

**AGENDA**  
**JEDO Board of Directors**  
**November 26, 2007**  
**3:00 p.m.**  
**Chamber Board Room – 120 SE 6th**

1. Minutes of May 30, 2007 meeting - Bill Buntten
  2. Federal Funding Priorities – Paul Hirsch, Madison Government Affairs
  3. Topeka Community Foundation Visioning Project – Bill Buntten/Roger Viola
    - a. Proposed Funding for Topeka Community Foundation Visioning Project from the economic development sales tax
  4. Improvements for Central Crossing Commerce Park – Kathy Moellenberndt
    - a. Extension of Wenger Drive
    - b. Gas line relocation
  5. Discussion of 2008 Economic Development Priorities/Strategic Plan – Doug Kinsinger/Kathy Moellenberndt/Andy Jetter
  6. 2008 GO Topeka Budget – Doug Kinsinger/Kathy Moellenberndt/Brad Owen
    - a. Approval of fund balance carryover from 2007 to 2008
  7. Renewal of GO Topeka Contract – Bill Buntten
  8. Incentive and Project discussion – Doug/Kathy
    - a. Del Monte distribution center
  9. Adjournment – Bill Buntten
-

*Attachment A.*

Minor Wording Changes – Italics/Underline  
New Activities – **Bold/Underline**



**2002 – 20078 STRATEGIC PLAN  
ECONOMIC DEVELOPMENT**

**Proposed 2008 BUSINESS PLAN**

November 26, 2007

# GO Topeka

## 20078 PERFORMANCE MEASUREMENTS

1. Attract 450 500 new jobs.
2. Attract capital investment over \$35 \$50 million and wages at or greater than 80% of the average Shawnee County wage rate.
3. As part of the Business Retention and Expansion Program, conduct 200 one-on-one business visitation calls with local area businesses inclusive of the 50 leading employers.
4. The Disadvantaged Business Enterprise Development Program will achieve the following:
  - ~~Establish a microloan program which will provide a minimum of \$200,000 in microloans (subject to availability of funds).~~
  - **Serve as the originator for the microloan program, DBE staff will aggressively promote the microloan program and report quarterly on activities and number of referrals.**
  - Maintain incubator facilities.
  - Conduct a minimum of four First Step FastTrac Programs (program developed by Ewing Kauffman Foundation to assist business startups.)
  - Conduct a minimum of forty (40) twenty (20) orientation sessions averaging eight participants per session will provide ~~overview of First Connection Opportunity Fund.~~ an overview of the programs and services available to small businesses.
  - Conduct networking and business lead opportunities for socially and economically disadvantaged business enterprises and the small, minority, and women-owned businesses.
  - Conduct on-going educational classes, training seminars, i.e. bookkeeping, accounting, legal, marketing, etc. Continue refine develop a progressive the mentor program, which is established to assist DBE participants to succeed as a small business.
5. Increase the number of jobs created through entrepreneurial startups in the region through the promotion of new technology deployment programs.
5. **Focus efforts on the growth of the bioscience industry in the area.**
  - **Identify and analyze the existing, established clusters in the Bioscience industry in the area and develop strategies for strengthening our competitive position.**

6. Target all economic development efforts to result in a regional economy capable of sustaining growth at a rate of 1.5% population growth annually within ten years by inducing residents to stay in Topeka/Shawnee County by improving the quality of life by development of the Advantage Topeka Program.

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-2008 STRATEGIC PLAN**

**2007 8 Business Plan  
New Business Recruitment**

GOALS	STRATEGIES	ACTION PLAN
<p>Increase employment base and provide increased business opportunities.</p>	<p>Work with Competitive Strategies Group (CSG) in providing innovative solutions for economic development success in a highly competitive global market. CSG will undertake an analysis of Topeka's economic and demographic trends and developments complete an assets and challenges assessment and recommend five industry targets for company relocation and expansion. Upon completion of the above, they will incorporate the findings into the development of an overall strategic plan to include but not limited to: short and long term strategies; quantifiable milestones and measurable objects.</p> <p><b><u>Develop a marketing program geared towards the attraction of the five targeted industries: warehousing/distribution, shared services, value-added food manufacturing, business and professional organizations, and animal and pet products and manufactured and</u></b></p>	<p>Continue <i>Develop</i> a marketing campaign through print media, <i>e-mail</i> to <i>national site consultants</i> and direct mail to include general image, building/awareness and target market recognition</p>

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-2008 STRATEGIC PLAN**

**2007 8 Business Plan  
New Business Recruitment**

GOALS	STRATEGIES	ACTION PLAN
	<p><u>research.</u></p> <p><u>Market community globally and create a unified marketing brand.</u></p>	
		<p>Conduct one-on-site selection visits with consultants, corporate real estate executives, and developers.</p>
		<p><u>Host a gathering of national site location consultants and other allies to inform them of the advantages and benefits of doing business in the region.</u></p>
	<p>Leverage downtown office space through a cooperative marketing effort and packaged incentive program by DTI, owners/brokers/GO Topeka aimed at attracting new primary employers to the community with a target of 50 or more employees.</p>	<p>Coordinate with DTI and others in preparing <u>and implementing</u> a comprehensive marketing plan geared toward identifying potential prospects</p>
		<p><u>Work with DTI to assess potential of significant downtown redevelopment/investment opportunities.</u></p>

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-2008 STRATEGIC PLAN**

**2007 8 Business Plan  
New Business Recruitment**

GOALS	STRATEGIES	ACTION PLAN
	Develop policies and procedures inclusive of performance measures for utilization of incentive funds for new and expanding businesses	Review and update incentive threshold guidelines
	Increase the number of jobs created through entrepreneurial startups in the region through the promotion of new technology deployment programs	Partner with groups such as the Small Business Development Center, the Washburn University School of Business, the Washburn University School of Computer Science and the Wakarusa Economic Development Corporation in assisting business start ups and expansion
	Increase new prospect leads.	Conduct targeted business development missions throughout the U.S. with staff, community leaders and elected officials.
		Continue to develop and improve upon our ongoing communications with national site consultants across the country i.e. electronic e-mail to site consultants keeping them informed of new developments, positive media on the community, potential for local and state incentives, etc.
		Participate in three or more targeted industry specific trade shows.
		Participate with KDOC, The Kansas Bio Science Authority, and KCADC in hosting three or more events with national site consultants.

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-2008 STRATEGIC PLAN**

**2007 8 Business Plan  
New Business Recruitment**

GOALS	STRATEGIES	ACTION PLAN
		Conduct community tours including showcasing potential sites and buildings with business representatives, site consultants, developers, and brokers.
	Increase internal capabilities to promote and sell the community and leverage opportunities in order to increase our overall effectiveness at creating higher paying jobs.	Make continuous improvements to web site for accessibility, communication of purpose, ease of navigation, links, and visual impact.
		Build a strong database (economic and demographic statistics, cost of living, etc.) to be accessed online or hard copy.
		Strengthen ongoing relationships with area economic development allies.
		Highlight major activities and successes of Chamber/GO Topeka.
		Continually look to enhance capabilities for prospect presentations; system proposal capabilities as well as the development of collateral materials.
		Maintain data on available buildings and sites via website. <b>Explore adding a GIS component to the web site that would offer a geographic information system component to analyze the</b>



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2002-2008 STRATEGIC PLAN**

**2007 8 Business Plan  
New Business Recruitment**

GOALS	STRATEGIES	ACTION PLAN
		<p><b><u>demographics within a certain radius of each property.</u></b></p>
	<p>Increase the availability of industrial and commercial sites to market to new and expanding businesses.</p>	<p>Prepare annual report highlighting accomplishments and progress for the year. Work with MTAA to develop Forbes to its highest and best use.</p>
		<p><b><u>Take a proactive stance to identify large scale quality sites and conduct due diligence.</u></b></p>
	<p>Target all economic development efforts to result in a regional economy capable of sustaining growth at a rate of 1.5% annually within ten years by inducing residents to stay in Topeka/Shawnee County by improving the quality of life.</p>	<p>Support the community-visioning process to concentrate community, public and private efforts.</p>
	<p><b><u>Support the community visioning process to concentrate community, public and private efforts.</u></b></p>	<p><b><u>Attend focus group meetings.</u></b> <b><u>Assist with other appropriate tasks as needed.</u></b></p>

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-2008 STRATEGIC PLAN**

**2007 8 Business Plan  
New Business Recruitment**

<b>GOALS</b>	<b>STRATEGIES</b>	<b>ACTION PLAN</b>
Develop enablers to economic growth	Build alliance between business individuals, higher education and government dedicated to building a competitive advantage for regional businesses and sparking innovation.	<p>Link area business entrepreneurs with local and regional resources for technical and innovation assistance such as the Manufacturing and Technology Enterprise Corp., University Centers for Excellence, KITEC, Washburn University, Chamber, GO Topeka, and others.</p> <p><u>Market the area as the Kansas "Knowledge Corridor."</u></p> <p><u>Establish a roundtable of local and state professionals with knowledge base of the life sciences-bioscience industry to begin dialogue of how Topeka/Shawnee County can be proactive in growing the industry sector as well as complement the existing base.</u></p> <p><u>Undertake a study to assemble data on the existing bioscience industries in</u></p>

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-2008 STRATEGIC PLAN**

**2007-8 Business Plan  
New Business Recruitment**

GOALS	STRATEGIES	ACTION PLAN
		<p><u>Topeka/Shawnee County and comparative cities and regions, and identify those subsectors on which Topeka Shawnee County should focus its efforts; evaluate the national, regional, and local factors that shape opportunities for development; recommend the strategies and actions necessary to achieve the potential, including marketing, providing infrastructure and fostering an entrepreneurial climate.</u></p>
	<p>Establish a Topeka Science and Technology Council.</p>	
	<p>Continue to seek additional military mission growth at the 190<sup>th</sup> ARW.</p>	<p><u>Work closely with the 190<sup>th</sup> ARW along with the Governor's Military Council and the Congressional Delegation.</u></p>
	<p>Maintain high level of public/private support for economic development. Build consensus support and organizational strength.</p>	<p>Set up speaking engagements at civic organizations, NIA's, professional groups, etc.</p>

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-2008 STRATEGIC PLAN**

**2007 8 Business Plan  
New Business Recruitment**

GOALS	STRATEGIES	ACTION PLAN
Create an environment for organizational excellence and opportunities for leadership development and cooperation.	Establish Chamber/GO Topeka as the leading economic development organization in the Topeka/Shawnee County area. Offices will be the first stop and "GO TO" organization for new and expanding businesses	Develop informational programs/and promotional brochures encouraging businesses to utilize the services of Chamber/GO Topeka.
		Establish an economic development roundtable of area plant managers and CEO's to provide a forum for exchange of ideas.
Develop opportunities to enhance the image and identity of Topeka/Shawnee County.	Create positive image and identify for Topeka/Shawnee County (locally and nationally).	Participate in professional economic development organizations to further strategic plan. <i>Advertise in national trade publications as well as provide write up material for editorials emphasizing new developments, assets of the community, new legislation, etc.</i>
	<u>Enhancing gateways to the community.</u>	<u>Work with government and private enterprise to assemble necessary resources to improve the visual aesthetics at Topeka major gateways.</u>
		<u>Work with City of Topeka for successful submission of KDOT trafficway enhancement grant.</u>
Improve area's export expertise and ability to attract foreign	Identify, develop and promote international trade and investment.	Increase participation with International Trade Division of

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-2008 STRATEGIC PLAN**

**2007 8 Business Plan  
New Business Recruitment**

GOALS	STRATEGIES	ACTION PLAN
investment		KDOC to develop trade and investments.
Secure additional resources to further Chamber/GO Topeka goals.  <u>Further enhance local support for economic development programs.</u>	Enhance federal support for local economic development & priority community projects.  <u>Increase communication with major investors.</u>	Retain Washington consulting firm to assist in acquiring federal funding.  <u>Invitations to special events for new company representatives, groundbreakings, and announcements.</u> <u>Annual Investors Only Briefing</u> <u>Quarterly updates and annual report</u>

DEPARTMENT: ECONOMIC DEVELOPMENT 2002-20078 STRATEGIC PLAN		
2007-8 Business Plan Business Retention and Expansion		
GOALS	STRATEGIES	ACTION PLAN
Create a strategic system for the retention and expansion of existing business and industry.	Develop an in-depth visitation plan that will assist in the identification of companies at risk and companies that have the potential to grow.	<p>Make <u>Conduct</u> 200 visits per year including the top 50 major employers. Continue developing/maintaining a solid database which will greatly enhance the efforts of the business retention program.</p> <p>Request feedback on concerns, and general issues they have about doing business in Topeka.</p> <p><del>Analyze the discovered data and research the financial strength of the industry and its potential for growth.</del></p> <p><b><u>As a result of the visitation program, complete a semi-annual report highlighting major reoccurring issues, identified workforce training needs, etc.</u></b></p>
		Identify company problems and take immediate action to resolve.
		Travel to the home offices of local companies to assist local managers industries improve their position for future growth.

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-20078 STRATEGIC PLAN**

**2007-8 Business Plan**

*Business Retention and Expansion*

<b>GOALS</b>		<b>STRATEGIES</b>		<b>ACTION PLAN</b>	
				Provide training for staff to conduct an effective business retention expansion program.	
				Continue working with expansion/assistance team that involves representatives from the state and others from the community in order to offer possible incentives and business advice.	
		Create increased awareness of local, federal and state incentives.		Offer quarterly <i>educational</i> workshops <del>to learn more about</del> <i>on available local, state and federal incentives/resources and as well as</i> assistance available through the SBDC <i>and DBE programs.</i>	
				Track answers on problems from questionnaires and feedback from other sources. Notify proper authorities as soon as possible. Take a pro-active approach to solving any problems. Report back to the company periodically on the progress that is being made.	
		Recognize local area businesses for their contributions to the local economy. Expand on annual small business awards recognition program.		Conduct a small business awards program annually.	
				Nominate several of Topeka's businesses for the state's Business Appreciation Awards.	

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-20078 STRATEGIC PLAN**

**2007-8 Business Plan**

*Business Retention and Expansion*

GOALS	STRATEGIES	ACTION PLAN
		Highlight accomplishments of area companies in Chamber's newsletter.



<b>DEPARTMENT: ECONOMIC DEVELOPMENT</b> <b>2002-2007 8 STRATEGIC PLAN</b>		
<b>2007 8 Business Plan</b> <b>Small, Minority and Women-Owned Business Development</b>		
<b>GOALS</b>	<b>STRATEGIES</b>	<b>ACTION PLAN</b>
Broaden and diversify economic base.	Support, promote, sponsor, coordinate and develop programs to improve the talent pool, available financing, business environment, and entrepreneurial spirit in order to develop new employers and nurture small business growth in Topeka and Shawnee County	Continue to work with the DBE Advisory Council and others to promote programs that can be of assistance to entrepreneurs, small business startups, and minority and women businesses.
		Maintain a Micro Loan Program for small businesses utilizing the support and help of GO Connection, HND-City of Topeka and GO Topeka.
		Develop <i>Maintain</i> a mentoring program to provide assistance to small, women-owned and socially disadvantaged businesses.
		Continue building upon the One Stop Program for new and expanding small businesses, utilizing the Washburn University mall Business Center, DBE Programs, SCORE, Wakarusa Development, Inc., and GO Connection services to assist small businesses.
		Provide education/training opportunities in specific areas, such as writing a business plan, Quick Books instruction, small business orientation, marketing, etc.

**DEPARTMENT: ECONOMIC DEVELOPMENT**  
**2002-2007 8 STRATEGIC PLAN**

**2007 8 Business Plan**  
*Small, Minority and Women-Owned Business Development*

GOALS	STRATEGIES	ACTION PLAN	
		<p>Continue to provide orientation sessions throughout the community to educate entrepreneurs on the availability of the micro loan program, link deposit program, business assistance at the one stop office, and other business assistance, counseling programs and educational programs for small, minority, and women business development...</p>	
		<p>Provide networking opportunities: SBDC, Wakarusa Valley Development Corp., Downtown Topeka, Inc., Chamber, GO Topeka, <u>KDOC, KAITS</u> KTEC, GO Connection, Topeka/Shawnee County Purchasing Roundtable, Kansas Department of Commerce, and Network Kansas.</p>	
		<p>Review incubator facilities in Topeka/Shawnee County and determine needs.</p>	
		<p>Continue to further develop the First Step FastTrac Program (FSFT)</p> <ul style="list-style-type: none"> <li>• Conduct four (4) FSFT classes and <b>explore adding two (2) classes – Spanish and Child Care.</b></li> <li>• Maintain contact with Fast Trac graduates via alumni</li> </ul>	

**DEPARTMENT: ECONOMIC DEVELOPMENT**  
**2002-2007 8 STRATEGIC PLAN**

**2007 8 Business Plan**

*Small, Minority and Women-Owned Business Development*

GOALS	STRATEGIES	ACTION PLAN	
		<ul style="list-style-type: none"> <li>▪ association and other methods to determine their current status and assess additional needs.</li> <li>▪ Identify how many of the First Step graduates have started a business and have received assistance from DBE programs, such as microloans, mentoring, etc., and/or how many of the graduates have received conventional financing to start their businesses.</li> </ul>	
		Partner with federal, state, city, county programs to present procurement and business development opportunities for minority and women owned businesses.	
		Conduct <i>outreach</i> meetings with community leaders and organizations to educate Hispanics and African Americans and other minorities about what options are available for small business development.	
		Maintain and update a minority and women owned business directory to be distributed to businesses and organizations looking for Minority Business Enterprises and Women	

**DEPARTMENT: ECONOMIC DEVELOPMENT**  
**2002-2007 8 STRATEGIC PLAN**

**2007 8 Business Plan**

*Small, Minority and Women-Owned Business Development*

GOALS	STRATEGIES	ACTION PLAN	
		Business Enterprises and to prospects inquiring about the diversity in Topeka/Shawnee County.	

**DEPARTMENT: ECONOMIC DEVELOPMENT  
2002-2007 8 STRATEGIC PLAN**

**2007 8Business Plan  
Workforce Development**

GOALS	STRATEGIES	ACTION PLAN	
Identify skills needed by existing and targeted industries in Topeka/Shawnee County area annually.	Identify workforce availability	Work with Heartland Works to improve workforce reporting data for Topeka/Shawnee County	
Create a system that provides the needed skilled workforce to meet the needs of our targeted industries and existing industry.	<p>Develop a plan for a health care career ladder.</p> <p>Provide opportunities to educate area employers on available resources/training to meet their growing workforce needs.</p>	<p>Organize employers and educators to implement a healthcare career ladder system.</p> <p>Coordinate with Heartland Works/Workforce Centers, Kaw Area Technical School, and KDOC to provide forums and workshops to educate area businesses on retaining and hiring a skilled workforce.</p> <p><b>Coordinate "like industries" for roundtable discussions of the skills needed for future employees.</b></p> <p><b>Coordinate with KATS, Heartland Works and the Workforce Center in exploring funding and training programs for a future pipeline of employees with specialized</b></p>	
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**DEPARTMENT: ECONOMIC DEVELOPMENT**  
**2002-2007 8 STRATEGIC PLAN**

**2007 8 Business Plan**  
*Workforce Development*

GOALS	STRATEGIES	ACTION PLAN	
	<p>Assist in the development of breeding and marketing of the Topeka Workforce Center and Heartland Works services.</p>	<p><b>skills.</b>                      Participate in the State of Kansas' Task Force in preparation of plan and budget to brand and Market the services/funding of the Topeka Workforce Center and Heartland Works.</p>	
		<p>Continue working with the regional WorkKeys committee in order to implement and encourage area employers to require new hires to have the certificate available.</p>	

# Joint Economic Development Organization FY2008 Federal Priorities

November 26, 2007

Project Name	Approps Bill	Specific Fund	Project description	FY2008 Request	House Mark	Senate Mark	Conference
Kansas River Development Master Plan and Design & Great Overland Station property acquisition	Transpo./Treas ury/Judiciary/H UD	Economic Development Initiative (EDI)	\$1M to fund master planning, both for the downtown area and for the trails and connections, preliminary geotechnical, environmental and design elements to be conducted by the Topeka, Shawnee County Riverfront Authority. And \$695,000 for property acquisition adjacent to Great Overland Station for public access parkland. Riverfront Authority is raising funds for a preliminary master plan.	\$1,695,000.00	\$100,000	\$0	\$100,000
I-70 Downtown Viaduct Replacement Planning	Transpo./Treas ury/Judiciary/H UD	Federal-Aid Highways, Interstate Maintenance Discretionary	Funds will examine/study options for the replacement of the elevated stretch of highway to address deficiencies, increase current safety standards, and realign the elevated four-lane Interstate 70 viaduct running through downtown Topeka.	\$1,000,000.00	\$1,000,000	\$500,000	\$750,000
South Topeka Sewer & Water Infrastructure	Financial Services	Small Business Administration	Funds requested for a main water-line at the Central Crossing commerce park and a sewer interceptor at Heartland Park.	\$2,500,000.00	\$0	\$1,000,000	\$1,000,000
Replace Squadron Operations Complex	MilCon		The base requires an adequately sized and properly configured facility to support the day-to-day operations and weekend training requirements of the unit's K135 squadron operations function, training, survival equipment shop and weather flight.	\$9,100,000.00	\$0	\$0	\$0
Constitution Hall - Topeka	Interior	Historic Preservation Account, Save America's Treasures	Funds will be used to stabilize the building and restore mural and masonry so that significant private fundraising can continue.	\$500,000.00	\$0	\$0	\$0

# Joint Economic Development Organization FY2009 Federal Priorities DRAFT

November 26, 2007

Project Name	Approps Bill	Specific Fund
Kansas River Development Master Plan and Design & Great Overland Station property acquisition	Transpo./Treasury/Judiciary/H UD	Economic Development Initiative (EDI)
I-70 Downtown Viaduct Replacement Planning	Transpo./Treasury/Judiciary/H UD	Federal-Aid Highways, <i>Interstate Maintenance Discretionary</i>
South Topeka Sewer & Water Infrastructure	Financial Services	Small Business Administration
Constitution Hall - Topeka	Interior	Historic Preservation Account, Save America's Treasures
Emergency Medical Systems	Defense	Defense O&M
Kansas Children's Discovery Center	1) Interior 2) Labor HHS- Education	1) Environmental Protection Agency (for "Green" building technology & materials) 2) Museum & Library account for exhibit design and computer equipment); Post-secondary Education account (partnership w/ KSU, KU); Improvement in Education Fund (partnership w/ school districts)



Go Topoka  
Proposed 2008 Budget - Public

	Proposed Budget 2008	Budget 2007	Estimated 2007
<b>Revenues:</b>			
Sales tax	5,000,000	5,000,000	5,000,000
Investment income & other	250,000	150,000	332,108
<b>Total Revenues</b>	<u>5,250,000</u>	<u>5,150,000</u>	<u>5,332,108</u>
<b>Expenses:</b>			
Salaries	537,858	464,895	427,677
Payroll taxes and benefits	126,164	132,693	87,596
<b>Total Staffing</b> <sup>(3)</sup>	<u>664,022</u>	<u>597,588</u>	<u>515,273</u>
Marketing, promotional and advertising	450,000	387,000	306,005
<b>Departmental activities:</b>			
Business retention	37,120	21,140	15,282
New business attraction	289,000	290,800	206,894
Workforce development	124,000	7,000	2,601
Government relations	66,000	66,000	41,975
Research	50,200	17,800	14,910
Disadvantaged Business Enterprises <sup>(1) (2)</sup>	670,038	650,960	573,013
<b>Total Departmental</b>	<u>1,236,358</u>	<u>1,053,700</u>	<u>854,675</u>
Other operating expenses	327,846	323,889	255,163
<b>Total Operating Expenses</b>	<u>2,678,226</u>	<u>2,362,177</u>	<u>1,931,116</u>
<b>Total Revenues over Operating Expenses</b>	2,571,774	2,787,823	3,400,992
<b>Incentives and Site Expenditures:</b>			
Anticipated 2008 expenditures on current commitments	3,140,000		
New incentives paid in 2008	1,500,000		
Site option/acquisition/improvements	5,000,000		
<b>Total Incentives and Site Expenditures</b>	<u>9,640,000</u>	<u>2,787,823</u>	<u>652,952</u>
Transfer from (to) cash, investments and land held for development	7,068,226		(2,748,040)
<b>Net revenues over expenses and incentives</b>	<u>0</u>	<u>0</u>	<u>0</u>

(1) Includes salaries and benefits budgeted on 4 FTEs of \$250,168 in 2008 and \$243,128 in 2007.  
 (2) Amount exceeds 10% of budgeted revenues; excess will be charged against any remaining carryover funds.  
 (3) Budget for 2008 is based on 8 FTEs and 2007 is based on 7 FTEs.

AGREEMENT FOR SERVICES

**THIS AGREEMENT** is entered into this 21st day of November, 2007, by and between the GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., a non-profit Kansas corporation, hereinafter referred to as GO Topeka and the JOINT ECONOMIC DEVELOPMENT ORGANIZATION, hereinafter referred to as the JEDO, a duly organized separate legal entity authorized by K.S.A. 12-2904(a) which was created by the Interlocal Agreement between the Board of County Commissioners of the County of Shawnee, Kansas, hereinafter referred to as the County, and the City of Topeka, Kansas, hereinafter referred to as City, dated November 1, 2001.

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

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

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

**WHEREAS**, JEDO wishes to extend the contractual relationship with GO Topeka for calendar year 2008;

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

1. The JEDO agrees to grant Five Million Dollars (\$5,000,000.00) from its economic development fund to GO Topeka for the purpose of providing economic development services as set forth or referred to in this Agreement, including research, target marketing, existing business retention and expansion, new business recruitment, minority business development, infrastructure development, site acquisition and development, incentive funds, workforce training and expansion, and other such activities deemed necessary and appropriate. Such services are more fully described in the 2008 Strategic Plan authored by GO Topeka, attached hereto as Attachment A, and incorporated into this Agreement as if fully set forth herein.

2. The term of this Agreement shall be for one (1) year from January 1, 2008 to December 31, 2008. The term of this Agreement shall be extended beyond this term only upon written agreement of the parties unless either party terminates this Agreement by written notice to the other party given as provided in paragraph 9.

3. For the year 2008, GO Topeka shall receive Five Million Dollars (\$5,000,000) from the JEDO pursuant to paragraph five of the Interlocal Agreement establishing the JEDO (Shawnee County Contract No. C261-2001 and City of Topeka Contract No. 31439, or in accordance with the terms of any successor Interlocal Agreement that may be executed between Shawnee County and the City of Topeka). GO Topeka understands the payment of said money is subject to the distribution schedule of the Department of Revenue of the

State of Kansas who will collect and distribute the retailers' sales tax enacted for a twelve (12) year term beginning January 1, 2005. GO Topeka shall set aside Fifteen Thousand Dollars (\$15,000) of this money to pay for the expenses of the JEDO. GO Topeka shall make payments on amounts owed to the County and City from this distribution.

4. The parties mutually agree that no expenditures shall be made from grant funds by GO Topeka, except as specified in the budget submitted by GO Topeka attached hereto as Attachment B, and incorporated into this Agreement and all amendments of such budget approved by both parties as if fully set forth herein.

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

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

7. GO Topeka agrees to submit to the JEDO updated quarterly program status reports, as well as quarterly financial statements. Quarterly statements shall be submitted to the JEDO by the end of the month following the close of each quarter. Additionally, GO

Topeka will submit an annual program report and financial statement to the JEDO after the conclusion of the program year covered by this Agreement. Go Topeka agrees to respond promptly to written inquiries from both voting and non-voting members of the JEDO.

8. Both parties understand that GO Topeka may incur budgeted expenses that are not due and payable until after the close of the current term of this Agreement. If, as anticipated, an Agreement between the JEDO and GO Topeka continues for the following year, a cash carry-forward may be allowed with the written agreement of both parties to this Agreement executed before the 31st day of December of each year.

9. It is understood and agreed that either party may terminate this Agreement at either party's sole discretion by giving the other party notice in writing of such termination, not less than one hundred twenty (120) days prior to termination. The JEDO agrees that if it terminates the Agreement that it shall pay any payments which are referred to in the approved budget which come due within the one hundred twenty (120) day notice period. Upon termination of this Agreement, no further funds shall be payable or paid hereunder, except as otherwise provided herein. In any event, all obligations and commitments made before this Agreement is terminated will be honored by both parties which are described or referred to in the approved budget. Notice shall be deemed given and effective upon mailing of such notice to the

receiving party or upon personal delivery of such notice. All cash and real property shall revert to the JEDO upon termination. During the one hundred twenty (120) day termination period, any purchase in excess of One Thousand and No/100 Dollars (\$1,000.00) shall be first approved by the JEDO.

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

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

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

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

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

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

14. GO Topeka covenants that it presently has no interest and

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

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

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

17. GO Topeka shall establish and maintain the records with respect to all matters covered in this Agreement in accordance with



the JEDO policies or requirements, and specifically in accordance with the following provisions:

a. Documentation of Costs. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, or other official documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, vouchers, orders and other accounting documents shall be clearly identified and readily accessible.

b. Information and Reports. GO Topeka shall, at such time and in such form as the JEDO may require, furnish to the JEDO, any individual member of the JEDO, the City Attorney, the City Manager, and the County Counselor, such statements, records, reports, data and information as may be requested pertaining to matters covered by this Agreement. It is understood by both parties that such requests will not violate the professional code of confidentiality that is maintained between GO Topeka and its business clients and prospects. Both parties acknowledge that, in the course of this Agreement, certain confidential information will need to be exchanged. With respect to information supplied in connection with this Agreement and designated by the disclosing party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner; (ii) use confidential information only to perform its obligations under this Agreement; and (iii) reproduce confidential information only as required to perform its obligations under this Agreement. These requirements shall not apply to information which is (a) publicly known, (b) already known to the recipient; (c) disclosed to a third party without restriction; (d) independently developed; or (e) disclosed pursuant to legal requirement or order, including the requirement that JEDO is subject to the provisions of the Kansas Open Meetings Act, K.S.A. 75-4317, and the Kansas Open Records Act, K.S.A. 45-215.

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

with generally accepted accounting principles relating to the finances related to this Agreement and make the audit results available to the JEDO.

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

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

To facilitate the expenditure of these funds, Go Topeka shall create and retain a disadvantaged business enterprise council (DBE Council) with the responsibility of approving a disadvantaged business enterprise budget and whose approval shall be required for any expenditure exceeding one thousand dollars.

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

20. The parties understand that the scope of economic development retention, expansion and attraction may, in some cases, require funding commitments that extend beyond the one (1) year

term of this Agreement. In such cases, it is mutually understood that any such commitments will require the prior written approval of both the JEDO and GO Topeka and may require amendment to this Agreement.

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

22. The parties agree that the effective date of this Grant Agreement shall be January 1, 2008.

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

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

Dated: \_\_\_\_\_

**JOINT ECONOMIC DEVELOPMENT ORGANIZATION**

By: \_\_\_\_\_  
William W. Buntten

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
Doug Kinsinger, President

JEDO CONTRACT NO. C- \_\_\_\_\_ 2007

**CASH CARRY-FORWARD AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of November, 2007, 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 Board of County Commissioners of the County of Shawnee, Kansas, hereinafter referred to as "the County," and the City of Topeka, Kansas, hereinafter referred to as "the City," dated November 1, 2001.

**WHEREAS**, in accordance with Paragraph 8 of 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 2008 an amount not to exceed Ten Million Five Hundred Thousand and No/100 Dollars (\$10,500,000) 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, 2008 to December 31, 2008.
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: \_\_\_\_\_

William Bunten, Mayor, City of Topeka

Dated: \_\_\_\_\_

**GROWTH ORGANIZATION OF  
TOPEKA/SHAWNEE COUNTY, non-profit Kansas  
Corporation**

By: \_\_\_\_\_

Douglas S. Kinsinger, President

# Committed Incentives

## 2002 to November 2007

Company/Code	# of Jobs		Capital Investment	Incentive	\$ Avg. Per Job
	Retained	New			
SCCA		45	N.A.	\$70,000	\$1,556
Target		600	\$80,000,000+	\$1,600,000 land	\$2,667
Mainline Printing	100	25	\$5,300,000	\$150,000	\$1,200
Goodyear	1,600		\$90,000,000	\$250,000*	\$167
Innovia Films	169	20	\$5,000,000	\$500,000	\$2,646
Coca Cola	25	50	\$3,000,000	\$170,000	\$2,267
Reser's		100	\$30,000,000	\$40,000	\$400
Lohmann & Rauscher	10	17	\$1,000,000	\$55,000	\$2,037
Security Benefit (se2)		200	N.A.	\$500,000	\$2,500
Frito-Lay		50	\$40,000,000	\$187,500	\$3,750
Gunderson Rail		52	\$1,052,000	\$50,000	\$961
<b>Subtotals</b>	<b>1,904</b>	<b>1,159</b>	<b>\$255,352,000</b>	<b>\$3,572,500</b>	

\*Offered \$750,000 however company only met thresholds for one payment of \$250,000 with \$50 million investment

Continued on Page 2

# Committed Incentives

Company/Code Name	# of Jobs		Capital Investment	Incentive	\$ Avg. Per Job
	Retained	New			
Midway Wholesale	53		\$1,000,000	\$250,000	\$5,714
Alorica		850-1000	\$3,000,000	\$900,000	\$900
LB Steel, LLC (Harvey)	70	130	\$750,000	\$502,500**	\$2,512
<b>Totals</b>	<b>2,027</b>	<b>2,289</b>	<b>\$260,102,000</b>	<b>\$5,225,000</b>	

\*\*\$3,000 per retained jobs and \$2,250 per new jobs



# Project Excel

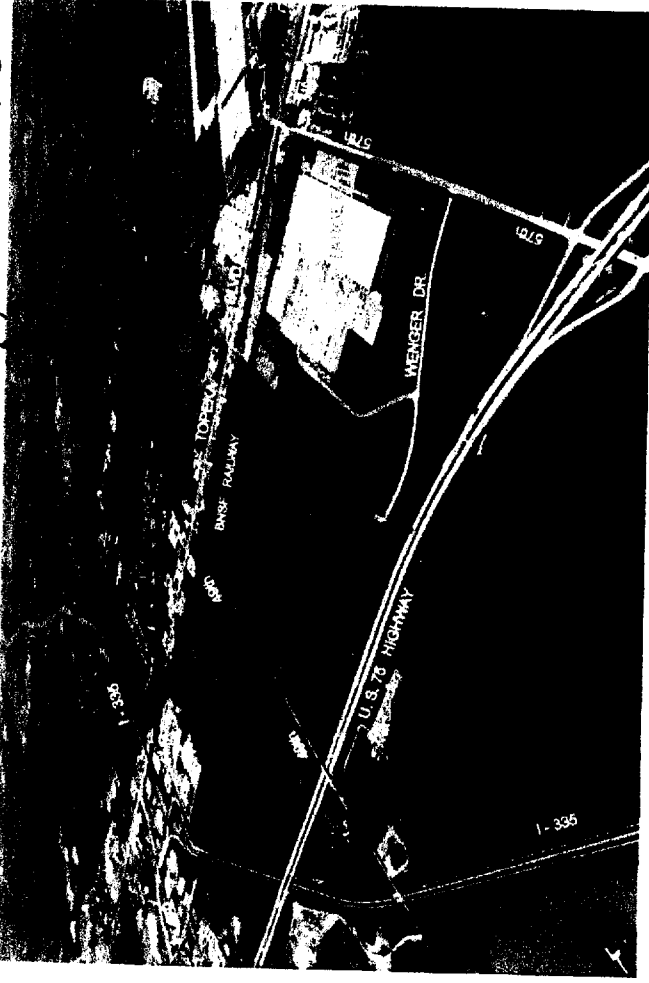
Type of Industry	Manufacturing/Warehouse/Distribution
Capital Investment	\$21 to \$23 million/warehouse \$6-\$7 million/equipment
Employment	80 to 90
Average Hourly Wage	\$15-\$17/hr plus benefits
Competition	Alabama
Proposed Incentive	\$225,000 (\$2,500 per job)

## Incentive Guidelines

- \$1,000 per job for an average hourly wage of \$10 to \$12 per hour
- \$1,500 per job for an average hourly wage of \$12 to \$15 per hour
- \$2,000-\$3,000 per job for an average hourly wage of \$15 to \$20 per hour
- \$3,000-\$4,000 per job and up for an average hourly wage of above \$20 per hour



# Central Crossing Commerce Park Extension of Wenger Drive



EDI Funds (Balance)

\$897,000

Cost of Construction, Design, Contingency,

\$897,000

Adm. (1,350 feet)

*860*

Seek approval for funds to Connect to 49th St.

\$500,000

(800 ft. and connect with intersection)

# Central Crossing Commerce Park Relocation of Gas Line



Gas Line Relocation (4,550 sq. ft.)

\$ 527,000

Previously Approved Funds

\$ 330,000

Additional Request

\$197,000

Seek approval for up to \$225,000