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JEDO Board Meeting  
September 11, 2019  
6:00 P.M.

*City Council Chambers*  
214 SE 8<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Topeka, Kansas

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**JEDO Board Members**

Shawnee County Commissioners

Bill Riphahn District No. 1  
Kevin Cook District No. 2  
Bob Archer District No. 3

City of Topeka Governing Body

Michelle De La Isla Mayor  
Karen Hiller District No. 1  
Sandra Clear District No. 2  
Sylvia Ortiz District No. 3  
Tony Emerson District No. 4  
Mike Padilla District No. 5  
Brendan Jensen District No. 6  
Aaron Mays District No. 7  
Jeff Coen District No. 8  
Mike Lesser District No. 9

**JEDO Board Voting Members**

Shawnee County Commissioners

Commissioner Bill Riphahn  
Commissioner Kevin Cook  
Commissioner Bob Archer

City of Topeka Governing Body

Michelle De La Isla, Chair  
Deputy Mayor Sandra Clear  
Councilmember Tony Emerson  
Councilmember Mike Lesser

Public Comment. Comment from members of the public shall be entertained on each actionable agenda item and at the end of each meeting. Comment shall be limited to topics directly relevant to JEDO business. Members of the public wishing to speak must notify the City Clerk before 5 p.m. on the date of the meeting at [cclerk@topeka.org](mailto:cclerk@topeka.org) or 785-368-3940 or 368-3941. This requirement shall not apply to items added during the meeting.

Members of the public shall be limited to four minutes unless the Board, by majority vote, extends the limitation. Debate, question/answer dialogue or discussion with Board members will not count towards the four minute time limitation. To make arrangements for special accommodations, please call 785-368-3940 or 368-3941. A 48-hour advance notice is preferred.



# JEDO BOARD OF DIRECTORS AGENDA

September 11, 2019

6:00 p.m. - City Council Chambers

214 SE 8<sup>th</sup> Street, 2<sup>nd</sup> Floor, Topeka, Kansas

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. ACTION ITEMS:**

- A. APPROVAL of May 8, 2019 JEDO Board Meeting Minutes
- B. APPROVAL of JEDO 2018 Independent Auditor's Report
- C. APPROVAL of Project Purple Incentive Agreement
- D. APPROVAL of Project Lightning Incentive Funding
- E. APPROVAL of Project Cay Incentive Funding
- F. APPROVAL of reallocation of Mars incentive funds originally allocated for construction of a fire house and authorizing JEDO Chair to execute amendment to original agreement dated July 27, 2011 (*Deferred from the May 8, 2019 JEDO Board Meeting*)

**4. NON-ACTION ITEMS:**

- A. GO Topeka Quarterly Report
- B. Broadband Project Update
- C. DISCUSSION on GO Topeka Contract
- D. DISCUSSION on KOMA/KORA considerations for JEDO and GO Topeka

**5. PUBLIC COMMENT**

**6. REMINDER: 2019 JEDO Board Meeting Dates per the JEDO Operational Rules:**

- Wednesday – December 11, 2019

**7. ADJOURNMENT**

**Public Comment Policy:** Comment from members of the public shall be entertained on each actionable agenda item and at the end of each meeting. Comment shall be limited to topics relevant to JEDO business. Members of the public wishing to speak must notify the City Clerk before 5:00 p.m. on the date of the meeting via email at [cclerk@topeka.org](mailto:cclerk@topeka.org) or call 785-368-3940. This requirement shall not apply to items added during the meeting. Members of the public will be given four (4) minutes to speak and must maintain proper decorum relating to public meetings.

**Agenda:** Agendas are furnished at least five (5) business days prior to each meeting and posted on the City of Topeka web page at [www.topeka.org/JEDO](http://www.topeka.org/JEDO) and the Shawnee County web page at [www.snco.us/jedo](http://www.snco.us/jedo). To make arrangements for special accommodations please call 785-368-3940 or 785-368-3941. A 48-hour advance notice is preferred.



## **Agenda Item No. 3A**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

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**May 8, 2019  
JEDO Board Meeting Minutes**

**Joint Economic Development Organization Board Minutes  
May 8, 2019**

City Council Chambers, 214 SE 8th Street, Topeka, Kansas, Wednesday, May 8, 2019.

The Joint Economic Development Organization (JEDO) Board Members met at 6:00 p.m. with the following voting Board Members present: Councilmembers Tony Emerson, Jeff Coen (proxy for Deputy Mayor Sandra Clear) and Michael Lesser and Shawnee County Commissioners Bill Riphahn, Kevin Cook and Bob Archer -6. City of Topeka Mayor Michelle De La Isla presided -1. Absent: Deputy Mayor Clear -1.

Nonvoting Board Members Present: Councilmembers Ortiz, Padilla, Jensen and Mays. Absent: Councilmember Hiller.

**APPROVAL of Minutes from the meeting of February 13, 2019, and Special Meeting of March 27, 2019, was presented.**

Councilmember Lesser moved to approve the Minutes of February 13, 2019 and March 27, 2019. The motion seconded by Councilmember Emerson carried unanimously. (7-0-0)

**APPROVAL of Project Blueberry Incentive Agreement was presented.**

Molly Howey, GO Topeka Senior Vice President of Economic Development, reported Project Blueberry was an existing company already invested in the community and stated the incentive agreement includes the company contemplating an approximate \$30 million investment to improve its facility in Shawnee County. She stated GO Topeka would be willing to assist and promote the company by offering up to \$66,000 in investment incentives.

Brett Spangler, Mars Facility Site Director, thanked the JEDO Board for their support. He stated the incentive agreement will be a continuation of the Mars expansion in partnership with the community.

Commissioner Archer moved to approve the Project Blueberry Incentive Agreement. The motion seconded by Councilmember Lesser carried unanimously. (7-0-0)

**APPROVAL of Project Purple Funding was presented.**

Molly Howey, GO Topeka Senior Vice President of Economic Development, reported Project Purple was an existing company in Shawnee County seeking to expand, with an expected addition of 220 new full-time positions, averaging an annual salary of \$52,000 plus benefits. She highlighted the proposed incentives below with a capital investment of \$9 million.

\$5,500 per job x 220 new jobs = \$1,210,000  
\$8,000 per million (real property) = \$56,000  
\$2,000 per million (equipment) = \$4,000  
\$1,000 per new employee for training x 220 new employees = \$220,000

JEDO Board Minutes  
05-08-2019 (DRAFT)

TOTAL PROPOSED INCENTIVE = \$1,490,000

Councilmember Lesser moved to approve Project Purple Funding. The motion seconded by Councilmember Emerson carried unanimously. (7-0-0)

**APPROVAL of the reallocation of Mars incentive funds originally allocated for construction of a fire station and authorizing JEDO Chair to execute amendment to original agreement dated July 27, 2011, was presented.**

Molly Howey, GO Topeka Senior Vice President of Economic Development, reported the original incentive agreement dated July 27, 2011, included a commitment from Mars to allocate funds to a Kanza Fire Improvement account equal to 10% of the annual tax abatement; however, since late 2017, through many discussions with GO Topeka, JEDO and community stakeholders, the funds and development within the Kanza Fire Park have shifted. She stated Mars in partnership with GO Topeka, have developed a recommendation to reallocate a large portion of incentive dollars to drive a positive impact on workforce development, community engagement and quality of life for our associates, industry partners and the entire Topeka community.

Brett Spangler, Mars Facility Site Director, reported Mars was proposing an allocation of funds to be distributed between the following areas:

- City of Topeka for support of future Kanza Fire Service Development
- Workforce Development with STEM focusing support in technical colleges and/or high schools
- Community Improvement including continued downtown development

Mayor De La Isla and Councilmember Jensen thanked Mars for continuing to expand, support and continue their commitment to the community.

Commissioner Archer asked how much funding will be allocated and what programs would be funded. He expressed the importance of transparency of the funding allocations.

Commissioner Cook expressed concern with the JEDO Board directing Mars on how to spend their own funds.

Brett Spangler reported Mars was seeking guidance on preferred funding allocations by the JEDO Board as they continue to consider specific amounts with the largest amount being dedicated to workforce development. He stated funding allocations would be finalized once the JEDO Board has provided input and granted approval to move forward.

Councilmember Ortiz expressed concern with the commitment made by Mars in the 2011 Incentive Agreement. She stated she would prefer a thorough discussion regarding the need for a fire station in the Kanza Industrial Park before determining where the funds should be allocated. She questioned how Mars was using the STEM program and retaining people in the Topeka community.

Councilmember Emerson thanked Mars for their continued work in the community. He asked if GO Topeka handles the property tax abatement funds for Mars, and if they have any issues with how Mars would like to allocate the funds in the local community. He stated he concurs with Commissioner Archer in regards to transparency of funding allocations.

Councilmember Jensen encouraged the JEDO Board to approve the reallocation of Mars incentive funds as the intent was to reinvest in the local community. He stated Mars would research and provide the details of the amounts and programs they are willing to support once the allocation has been approved by the JEDO Board.

Commissioner Cook expressed concern with the lack of fire protection in the area and asked if the City was agreeable with not constructing a fire station in the area.

Brent Trout, City Manager, reported the 2016 Topeka Fire Department Station Analysis, approved by the Governing Body, included designating an area for a new fire station in the northwest corner of the city; however, it would be at least five years before the City would construct the next fire station. He stated a mutual aid agreement has been secured between the City and the U.S. National Guard to provide fire protection in the area.

Mayor De La Isla clarified Fire Station No. 13 has not been approved and it will be at least five years before Fire Station No. 14 would be built. She noted the City continues to work with Mars in regards to an efficient planning and funding mechanism for a new fire station in the area.

Brent Trout reported City staff would provide a presentation to the Governing Body at the May 21, 2019, meeting relating to the newly proposed Topeka Fire Department Station Analysis.

Councilmember Ortiz expressed concern with the City's stance on not needing a fire station in the area and stated she believes there was still a need.

Commissioner Cook stated he views Mars as a community partner; however, he expressed concern with the lack of transparency on the allocation of funds.

Commissioner Cook moved to defer action on the item until the next JEDO Board meeting (September 11, 2019) with the intent that the City would take formal action on whether a fire station was needed in the area. The motion was seconded by Councilmember Emerson.

Councilmember Jensen suggested a friendly amendment to include the statement, "If the Governing Body determines there was not an immediate need for a fire station in the area, Mars can continue to move forward with determining the amount of funding and what programs to allocate those funds."

Commissioner Cook declined the friendly amendment. He stated he believes research should be conducted to take the necessary steps to ensure transparency before the JEDO Board makes a determination.

Councilmember Jensen expressed his disappointment in delaying the decision.

Councilmember Emerson questioned if Mars had a deadline for the allocation of funds.

Brett Spangler stated Mars needs approval from the JEDO Board to move forward with committing resources to structure the reallocation.

Councilmember Lesser thanked Mars for their partnership with the community and expressed his disappointment in the JEDO Board for not making a decision to allow Mars to move forward with their commitment to grow, invest and thrive in the community.

Mayor De La Isla stated she believes more discussions should be held concerning program types and corresponding funding allocations.

The motion to defer action on the item until the next JEDO Board meeting (September 11, 2019) with the intent the City would take formal action on whether a fire station was needed in the area carried unanimously. (7-0-0)

**APPROVAL of 2018 GO Topeka Audit was presented.**

Morgan Padgett, Berberich Trahan & Co, P.A. Audit Director, summarized the Growth Organization (GO) of Topeka/Shawnee County, Inc., and Subsidiary Consolidated Statement of Financial Position as of December 31, 2018. She reviewed the footnotes for accounting policies, consolidation and accounting pronouncement which applies to non-profit organizations. She reported the \$5,098,648 was restricted cash in escrow which would be held specifically for the East Topeka Learning Center (ETLC) Project. She highlighted the following:

- Auditor’s Opinion
- Statement of Activities
- Functional Expenses, Cash Flows, Net Losses and Additional Expenses

Councilmembers Emerson and Ortiz asked for clarification on page 14, “Note 15 Incentives” regarding escrow funds. Note 15 Incentives reads as follows:

Improvements and training incentive liability includes the following at December 31, 2018:	
Funded and held in escrow (see Note 8)	\$1,701,636
Less board designated employment incentive held in escrow	<u>(144,000)</u>
Balance, December 31	\$1,557,636

Morgan Padgett stated GO Topeka sets aside money for Mars as they earn it then it was dispersed. She reported Note 8 of the 2018 GO Topeka Audit on page 11 states “Restricted Cash and Funds” which represents amounts held in an escrow account for specific purposes. She noted the escrow account was maintained for certain property improvements, training and employment incentives.

Commissioner Archer asked if there would be an “umbrella report” conducted for the Greater Topeka Partnership (GTP) in the near future.

Morgan Padgett stated staff continues to work on a report to be presented to the JEDO Board in the future.

Commissioner Archer moved to approve the 2018 GO Topeka Audit. The motion seconded by Councilmember Emerson carried unanimously. (7-0-0)

**DISCUSSION with POSSIBLE ACTION for Community Broadband Task Force was presented.**

Gina Milsap, Topeka-Shawnee County Public Library Chief Executive Officer (CEO), referenced a report she provided at the December 12, 2018, JEDO Board meeting. She stated the taskforce has changed direction since that time, based on information provided by telecommunication providers looking for a more streamlined approach to broadband work in the community. She reported an assistance program was developed with input from City and County employees who were very helpful with information needed to develop the recommendations. She gave a brief update on digital inclusion which the Library would facilitate and create teams to include community partners and school districts with outreach efforts geared towards low-to-moderate income households. She commented on the Executive Summary included in the packet outlining the recommendations needed to move forward with the project to establish policies and procedures for the City and County as well as an online development guide.

Chris Campbell, Tilson Technologies, gave a brief summary of improving broadband services within the community and deploying network services. He recommended the following project goals:

1. Make available a minimum of 25/3 Mbps service to virtually all premises within Shawnee County, rural and urban alike.
2. Ensure that every household has access to a minimum of 25/3 Mbps service especially households with school-aged children.
3. Spur introduction gigabit services Topeka and Shawnee County.

Mr. Campbell continued discussion on current City and County requirements for franchises and master license agreements, Right-Of-Way permits, contractor licenses and zoning requirements (applying to wireless facilities). He listed the recommendations below by the Broadband Task Force and suggested the next steps for the City and County would be to amend or clarify policies as well as publish development guide and notice of generally available assistance. He encouraged the JEDO Board to refer the recommendations of implementation to the City and County for action. The recommendations were as follows:

1. Establish a broadband development single point of contact (broadband project coordinator to oversee projects that seek the placement of additional infrastructure)
2. Streamline the permit process in Topeka (enter a more comprehensive development agreement upfront that is typical for past franchises and master licenses)
3. Clarify allowed construction methods for underground construction (directional boring should be more clearly identified as a typically permitted construction method in urban neighborhoods)



4. Clarify City and County franchise/master license requirements (City and County adopt and publish policies that internet service providers who qualify for either a state video franchise or within the City a municipal franchise as a local exchange carrier (local phone company) will not be subject to compensation requirements from the city/county beyond any applicable gross revenue tax that the city/county require on their video or local exchange services)
5. Provide more options for small wireless facilities (County adopt a section in zoning ordinance specific to small wireless facilities and establish application and fee requirements and framework for review and processing).

Councilmember Jensen stated the focus has shifted from the beginning stages and now the recommendations being presented are based on what broadband providers have requested. He invited representatives from ALLO Communications to speak to the recommendations and noted the recommendations support better connectivity and coverage in the county as well as reduces fees in the city.

Dave Miller and James Dobesh, ALLO Communications, spoke in support of the partnerships and commitment from the community.

Lazone Grays referenced an email he sent to the JEDO Board on May 8, 2019, regarding digital inclusion and commented on workforce broadband bringing services to areas that need it most. He expressed concern with how the focus has changed from the beginning and funds were used to conduct the study and not target certain areas for better accessibility. He listed how other cities have taken the necessary steps for digital inclusion.

Commissioner Cook questioned if the City of Topeka has franchise restrictions. He reported Shawnee County has restrictions for expanding broadband services and asked if there was any feedback from providers whether they encountered issues with Shawnee County.

Chris Campbell reported urban areas typically have more requirements with the most important relating to applicable zoning requirements. He stated the County needs clarity on what regulations to apply to small wireless facilities which are an important low cost tool. He noted providers have expressed concern with the need to expand coverage in the County and “filling in gaps” to deploy services.

Gina Milsap reported a major issue relates to expending public dollars outside city limits for better coverage. She stated the Broadband Task Force was hopeful that broadband development would expand beyond the 3-mile Extra Territorial Jurisdiction (ETJ) of the City.

Councilmember Jensen stated in order to deploy wireless internet services in the county, broadband infrastructure must work simultaneously through the willingness of the City and County collaborating to conduct an efficient process for internet providers and work with the private sector to build needed infrastructure. He expressed the importance of investing public dollars to ensure deployment of services will be cost effective.

Commissioner Archer expressed concern with the lack of information regarding the coordinator position and if the coordinator would be serving as principal point of contact for companies and managing City and County resources. He referenced the report in regards to the use of private funds and asked why there was now a need to also contribute public funds.

Mayor De La Isla stated she believes the coordinator position would work in collaboration with GO Topeka without the ability to make regulations; however, would ensure regulations are met and the process was efficient.

Gina Milsap agreed there should be a single point of contact between the City and County. She noted the initial report was a model and the vision had to be reconfigured on a smaller scale so that public monies would not be used.

Commissioner Cook stated he believes the county has market-based issues and the costs to expand are too expensive. He also stated it seems to be a regulatory problem in the city.

Mayor De La Isla requested the City and County appoint individuals to review the Tilson Report in detail and report back to the JEDO Board on the responsibilities of each entity.

Gina Milsap encouraged the City and County to review the Tilson Report recommendations in detail for approval.

Councilmember Jensen stated he concurs with Mayor De La Isla and believes the City and County should appoint individuals to review the recommendations and come back before the JEDO Board for approval.

Commissioner Archer moved to assign a City of Topeka staff person and a Shawnee County staff person to review the Tilson Report and refer their recommendations to the JEDO Board at the September 11, 2019 meeting. The motion seconded by Councilmember Emerson carried unanimously. (7-0-0)

## **PRESENTATIONS**

### **GO Topeka First Quarter Report was presented.**

Molly Howey, GO Topeka Senior Vice President of Economic Development, highlighted the following:

- New Business Attraction
- Retention and Expansion
- Quality of Place Process
- Workforce Development and Talent.

Mayor De La Isla congratulated Molly Howey on being selected for the nationwide “40 under 40” award by Development Counsellors International and Jorgenson Consulting.

Glenda Washington, GO Topeka Senior Vice President of Entrepreneurial & Minority Business Development (EBMD), reported they are working on proposing East Topeka as a new business district and looking at finding the gaps in what businesses are needed that would fit and thrive in the area. She commented on a possible beautification grant for SE California Avenue and a grant program for food and security funds through the AARP. She highlighted the following:

- Small Business Initiatives
- Fasttrac New Venture and TSC3 Pledge Campaign
- THA Empowerment and Procurement Technical Assistance Center (PTAC)

Councilmember Emerson asked for more information about the SE California Avenue beautification grant.

Glenda Washington stated the project would start at I-70 and SE California Avenue; however, the amount of grant funding received would determine the distance covered on the roadway.

John Keddy, IAB Taskforce Chair, commented on the Entrepreneurial Ecosystem and stated Topeka has the opportunity to do some exciting innovative things with community engagement and involvement. He listed three ways to attract talent to Topeka from the state, region and world:

1. Provide an Innovator Working Space.
2. Promote and implement positive and productive relationships with universities, government entities and corporations.
3. Compete with other communities across the nation actively working on being innovative.

Katrin Holzhaus, GO Topeka Senior Vice President of Innovation, stated they have focused efforts on developing a plan for an Innovation Campus Concept to include:

- True community involvement for maximum impact
- Educational components
- Easy access and room for expansion
- A combination of wet lab/office space
- Strong anchor tenants
- High growth companies and startups; and
- Offer world class accelerator programming.

Ms. Holzhaus also reported that the Momentum 2022 Entrepreneurship Workgroup has formed five (5) committees to provide real-time support to an existing community of innovators and meet on a monthly basis. She invited everyone to attend the next meeting on June 6, 2019.

Councilmember Emerson expressed concern with the lack of urgency for innovative opportunities in the community and asked if there were any steps being taken to entice companies to move to Topeka.

Katrin Holzhaus reported staff continues to work diligently on a proposal to present before the JEDO Board later this year that would encompass facilities and a programming package that makes sense for the community as well as office space in the downtown area. She noted there continues to be an urgent need for lab space in this region.

Matt Pivarnik, GO Topeka President and CEO, noted staff understands the sense of urgency to move quickly on innovative opportunities; however, a process should be determined by GO Topeka and costs ascertained for this new type of economic development.

Councilmember Jensen spoke in support of the new economic development opportunities; however, the costs associated with innovative space can be high. He expressed concern with the lack of public funds available and questioned if there were private funds available to help expedite these new opportunities.

Katrin Holzhaus stated conversations would continue with a company based in China to develop their building requirements and establish a concept.

Lindsay Lebahn, Forge Executive Director, summarized the 2018 events sponsored by FORGE including the partnership with the Topeka Youth Commission, Washburn Internship and the new Topeka flag design.

Diann Faflick, GO Topeka Together Topeka Executive Director, gave an update on the process to grow the network allowing them to build capacity by identifying individuals and organizations that support the goals of aligning the talent pipeline in Topeka and Shawnee County. She stated they are restructuring to refocus and concentrate on putting a plan into action by July 1, 2019.

## **PUBLIC COMMENT**

Kurt Kuta, GO Topeka Chair, thanked the JEDO Board for being flexible with projects and special meetings; Brett Spangler, Mars Facility Site Director, for his presentation; GO Topeka staff for being committed to the community and conducting engaging and energizing strategic planning sessions.

Dan Foltz, GO Topeka Chair-Elect, invited the JEDO Board to retool how they think about innovation and economic development and encouraged communication and collaboration.

Lazone Grays commented on the Digital Equity Act of 2019. He stated the Act will strengthen digital inclusion efforts around the nation by authorizing more than \$1 billion in Federal grant funding over the next five years. He encouraged the JEDO Board to apply for the grant funding and review how the broadband initiatives could assist with digital inclusion.

Councilmember Ortiz announced Coffee with Topeka Police Chief Cochran would be held May 9, 2019, from 6:00 p.m. to 7:30 p.m. at Tacos Del Sol located at 2124 SE 6<sup>th</sup> Avenue.

Mayor De La Isla thanked everyone for their efforts in partnering with the community to make Topeka a better place to live, work and play.

No further business appearing the meeting was adjourned 8:52 p.m.

DRAFT



## **Agenda Item No. 3B**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

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**Approval of JEDO 2018  
Independent Auditor's Report**

**JOINT ECONOMIC DEVELOPMENT ORGANIZATION  
SHAWNEE COUNTY, KANSAS**

Basic Financial Statements  
Together With  
Independent Auditor's Report

December 31, 2018

**JOINT ECONOMIC DEVELOPMENT ORGANIZATION**

**Financial Statements**

December 31, 2018

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## Independent Auditor's Report

To the Board of Directors  
Joint Economic Development Organization  
Shawnee County, Kansas

We have audited the accompanying financial statements of the governmental activities and major fund of the Joint Economic Development Organization as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the Organization's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the Joint Economic Development Organization, as of December 31, 2018, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

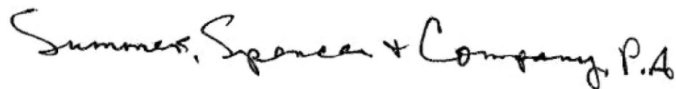
## **Other Matters**

### *Required Supplementary Information*

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

## **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated July 31, 2019 on our consideration of the Joint Economic Development Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Joint Economic Development Organization's internal control over financial reporting and compliance.



Summers, Spencer & Company, P.A.  
Topeka, Kansas

July 31, 2019

**JOINT ECONOMIC DEVELOPMENT ORGANIZATION**  
**Governmental Fund Balance Sheet and Statement of Net Position**

**December 31, 2018**

	General Fund	Adjustments	Statement of Net Position
<b>Assets</b>			
Cash and cash equivalents	\$ 618,311	\$ -	\$ 618,311
Receivables			
City of Topeka	2,331,609	-	2,331,609
Shawnee County	1,375,309	-	1,375,309
<i>Total assets</i>	\$ 4,325,229	-	4,325,229
<b>Liabilities and Fund Balance/Net Position</b>			
<b>Liabilities</b>			
Accounts payable			
City of Topeka	\$ 1,475,887	-	1,475,887
Shawnee County	1,598,878	-	1,598,878
<i>Total liabilities</i>	3,074,765	-	3,074,765
<b>Fund balance</b>			
Restricted	1,250,464	-	-
<i>Total fund balance</i>	1,250,464	-	-
<i>Total liabilities and fund balance</i>	\$ 4,325,229		
<b>Net position</b>			
Restricted		-	1,250,464
<i>Total net position</i>		\$ -	\$ 1,250,464

*The accompanying notes are an integral part of the financial statements.*

**JOINT ECONOMIC DEVELOPMENT ORGANIZATION**  
**Governmental Fund Revenues, Expenditures and Changes in Fund Balance and**  
**Statement of Activities**

**For the Year Ended December 31, 2018**

	General Fund	Adjustments	Statement of Activities
Revenue			
Sales tax			
City of Topeka	\$ 9,188,267	\$ -	\$ 9,188,267
Shawnee County	7,844,889	-	7,844,889
Return of funds	4,543,500	-	4,543,500
Interest income	20,795	-	20,795
<i>Total revenue</i>	21,597,451	-	21,597,451
Expenses			
Economic development			
Go Topeka	5,000,000	-	5,000,000
City of Topeka	5,773,554	-	5,773,554
Shawnee County	6,254,683	-	6,254,683
East Topeka Learning Center	4,543,500	-	4,543,500
Professional services and other	25,952	-	25,952
Transfer of property held for development	-	423,509	423,509
<i>Total expenses</i>	21,597,688	423,509	22,021,197
Change in net position	(237)	(423,509)	(423,746)
Net position, beginning of year	1,250,701	423,509	1,674,210
Net position, end of year	\$ 1,250,464	\$ -	\$ 1,250,464
Reconciliation of the Governmental Fund Revenues Expenditures and changes in fund balance to the statement of activities:			
Change in fund balance - governmental fund			\$ (237)
Expenditures that do not provide current financial resources are not reported in the governmental funds			
Transferred property held for development			(423,509)
Change in net position - statement of activities			\$ (423,746)

**JOINT ECONOMIC DEVELOPMENT ORGANIZATION  
Notes To The Basic Financial Statements**

**December 31, 2018**

**Note 1- Reporting Entity and Summary of Significant Accounting Policies**

**Reporting Entity**

The Joint Economic Development Organization (JEDO) is a separate legal entity created by an interlocal agreement, as amended and revised (the agreement) between the City of Topeka, Kansas (the City) and Shawnee County, Kansas (the County). JEDO Board of Directors consists of thirteen (13) members. Voting members include the three (3) County Commissioners, the City Mayor, Deputy Mayor and two City Council members. Nonvoting members include the remaining six (6) City Council members.

On August 3, 2004, County voters passed a countywide one-half percent sales tax to finance economic development and countywide infrastructure development. The State of Kansas collects the sales tax and remits the respective taxes to the City and County who in turn remit the sales tax to JEDO.

On November 4, 2014, County voters renewed the countywide one-half percent sales tax for an additional 15 years commencing January 1, 2017 and expiring December 31, 2031.

On April 19, 2016, the City and County entered into a new interlocal agreement that rescinds the previous agreements and amendments upon the full distribution of the sales tax receipts and commitments from the sales tax expiring December 31, 2016.

Beginning January 1, 2017 and continuing each year through December 31, 2031, JEDO shall dedicate \$5,000,000 annually for the purpose of supporting economic development priorities established by the JEDO Board. JEDO shall ensure that not less than 10% of the \$5,000,000 will be targeted to support economic development for socially and economically disadvantaged individuals and/or business enterprises. The remaining funds shall then be distributed to the City (48%) and to the County (52%) for purposes of completing the infrastructure improvements and quality of life projects as set forth in the November 4, 2014 ballot language. In the event the sales tax proceeds are not sufficient to fund all of the improvements and projects, JEDO may alter the distribution formula, or reduce the amount of funds allocated for any particular improvement or project.

Under the agreement, upon the later of the expiration or termination of the sales tax and the completion of and payment for the economic development priorities and the infrastructure improvements and quality of life projects, JEDO shall inform the City and County of any excess funds remaining. Any excess funds will be distributed to the City and County in the proportional rates as provided by KSA 12-192(a).

JEDO is a stand-alone government and is not legally required to adopt a budget for the General Fund. There are no component units related to JEDO that should be accounted for in JEDO's basic financial statements in accordance with Governmental Accounting Standards Board Statements.

**Note 2 - Significant Accounting Policies**

The accounting policies of JEDO conform to accounting principles generally accepted in the United States of America as applicable to governmental entities.

**Government-wide and Fund Financial Statements**

*Government-wide Financial Statements*

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the governmental activities of JEDO.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Due to the nature of the funding sources, there are no program revenues and grants and contributions.

**JOINT ECONOMIC DEVELOPMENT ORGANIZATION  
Notes To The Basic Financial Statements**

**December 31, 2018**

Sales taxes contributed and unrestricted investment earnings not properly included among program revenues are reported instead as general revenues.

*Fund Financial Statements*

The accounting system is organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

JEDO has one fund for financial statement presentation purposes, the General Fund.

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

*Government-wide Financial Statements*

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

*Fund Financial Statements*

Governmental fund financial statements are reported using the current financial resources measurement and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. JEDO considers retail sales taxes available and susceptible to accrual if they are received within 90 days after year-end.

**Countywide Sales Taxes**

The one-half percent county-wide sales tax took effect January 1, 2005, and was set to expire on December 31, 2016. The sales tax was extended an additional 15 years commencing January 1, 2017 and is set to expire on December 31, 2031.

**Assets, Liabilities and Net Position or Fund Balance**

Cash and Cash Equivalents – cash in demand accounts at financial institutions and short-term, highly liquid investments that are readily convertible in known amounts of cash. Interest bearing deposit accounts are reported at cost plus accrued interest.

Accounts Receivable - Retail sales tax collected by the City and County to be remitted to JEDO that have been received within 90 days after year-end.

**Net Position/Fund Balance Classifications**

Net Position – In the government-wide financial statements, equity is classified as restricted – net position that consists of assets restricted for the sole use of JEDO in accordance with the November 4, 2014 ballot language.

Fund Balance – As prescribed by GASB Statement No. 54, governmental funds report fund balance in classifications based primarily on the extent to which JEDO is bound to honor constraints on the specific purposes for which amounts in the funds can be spent. As of December 31, 2018, the fund balance of the general fund is restricted.

**JOINT ECONOMIC DEVELOPMENT ORGANIZATION  
Notes To The Basic Financial Statements**

**December 31, 2018**

**Note 2 - Deposits and Cash Equivalents**

Cash and cash equivalents consisted of the following at December 31, 2018:

Demand deposits	\$ 1,000
Repurchase agreements	<u>617,311</u>
Total cash and cash equivalents	<u>\$ 618,311</u>

K.S.A. 9-1401 establishes the depositories which may be used by JEDO. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. JEDO has no other policies that would further limit interest rate risk.

K.S.A. 12-1675 limits JEDO's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool (KMIP). JEDO has no investment policy that would further limit its investment choices.

*Concentration of credit risk.* State statutes place no limit on the amount JEDO may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405.

*Custodial credit risk – deposits.* Custodial credit risk is the risk that in the event of a bank failure, JEDO's deposits may not be returned to it. State statutes require JEDO's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka. All deposits were legally secured at December 31, 2018.

**Note 3 - Economic Development Program**

JEDO has entered into an agreement with the Growth Organization of Topeka/Shawnee County, Inc., (GO Topeka), a non-profit Kansas Corporation to provide services in support of JEDO economic development program (the program) designed to expand employment, strengthen the tax base and diversify and strengthen the City and County economy. Under the agreement, JEDO will annually provide Go Topeka \$5,000,000 to carry out the program. Upon written notification, either party may terminate the agreement. Should the agreement be terminated, any cash or real property under the program shall revert back to JEDO. On May 10, 2017, the agreement was again amended to extend the terms through December 31, 2020.

**Note 4 – Joint Education Agreement**

In February 2017, JEDO acquired the Menninger Army Reserve property through assignment from GO Topeka. The acquisition of the property is part of an initiative to expand the educational services and programs within the Topeka area by establishing the East Topeka Learning Center (ETLC). In July 2017, JEDO entered into a Joint Education Agreement with GO Topeka and the Washburn Institute of Technology through Washburn University (Washburn) to provide education services and other programs at the ETLC. The ETLC proposed budget also includes environmental remediation, demolition costs, rehabilitation costs, and partnership funds for a total of \$6.5 million. This property was transferred to ETLC in June 2018 and the agreement was terminated.

**JOINT ECONOMIC DEVELOPMENT ORGANIZATION  
Notes To The Basic Financial Statements**

**December 31, 2018**

**Note 5 – New Markets Tax Credits**

In June 2018, JEDO participated in a New Markets Tax Credits (NMTC) financing for the benefit of ETLC. JEDO conveyed the Menninger Army Reserve property to ETLC, which is a non-profit affiliate of GO Topeka specifically created to own and cause the operation of the facility in support of GO Topeka's mission for the property. JEDO also agreed to serve as leverage lender for the NMTC financing.

The NMTC program permits investors in qualified projects in certain low-income communities to claim federal tax credits for making Qualified Equity Investments (QEI) in a designated Community Development Entity (CDE). The CDE must use substantially all of the proceeds to make Qualified Low-Income Community Investments (QLICs). The tax credits are claimed over a seven-year period and equate to 39% of the QEI.

GO Topeka created the GO Topeka ETLC Support Corporation, a Kansas nonprofit corporation, (the Corporation), as a supporting organization to own and operate ETLC. JEDO, along with GO Topeka and Washburn, terminated the Joint Educational Agreement discussed in Note 4. The Corporation then entered into a ten-year contract for services with Washburn to provide educational programming at ETLC in exchange for \$1.5 million in operating subsidy payments to be paid over the first two years of ETLC's operations.

As described in Note 3, JEDO has contracted with GO Topeka to provide services in support of JEDO's economic development program. GO Topeka agreed to return approximately \$4.5 million to JEDO to provide financing of the ETLC project, and is classified as a return of funds in the financial statements. Using these funds, JEDO made the leverage loan to ETLC Investment Fund, a Delaware limited liability company, (the Fund) in the approximate amount of \$4.5 million with interest at 1% annually and scheduled to mature in 2053. The leverage loan is classified as an expense for economic development on the financial statements and the loan proceeds will be collected and accounted for by the Partnerships of Hope XXI, LLC, as noted below.

PNC New Markets Investment Partners, LLC, a Delaware limited liability company (PNC), made a capital contribution in the Fund in exchange for one hundred percent (100%) of Fund's membership equity interests.

Using PNC's capital contribution and JEDO's leverage loan, the Fund made the QEI, in accordance with the Internal Revenue Code of 1986 (the Code), in an amount equal to \$6.5 million to Partnerships of Hope XXI, LLC, a Missouri limited liability company (Partnerships) an affiliated Community Development Entity (CDE) of Raza Development Fund, Inc., a District of Columbia nonprofit corporation, which is eligible for NMTC in accordance with the Code.

Partnerships made certain loans to the Corporation in the aggregate original principal amount of \$6.5 million (collectively, the "QLICI Loans"), each of which is intended to constitute a Qualified Low Income Community Investment, as such term is used in Section 450 of the Code. Proceeds of the QLICI Loans will be used to fund ETLC and the payment to Washburn.

**Note 6 - Subsequent Events**

JEDO has evaluated subsequent events through July 31, 2019, the date the financial statements were available to be issued. None were identified that required adjustment to or disclosure in the financial statements.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
*GOVERNMENT AUDITING STANDARDS*

To the Board of Directors  
Joint Economic Development Organization  
Shawnee County, Kansas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and major fund of the Joint Economic Development Organization (JEDO), as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise JEDO's basic financial statements, and have issued our report thereon dated July 31, 2019.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered JEDO's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of JEDO's internal control. Accordingly, we do not express an opinion on the effectiveness of JEDO's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

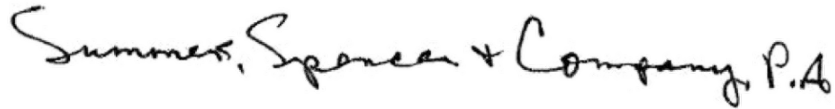
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether JEDO's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Summers, Spencer & Company, P.A." The signature is written in a cursive, flowing style.

Summers, Spencer & Company, P.A.

Topeka, Kansas

July 31, 2019



## **Agenda Item No. 3C**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

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**Approval of  
Project Purple Incentive Agreement**

**INCENTIVE AGREEMENT**

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

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

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

PROJECT PURPLE  
\_\_\_\_\_  
\_\_\_\_\_

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

**WHEREAS**, PROJECT PURPLE includes additional affiliated companies operating under PROJECT PURPLE’s control, including \_\_\_\_\_.

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

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

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

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

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

**WITNESSETH:**

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

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

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

Only new Full Time Employment Positions shall be eligible for the Employment Incentive. A “new” Full Time Employment Position is an otherwise eligible Full Time Employment Position that is in excess of and in addition to the \_\_\_ Full Time Employees employed by PROJECT PURPLE as of December 12, 2018.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and PROJECT PURPLE is undertaking an

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

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

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

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

- New Full Time Employment Positions hired between December 12, 2018 and December 31, 2019 will receive the first incentive payment installment in 2020;
- New Full Time Employment Positions hired between January 1, 2020 and December 31, 2020 will receive the first incentive payment installment in 2021;
- New Full Time Employment Positions hired between January 1, 2021 and December 31, 2021 will receive the first incentive payment installment in 2022;
- New Full Time Employment Positions hired between January 1, 2022 and December 31, 2022 will receive the first incentive payment installment in 2023;
- New Full Time Employment Positions hired between January 1, 2023 and December 31, 2023 will receive the first incentive payment installment in 2024;

provided, however, that PROJECT PURPLE must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein). GO TOPEKA

shall make all reasonable efforts to complete payment of all incentive payments within sixty (60) days of the receipt of such sufficient documentation relating to employment levels.

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

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

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

**3. Employee Training Incentive.** GO TOPEKA agrees to provide to PROJECT PURPLE an Employee Training Incentive for up to five (5) years and nineteen (19) days totaling up to, but not to exceed Two Hundred Twenty Thousand Dollars (\$220,000.00) (the "Employee Training Incentive"). GO TOPEKA shall reimburse PROJECT PURPLE in the amount of One Thousand Dollars (\$1,000.00) per trained Full Time Employment Position for verifiable training costs including, but not limited to, tuition, computer software for in-house training and other direct training costs incurred from December 12, 2018 to December 31, 2023. GO TOPEKA shall not reimburse PROJECT PURPLE for incidental costs associated with training such as travel expenses, meals, and lodging. The Employee Training Incentive payment(s) shall be made to PROJECT PURPLE beginning in the first quarter of 2020 for training costs incurred in 2018 and 2019 upon proof of approved training expenses in the form of paid invoices, or other

verifiable records confirming payment for approved training expenses. Subsequent payments for training expenses incurred shall be available on a quarterly basis thereafter. Payment for expenses incurred in a particular quarter shall be made the following quarter assuming all necessary documentation has been submitted and approved. Training for any employee at PROJECT PURPLE who holds a Full Time Employment Position is eligible for the Employee Training Incentive as described in this agreement.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“PROJECT PURPLE”

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“GO TOPEKA”

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

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

Print Name: Molly Howey

Title: Senior V.P., Economic Development



## **Agenda Item No. 3D**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

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**APPROVAL of  
Project Lightning Incentive Funding**



## MEMORANDUM

To: JEDO  
From: Molly Howey, SVP of Economic Development  
Date: 9.4.19  
RE: Project Lightning Incentive Request

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GO Topeka staff has been working with a company (Project Lightning) that is looking to expand their operations into Topeka. We are seeking approval of the following incentives so the company can move forward contemplating the receipt of funds on a performance basis as part of the project.

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

### Project Lightning:

- 300 new jobs - \$34,000 avg. wage + benefits
- 1.8M Square Feet
- \$235M Investment
- 236 acres
- \$631M Economic Impact over 10 years
- 74% ROI

### GO Topeka Commitments:

- Broker Commission (approved by GO Topeka Board in 2018) \$420,000

### Incentives Overview: (Approved by GO Topeka Board in August 2019)

- Free land (236 acres at Kanza Fire Commerce Park)
- Training grant - \$500/employee, max \$150,000
- Employment incentive - \$3,000/employee, max \$900,000
- Investment incentive- \$2,000/million in real property, max \$300,000
- Infrastructure incentive - \$100,000 max for utility extensions

Total Cash Incentive to Company \$1,450,000

Broker Commission \$420,000

TOTAL COMMITMENT \$1,870,000

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



## **Agenda Item No. 3E**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

---

**APPROVAL of Project Cay Incentive Funding**



MEMORANDUM

To: JEDO  
From: Barbara Stapleton, VP Business Retention & Talent Initiatives  
Date: 9.4.19  
RE: Project Cay Incentive Request

---

GO Topeka staff has been working with an existing company (Project Cay) that is looking to grow and expand in our community. The GO Topeka Board Executive Committee has approved incentive funding, and we are seeking JEDO approval of the incentive.

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

Project Cay Summary

Industry Type: Animal Health Manufacturing  
Capital Investment: \$1.1M  
Average Wage: \$52,000 annually, plus benefits  
Number of Jobs: up to 4 new jobs over five years

Incentive Proposal

In the growth expansion of Project Cay in Shawnee County, Kansas, an expected addition of up to 4 new full-time jobs, with salary ranges depending on experience between \$30,000 and \$80,000 plus benefits. GO Topeka proposes up to \$8,000 per new job proportionate to salary and in alignment with our guidelines to be paid out in equal installments (1/5 of each qualified job incentive = eg. \$600 to \$1,600 per year) annually over five years, not to exceed \$16,000 in aggregate. In addition, a training incentive in the amount of \$1,000 per new employee will be offered to the company as part of the package. Capital Investment includes building purchase, improvement expenditures, and equipment purchases of \$1.1 million.

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

Below is a breakdown of the proposed incentives:

\$1.1M in Capital Investments =	\$ 5,000
\$4,000 per job X 4 new jobs =	\$16,000
\$1,000 per new employee for training =	\$ 4,000
<b>TOTAL PROPOSED INCENTIVE =</b>	<b>\$25,000</b>





## **Agenda Item No. 3F**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

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**Approval of  
Reallocation of Mars Incentive Funds  
originally allocated for construction of a fire house and  
authorizing JEDO Chair to execute amendment to original  
agreement dated July 27, 2011**



## **Agenda Item No. 4A**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

---

**PRESENTATION  
GO Topeka Quarterly Report**

**GO**  
**Topeka**



**JEDO Q2**  
**REPORT**  
April - June, 2019





**GO TOPEKA**

785.234.2644

GOTopeka.com

719 S Kansas Ave. Ste. 100

Topeka, KS 66603

**COVER AND LEFT PHOTO:**

**Cover:** The community has embraced a new flag for the city. Community pride has continued to rise thanks in part to flags, shirts, stickers and other miscellaneous items.

**Left:** Camp Topeka students made the climb to the top of the Statehouse while learning about the community they live in.

**Below:** Local small business Hazel Hill Chocolate celebrated a finalist position in an international competition for chocolatiers.



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## KEY

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



Develop Homegrown Talent



Create Vibrant & Attractive Places



Grow a Diverse Economy



Promote a Positive Image



Collaborate for a Strong Community

# TOPEKA & SHAWNEE COUNTY VITAL STATS

Updated 7.30.19



## DEVELOP HOMEGROWN TALENT

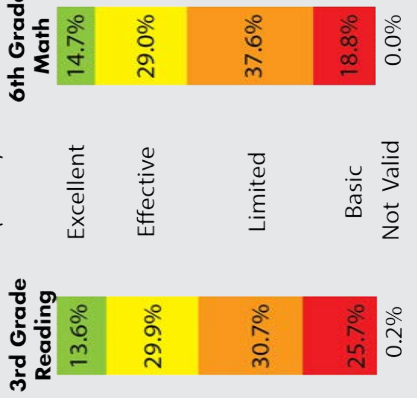
### GRADUATION RATE

STATE OF KANSAS  
**87.5%**

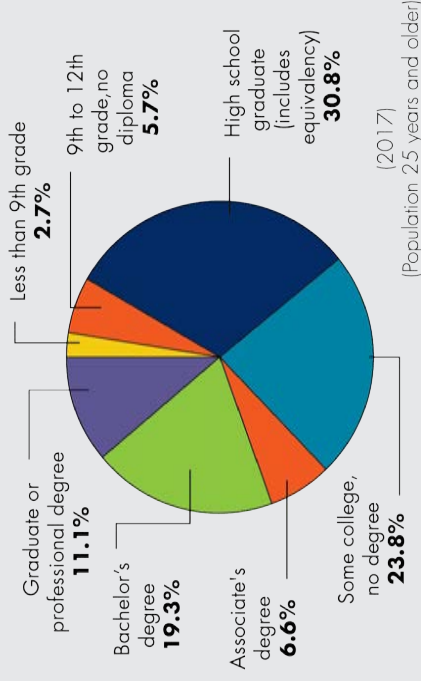
SHAWNEE COUNTY  
**88.3%**

Four-year adjusted cohort formula (all Schools 2017-2018) (1)

### STUDENT-LEVEL METRICS (2018)



### EDUCATIONAL ATTAINMENT (2017)



### CERTIFICATES EARNED

**1,284**

(Less than a 2-year degree) (2017)



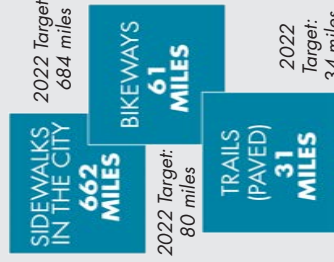
## CREATE VIBRANT & ATTRACTIVE PLACES

### LIVABILITY

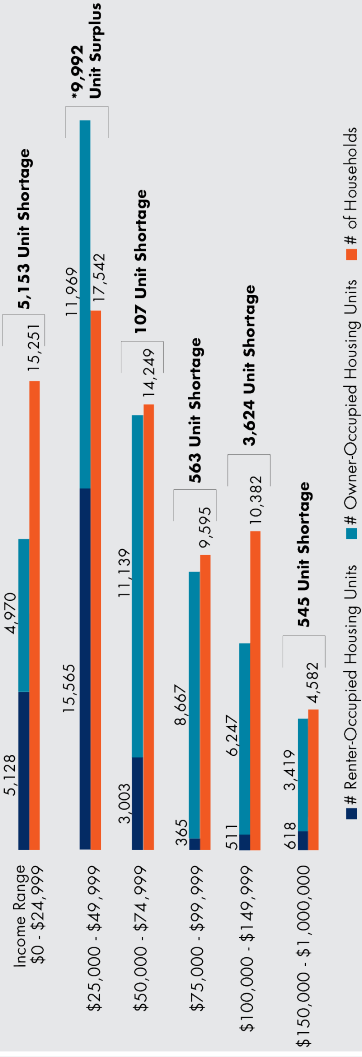
This score rates the overall livability of Shawnee County on a scale from 0 to 100. It is based on the average score of seven livability categories—housing, neighborhood, transportation, environment, health, engagement, and opportunity—which also range from 0 to 100.



### PEDESTRIAN FRIENDLINESS (2017)



### AFFORDABLE HOUSING (2017)



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

### ATTENDANCE AT ATTRACTIONS (2018)

**716,779** PEOPLE

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

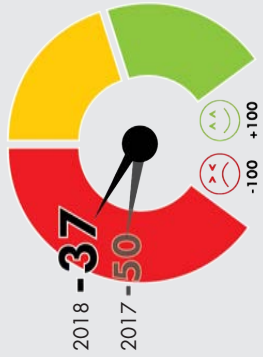
2022 Target: 750,000 people



## PROMOTE A POSITIVE IMAGE

### NET PROMOTER SCORE (NPS)

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

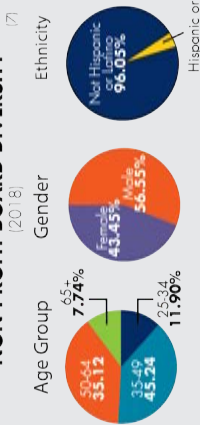


(7)

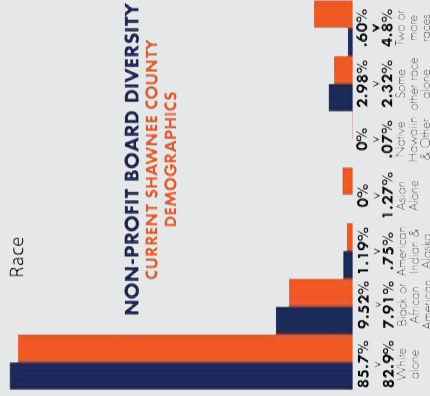
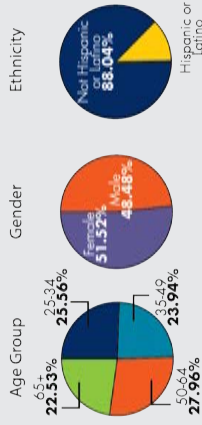
It is intended that non-profit boards are reflective of the community as a whole. To that end, the graphs above should mirror the graphs at right.

## COLLABORATE FOR STRONG COMMUNITY

### NON-PROFIT BOARD DIVERSITY (2018)



### CURRENT SHAWNEE COUNTY DEMOGRAPHICS



### NON-PROFIT BOARD DIVERSITY CURRENT SHAWNEE COUNTY DEMOGRAPHICS

### PHYSICAL AND MENTAL HEALTH (2019)



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

2022 Target: 2.7 Physical | 3.2 Mental (9)

### INFANT MORTALITY RATE (2018)



## GROW A DIVERSE ECONOMY

### SHARE OF EMPLOYMENT AT NEW BUSINESSES

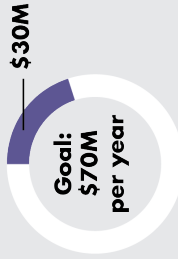


(New business is any that has been open less than five years)(2018 Q4) (8)

2022 Target: 7,093 people

### PRIVATE CAPITAL INVESTMENT (2019)

(7)



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

2022 Target: \$35.0M

### TOTAL PRIVATE JOBS



(Private = Non-Government jobs) (5)

2022 Target: 79,000 jobs

## GLOBAL METRICS

### GDP OF DOLLARS (10)



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



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

### POVERTY RATE IN SHAWNEE COUNTY (2017)

(11)



2022 Target: 10%

### STUDENTS ELIGIBLE FOR FREE OR REDUCED LUNCHES



(1)

2022 Target: 48%

### NUMBER OF PEOPLE WORKING, BUT NOT LIVING IN SHAWNEE COUNTY (2015)

(8)



2022 Target: 33%

### PER CAPITA INCOME IN SHAWNEE COUNTY (2017)

(10)



2022 Target: \$50,000

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

PROVIDED BY





Grow a  
Diverse  
Economy



# MARS WRIGLEY CONFECTIONERY TO INVEST IN TOPEKA FACILITY

Mars Wrigley Confectionery will make a \$30M capital investment in their existing facility, resulting in an overall economic impact of \$38.5 million.

"We are so excited to see Mars Wrigley Confectionery have another expansion in Shawnee County," said Molly Howey, senior vice president of economic development for the Greater Topeka Partnership. "This expansion illustrates the continued commitment that Mars has in the Topeka & Shawnee County community."

"We are proud to be part of the Topeka community for the last five years," said Bret Spangler, Topeka site director, Mars Wrigley Confectionery U.S. "We are grateful for the continued support from the City of Topeka, Shawnee County and state of Kansas, and we are pleased to further invest in the community."

"Mars Wrigley Confectionery is an exceptional company to have in our community, and their support of community growth and partnerships across Topeka and Shawnee County ensures continued economic prosperity," said JEDO Chair and Mayor Michelle De La Isla.

Mars Wrigley Confectionery has invested over \$500M on their Topeka site, creating over 420 jobs. Mars is committed to continuing to make its products in the U.S. - we believe the world we want tomorrow starts with how we do business today. With that, over 95 percent of Mars Wrigley Confectionery products sold in the U.S. are also made locally by the company's dedicated team of over 6,000 associates located in its 14 domestic sites.

Following GO Topeka's incentive guidelines, Mars Wrigley Confectionery will be receiving up to \$66,000 based on the performance of the company's jobs created and investments in the Topeka facility.



**CAPITAL  
INVESTMENT**

**\$30M**

**JOBS TO BE  
CREATED**

**80**





# BUSINESS ATTRACTION

GO Topeka has seen an up-tick in manufacturing based projects reaching out to our community. It is also important to note that there has been an increase in the amount of projects we are seeing that are seeking their first U.S. location. This trend has been noted nationally.



PROJECT  
PIPELINE  
**36**



NEW  
PROJECTS  
IN Q2  
**7**



SITE  
VISITS  
IN Q2  
**1**

# RETENTION & EXPANSION



PROJECT  
PIPELINE  
**18**



NEW  
PROJECTS  
IN Q2  
**1**



ON-SITE  
VISITS  
IN Q2  
**15**

# UPDATES

Barbara Stapleton, VP of business retention & talent initiatives, was accepted in Cohort IX of the U.S. Chamber of Commerce Foundation's TPM Academy. The U.S. Chamber of Commerce Foundation Talent Pipeline Management (TPM) initiative is an effort to mobilize the business community to close the skills gap by applying lessons learned from supply chain management to its education and workforce partnerships. The idea is that if employers play an expanded leadership role as "end-customers" of a talent supply chain, they will be more effective at organizing performance-driven partnerships with responsive preferred education and workforce training providers.

The TPM Academy™ is an in-person training for state and local chamber, business association and economic development agency leaders, as well as employers, to learn the TPM approach to drive partnerships with their education and training providers based on industry need.

Facilitated by the U.S. Chamber Foundation, the TPM Academy is supported by a customized curriculum that serves as an employer handbook and gives participants the knowledge, skills and abilities to implement talent supply chain solutions on behalf of their employer collaborative members.

TPM Academy graduates become members of the TPM National Learning Network (NLN), ambassadors of the TPM approach that regularly collaborate to learn from one another's successes and challenges implementing TPM projects, and collectively continue to grow the initiative.

Rhiannon Friedman attended the IEDC accredited Basic Economic Development Course in Rockwall, Texas this month. Curriculum covers both key topics and specialized issues. Courses are designed to be interactive and provide an international perspective with a focus on real life experiences, best practices and tools that can be taken back and used in our community.

# ENTREPRENEURIAL & MINORITY BUSINESS DEVELOPMENT



Grow a Diverse Economy



Collaborate for a Strong Community

## SMALL BUSINESS INCENTIVES



INCENTIVES ISSUED



INCENTIVES ISSUED



TOTAL ECONOMIC BENEFIT



ROI

	INCENTIVES ISSUED	INCENTIVES ISSUED	TOTAL ECONOMIC BENEFIT	ROI
Q1 & Q2 OF 2019	\$91,957	47	\$150,848	29%
LIFE OF PROGRAM	\$936,979	289	\$1,432,532	53%

## FASTTRAC NEW VENTURE



STUDENTS GRADUATED



ACTIVELY IN BUSINESS

	STUDENTS GRADUATED	ACTIVELY IN BUSINESS
Q1 & Q2 OF 2019	15	4
LIFE OF PROGRAM	679	167

## OTHER PROJECTS

### New Incentive Program for Mid-sized Businesses

The Small Business Incentive Program is expanding. In an effort to continue the growth of Shawnee County's small businesses, the Small Business Incentive Program has added a second level that will support mid-sized small business owners. Mid-sized small businesses will be able to take advantage of a separate set of incentives for companies with 10-49 employees. Criteria for this program will be released effective January 2020. With a healthy pipeline of 40 client applications, current disbursements total more than \$82,000 year to date. Overall, the five-year program has yielded a \$2M return on investment.





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Diverse  
Economy

# KANSAS PTAC

(PROCUREMENT TECHNICAL ASSISTANCE CENTER)



NEW  
CLIENTS  
**52**

## TOTAL CONTRACT AWARDS FOR KS PTAC SUBCENTER TOPEKA

*(Service area covers 26 counties in NE KS)*

**\$ 2,721,137** = FEDERAL  
**\$ 150,000** = STATE & LOCAL  
**\$ 136,042** = SUBCONTRACTS

---

**\$ 3,013,479 TOTAL AWARDS**



COUNSELING  
HOURS  
**173**

## SOCIOECONOMIC STATS ON FEDERAL CONTRACT AWARDS

SMALL DISADVANTAGED BUSINESS **17**

WOMAN OWNED SMALL BUSINESS **14**

HUBZone **2**

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS **3**

## SHAWNEE COUNTY WAS AWARDED



VALUE  
**\$163,656**

## RETURN ON INVESTMENT (ROI)

FOR EVERY \$1 JEDO INVESTS, PTAC GENERATES

**\$43**

*(This will increase as small businesses win contracts. Last year it grew to a \$347:\$1 return.)*



# INNOVATION & ENTREPRENEURSHIP



Grow a  
Diverse  
Economy



The second quarter of 2019 had a singular focus – pursuing the opportunity to bring world-class accelerator programming to Topeka to strengthen the entrepreneurial ecosystem and to start building a presence in the Animal Health Corridor. To that end, a second group of Innovation Advisory Board members and Lindsay Lebahn, executive director of Forge, had the opportunity to visit the Silicon Valley accelerator Plug and Play in April as a follow up to the initial contact in 2018. Plug and Play have developed customized programs for communities outside of Silicon Valley such as North Dakota and Cleveland, OH. The accelerator in Topeka would help innovative startups grow faster by connecting them with the right resources, strong mentors and access to capital. It would also attract startups and potential new corporate partners in the animal health/ag tech sectors to Shawnee County.

After the successful April visit in California and several weeks of intense preparation, it was Topeka's turn to host representatives of Plug and Play for several days. They met with a number of community leaders, Greater Topeka Partnership staff, entrepreneurs and potential corporate partners in the region to discuss the opportunities of building an animal health/ag tech program in Topeka. Plug and Play's involvement could be the first step in making Topeka a hub of innovation with reach into the Greater Kansas City region, Lawrence, Manhattan and Wichita. Plug and Play also met with Kansas Secretary of Commerce David Toland to discuss the support the State can provide in establishing the program for the benefit of Kansas. The visit was a first step in the 90-day feasibility study. Additional visits are being scheduled later this summer.





Grow a Diverse Economy

# 712 INNOVATIONS

COWORK | INCUBATOR



Seven young women attended the first Girls Business Bootcamp. In the camp they developed their own business ideas and used the business canvas model to map out their strategy to startup. They also heard from over 10 inspiring Topeka women business owners and were able to ask questions and learn more about the world of business today. The businesses work-shopped included sandwich shops, pet grooming salons, a dance troupe and an early childhood educational center.

Over 50 business owners participated in the kick-off event for the Wheelhouse Incubator on June 19.

Developed in cooperation with the Momentum 2022 Innovation and Entrepreneurship workgroup Mentorship Committee, the incubator will focus on spearheading growth for Topeka & Shawnee County scalable businesses that are ready to grow. The 12-week program will include a founder-led mentor model with a personalized plan tailored to the founder's business goals using GrowthWheel, an internationally proven cloud-based planning tool to support owners as to make decisions and take action. The incubator will also include extensive networking opportunities and office space if needed, creating a program for founders with a passion for building their business surrounded by a like-minded peer group in a supportive environment.



# WHEELHOUSE

I N C U B A T O R

## MONTHLY EVENTS

- CoWork Wednesdays** – Wednesdays, 9 a.m. – 5 p.m.
- SCORE at 712 Innovations** – Thursdays, 9 a.m. – 12 p.m.
- 1MC TOPEKA** – 1st Wednesday, 9 – 10 a.m.
- Topeka Social Media Club** – 4th Wednesday, 12 – 1 p.m.
- Audio Workshop** – 3rd Thursday, 6:30 p.m.
- Teen STEAM** – 3rd Wednesday, 4 – 5 p.m.
- Teen Science Café** – 3rd Thursday, Boys/Girls Club Teen Center





Forge's Play Herd always comes up with the most creative events, and this quarter was no exception. Whether it was celebrating National Mimosa Day, hosting a donut and beer pairing, or collaborating with the Topeka Civic Theater to host a mixology class in the theater where attendees were able to learn how to make five signature cocktails and then their hand at mixing, shaking, stirring, and blending- it's always guaranteed to be a good time!

The Inspire Volunteer Herd hosted their largest event of the year, Day of Service. This year Forge had 92 volunteers roll up their sleeves for the 2nd annual Young Professional Day of Service and put in their time working on projects; like spring cleaning, gardening, crafting with kids and building a home.

The Forge Leadership Herd hosted 40 attendees and 10 community non-profits at their annual Lead-Con event. The speed dating style of the event allowed young professionals to hear how to get involved and become better connected to their community. Forge's Business Development Herd hosted a listening session in correlation with the Small Business Council to talk through young entrepreneur wants, needs, and challenges to ensure Topeka and the Greater Topeka Partnership is doing all they can to support these small and innovative companies.

The Forge VIP Tours offer an opportunity for young talent to garner exposure to businesses and organizations that would otherwise be difficult to experience. This Quarter took them to Stevenson Company, GraceMed and the water treatment plant where they got to see the fascinating process behind taking water from the Kansas River and making it into high quality H2O. Attendees walked over a mile and half and climbed 12 flights of stairs and only covered half the facility!

The Diversity and Inclusion Herd hosted their second annual Playground Hunt geared to include young professionals with families! They went to different playgrounds around town, finding pieces of a Topeka Flag puzzle at each stop with a picnic at Gage Park after.

Forge was able to partner with the community, hosting a recruiting event with Security Benefit and SE2. Members of the Forge board met and mingled with 75 potential new members of Forge and gave them a firsthand look into Forge. Forge also teamed up with Advisors Excel to offer spots to their InspireU series featuring Don Yager. Forge members were able to hear what it takes to be a good teammate and the importance of being "the glue" to our company/organization and that it is possible to invaluable without being the most valuable.

Our Top City Intern program welcomed 180 interns from across the community for a summer full of fun. They kicked things off with a behind-the-scenes tour of the Topeka Zoo complete with up close and personal experiences with the animals. But the fun didn't stop there, they also got together for a BBQ at Lake Shawnee and Brew Tour where they got to check out some of Topeka's top breweries including stops at Norsemen, Blind Tiger, Happy Bassett, Barristers and Iron Rail. Black Label Transportation made sure that everyone was able to stay safe while having a good time.

We hosted three lunch and learns for interns to hear from leaders in the community. Chief Cochran talked about leadership and the important role it plays in his role as police chief. Next, the interns got to hear from Clayton Wealth Partners on money management and the importance it has on their future. To wrap it up, the interns heard from Cody Foster and why he chose to invest in Topeka and the competitive advantages Topeka has for young professionals.



Develop  
Homegrown  
Talent

# WORKFORCE & TALENT

## 2019 Q2 NUMBERS

### TOTAL POPULATION\*

**124,237** in Topeka  
**175,061** in SNCO

Topeka down **.2%** from last year  
SNCO down **.1%** from last year

---

**2,843,739** in Kansas  
**258,864,000** in USA

### LABOR FORCE PARTICIPATION

**63,150** in Topeka  
**91,076** in SNCO

Topeka down **.2%** from last year  
SNCO up **0%** from last year

---

**1,470,582** in Kansas  
**162,957,000** in USA

### EMPLOYMENT

**60,938** in Topeka  
**91,076** in SNCO

Topeka down **.1%** from last year  
SNCO down **.1%** from last year

---

**1,423,286** in Kansas  
**157,230,000** in USA

### JOBS

**86,198** in Topeka  
**101,898** in SNCO

Topeka up **.2%** from last year  
SNCO up **.4%** from last year  
**1,488,568** in Kansas  
**156,479,848** in USA

### AVERAGE WAGES

**\$45,859** in Topeka  
**\$45,764** in SNCO

Topeka up **2.1%** from last year  
SNCO up **3.7%** from last year  
**\$45,958** in Kansas  
**\$55,825** in USA

### LABOR FORCE PARTICIPATION RATE

**50.83%** in Topeka  
**52.03%** in SNCO

Topeka up **.2%** from last year  
SNCO up **.1%** from last year  
**51.71%** in Kansas  
**62.95%** in USA

### EMPLOYMENT-POPULATION RATIO

**49.05%** in Topeka  
**50.33%** in SNCO

Topeka up **.1%** from last year  
SNCO up **.0%** from last year  
**50.05%** in Kansas  
**60.74%** in USA

### UNEMPLOYMENT RATE

**3.5%** in Topeka  
**3.3%** in SNCO

Topeka up **1.4%** from last year  
SNCO up **2.9%** from last year  
**3.2%** in Kansas  
**3.5%** in USA

\*Total Civilian Non-institutionalized  
Population





iINCLUDED seeks to foster inclusiveness in the business community, including alignment of programming with other organizations doing work in the community, as well as hosting diversity, equity and inclusion programming during regular meetings.

During the 2nd quarter, iINCLUDED heard from Josh Linton, manager of inclusion & diversity with One Gas as he shared “Nice is Not Enough” – it’s tempting to reduce diversity and inclusion work to simply respecting others or being nice. But this doesn’t move the needle closer to an inclusive culture where work works for everyone. The council was able to learn how understanding, exclusion and inclusion function and learn ways to build accountability into an organization to ensure systemic inclusion. iINCLUDED also hosted an Employee Resource Group Workshop to learn and create employee resource groups (ERGs) in an organization. ERGs are voluntary, employee-led groups made up of individuals who join together based on common interests, backgrounds or demographic factors and are an innovative way to support companies in teacher diverse customers and communities.

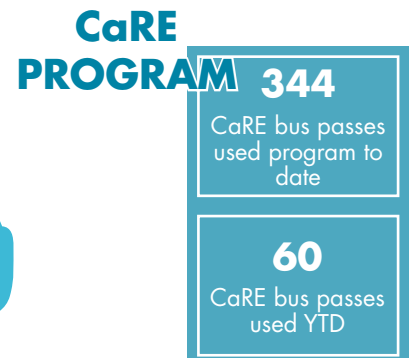
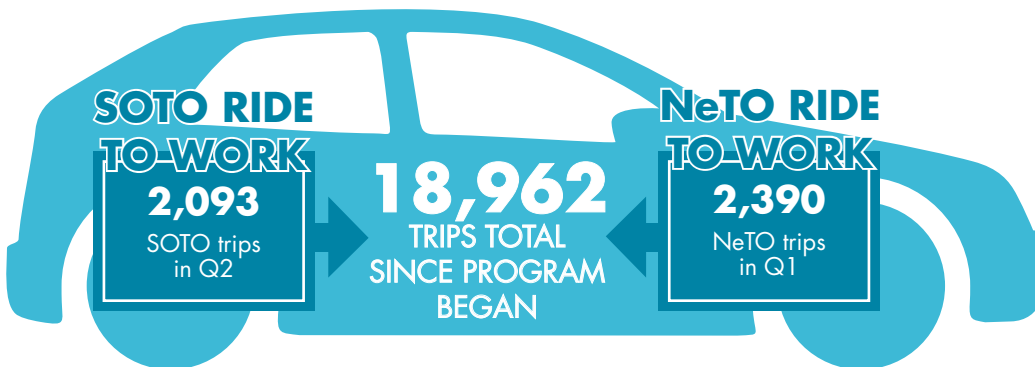
Later in the quarter, iINCLUDED collaborated with the YWCA to host facilitated round-table discussions to open dialogue with “Getting Comfortable with Conversations on Race.” In June, iINCLUDED was thrilled to host Representative Susan Ruiz from District 23 (Shawnee, Lenexa and Overland Park). In 2018, Representative Ruiz was elected to the Kansas House of Representatives. As one of the state of Kansas’ first ever LGBTQ+ state legislators, we heard from Representative Ruiz on her insight and perspective of the state legislature and how the dialogue can continue to be more inclusive in state legislation and what we can do to make a difference.



Collaborate for a Strong Community



Develop Homegrown Talent







Develop  
Homegrown  
Talent

# WASHBURN TECH EAST



Washburn Tech East successfully hosted the grand opening and ribbon cutting of the new campus on June 21. Attendance was phenomenal, with over 200 community members attending and touring the new facility. The creation of Washburn Tech East shows how collaboration in public private

partnerships can impact communities with truly inclusive economic development. With a commitment of \$4.5M in local economic development funds from the Joint Economic Development Organization, as a community, Topeka & Shawnee County was able to secure an additional \$1.39M in New Markets Tax Credits funds to create an amazing center for educational training and workforce opportunity in our East Topeka community. This endeavor has been in the works for a long time and the entire community should celebrate.



TogetherTopeka wraps up the second quarter with high community engagement.

More than 120 individuals and elected officials attended the “2019 Strengthening early childhood in Kansas” listening sessions on June 25, at the Topeka & Shawnee County Public Library. The Kansas Children’s Cabinet, the Kansas State Departments of Education, Children and Families and Health and Environment collaborated with the United Way of Greater Topeka as partners in this effort.

Our work with secondary education has centered around middle and high school internship experiences with area business including the Greater Topeka Partnership and coordinated by partner organizations this summer. In addition, we are participating on a newly developed regional task force for “Strengthening Career and Technical Education for the 21st Century Act” also known as Perkins V. This task force will be developing career pathway priorities for the region, more to come on this in future reports.



# UPCOMING EVENTS

## AUGUST

- 2 Movie on the Lawn
- 2 TopCity Teachers: Kickoff Reception
- 5 Golf Tournament
- 8 TopCity Teachers: Welcome Luncheon
- 10 Cruisin' the Capitol
- 20 Business Unwind
- 31 Touch-A-Truck

## SEPTEMBER

- 4 TopCity Teachers: Professional Development Tour
- 5 Quarterly Entrepreneurship Meet-Up
- 11 Power Breakfast
- 11 JEDO Quarterly Meeting
- 17 Business Unwind
- 21 Jazz & Food Truck
- 24 State of Education
- 28 Tap That

## OCTOBER

- 2 Expedition Montgomery
- 12 Science & Tech Fest
- 22 Business Expo
- 22 Business Unwind

## NOVEMBER

- 2 Financial Services Summit
- 14 Downtown Loft Tour
- 14 Business Unwind
- 21 Women's Forum
- 30 Small Business Saturday
- 30 Miracle on Kansas Ave.



# COMMUNITY SPOTLIGHT

## Topeka Receives Pet-Friendly Certification



The City of Topeka, Shawnee County Parks & Recreation, Helping Hands Humane Society and Momentum 2022 are excited to announce that Topeka has received the official BETTER CITY FOR PETS™ certification, as part of the Mars Petcare BETTER CITIES FOR PETS™ program, showcasing its commitment to creating a pet-friendly community. More people than ever view pets as members of the family, and with 85 million pet-households in the United States, Topeka is on the forefront of creating a vibrant community where pets are not only welcome but thrive.

"We at the City of Topeka are excited about this certification. This is a positive reflection about how much we care about our citizens. We know that pets are our 'fur-children' and one of the things each pet parent wants to ensure is that their pet is accepted and included in our community," says Mayor Michelle De La Isla. "Topeka is a great place for families to keep themselves and their pets healthy and happy."

In January, Mars Petcare launched the BETTER CITY FOR PETS™ certification, an extension of the BETTER CITIES FOR PETS™ program which works with local government, businesses and non-profits to help communities make four-legged friends feel welcome. The certification, created in partnership with urban-planning organization, Civic Design Center, evaluates cities based on 12 traits of pet-friendly cities across four categories: businesses, parks, shelters and homes. Applicants that received a certification demonstrated their commitment to creating a pet-friendly community and fostering the well-being of all citizens and pet companions.

"We established the BETTER CITY FOR PETS™ certification to celebrate cities that are creating positive and welcoming environments for people and their pets and encourage more cities to recognize the benefits of our four-legged friends," said Jam Stewart, vice president of corporate affairs at Mars Petcare. "We're excited to announce the inaugural group of certified cities and look forward to continuing this progress with The BETTER CITIES FOR PETS™ program."

The full list of BETTER CITY FOR PETS™ certification recipients is available at [bettercitiesforpets.com/resource/certified-cities](https://bettercitiesforpets.com/resource/certified-cities).

To learn more about how to get involved in this initiative, please visit [bettercitiesforpets.com](https://bettercitiesforpets.com).



# GO TOPEKA BOARD OF DIRECTORS

## EXECUTIVE COMMITTEE

**Kurt Kuta**

Chair  
CoreFirst Bank & Trust

**Dan Foltz**

Chair Elect  
KBS Constructors, Inc.

**Marsha Pope**

Secretary  
Topeka Community Foundation

**Scott Gales**

Treasurer  
Architect One, Inc. PA

**Treena Mason**

BCBS

**Martha Piland**

MB Piland Advertising

**Matt Pivarnik**

President/CEO  
Greater Topeka Partnership

**Matt Strathman**

Strathman Sales Co.

**Stephen Wade**

Topeka CapitalJournal

## ELECTED DIRECTORS

**Terry Bassham**

Evergy

**Megan Jones**

Jones Advisory Group

**Madan Rattan**

Topeka Investment Group

**Doug Wolff**

Security Benefit Life

**Don Beatty**

Hill's Pet Nutrition, Inc.

**Wade Jueneman**

McElroy's

**Shane Sommars**

Briggs Auto

**Linda Briden**

Sunflower Assoc. of Realtors

**Robert Kenagy**

Stormont Vail Health

**Jacob Wamego**

Prairie Band, LLC

**Andrea Engstrom**

Bajillion Agency

**Jim Klausman**

Midwest Health

**Wendy Wells**

U.S. Bank

**Kevin Hahn**

Tri-Source Pharma, LLC

**Allen Moore**

Frito-Lay, Inc.

**Daina Williams**

L&J Building Maintenance

## DIRECTORS APPOINTED AT-LARGE

**Scott Anderson**

Hamm Inc.

**Gianfranco Pezzino**

Shawnee Co. Health Agency

**Collin Hildebrand**

McPherson Contractors

**Greg Schwerdt**

Schwerdt Design Group

**Shane Hillmer**

Southwest Publishing & Mailing Corp.

**Marvin Spees**

Capital City Oil, Inc.

**Keith Warta**

Bartlett & West

**Steve Anderson**

University of Kansas Health

## DIRECTORS EX OFFICIO

**Michelle De La Isla**

Mayor  
City of Topeka

**Bob Archer**

Shawnee County Commission

**Eric Johnson**

President  
MTAA

**Matt Pivarnik**

President/CEO  
Greater Topeka Partnership

**Tony Emerson**

City of Topeka

**Dr. Jerry Farley**

President  
Washburn University

**Brent Trout**

City Manager  
City of Topeka







A Greater Topeka Partnership Organization



Prepared for JEDO  
Joint Economic Development Organization



## **Agenda Item No. 4B**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

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**Community Broadband Task force  
Update**



## **Agenda Item No. 4C**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

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**DISCUSSION  
GO Topeka Contract**



**JEDO CONTRACT NO. C-2017-01**

**AGREEMENT FOR SERVICES**

THIS AGREEMENT is entered into this 10th day of May, 2017, 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. 12-2904a which was created by Interlocal Agreement dated April 19, 2016 and amendments thereto ("Interlocal Agreement").

WHEREAS, the Interlocal Agreement authorizes the JEDO to select one or more independent contractors to execute the economic development priorities set forth in the Interlocal Agreement; and

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

WHEREAS, the JEDO and GO Topeka are currently parties to JEDO Contract No. C-1-2014 extending through the end of 2017; and

WHEREAS, the parties wish to continue the contractual relationship for three years beginning on January 1, 2018.

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

**1. Grant.**

(a) For each of the calendar years 2018, 2019, and 2020, the JEDO agrees to grant at least Five Million Dollars (\$5,000,000.00) from its economic development fund

to GO Topeka for the purpose of providing economic development services identified in the Interlocal Agreement. Such services shall be more fully described in the business plans authored by GO Topeka and presented to the JEDO prior to the beginning of each year.

(b) GO Topeka agrees that at least ten percent (10%) of the funds referenced in Section 1 shall be used for the purposes identified in Section 5(a) of the Interlocal Agreement relating to socially and economically disadvantaged individuals/business enterprises. To facilitate the expenditure of these funds, Go Topeka shall create and retain a Minority and Women Business Development Advisory Council with the responsibility of approving a disadvantaged business enterprise budget and whose approval shall be required for any expenditure exceeding three thousand dollars (\$3000).

(c) GO Topeka shall allocate Fifteen Thousand Dollars (\$15,000) each year to pay for the expenses of the JEDO. GO Topeka shall make payments on amounts owed to the County and City from this allocation.

(d) Notwithstanding Section 1(a), GO Topeka understands the payment of grant funds are subject to the distribution schedule of the Kansas Department of Revenue that collects and distributes the retailers' sales tax.

## **2. Term.**

(a) The term of this Agreement shall be for three (3) years commencing on January 1, 2018 and terminating on December 31, 2020. The term of this Agreement may be extended beyond this term only upon written agreement of the parties.

(b) Notwithstanding Section 2(a) either party may terminate this Agreement

by giving the other party notice in writing of such termination, not less than one hundred eighty (180) days prior to termination. The JEDO agrees that if it terminates the Agreement that it shall pay any payments which are referred to in the approved budget which come due within the one hundred eighty (180) day notice period. Upon termination of this Agreement, no further funds shall be payable or paid hereunder, except as otherwise provided herein. In any event, all obligations and commitments made before this Agreement is terminated will be honored by both parties which are described or referred to in the approved budget. All cash and real property shall revert to the JEDO upon termination. During the one hundred eighty (180) day termination period, any expenditure in excess of Three Thousand and No/100 Dollars (\$3,000.00) shall be first approved by the JEDO.

**3. Budget; business plan; quarterly reports; cash-carry forward.**

(a) GO Topeka shall submit to the JEDO an annual business plan and budget reflecting the expenditures to be made during the fiscal year to be used only in accordance with the terms of this Agreement.

(b) GO Topeka shall submit each business plan and budget to the JEDO before the beginning of each calendar year for consideration and approval by the JEDO. No expenditures shall be made from the grant funds, except as authorized in the budget approved by the JEDO which budget may be amended by GO Topeka with the JEDO's approval.

(c) GO Topeka will submit to the JEDO quarterly program status reports, as well as quarterly financial statements within forty-five (45) days after the close of each quarter and an annual program report and financial statement at the conclusion of each

calendar year.

(d) The parties understand that the scope of economic development retention, expansion and attraction may, in some cases, require that GO Topeka enter into funding commitments that extend beyond the three (3) year term of this Agreement. For such commitments, GO Topeka shall obtain the prior approval of the JEDO.

(e) Both parties understand that GO Topeka may incur budgeted expenses that are not due and payable until after the close of the calendar year. Therefore, the parties may execute a cash carry-forward (from one year to the next) agreement.

#### **4. Independent contractor; GO Topeka employees.**

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

(b) GO Topeka 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. Go Topeka 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.

**5. Unlawful discrimination.** 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.

**6. Conflict of interest.**

(a) 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 matters addressed in this Agreement shall participate in any decision which affects his/her personal interest, including pecuniary interests, direct or indirect.

(b) 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.

**7. Assignment.** 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.

**8. Hold harmless; indemnification; insurance.** 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.

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

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

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

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

Open Meetings Act, K.S.A. 75-4317, and the Kansas Open Records Act, K.S.A. 45-215.

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

(e) Record retention. Financial and project records, necessary supporting data, and programmatic reports shall be retained for a period of at least three (3) years.

(f) Inventory. 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.

**10. Amendments.** This Agreement may be amended by written agreement of the parties.

**11. Notices.** All notices shall be deemed to be sufficiently given if mailed, postage prepaid, by certified or registered mail, return receipt requested, addressed as follows:

*For GO Topeka:*  
GO Topeka  
120 S.E. 6<sup>th</sup> Ave.  
Topeka, KS 66603

*For JEDO:*  
City Clerk  
City of Topeka  
215 SE 7<sup>th</sup> Street



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

**13. Execution in Counterparts.** This Agreement may be signed by faxed or electronic signature, which shall be deemed to be an original signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

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

Dated: 5-12-17

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

By: Larry E. Wolgast  
Larry E. Wolgast, Chair



Attest: Brenda Younger  
Brenda Younger, City Clerk

Dated: 5-18-2017

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY

By: Matthew Pivarnik  
Matthew Pivarnik, President



## **Agenda Item No. 4D**

**JEDO Board Meeting  
September 11, 2019 - 6:00 P.M.**

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**KOMA/KORA Considerations  
for JEDO and GO Topeka**