

Joint Economic Development Organization Board Minutes
March 14, 2018

City of Topeka Council Chambers, 214 SE 7th Street, Topeka, Kansas, Wednesday, March 14, 2018

The Joint Economic Development Organization (JEDO) Board members met at 6:30 p.m. with the following voting Board members present: Shawnee County Commissioners Shelly Buhler, Kevin Cook and Bob Archer, City of Topeka Mayor Michelle De La Isla, City Councilmember Michael Padilla, and City Councilmember Michael Lesser. Shawnee County Commissioner Kevin Cook presided as JEDO Chair. The following voting JEDO members were absent: Deputy City Mayor Brendan Jensen.

The following nonvoting JEDO Board members were present: City Councilmembers Sandra Clear, Tony Emerson, and Jeff Coen. The following nonvoting JEDO Board members were absent: City Councilmembers Karen Hiller, Sylvia Ortiz, and Aaron Mays.

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

Jim Crowl, Shawnee County Counselor; Zach Snethen, AIA, LEED AP, HTK Architects, PA; Betty Greiner, Shawnee County Director of Administrative Services; Barbara Stapleton, Director of Workforce and Education for GO Topeka; Jeff White, Principal, Columbia Capital Municipal Advisors (appearing via telephone)

ITEM NO. 3: ACTION ITEM: Approval of Contract (C1-2018) between JEDO (Owner) and Champion Builders (Contractor) for the East Topeka Learning Center Renovation and Addition Project.

Commissioner Cook stated this item is to review the contract between JEDO and Champion Builders for the ETLC project. Before we begin there have been some developments that have occurred in the last 24 hours. There has been a memorandum submitted by Jim Crowl, Shawnee County Counselor, if he could address the changes that have occurred.

Jim Crowl, Shawnee County Counselor stated for several months legal counsel for the City of Topeka and legal counsel for GO Topeka have been working on trying to get the sales tax exemption certificate in place for the project. As they may already know the property is owned by JEDO, and the Board of Tax Appeals (BOTA) has already determined that the property is exempt for property tax purposes. So he thinks the assumption all along was since BOTA determined that JEDO is a municipality and a political subdivision capable of having a property tax exemption that it would be a slam dunk that we could also get a sales tax exemption on this project. Well we missed the slam dunk and it bounced off and the Kansas Department of Revenue (KDOR) has indicated that in their opinion JEDO would not qualify for the sales tax exemption on the project. If we do not have the sales tax exemption on the project it is going to add approximately \$291,000 to the cost of the project.

We have had a series of meetings with KDOR to come up with different permutations of setting up this contract, at one point we thought we would keep the current contract and just add Shawnee County to the contract, because we know that Shawnee County is exempt, we have public projects we construct all the time that are exempt. We had our initial meeting with KDOR about that, the response was basically of course if Shawnee County is involved they would be an exempt entity. Later on today we received a communication that upon further review by KDOR they felt that we should not have JEDO on the same contract. The contract should either be with Shawnee County or the City of Topeka if we are going to have a sales tax exemption on the project. His recommendation as stated in the memorandum is if they want to move forward at

this time on this project JEDO is going to have to make a motion to either have Shawnee County on the contract or the City of Topeka, one of those two entities, in able to move forward and construct the project.

Commissioner Cook asked if we move forward with Shawnee County being on the contract would this be something that Mr. Crowl's office would be able to monitor and do we know whether or not this would be going through the County's Audit Finance Office?

Mr. Crowl replied yes, he has already spoke to Betty Greiner, Shawnee County Director of Administrative Services, on how to set up the payment process and really that is key to KDOR that the payments actually come from an exempt entity. So we would need to set up a process were payments would be made by Shawnee County and then Shawnee County would need to be reimbursed back out of the project budget for those costs. And now let him take off his JEDO Counsel hat and put on his Shawnee County Counselor hat, from Shawnee County's standpoint we are going to want to make sure we have protection in this arrangement for Shawnee County that any amounts that are necessary to be expended on this project will be reimbursed back to Shawnee County, otherwise he wouldn't recommend that Shawnee County enter into this contract.

Commissioner Cook asked in the event that the JEDO Board would approve the contract in the name of Shawnee County, this would be an item that would then come before the Shawnee County Board of Commissioners.

Mr. Crowl responded yes, it would need to be a contract that is then executed by Shawnee County. It will be the same contract, but Shawnee County will be substituted as the owner and we will have to go back to the general contractor and have them have bonds and insurance and any other applicable contract documents in the name of Shawnee County.

Commissioner Cook asked so before we even get to the approval of Champion Builders as the contractor, or how we came to that point, are there any questions regarding this?

Commissioner Archer asked if we have an agreement in place right now that we would get reimbursed for the overages and liabilities, anything that may come about as part of this contract?

Mr. Crowl responded there is no written agreement that has been drafted.

Commissioner Archer stated we just found out about this. Mr. Crowl called him about an hour ago. So he is still trying to process this to be honest. He is trying to think about all the ramifications, the liabilities, what Shawnee County could be committing to. He knows we have had dealings with Champion Builders in the past that haven't gone very well, and so he needs some time to think about this. Would it be possible to defer consideration of this for two weeks?

Commissioner Cook stated he thinks one of the problems we come into doing that, with all due respect, is that we are already on a tight timeline with Washburn committed to having classes begin on January 1, 2019. Under the contract the substantial completion is by the end of November, 2018 already, leaving us less than a 30 day window. And if we delay it another two weeks we are losing that window of opportunity.

Commissioner Archer asked shouldn't we move cautiously?

Commissioner Cook stated maybe the question should be, what is the risk? First what is the risk to JEDO by having it done this way?

Mr. Crowl asked a legal risk? He doesn't think there is any additional legal risk to JEDO. We did confirm with KDOR, we explained to them that ownership of the real estate would continue in the name of JEDO and we wanted to make sure they understood that so if we did go down this road, that we then wouldn't get an opinion reversing once again, the course that we were on. So he doesn't see any risk to JEDO. He sees the risk to Shawnee County if there are disputes and litigation we would want to make sure that Shawnee County is going to be reimbursed for any costs associated with this project.

Commissioner Cook asked that would be item on the motion that JEDO would reimburse Shawnee County for any and all funds expended in the project. And then Shawnee County would then be protected.

Mr. Crowl stated that would be in the motion, and he thinks that would cover it.

Councilman Lesser stated he is trying to wade through this and questions are coming to him. In the process of the way this goes then, would the performance and payments bonds continue to be in JEDO's name?

Mr. Crowl replied he thinks we would need to change those over to Shawnee County to make them consistent with the contract, otherwise if there became issues that would trigger liabilities under those bonds, you could see the bond company saying sorry Shawnee County you don't have the right to complain about this because you are not on the bond. So that would be something that would have to be changed.

Councilman Lesser stated he gets that and he doesn't disagree but the point though along those same lines. If JEDO does continue to be the title holder of the property and in essence he doesn't know if Shawnee County has an insurable interest in the project other than the monies going through them.

Mr. Crowl responded that will be something we will have to sort through with the bond companies. It may be a recommendation that JEDO and Shawnee County both be on the bonds. He thinks the issue would be, go to the bond company and ask what it is going to take to make sure that the project is properly covered.

Councilman Lesser asked if we had actually received the payment and performance bonds for the project or are we still waiting.

Mr. Crowl responded that we do have those bonds.

Mayor De La Isla asked she knows there is concerns with regards to liabilities and challenges with the contract and she is wondering if it would be a safeguard for transparency purposes, that if we make this change and we approve this that it would be added and should there be any disputes in the contract or anything brought up outside of the regular expenses outlined in the contract that it would be brought back to JEDO for discussion.

Mr. Crowl stated he definitely thinks it should be added that certainly any disputes and any additional monies, should be JEDO's final responsibility.

Commissioner Archer stated he thinks what Mayor De La Isla is saying is what if the body disagreed with monies that were requested. What if overages, liabilities, some other claim on the project came back to JEDO, then we would have to review those. It wouldn't automatically be covered. Is that what she is saying?

Mayor De La Isla replied her sentiment is that if there were to be a dispute with regards to, we've established a contract, Commissioner Archer has raised his concerns that they have had dealings in the past with Champions that have not been as smooth, that she wanted to make sure that the public at large was aware that there was an issue and that this body as a whole would work together to negotiate then with that contractor to give Shawnee County some support in that regard.

Commissioner Archer stated that Shawnee County hasn't been involved in selecting the contractor or any of the process at all, is that right?

Mr. Crawl stated only our involvement through JEDO. JEDO authorized HTK, the project architect, to select the bids on the project. It didn't go through the normal process we would go through at Shawnee County.

Commissioner Archer stated so we are being asked to approve a contract between Shawnee County and Champion Builders and would Mr. Crawl give them a little bit of the history of what has occurred in the past.

Mr. Crawl stated he cannot give them the exact years. He thinks the contract started in 2004 or in that area. Shawnee County constructed the North Aquatic Center. Champion Builders was the general contractor on that project, a company named WatersEdge was the architect/engineer. Approximately a month or two into the project, they had a significant rain event that caused silt to get underneath the floor of the main pool structure. The architect/engineer at that point said time out we have got to stop and pull up the section, test it, make sure the subsurface is still in contract specifications because if you get a significant amount of clay or other materials in there you are at risk of the bottom of the pool buckling during freeze/thaw events in the future. So that was what the whole focus was. This pool was designed to have a 30 year life and our engineers were telling us if you don't do this then you run the risk that it is not going to survive that period of time. Of course, Champion felt that the problem or the reason for why this occurred was because the structures that was to be in place to protect the site from inundation were also designed by WatersEdge and they claimed those designs were inadequate and that WatersEdge in essence was at fault for this inundation. So we had a dispute, one over how far to go with pulling out sections of the pool and redoing the subsurface, and then ultimately who is going to be responsible for the costs of that.

Councilman Lesser called a Point of Order. He stated he doesn't know if it is appropriate right now, the contractor is not here. He thinks it is fair enough to say that there has been problems or issues but to dissect the specifics of it, he doesn't know if that is appropriate to do without somebody here to defend their position on it.

Commissioner Cook asked Mr. Crawl for some guidance as the JEDO's Parliamentarian.

Mr. Crawl stated he doesn't know if there is some requirement that the party be here. He thinks the JEDO Chair can rule on that.

Commissioner Archer stated this is all public record.

Mr. Crawl stated he is simply trying to state there was a dispute. Champion made claims against the engineer/architect. Engineer/architect pointed the finger at Champion. There was litigation. At the end of the day, the pool was constructed. We haven't had any issues with the pool to date and it was over a year past schedule by the time those issues were corrected. And that is the balance of basically how that project went.

Commissioner Cook stated in preparation for today's meeting there were some conversations that the Board had with Dean Ferrell. He has been the oversight working with the selection. Did Mr. Ferrell give Mr. Crowl any insight on the selection of Champion as the project contractor?

Mr. Crowl stated this isn't necessarily about Champion but what Mr. Ferrell told him is that he believes this is a very straightforward project and he thought that the subcontractors were reputable, good contractors and they would be the ones doing a lot of the work on the project.

Councilwoman Clear asked Mr. Crowl how did the litigation come out?

Mr. Crowl replied that the litigation came out to where the County released its claim for liquidated damages against Champion. He thinks WatersEdge paid an amount of money to Champion and he thinks some subcontractors might have been paid money from Champion. In litigation with construction, there are multiple parties. He knows the County came out, the way we resolved it was we felt like we required the project to be constructed as designed and our compromise in the situation was to release the liquidated damages for having the project done as scheduled.

Councilman Clear stated she is concerned that we hold that against somebody. Another question she had was, so we would have a contract between the contractor and Shawnee County, and then a contract between JEDO and Shawnee County?

Mr. Crowl responded we would need an agreement from JEDO that Shawnee County is going to be reimbursed for any and all issues related to the project.

Councilwoman Clear asked what could be an issue?

Mr. Crowl responded first and principally that Shawnee County is going to be reimbursed for any payments Shawnee County makes to the contractor in the construction of the project. Worst case scenario if there are problems and there is litigation, then those issues would have occurred with JEDO. All Shawnee County would be asking for is those costs not be borne by Shawnee County because Shawnee County was willing to step in and save the sales tax exemption on the project. So there is any number of issues that could come up. He thinks if we rely on someone like Dean Ferrell who is very experienced, this is a pretty straightforward project. It is not an aquatic center.

Commissioner Cook stated in its simplest form, while there may be risks by having an additional party to the contract, that being Shawnee County, ultimately Shawnee County is acting as a pass-through or a conduit in order to obtain the tax certificate.

Mr. Crowl responded that is the goal. But Shawnee County would be the entity that is the sole entity dealing with it. That is the requirement by the State. He doesn't want to water that down too much and get us in trouble on the exemption.

Councilman Lesser stated he would echo Mr. Crowl's comments too. He also spoke to Dean Ferrell and he told him the exact same thing. This is a straightforward project and he really felt comfortable that he would be able to manage the project and keep it within the specs and the costs. His concern is just making sure that the documents, you have to have an insurable interest, so that needs to be in place. His biggest concern is the payment bond and the performance bond and making sure those are adequately in the right parties' names so in the case that the job does not get finished on time that we are able to make a bond claim.

Mr. Crowl stated that is an open issue at this point.

Commissioner Cook asked if that would need to be added to the motion for tonight's consideration?

Mr. Crawl replied he thinks it would be a good idea to add that.

Commissioner Cook asked that specifically that Shawnee County be secured in bonds?

Mr. Crawl responded that Shawnee County's participation in this project through the contract would be contingent upon Shawnee County being able to obtain the appropriate bonding for the project. Whether that be solely in Shawnee County's name or with Shawnee County and JEDO so that the project is protected, and Shawnee County is protected, and the public is protected. I mean we talk about Shawnee County or JEDO but we are talking about public money, that is the bottom line. We don't want to save \$291,000 and then cost ourselves \$3 million.

Commissioner Cook requested Zack Snethen with HTK Architects could briefly tell the Board the process of selecting the contractor.

Zach Snethen, AIA, LEED AP, HTK Architects, PA stated he will say a couple things about the contract and how it may protect whoever the owner is listed by the contractor required to have the payment bond, performance bond, statutory bond, insurance in the name of the owner, that is in the contract and so whatever the name of the owner is on the contract, Champion will provide the appropriate bonds for that owner. From an insurance standpoint for the property he believes that would lie with the property owner, that is his understanding.

Mr. Crawl stated he would agree with that. He is speaking causality events.

Commissioner Cook stated part of the agenda packet includes the contract with Champion Builders and the outline is several pages long. Did anyone have any questions about the contract itself, the outline, the budget?

Commissioner Buhler stated she would like Mr. Snethen to talk about the selection process.

Mr. Snethen stated the project was sent out for public bid. February 9, 2018 is when it closed he believes and they had nine bidders from Wichita to Topeka and Kansas City, and up into Lincoln, Nebraska who bid. The low bidder as recorded as actually Lloyd Builders out of Ottawa and they had made a mistake in their bid and per statute they are able to retract their bid if they can show a justifiable mistake, so they retracted their bid within the timeframe to do so, making Champion Builders the next lowest bidder. Within the documents that were submitted we did ask for a contractor's qualification statement that listed their past performance, their bonding capabilities, references, he did call a couple of their references. He didn't find anything that said they would be unqualified to do this project.

Commissioner Archer asked if decision made by KDOR can be appealed?

Mr. Crawl responded yes it can be. But that could take several weeks to get a decision from KDOR on that. And one of the open questions he still has is obviously when you do a property tax appeal you get a refund, and the question we have still is if we appeal and we win, do we get a refund for whatever we expend before that point in time. He is not sure that the appeal would give us a refund, we are still looking into that. But we do have an opportunity to appeal. The process would be, we would submit the application through JEDO and then once that is denied we would appeal but he would anticipate that would take, especially at this time of year, it would take quite a long time. But it could be worthwhile to do so for future issues involving JEDO, he's not saying that's not a worthwhile undertaking because we actually do disagree with that determination.

Commissioner Archer stated this is a radical change from what we have already operated under in the past, is that correct?

Mr. Crowl replied this is the first time JEDO has done a construction project, but when you just read the statutes and you look at what JEDO is, it is an interlocal agency that is a subdivision of the City and the County. He doesn't want to throw too much mud at KDOR because we are still waiting the decision on this, but he looks at it like we are a body that is derivative of the City who is exempt and the County who is exempt, we are building a facility for an educational institution which is exempt, everywhere you turn on this project it is exempt, that is why we were surprised and why we are sitting here tonight trying to figure out how to sort through this.

Commissioner Cook asked but by having the contract assigned to Shawnee County that would be a work around for that problem.

Mr. Crowl responded we had a very specific discussion with KDOR on that, explained that JEDO would still be the owner of the property, explained the process we would go through, the funds would be used and was told that would be exempt from sales tax under that scenario. Either the City or the County.

Commissioner Buhler asked Better Greiner how this would work then, often times we have project budgets and then it is set aside separately.

Betty Greiner, Shawnee County Director of Administrative Services stated we would basically act as a pass-through, we would set up an agency fund that would pay this money out and then we would get reimbursed so on the County's end it would be an in and out. It would not affect the County's financials it would be an agency fund in our financial statements and our accounting system. One of her first concerns is that we would have an agreement that we would be reimbursed in a very timely fashion.

Councilman Emerson stated his company has done probably 75 projects with Shawnee County over the last 30 years and they do an excellent job of administering projects and very fair. He appreciates Mr. Crowl looking into this because they could've approved the contract tonight and then found out in a month when we were trying to get an exemption certificate that we couldn't and that would've been huge. He really appreciates the diligence of the County. His question is we are also looking at considering these New Markets Tax Credits (NMTC), will this in any way interfere with that?

Mr. Crowl responded that he sent an email to the NMTC consultant, Mr. Jeff White asking that precise question because that is another issue. Are we going to save \$291,000 and cost ourselves \$1.1 million in the process and his answer was no, not at this time. There will be through structuring the NMTC entities that will have to be structured along with that program, there may be some changes that may need to be made with a number of contracts. But at this time no there is no risk to that program based upon the County being the sole contractor on this contract.

Commissioner Cook moved to amend the proposed contract with Champions Builders, to change the Board of County Commissioners of Shawnee County, Kansas as an owner on the contract and remove JEDO. JEDO shall reimburse Shawnee County timely for all funds expended on the project. Any disputes regarding the project shall come back to JEDO, and Shawnee County's participation in the contract is contingent upon Shawnee County being able to have adequate bonding from the contractor. Mayor De La Isla seconded.

Commissioner Archer stated he is not able to support the motion, for him and his fiduciary duty to Shawnee County, there are just too many unanswered questions and what ifs, so he will be voting no.

Councilman Lesser asked if we pass this item tonight, tomorrow who picks up the phone and calls Champion and asks them to change the bonding. Who is going to be responsible for that?

Mr. Crowl stated he has already spoken to Greg Murray with Champion and asked him about the change and explained why and whether he had any issues working with Shawnee County on this and he said no. Mr. Snethen he believes has also had a conversation with him about the bonding issues and the fact that we are going to need to work on those. The lingering question with that would be will there be any additional fees to Champion for getting bonds reissued and he thinks that would be an appropriate change order for Champion if they had to pay additional money to get the bonds reissued.

Councilman Lesser asked when we do instruct them, how are we going to instruct them as to the names on the bonds?

Mr. Crowl responded that is still a work in progress. We need to talk to the issuer of the bonds and explained what we are attempting to do and why and make sure everyone is protected.

Following a roll call vote, motion carried 5-1, with Commissioner Archer dissenting.

Commissioner Cook asked before we move on, is there anything additional with this item that we need to consider.

Mr. Crowl responded that the memorandum he circulated including an additional recommendation for JEDO to consider.

Commissioner Cook moved to direct GO Topeka to hire Dean Ferrell Consulting, LLC to provide services to GO Topeka on the ETLC project with an anticipated budget for fees in the approximate amount of \$15,000.00.

Mr. Crowl stated as they know Dean Ferrell has already been involved in this project and technically he is under contract with Washburn University to be a consultant. We felt it would be best for everyone's interests' to be protected and Washburn Tech's interest as Lessor and JEDO's interest as owner are the same so our recommendation would be to have Dean Ferrell also act as consultant to the owner on the project and split those fees with Washburn.

Councilman Lesser seconded the motion.

Commissioner Archer asked if Mr. Crowl could explain this again, this is the first time he has seen this. He hates doing business last minute where we are supposed to sit as a body and make decisions where we have had absolutely no pre-work.

Mr. Crowl responded that he was asked to determine the nature of Mr. Ferrell's involvement on the project, he has been speaking with him about it. His involvement to date has been as a consultant on behalf of Washburn University. Now that we are going to have a construction contract the feeling was that it would be a good idea to put him under contract on behalf of the owner as well to provide consultation on the project, principally if there would be any recommended change orders on the project and to oversee and ensure the quality and timeliness of the work.

Commissioner Archer asked why wouldn't the contract with Mr. Ferrell be with Shawnee County?

Mr. Crowl stated under the contract, GO Topeka is still operating as the owner's representative on the project and so Mr. Ferrell would be available to work with and consult with GO Topeka and that is why the motion is for GO Topeka to hire Dean Ferrell as consultant directly for GO Topeka on the project.

Commissioner Archer stated he is just confused, it wouldn't be a contract with Shawnee County since now it is our project.

Mr. Crowl replied we could do it either way. We could do it that way and Shawnee County could seek reimbursement then back for the costs of that project.

Commissioner Cook moved to amend the motion as follows: "Motion to direct GO Topeka to hire Dean Ferrell Consulting, LLC to provide services to Shawnee County on the ETLC project with an anticipated budget for fees in the approximate amount of \$15,000.00."

Commissioner Archer stated that would be better and he thinks the idea to get Mr. Ferrell involved is outstanding, he was just confused on the language and who would be reporting to who.

Councilman Lesser seconded the amendment to the motion. Following a roll call vote, motion carried unanimously (6-0).

ITEM NO. 4: ACTION ITEM: Action to proceed and close on the new markets financing transaction to secure net funding of \$1 million for the East Topeka Learning Center Renovation and Addition Project.

Barbara Stapleton, Director of Workforce and Education for GO Topeka and Jeff White, Principal, Columbia Capital Municipal Advisors (appearing via telephone) presented the item to the Board.

Mr. White stated it is a good news story today as his memorandum indicated. Our project was successful in securing New Markets Tax Credits (NMTC) allocation to allow us to fill the project gap. He would expect that the value of the credits to be, at the end of the closing and the seven year compliance period, to be north of \$1 million. For a quick background the NMTC program has been around for more than 15 years, it has joint bipartisan support by Congress over that period of time. The purpose of the program is to encourage private investment in what the statute indicates as low-income communities. Low-income communities are defined census tract by census tract and is general high poverty, low family incomes or a combination. The process to secure NMTC is relatively complex and is certainly not assured. We were lucky to find a partner who had an allocation of tax credits that they were willing to make available to us for this project which is Raza Development Fund (RDF) out of Phoenix. They are very excited to be our partner in this project and have an excellent reputation in this industry and he thinks they will be a good partner with us.

As the item before them indicates what we are seeking today is their general blessing to move ahead with the financing. Not asking to them to approve final documents, not asking to even formally commit to undertaking this transaction, because all of that will have to be documented over the course of the next couple of months. What we are asking today is for them to say that generally speaking they are in favor of proceeding with a new markets financing in order to make this \$1 million outside contribution a reality and authorize them to proceed and start putting the pieces together to bring the transaction to reality.

Mayor De La Isla made a motion to proceed and close on the new markets financing transaction to secure net funding of \$1 million for the ETLC Renovation and Addition Project. Councilman Padilla seconded.

Following a roll call vote, motion carried unanimously (6-0).

ITEM NO. 6: General Public Comment

The following individuals appeared to speak for general public comment:

1. Carol Marple stated she is very excited about the ETLC. She thinks it is going to be a great plus for us. She also wants to let them know that 49th Street is under construction and she is sure that everybody around it is excited. She wants to take advantage of the fact that they are having this extra meeting to address something that she had said at the last JEDO meeting. She thinks her comments were misunderstood. At the last meeting she stated that she thinks it is time now to remind everybody that we have several smaller communities within our county and that we all pay the half-cent sales tax that funds economic development. These communities deserve services, and they are on a much smaller scale. Is it not time for some programs, classes, satellite offices to be offered to them. 712 Innovations is a small business incubator and our smaller towns are usually made up of small businesses. Her comment was we need to have things closer to the people who live in the rural areas of the county. She will use herself as an example. She lives on Wanamaker Road, it is a 32 mile road trip if she were to go to 712 Innovations for a program. But if that same program or similar program was offered in Auburn, it would be an 8 ½ mile round trip. We also have a lot of outstanding venues in the county where social events could be held and one that comes to mind is Glacier's Edge Winery. We also have areas within the County where individuals are socially and economically disadvantaged. One that comes to mind is some areas of Montara. She stated she would be interested in knowing who are the small businesses that have received incentives and she would like to thank Glenda Washington with GO Topeka for providing her with this information. To her surprise she hadn't realized when it was presented that 44 businesses had received incentives, that we were talking clear back to 2016 to the present, she thought it was 2017 to the present. She took the list that Ms. Washington gave her and would like to share it with all of them. She did the research and of the 45 listed since 2016, only one had an address outside of Topeka and that was Silver Lake. One was also listed twice. She really thinks that the public and JEDO members would like to know about these businesses or how unsuccessful these businesses are. While she was doing her research she found that it was clearly stated that only 1 business had closed out of the 44. She thinks that is amazing, it shows a very positive outcome, she thinks that needs to be stated. She looked at the list and she does business with some of them, she had no clue, she will try to do business with more of them.

Councilman Padilla moved to extend Ms. Marple's time by two minutes. Mayor De La Isla seconded. Following a vote, motion passed unanimously (6-0).

Ms. Marple stated this is a great list but she thinks it would benefit everybody if we could see a short description of these companies, did they meet their requirements for their incentives, and she believes this should apply to just about every area in GO Topeka because we all need to see how are sales tax money is being spent. We are talking \$5 million a year. We know there is going to be good and there is going to be failures. Nothing is 100% all the time. A lot of our smaller towns have community centers or libraries where events could be held and she thinks this could be considered.

NO FURTHER BUSINESS appearing the meeting was adjourned at 7:26 p.m.