

CITY OF TOPEKA

CITY CLERK City Hall, 215 SE 7th St., Room 166 Topeka, KS 66603-3914 (785) 368-3940

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JEDO Board Meeting Agenda

September 12, 2011 6:00 p.m. Council Chambers 214 SE 8th Street, 2nd Floor

Agenda:

- 1. APPROVAL of July 11, 2011 JEDO Board Meeting Minutes
- 2. APPROVAL of an Amendment to the Pledge of Revenues Agreement Sales Tax Revenue Bonds, Series 2006 (Topeka Boulevard Bridge) City of Topeka Contract No. 41477 and Shawnee County Contract No. C318-2011.
- 3. DISCUSSION of Interlocal Agreement Shawnee County Contract No. C334-2004 and City of Topeka Contract No. 34790 (Section 9) and JEDO Contract No. C-1-2010 (Section 18) addressing the use of 10% of Go Topeka funding for economic development for socially and economically disadvantaged individuals and businesses; and changes to the advisory board.
- 4. ADJOURNMENT

Joint Economic Development Organization Board Minutes July 11, 2011

City of Topeka Council Chambers, 214 SE 7th Street, Topeka, Kansas, Monday, July 11, 2011.

The Joint Economic Development Organization (JEDO) Board members met at 5:00 p.m. with the following Board members present: City of Topeka Councilmembers John Alcala, Denise Everhart, Andrew Gray; City of Topeka Mayor William W. Bunten; and Shawnee County Commissioners Vic Miller, Shelly Buhler and Ted Ensley -7.

Also present were nonvoting JEDO Board members: Councilmembers Bob Archer (Chairman), Karen Hiller, Larry Wolgast and Chad Manspeaker.

Absent: Councilmembers Ortiz and Harmon.

Chairman Bob Archer called the meeting to order.

APPROVAL of the Minutes of the JEDO Board meeting of May 12, 2011 was presented.

Councilmember Alcala moved to approve the Minutes of the May 12, 2011 JEDO Board meeting. The motion was seconded by Councilmember Everhart.

Joseph Ledbetter expressed concern with studies and claims made by GO Topeka representatives throughout pages 1 through 8 in the Minutes. He requested a list of the independent sources that provided the figures and claims being substantiated be provided to him before the next JEDO Board meeting.

The motion to approve the Minutes of the May 12, 2011 JEDO Board meeting carried unanimously. (7-0-0)

CONSIDERATION of the MARS Chocolate North America, L.L.C., Incentive Agreement was presented. (Project Pepper)

Steve Jenkins, GO Topeka Economic Development Senior Vice President provided an overview of what the facility will mean to the company and the community. He reported the Mars Chocolate North America facility will be the first facility built in 30 years by the Company, and it will play a significant role in their overall global strategy. He stated initially there were 82 sites considered in 13 states and he is happy to announce the Company chose to build their new facility in the Kanza Fire Commerce Park in Topeka, Kansas. He referenced "The Five Principles" of the Mars Company including Quality, Responsibility, Mutuality, Efficiency and Freedom. He noted the Company lives, speaks and applies the principles to every aspect of the business. He stated the Company appreciated the neutrality displayed throughout the Topeka-Shawnee County community and believes we will make a good partner as they move forward with their new facility. He briefly discussed the following:

Project Impact

- Employment: 425 jobs (up to 100 in Phase 1)
- Facility size: initially 350,000 square feet
- The average wage: \$43,000 annually plus benefits

- Employee approach is applied through the five main company principles and they invest personally in employees growth and development
- Direct and Indirect jobs: 974
- Direct and Indirect payroll: \$584.4 million (67:1 Return On Investment)
- Taxable Sales and Purchases: \$269.7 million (31:1 Return On Investment)
- NET Revenues to City and County: \$31.2 million (3.6:1 Return On Investment)

Proposed Incentives

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•	Land: 150 acres in Kansas Fire Commerce Park	\$1,520,775
•	Possible 40 acres for wind farm	\$ 400,000
•	Performance-Based Job Creation Cash Incentive	
	(6,000 x 425 jobs)	\$2,550,000
•	Building Permit Waiver Fee	\$ 200,000
•	Utility Connection Fee Waiver	\$ 30,000
•	Railroad with Switch	
	(Cost absorbed by BNSF/State of Kansas)	\$1,300,000
•	Innovation Parkway	
	(Cost paid by KDOT except \$100,000)	\$ 100,000
•	Renewable Energy Facilities	
	(Paid by GO Topeka and State of Kansas)	\$1,100,000
•	Workforce Development	\$1,700,000
	(Hybrid Technologist Support Training provided by	
	Washburn Tech)	
•	Water/Sewer Service Lines to Facility	\$ 217,000
	(Department of Public Works will reimburse a portion	
	of the cost for installation of oversize pipe)	
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TOTAL PROJECT INVESTMENT		\$9,117,775

Councilmember Ortiz entered the room at 5:17 p.m.

Steve Jenkins recognized the 82 community partners that made the project possible and commended them for their ability to work together and bring such an important economic development project to the area. He stated a solution was always found when an obstacle appeared. He reported the agreement has provisions outlined in regards to the use of local contractors whenever possible and noted general contractor(s) would hire qualified subcontractor(s) that offer competitive prices. He stated the Mars Company understands the importance of local resourcing as outlined in the agreement; the majority of the new jobs would be offered to local people in the community with the exception of up to five managers that would be relocated from another facility.

Chairman Archer commended GO Topeka for the team effort. He asked Mr. Jenkins to explain the claw back provision in regards to the economic development process.

Steve Jenkins stated the provision states if the company opts not to build the plant after they have executed the agreement, or if they do not occupy the facility after it is built, then the claw back provision would be used as a recovery mechanism to get the money or the land back if this project does not work.

Jeff Wietharn, Coffman, DeFries & Nothern, GO Topeka Legal Counsel clarified a portion of the funds for position incentives would be required to be refunded; the land would be returned to the seller, as well as, any funding incentives associated with the land would have to be refunded, or they could buy the land back. He also stated the claw back provision is over a ten year period and any refunds would be proportionate to the benefits received.

Chairman Archer asked if the investment in the training at Washburn University Technical School would be offered to other employer prospects or just this employer.

Steve Jenkins reported the \$1.7 million invested in Washburn University Technical School for training is dedicated for this employer to create a work force for the Mars Company; however, the hope is it will create a foundational training program for other existing area facilities.

Councilmember Gray commended GO Topeka for the new development. He asked what the bidding process would be for local labor; and would they be provided the opportunity to work on the facility from start to finish. He also asked how many local contractors were used to build the New Jersey Mars facility. He stated it was his understanding the Mars Company is vested in revitalizing the downtown area and if the revitalization projected is voted down would the Mars Company withdraw from the agreement. He stated when public money is being utilized he prefers the use of local laborers first; however, he is concerned this may not happen because the Mars Company have no one to answer to.

Steve Jenkins stated the bidding process would take place between GO Topeka and the Mars Company. He reported the Company would negotiate with a qualified general contractor who would decide what subcontractors would be needed to support the project and then they would begin to talk with local contractors who could meet their needs. He stated the Company and GO Topeka are committed to using local contractors. He noted the New Jersey facility is 50 years old and it would be difficult to find out if local contractors were used to build the facility. He stated he does not believe this is a factor as the Mars Company is a strong company with more fiber to their existence than most companies. He reported this would be the biggest project the community would see in the next 3 to 4 years and representatives from the Company would attend the Shawnee County 4-H Fair to introduce themselves to the community. He stated he believes the Mars Company would be a charitable company and it is the best company he has worked with in years. He noted because it is a private company they will be a much better competitor with performance measures they have to meet and people to answer to.

Councilmember Wolgast asked how they would monitor the employment for incentive purposes and what are the track records of similar organizations.

Steve Jenkins reported there is a third party auditor that reports to GO Topeka on the employment incentives. He stated they have not had more than 2% to 3% of area companies that do comply with incentive requirements.

Councilmember Everhart stated she appreciates what the Mars Company believes in and noted they are considered a Gold Standard Company. She asked Mr. Jenkins what his opinion was in regards to what has happened in the past with companies that are labeled as "Gold Standard."

Steve Jenkins reported 52% of the contractors used for the Bimbo Bakery Company were local contractors, and 54% of the contractors used to build the Home Depot facility were local. He stated "Gold Standard" relates to the use of water, wastewater and electrical power and how these things are used in the facility. He noted the

oversized waterline would be used for the fire flow and process water, with very little waste from the facility, He stated the oversized waterline would be paid through incentives and administered through an agreement with the City of Topeka.

Councilmember Manspeaker asked if there is not a wind farm created would they still spend the \$400,000 to create a solar farm; what is the minimum job creation requirement; why are they not paying for water and sewer hook ups; and why are they not paying for the rail line to be used by Burlington Northern Santa Fe Railroad. He recognized local union workers present at the meeting. He stated he believes local contractors should do the work and as they move forward with the project; and the City and County need to make sure every dollar is leveraged and area folks are working the jobs and taking pride in the community. He asked how fire service would be provided to the facility.

Steve Jenkins stated they would not spend \$400,000 if it is not necessary and there is no wind farm, the minimum job creation requirement is 180; the creation of a rail yard is part of the facility which is why Burlington Northern Santa Fe Railroad is paying for the rail switch. He stated GO Topeka and the Mars company are just as concerned as anyone else and will talk with local companies regarding the use of local workers. He referenced paragraph 6 of the agreement and stated the Mars Company would reimburse 10% of construction cost for the of fire facility.

Councilmember Alcala expressed concern with potential fire hazards of the facility and emergency response time and noted most large facilities are equipped with equipment to keep fire from spreading but not putting it out. He encouraged the Mars Company to try and make sure local contractors are taken care of during the construction phase, as well as, provide training in-house to make sure it is an on-going process.

Steve Jenkins stated they are working on a training process to ensure success. He asked the Board to keep in mind the Company would always be replacing employees as years go by and they would make sure a foundational program is place to move the Company forward and develop a specialty workforce.

Councilmember Hiller questioned if the Mars Company has agreed to annexation.

Steve Jenkins stated the annexation process in underway. He reported all of the companies they have worked with so far have expressed the desire to be located inside the city's corporate boundaries; however, the final decision will be determined by the Shawnee County Commission.

Commissioner Miller noted annexation requires approval by both the City and County.

Commissioner Ensley noted all tax abatements come before the Shawnee County Commission annually, and they could review the Mars Company commitment and make sure they are doing what they said they would do before the tax abatement is authorized, enforcing accountability by the Company. He requested the following statement be placed on record, "while he is voting in favor of these JEDO incentives, in no way does this bind his vote on any zoning issue that may come before him at a later date. He will hear any other zoning request in a quasi judicial capacity and will consider the evidence placed before him at the hearing, independent of his decision to vote in favor of these incentives." He stated this development is a great opportunity for the community.

Commissioner Miller clarified that tax abatement is primarily an administrative matter unless it is tied to a claw back provision included in the incentives, in which case it becomes more subsidized. He stated this has

occurred in the past, and if it would come before the Shawnee County Commission, any incentives given would be tied to a claw back provision, contingent upon the commitment to employment.

Chairman Archer opened the floor for public comment.

Joseph Ledbetter requested an amendment to the incentive agreement on page 3, paragraph 1, Section C. The amendment would include a reporting requirement of the average number of full-time employment positions maintained in the previous calendar year to be provided to GO Topeka, JEDO, City of Topeka Clerk and the Shawnee County Clerk. He asked who the third party auditor is that monitors the employment incentives. He stated he is not thrilled with island annexation, and noted the cost of keeping emergency facilities staffed far out weighs the expense of building the facilities.

Steve Jenkins stated the third party financial auditor is Myers McCain.

Neil Fisher, Vice President and co-owner of KBS Constructors stated he has been a general contractor for 22 years and understands the importance of local preference of labor and stated the Mars Company should be encouraged to use local contractors. He reported there has been a big shift in last 20 years in regards to integrated delivery systems for the private and public sectors. He stated in his opinion the planning and design for this facility has been taking place for years and he believes the Mars Company already have a contractor on this project. He also stated he supports using as much local labor as possible; however, he would not insist on it because there may be special skills requirements which could require outside expertise.

Commissioner Miller reported Mr. Fisher has been the third local contractor today that has verbally endorsed the current language of the agreement and not making it a requirement to use local contractors.

Councilmember Manspeaker asked Mr. Fisher if he as workers working on the new most specialized "National Bio and Agro-Defense Facility (NBAF) in the state.

Mr. Fisher reported he has spoke with the company and they may in the future; however, there will be a lot of out of state specialized workers on the job site as well.

Amber Gentry-Bullock, Networks Plus reported after meeting Mars Company representatives she is confident this is very important from a young professionals stand point. She stated the Mars Company represents innovation, growth, and change and encouraged the Board to fully understand that this project is bigger than anyone could imagine. She also stated the project goes beyond just an incentive, it is stability for the community.

Andy Sanchez, Kansas AFLCIO Executive Secretary Treasurer commended those involved in the Mars Company Development. He encouraged the Board to make sure local trade workers are utilized because local jobs should be preserved for local workers. He understands approximately 42% of the work will be performed by outside workers; however, it is important to re-circulate money back into the local economy. He noted construction can be a powerful tool to generate the local economy. He stated if local contractors are provided the opportunity to compete, they will make the community proud.

Councilmember Manspeaker stated local workers would make a real investment in the community and he believes the Mars Company needs to make the same kind of commitment to the community and the people.

Kirk Miller, Plumbing, Heating and Cooling Local Union No. 441 stated the development would provide several life time careers of man hours building and maintaining the facility. He stated if the money cycles back through the community one time it would be worth it. He encouraged the use of local workers and stated they know how to perform all jobs if given the chance because they have a vested interest in the community.

Councilmember Gray stated the incentive agreement is in essence just a matter of trust. He also stated it would be a wonderful testimony of trust if the Mars Company listened to the local people.

Steve Briman, GO Topeka Volunteer Chair commended GO Topeka for landing a major company in very tough economic times. He stated they should work to make this plant a showcase facility with more production lines, more capital investment and more employees. He asked them to make a strong connection with the community and urged the Board to approve the agreement as proposed. He noted the benefits would far extend beyond the investment of the incentive agreement.

Brian Threadgold, Northeast Kansas Building and Construction Trades and Business Manager and Financial Secretary of the IBEW Local Union No. 226 requested an agreement be reached with the Mars Company to make certain local labors are used because they can and will perform. He questioned the training of hybrid techs through Washburn University Technical School.

Councilmember Everhart asked how local contractors would find the information they would need to bid jobs and have a fair opportunity to work.

Brian Threadgold stated he believes there may be some hurdles in regards to contacting Mars Company representatives.

Commissioner Miller reported the hybrid tech training is not related to the construction of the facility it is related to the operation of the facility.

Steve Jenkins stated they have already provided the Mars Company with a list of vendors and contractors and they have requested GO Topeka be the central point of contact.

Glenda Overstreet, National Association for the Advancement of Colored People stated she is very excited about the new development and requested that minority representation be included in the process. She stated the Association supports and encourages money to be generated back into the local community by hiring local contractors. She reported the current minority unemployment rate is 16% and they would like to consider a partnership with Washburn University Technical School.

Councilmember Manspeaker noted the City of Kansas City, Kansas has been very successful with this same request.

Jim Hastings expressed concern with the secrecy of meetings between GO Topeka and the Mars Company. He stated local tradesmen are more than capable of performing the tasks needed to build the facility and because taxpayer money is being used they need to listen to local trade workers.

Councilmember Manspeaker suggested Mr. Hastings have training facilities located in Topeka to provide for rapid fire training.

Mr. Hastings stated a training facility is already in place.

Chairman Archer thanked those individuals who provided comments and feedback on the matter.

Commissioner Miller moved to amend page 3, paragraph 1, Section C of the incentive agreement to include a reporting requirement of the average number of full-time employment positions maintained in the previous calendar year to be provided to GO Topeka, JEDO, the City of Topeka Clerk and the Shawnee County Clerk. The motion was seconded by Councilmember Gray.

Mayor Bunten urged the Board to approve the agreement as presented and stated he would not want to jeopardize the agreement in any way.

The motion to amend the agreement carried. Mayor Bunten abstained. (6-0-1)

Councilmember Gray stated he agrees with the amendment because transparency is very important and has been needed for a long time.

Commissioner Ensley moved to approve the agreement as amended. The motion was seconded by Commissioner Buhler.

Commissioner Miller stated he would never make an amendment that would jeopardize an agreement such as this one. He stated the amendment was not unreasonable and believes the Mars Company would not have a problem with the amendment, as it is consistent with the agreement. He stated the Mars Company has not said they would not come to the Topeka-Shawnee County area if we do not do certain things. He stated in his opinion the discussion regarding local contractors was good; however, they need to be careful not to despair their new partners. He stated the Mars Company has stated they have every intention to hire local contractors; voters have twice stated they support economic development and this development is a prime example of how the money should be used; therefore, he will vote in favor of the agreement.

The motion to approve the agreement as amended carried unanimously. (7-0-0)

APPROVAL of the appointment of Rich Eckert, Shawnee County Attorney as the attorney of record representing the Mars North America Company Incentive Agreement, was presented.

Chairman Archer stated he was contacted by Doug Kinsinger regarding the attorney of record for the Mars Development Project. He reported he asked Mr. Rich Eckert, Shawnee County Counsel to accept the appointment because he has vast experience in these types of agreements and developments.

Steve Jenkins, GO Topeka Economic Development Senior Vice President stated Mr. Eckert has been involved with other similar deals and this agreement would benefit from his great expertise and he believes Mr. Eckert is a good selection.

Commissioner Miller stated he believes action is not necessary to declare attorney responsibility of the contract.

Councilmember Everhart stated she has no objection with the appointment of Mr. Eckert; however, she supports Acting City Attorney Catherine Walter and believes she is more than capable of performing the duty.

Mayor Bunten stated he concurs with Councilmember Everhart and believes the appointment is not necessary.

Councilmember Alcala stated he supports changing the attorney of record.

Councilmember Alcala moved to approve the appointment. The motion was seconded by Commissioner Ensley.

Commissioner Miller requested that the meeting agenda reflect the company's name after it has been revealed to the public. He stated he would not support the appointment of Mr. Rich Eckert because the contract is already negotiated.

The motion to approve the appointment carried. Councilmember Everhart and Commissioner Miller voted "no." (5-2-0)

Joseph Ledbetter appeared to speak under public comment. He questioned the following items:

- Who is the L.P. Steel Company listed on page 5 of the financial report referenced in the May 12, 2011 JEDO Board minutes.
- He referenced Section 7 of the contract between GO Topeka and JEDO in regards to providing quarterly reports. He referenced the term "Statement of Income Public" on pages 1 and 4 of the quarterly report listed in the May 12, 2011 JEDO Board minutes. He commented on the fact JEDO funds are considered public money even according to the financial auditors.
- He cautioned the Board in regards to following the Kansas Open Meetings Act (KOMA) and noted denying public comment at a public meeting regulated by KOMA could be considered a due process violation of a person's right to speak. He stated he hopes they continue to have public comment in the future; he believes it is important to have transparency
- He requested a list of the objective independent sources of the goals and things they listed in the May 12, 2011 JEDO Meeting minutes be provided to him before the next JEDO Board meeting.
- He requested JEDO Board meetings be scheduled on a regular basis.
- He asked when the next JEDO Board meeting would be scheduled.

Steve Jenkins, GO Topeka Economic Development Senior Vice President reported L.P. Steele company is also know as "Topeka Metals" and is located on South Topeka Boulevard.

Chairman Archer stated the next JEDO Board meeting would be scheduled when they have business to discuss.

No further business appearing the meeting was adjourned at 6:48 p.m.

SMAWNEE COUNTY COUTRACT OF C318-2011

CITY OF TOPEKA Contract No. 41477

AMENDMENT TO PLEDGE OF REVENUES AGREEMENT

This Amendment to the Pledge of Revenues Agreement dated as of June 1, 2006, (the "Pledge of Revenues Agreement") is entered into as of ________, 2011 by and among the CITY OF TOPEKA, KANSAS, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas (the "City"), SHAWNEE COUNTY, KANSAS, a body corporate and politic under the laws of the State of Kansas (the "County"), the JOINT ECONOMIC DEVELOPMENT ORGANIZATION ("JEDO"), a separate legal entity established by the City and County pursuant to an Interlocal Agreement dated November 1, 2001, as rescinded and replaced by an Interlocal Agreement dated December 9, 2004, (collectively, the "Interlocal Agreement") and U.S. BANK NATIONAL ASSOCIATION, ST. LOUIS, MISSOURI, as trustee, (the "Trustee") in connection with the City's Sales Tax Revenue Bonds, Series 2006 (Topeka Boulevard Bridge).

- 1. The City has, pursuant to its Ordinance No. 18647, passed and approved by the City Council, signed by the City's mayor and published as required by law, authorized and issued its Sales Tax Revenue Bonds, Series 2006, (Topeka Boulevard Bridge in the aggregate principal amount of \$30,625,000 and dated as of June 15, 2006 (the "Series 2006 Bonds"); and
- 2. The Series 2006 Bonds are limited obligations of the City issued under the authority of K.S.A. 12-187 et seq., as amended, and a trust indenture dated as of June 1, 2006, by and between the City and the Trustee (the "Indenture"); and
- 3. The Series 2006 Bonds are payable from a portion of a countywide retailer's sales tax in the amount of one-half of one cent levied in the County, as more fully described in and secured by both the Indenture and the Pledge of Revenues Agreement, and were issued to finance the removal and replacement of the City's Topeka Boulevard Bridge over the Kansas River; and
- 4. The parties to the Pledge of Revenue Agreement pledged, among other things, to make the payments required under the agreement to pay the Series 2006 Bonds and to maintain and not terminate either the Interlocal Agreement or JEDO until the Series 2006 Bonds have been paid; and
- 5. The Series 2006 Bonds maturing on and after December 15, 2012, are subject to optional redemption by the City in accordance with the terms and conditions of the Indenture on and after December 15, 2011, at a redemption price of 100% of the principal amount being redeemed; and

- 6. The City has determined it to be in the best interest of the citizens and taxpayers of the City to issue refunding bonds of the City pursuant to K.S.A. 2010 Supp. 12-195(b)(6), as amended, to currently refund the Series 2006 Bonds subject to optional redemption December 15, 2011; and
- 7. The proposed refunding will result in significant interest cost savings, meeting the City's present value savings threshold for current refundings and increasing the amount of sales tax receipts available for use on other projects permitted under the Interlocal Agreement; and
- 8. The parties to the Pledge of Revenues Agreement hereby agree to amend the Pledge of Revenues Agreement to clarify that it is their intent that the agreement shall constitute security for the payment of the principal of, redemption premium, if any, and interest on the Series 2006 Bonds and any refunding bonds issued by the City to refund such bonds and other amounts due under any Indenture for such refunding bonds.

AMENDMENT

- Amendment to the definition of the word "Bonds" in the Pledge of Revenues

 Agreement. "Bonds" means, collectively, the Series 2006 Bonds and any refunding bonds issued to refund the Series 2006 Bonds or other bonds issued to refund such bonds.
- 2. <u>Execution in Counterparts</u>. This Amendment to the Pledge of Revenues Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
- IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Pledge of Revenues Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

CITY OF TOPEKA, KANSAS

ATTEST:

Title: Mayor

Name: Brenda Younger Title: City Clerk

APPROVED AS TO FORM & LEGALITY CITY ATTORNEY'S OFFICE

SHAWNEE COUNTY, KANSAS

Commoved as to Legality

Common Date 6 23 1

THE JOINT ECONOMIC DEVELOPMENT ORGANIZATION, a quasi-municipal agency of Shawnee County, Kansas, and the City of Topeka, Kansas

		By	
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ATTEST:			
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as Trustee

U.S. BANK NATIONAL ASSOCIATION,

INTERLOCAL AGREEMENT

(Shawnee County Contract No. C 334 -2004) (City of Topeka Contract No. 34790

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

executed as of the date first above
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BOARD OF COUNTY COMMISSIONERS SHAWNEE COUNTY, KANSAS

Theodore D. Ensley, Chairman

Cypibla A. Beck, Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY
BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE
DATE 17 9 84 BY

CITY OF TOPEKA, KANSAS

James McClinton, Mayor

ATTEST:

Iris E. Walker, Topeka City Clerk

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

DATE 12 8/04 BY 1

CAMITAL CHTY

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

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JEDO CONTRACT NO. C- ↑ -2010

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into this 22 day of November, 2010, 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 2011;

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

- 1. The JEDO agrees to grant Five Million Dollars (95,000,000.00) from its economic development fund to GO Topeka for the purpose of providing economic development services as set forth or referred to in this Agreement, including research, target marketing, existing business retention and expansion, new business recruitment, minority business development, entrepreneurial business development, infrastructure development, site acquisition and development, incentive funds, workforce training and expansion, and other such activities deemed necessary and appropriate. Such services are more fully described in the 2011 Business Plan authored by GO Topeka, attached hereto as Attachment A, and incorporated into this Agreement as if fully set forth herein.
 - 2. The term of this Agreement shall be for one (1) year from January 1, 2011 to December 31, 2011. 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 2011, GO Topeka shall receive Five Million Dollars (\$5,000,000) from the JEDO pursuant to paragraph five of the Interlocal Agreement establishing the JEDO (Shawnee County Contract No. C261-2001 and City of Topeka Contract No. 31439, or in accordance with the terms of any successor Interlocal Agreement that may be executed between Shawnee County and the City of Topeka). GO Topeka understands the payment of said money is subject to the distribution schedule of the Department of Revenue of the

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

- 4. The parties mutually agree that no expenditures shall be made from grant funds by GO Topeka, except as specified in the budget submitted by GO Topeka attached hereto as Attachment B, and incorporated into this Agreement and all amendments of such budget approved by both parties as if fully set forth herein.
- 5. In performing its duties and responsibilities hereunder, the parties acknowledge and agree that GO Topeka is and shall be an independent contractor and not a partner, officer, agent, or employee of the JEDO, the City, or the County.
- 6. GO Topeka shall submit to the JEDO an annual Business Plan and budget in substantially the same form as Attachments A and B, reflecting the expenditures to be made during the fiscal year to be used only in accordance with the terms of this Agreement. Such funds shall be used during the contract period unless otherwise agreed upon by both parties, in writing by an amendment to this Agreement.
- 7. GO Topeka agrees to submit to the JEDO updated quarterly program status reports, as well as quarterly financial statements. Quarterly statements shall be submitted to the JEDO within forty-

- five (45) days after the close of each quarter. Additionally, GO Topeka will submit an annual program report and financial statement to the JEDO after the conclusion of the program year covered by this Agreement. Go Topeka agrees to respond promptly to written inquiries from both voting and non-voting members of the JEDO.
- 8. Both parties understand that GO Topeka may incur budgeted expenses that are not due and payable until after the close of the current term of this Agreement. If, as anticipated, an Agreement between the JEDO and GO Topeka continues for the following year, a cash carry-forward may be allowed with the written agreement of both parties to this Agreement executed before the 31st day of December of each year.
- 9. It is understood and agreed that either party may terminate this Agreement at either party's sole discretion by giving the other party notice in writing of such termination, not less than one hundred twenty (120) days prior to termination. The JEDO agrees that if it terminates the Agreement that it shall pay any payments which are referred to in the approved budget which come due within the one hundred twenty (120) day notice period. Upon termination of this Agreement, no further funds shall be payable or paid hereunder, except as otherwise provided herein. In any event, all obligations and commitments made before this Agreement is terminated will be honored by both parties which are described or referred to in the approved budget. Notice shall be

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

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

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

11. In carrying out the terms and provisions of this Agreement, GO Topeka will not unlawfully discriminate against any

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

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

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

- 17. GO Topeka shall establish and maintain the records with respect to all matters covered in this Agreement in accordance with the JEDO policies or requirements, and specifically in accordance with the following provisions:
 - a. <u>Documentation of Costs</u>. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, or other official documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, vouchers, orders and other accounting documents shall be clearly identified and readily accessible.
 - Information and Reports. GO Topeka shall, at such time b. 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,

- 20. The parties understand that the scope of economic development retention, expansion and attraction may, in some cases, require that GO Topeka enter into funding commitments that extend beyond the one (1) year term of this Agreement. For such commitments, GO Topeka shall obtain the prior approval of JEDO, either in writing or by formal action of the JEDO Board at a duly called meeting and reflected in the meeting minutes.
- 21. This Grant Agreement may be amended by mutual, written agreement of the parties only.
- 22. The parties agree that the effective date of this Grant Agreement shall be January 1, 2011.
- 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: 1/22/10

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

Bv:

Theodore D. Ensley, Chairman

Dated: il/anflo

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

Bv:

Doug Kinsinger, President

such inspections shall not be limited in number or scope. GO Topeka shall also, at the conclusion of the Agreement year, order a certified annual audit by a certified public accounting firm selected by the JEDO, completed in accordance with generally accepted accounting principles relating to the finances related to this Agreement and make the audit results available to the JEDO.

- d. Availability of Records. Financial and project records, necessary supporting data, and programmatic reports as requested by the JEDO, or its agent, shall be available for a period of at least three (3) years after completion of this Agreement.
- 18. GO Topeka agrees that an amount not less than ten percent (10%) of the funds referenced in paragraph 3 shall endeavor to be used to support economic development for the socially and economically disadvantaged individual or business enterprise. The definition of a Disadvantaged Business Enterprise shall be the same as the Disadvantaged Business Enterprise Program of the Kansas Department of Transportation in accordance with 49 CFR Part 26.

To facilitate the expenditure of these funds, Go Topeka shall create and retain a Minority and Women Business Development Advisory Council with the responsibility of approving a disadvantaged business enterprise budget and whose approval shall be required for any expenditure exceeding one thousand dollars.

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

Brenda Younger

From:

Rezac, Jane [Jane.Rezac@snco.us]

Sent:

Friday, September 09, 2011 9:47 AM

To:

Doug Kinsinger; Brenda Younger; Ted Ensley (TeEnsl@cox.net); Bob Archer

Subject: FW: Request from Joe Ledbetter to Commissioner Ensley/and JEDO Chair

From: Joseph Ledbetter [mailto:joe@ltlawtopeka.com]

Sent: Friday, September 09, 2011 9:40 AM

To: Rezac, Jane

Subject: RE: Request from Joe Ledbetter to Commissioner Ensley/and JEDO Chair

Please let JEDO(Ted, and Chair) and City Clerk, know I wish to speak on all agenda items and public

comments at Sept.12th Meeting of JEDO.

Thank you,

Joseph

Joseph R. Ledbetter, Attorney at Law

Thompson Law Office 5909 Sw 28th Street, Suite 101 Topeka, KS 66614 (785) 783-8780 Phone (785) 783-8781 Fax

www.LTLawTopeka.com

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From: Rezac, Jane [mailto:Jane.Rezac@snco.us] Sent: Friday, September 02, 2011 8:12 AM **To:** Joe Ledbetter (joe@ltlawtopeka.com)

Subject: FW: Request from Joe Ledbetter to Commissioner Ensley

Joe, here is the information you requested. Anything else, let me know.

From: Doug Kinsinger [mailto:dkinsinger@topekachamber.org]

Sent: Thursday, September 01, 2011 5:37 PM

To: Rezac, Jane

Subject: RE: Request from Joe Ledbetter to Commissioner Ensley

Jane, I believe this should answer the question.

Douglas S. Kinsinger, CCE

President/CEO Greater Topeka Chamber of Commerce/GO Topeka 120 SE 6th Avenue, Suite 110 Topeka, KS 66603-3515

9/9/2011

Joseph Ledbetter

From:

Rezac, Jane [Jane.Rezac@snco.us] Friday, September 02, 2011 8:12 AM

Sent: To:

Joe Ledbetter (joe@ltlawtopeka.com)

Subject:

FW: Request from Joe Ledbetter to Commissioner Ensley

Attachments:

Schedule of Chamber Billings Four Months.pdf

Joe, here is the information you requested. Anything else, let me know.

From: Doug Kinsinger [mailto:dkinsinger@topekachamber.org]

Sent: Thursday, September 01, 2011 5:37 PM

To: Rezac, Jane

Subject: RE: Request from Joe Ledbetter to Commissioner Ensley

Jane, I believe this should answer the question.

Douglas S. Kinsinger, CCE

President/CEO Greater Topeka Chamber of Commerce/GO Topeka 120 SE 6th Avenue, Suite 110 Topeka, KS 66603-3515

P 785.234.2644 F 785.234.8656 dkinsinger@TopekaChamber.org www.TopekaChamber.org

WE CAN DO THAT

From: Rezac, Jane [mailto:Jane.Rezac@snco.us] **Sent:** Tuesday, August 30, 2011 9:34 AM

To: Doug Kinsinger

Subject: Request from Joe Ledbetter to Commissioner Ensley

Joe called Commissioner Ensley and wants to know the amount of money that has been transferred from Go Topeka to the Chamber in the last four months. Commissioner Ensley asked me to contact you. Thanks.

Go Topeka, Inc. Public Funds Reimbursement to the Chamber April through July, 2011

Total	220,503
July	57,335
June	55,332
May	52,921
April	54,915

DIRECTORY

ABIRTATION PARTIE FRANCISCO CARRESTON

Certified MBE/WBE/DBE Businesses





Entrepreneurial & Minority Business Development GOTopeka ECONOMIC PARTNERSHIP



Minority & Women Development Council Go Topeka ECONOMIC PARTNERSHIP

First Step FastTrac Graduate Businesses

Yvonne Adams, 2010

Grandma Yvonne's Dayvare Home 785.233.0602

Leanna Adams, 2009

Larry Jones Trucking 785.232.1800 leann226@msn.com

Carla Akins, 2007

Precions Blessings Development Center 785.234.3749 heavenkma@yahoo.com

Megan Amend, 2010

Love Abounds Photography 509.389.1002 loveabounds@hotmail.com

John Ary, 2010

Robot Monster Creative 785.554.3183 contact@robotmonstercreative.com

April Atkins, 2009

Aprils Angels 785.215.9130 aatkins98@live.com

Kari Bailey, 2008

The Healing Place 785.633.0697 kari936@msn.com

Pamela Beam, 2010

Little Hands Big Hearts Day Care 785.286.7661 lhbh@ymail.com

Wendy Bell, 2009

Wendy's Little Angels 785.554.1234

Todd Benortham, 2010

Shawnee Lawn & Landscape 785.783.7195 todd@shawneelawnandlandscape.com

Adrian Bey, 2004

Player Gene Company 785.845.4394 one7pgc(a)yahoo.com

Sherice Booker, 2009

Small Talk Academy 785.228.2805 smalltalk09@sbcglobal.net

Carolyn Bourg, 2005

Unique Expressions Ceramics & Pottery 785.272.2413 unique_expressions@cox.net

Aimee Bradshaw, 2010

A Bradshaw Consulting 785.220.0205 a@aimecbradshaw.com

Elecia Brisco, 2009

Buzzy Bee Day Care 785.234.5977 tyleseb@att.net

Joyce Broils, 2011

JB's House of Glass and Beading 785.862.0370 joyceb4@att.com

Lisa Bruner, 2006

Brentwood Farms 785.478.4875

Maureen Burns, 2006

Success at Life 785.276.9999

Chris Bush, 2007

Crossingover Consulting Services 785.969.0441 chrisbush1@tmo.blackberry.net

Roy Bynum, 2007

Strait Up Web Development 785.554.0506 rbynum1@cox.net

Janet Caballero, 2009

Kitchen Angel 785.224.9724 fjc508@sbcglobal.net

Patrick Cabral, 2006

Embracing Legacy LLC 785.817.6401 pgcabral@sbcglobal.net

Beth Cain, 2007

Beth Cain Designs 785.266.7500 beth@millinerymadness.com

Cassandra Campbell, 2010

Campbell's Kids 785.272.4509 cassnboys@sbcglobal.net

Sarah Carkhuff Fizell, 2007

Post Rock PR & Red Lotus Events scfizell@gmail.com

Linda Carson, 2009

Blue Plant Café, LLC 785.783.8883 www.blueplanettopeka.com Vendor Carter, 2004 BNW 785.228.1126 vcarter@cox.net

David Chall, 2010

MC Parts I L.C. 785.234.8541 david.mcparts@att.net

Sharon Chapman, 2009

Chapman Daycare 785.862.1384

Alfred Charay, 2008

Charay Remodeling 785.233.7355 charayremodeling@cox.net

Jeff Coen, 2008

The C Team Studios 785.230.9362 jeff@thec-team.com

Max Cohen, 2010

Cohen Farms 785.220.8850 topeka123@hotmail.com

Markyta Cole, 2004

The Open Door Hair Salon 785.318.0325 markytacole69@yahoo.com

Terri Cramer, 2008

Cookies & More by Terri 785.234.1068 cookieladv1@cox.net

Larry Cushinberry, 2004

L.C. Cush, Interior Painting 785.554.7297 lcushinberry@att.net

Monte Cutshall, 2008

Cutshall Imaging 785.231.6990 monte@cutshall-imaging.com

Angela Dake, 2007

Angela's Window Fashion 785.554.6310 adake@angelascwf.com

Candace Davis, 2007

According to His Plan according to hp@aol.com

E. J. Drake, 2010

edrake photography 785.817.6133 Edrakeii@yahoo.com Marcia Durkes, 2010 Simply Solutions Inc.

785.408.5445 marcia.durkes@yahoo.com

Donna Fernkopf, 2010

Donna's Computer Repair Service 785.232.6970 dollmaker@yahoo.com

Tiffany Fisher, 2008

Capitol City Nannies, Inc. 785.234.0123 tiffany@capitolcitynannies.com

Rachel Fisher, 2009

Rachel's Learning Train Daycare Home 785.383.6686 fshstix@het.net

Tonya Fisher, 2009

The Center of Attention Barbershop & Custom Wigs 785.221.6187 lmnopme@sbcglobal.net

Juanice Fosu, 2009

Chandra Glover, 2009

Kings Café 785.783.7080 kingscafe08@yahoo.com

Charles Fountain, 2010

C's Mowing and More 785.580.6940 charles@mowingandmore.com

Naomi Frantzen, 2007

Beautiful Spaces - Senior Move Management 785.224.0491 nfrantzen@sbcglobal.net

Lisa Freel, 2010

Good Beginnings Family Child Care Home 785.877.3377 lisa_freel@yahoo.com

G. Sean Gatewood, 2010

Spotyourshot.com 785.354.8889 repsgatewood@gmail.com

Stacey Geier, 2008

Stacey Ink Marketing 785.817.8844

stacey@staceyink.com

Jason Gilbert, 2004 Jason Gilbert Writes 785.233,3774

Jim Ginavan, 2009

Konza Fire Creations 785,844,1711 jim.ginavan@gmail.com Bruce Gonzales, 2005

Jayhawk Janitorial Services 785.220.9032 bgonzales10@cox.net

Denise Gooden, 2007

Moments Imagined 785.207.0509 denise@momentsimagined.net

Travis Gooden, 2007

Greenwave Electric, Inc. 785.228.2478 tgooden@greenwaveelectric.com

Barbara Grady, 2009

Sahaja Tara "Natural Paths to Wellness" 785.218.5541 sahajatara@yahoo.com

Dawn Graf, 2009

David Graf, 2009

Mobile Boat Mechanic Service 785.582.5848 dawn.graf@bcbsks.com

Shannon Grant, 2009

Shannon Grant Daycare Home 785.286.7428 scn2g2@hotmail.com

Renee Hall, 2004

Mom's Vending Company 785.220.2890 rhall92958@gmail.com

Shawna Hall, 2009

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YES

Did we answer too soon?



In Topeka we have a habit of anticipating needs. Being proactive. And being responsive. We understand that looking for the right place to start or relocate a business is a difficult task. You want the whole package – a low cost of doing business, a smart and well-trained work force, a business friendly community with aggressive incentives and land resources. You want to work with a group that will say yes to your grandest of plans and figure out how to make them happen. You want a place that sees no dream as too big. Is it too much to ask for? This is one of those rare occasions when we say, "No."

Find out how Topeka, Kansas can serve all your unique entrepreneurial needs. Contact Cyndi Hermocillo-Legg at 785.231.6000 or clegg@GoTopeka.com.





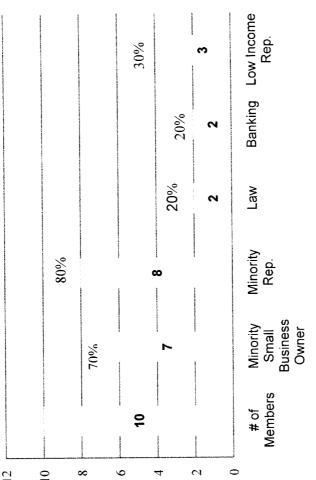


Greater Greater Greater CHAMBER & GO TOPEKA

Entrepreneurial & Minority
Business Development

2011 MWBD Council Composition:



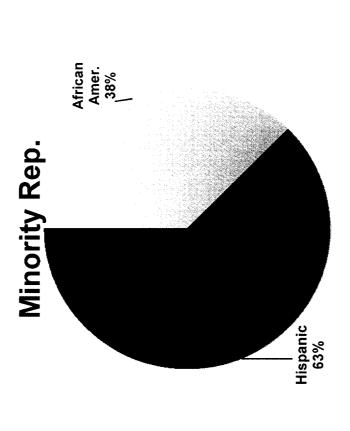


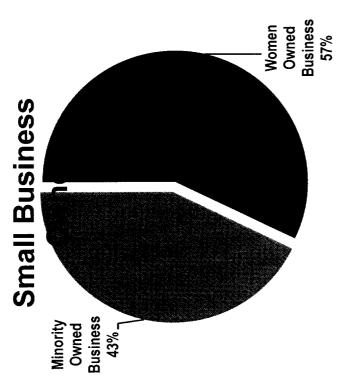






2011 MWBD Council Composition:











EMBD Program Outcomes (2009-2010)



Training/Education

59 workshops = 1,938 entrepreneurs/professionals serviced Evaluations 4.0 or Higher (5 being the highest)

Number of Small Businesses Counseled:

536 entrepreneurs

79% are from priority population (Minority, Women, LMI)

182 of total were materially assisted

First Step FastTrac Programs:

450 total graduates

157 total graduates in operation today.

Entrepreneurial Track

1. Feasibility Plan

Topeka

Greater

CHAMBER & GO TOPEKA

Child Care Track

- **Business Plan**
- (26) KHDE Hours Toward License
- 2. (26) KHDE Hours Toward Lice 3. College Credit (ACCC, HCCC)
- Parent Handbook and Contract

SOTopeka ECONOMIC PARTNERSHIP Entrepreneurial & Minority **Business Development**

technical support , helping arrange assistance, setting up meetings to address issues, developing ((4)"Materially assisted" means assistance, something beyond a phone call, (I.E. one on one solutions to identified issues and problems, etc.)

EMBD Programming Receiving National Exposure:

- Community Development Financial Institution US Treasury Endorsement of the Topeka Shawnee County First Opportunity Fund,L. L. C. (TSCFOF).
- Capital led strategies that specifically serve Low Income Target Markets
- Capitalized to date \$404K
- Portfolio- 4 loans made to LITM entrepreneurs, \$28K
- Institute for Competitive Workforce cited GO Topeka's EMBD as a national model to follow.
- Diverse training/educational components to service entrepreneurs/ professionals.
- Number of entrepreneurs served and evaluated.
- Microloan product TSCFOF.
- FSFT Program



Entrepreneurial & Minority Business Development



EMBD Programming Receiving National Exposure

Advanced Automation Robotics:

Support Existing Businesses (36 in the state of Kansas that use this specific robot) Fall 2011 – (18) students enrolled and after pilot will have maximum enrollment of Washburn Tech - Phase (2) will service the post-secondary option Summer 2012 Sole Merit Certification Site for the State of Kansas by the end of 2012 **GO Topeka's EMBD & MWBD Council** Targeted effort in California Corridor – Highland Park High School Services all (3) USD 501 High Schools First of its kind in the nation (24) in each section. Benefits





