs, attract investment, fill gaps in the community and raise the brand awareness on a national scale. The strides Topeka and Shawnee County have made to elevate our entrepreneurs in the past two years show that this strategy falls on fertile ground here. With our early successes of launching the Plug and Play animal health/ag tech focused accelerator program in 2020 and taking first steps in launching the development of an innovation campus, 2021 will be focused on finding new ways of turning opportunity into true economic impact.

The 2021 the small business & entrepreneurship budget aligns with the GO Topeka strategic plan and includes the following highlights:

- **Stand up physical infrastructure to support business attraction opportunities generated by the Plug and Play program and by the establishment of Topeka as a hub of innovation in the animal health corridor.** In 2021, results of the viability assessment conducted in 2020 will be reviewed and a viable path towards an innovation campus or district will be developed. This will require architectural designs, consulting experts to ensure any facility will create a workplace that is safe and healthy in a post-COVID-19 environment as well as marketing materials to ensure sustainable utilization.
- **Scholarships for Plug and Play startups to entice them to stay in Topeka for an extended period of time.** There will be 8-12 startups coming to Topeka every 6 months for a period for 3 months. The scholarship will allow us to offer free coworking space for any Plug and Play startup for an additional 9 months after the 3-month program. This will give Topeka the opportunity to embed them more and more into our local and regional ecosystem increasing the likelihood of some of those startups developing a permanent office in Shawnee County.
- **Elevate Topeka's brand as a hub of innovation in the animal health corridor.** The newly developed brand for innovation and entrepreneurship in Topeka will be rolled out in early 2021. Along with this new brand, a new value proposition will be communicated around the assets Topeka and the region has to offer. By creating clear messaging targeted at animal health, ag tech and biosciences in general, we will enable new business attraction, business retention and expansion in this sector. Emphasis will be placed on content creation, marketing materials, signage, media engagement, etc.
- **Programming.** Building on successes in 2019 and 2020, we will continue the following programs:
 - ◆ Wheelhouse Incubator Program targeting small businesses and startups with high-growth potential (2 cohorts of 3 months each)
 - ◆ Support of the Washburn University Pitch Competition
 - ◆ Produce a State of Small Business Annual Report
 - ◆ Host the Small Business Awards
 - ◆ Global Entrepreneurship Week (Marketing of events of hosted by local players during that week)
 - ◆ Networking events, educational opportunities
 - ◆ Small business advocacy and collaboration
- **Continue the small business incentive program.** A matching incentive program that offers small businesses assistance in the areas of employee training, marketing, equipment purchases and construction and renovation costs.

- **Continuously improve access to resources and service providers.** In order to support Topeka's entrepreneurs, it is important to provide easy access to local service providers that can help startups launch their businesses faster with a higher probability of success. A large focus is the selection and implementation of a CRM (Customer Relationship Management) system that will help track and measure the effectiveness of our services. It will also allow us to scale the process and reveal any gaps that can be addressed in the future.

Washburn Small Business Development Center

Serving nine counties in Kansas with offices in Topeka, Manhattan and Wetmore, the Washburn Small Business Development Center is an indispensable partner in Topeka's entrepreneurial ecosystem. It offers free one-on-one consulting to more than 400 clients each year, ranging from business planning and start-up challenges to succession planning or selling a business. GO Topeka partners with the SBDC to fulfill its mission of providing those support services to startups and small businesses.

Minority & Women-Owned Business Development

As Topeka grows, so does the need to ensure that programs delivered are equitable and inclusive. With a focus on minority businesses, women and community development, the goal of this program is to promote accessibility, visibility, and viability of the underserved, socially and economically disadvantaged individuals and/or business enterprises. Working with members of the community, emphasis will be placed on community development with a concentration on retail development, supporting the growth and development of women and minority owned businesses and individuals. We will work closely with the leadership of East Topeka, Central Topeka, and North Topeka communities to design platforms that address gaps of service in these communities.

- **Promote and execute programs that support economic prosperity**
 - ◆ Promote economic prosperity through programs designed to directly impact LTM communities
 - ◆ Develop a retail recruitment plan for East Topeka, Central and North residents
 - ◆ Provide business scholarships and support to small businesses in need of training
 - ◆ Develop business trainings and events that will spur small businesses growth in targeted communities
 - ◆ Monitor and promote growth and showcase small businesses throughout the year
 - ◆ Identify and provide funding and resources to support small businesses
 - ◆ Design and execute a mentoring plan for minority business owners
- **Identify and grow opportunities for minority and women-owned businesses**
 - ◆ Provide advocacy for women in business on the state and national level
 - ◆ Conduct a survey of women-owned businesses to identify gap opportunities
 - ◆ Track, report and celebrate success
 - ◆ Host annual events that inform and elevate the status of women

Equity and Opportunity

Lead the Equity, Inclusion and Opportunity efforts for the Greater Topeka Partnership by identifying access, opportunity, and acknowledgement of those who are underserved or unidentified, creating an authentic environment of understanding and working to ensure inclusion.

Introduce, Design and Execute programs that promote Equity, Inclusion and Opportunity

Design and executive projects and programs that promote equity, inclusion, and opportunity (both internally and externally) to include:

- Seat at the Table Community Conversations
- Diversity and Inclusion Summit
- Mural Project
- The Longest Table
- Collaborate with institutions, organizations, communities, and corporation's data gathering

Talent Initiatives

Talent Initiatives focus on growing, retaining and attracting talent, and educating our current community members to ensure a competitive future workforce for Topeka and Shawnee County. GO Topeka understands that in order to provide a quality workforce, focus must be placed not only on workforce development, but on talent attraction, employee retention, and diversity, equity and inclusion. We will continue to develop and grow partnerships between community members, businesses, and schools, from early childhood education, to post-secondary institutions; ensuring that education and training providers are well-aligned and have the resources they need to prepare the community's younger residents for college and careers. Because a diverse, well-educated workforce will produce the quality that employers need, focus will be placed on addressing 'talent pipeline' needs in the community.

- **Align the Talent Pipeline**
 - ◆ Work with workforce development partners to ensure collaboration between education partners and employers and foster communications between employers directly
 - ◆ Provide research support to assess the pipeline
- **Maintain and Grow Opportunities for College & Career Readiness**
 - ◆ Continue to oversee outcomes at the Washburn Tech East campus, in partnership with the Washburn Institute of Technology, ensuring programming is aligned to engage at-risk students and adults
 - ◆ Provide scholarships for high-growth, high-demand industry training at local educational institutions
- **Attract & Retain Talent**
 - ◆ Build relationships with area HR representatives to discuss barriers and opportunities regarding talent development, attraction and retention
 - ◆ Convene and partner with community providers as it may relate to various workforce barrier issues, as assessed in the community, to ensure positive outcomes for employees and employers alike
 - ◆ Support quality of place initiatives and collaborate to convene relevant groups
 - ◆ Strategically market Topeka/Shawnee County as a place to live and work

General Economic Development Activities

Economic Analysis

Proprietary data and analyses are an integral part of strategic economic development. GO Topeka deploys a variety of tools to model scenarios in Topeka and Shawnee County and mine data to help guide decisions throughout the community.

- Modeling tool for economic impact analysis
- Cloud-based labor data tool
- Web-based survey system
- Data visualization tools
- Integrated statistical software
- Data modeling software
- C2ER Membership: Council for Community and Economic Research

Governors Military Council

The Governor's Military Council is the lead organization within the State of Kansas to coordinate efforts and strategies to optimize and grow the state's military footprint. By supporting the GMC, GO Topeka is participating in the preservation and expansion of one of Kansas' key economic drivers.

Administration

Administration expenses represent the necessary costs incurred to maintain the organization's daily operations. These expenses are not directly tied to any specific programs discussed above but are vital to the success of GO Topeka's economic development programs.

- Occupancy expenses such as rent, storage and parking
- Office expenses such as telecommunications, office supplies and postage
- Information technology expenses such as software subscriptions and IT services
- Depreciation
- Insurance and taxes



Agenda Item No. 6B

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:
APPROVAL of 2020-2021 Carryforward Agreement

JEDO CONTRACT NO. C-____ - 2020

CASH CARRY-FORWARD AGREEMENT

THIS AGREEMENT is entered into this _____ day of December, 2020, by and between the GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., a non-profit Kansas corporation, hereinafter referred to as “GO Topeka” and the JOINT ECONOMIC DEVELOPMENT ORGANIZATION, hereinafter referred to as “JEDO,” a duly organized separate legal entity authorized by K.S.A. 12-2904(a) which was created by the Interlocal Agreement between the Board of County Commissioners of the County of Shawnee, Kansas, hereinafter referred to as “the County,” and the City of Topeka, Kansas, hereinafter referred to as “the City,” dated April 19, 2016.

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

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

1. GO Topeka shall be permitted to carry forward into 2021 an amount not to exceed Eleven Million One Hundred Thousand Dollars (\$11,100,000) for the purpose of providing economic development services as set forth or referred to in the parties’ current Agreement for Services.
2. The term of this Cash Carry-Forward Agreement shall be for one (1) year from January 1, 2021 to December 31, 2021.
3. This Cash Carry-Forward Agreement may be amended by mutual, written agreement of the parties only.

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

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

Dated: _____

**JOINT ECONOMIC DEVELOPMENT
ORGANIZATION**

By: _____
KEVIN J. COOK, Shawnee County Commissioner

Dated: _____

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

By: _____
Name/Title: _____



Agenda Item No. 6C

**JEDO Board Meeting
December 9, 2020**

ACTION ITEM:

UPDATE of Transportation Taskforce – (Possible Action)



JEDO Report - Workforce Transportation Taskforce
December 9, 2020
Barbara Stapleton, VP, Business Retention & Talent Initiatives

With guidance from JEDO during the September 9, 2020 meeting, the Workforce Transportation Taskforce; comprised of elected officials, providers and employers; convened in September, October and November. The Taskforce reviewed the history of the SOTO and NETO pilots, looking at the data outcomes from the pilot project phases, considering additional facts and data, addressing knowledge gaps and discussing with employers the potential next steps or solutions for further consideration.

A communication notice was shared with all current or previous employers to advise of the sunset of the transportation pilots, SOTO and NETO, and to advise of potential new option(s) for workforce transportation. To benefit and support the needs of employers and their subsequent team members, On November 30, the Workforce Transportation Taskforce recommended the following a la carte options for consideration and approval by the GO Topeka Board. On December 1, the GO Topeka approved the recommendation to submit to JEDO for approval.

Recommendation

Employer insights and employee's feedback have provided consideration of a more customized approach to workforce transportation. The Taskforce recommends the encumbered amount of \$100,000 of Workforce Barrier funds be used for a la carte transportation services options. Based upon employer's interest and participation, employees and if authorized by the employer, temporary workers, will be able to use their employer's selected options for workforce transportation.

Employers may enter into an agreement for funds to participate, select and partner with their chosen provider(s) to offer various options as an added workforce transportation resource for their site. These can include use of one or more of the following options:

- Transportation Management Association
- Transportation Demand Management
- Transportation Network Companies (ie. Uber/Lyft)
- Microtransit
- Vanpool/Rideshare
- Alternative taxi providers
- Entrepreneurial options

Taskforce participants will assist employers with information to develop their options for workforce transportation resources. Employers will enter into an agreement, expressing their intent and minimum commitment of funding for each year. Employer commitment amounts for JEDO funds of a 50% match would begin at \$1,000 per year (\$1,000 JEDO match, \$2,000 total) and could go up to \$10,000 per year (\$10,000 JEDO match, \$20,000 total) in initial commitment, contingent on availability of funds. If funding remains available beyond the initial round of submissions, employers may submit for additional funds, if needed. Employers may enter into an agreement and jointly create an association, network or rideshare that benefits multiple employers, if they so choose. This shared transportation initiative is designated for workforce transportation (to and from an employer) outside regular working hours and/or the geographic service area of the Topeka Metro.

A provider-based organization may also submit a request for performance-based funds to create an entrepreneurial organization that provides after hours/outside service area transportation services, providing proof of employer(s) commitment(s) to participate and agreements sustaining the same.