



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

City Council Chambers
214 SE 8th Street, 2nd Floor
Topeka, Kansas

JEDO Board Members

Shawnee County Commissioners

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

City of Topeka Governing Body

Michelle De La Isla	Mayor
Karen Hiller	District No. 1
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
Neil Dobler	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 Aaron Mays

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 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 (Revised)

December 11, 2019

6:00 p.m. - City Council Chambers

214 SE 8th Street, 2nd Floor, Topeka, Kansas

1. CALL TO ORDER

2. ROLL CALL

3. ACTION ITEMS:

- A. APPROVAL of September 11, 2019 JEDO Board Meeting Minutes
- B. APPROVAL of Project Cay Incentive Agreement
- C. APPROVAL of Project Oyster Funding in the amount of \$96,000
- D. APPROVAL of Incentive Funding for Project Emerald in the amount of \$1,222,000
- E. APPROVAL of Project Lightning Incentive Agreement
- 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.
- G. APPROVAL to provide liquidated damages reimbursement in the amount of \$12,045 to HTK Architects
- H. APPROVAL of JEDO Contract Agreement for Services with GO Topeka
- I. APPROVAL of 2020 GO Topeka Public Budget and Business Plan
- J. APPROVAL of 2019-2020 Carryforward Agreement
- K. APPROVAL of Choose Topeka Funding

4. NON-ACTION ITEMS:

- A. Third Quarter Report

5. PUBLIC COMMENT

6. REMINDER: 2020 JEDO Board Meeting Dates per the JEDO Operational Rules:

- Wednesday – February 12, 2020
- Wednesday – May 13, 2020
- Wednesday – September 9, 2020
- Wednesday – December 9, 2020

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 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 and the Shawnee County web page at 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
December 11, 2019 - 6:00 P.M.**

**Approval of
September 11, 2019 JEDO
Board Meeting Minutes**

**Joint Economic Development Organization Board Minutes
September 11, 2019**

City Council Chambers, 214 SE 8th Street, Topeka, Kansas, Wednesday, September 11, 2019.

The Joint Economic Development Organization (JEDO) Board Members met at 6:00 p.m. with the following voting Board Members present: Deputy Mayor Sandra Clear and Councilmembers Tony Emerson 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.

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

Mayor De La Isla asked for a moment of silent meditation to remember the victims of September 1, 2001.

APPROVAL of Minutes from the meeting of May 8, 2019, was presented.

Councilmember Lesser moved to approve the Minutes of May 8, 2019. The motion seconded by Commissioner Cook carried unanimously. (7-0-0)

APPROVAL of JEDO 2018 Independent Auditor's Report was presented.

Jessica Lamendola, City of Topeka Administrative & Financial Services Director, gave a brief overview of the 2018 fiscal audit which includes the Independent Auditor's Report:

- Governmental Fund Balance Sheet and Statement of Net Position
- Governmental Fund Revenues
- Expenditures and Changes in Fund Balance and Statement of Activities
- Notes to the Basic 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.

Deputy Mayor Clear asked for clarification of the required supplementary information and omitted information described in the Independent Auditor's Report.

Brenda Flanagan, Summers, Spencer & Company, P.A., reported it was their opinion, the required supplementary information was not necessary to fairly present financial statement information for the JEDO Board. She stated the audit was conducted with generally-accepted and government auditing standards and was not conducted to express opinion on internal control. She noted no material weaknesses were reported during the audit.

Councilmember Hiller commended GO Topeka on their 2018 Independent Auditor's Report and noted that 2018 was the first fiscal year of transition and changes in accounting for the Greater Topeka Partnership organization. She expressed her appreciation to staff for their hard work.

- Investment Incentive of \$2,000/million in real property with a maximum of \$300,000
- Infrastructure Incentive of \$100,000 maximum for utility extensions

Commissioner Archer moved to approve Project Lightning Incentive Funding in the amount of \$1,870,000. The motion seconded by Councilmember Emerson carried unanimously. (7-0-0)

APPROVAL of Project Cay Incentive Funding in the amount of \$25,000 was presented.

Barbara Stapleton, GO Topeka Business Retention and Talent Initiatives Vice President, summarized the project and listed the following requested performance-based incentive package:

- 4 new full-time jobs over five (5) years with salary ranges depending on experience between \$30,000 and \$80,000 plus benefits
- Up to \$8,000 per new job proportionate to salary and in alignment with 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 (5) years and not to exceed \$16,000 in aggregate
- Training Incentive of \$1,000 per new employee
- Capital Investment of \$1.1 million for building purchase, improvement expenditures and equipment purchases

Commissioner Archer moved to approve Project Cay Incentive Funding in the amount of \$25,000. The motion seconded by Councilmember Lesser carried unanimously. (7-0-0)

APPROVAL of the 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, was presented.

Mayor De La Isla stated the City was requesting to defer action until further discussion on the proposal occurs.

Commissioner Archer moved to defer the reallocation of Mars incentive funds originally allocated for construction of a fire house and authorizing the JEDO Chair to execute an amendment to the original agreement dated July 27, 2011. The motion was seconded by Commissioner Cook.

Deputy Mayor Clear asked if there was a date specific for the item to be considered by the JEDO Board.

Mayor De La Isla stated a date will be determined once discussions have taken place.

The motion to defer the reallocation of Mars incentive funds originally allocated for construction of a fire house and authorizing the JEDO Chair to execute an amendment to the original agreement dated July 27, 2011 carried unanimously. (7-0-0)

- Topeka Innovation Hub Accelerator Program Governance & Startup Filtration (twice a year)
- How the program will attract and retain top talent, innovative startups and global corporations; access Silicon Valley-based venture capital; establish Topeka in the heart of the Animal Health Corridor; lead the region in innovation and support local companies who need to innovate.

Lindsay Lebahn, Forge Executive Director, commented on Forge Young Professionals of Topeka and highlighted the following year-to-date statistics and program information:

- 127 events/meetings
- 1780 people attended various events
- 1767 active members
- 27 social media member spotlights
- Washburn Internship: Bridging the Gap between Washburn University and Downtown
- Topeka Youth Council First Annual Grub Crawl
- Continue connecting with community partners

In conclusion, Molly Howey reported staff was currently working on the 2020 budget. She invited the JEDO Board to meet one-on-one with staff to review the budget to be presented for consideration at the December 11, 2019, JEDO Board meeting.

Broadband Project Update was presented.

Councilmember Jensen gave the history of the Broadband Project and reported he has been working with Tilson Technologies to identify options for broadband services and determine what internet services look like for the Topeka-Shawnee County community. He offered to discuss options on how to move forward with Shawnee County Commissioners at their next commission meeting. He stated broadband services in the County would not be feasible without subsidies and noted the Broadband Assistance Guide will be drafted once the policies are completed by both City and County entities.

Deputy Mayor Clear asked what other communities are doing to offer broadband services to all citizens.

Councilmember Hiller asked if the City and County need to establish revise or remove any policies for a solution to providing access to broadband services. She questioned if digital literacy was a factor that should be seriously considered - not just simply broadband access.

Councilmember Jensen stated other cities are using subsidies to offer internet access and he concurs with Councilmember Hiller in the possibility of the need to address digital literacy. He reported some City policies have been identified and recommendations have been given for County policies.

Commissioner Cook requested a discussion item be added to a future Shawnee County Commission meeting agenda to allow Councilmember Jensen to discuss with Commissioners what needs to be clarified and revised in County code.

DISCUSSION on GO Topeka Contract was presented.

Lazone Grays expressed concern with ensuring quality of life for City and County citizens and how the JEDO Board impacts the community as a whole.

Mayor De La Isla acknowledged Commissioner Archer's work in the community and thanked him for his support and leadership.

No further business appearing the meeting was adjourned at 7:41 p.m.

DRAFT



Agenda Item No. 3B

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

Approval of Project Cay Incentive Agreement

INCENTIVE AGREEMENT

This Incentive Agreement is effective December ___, 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 CAY

WHEREAS, PROJECT CAY 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 CAY through its affiliate is contemplating investing approximately One Million One Hundred Thousand Dollars (\$1,100,000.00) to purchase, improve and equip additional office space in Shawnee County, Kansas; and

WHEREAS, PROJECT CAY intends to expand its operations and, in the process, create four (4) full time jobs over the next approximately five (5) years; and

WHEREAS, GO TOPEKA desires to assist and promote PROJECT CAY by offering up to Twenty-Five Thousand Dollars (\$25,000.00) in employment, training and investment incentives; and

WHEREAS, PROJECT CAY 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 CAY an employment incentive of up to Sixteen Thousand Dollars (\$16,000) (the "Employment Incentive") for new Full Time Employment Positions created by PROJECT CAY over five (5) years, subject to the limitations and requirements outlined herein. The eligibility for Employment Incentive of a new Full Time Employment Position is based on annual employee compensation as follows:

<u>Annual Compensation</u>	<u>Total Employment Incentive</u>	<u>Per Year</u>
• \$30,000 - \$39,999	\$3,000	\$600
• \$40,000 - \$49,999	\$4,000	\$800
• \$50,000 - \$59,999	\$5,000	\$1,000
• \$60,000 - \$69,999	\$6,000	\$1,200
• \$70,000 - \$79,999	\$7,000	\$1,400
• \$80,000 or more	\$8,000	\$1,600

A Full Time Employment Position receiving compensation of less than \$30,000.00 annually is not eligible for an Employment Incentive.

As used in this agreement, a "Full Time Employment Position" is an employee position that includes approximately 2080 paid hours of service in Shawnee County, Kansas, during each calendar year. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, bonuses or other cash incentives paid by PROJECT CAY 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 CAY, 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 CAY 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 CAY 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 one (1) Full Time Employee employed by PROJECT CAY as of September 1, 2019.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and PROJECT CAY 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 Sixteen Thousand Dollars (\$16,000) in the aggregate. To qualify for the Employment Incentive, the Full Time Employment Positions must commence on or after September 1, 2019 and be hired and receiving compensation by December 31, 2024.

Installments of the Employment Incentive shall be available to be earned for up to five (5) consecutive years plus One Hundred Twenty-Two (122) days, with the first qualifying year beginning on September 1, 2019 (with the Employment Incentive installment relating to Full Time Employment Positions established in 2019 paid in 2020), and the last qualifying year (depending when a position was added) ending on December 31, 2024 (with the first Employment Incentive installment relating thereto paid in 2025). The Employment Incentives shall not exceed Three Thousand Four Hundred Dollars (\$3,400) 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 September 1, 2019 and December 31, 2019 will be eligible to receive the first incentive payment installment in 2020;
- New Full Time Employment Positions hired between January 1, 2020 and December 31, 2020 will be eligible to receive the first incentive payment installment in 2021;
- New Full Time Employment Positions hired between January 1, 2021 and December 31, 2021 will be eligible to receive the first incentive payment installment in 2022;
- New Full Time Employment Positions hired between January 1, 2022 and December 31, 2022 will be eligible to receive the first incentive payment installment in 2023;

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

provided, however, that PROJECT CAY 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 CAY'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 CAY hires throughout the period between January 1, 2020 and December 31, 2020 three (3) new Full Time Employment Positions receiving compensation of at least \$30,000 and one (1) new Full Time Employment Positions receiving compensation in excess of \$80,000.00, it would be eligible to receive an Employment Incentive installment in the amount of \$3,400 $[(3 \times 600) + (1 \times 1,600)]$ in 2021 upon receipt and verification of appropriate documentation.

2. Employment Incentive Calculation Documentation. When and as reasonably requested by GO TOPEKA, PROJECT CAY 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 CAY'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 CAY 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 CAY an Employee Training Incentive for up to five (5) years and One Hundred Twenty Two (122) days totaling up to, but not to exceed Four Thousand Dollars (\$4,000.00) (the "Employee Training Incentive"). GO TOPEKA shall reimburse PROJECT CAY 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 September 1, 2019 to December 31, 2024. GO TOPEKA shall not reimburse PROJECT CAY for incidental costs associated with training such as travel expenses, meals, and lodging. The Employee Training Incentive payment(s) shall be made to PROJECT CAY beginning in the first quarter of 2020 for training costs incurred in 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 CAY who holds a Full Time Employment Position is eligible for the Employee Training Incentive as described in this agreement; however, in order to be eligible for the full Employee Training Incentive provided for in this section, at least four (4) Full Time Employment Positions must be created by PROJECT CAY during the eligibility period stated herein.

4. **Real Estate and Equipment Investment Incentive.** For each Two Hundred Twenty Thousand Dollars (\$220,000.00) in expenditure for the purchase of real estate, including associated transaction costs, and the improvement thereof including purchase of equipment to be housed in its real estate located in Shawnee County, Kansas made by PROJECT CAY in Topeka, Shawnee County, Kansas up to but not to exceed a total capital investment of One Million One Hundred Thousand Dollars (\$1,100,000.00) GO TOPEKA shall pay an incentive to PROJECT CAY of One Thousand Dollars (\$1,000.00) (The "Real Estate and Equipment Investment Incentive"). The aggregate of said real estate and equipment investment incentive payments shall not exceed Five Thousand Dollars (\$5,000.00). The real estate and equipment investment incentive payments shall be made to PROJECT CAY 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 renovation of improvements thereon and the purchase of said equipment.

5. **Use of Funds.** The funds received by PROJECT CAY pursuant hereto shall be used for the purpose of purchasing and improving real estate and equipment in Shawnee County,

Kansas and for the employment and training of persons to be employed in Shawnee County, Kansas.

6. **Termination.** If PROJECT CAY fails to maintain at least a minimum of one (1) Full Time Employment Position in Shawnee County, Kansas, in any calendar year, between September 1, 2019 and December 31, 2024, (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 CAY under this Agreement.

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

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

a. PROJECT CAY 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 CAY shall provide prompt advance notice to GO TOPEKA of any material change in PROJECT CAY's ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in a default by PROJECT CAY 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 CAY 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 CAY 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 CAY.

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 CAY advance notice of any reduction of funds when practical. PROJECT CAY 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 CAY. 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 CAY 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 CAY 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 CAY 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 CAY"

By: _____

“GO TOPEKA”

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By: _____

Print Name: Molly Howey

Title: Senior V.P., Economic Development



Agenda Item No. 3C

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

**Approval of
Project Oyster Funding in
the amount of \$96,000**



MEMORANDUM

To: JEDO Board
From: Barbara Stapleton, VP Business Retention & Talent Initiatives
Date: 12.11.19
RE: Project Oyster Incentive Request

GO Topeka staff has been working with an existing company (Project Oyster) that is looking to grow and expand in our community. The Go Topeka Executive Committee approved the incentive on 9.25.19.

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

Project Oyster Summary

Industry Type: Manufacturing

Capital Investment: \$3.5M

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

Number of Jobs: up to 17 new jobs over five years

Incentive Proposal

In the growth expansion of Project Oyster in Shawnee County, Kansas, an expected addition of up to 17 new full-time jobs, with salary ranges depending on experience between \$33,000 and \$80,000 plus benefits. GO Topeka proposes up to \$8,000 per new job proportionate to salary and in alignment with our guidelines, thus the incentive paid on each job is variable in relation to pay, with a maximum paid for a single job of \$8,000. The job incentives will 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 \$68,000 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 land purchase, improvement expenditures, and equipment purchases of \$3.5 million.

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

Below is a breakdown of the proposed incentives:

\$3.5M in Capital Investments =	\$ 11,000
\$4,000 per job X 17 new jobs =	\$ 68,000
\$1,000 per new employee for training =	\$ 17,000
<u>TOTAL PROPOSED INCENTIVE =</u>	<u>\$ 96,000</u>



Agenda Item No. 3D

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

**APPROVAL of
Incentive Funding for Project Emerald**



MEMORANDUM

To: JEDO

From: Rhiannon Friedman, Business Development Manager

Date: 12.5.19

RE: Project Emerald Incentive Request

GO Topeka staff has been working with a company (Project Emerald) 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 Emerald:

- 150 new jobs - \$45,000 avg. wage + benefits
- 85k+ Square Feet
- \$68M Investment
- Up to 45 acres
- \$884M Economic Impact over 10 years

Incentives Overview:

- Free land (Up to 45 acres at Central Crossing Commerce Park)
- Training grant - \$150,000
- Employment incentive - \$675,000
- Investment incentive- \$237,000
- Infrastructure incentive - \$160,000

Total Cash Incentive to Company \$1,222,000

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
December 11, 2019 - 6:00 P.M.**

**Approval of
Project Lightning
Incentive Agreement**

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (this “Agreement”) is made and entered into as of the [] day of [], 2020 (the “Effective Date”), by and between **GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**, a Kansas non-profit corporation (“GOT”) and **[PROJECT LIGHTNING BUSINESS]**, a [] [], and its successors and assigns as permitted herein (collectively referred to herein as “Business”).

PRELIMINARY STATEMENTS

Business is a [] [] in good standing and qualified to do business under the laws of the State of Kansas. Business is contemplating a minimum investment of approximately \$200,000,000 to construct and equip an approximately 1,800,000-square-foot distribution facility (the “Facility”) at Kanza Fire Commerce Park, in the City of Topeka, Kansas (the “City”). In the event that Business constructs the Facility, Business would potentially create an estimated 300 new Full Time Jobs at the Facility. GOT desires to assist and promote Business by offering a number of incentives, as more specifically set forth herein, including real property, training grants, employment incentives, facility incentives, and infrastructure incentives. The parties wish to memorialize their agreement regarding the details of the incentives to be provided by GOT to Business in this Agreement, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of such mutual benefits and of the mutual covenants and agreements expressed herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. **Employment Incentive.**

(a) *Incentive.* GOT shall pay Business an employment incentive, as described below, for each new Full Time Job created and maintained at or serving the Facility by Business, subject to the exceptions, limitations and conditions below. For purposes of this Agreement, “Full Time Job” shall mean an employment position with Business or any of its wholly-owned or controlled affiliates (provided, however, that all Full Time Jobs described herein shall be located at the Facility regardless of whether hired by Business or an affiliate) paying a Salary, as defined below, of at least \$34,070, averaged and annualized as described below, plus benefits. As used in this Agreement, “Salary” shall mean compensation payable to an employee including vacation pay, bonuses, overtime compensation, but does not include employer-paid payroll taxes nor benefits such as employer-paid health insurance. For purposes of meeting the \$34,070 Salary requirement of this Agreement, the Salary of all Full Time Jobs submitted by Business shall be aggregated and divided by the total number of Full Time Jobs to reach an average Salary of all Full Time Jobs. Such average Salary shall be used to meet the Salary requirement of this Agreement. GOT agrees to pay Business \$3,000 (each, an “Employment Incentive” and, collectively, the “Employment Incentives”) for each Full Time Job, paid in five annual installments of \$600 each for a period of five calendar years, provided such Full Time Job is maintained in each year. Such Employment Incentives shall be paid to Business as follows: on April 30 of each year, GOT will pay

the Employment Incentive to Business for each Full Time Job created and maintained from the prior year. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, bonuses, allowances, subsidies and other cash incentives paid by Business to the Full Time Job in a calendar year but does not include benefits. Each Full Time Job must be eligible to receive health insurance benefits, at least part of the premiums of which are paid by Business (which payments shall be considered cash payments to the employee for purposes of determining such employee's Salary for purposes of this Agreement), and a limited amount of paid holiday and vacation leave. To qualify for an Employment Incentive, Business must withhold and pay all federal, state and local employment taxes attributable to a Full Time Job.

(b) *Maximum Incentive and Time Limitations.* Notwithstanding anything to the contrary herein, the maximum Employment Incentives payable hereunder shall not exceed \$180,000 in any one year or \$900,000 in the aggregate for the term of this Agreement. To qualify for the Employment Incentives, the Full Time Jobs must be in place by June 30, 2026. Installments of the Employment Incentive shall be available to be earned beginning in 2020, if Full Time Jobs are added on or before June 30, 2020, with the Employment Incentive installment relating thereto paid in 2021. No Employment Incentives will be payable pursuant to this Agreement after January 1, 2032.

(c) *Annual Incentive Payments.* GOT hereby agrees to make an incentive payment on or before April 30th of each year (beginning at the earliest in 2021 and ending at the latest in 2032) for the qualifying Full Time Jobs; provided, however, that Business must first provide GOT with the documentation relating to such employment levels as required by subsection (d) below. Payment of the Employee Incentive is subject to the terms of **Section 6(a)** below.

(d) *Annual Incentive Reporting.* Before April 1st of each year, commencing April 1, 2021 through April 1, 2026, Business shall provide a report outlining the new Full Time Jobs created and maintained from project inception. The report will contain the employer's identification number (not tax), hire date, termination date (if applicable), hours worked, wages paid, and the annualized wage if employee did not work the entire year. The annualized wage will be determined by multiplying the employee's hourly wage times 2,080 hours. For purposes of computing the Facility's average wage, all full-time wages will be annualized to ensure it meets or exceeds \$34,070. For the period from April 1, 2021 through April 1, 2031, Business must also report the number of employees each month in the calendar year to ensure the full-time jobs are maintained during the ten-year compliance period. After Business delivers the report described above for calendar year 2030 (by not later than April 1, 2031), Business shall have no further obligation to submit annual job reporting to GOT.

2. Facility Incentive.

(a) *Incentive.* GOT hereby agrees to pay Business \$2,000 (the "Facility Incentive") for every \$1,000,000 of Qualifying Facility Costs (as defined below)

expended by Business in connection with the construction and development of the Facility.

(b) *Qualifying Facility Costs.* “Qualifying Facility Costs” as used in this Agreement shall collectively mean all costs, fees and expenses incurred by Business in connection with the construction and development of the Facility, including but not limited to costs, fees and expenses to (i) acquire and/or lease the Facility, as applicable, (ii) design and master plan the Facility and any related public improvements, (iii) obtain all approvals, entitlements and permits needed to lawfully construct, use and occupy the Facility and (iv) improve and construct the Facility and any related clearing, grading, remediation, site work, paving, landscaping, irrigation and other on- or off-site work performed in connection with the same.

(c) *Maximum Incentive and Payment.* The Facility Incentive shall in no event exceed \$300,000 and is subject to the terms of **Section 6(b)** below. GOT agrees to pay the Facility Incentive to Business within 90 days of the completion of the construction of the Facility; provided, however, that Business must first provide GOT with sufficient documentation evidencing completion of the Facility, including occupancy certificates or similar evidence showing that the construction of the Facility is complete and that the Facility is operational.

3. Infrastructure Incentive.

(a) *Incentive.* GOT hereby agrees to reimburse Business (the “Infrastructure Incentive”) for all Qualifying Infrastructure Costs (as defined below) expended by Business in connection with the development of the Facility.

(b) *Qualifying Infrastructure Costs.* “Qualifying Infrastructure Costs” as used in this Agreement shall collectively mean all costs, fees and expenses incurred by Business in connection with designing and constructing infrastructure and public and private improvements to serve the Facility, including but not limited to costs, fees and expenses to (i) extend, install, construct and meter utilities such as gas, propane, electricity, solar, wind, telecommunications, uninterrupted power, water, sanitary sewer, storm sewer, storm water transport and treatment (collectively, the “Utilities”) to serve the Facility and surrounding areas, (ii) design and master plan any related public improvements, (iii) obtain all approvals, entitlements and permits needed to lawfully construct and use any infrastructure or public improvements, as applicable, and (iv) finance any related site work, paving, landscaping, irrigation and other on- or off-site work performed in connection with the construction, use and maintenance of any infrastructure or public improvements, as applicable.

(c) *Maximum Incentive and Payment.* The Infrastructure Incentive shall in no event exceed \$100,000. GOT agrees to pay the Infrastructure Incentive to Business within 90 days of the completion of the construction of the Facility; provided, however, that Business must first provide GOT with reasonable documentation evidencing completion of the Facility, including occupancy certificates or similar evidence showing that the construction of the Facility is complete and that the Facility is operational.

4. **Real Property Disposition.**

(a) *Property Donation.* GOT hereby represents and warrants to Business that GOT owns the real property and all improvements and appurtenances thereto (collectively, the "Property") legally described in the attached Exhibit A in fee, free and clear of all liens, encumbrances, occupancy rights and other interests except those filed of record. Within 30 days of Business's delivery to GOT of written notice, GOT shall transfer the Property to Business or its designee (including, without limitation, Shawnee County, Kansas (the "County")) for \$10.00 via special warranty deed (the "Deed"), subject only to matters of title approved by Business. If Business fails to provide the forgoing notice on or before the two-year anniversary of the Effective Date, upon written notice from Business or GOT this Agreement shall terminate, in which event the parties will be released from all further duties and liabilities hereunder, unless Business and GOT have agreed in writing to an extension of such two-year term. Within 30 days of GOT's provision of the JEDO Approval, as defined below, GOT shall file of record a notice, in form and substance acceptable to Business, that the Property is subject to Business's right to require conveyance of the same pursuant to this Agreement, and that GOT shall grant no competing rights or other interests in and to the Property while this Agreement is in effect. GOT will use its best efforts to assist Business in obtaining (i) any and all approvals needed to lawfully construct and operate the Facility upon the Property (including but not limited to, upon request of Business, applying for and seeking such approvals in GOT's name to the extent permitted under applicable law, provided that any application fees payable in connection with such applications shall be paid or reimbursed to GOT by Business) and (ii) a 50% reduction by the City in any and all permitting fees in connection with the development of the Facility. Business will pay all costs and expenses in connection with its acquisition of the Property (other than brokerage fees related to brokers engaged by GOT, transfer taxes and any other costs and expenses which must be paid by grantor pursuant to applicable law), and taxes, Property expenses and income will be prorated to the date of Business's acquisition of the Property. GOT will at all times be responsible for any so-called 'greenbelt' or 'rollback' taxes and any other taxes arising from any change in use of the Property.

(b) The representations, warranties and indemnity set forth in the attached Exhibit B are hereby incorporated into this Agreement.

(c) *Conveyance to the County.* Business, on a date it determines is acceptable, upon acquisition of the Property or in connection therewith, shall convey (or cause to be conveyed) the Property to the County pursuant to a special warranty deed (the "County Deed") for the purpose of causing the County to (i) lease the property back to Business pursuant to the Facility Lease (defined below) and (ii) issue certain industrial revenue bonds on behalf of Business for the purpose of effecting certain real and personal property tax abatement, as may be applicable.

(d) *Facility Construction, Site Plan and Modifications.* Attached as Exhibit C is a site plan generally depicting the Facility which Business may potentially construct on the Property in its sole and absolute discretion. The Facility must comply with all applicable laws, covenants and restrictions. Notwithstanding anything in this Agreement

to the contrary, Business may, in its sole and absolute discretion, either before or after initial construction, alter, modify, enlarge, shrink or make any other changes to the site plan and/or the Facility without the need for any consent, authorization or other approval of GOT, provided, however, that the Facility Incentive shall be decreased in the event that any modification or alteration of the site plan and/or design of the Facility by Business causes the Qualifying Facility Costs to be less than the QFC Minimum (defined below), as further detailed in **Section 6(b)** of this Agreement. Additionally, Business shall provide GOT notice of any material changes to the site plan and/or the design of the Facility to the extent the same have not already been submitted to City staff for review and approval.

(e) *Facility Lease.* The County shall lease the Property and the Facility to Business pursuant to a written building lease agreement (the “Facility Lease”), to be executed by and between the parties, in form and substance reasonably acceptable to the parties, on or after the date of the execution and delivery of the County Deed. The Facility Lease shall be for a term of 10 years (or as otherwise set forth in the Facility Lease), shall provide that Business will pay the County certain amounts, as rent, which are sufficient to pay the debt service (via book entry or otherwise) on the industrial revenue bonds issued by the County, and will provide that Business shall be responsible for payment of all expenses incurred in connection with the ownership and use of the Facility and the Property except as otherwise set forth in this Agreement or the Facility Lease. Upon the expiration of the Facility Lease, the County shall convey all of its right, title and interest in the Property and the Facility to Business or its designee for \$10.00 via special warranty deed.

(f) *Put Option.* At any time on or before the third-year anniversary of the recording of the Deed (the “Option Date”), upon 30 days written notice to GOT, Business or its designee may convey the Property back to GOT (the “Put Option”) in substantially the same condition as existed when the Property was conveyed to Business (with the exception of installed utilities or improvements on the Property which have been deemed acceptable by GOT in writing), without warranty express or implied, without the need for GOT’s consent, for \$10.00 via special warranty deed, subject to all matters of record other than monetary liens created by Business or its designee, which liens must be paid and discharged by Business or its designee prior to such conveyance. In the event that Business exercises the Put Option, Business and the County shall execute a termination of the Facility Lease and deliver the same to GOT in connection with the conveyance of the Property to GOT by Business or the County, as may be applicable at such time. Notwithstanding the forgoing, the Put Option shall expire as of the Option Date. GOT will pay all costs and expenses in connection with its acquisition of the Property (other than brokerage fees related to brokers engaged by Business, transfer taxes and any other costs and expenses which must be paid by grantor pursuant to applicable law), and taxes, Property expenses and income will be prorated to the date of GOT’s acquisition of the Property.

(g) *Call Option.* In the event that Business fails to commence construction of the Facility upon the Property on or before the Option Date, at any time after the Option Date subject to the conditions set forth below, upon 90 days written notice from GOT to

Business that GOT desires to acquire the Property, Business or its designee shall convey the Property back to GOT (the "Call Option"), in substantially the same condition as existed when the Property was conveyed to Business (with the exception of installed utilities or improvements on the Property which have been deemed acceptable by GOT in writing), without warranty express or implied, for \$10.00 via special warranty deed, subject to all matters of record other than monetary liens created by Business or its designee, which liens must be paid and discharged by Business or its designee prior to such conveyance. Notwithstanding anything in this Agreement to the contrary, prior to exercise of the Call Option, GOT shall provide written notice of the same to Business, and Business may nullify such notice and the Call Option by commencing construction of the Facility within 90 days of its receipt of such notice and completing the same within two years therefrom, subject to extension for any force majeure or other events beyond Business' reasonable control. In the event that GOT exercises the Call Option and Business fails to timely commence construction of the Facility, Business and the County shall execute a termination of the Facility Lease and deliver the same to GOT in connection with the conveyance of the Property to GOT by Business or the County, as may be applicable on such date. Notwithstanding the forgoing, the Call Option shall expire as of the five-year anniversary of Business's acquisition of the Property. GOT will pay all costs and expenses in connection with its acquisition of the Property (other than brokerage fees related to brokers engaged by Business, transfer taxes and any other costs and expenses which must be paid by grantor pursuant to applicable law), and taxes, Property expenses and income will be prorated to the date of GOT's acquisition of the Property.

(h) *Broker Compensation.* Upon exercise of either the Put Option by Business or the Call Option by GOT, Business shall reimburse GOT, in a timely manner and upon invoice, for the fee paid by GOT to the commercial real estate broker retained by Business (in the amount of \$420,000) in connection with the selection of the site for the Facility.

5. Training Incentive.

(a) *Incentive.* GOT shall reimburse Business up to \$500 per employee (the "Training Incentive") of Qualifying Training Costs (as defined below) expended by Business in connection with the training of employees employed at or in connection with the Facility.

(b) *Qualifying Training Costs.* "Qualifying Training Costs" as used in this Agreement shall collectively mean all direct costs, fees and expenses incurred by Business in connection with the verifiable costs of training, developing and educating employees, which are incurred before December 31, 2031, for or by workers employed at the Facility; provided, however, such costs shall not include incidental costs associated with training such as travel expenses, meals, and lodging.

(c) *Maximum Incentive and Payment.* The Training Incentive shall in no event exceed \$150,000 (based on a maximum of 300 employees). GOT shall pay the

Training Incentive to Business within 30 days of Business providing GOT with reasonable documentation evidencing the expenditure of Qualifying Training Costs.

6. Clawback/Termination Provisions.

(a) If Business fails to maintain at least a minimum of two hundred (200) Full Time Jobs at the Facility in any year from January 1, 2026 until December 1, 2030, tested on an annual basis based on average monthly employment for said year, the Employment Incentives to be paid to Business by GOT in the following year shall be reduced to \$-0-.

(b) If Business fails to invest, as determined upon completion of the Facility, at least one hundred fifty million dollars (\$150,000,000) of new capital investment in the construction, improvement and equipping of the Facility (the "QFC Minimum"), the amount of the Facility Incentive paid upon completion of the Facility shall be decreased by \$100 per million spent such that the Facility Incentive would be calculated based on \$1,900 x \$1 million of Qualifying Facility Costs (not to exceed \$285,000).

(c) Notwithstanding anything to the contrary herein, if Business fails to invest, by the end of calendar year 2026, at least One Hundred and Twenty-Five Million Dollars (\$125,000,000) of new capital investment in the construction of the Facility:

1. This Agreement shall terminate without any further incentives being owed by GOT to Business;

2. Business shall either:

a. Pay GOT Seven Million Dollars (\$7,000,000) for the Property; or

b. Return the Property to GOT or its designee in the same condition as existed when the Property was conveyed to Business (with the exception of installed utilities or improvements on the Property which have been deemed acceptable by GOT in writing), without warranty express or implied, for \$10.00 via special warranty deed, subject to all matters of record other than monetary liens created by Business or its designee, which liens must be paid and discharged by Business or its designee prior to such conveyance; and

3. Business shall reimburse GOT for the broker commission of \$420,000 GOT paid with respect to the initial transfer of the Property to Business.

(d) The foregoing provisions of this **Section 6** shall only be effective after the date on which the Deed is conveyed by GOT to Business (or its designee) so long as neither the Put Option or the Call Option has been exercised after that date.

7. Notices. All notices, demands, consents, and reports provided for in this Agreement must be given in writing and will be deemed received by the addressee on the day

after mailing if mailed by FedEx or other nationally-recognized overnight courier, or on the day delivered if personally delivered at the following addresses:

If to GOT: Growth Organization of Topeka/Shawnee County,
Inc.
719 South Kansas Avenue, Suite 100
Topeka, Kansas 66603
Attention: Molly Howey

With Copy to: Coffman, DeFries & Nothorn, P.A.
534 S. Kansas Ave., Suite 925
Topeka, Kansas 66603
Attention: Jeffrey A. Wiethorn

If to Business: [_____]
[_____]
[_____]
Attention: [_____]

With Copy to: Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Rich Rosenblatt

The above addresses may be changed by the appropriate party giving written notice of the change to the other party.

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

(a) Subject to the terms and conditions below, Business agrees to participate in a public event (the "Event") with GOT in the County, celebrating the new Facility and employment expansion contemplated by this Agreement. Such event will include general recognition of JEDO's (defined below) and GOT's involvement in the development of the Facility. Notwithstanding the foregoing, Business will choose the timing of the Event and GOT will comply with any reasonable request of Business as to the information disclosed during the Event.

(b) Business agrees to make every reasonable commercial effort to use (i) vendors based in the County for the purchase or procurement of the machinery and equipment for the Facility as contemplated herein (not including any machinery or equipment not readily available in the County or purchased by Business as part of an ongoing vendor relationship), (ii) contractors based in the County for the construction and improvement of the Facility and (iii) residents of the County to fill the new Full Time Jobs at the Facility, but only to the extent such residents meet Business' employment qualifications. The foregoing to be determined at all times in Business' sole and absolute discretion.

(c) This Agreement 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.

(d) 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.

(e) Time is of the essence of this Agreement.

(f) By signing this Agreement, the undersigned affirm that they have binding authority on behalf of their respective organizations to enter into this Agreement and bind their respective organizations.

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

(h) 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 this 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.

(i) 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.

(j) The parties acknowledge and agree that Business shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder without the prior written approval of GOT. Notwithstanding the forgoing, Business may assign its rights and obligations under this Agreement to any third-party under common ownership or control with Business without the prior written approval of GOT.

(k) GOT makes no representation as to the taxability or tax effect of this Agreement and the incentive payments hereunder.

(l) GOT's obligations hereunder are contingent upon the approval (the "JEDO Approval") of this Agreement by the Joint Economic Development Organization, a duly organized separate legal entity authorized by K.S.A. 12-2904(a) which was created by that certain Interlocal Agreement between the Board of County Commissioners of the County and the City dated November 1, 2001 ("JEDO").

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

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

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

(p) 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.

[Remainder of page intentionally left blank]

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

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

By _____
Molly Howey
Senior Vice President,
Economic Development

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

[PROJECT LIGHTNING BUSINESS], a
[] []

By _____
Name _____
Title _____

EXHIBIT A

LEGAL DESCRIPTION

All of Lots 1, 2 and 3, Block B, Final Plat for Kanza Fire Commerce Park, Shawnee County, Kansas

EXHIBIT B

PROPERTY DONATION REPRESENTATIONS AND WARRANTIES

GOT makes the following representations and warranties which are true and accurate as of the Effective Date and as of the date Business acquires the Property:

- (i) GOT has no knowledge of any violations or alleged violations of city, county, state, federal, building, land use, fire, health, safety, environmental, Hazardous Materials or other governmental or public agency codes, ordinances (including tax ordinances), regulations, or orders with respect to the Property or any lands adjacent to the Property.
- (ii) No litigation is pending, or, to the best of GOT's knowledge, threatened or likely with respect to the Property, GOT's interest in the Property, or that would inhibit Business obtaining clear title to the Property.
- (iii) Except as disclosed to Business in writing, there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.
- (iv) To the best of GOT's knowledge, the Property does not contain sinkholes, caverns, faults, conduits, voids, mines, or other geological anomalies which could affect the development of the Property.
- (v) Except to the extent this Agreement provides otherwise, the Property will remain in the condition existing as of the Effective Date until Business acquires the Property.
- (vi) GOT has fee title to the Property and has the full right, power and authority to convey the Property to Business in full accordance with the terms of this Agreement.
- (vii) GOT has no knowledge of any facts concerning the Property that would adversely affect the ability of Business to develop the Property as a warehouse or distribution center, including but not limited to any restrictions upon the hours, size, number or routing of truck deliveries serving the Property.
- (viii) "Hazardous Materials" shall mean those materials, substances, wastes, pollutants or contaminants which are deemed to be hazardous, toxic or radioactive and shall include but not be limited to those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or other similar designations in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act 49 U.S.C. § 1801 *et seq.*, and any other federal, state or local governmental statutes,

laws, codes, ordinances, rules, regulations and precautions, or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (ii) petroleum products or byproducts, or petroleum, including crude oil or any fraction thereof, or natural gas, natural gas liquids, liquefied natural gas, synthetic gas or mixtures of synthetic gas and natural gas; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) pesticides or herbicides.” “Contamination” or “Contaminated” means the presence of any Hazardous Material at, under, on, or emanating from the Property in a concentration which may give rise to liability or governmental agency requests or requirements for assessment, investigation, or remediation under any federal, state or local law, ordinance, requirement, rule, regulation, license, permit, judicial or administrative order, injunction, judgment or decree relating to zoning, land use or the environment. The Property is not Contaminated, nor threatened with Contamination, is in compliance with all Hazardous Material laws, rules and regulations and has never been used for a landfill, dump site, gas station, railroad, underground improvements, fruit orchard or other agricultural use, storage of Hazardous Materials, or by a manufacturer of any product or for any other industrial use, nor is the Property subject to any wetlands or other environmental limitation.

GOT will indemnify, protect, defend and hold harmless Business and its affiliates and its and their respective directors, stockholders, members, managers, officers, employees, agents, consultants, representatives, successors, transferees and assigns (collectively, the “Business Indemnified Parties”) from and against any and all liabilities, liens, losses, rights, demands, damages, expenses, causes of action, suits, fees, claims, fines, penalties, judgments, awards, injuries, sanctions, deficiencies, settlement payments, liabilities, remediation expenses, corrective action costs, and other costs (including, but not limited to, attorney's fees and costs of investigations and litigation) arising from, relating to or associated with any representations and warranties in this Exhibit C being untrue.

EXHIBIT C
PRELIMINARY SITE PLAN



Agenda Item No. 3F

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

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

MARS WRIGLEY

Confectionery

In 2011 Mars Wrigley Confectionery broke ground on our first new chocolate factory in the United States in more than 35 years. In 2014 we opened the doors to our Topeka site, confident that the site would help us fuel the growth of our business. In the five years since the first M&M'S PEANUT® & SNICKERS® bars rolled off the line we have a lot to be proud of. We have continued to grow, invest and thrive, thanks largely to the support of the Topeka community.

In 2015, just one year after opening, we announced our first expansion for \$100M which added an additional 70 jobs. Since we arrived in Topeka we have invested over \$500M and created more than 420 new jobs. Because of this access to talent, we are now the proud home of M&M'S PEANUT®, SNICKERS®, TWIX® and the only site globally that makes M&M'S CARAMEL®, our biggest innovation and product launch ever.

When our site first opened in 2014, we were very fortunate to partner closely with the state of Kansas, Shawnee County, and the City of Topeka and received a generous incentive offer. The original incentive agreement included a commitment from Mars to allocate funds to a Kanza Fire Improvement account equal to 10% of the annual tax abatement. Since late 2017, through conversations with Go Topeka, JEDO and community stakeholders, we have learned that the immediate need for the funds and development within the Kanza Fire Park has shifted.

Mars Wrigley Confectionery Topeka, in partnership with Go Topeka, has 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. We are proposing an allocation of this money to be distributed between the following areas: City of Topeka – support of future Kanza Fire development, Workforce development and community improvement, including continued downtown development.

Mars believes that the impact we are able to make is bigger than just our business and are committed to overall community improvement, ability to attract new employers, and development of the incredible talent in the greater Topeka area. We view the community as a true partner and believe that when the community thrives, we all thrive.

6. Property Tax Abatement. For each year in which BUSINESS receives a property tax abatement relating to the Facility as set forth in Section 5(g), BUSINESS shall pay to GO TOPEKA (within 60 days after the confirmation that such abatement has been applied to the BUSINESS's tax obligation relating to the Property) an amount equal to Ten Percent (10%) of such annual abatement for application by GO TOPEKA to the City of Topeka – support of future Kanza Fire development, Workforce development, and Community Improvement including continued downtown development.

FINAL

INCENTIVE AGREEMENT

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Exhibits:

Exhibit A:	Legal Description of Initial Property
Exhibit B:	Employment Incentive Fees Report Prepared by BUSINESS
Exhibit C:	Location of Water, Fire Flow, and Sewer Service Lines
Exhibit D:	Location of Water Main Line to be Installed by City of Topeka
Exhibit E:	Location of Innovation Parkway
Exhibit F:	Schedule of Funds to be Escrowed by GO TOPEKA
Exhibit G:	Form of Escrow Agreement

INCENTIVE AGREEMENT

This Incentive Agreement is effective as of July 27, 2011 (this "Agreement"), and is entered into by and among (i) GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC. ("GO TOPEKA"), (ii) MARS CHOCOLATE NORTH AMERICA, LLC, a Delaware limited liability company ("BUSINESS") and (iii) JOINT ECONOMIC DEVELOPMENT ORGANIZATION ("JEDO").

Recitals:

WHEREAS, BUSINESS is contemplating constructing a manufacturing facility in the Kanza Fire Commerce Park in Shawnee County, Kansas located on the parcel described in Exhibit A attached hereto, with an initial approximate space of Three Hundred Fifty Thousand (350,000) square feet (the "Facility"); and

WHEREAS, GO TOPEKA desires to assist and promote BUSINESS in locating its operations in the Kanza Fire Commerce Park in Topeka, Shawnee County, Kansas; and

WHEREAS, BUSINESS, acting in reliance upon the incentives set forth in this Agreement, has decided to locate its operations in the Kanza Fire Commerce Park in Topeka, Shawnee County, Kansas; and

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

WITNESSETH:

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

1. Local Employment Incentive.

- a. Employment Incentive Fee. For each new Full Time Employment Position (up to a maximum of Four Hundred Twenty-Five (425) positions) added and maintained (as required below) by BUSINESS, GO TOPEKA shall pay an incentive to BUSINESS of Six Thousand Dollars (\$6,000) (the "Employment Incentive Fee"). The aggregate of such Employment Incentive Fee shall not exceed Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000). Each Full Time Employment Position in which BUSINESS receives an Employment Incentive Fee must be maintained for a minimum of ten (10) consecutive years measuring on the January 1st immediately succeeding the year that the Full Time Employment Position is filled (i.e., If Full Time Employment Position is filled on 6/1/14, the ten consecutive year period is measured from 1/1/15-12/31/25). To be eligible for an Employment Incentive Fee, the Full Time Employment Position must be created by December 31, 2019. Each Full Time Employment Position may qualify for only one Employment Incentive. BUSINESS agrees that to the extent that it receives any Employee Incentive Fee, it shall spend at least that amount in the construction and purchase of machinery and equipment for the Facility and the renewal wind energy facility. At such time that BUSINESS has spent \$2,550,000 in the design, engineering, construction and purchase of machinery and equipment for the Facility and the renewal wind energy facility (as defined in Section 7(a) of this Agreement), BUSINESS shall be deemed to satisfy the spending requirements in this Section 1(a).

- b. Full Term Employment Position Defined. A "Full Time Employment Position" must include Two Thousand Eighty (2,080) paid hours annually at the Facility, with at least an annual base average wage of \$43,000 (when averaged against all other Full Time Employment Positions at the Facility and shall not include bonuses or over-time pay) plus benefits which at a minimum shall include health insurance of which BUSINESS shall pay a portion of the premium. A Full Time Employment Position is an employment position at the Facility for which the BUSINESS withholds and pays all federal, state and local employment taxes attributable to the employee. Nothing herein shall require that a Full Time Employment Position be held by the same person, nor shall this Agreement preclude BUSINESS from changing the title, purpose or utility of a position (as long as it meets the other requirements identified in this Section 1(b)).
- c. Timing of Payments and Reports. No later than January 31st of each year commencing on January 31, 2012 to January 31, 2030, BUSINESS shall send GO TOPEKA and JEDO a written report which provides: (i) the average number of Full Time Employment Positions maintained in the previous calendar year, (ii) the number of Full Time Employment Positions maintained on December 1st of the immediately previous calendar year, (iii) the amount of Employment Incentive Fees due and payable to BUSINESS on March 1st from GO TOPEKA as a result of new Full Time Employment Positions filled in the immediately previous calendar year, (iv) the amount of Employment Incentive Fees that will be returned to GO TOPEKA by BUSINESS pursuant to Sections 1(d) or 1(e) of this Agreement, and (v) the difference between the amounts set forth in Sections 1(c) (iii) and (iv) and the total amount of payment due to the applicable party after the offsets have been calculated. In addition, for January 31, 2015, the report shall also provide the number of Full Time Employment Positions maintained by Business on April 1, 2014 and June 1, 2014 (only if the number of Full Time Employment Positions on April 1, 2014 is less than 180). A sample of the written report that BUSINESS would provide to GO TOPEKA and JEDO is attached hereto as Exhibit B. If Employment Incentive Fees are due and payable by GO TOPEKA to BUSINESS after the calculation set forth in clause (v) above, GO TOPEKA shall pay such Employment Incentive Fees to BUSINESS no later than March 1st of each year. If Employment Incentive Fees are to be reimbursed by BUSINESS to GO TOPEKA after the calculation set forth in clause (v) above, BUSINESS shall pay such Employment Incentive Fees to GO TOPEKA no later than March 1st of each year.
- d. Minimum Employment Requirement. BUSINESS shall have at least 180 Full Time Employment Positions by April 1, 2014. If BUSINESS has less than 180 Full Time Employment Positions by April 1, 2014, it shall inform GO TOPEKA in writing and GO TOPEKA shall give BUSINESS a two calendar month cure period. If BUSINESS has less than 180 Full Time Employment Positions by June 1, 2014, BUSINESS shall reimburse GO TOPEKA for all of the Employment Incentive Fees that it had previously received no later than March 1, 2015, and BUSINESS shall not be eligible to receive any further Employment Incentive Fees.
- e. Pro-Ration of Employment Incentive Fee. If, after receiving an Employment Incentive Fee for a Full Time Employment Position, BUSINESS scales back, eliminates, or otherwise fails to maintain the Full Time Employment Position for the full ten (10) consecutive years as provided in Section 1(a), without another eligible Full Time Employment Position taking such terminated position's place no later than December 1st during the calendar year in which such terminated position occurred, BUSINESS shall refund to GO TOPEKA Ten Percent (10 %) of the Employment Incentive Fee received for such position for each year that the Full Time Employment Position is not maintained for the entire such year pursuant to Section 1(c).

Example #1: If position #1 was terminated after eight years, but there were 428 full-time positions in years nine and ten then BUSINESS would retain the entire Employment Incentive for position #1.

Example #2: If position #1 was terminated after seven years, but there were 424 full-time positions in year eight, 425 full-time positions as measured on December 1st in year nine and 424 positions in year ten, BUSINESS would remit \$600 to GO TOPEKA at the end of each of years eight and ten and would retain \$600 relating to year nine.

Example #3: If in year nine another eligible Full Time Employment Position was established, BUSINESS would receive a \$6,000 Employment Incentive Fee for such new position, provided that Employment Incentive Fees had not already been paid for 425 positions.

2. **Property Transfer Matters.**

- a. On the date which is the earlier of (i) the 30th day after the full execution of this Agreement or (y) July 29, 2011, GO TOPEKA shall transfer marketable fee simple title in and to Block "A", Lots 1 and 2, in the Kanza Fire Commerce Park, in Shawnee County, Kansas, as set forth in Exhibit A attached hereto, consisting of approximately One Hundred Fifty (150) contiguous acres (the "Initial Property") by special warranty deed to BUSINESS, free and clear of any liens or encumbrances. If the Initial Property does not include the real property in which the spur and rail yard servicing the Facility shall be located (the "Rail Yard Property"), then GO TOPEKA shall transfer to BUSINESS, marketable fee simple title to the Rail Yard Property by special warranty deed, free and clear of any liens or encumbrances, within thirty days after written request of BUSINESS. For purposes of this Agreement, the value of the Initial Property (which shall include the Rail Yard Property) is agreed to be Four Million Five Hundred Thousand Dollars (\$4,500,000).
- b. If BUSINESS notifies GO TOPEKA in writing by December 31, 2012, that BUSINESS desires to construct a wind renewable energy facility to support the Facility, GO TOPEKA shall transfer to BUSINESS no later than February 15, 2013, marketable fee simple title of approximately 40 acres of land free and clear of any liens or encumbrances, for purposes of accommodating wind renewable energy facilities to support the Facility (collectively, the "Additional Property" and with the Initial Property and the Rail Yard Property, collectively, the "Property"). The value of the Additional Property shall be agreed to by the parties at the time of transfer. If the Additional Property is not contiguous with the Initial Property, GO TOPEKA shall provide BUSINESS or its subsidiary with an access easement so that BUSINESS shall have unrestricted permanent access for vehicular traffic between the Initial Property and the Additional Property. In addition, the access easement must satisfy any conditions relating to the Property achieving BUSINESS' desired LEED certification.
- c. GO TOPEKA agrees that it shall not use eminent domain or other legal means to seize, transfer or purchase all or any portion of the Property from BUSINESS after the Facility is constructed without BUSINESS's consent which it may withhold in its sole discretion.
- d. GO TOPEKA and BUSINESS will work together in good faith to create a Declaration of Covenants, Conditions, Restrictions and Dedication of Easements that would encumber certain real estate within the Kanza Fire Commerce Park in the City of Topeka, Shawnee County, Kansas (the "Declaration") as mutually agreeable to the parties. GO TOPEKA and BUSINESS desire to

promote development within the Kanza Fire Commerce Park that is site responsive, aesthetically appropriate and consistent in character, by designing and developing the Kanza Fire Commerce Park in a manner that will result in attractive, functional and viable businesses located within the Kanza Fire Commerce Park for the City of Topeka and Shawnee County. GO TOPEKA acknowledges that the design and development of the Facility shall be used as a model for determining the appropriate covenants, conditions and restrictions that shall be part of the Declaration.

3. **Incentive Calculation Documentation.** When and as reasonably requested by GO TOPEKA, BUSINESS shall provide a third party accounting firm selected by and paid for by GO TOPEKA, with invoices relating to the purchase of equipment and machinery and other capital investment relating to the construction and operation of the Facility and relating to satisfying the conditions set forth in Section 7a(ii) of this Agreement, state tax return of BUSINESS, payroll receipts and/or time sheets for the employees employed at the Facility to establish investment in and at the Facility and employment levels for purposes of calculating Employment Incentives and monitoring BUSINESS' performance hereunder. The third party accounting firm selected by GO TOPEKA shall have the right to review the documents set forth in the immediately previous sentence but shall not have the right to request the financial statements of BUSINESS. The third party accounting firm shall then confirm to GO TOPEKA and JEDO that information reported as set forth in **Exhibit B** is accurate and whether BUSINESS has satisfied the requirements set forth in this Agreement to receive and/or retain the incentives set forth in this Agreement. If GO TOPEKA and BUSINESS disagree as to whether BUSINESS has satisfied the requirements set forth in this Agreement to receive the incentives as set forth in this Agreement, the parties agree to meet in person through their representatives selected by each respective party to try to amicably resolve the issue prior to submitting the issue to litigation.

4. **Other GO TOPEKA Incentives.** GO TOPEKA, at its sole cost and expense, shall also provide the following to (or for the benefit of) BUSINESS:

- a. Processing and installation of all water, fire flow, and sewer service lines to certain designated service points at the Facility as reasonably determined by BUSINESS, with sufficient capacity as reasonably determined by BUSINESS to support the Facility (collectively, the "**Service Lines**") GO TOPEKA estimates will cost GO TOPEKA approximately Three Hundred Sixty-Seven Thousand One Hundred Dollars (\$367,100) to process and install the Service Lines. The location of the Service Lines are shown on the attached **Exhibit C**. The Service Lines shall be installed no later than December 31, 2011. GO TOPEKA agrees that it is responsible for processing and installing the Service Lines even if the cost exceeds \$367,100, and BUSINESS acknowledges that if the cost for processing and installing the Service Lines is less than \$367,100, that GO TOPEKA shall retain such cost savings.
- b. The Facility building permit fees paid to the City of Topeka (the "**Permit Fees**") which is estimated at Two Hundred Thousand Dollars (\$200,000), based on the published schedule set by the City of Topeka ordinance. GO TOPEKA agrees that it is responsible for paying the Permit Fees even if the cost exceeds \$200,000, and BUSINESS acknowledges that if the Permit Fees are less than \$200,000, that GO TOPEKA shall retain such cost savings.
- c. The cost of water and sewer connection fees for the Facility (the "**Connection Fees**") which is estimated at Thirty Thousand Dollars (\$30,000), based on the published schedule set by the City of Topeka ordinance. GO TOPEKA agrees that it is responsible for paying the Connection Fees even if the cost exceeds \$30,000, and BUSINESS acknowledges that if the Connection Fees are less than \$30,000, that GO TOPEKA shall retain such cost savings.

- d. Two Million Four Hundred Thousand Dollars (\$2,400,000) payable to BUSINESS within thirty (30) days after written request from BUSINESS for such funds. BUSINESS does not need to provide invoices or other documentation at the time it requests and receives these funds. The funds shall be used toward the costs of installing railroad infrastructure for the Facility, including the required sidings and main switch that meet the Burlington Northern Santa Fe ("BNSF") design guidelines; construction of renewable energy capacity and/or rates to serve the Facility; and as a reserve fund that may be allocated to any need directly associated with constructing or making the Facility operational as determined by BUSINESS, including the renewable energy capacity and/or rates. BUSINESS may direct that GO TOPEKA pay BUSINESS's contractors directly with the funds or request that BUSINESS be paid the funds directly. At such time that a certificate of occupancy for the Facility is issued and the Facility is at least Three Hundred Fifty Thousand (350,000) square feet, BUSINESS shall be deemed to have satisfied the requirement that the \$2,400,000 be used for the purposes set forth in this Section 4(d).
 - e. One Million Seven Hundred Thousand Dollars (\$1,700,000), to be paid by GO TOPEKA to the Washburn Institute of Technology, for the training of key Facility positions, pursuant to an agreement by and among BUSINESS, GO TOPEKA and the Washburn Institute of Technology.
 - f. In addition to the foregoing, GO TOPEKA shall use its best efforts (by working with the County and landowners) to zone the real property within an approximately two (2) miles straight line radius from the boundary line of the Initial Property and within an approximately one (1) mile straight line radius from the boundary line of the Additional Property for only commercial and industrial uses. These zoning restrictions shall be established by no later than June 1, 2012 for the Initial Property and a date mutually agreeable to the parties for the Additional Property. Notwithstanding the foregoing, the real property used as of the date hereof for residential purposes relating to the two mile radius around the Initial Property will not be so restricted; provided that no additional residential improvements may be built on such property ("Existing Residential Homes"). If GO TOPEKA is unable to rezone the real property within an one mile straight line radius from the boundary of the Property (the "One Mile Radius Properties") for only commercial or industrial use by June 1, 2012 for the Initial Property and by a mutually agreeable date for the Additional Property, GO TOPEKA shall use its best efforts to purchase at commercially reasonable rates by December 31, 2012 for the Initial Property and a mutually agreeable date for the Additional Property, the residential development rights for the One Mile Radius Properties which are not Existing Residential Homes.
 - g. If GO TOPEKA has cost savings in implementing any of its estimated incentives (such as in Sections 4(a), 4(b) or 4(c)) or if BUSINESS informs GO TOPEKA in writing that it does not anticipate using the entire incentive set forth in a certain provision of this Agreement (collectively, "Incentive Cost Savings"), GO TOPEKA has the right to use such Incentive Cost Savings to fund its obligations under this Agreement.
5. **Other Incentives.** In addition to the foregoing, the parties understand BUSINESS would qualify for the following incentives not administered or controlled by GO TOPEKA, and confirmation by BUSINESS of such qualification for all such incentives and self-help rights for BUSINESS to provide it with protection that such incentives shall be timely delivered shall be a condition of BUSINESS proceeding with the contemplated development of Facility:
- a. Installation by the City of Topeka, at GO TOPEKA's cost, of a twelve (12) inch water main along the west side of the BNSF rail from Gary Ormsby Drive to Innovation Parkway. The lines are shown on the attached Exhibit D. The construction of this water main shall be completed by December 9, 2011.

- b. Washburn Institute of Technology has proposed the training program pursuant to the funds that it receives from GO TOPEKA pursuant to Section 4(e).
- c. Three Million Dollars (\$3,000,000) by the Kansas Department of Transportation ("KDOT") for the construction and completion of a three lane industrial grade street to be known as Innovation Parkway which location is outlined on Exhibit E. The construction of Innovation Parkway shall be completed by October 5, 2012.
- d. Three Hundred Thousand Dollars (\$300,000) from the Kansas Economic Opportunity Initiatives Fund ("KEOIF") and Eight Hundred Thousand Dollars (\$800,000) from the Kansas Department of Commerce ("KDOC") for renewable energy capacity to serve the Facility.
- e. One Million One Hundred Thousand Dollars (\$1,100,000) by KDOT for the rail infrastructure to serve the Facility.
- f. The KDOC, through the Kansas Partnership Fund, shall also contribute a low interest negotiable loan, in an amount up to Seven Hundred Fifty Thousand Dollars (\$750,000), to local governmental jurisdiction, to support infrastructure needs of the Facility to be installed by such local governmental jurisdiction.
- g. Annual real property tax abatement relating to the Property is estimated at Three Million Six Hundred Thousand Dollars (\$3,600,000) to Five Million Nine Hundred Thousand Dollars (\$5,900,000) depending on the size of BUSINESS' capital investment. BUSINESS shall receive the annual real property tax abatement for the ten (10) year period commencing the year that the Facility is fully operational (tax abatement period estimated to be 2013-2023).
- h. Westar Energy, Inc., has proposed pursuing a new renewable energy tariff providing a 30% discount (if Facility receives Platinum LEED certification), 25% discount (if Facility receives Gold LEED certification) and 20% discount (if Facility receives Silver LEED certification) over 20 years for qualifying LEED facilities, but this is subject to approval of the Kansas Corporation Commission.
- i. Westar Energy, Inc., is also proposing a five-year rate discount on the traditional tariff starting at 10% in year 1 (first year BUSINESS achieves at least 7 MW of load) and reducing 200 basis points annually each year, phasing out after five years, but this is subject to approval by the Kansas Corporation Commission.
- j. BNSF will provide BUSINESS with \$100 per inbound rail car to cover the cost of the main line switch, but not to exceed \$300,000. This incentive fee would be paid over the period of three years or until the cost of the switch is fully reimbursed (whichever comes first). BUSINESS has the right to off-set any monies due to BNSF with this incentive fee.
- k. Nordic Windpower USA and two solar developers have proposed providing two megawatts of renewable energy devoted to the Facility.
- l. The Kansas Department of Commerce has outlined a number of other incentives in its Incentive Overview dated January 6, 2011 to GO TOPEKA relating to the Facility, and are additional incentives not otherwise provided in this Agreement.

- m. Processing and installation of all electric service to certain designated service points at the Facility, with sufficient capacity to support the Facility to be provided and paid for by Westar Energy.
- n. Processing and installation of all gas service to certain designated service points at the Facility, with sufficient capacity to support the Facility to be provided and paid for by Kansas Gas Service.
- o. Processing and installation of all telephone and cable and/or FIOS service to certain designated service points at the Facility, with sufficient capacity to support the Facility to be provided and paid for by the applicable telephone/cable and/or FIOS company.

Each of these benefits, programs and/or services are important to BUSINESS's decision to enter into this Agreement. GO TOPEKA agrees to cooperate in and facilitate BUSINESS's efforts in accessing each of the incentives set forth in this Section 5.

6. **Property Tax Abatement.** For each year in which BUSINESS receives a property tax abatement relating to the Facility as set forth in Section 5(g), BUSINESS shall pay to GO TOPEKA (within 60 days after the confirmation that such abatement has been applied to the BUSINESS's tax obligation relating to the Property) an amount equal to Ten Percent (10%) of such annual abatement for application by GO TOPEKA to the sustainability of improvements in the Kanza Fire Commerce Park and the construction and operation of a fire house and fire department which would serve the Facility.

7. **Default of Business.**

- a. An Event of Default by BUSINESS shall occur if any of the following conditions exist and BUSINESS has not cured such default within ninety (90) days following written notice from GO TOPEKA of such default:
 - i. BUSINESS fails to maintain at least a minimum of an average of One Hundred (180) Full Time Employment Positions at the Facility for each of the calendar years 2015-2025 (the "Minimum Required Employment Positions;"), with the average Full Time Employment Positions separately measured each calendar year; or
 - ii. BUSINESS fails to invest, by December 31, 2015, at least Two Hundred Seventy Million Dollars (\$270,000,000) of new capital investment in the design, engineering, and construction of the Facility and the renewal wind energy facility and the design, engineering, purchase, installation and operation of machinery and equipment in or at the Facility or the renewal wind energy facility (collectively, "Total Project Costs"). BUSINESS's placement of a purchase order by December 31, 2015, shall count as investment in Total Project Costs.

"Total Project Costs" in clause (ii) above shall include, but not be limited to all hard and soft costs and expenses in connection with land acquisition, the development, design, engineering, construction and operation of the Facility and the renewal wind energy facility and any other part of this project and the design, engineering, purchase, installation and operation of the machinery and equipment to be used in connection with the Facility and the renewal wind energy facility incurred by BUSINESS or its affiliates, including (A) amounts due to all third-parties (i.e. architects, engineers, contractors, accountants, attorneys and consultants), (B) all costs incurred to discharge any liens against the Facility or the renewal wind energy facility, (C) all costs incurred in obtaining all governmental approvals necessary

to receive a certificate of occupancy for such Facility, (D) all expenses set forth in the development budget for the Facility, which includes: all real estate taxes (if not abated), insurance, interest and financing fees (or imputed interest if BUSINESS finances the project itself), (E) the total value of all contracts, as may be increased by change orders or authorizations, for all third-party design professional services for the Facility and the renewal wind energy facility, including, but not limited to, engineers, architects and their respective subconsultants that provide architectural, engineering, structural, mechanical, electrical and plumbing/fire protection, acoustical, geotechnical, environmental, landscaping, transportation, logistics, LEED, Building Information Modeling, or other design consulting services; (F) the total value of all contracts and purchase orders, as may be increased by change orders, for the construction management and pre-construction and construction of the Facility and the renewal wind energy facility, including all construction manager and trade contractor fees, costs, allowances, general conditions, incentive bonuses and contingencies; (G) the total value all materials and supplies used in, or under contract for, the construction of the Facility and the renewal wind energy facility; (H) insurance, bonds, legal and accounting fees and costs for the Facility and the renewal wind energy facility, (I) utility and telecommunications costs incurred by the Facility or other parts of the project and paid by BUSINESS or its affiliates and not paid by GO TOPEKA, and (J) all internal costs incurred by BUSINESS relating to the design, engineering and construction of the Facility and the renewal wind energy facility and the machinery and equipment relating to the Facility, that are allocated to this project by BUSINESS and which would not otherwise be incurred by BUSINESS.

- b. If BUSINESS maintains at least the Minimum Required Employment Positions, but fails to maintain positions for which it received an Employment Incentive Fee, timely repayment of that Employment Incentive Fee (or the proportionate amount thereof) as required by Section 1 shall be sufficient to avoid a default hereunder. If BUSINESS is in default under Section 7(a)(i) for failure to maintain the Minimum Required Employment Positions, such default shall not preclude or otherwise relieve BUSINESS from also repaying the Employment Incentives Fee for positions that were not maintained as required pursuant to Section 1.
- c. BUSINESS shall be deemed to be in default under this Agreement for provisions other than Section 7 (an "Event of Default by BUSINESS") in the event BUSINESS shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by BUSINESS, and such failure shall continue (i) for a period of ten (10) business days after BUSINESS receives written notice from GO TOPEKA specifying the default in case of monetary defaults or (ii) for a period of thirty (30) days after BUSINESS receives written notice from GO TOPEKA in the case of non-monetary defaults; provided, however, that if such non-monetary default cannot be cured within such thirty (30) day period, then BUSINESS shall be entitled to such additional time as shall be reasonable, provided BUSINESS is capable of curing same, has promptly proceeded to commence cure of such default within said period, and thereafter diligently prosecutes the cure to completion; provided, however, that in no event shall such additional time exceed ninety (90) days.

8. GO TOPEKA Default Remedies.

- a. In the event that by January 1, 2015, BUSINESS elects not to build the core manufacturing facility with an initial approximate space of no less than 350,000 square feet ("Core Facility") after the Property has been transferred to BUSINESS or its subsidiary, BUSINESS or its subsidiary, as applicable, shall: (i) promptly transfer the Property back to GO TOPEKA in the same condition as it received the Property, free and clear of any liens or encumbrances caused by BUSINESS, (ii) repay any Employee Incentive Fee that it received, (iii) repay the amount that had been actually paid by GO TOPEKA to BUSINESS or on its behalf pursuant to Section 4(d)

of this Agreement (\$2,400,000), and (iv) repay the amount that had been actually paid by GO TOPEKA under Section 4(b) for the Permit Fees in an amount not to exceed \$200,000.

- b. If an Event of Default occurs under Section 7(a)(ii) of this Agreement, BUSINESS shall (i) repay any Employee Incentive Fee that it has received and shall no longer be eligible to receive the Employee Incentive Fee set forth in Section 1, (ii) repay the amount that had been actually paid by GO TOPEKA to BUSINESS or on its behalf pursuant to Section 4(d) of this Agreement (\$2,400,000), (iii) repay the amount that had been actually paid by GO TOPEKA under Section 4(b) for the Permit Fees in an amount not to exceed \$200,000, and (iv) Business shall have the option to either (1) promptly transfer the Property back to GO TOPEKA in the same condition as it received the Property, free and clear of any liens or encumbrances caused by BUSINESS, or (2) pay GO TOPEKA the lesser of (x) the appraised value of the Property (which value shall exclude any improvements paid by BUSINESS or its affiliates) as determined by an appraiser mutually agreeable to GO TOPEKA and BUSINESS plus the demolition cost of removing the Facility from the Initial Property (the "Demolition Costs"), or (y) Four Million Five Hundred Thousand Dollars (\$4,500,000) for the Initial Property and the value of the Additional Property as determined by the parties at the time of the Additional Property transfer to BUSINESS.
- c. If an Event of Default occurs under Section 7(a)(i) of this Agreement, BUSINESS shall repay to GO TOPEKA a proportion (defined below) of (1) the Employment Incentive Fee, (2) the lesser of (x) the appraised value of the Property (which value shall exclude any improvements paid by BUSINESS or its affiliates) as determined by an appraiser mutually agreeable to GO TOPEKA and BUSINESS plus the Demolition Costs, or (y) Four Million Five Hundred Thousand Dollars (\$4,500,000) for the Initial Property and the value of the Additional Property as determined by the parties at the time of the Additional Property transfer to BUSINESS, and (3) the amount that had been actually paid by GO TOPEKA to BUSINESS or on its behalf pursuant to Section 4(d) of this Agreement (\$2,400,000). The repayment proportion shall be calculated by multiplying the foregoing amounts by a fraction, the numerator of which shall be the number of years (including the year of the Event of Default) left in the expected Ten (10) year performance period when the Event of Default occurs, which performance period begins on January 1, 2015. The denominator of such fraction is "10."

For example, if the Employment Incentive Fee of \$2,550,000 has been received, the Additional Property is valued at Five Hundred Thousand Dollars (\$500,000) at the time of the transfer, the appraised value of the Property is \$4,400,000, the entire Two Million Four Hundred Thousand Dollars (\$2,400,000) has been expended in accordance with Section 4(d), and an Event of Default occurs in May 2021, the repayment amount will be:

$$4/10 * \$9,350,000 = \$3,740,000.$$

[Where $\$9,350,000 = \$2,550,000 + \$4,400,000 + \$2,400,000$, and where the numerator is calculated based on the fact that years 2015 through 2020 are complete, leaving 4 years.]

- d. In the event that BUSINESS elects not to build the Core Facility or BUSINESS defaults under this Agreement for any reason whatsoever, BUSINESS shall not be liable for any damages or be liable to reimburse GO TOPEKA, JEDO or any other party for any funds spent by such party in anticipation of the operation of the Facility as set for in Sections 4(a) (water/fire/sewer lines), 4(c) (water/sewer connection fees), 4(e) (Washburn Institute of Technology) and 4(f) (zoning) and Section 5.

- e. If BUSINESS elects to receive the Additional Property and does in fact receive the Additional Property, but does not commence the construction of a functional renewal wind energy facility thereon by December 31, 2013, BUSINESS shall either (i) deed the Additional Property back to GO TOPEKA, subject only to the easements, liens, covenants and restrictions of record and zoning regulations that were in place when received by BUSINESS, or (ii) if BUSINESS still plans to develop a functional renewal wind energy facility on the Additional Property, BUSINESS may reimburse GO TOPEKA for the lesser of (x) the appraised value of the Additional Property (which value shall exclude any improvements paid by BUSINESS or its affiliates) as determined by an appraiser mutually agreeable to GO TOPEKA and BUSINESS or (y) the value of the Additional Property as determined by the parties at the time of the Additional Property transfer to BUSINESS.
 - f. If an Event of Default occurs by BUSINESS under this Agreement, GO TOPEKA and JEDO shall have no further obligations under this Agreement, such as to make incentive or other payments, transfers or efforts to or for the benefit of BUSINESS.
 - g. GO TOPEKA and JEDO shall not be entitled to specific performance as a result of an Event of Default by BUSINESS under this Agreement. For Events of Default relating to Section 7(a) of this Agreement, GO TOPEKA's remedies are set forth exclusively in Sections 8(a), 8(b), 8(c), 8(d), 8(e) and 8(f). For Events of Default of BUSINESS that are other than Events of Default relating to Section 7(a) of this Agreement, the remedy set forth in Section 8(f) shall be in addition to any other remedies BUSINESS may have under applicable law.
9. **Default by GO TOPEKA.** GO TOPEKA shall be deemed to be in default under this Agreement (an "Event of Default by GO TOPEKA") in the event GO TOPEKA shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by GO TOPEKA and such failure shall continue (i) for a period of ten (10) business days after written notice thereof by BUSINESS to GO TOPEKA in case of monetary defaults, or (ii) for a period of thirty (30) days after written notice thereof by BUSINESS to GO TOPEKA in the case of non-monetary defaults; provided, however, if such default cannot be cured within such thirty (30) day period, then GO TOPEKA shall be entitled to such additional time as shall be reasonable, provided that GO TOPEKA is capable of curing same, has promptly proceeded to commence cure of such default within said period, and thereafter diligently prosecutes the cure to completion; provided, however, that in no event shall such additional time to cure non-monetary defaults exceed ninety (90) days.
10. **BUSINESS Default Remedies.**
- a. Upon the occurrence of an Event of Default by GO TOPEKA under this Agreement, BUSINESS shall be entitled to exercise its rights at law or in equity, including the right to (i) compel specific performance of GO TOPEKA's and/or JEDO's obligations hereunder, (ii) self-help rights set forth in Section 10(c) of this Agreement, or (iii) to terminate this Agreement and to recover any amounts owed to BUSINESS under this Agreement. The remedies set forth in Section 10 shall be in addition to any other remedies BUSINESS may have under applicable law.
 - b. If GO TOPEKA has defaulted on any of its obligations under this Agreement or if BUSINESS has not received the benefits of the incentives set forth in Sections 5(a), 5(h), 5(i), 5(j), 5(m), 5(n) or 5(o) of this Agreement, BUSINESS shall have the right to set-off the abatement payment due to GO TOPEKA under Section 6 (Property Tax Abatement) and any payments due to GO TOPEKA under this Agreement by the amount needed to satisfy GO TOPEKA's obligations under this Agreement and the amount needed to satisfy the incentives promised to BUSINESS under Sections 5(a), 5(h), 5(i), 5(j), 5(m), 5(n) or 5(o) of this Agreement. If permitted by all of

the parties in the agreements set forth in Sections 5(a), 5(h), 5(i), 5(j), 5(m), 5(n) or 5(o) of this Agreement, GO TOPEKA shall be a third party beneficiary of such agreements; provided that GO TOPEKA's actions to enforce such agreements on behalf of BUSINESS shall not interfere with the enforcement of such agreements by BUSINESS.

- c. If an Event of Default by GO TOPEKA occurs under Sections 4(a), 4(b), 4(c), or 4(e) of this Agreement, BUSINESS may, without waiving any claim for breach of agreement, cure such default for the account of GO TOPEKA and make all necessary payments in connection therewith, including but not limited to, reasonable attorneys' fees, costs, or charges in connection with any legal action that may have been brought, with interest thereon at six percent (6%) per annum. BUSINESS shall have the right to offset such costs against any payments due and owing under this Agreement to GO TOPEKA, until fully reimbursed.
- d. If an Event of Default occurs by GO TOPEKA or JEDO under this Agreement, BUSINESS shall have no further obligations under this Agreement, including, without limitation, any obligations to make any payments, transfers of real property or efforts to or for the benefit of GO TOPEKA or JEDO.

11. **Escrow and JEDO Obligation.**

- a. GO TOPEKA's obligations hereunder are within its budget and expected funding stream. Notwithstanding the foregoing, GO TOPEKA's obligations hereunder are contingent upon the continued funding of GO TOPEKA at adequate levels through a portion of the Shawnee County, Kansas, retailer's sales tax and/or by the local Joint Economic Development Organization ("JEDO"). Commencing on July 20, 2011, GO TOPEKA agrees that it will escrow funds on the 20th day of July, October, January, and April with First American Title Insurance Company, National Commercial Services ("Escrow Agent"), that it receives from the Shawnee County, Kansas, retailers' sales tax (the "Escrowed Funds") to fulfill its obligations under this Agreement pursuant to the payment schedule attached hereto as **Exhibit F**. The Escrowed Funds will be held in escrow pursuant to an Escrow Agreement by and among GO TOPEKA, JEDO, BUSINESS and Escrow Agent attached hereto as **Exhibit G**. The Escrow Agent shall disburse the Escrowed Funds to BUSINESS within ten (10) business days after receiving a written request from BUSINESS provided that GO TOPEKA does not object in writing to such disbursement within five (5) business days after receipt of such request from Escrow Agent. GO TOPEKA shall timely fund its obligations under this Agreement even if there are not adequate Escrowed Funds to satisfy such obligations. If GO TOPEKA funds its obligations with monies that are not held in escrow ("**Non-Escrowed Funds**"), then the payment schedule attached hereto as **Exhibit F** shall be modified to the extent that the Non-Escrowed Funds shall reduce the last Escrowed Funds which are due under the payment schedule. *For example*, if GO TOPEKA is required to pay BUSINESS for 212 Full Time Employment Positions in 2012 (rather than the 106 Full Time Employment Positions budgeted in **Exhibit F**), GO TOPEKA would not need to deposit Escrowed Funds for the 106 Full Time Employment Positions budgeted for 2015 since this obligation would have already been satisfied. The Escrow Agent shall disburse the Escrowed Funds to GO TOPEKA within ten (10) business days after receiving a written statement from GO TOPEKA that an Event of Default of BUSINESS has occurred under this Agreement and that GO TOPEKA is entitled to reimbursement of the Escrowed Funds pursuant to this Agreement; provided that BUSINESS does not object in writing to such disbursement within five (5) business days after receipt of such request from Escrow Agent.

- b. JEDO agrees that to the extent that GO TOPEKA is unable to meet its financial obligations under this Agreement to BUSINESS that JEDO shall be obligated to BUSINESS to satisfy GO TOPEKA's financial obligations and shall satisfy such funding obligations to BUSINESS.

12. **Notices.** All notices, demands, consents, approvals, and requests given by either party to the other hereunder shall be in writing and shall be sent by hand delivery, by a nationally recognized overnight courier, or by facsimile (provided that facsimile notices are also promptly delivered by hand or by a nationally recognized overnight courier), to the parties at the following addresses:

To: GO TOPEKA:

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.
120 SE 6th Avenue, Suite 110
Topeka, KS 66603-3515
Phone: (785) 234-2644
FAX: (785) 234-8656
Contact Person/Title: Steve Jenkins,
Senior Vice President-Economic Development

With a copy to:

Coffman, Defries & Nothern, P.A.
534 S. Kansas Ave., Suite 925
Topeka, KS 66603-3407
Attention: Jeffrey A. Wietharn, Esq.
Facsimile: (785) 234-3363

To: BUSINESS:

Mars Chocolate North America, LLC
800 High Street
Hackettstown, NJ 07840
Attention: Edgar Pew, Esq., Associate General Counsel

With a copy to, upon completion of the Facility:

Mars Chocolate North America, LLC
[insert street address of Facility]
Topeka, KS 66603
Attention: Plant Manager

With a copy to:

Bevan, Mosca, Giuditta & Zarillo, P.C.
222 Mount Airy Road, Suite 200
Basking Ridge, NJ 07920
Attention: Alexandra R. Bratsafolis, Esq. and Richard A. Giuditta, Jr., Esq.
Facsimile: (908) 848-6432

With a copy to:

Arent Fox LLP
1050 Connecticut Avenue, N.W.
Washington, DC 20036
Attention: Kimberly A. Wachen, Esq.
Facsimile: (202) 857-6395

To: JEDO:

JOINT ECONOMIC DEVELOPMENT ORGANIZATION
c/o Richard Eckert, Shawnee County Counselor
200 SE 7th St. Room 100
Topeka, KS 66603-3971

With a copy to:

Attn: City Attorney
215 SE 7th, Room 353
Topeka, KS 66603-3914

or to such other address and to the attention of such other person as either party may from time to time designate in writing. Notices properly given as described above shall be effective upon receipt or, if received on a date that is not a business day or after normal business hours in the location delivered, the following business day. Refusal to accept delivery shall constitute receipt.

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

- a. BUSINESS shall have a one time right to delay the construction and operation of the Facility for a period not to exceed twenty-four (24) months by notifying GO TOPEKA of such delay in writing by no later than December 31, 2013. All time periods in this Agreement shall be extended by the extension of time set forth in BUSINESS's notice (the "Extension Period"). Notwithstanding the foregoing, the time periods and the amount to be escrowed set forth in Section 11(a) and Schedule F attached hereto for GO TOPEKA to escrow funds shall not be extended unless there has been an extension of the Shawnee County, Kansas retailers' sales tax in the amount of one-half of one cents past December 31, 2016 for the amount of the Extension Period. If BUSINESS exercises its rights to delay the construction and operation of the Facility by twelve (12) months or greater pursuant to this Section 13(a) and if GO TOPEKA can demonstrate to the satisfaction of BUSINESS, in its sole discretion, that GO TOPEKA would be able to escrow all of the funds relating to the Washburn Institute of Technology incentive set forth in Section 4(e) which were originally scheduled to be funded in 2011 and 2012 pursuant to Schedule F, to the years 2012 and 2013 with such escrowed funds to be deposited quarterly in the amounts to be determined by BUSINESS so that by December 31, 2013, the \$1,700,000 incentive fee set forth in Section 4(e) would be fully escrowed.
- b. BUSINESS agrees to participate in a public event with GO TOPEKA at the Facility celebrating the location of the Facility and employment expansion contemplated by this Agreement at such date and time mutually agreeable to the parties. Such event would include general recognition of GO TOPEKA's involvement in the project and BUSINESS shall determine in its sole discretion its representatives from the BUSINESS to appear at such event.

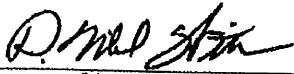
- c. The parties agree that no public release or announcement concerning this Agreement, the agreements contemplated in Section 5, the Facility, the project or anything that could create an obligation for BUSINESS shall be issued by any party without the prior written consent of the other party, except as required by law or applicable regulations. GO TOPEKA agrees that it will obtain the consent from a Senior Manager of Mars Chocolate Corporate Affairs on all external or public announcements and releases relating to the Facility or this Agreement. If GO TOPEKA receives the consent of Mars Chocolate Corporate Affairs Senior Manager relating to a public release or announcement relating to the Facility or this Agreement, then BUSINESS shall be deemed to consent under this Section 13(c). As of the date of this Agreement, Jessica Graves (contact information: Jessica.graves@effem.com, 908-619-0782) is the Mars Chocolate Corporate Affairs Senior Manager who should be contacted by GO TOPEKA for purposes of this Section 13(c).
- d. This Agreement and the agreements contemplated under Section 5 (Other Incentives) contain the entire agreements reached between the parties hereto with respect to the subject matter hereof, and this Agreement 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. In the event if 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 entities 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 BUSINESS shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder, without the prior written approval of GO TOPEKA.
- l. GO TOPEKA makes no representation as to the taxability or tax effect of this Agreement and the incentive payments hereunder.
- m. In carrying out the terms and provisions of this Agreement, BUSINESS shall not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive or provide services because of race, color, religion, sex, age, disability, national origin or any other status protected by applicable federal or state law or local ordinance.

- n. 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.
- o. Nothing herein contained shall be construed or held to make any party a partner, joint venturer or associate of another party in the conduct of its business, nor shall either party be deemed the agent of the other. It being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
- p. 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.
- q. All incentives contemplated under this Incentive Agreement are for the sole purpose of inducing BUSINESS to locate its operations in Topeka, Shawnee County, Kansas, and to expand the Facility in the future. GO TOPEKA, JEDO, KDOT, KEOIF, KDOC and any other governmental entity are not providing the incentives in consideration for any goods or services rendered or as a subsidy. Moreover, any payments made by non-governmental entities unrelated to BUSINESS or its affiliates or subsidiaries provide only indirect and intangible benefits to the payors and were not made to achieve a business purpose of the payor.
- r. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect whatsoever in construing the provisions of this Agreement.
- s. BUSINESS understands the importance of local sourcing. The design, engineering and construction of the Facility; the design, engineering, and installation of the machinery and equipment; and other portions of this project relating to the Facility are highly proprietary and specialized. As a result BUSINESS shall only be obligated to hire or use those companies or people that BUSINESS believes, in its sole discretion, meet the strict qualifications necessary to complete the work or obtain the materials necessary to meet BUSINESS's standards and qualifications. BUSINESS will work with local companies and people when appropriate and consistent with BUSINESS's standards and qualifications.
- t. There shall be no third party beneficiaries to this Agreement and no party other than GO TOPEKA, JEDO and BUSINESS and its affiliates shall have any rights under this Agreement.

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

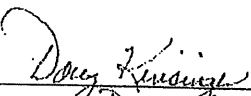
"BUSINESS"

MARS CHOCOLATE NORTH AMERICA, LLC
A Delaware limited liability company

By: 
Name: D. Michael Witman
Title: V.P. Supply

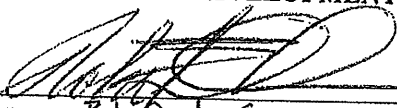
"GO TOPEKA"

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By: 
Name: Doug Kinsinger
Title: President

"JEDO"

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

By: 
Name: Bob Archer
Title: Presiding Officer

FINAL

Exhibit A

Legal Description of Initial Property

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN BOOK 4760, PAGE 251 RECORDED DECEMBER 1, 2009 AND BOOK 4761, PAGE 68 RECORDED DECEMBER 2, 2009 AND ALSO BOOK 4774, PAGE 165 RECORDED JANUARY 25, 2010 ALL IN THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS, SHAWNEE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF SOUTH 88 DEGREES 31 MINUTES 48 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 195.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY; THENCE SOUTH 16 DEGREES 11 MINUTES 04 SECONDS WEST, COINCIDENT WITH SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 16 DEGREES 11 MINUTES 04 SECONDS WEST, COINCIDENT WITH SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2670.54 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 32 SECONDS WEST, BEING 57.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1357.37 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE ON SAID CURVE HAVING A RADIUS OF 947.50 FEET A CENTRAL ANGLE OF 54 DEGREES 09 MINUTES 09 SECONDS, AN ARC LENGTH OF 895.52 FEET; THENCE NORTH 37 DEGREES 25 MINUTES 19 SECONDS WEST, A DISTANCE OF 1074.47 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S.W. GARY ORMSBY DRIVE; THENCE COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE, ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1706.04 FEET, A CENTRAL ANGLE OF 11 DEGREES 34 MINUTES 06 SECONDS, (WHOSE CHORD BEARS NORTH 45 DEGREES 01 MINUTES 50 SECONDS EAST, 343.87 FEET), AN ARC LENGTH OF 344.46 FEET; THENCE NORTH 39 DEGREES 14 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 393.67 FEET; THENCE NORTH 42 DEGREES 40 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 164.34 FEET; THENCE NORTH 37 DEGREES 14 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 280.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE ON SAID CURVE HAVING A RADIUS OF 1246.72 FEET, A CENTRAL ANGLE OF 32 DEGREES 59 MINUTES 50 SECONDS, (WHOSE CHORD BEARS NORTH 55 DEGREES 44 MINUTES 38 SECONDS EAST, 708.12 FEET), AN ARC LENGTH OF 718.00 FEET; THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1147.50 FEET, A CENTRAL ANGLE OF 13 DEGREES 42 MINUTES 22 SECONDS, (WHOSE CHORD BEARS NORTH 81 DEGREES 40 MINUTES 37 SECONDS EAST, 273.85 FEET), AN ARC LENGTH OF 274.50 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 48 SECONDS EAST, BEING 55.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1831.47 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE ON SAID CURVE HAVING A RADIUS OF 986.50 FEET, A CENTRAL ANGLE OF 2 DEGREES 06 MINUTES 48 SECONDS, AN ARC LENGTH OF 36.39 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 24 SECONDS EAST, A DISTANCE OF 35.55 FEET TO THE POINT OF BEGINNING. CONTAINING 152.38 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY AS IDENTIFIED AS BLOCK "A", LOT 1 OF THE FINAL PLAT PREPARED BY BARTLETT & WEST DATED JANUARY 8, 2010 FOR THE KANZA FIRE COMMERCE PARK TO BE RECORDED IN THE OFFICE OF SHAWNEE COUNTY REGISTER OF DEEDS, SHAWNEE COUNTY, KANSAS.

Exhibit B

Employment Incentive Fees Report Prepared by BUSINESS

COMPLIANCE REPORT

GROWTH ORGANIZATION OF
TOPEKA/SHAWNEE COUNTY, INC.
120 SE 6th Avenue, Suite 110
Topeka, KS 66603-3515
Attention: Steve Jenkins

Re: Incentive Agreement dated as of _____, 2011 (together with amendments, if any, the "Incentive Agreement"), by and between Growth Organization of Topeka/Shawnee County, Inc. ("GO Topeka") and Mars Chocolate North America, LLC ("Mars")

The undersigned representative of Mars does hereby certify that the following information is true and correct in all material respects and that for the previous calendar ending December 31, 20__:

1. The average number of Full Time Employment Positions maintained in the previous calendar year was _____.
2. The number of Full Time Employment Positions maintained on December 1st of the immediately previous calendar year was _____.
3. The amount of Employment Incentive Fees due and payable to Mars from GO Topeka as a result of new Full Time Employment Positions filled in the immediately previous calendar year is \$_____.
4. The amount of Employment Incentive Fees that will be returned to GO Topeka by Mars pursuant to Sections 1(d) or 1(e) of the Incentive Agreement is \$_____.
5. The difference between the amounts set forth in Sections 3 and 4 above, after the offsets have been calculated, is \$_____ and this amount is due and payable to [Mars/GO Topeka] by March 1st.
6. [Only for the for January 31, 2015, report]: The number of Full Time Employment Positions maintained by Mars on April 1, 2014 [only if the number of Full Time Employment Positions on April 1, 2014 is less than 180] and June 1, 2014 was _____.
7. Capitalized terms not defined herein shall have the meanings given to such terms in the Incentive Agreement.

[Signature on following page.]

Dated this ____ day of January, 20__:

MARS:

MARS CHOCOLATE NORTH AMERICA, LLC
A Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit C

Location of Water, Fire Flow, and Sewer Service Lines

[See attached.]

Exhibit D

Location of Water Main Line to be Installed by City of Topeka

[See attached.]

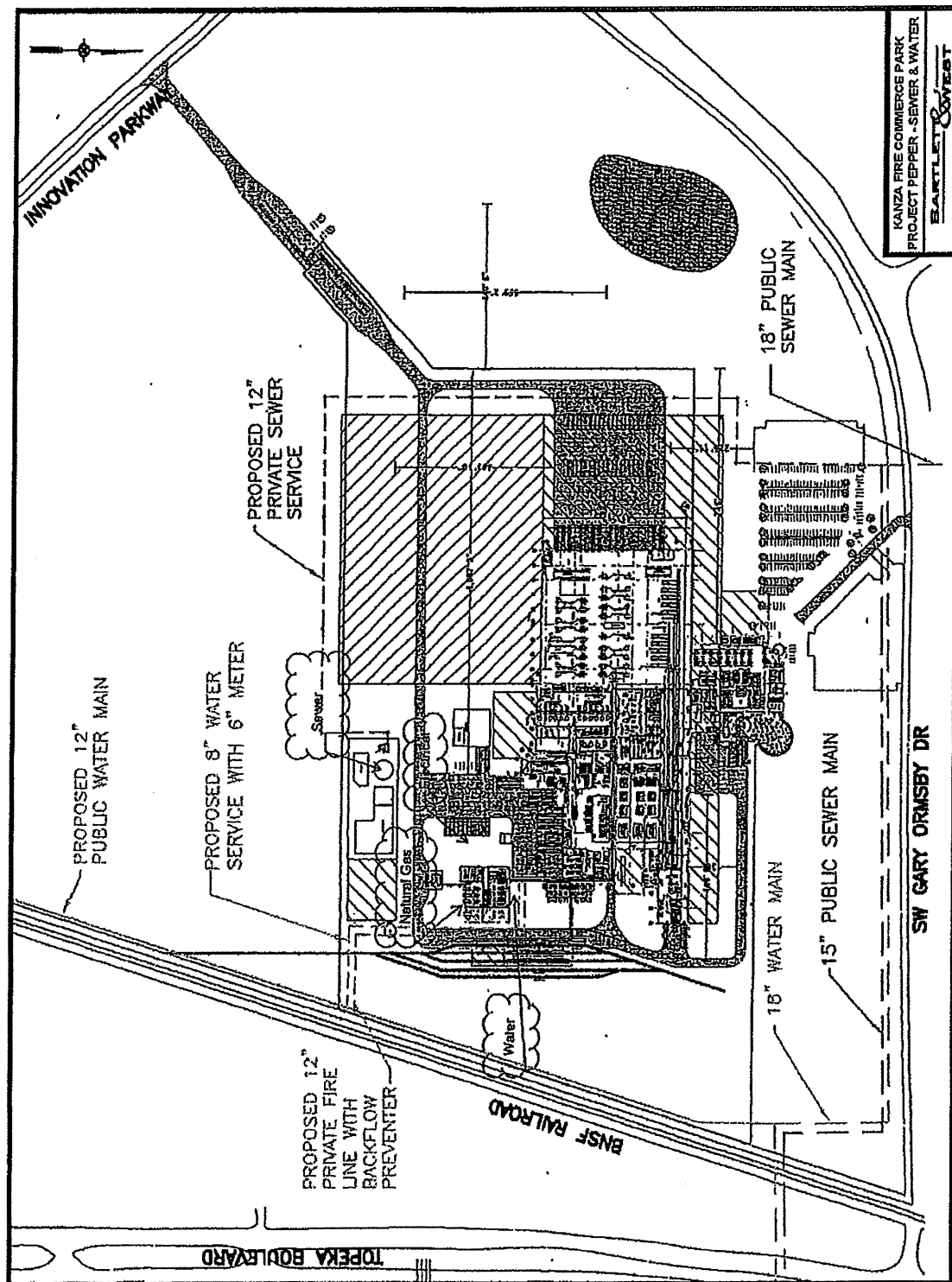


Exhibit E

Location of Innovation Parkway

[See attached.]

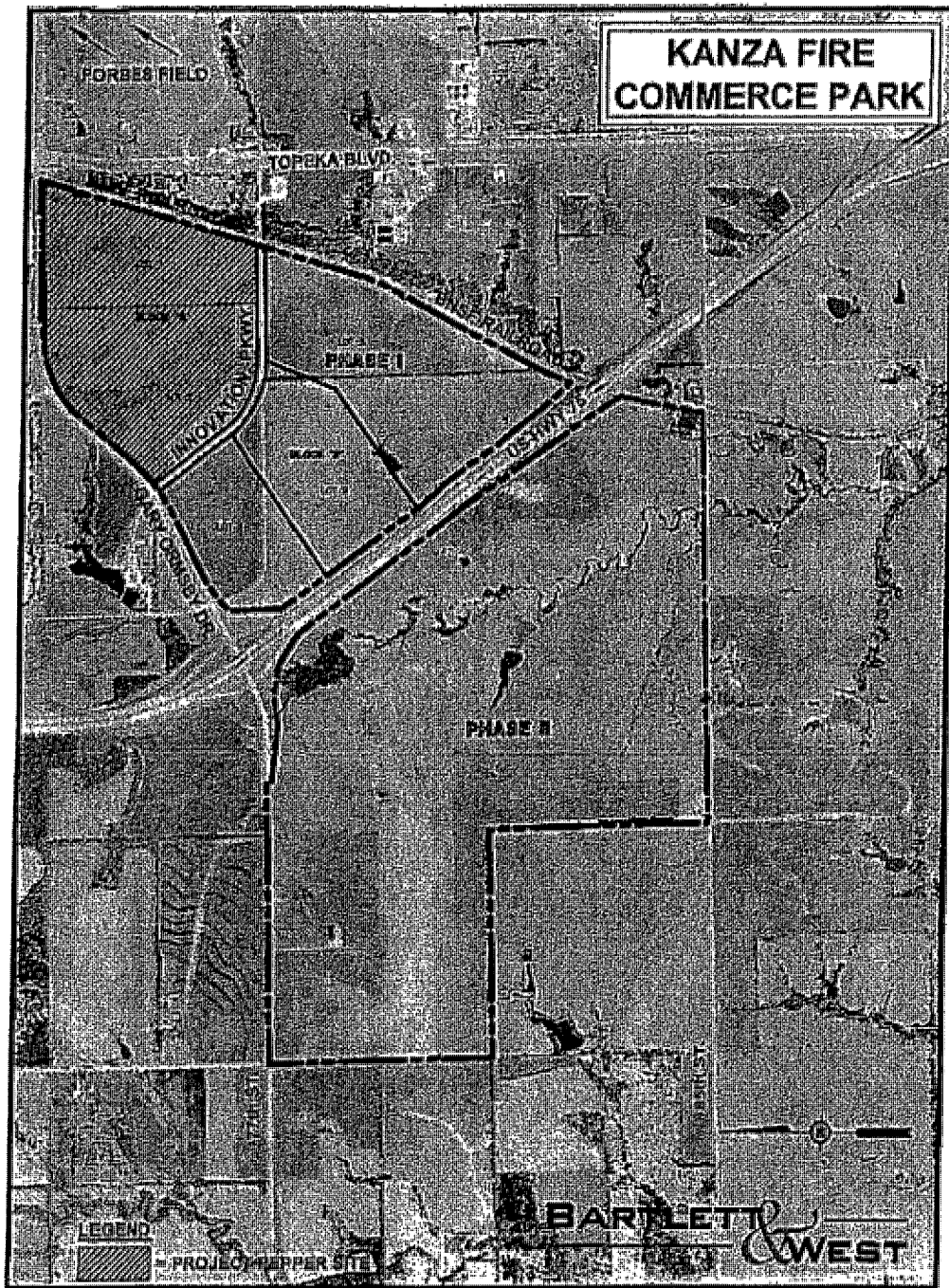


Exhibit F

Schedule of Funds to be Escrowed by GO TOPEKA

[See attached.]

Project Pepper: GO Topeka Quarterly Escrow Payments

	Quarterly Funding Date	Total Escrowed Funds	Local Employment Incentive	Sewer/Water Lines	Building Permit	Water/Sewer Connection	Reserve Fund	Washburn Tech
2011		\$2,174,877.78	\$2,550,000	\$367,100	\$200,000	\$30,000	\$2,400,000	\$1,700,000
Q3	October 2011	\$1,202,438.89		\$183,550.00	\$200,000.00	\$30,000.00	\$600,000.00	\$188,888.89
Q4	January 2012	\$972,438.89		\$183,550.00			\$600,000.00	\$188,888.89
2012		\$2,593,055.56						
Q1	April 2012	\$948,263.89	\$159,375.00				\$600,000.00	\$188,888.89
Q2	July 2012	\$948,263.89	\$159,375.00				\$600,000.00	\$188,888.89
Q3	October 2012	\$348,263.89	\$159,375.00					\$188,888.89
Q4	January 2013	\$348,263.89	\$159,375.00					\$188,888.89
2013		\$1,204,166.67						
Q1	April 2013	\$348,263.89	\$159,375.00					\$188,888.89
Q2	July 2013	\$348,263.89	\$159,375.00					\$188,888.89
Q3	October 2013	\$348,263.89	\$159,375.00					\$188,888.89
Q4	January 2014	\$159,375.00	\$159,375.00					
2014		\$637,500.00						
Q1	April 2014	\$159,375.00	\$159,375.00					
Q2	July 2014	\$159,375.00	\$159,375.00					
Q3	October 2014	\$159,375.00	\$159,375.00					
Q4	January 2015	\$159,375.00	\$159,375.00					
2015		\$637,500.00						
Q1	April 2015	\$159,375.00	\$159,375.00					
Q2	July 2015	\$159,375.00	\$159,375.00					
Q3	October 2015	\$159,375.00	\$159,375.00					
Q4	January 2016	\$159,375.00	\$159,375.00					

Exhibit G

Form of Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement") is made and entered into as of July __, 2011, by and among GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC. ("GO TOPEKA"), JOINT ECONOMIC DEVELOPMENT ORGANIZATION ("JEDO"), MARS CHOCOLATE NORTH AMERICA, LLC, a Delaware limited liability company ("BUSINESS"), and FIRST AMERICAN TITLE INSURANCE COMPANY ("ESCROW AGENT").

WITNESSETH:

WHEREAS, this Agreement is executed pursuant to that certain Incentive Agreement dated as of July __, 2011, by and among GO TOPEKA, JEDO and BUSINESS, as may be amended from time to time (the "Incentive Agreement").

WHEREAS, pursuant to the Incentive Agreement, GO TOPEKA is assisting and promoting BUSINESS in locating its operations in the Kanza Fire Commerce Park in Topeka, Shawnee County, Kansas and, in connection therewith, GO TOPEKA is providing BUSINESS with an incentive package funded through a portion of the Shawnee County, Kansas retailers' sales tax and/or by JEDO.

WHEREAS, pursuant to the terms of Section 11(a) of the Incentive Agreement, GO TOPEKA and JEDO are required to execute this Agreement to agree that, subject to the terms and conditions of this Agreement, GO TOPEKA shall escrow certain funds to fulfill its obligations under the Incentive Agreement and, to the extent GO TOPEKA is unable to meet its financial obligations under the Incentive Agreement, including the deposit of escrowed funds hereunder, JEDO shall satisfy such funding obligations.

WHEREAS, GO TOPEKA, JEDO, BUSINESS and ESCROW AGENT have entered into this Agreement to set forth the terms and conditions of the foregoing arrangement.

NOW, THEREFORE, in consideration of the premises and of good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Incentive Agreement.
2. GO TOPEKA, JEDO and BUSINESS hereby appoint First American Title Insurance Company as ESCROW AGENT hereunder.

3. Commencing on July 20, 2011 and ending January 20, 2016, GO TOPEKA shall escrow funds, and shall wire such funds in accordance with the wiring instructions set forth on Exhibit A to this Agreement, on the 20th day of July, October, January and April (each a "Quarterly Funding Date") with ESCROW AGENT that GO TOPEKA receives from the Shawnee County, Kansas, retailers' sales tax or otherwise obtains to fulfill its obligations under the Incentive Agreement pursuant to the payment schedule attached hereto as Exhibit B. If the 20th is not on a business day, GO TOPEKA shall escrow funds on the next business day. Notwithstanding the foregoing, if GO TOPEKA has not received its share of the Shawnee County, Kansas, retailers' sales tax on the Quarterly Funding Date, it shall so inform BUSINESS and ESCROW AGENT in writing and shall deposit the funds no later than five (5) business days after GO TOPEKA receives the funds, not to exceed thirty (30) days after the originally scheduled Quarterly Funding Date. ESCROW AGENT agrees to deposit the amounts received hereunder in an interest bearing account (the "Escrow Account"), subject to the receipt from GO TOPEKA of a form W-9 for the purposes of investing said funds, and to hold and disburse said funds, and any interest earned thereon, as hereinafter provided. All amounts held by ESCROW AGENT from time to time in the Escrow Account are hereinafter referred to as the "Escrowed Funds".

4. GO TOPEKA, JEDO and BUSINESS agree that the sole use for the Escrowed Funds shall be to pay the obligations of GO TOPEKA under the Incentive Agreement (the "Obligations"). If GO TOPEKA funds the Obligations with monies that are not held in escrow ("Non-Escrowed Funds"), the payment schedule attached as Exhibit B shall be modified to the extent that the Non-Escrowed Funds shall reduce the last Escrowed Funds that are due under the payment schedule. In addition, if GO TOPEKA desires to pay for the Obligations set forth in Sections 4(a) (Services Lines), 4(b) (Permit Fees), 4(c) (Connection Fees) or 4(e) (Washburn Institute of Technology) with a portion of the Escrowed Funds to be paid by the Escrow Agent directly to the third-party service provider pursuant to the procedure set forth in Section 5(b) of this Agreement, then the next quarterly payment owed by GO TOPEKA for the applicable Obligation under Sections 4(a)-(c) or 4(e) shall be increased by an amount equal to the amounts withdrawn in excess of the budgeted amounts already paid by GO TOPEKA or, as applicable, decreased to zero if the applicable Obligation has been satisfied and GO TOPEKA has requested withdrawal of only the budgeted amounts already paid by GO TOPEKA.

Set forth below are examples of situations in which an adjustment to the amount of the last Escrowed Funds shall occur:

Example 1: If GO TOPEKA pays BUSINESS an Employment Incentive Fee for 212 Full Time Employment Positions in 2012 (rather than the 106 Full Time Employment Positions budgeted in Exhibit I of the Incentive Agreement) through Escrowed Funds and/or Non-Escrowed Funds, GO TOPEKA would not need to deposit Escrowed Funds for the 106 Full Time Employment Positions budgeted for 2015 since this obligation would have already been satisfied.

Example 2: If GO TOPEKA pays a third-party service provider for the Service Lines in the amount of \$400,000 in Q3 of 2011 (after GO TOPEKA has already deposited \$183,550

into the Escrow Account for the Service Lines), and GO TOPEKA withdraws \$183,550 in Escrowed Funds in Q3 of 2011 pursuant to Section 5(b) of this Agreement as a direct payment to the third-party service provider, uses Non-Escrowed Funds to pay the difference of \$216,450 (\$400,000 - \$183,550), and the Obligations for the processing and installation of the Service Lines are fully satisfied prior to the due date of the next Escrowed Funds in Q4 of 2011, GO TOPEKA would not need to deposit Escrowed Funds in Q4 of 2011 for the Service Lines since this Obligation would have already been satisfied. This example also applies where GO TOPEKA uses Escrowed Funds and Non-Escrowed Funds to pay a third-party provider directly for services/fees incurred under Section 4(a) (Service Lines), Section 4(b) (Permit Fees), 4(c) (Connection Fees) and 4(e) (Washburn Institute of Technology) of the Incentive Agreement.

Example 3: If GO TOPEKA pays a third-party service provider for the Service Lines in the amount of \$400,000 in Q3 of 2011 (after GO TOPEKA has already deposited \$183,550 into the Escrow Account for the Service Lines), and GO TOPEKA withdraws \$400,000 in Escrowed Funds in Q3 of 2011 pursuant to Section 5(b) of this Agreement as a direct payment to the third-party service provider, GO TOPEKA would be required to deposit Escrowed Funds in the amount of \$216,450 in Q4 of 2011 to replenish the Escrow Account. This example also applies where GO TOPEKA uses Escrowed Funds in excess of the Escrowed Funds (and budgeted amounts) to pay a third-party provider directly for services/fees incurred under Section 4(a)(Service Lines), Section 4(b) (Permit Fees), and 4(c) (Connection Fees) of the Incentive Agreement.

5. The Escrowed Funds shall be held by the ESCROW AGENT in the Escrow Account and not disbursed until one of the following events has occurred, in which event the ESCROW AGENT is authorized and directed to disburse the Escrowed Funds, or a portion thereof, in the manner indicated as set forth below. ESCROW AGENT shall use good faith efforts to notify within one business day after receiving a disbursement request the party which has not requested a disbursement from the Escrowed Account. The party requesting a disbursement from Escrow Agent shall send a copy of such requested disbursement simultaneously to the other party of this Agreement.

- (a) Within ten (10) business days after each receipt of a written request from BUSINESS, ESCROW AGENT is authorized and directed to disburse such portion of the Escrowed Funds to BUSINESS in the amounts identified in the written request in accordance with the wiring instructions attached as Exhibit C to this Agreement, provided that GO TOPEKA does not object in writing to such disbursement within five (5) business days after receipt of such request from ESCROW AGENT.
- (b) Within ten (10) business days after each receipt of a written request from GO TOPEKA or BUSINESS, ESCROW AGENT is authorized and directed to disburse such portion of the Escrowed Funds to a third-party service provider for work in connection with satisfaction of the Obligations in Section 4(a) (Service Lines), 4(b) (Permit Fees), 4(c) (Connection Fees) or Section 4(e) (Washburn Tech) in the amounts identified in the written request, provided that the party not making the

request does not object in writing to such disbursement within five (5) business days after receipt of such request from ESCROW AGENT.

- (c) Within ten (10) business days after receiving a written statement from GO TOPEKA which provides that an Event of Default of BUSINESS has occurred under the Incentive Agreement and that GO TOPEKA is entitled to reimbursement of the Escrowed Funds pursuant to the Incentive Agreement, ESCROW AGENT is authorized and directed to disburse the Escrowed Funds to GO TOPEKA, provided that BUSINESS does not object in writing to such disbursement within five (5) business days after receipt of such request from ESCROW AGENT.
- (d) Upon receipt of joint written instructions from GO TOPEKA and BUSINESS, ESCROW AGENT is authorized and directed to disburse the Escrowed Funds as directed in the notice (and, if directed to be paid to BUSINESS, in accordance with the wiring instructions attached as Exhibit C to this Agreement).
- (e) Within ten (10) business days after receiving a written statement from GO TOPEKA which provides that the Obligations have been satisfied and that GO TOPEKA is entitled to reimbursement of the remaining Escrowed Funds, ESCROW AGENT is authorized and directed to disburse the Escrowed Funds to GO TOPEKA, provided that BUSINESS does not object in writing to such disbursement within five (5) business days after receipt of such request from ESCROW AGENT.
- (f) Within ten (10) business days after receiving a written statement from BUSINESS which provides that the Obligations have been satisfied and that GO TOPEKA is entitled to reimbursement of the remaining Escrowed Funds, ESCROW AGENT is authorized and directed to disburse the Escrowed Funds to GO TOPEKA.

6. Unless this Agreement has been previously terminated pursuant to Sections 5(d), 5(e) or 5(f) of this Agreement, on the earlier of December 31, 2020, or when all of the Escrowed Funds have been disbursed pursuant to this Agreement, this Agreement will be void and of no further force and effect and ESCROW AGENT shall disburse the balance of the Escrowed Funds (if any) and any interest earned thereon to GO TOPEKA unless JEDO requests that such excess Escrowed Funds be disbursed to JEDO.

7. ESCROW AGENT shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which ESCROW AGENT shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

8. A fee of \$100 per each disbursement of the Escrowed Funds (the "Disbursement

Fee”) made by ESCROW AGENT for the duration of this Agreement shall be paid to ESCROW AGENT. GO TOPEKA and BUSINESS shall each pay fifty percent (50%) of the Disbursement Fee. If either GO TOPEKA or BUSINESS does not timely pay the Disbursement Fee, ESCROW AGENT may deduct the Disbursement Fee from the Escrowed Fund. ESCROW AGENT shall bill GO TOPEKA and BUSINESS annually for the payments due to ESCROW AGENT under this Agreement and GO TOPEKA and BUSINESS shall pay ESCROW AGENT within sixty (60) days after receipt of such invoice.

9. GO TOPEKA and BUSINESS hereby agree to indemnify and hold harmless ESCROW AGENT against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable costs of investigation and attorneys' fees and disbursements which may be imposed upon or incurred by ESCROW AGENT in connection with its serving as ESCROW AGENT hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

10. At such time that GO TOPEKA has defaulted under the Incentive Agreement and JEDO is, therefore, fulfilling the obligations of GO TOPEKA under the Incentive Agreement or if for any other reason, JEDO is fulfilling the obligations of GO TOPEKA under the Incentive Agreement, JEDO shall have all of the rights of GO TOPEKA under this Agreement (and shall be bound by this Agreement) and notices that would have been sent to GO TOPEKA under the terms of this Agreement shall be sent to JEDO. ESCROW AGENT shall send notices to JEDO at such time that it receives written notice from JEDO or BUSINESS that JEDO should receive notices under this Agreement pursuant to the terms of this Section 10.

11. All notices, demands, consents, approvals, and requests given by any party to any other party hereunder shall be in writing and shall be sent by hand delivery, by a nationally recognized overnight courier, by e-mail or by facsimile (provided that facsimile notices and e-mail notices are also promptly delivered by hand or by a nationally recognized overnight courier and facsimile notices and e-mail notices are courtesy copies only and shall not be deemed to be a “notice” under this Agreement), to the parties at the following addresses:

To: GO TOPEKA:

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY,
INC.

120 SE 6th Avenue, Suite 110

Topeka, KS 66603-3515

Phone: (785) 234-2644

FAX: (785) 234-8656

Contact Person/Title:

Steve Jenkins,

Senior

Vice

President-Economic

Development

E-mail: sjenkins@gotopeka.com

With a copy to:

Coffman, Defries & Nothorn, P.A.
534 S. Kansas Ave., Suite 925
Topeka, KS 66603-3407
Attention: Jeffrey A. Wietharn, Esq.
Facsimile: (785) 234-3363
E-mail: jwietharn@cdnlaw.com

To: BUSINESS:

Mars Chocolate North America, LLC
800 High Street
Hackettstown, NJ 07840
Attention: Edgar Pew, Esq., Associate General Counsel
E-mail: edgar.pew@effem.com

With a copy to, upon completion of the Facility:

Mars Chocolate North America, LLC
[insert street address of Facility]
Topeka, KS 66603
Attention: Plant Manager

With a copy to:

Bevan, Mosca, Giuditta & Zarillo, P.C.
222 Mount Airy Road, Suite 200
Basking Ridge, NJ 07920
Attention: Alexandra R. Bratsafolis, Esq. and Richard A. Giuditta, Jr.,

Esq.

Facsimile: (908) 848-6432
E-mail: abratsafolis@bmgzlaw.com and rgiuditta@bmgzlaw.com

With a copy to:

Arent Fox LLP
1050 Connecticut Avenue, N.W.
Washington, DC 20036
Attention: Kimberly A. Wachen, Esq.
Facsimile: (202) 857-6395
E-mail: wachen.kimberly@arentfox.com

To: JEDO (who shall only be a notice party if GO TOPEKA defaults under the Incentive Agreement and JEDO takes over the Obligations):

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

c/o Richard Eckert, Shawnee County Counselor
200 SE 7th St. Room 100
Topeka, KS 66603-3971

With a copy to:

Attn: City Attorney
215 SE 7th, Room 353
Topeka, KS 66603-3914

To: Escrow Agent:

Clare Ursano
First American Title Insurance Company
National Commercial Services
1825 Eye Street NW, Suite 302
Washington DC 20006
Facsimile (714) 824-4843
E-mail: cursano@firstam.com

or to such other address and to the attention of such other person as a party may from time to time designate in writing to all other parties. Notices properly given as described above shall be effective upon receipt or, if received on a date that is not a business day or after normal business hours in the location delivered, the following business day. Refusal to accept delivery shall constitute receipt.

12. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of ESCROW AGENT to justify its doing so, ESCROW AGENT shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged.

13. This Agreement may be amended only in writing, duly executed by all parties concerned.

14. This Agreement shall be interpreted under the laws of the State of Kansas. In the event any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

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

16. 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 this 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.

17. Time is of the essence in the performance of each obligation under this Agreement.

17. 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.

IN WITNESS WHEREOF, the parties have signed, sealed, and delivered this Escrow Agreement as of the date and year first written above.

"BUSINESS"

MARS CHOCOLATE NORTH AMERICA, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"GO TOPEKA"

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By: _____
Name: _____
Title: _____

"JEDO"

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

By: _____
Name: _____
Title: _____

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Brian Lobuts
Vice President

Exhibit A
Wiring Instructions for Escrow Agent

First American Title Insurance Company
1801 K Street NW • Suite 200-K • Washington, D.C. 20006
(202) 530-1200 • (800) 808-6460 • FAX: (202) 530-1435

**WIRING INSTRUCTIONS FOR
FIRST AMERICAN TITLE INSURANCE COMPANY
NATIONAL COMMERCIAL SERVICES DIVISION**

BANK NAME: First American Trust, FSB
5 First American Way
Santa Ana, CA 92707

ABA NO.: 122241255

CREDIT TO: First American Title Insurance Company
Commercial Services

ACCOUNT NO.: 3015140000

SPECIAL INSTRUCTIONS SHOULD INCLUDE:

FATIC CASE NO.: NCS-489015-DC72

TRANSACTION: "Project Sweetness"

ATTENTION: Clare Ursano/Brian Lobuts

NOTE:

PLEASE PAY STRICT ATTENTION TO THE BANK AND ACCOUNT NUMBER WHERE YOU ARE HAVING THE FUNDS WIRED. EACH FIRST AMERICAN TITLE OFFICE USES A DIFFERENT BANK AND ACCOUNT NUMBER. FUNDS WILL BE RETURNED IF SENT TO THE INCORRECT ACCOUNT.

Exhibit B
Payment Schedule

Project Pepper: GO Topeka Quarterly Escrow Payments

	Quarterly Funding Date	Total Escrowed Funds	Total Employment Incentive	Sewer/Water Lines	Building Permit	Water/Sewer Connection	Reserve Fund	Washburn Tech
2011		\$2,174,877.78	\$2,550,000	\$367,100	\$200,000	\$30,000	\$2,400,000	\$1,700,000
Q3	October 2011	\$1,202,438.89		\$183,550.00	\$200,000.00	\$30,000.00	\$600,000.00	\$188,888.89
Q4	January 2012	\$972,438.89		\$183,550.00			\$600,000.00	\$188,888.89
2012		\$2,593,055.56						
Q1	April 2012	\$948,263.89	\$159,375.00				\$600,000.00	\$188,888.89
Q2	July 2012	\$948,263.89	\$159,375.00				\$600,000.00	\$188,888.89
Q3	October 2012	\$348,263.89	\$159,375.00					\$188,888.89
Q4	January 2013	\$348,263.89	\$159,375.00					\$188,888.89
2013		\$1,204,166.67						\$188,888.89
Q1	April 2013	\$348,263.89	\$159,375.00					\$188,888.89
Q2	July 2013	\$348,263.89	\$159,375.00					\$188,888.89
Q3	October 2013	\$348,263.89	\$159,375.00					\$188,888.89
Q4	January 2014	\$159,375.00	\$159,375.00					\$188,888.89
2014		\$637,500.00						
Q1	April 2014	\$159,375.00	\$159,375.00					
Q2	July 2014	\$159,375.00	\$159,375.00					
Q3	October 2014	\$159,375.00	\$159,375.00					
Q4	January 2015	\$159,375.00	\$159,375.00					
2015		\$637,500.00						
Q1	April 2015	\$159,375.00	\$159,375.00					
Q2	July 2015	\$159,375.00	\$159,375.00					
Q3	October 2015	\$159,375.00	\$159,375.00					
Q4	January 2016	\$159,375.00	\$159,375.00					

Exhibit C
Wiring Instructions for BUSINESS

Bank of America
1401 Elm St.
Dallas, TX 75202
Swift BOFAUS3N
ABA 0260-0959-3
Beneficiary: Mars Chocolate NA
a/c 3750699658



Agenda Item No. 3G

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

**Approval to provide liquidated damages
reimbursement in the amount of \$12,045
to HTK Architects**



Washburn Tech East Project Request

December 11, 2019

Barbara Stapleton, VP, Business Retention & Talent Initiatives

Architecture Additional Costs Request

Based upon the delay in construction with the Washburn Tech East Project, the county requested a report of costs so they could work with the bond company (The Hartford) to come to a reasonable request for liquidated damages. Previously, the county counselor presented to JEDO and JEDO approved to provide liquidated damages to Washburn Tech in the amount of \$50,043 based upon Washburn Tech's substantiated submission of additional costs due to the construction delay. The county counselor also requested a substantiated submission from the project architect, HTK Architects, for additional costs they incurred due to the construction delay. Attached is HTK's submission for additional costs, which was originally submitted to the county counselor.

For clarification, the project architect was not contracted with the county counselor, however, it was necessary for the county as the construction project owner to obtain an accurate picture of additional costs incurred in order to request appropriate liquidated damages.

Liquidated damages from The Hartford

Liquidated damages	\$58,750
Payment approved by JEDO to Washburn Tech	- \$50,043
<i>Balance of Liquidated damages remaining</i>	<i>\$ 8,707</i>
Additional funds available from contingency for the project	+ \$ 3,338
HTK Architects compensation adjustment request	- \$12,045
<i>balance</i>	<i>\$ 0</i>

Request for JEDO to approve liquidated damages reimbursement to HTK Architects

As part of the settlement agreement with the bond company for the original general contractor, the bond company paid an additional \$58,750.00 for contractual (partial percentage) liquidated damages on the project. Those funds were deposited in Shawnee County's account for the project. Washburn Tech and HTK Architects were asked to document their liquidated damages due to the delay of the completion of the project. Washburn Tech's damages were reimbursed in May of \$50,043.00.

Now that the project is complete, on November 1, the GO Topeka Executive Committee voted to make a recommendation to JEDO to authorize the transfer of \$8,707.00 from the project account to HTK Architects and from GO Topeka's contingency account of \$3,338 as reimbursement for HTK's liquidated damages. We are seeking that request for approval to provide liquidated damages reimbursement in the amount of \$12,045 to HTK Architects.



AIA[®] Document G802[™] – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
East Topeka Learning Center
2014 SE Washington Street
Topeka, KS 66605

AGREEMENT INFORMATION:
Date: August 7, 2017

AMENDMENT INFORMATION:
Amendment Number: 01
Date: July 22, 2019

OWNER: *(name and address)*
Joint Economic Development
Organization (JEDO)
c/o City of Topeka
City Clerk
215 SE 7th
Topeka, KS 66603

ARCHITECT: *(name and address)*
HTK Architects, Inc.
900 S. Kansas Ave, Suite 200
Topeka, KS 66612

The Owner and Architect amend the Agreement as follows:
Per the attached letter dated December 10, 2018 relating to expenses incurred during contract transition.
Exhibit A

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
\$12,045.00

Schedule Adjustment:
N/A

SIGNATURES:

HTK Architects, Inc.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

Zach Snethen, AIA, Associate

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

10/25/19

DATE

DATE



December 10, 2018

Joint Economic Development Organization (JEDO)
c/o City of Topeka
City Clerk
215 SE 7th
Topeka, KS 66603

Re: East Topeka Learning Center additional services

Per our Owner Architect Agreement B101-2007 dated August 7, 2017, Section 9.2, we are hereby requesting additional compensation for expenses incurred in the interruption and resumption of the Architect's services.

In a letter dated September 13, 2018, your office notified HTK Architects of Owners Request for Certification seeking certification by HTK that sufficient cause exists to issue a notice of termination for cause to Champion Builders pursuant to Architect S 14.2.1 of the Owner Contractor Agreement between Shawnee County and Champion Builders. On September 18, 2018, HTK Architect issued a certification finding sufficient cause for termination of the above-mentioned contract.

Since the time of termination, our office has been in regular communication with you, Dean Ferrell and the bonding company for Champion Builders, The Hartford Company regarding the transition from Champion to a new contractor. To that extent we are requesting reimbursement for expenses incurred during this time in the amount of \$9,045.00 Furthermore, we estimate \$3,000.00 in additional expenses will be incurred by HTK and our consultants in additional project startup meetings and other tasks related to the new contractor starting work. These expenses were not anticipated when our fee was originally established. Once the project is back on course our normal fee for construction administration will resume as the project finishes out in May 2019.

We request that our contract be modified to include the expenses noted above.

Please contact me with any questions.

Sincerely

A handwritten signature in black ink, appearing to read 'Zach Shethen', is written over the word 'Sincerely'.

Zach Shethen
HTK Architects



Agenda Item No. 3H

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

**Approval of
JEDO Contract
Agreement for Services
with Go Topeka**

JEDO CONTRACT NO. C-~~2017-01~~2019 -

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into this ~~10th~~ day of ~~May, 2017~~, 2019, 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-~~2017-1-2014~~ extending through the end of ~~2017~~2020; and

WHEREAS, the parties wish to continue the contractual relationship for three years beginning on January 1, ~~2018~~2020.

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~~ during the term hereof, 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~~ 2020, at which time this Agreement shall supersede JEDO Contract No-2017-1. On January 1, 2021 and ~~terminating on December 31, 2020. The term~~ each subsequent January 1st may be

~~extended beyond this term only upon written agreement of the parties~~ Agreement will automatically renew for a new three-year term.

(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~~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 ~~4-10~~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. 6th Ave.
Topeka, KS 66603

For JEDO:
City Clerk
City of Topeka
215 SE 7th Street
Topeka, KS 66603

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: _____ JOINT ECONOMIC DEVELOPMENT ORGANIZATION

By: _____
_____Michelle De La Isla, Chair

Attest: _____

_____Brenda Younger, City
Clerk

Dated: _____ GROWTH ORGANIZATION OF TOPEKA/SHAWNEE
COUNTY, INC.

By: _____
Matthew Pivarnik, President



Agenda Item No. 3I

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

**Approval of
2020 GO Topeka Public
Budget and Business Plan**



Growth Organization of Topeka/Shawnee County 2020 Public Funding Program Overview and Budget

Executive Summary

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

In 2020, GO Topeka will continue to implement the Momentum 2022 Strategy. By reviewing the organization's strategies and policies and ensuring they align with best practices in the field, the organization will continue to ensure the community is poised for economic development success. GO Topeka plays an integral part in moving Topeka & Shawnee County forward and it's imperative the organization stays fresh and innovative with new initiatives that will continue to support a business climate ripe for development.

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

Budgeted Expenditure Summary

<u>GO Topeka Programs</u>	<u>Proposed 2020</u>	<u>Approved 2019</u>
Business Attraction & Retention	\$ 388,162	\$ 377,357
Small Business & Entrepreneurial Ecosystem	455,220	323,539
Women & Minority Owned Business Support	211,150	146,586
Talent Initiatives	272,975	287,581
General Economic Development Activities	<u>74,870</u>	<u>94,370</u>
Total Programming (excl salaries)	\$ 1,402,377	\$ 1,229,423
Economic Development Salaries	827,909	552,392
Full-time equivalent headcount	8.5	5.8
Marketing/Communications Services	175,974	174,760
Finance/Administration/HR Services	143,899	175,320
General & Administrative Expenses	<u>101,858</u>	<u>224,238</u>
Total Operating Expenses	\$ 2,652,017	\$ 2,356,133
Estimated % of countywide .5 cent sales tax	15.5%	13.9%
Large Business Incentives	1,385,320	2,236,365
Small Business Incentives	450,000	360,000
Special Initiatives	<u>640,170</u>	<u>4,541,178</u>
Total Expenditures	<u>\$ 5,127,507</u>	<u>\$ 9,493,676</u>

Budgeted Revenue Summary

	<u>Proposed 2020</u>
Economic Development Sales Tax	\$ 4,833,164
Program Sponsorships and Other	98,343
Interest and Investment Income	<u>176,000</u>
Total Revenue	<u>\$ 5,107,507</u>

Growth Organization of Topeka/Shawnee County (Public)
Budgeted Statement of Activities
For the year ended December 31, 2020

	Business Attraction & Retention	Small Business & Entrepreneurial Ecosystem	Women & Minority Owned Business Support	Talent Initiatives	General & Administration	Total on-going programming	Washburn Tech East	Special Initiatives **	Total
Revenue									
Event/program rev	\$ -	\$ 16,000	\$ 1,950	\$ 10,000	\$ -	\$ 27,950	\$ -	\$ -	\$ 27,950
Sponsorships	-	21,500	20,480	-	-	41,980	-	-	41,980
Public revenue	1,960,072	1,095,608	350,098	317,567	489,649	4,212,994	598,170	42,000	4,853,164
Shared services - billed	-	-	-	-	28,413	28,413	-	-	28,413
Earned revenue	1,960,072	1,133,108	372,528	327,567	518,062	4,311,337	598,170	42,000	4,951,507
Other revenue	-	-	-	-	44,000	44,000	-	-	44,000
Interest revenue	-	-	-	-	24,000	24,000	-	-	24,000
Unrealized gain/loss	-	-	-	-	108,000	108,000	-	-	108,000
Other revenue	-	-	-	-	176,000	176,000	-	-	176,000
Total Revenue	1,960,072	1,133,108	372,528	327,567	694,062	4,487,337	598,170	42,000	5,127,507
Expenses									
Payroll/benefits *	186,590	227,888	161,378	54,592	197,461	827,909	-	-	827,909
Other compensation	600	600	600	600	1,200	3,600	-	-	3,600
Professional services	103,200	88,000	45,000	-	13,087	249,287	5,000	-	254,287
Other employee related costs	20,405	25,735	-	10,825	12,130	69,095	-	-	69,095
Shared services	-	-	-	-	319,873	319,873	-	-	319,873
Expenses - personnel	310,795	342,223	206,978	66,017	543,750	1,469,763	5,000	-	1,474,763
Program/event expense	6,000	45,550	55,400	8,200	15,000	130,150	-	42,000	172,150
Sales Travel	65,171	-	-	-	-	65,171	-	-	65,171
Hospitality	4,200	25,850	21,650	11,100	-	62,800	-	-	62,800
Grants/sponsor/contrib/scholar	53,000	139,000	30,000	182,000	25,000	429,000	500,000	-	929,000
Program expenses	128,371	210,400	107,050	201,300	40,000	687,121	500,000	42,000	1,229,121
Occupancy	-	53,250	-	-	45,207	98,457	-	-	98,457
Office expense	4,150	2,310	3,000	-	18,957	28,417	-	-	28,417
Dues/subscriptions	7,800	24,725	-	-	33,384	65,909	-	-	65,909
Advertising	110,640	50,200	55,500	60,250	-	276,590	-	-	276,590
Depreciation/amortization	-	-	-	-	7,248	7,248	-	-	7,248
Insurance/taxes/fees	12,996	-	-	-	5,516	18,512	17,570	-	36,082
Interest expense	-	-	-	-	-	-	75,600	-	75,600
Operational expenses	135,586	130,485	58,500	60,250	110,311	495,133	93,170	-	588,303
Total Operating Expense	574,752	683,108	372,528	327,567	694,062	2,652,017	598,170	42,000	3,292,187
Business incentives	1,385,320	450,000	-	-	-	1,835,320	-	-	1,835,320
Total Change in Net Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Includes a total headcount of 8.75 FTEs

** Special initiatives represent phase 2 of NETO

Business Attraction and Retention

Business Retention and Expansion (BRE)

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

Key Focus Areas for 2020:

- Ensure support of employer needs related to retention, growth and expansion opportunities
- Respond to expansion opportunities with appropriate support and incentives
- Respond to barriers with appropriate support
- Ensure maintenance of existing incentive contracts

New Business Attraction

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

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

As the community grows, assessing the assets to further develop and market to companies looking to expand is key. GO Topeka forms partnerships to help proactively leverage assets and identify opportunities for improvement. This will be a focus in 2020 as redevelopment becomes a greater need.

Key Focus Areas for 2020:

- Build awareness of Topeka as a top place to do business
- Capitalize on opportunities to respond to requests for proposals from companies looking to relocate or expand
- Develop strategies for potential commercial and industrial development & redevelopment location opportunities throughout Shawnee County
- Provide comprehensive incentives to attract and retain primary employers

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

	Incentive Orig. Date	Pymts to 12/31/2019	Projected						Total Projected	Total Projected & Paid
			2020	2021	2022	2023	2024	THEREAFTER		
Cash:										
Committed - Performance Based:										
Advisors Excel	2019	-	346,000	286,000	286,000	286,000	286,000	-	1,490,000	1,490,000
FHLB	2015	1,064,015	20,400	20,400	2,800	-	-	-	43,600	1,792,390
Futamura USA	2016	82,400	28,000	28,000	28,000	28,000	11,600	-	123,600	288,400
Hills	2019	-	168,400	8,400	8,400	8,400	2,400	-	196,000	196,000
Industrial Maintenance	2017	36,000	36,000	36,000	36,000	36,000	-	-	144,000	216,000
Mars	2019	-	66,000	-	-	-	-	-	66,000	66,000
Premier Advisory Group	2017	5,000	45,000	45,000	45,000	45,000	40,000	-	220,000	230,000
Reser's	2016	254,264	229,000	80,000	80,000	16,000	-	-	405,000	993,528
se2	2016	398,000	200,000	200,000	200,000	2,000	-	-	602,000	1,200,000
Yantra	2014	14,600	10,000	10,000	10,000	10,000	10,000	-	50,000	77,000
Total Committed - Performance Based		1,854,279	1,148,800	713,800	696,200	431,400	350,000	-	3,340,200	6,549,319
Expected:										
East Topeka Learning Center			598,170	-	-	-	-	-	598,170	1,195,888
Transportation			40,000	-	-	-	-	-	40,000	120,887
Small Business Incentive Program			450,000	-	-	-	-	-	450,000	619,469
Total Expected			1,088,170	-	-	-	-	-	1,088,170	1,936,244
Total Committed and Expected			2,236,970	713,800	696,200	431,400	350,000	-	4,428,370	8,485,562
Under Consideration:										
Pending Cash Incentives			18,800	271,600	767,600	217,600	217,600	741,600	2,234,800	2,234,800
Total Under Consideration			18,800	271,600	767,600	217,600	217,600	741,600	2,234,800	2,234,800
Total before EMBD			2,255,770	985,400	1,463,800	649,000	567,600	741,600	6,663,170	10,720,362
EMBD Carryover									1,348,451	1,348,451
KF Park and Fire House Fund									798,582	798,582
Total									8,810,203	12,867,395

Small Business Development & Entrepreneurial Ecosystem

Small businesses create jobs, stimulate the economy and reinvest in the community. GO Topeka is committed to playing a role in fortifying the Entrepreneurial Ecosystem. Small business programs and special projects will be designed to advocate for businesses, aid in creating startups, and provide incentives that stimulate business growth and impacts our local economy. Additional efforts will focus on access to capital, various small business initiatives and cutting-edge knowledge building.

It is Momentum 2022's vision to make Topeka a great place to live and work; a place where it is easy to do business; and a place that fosters a culture of openness. This vision requires an ecosystem that allows for the fast flow of talent, information, and resources so that entrepreneurs can quickly find what they need at each stage of growth. Among the projects under consideration for 2020 are the establishment of a downtown innovation center with full incubator and/or accelerator capability; easy access to a network of qualified mentors as well as investor networks.

In addition, Topeka will take advantage of its location in the Animal Health Corridor to create new opportunities for local businesses and startups, and to attract new startups to Shawnee County and the region by taking full advantage of the world-class animal health/ag tech accelerator program powered by Plug and Play, which is scheduled to launch in early 2020. In tandem with GO Topeka's new business attraction initiatives, we will create a compelling marketing and communication campaign introducing Topeka and Shawnee County as a hub of innovation in the heart of the Animal Health Corridor.

Moreover, 2020 will see a new emphasis on establishing a mixed-use innovation campus providing office and wet lab space that ~~would be attractive for~~ innovative companies in the research/bioscience sectors. Professional services fees will be used for architectural design and similar services to determine feasibility, optimal layout, etc.

In summary, our strategic objectives will be centered around the following focus areas:

- Develop & Maintain Programming for Training, Networking, Personal Development
- Develop & Maintain a Mentorship Network
- Provide Access to Funding and other Resources/Services
- Update the Small Business Incentives guidelines
- Build Physical Infrastructure
 - ◆ Develop a downtown innovation center
 - ◆ Establish an Innovation Campus with mixed use capabilities
- Build Regional/National Partnerships
- Attract Leading Organizations: Industry Associations, Funds, Government Organizations, Businesses

Women & Minority-Owned Business Development

WMBD

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

- Promote and execute programs that support economic prosperity
- Be a catalyst for Small and Minority Business Development
- Identify and Grow Opportunities for women and minority-owned businesses
- Support programs and projects that target the businesses/individuals as outlined in the Interlocal Agreement

Workforce & Talent Initiatives

Talent Initiatives

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

Key Focus Areas for 2020:

- Align the Talent Pipeline
- Maintain and Grow Opportunities for College & Career Readiness
- Attract & Retain Talent

General Economic Development Activities

Economic Analysis

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

Main Components of this area of the budget are:

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

Governors Military Council

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

Administration

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

These expenses include:

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



Agenda Item No. 3J

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

**Approval of
2019-2020 Carryforward
Agreement**

JEDO CONTRACT NO. C-____ - 2019

CASH CARRY-FORWARD AGREEMENT

THIS AGREEMENT is entered into this _____ day of December, 2019, by and between the GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., a non-profit Kansas corporation, hereinafter referred to as “GO Topeka” and the JOINT ECONOMIC DEVELOPMENT ORGANIZATION, hereinafter referred to as “JEDO,” a duly organized separate legal entity authorized by K.S.A. 12-2904(a) which was created by the Interlocal Agreement between the Board of County Commissioners of the County of Shawnee, Kansas, hereinafter referred to as “the County,” and the City of Topeka, Kansas, hereinafter referred to as “the City,” dated April 19, 2016.

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

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

1. GO Topeka shall be permitted to carry forward into 2020 an amount not to exceed Fourteen Million Five Hundred Thousand Dollars (\$14,500,000) for the purpose of providing economic development services as set forth or referred to in the parties’ current Agreement for Services.
2. The term of this Cash Carry-Forward Agreement shall be for one (1) year from January 1, 2020 to December 31, 2020.
3. This Cash Carry-Forward Agreement may be amended by mutual, written agreement of the parties only.

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

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

Dated: _____

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

By: _____
MICHELLE DE LA ISLA, Mayor

Dated: _____

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

By: _____
Name/Title: _____



Agenda Item No. 3K

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

**Approval of
Choose Topeka Funding**



Talent Attraction Initiative

| Choose Topeka |

December 11, 2019

Barbara Stapleton, VP, Business Retention & Talent Initiatives

Eligibility

To be considered for the talent attraction program, applicants will meet all eligibility requirements:

- Move to Topeka for full time employment position
- Purchase a home or rent (primary residence only) within Shawnee County within the year of move
- Employer participation in matching funds
- Eligible to work in the United States

Benefits

- Up to \$15,000 in funds in the first year of your move, \$10K for renting, \$15K for home purchase/rehab
 - GO Topeka/JEDO and Employer funds match
 - *Recommend 50% match*
 - Employer funds \$10K up to \$15K with employee transfer. After 1st year, GO Topeka/JEDO reimburses up to \$5,000 (\$10,000) or \$7500 (\$15,000) to the employer for employee retention (pay for performance)
- Want to know what there is to see, do and where to eat?
 - Gift cards to many of the amazing places in Topeka to experience and hang out, from festivals and museums to amazing cuisine and drinks. (Businesses that wish to be included will provide those cards to sponsor this portion of the initiative)
 - Preferred pricing at community amenities like gyms, fitness centers, country clubs. (Businesses that wish to be included will provide the pricing to sponsor this portion of the initiative).
- A collaborative, inclusive community that is poised for a true renaissance.

Life in Topeka

- Parks, trails, restaurants, museums, breweries, concerts, art, theatre, etc. (all the messaging we have through talent recruitment collateral, videos, Quality of Life and Visit Topeka pages)
- Cost of living comparisons.

Employer guidelines

- Employers must notify GO Topeka of their intent to participate for each employee they choose to offer the talent incentive and receive confirmation of acceptance. Once approved, the employer must document and initiate the request for reimbursement.
 - Employer will fund the incentive initially and will submit for reimbursement in the subsequent year for the JEDO 50% match, documenting continued residency, employment and payment to the employee.
- Total compensation for reporting purposes should include the value of the salary, benefits and any incentive compensation/bonuses/overtime.



Agenda Item No. 4A

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

Presentation of Third Quarter Report



JEDO Q3 REPORT

July - September, 2019

ECONOMIC OUTLOOK CONFERENCE





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

COVER AND LEFT PHOTO:

Cover: Project Purple approval: GO Topeka and Advisors Excel after JEDO approved incentives for an expansion of their Gage Center facilities.

Left: Linda Briden speaking from a local perspective at the 2019 Economic Outlook Conference.

Below: Ralph Hipp interviews David Callanan, Advisors Excel Co-Founder, after the approval of the incentives for their new location.



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**TOPEKA & SHAWNEE COUNTY
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**BUSINESS ATTRACTION,
RETENTION & EXPANSION**



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**ENTREPRENEURIAL & MINORITY
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9

**PROCUREMENT TECHNICAL
ASSISTANCE CENTER**



10

**INNOVATION &
ENTREPRENEURSHIP**



11

712 INNOVATIONS



12

FORGE



13

WORKFORCE & TALENT



14

INCLUDED



15

WASHBURN TECH EAST



16

UPCOMING EVENTS

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COMMUNITY HIGHLIGHT

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BOARD OF DIRECTORS

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 10.23.19



DEVELOP HOMEGROWN TALENT

GRADUATION RATE

STATE OF KANSAS
87.5%

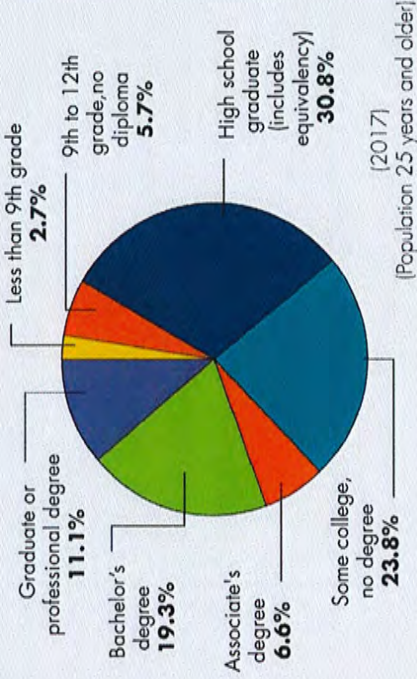
SHAWNEE COUNTY
88.3%

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

STUDENT-LEVEL METRICS (2018)



EDUCATIONAL ATTAINMENT



CERTIFICATES EARNED

1,284

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

CREATE VIBRANT & ATTRACTIVE PLACES



LIVABILITY

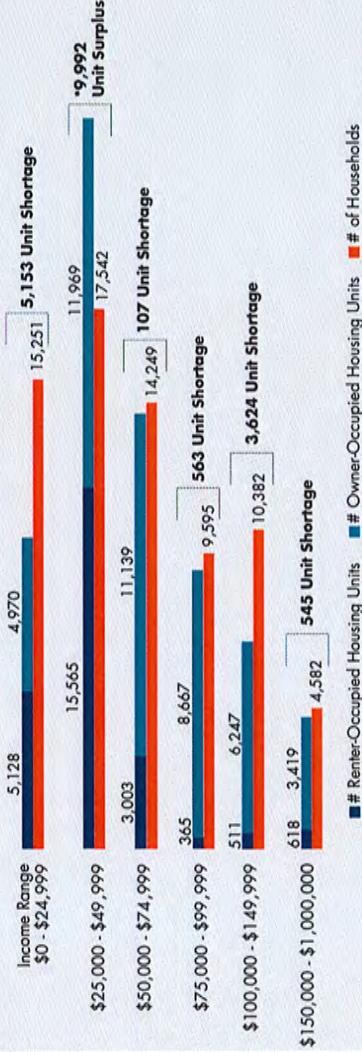
This score rates the overall livability of Shawnee County on a scale from 0 to 100. It is based on the average score of seven livability categories—housing, neighborhood, transportation, environment, health, engagement, and opportunity—which also range from 0 to 100.



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 outcompelling lower income households for the same housing units.

ATTENDANCE AT ATTRACTIONS (2018)

716,779
PEOPLE

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

2022 Target:
750,000 people



PROMOTE A POSITIVE IMAGE

NET PROMOTER SCORE (NPS)

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



2022 Target: 0 NPS

(7)



GROW A DIVERSE ECONOMY

SHARE OF EMPLOYMENT AT NEW BUSINESSES

6,670 OR 8.53%
PEOPLE WORK AT A NEW BUSINESS

(New business is any that has been open less than five years)(2017 Q4) (8)

2022 Target: 7,093 people

ANNUAL MEDIAN WAGE IN TOPEKA

\$36,700

(2018 MSA) (6)

2022 Target: \$39,000



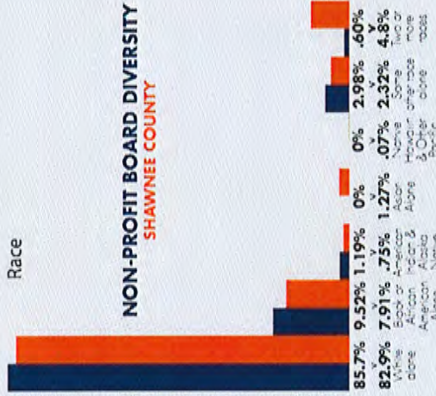
COLLABORATE FOR STRONG COMMUNITY

NON-PROFIT BOARD DIVERSITY (2018)



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

CURRENT SHAWNEE COUNTY DEMOGRAPHICS



NON-PROFIT BOARD DIVERSITY SHAWNEE COUNTY

2022 Target: 3.2 Mental

INFANT MORTALITY RATE (2019)

7.0
WITHIN 1 YEAR, PER 1,000 LIVE BIRTHS

(9)

PHYSICAL AND MENTAL HEALTH (2019)

3.1 POOR PHYSICAL HEALTH DAYS
3.5 POOR MENTAL HEALTH DAYS

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

2022 Target: 3.2 Mental

PRIVATE CAPITAL INVESTMENT (2019)



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

TOTAL PRIVATE JOBS

73,924

(March 2018)

(Private = Non-Government jobs) (5)

2022 Target: 79,000 jobs

GLOBAL METRICS

GDP OF DOLLARS (10)

\$10.491 BILLION
IN 2016

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

\$10.655 BILLION
IN 2017

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

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

37,123 OR 36.8%

2022 Target: 33%

PER CAPITA INCOME IN SHAWNEE COUNTY (2017) (10)

\$44,834

2022 Target: \$50,000

STUDENTS ELIGIBLE FOR FREE OR REDUCED LUNCHES

51.9%

2022 Target: 48%

POVERTY RATE IN SHAWNEE COUNTY (2017)

11.7%
TOTAL POVERTY RATE

15.3%
CHILD POVERTY RATE

2022 Target: 10%

All metrics refer to Shawnee County unless otherwise stated. Sources: 1 Kansas State Department of Education, 2 U.S. Census Bureau, ACS 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 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



ADVISORS EXCEL EXPANDS, EXPECTED ECONOMIC IMPACT OF \$662M

GO Topeka has been working with one of Topeka's largest employers, Advisors Excel, to aid in the expansion of their facilities in Gage Center. The GO Topeka Board of Directors approved the initial incentive in October 2018, with the entire package being approved by the GO Topeka Executive Committee in April 2019 and the JEDO board in May 2019.

Known as "Project Purple," this expansion will bring 220 new full-time jobs over the next five years with an average salary of \$52,000 plus benefits, resulting in a one-time economic impact of \$12.4M from the capital investment and a total economic impact of \$650M over 10 years from the added jobs.

"We've called Topeka home for twenty-plus years now," said Advisors Excel Co-Founder David Callanan. "We live here, raise our families here, and started Advisors Excel here. We're excited about the future of our business and we are just as excited about the future of our city. We appreciate the willingness of JEDO to make this investment helping us grow and expand and we promise that we'll do our best to return that investment in the Topeka community tenfold."

"GO Topeka is excited to come alongside Advisors Excel as they expand their operations in the city. AE provides incredible value to its employees," says Molly Howey, the Greater Topeka Partnership's SVP of Economic Development. "They are a vital contributor to the economic progress Topeka and Shawnee County have enjoyed over the past decade. This expansion is a strategic next step for their organization that the Greater Topeka Partnership is proud to support."

Following GO Topeka's incentive guidelines, Advisors Excel will be receiving up to \$1,490,000 based on the jobs created and capital investments.



**CAPITAL
INVESTMENT**

\$9M

**NEW JOBS TO
BE CREATED**

220



BUSINESS ATTRACTION

GO Topeka has been working strategically to spread the word of the federal opportunity zones and their attractive locations within Topeka. With the news of Project Lightning's incentive funding approval passing through JEDO, the dream of this impactful project locating in Topeka is quickly becoming a reality. As large and exciting projects take advantage of shovel ready sites located in our commerce parks, GO Topeka is enhancing marketing efforts to attract companies to help fill available existing space located across the city and county.



PROJECT
PIPELINE
29



NEW
PROJECTS
IN Q3
10



SITE
VISITS
IN Q3
1

RETENTION & EXPANSION

Currently, we have a total of 10 BRE projects in the pipeline and we continue to serve as a liaison and resource for our existing businesses and talent development partnerships through our Business Retention & Expansion (BRE) program.

When we meet with businesses, we take the opportunity to discuss industry trends and opportunities, workforce demands, what's working for their organization, what's changed, training needs, etc. It's a chance for us to continue to get to know our businesses better and in turn, be able to serve as a stronger advocate and partner for them.



PROJECT
PIPELINE
10



NEW
PROJECTS
IN Q3
4



ON-SITE
VISITS
IN Q3
19

UPDATES

Barbara Stapleton, VP of business retention & talent initiatives, and Freddy Mawyin, research manager, were accepted into Cohort IX of the US Chamber of Commerce Foundation's TPM Academy™ and will complete the academy in the fourth quarter of 2019. 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. In addition, the corresponding TPM web tool activates the six TPM strategies to streamline data collection and visualization for employer partners. Because employer needs vary, the curriculum is a customizable framework for employers to create solutions that directly address the challenges they face in building high-performing talent pipelines.

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.

ENTREPRENEURIAL & MINORITY BUSINESS DEVELOPMENT



Grow a
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Economy



Collaborate
for a Strong
Community

SMALL BUSINESS INCENTIVES



INCENTIVES
ISSUED



INCENTIVES
ISSUED



TOTAL ECONOMIC
BENEFIT



ROI

Through Q3
OF 2019

\$157,325

77

\$198,578

49%

LIFE OF
PROGRAM

\$1.02M

319

\$1,432,532

55%

FASTTRAC NEW VENTURE



STUDENTS
GRADUATED



ACTIVELY IN
BUSINESS

Through Q3
of 2019

36

8

LIFE OF
PROGRAM

700

171

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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Economy

NEW!

NEW
CLIENTS

80

2019
GOAL MET



COUNSELING
HOURS

304

78%
of Goal



EVENTS

8

80%
of Goal

KANSAS PTAC

(PROCUREMENT TECHNICAL ASSISTANCE CENTER)

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

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



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The third quarter saw the announcement of the partnership with Plug and Play, the world's leading innovation platform and one of the most active venture capital funds in Silicon Valley. The feasibility analysis determined that Topeka is the ideal location for an animal health/ag tech accelerator powered by Plug and Play with reach into the entire Animal Health Corridor. The announcement was covered by news media across the region and created excitement both the corporate partner community as well as the regional ecosystem.

It is our new objective now to translate this game changing opportunity into economic impact for Topeka and Shawnee County. To achieve this, our efforts are centered around the following tasks:

1. Continuously introduce Plug and Play to additional potential key corporate partners. There has been strong interest from local and regional corporations both in animal health/ag tech and in adjacent industries in becoming founding members of the accelerator. A Plug and Play membership allows for direct access to external innovation (introduction to startups with relevant product/services) as well as for the opportunity to influence the strategic direction of the Topeka accelerator program.
2. Prepare for the first cohort of startups to arrive in early 2020. This includes short term office space for Plug and Play staff and cohort startups, identifying potential mentors and service providers and preparing a communication plan/branding strategy to be able to effectively communicate with stakeholders in the ecosystem once a start date is determined.
3. Retention plan. 15-20 startups will be participating in the accelerator per year. The retention task force within the Innovation Advisory Board (IAB) and the Momentum 2022 Entrepreneurship and Innovation Workgroup are focusing on finding ways to entice these startups to choose Topeka/Shawnee County to be their home. Embedding founders and their families in our community by making intentional introductions, creating a wellness package, but also by creating talent pipelines and incentive packages are some of the ideas under consideration. In addition, the space task force continues to develop plans for a downtown innovation center and the innovation campus to provide essential infrastructure in the future.
4. Expand regional reach. The animal health/ag tech accelerator program is intended to plant a lightning rod in Topeka that will create opportunity in the Animal Health Corridor. Creating and fostering relationships with ecosystems in Kansas City, Lawrence, Manhattan, Wichita, etc., is critical to the success of the entire program. To that end, our team is in conversations with K-State, KU, startups, funds, entrepreneurship initiatives, resource providers, research organizations, industry associations and many more stakeholders in the region to make them aware of our efforts and to find ways to collaborate. The goal is to establish Topeka as a hub of innovation by creating wins for critical partners in the corridor.





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Economy

712 INNOVATIONS

COWORK | INCUBATOR

The third quarter saw the kickoff of The Wheelhouse Incubator which is a 12-week program designed to pair mentors with founders. In doing so they will develop an action plan that will help them achieve growth goals and habits for running a successful business.

Founders/owners currently enrolled include: **2 Chefs Catering** (Tricia & Ryan Peterson), **Falk Architects** (Bryan Falk), **Fire Me Up Ceramics & Fine Arts Studio, LLC** (Monette Mark), **Infinite Holdings Group LLC** (Emmanuel Herron), **Kansas Spray Foam, Inc** (Diana & Kevin Brauer), **Noller & Associates Inc. DBA American Family** (Brad Noller), **O'Shea Strengths Coaching** (Kristen O'Shea), **Reden Construction & Property Management** (Reden & Dina Jalosjos), and **Woman on the Move Enterprises LLC** (Monique McDowell).

The Cohort is now in week seven of the 12-week program and deep into research to make decisions and take action to develop their 30-60-90 Day Plan. The Plan provides each business founder/owner an action plan to achieve the growth goal they established in the first week of the class.

The Entrepreneurship Community Building Committee (Cindy Evans & Karl Klein, Co-Chairs) had an excellent first quarterly meeting in August and heard from business owner Bryan Falk, on how he leveraged resources in the entrepreneurial community to grow and expand his business, Katrin Bridges, Senior Vice-President of Innovation, GTP on how the new Topeka Plug N Play Animal Health Corridor Vertical will feed into a Shawnee County Growth Initiative, and Gary Satter about loan opportunities for entrepreneurs from the Shawnee StartUps e-community.

The Innovations & Entrepreneurship Mentor Committee (Tim Clothier, Chair) has been focused on working with each of the 12 business founders in the Incubator and their mentors to refine their decisions and actions. The Cohort I mentors and committee members include Tony Blancas, (Fidelity State Bank), Dr. Shekhar Challa (Kansas Medical Clinic), Tim Clothier (Washburn Tech), Scott Gales (Architect One), Karl Klein (WSBDC), Rick LeJuerne (Washburn University), Scott Nickel (Washburn Tech Culinary Arts), Chris Perry (Capitol Federal Savings), Nick Xidis (Hazel Hill Chocolate), Angel Zimmerman (Zimmerman-Zimmerman, P.A.).



Building Topeka's Entrepreneurial Ecosystem

Monday, November 18, 2019, 11:30 a.m. – 6:00 p.m.

Inspired by the Kauffman Foundation's International ESHIP Summit, the event brings city/county officials, business founders/owners, and entrepreneur service organization representatives together in collaboration to develop resources needed for growth. The half-day event will feature Dell Gines, Senior Community Development Advisor for the Federal Reserve Bank of Kansas City, and a Certified Economic Developer who focuses on entrepreneurship based economic development in urban and rural communities. We hope to see you on November 18!

MONTHLY EVENTS

CoWork Wednesdays – Wednesdays, 9 a.m. – 5 p.m.

SCORE at 712 Innovations – Thursdays, 9 a.m. – 12 p.m.

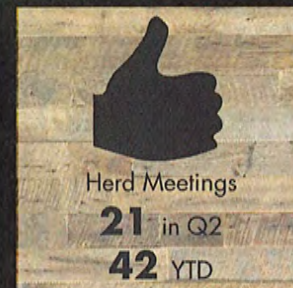
1MC TOPEKA – 1st Wednesday, 9 – 10 a.m.

Topeka Social Media Club – 4th Wednesday, 12 – 1 p.m.

Wheelhouse Incubator – Cohort - September 2 - November 18

Quarterly Entrepreneur Meetup – December 5 - 5-7 p.m. @ Brew Bank





Forge continues to think outside the box to offer the young talent of Topeka new and enriching opportunities. Whether it's the Diversity and Inclusion Herd celebrating Hispanic Heritage Month with a sold-out tortilla making class or the Health Herd getting young professionals out on Lake Shawnee for a sunset kayak paddle for the most Instagram-able moments. From Play Herd's beer yoga - you read that right, beer yoga where attendees incorporated their favorite IPA or pale ale into their warrior poses - to Leadership Herd's Strength Finder class, where everyone got to learn what their strengths were and how to use them in very real world scenarios.

Community Partnerships

Young Professionals paid it forward to area children this summer with the help of a local grant from First Presbyterian Church of Topeka and a partnership with the Deer Creek Community Center. Forge's Inspire Herd took 40 kids on a back to school shopping spree at Kohl's. The kids had a blast modeling their clothes on the 'catwalk' and seeing how high they could jump in their new shoes. As a bonus the extra Kohl's cash earned from the Deer Creek Shopping spree was used to start a clothing closet at Pine Ridge Prep. The impact didn't stop there, the next week Inspire Volunteers hosted an "End of Summer Family Cookout" for the kids and their families. Forge volunteers served up hotdogs, brauts, chips and cookies. They also served up some serious fun with a supersoaker fight and water balloon toss.

Forge was lucky enough to host soft openings for two majorly anticipated dining experiences: Spin Pizza and Brew Bank. These sneak peeks serve as a critical recruiting tool for Forge because it allows new members a preview of the hot spots around town only available to Forge.

Forge continued to build on the Washburn/MO2022 internship it hosted last spring to help bridge the gap between Washburn students and Downtown Topeka. In partnership with DTI and Visit Topeka, Forge was able help make lasting first impressions with Washburn students. They were able to collect some awesome custom WU Topeka Flag stickers as well as take their picture in front of the #TopCity sign during welcome week.

The Forge board got the chance to see what a "Day In The Life" at Stormont Vail is like thanks to the Stormont Vail Foundation. Board members got to experience everything from the NICU to the ER/OR to practicing themselves in the simulation bay! To top off the day they got to see one of the best views of the Topeka skyline from the Heli-pad. It was definitely an experience for the record books!



Earlier this year Forge set out to redesign the Topeka flag to help drum up city pride. It can be seen not only flying on top of buildings and in front of houses, but also on t-shirts and license plates. The coolest part is how the Topeka community has embraced and owned our new moniker. Small businesses have created hand-crafted coffee mugs that had a waiting list that was 50 people long, Norsemen incorporated it into their mural, Washburn had custom stickers made and Jay Shielder elementary school incorporated it into their academic plans that concluded with a fieldtrip to downtown Topeka!



Develop
Homegrown
Talent

WORKFORCE & TALENT

2019 Q3 NUMBERS

TOTAL POPULATION*

124,237 in Topeka
175,061 in SNCO

Topeka even from last year
SNCO even from last year

2,843,739 in Kansas
259,431,000 in USA

LABOR FORCE PARTICIPATION

65,626 in Topeka
94,602 in SNCO

Topeka up **1.2%** from last year
SNCO up **1.1%** from last year

1,484,096 in Kansas
164,301,000 in USA

EMPLOYMENT

63,007 in Topeka
91,091 in SNCO

Topeka up **1.3%** from last year
SNCO up **1.3%** from last year

1,433,594 in Kansas
158,226,000 in USA

JOBS

86,404 in Topeka
118,899 in SNCO

Topeka up **.3%** from last year
SNCO up **1.2%** from last year
1,515,515 in Kansas
159,612,033 in USA

AVERAGE WAGES

\$46,543 in Topeka
\$46,444 in SNCO

Topeka up **2.8%** from last year
SNCO up **2.8%** from last year
\$46,907 in Kansas
\$57,025 in USA

LABOR FORCE PARTICIPATION RATE

52.82% in Topeka
54.04% in SNCO

Topeka up **1.2%** from last year
SNCO up **1.1%** from last year
52.19% in Kansas
63.33% in USA

EMPLOYMENT-POPULATION RATIO

50.72% in Topeka
52.03% in SNCO

Topeka up **1.3%** from last year
SNCO up **1.3%** from last year
50.41% in Kansas
60.99% in USA

UNEMPLOYMENT RATE

3.1% in Topeka
2.9% in SNCO

Topeka down **7.7%** from last year
SNCO down **9.4%** from last year
2.8% in Kansas
3.7% in USA

*Total Civilian Non-institutionalized
Population





Collaborate
for a Strong
Community

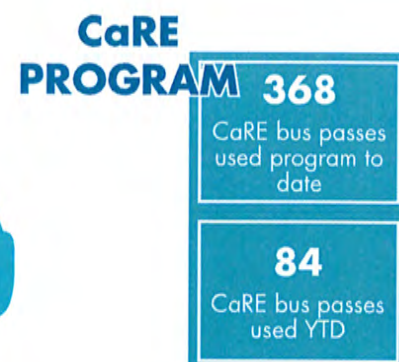


Develop
Homegrown
Talent

In the third quarter of 2019, iNCLUDED had the opportunity to provide exceptional sessions. In July, we hosted "In the Interest of Equity;" a facilitated conversation with Michelle Cuevas-Stubblefield about equity by exploring privilege in society through interactive challenges and discussion to uncover bias and encourage awareness.

In August, we had the opportunity to hear from the Greater Topeka Partnership's Bloomberg Harvard Fellow, Rodrigo Dorador, as he shared exceptional insight into what inclusive economic development can look like in a community and beyond.

In September, we were able to honor National Hispanic Heritage Month as we took a look through the lens of our LatinX Community and heard "Community Organizer Perspectives in Social Responsibility" with Ronnie Padilla, Luis Estrada and Graciela Berumen.





Develop
Homegrown
Talent

On August 12, classes began at the new facility for Washburn Tech East, and interest in the project, programming and campus remain strong. Barbara Stapleton will have the opportunity in October to speak in Indianapolis regarding the Washburn Tech East Project at the 2019 International Economic Development Council (IEDC) Conference on a panel with fellow Higher Education Advisory Committee members about unlocking higher education as an economic development asset, a part of the talent partnerships track.

She will share how the case was made to establish the campus, how community-wide partnerships were foundationally critical to the success of the project and that adaptability and flexibility were necessary throughout, as well as the benefits of the New Markets Tax Credits to further the success and completion of the project.



Check out their announcement video at
<https://www.youtube.com/watch?v=mkvimnoC1vU>



EAST





UPCOMING EVENTS

NOVEMBER

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

DECEMBER

- 5 Quarterly Entrepreneur Meet Up
- 7 WinterFest
- 11 Power Breakfast
- 11 JEDO Quarterly Meeting
- 14 WinterFest
- 21 WinterFest
- 31 Forge NYE Party
METL
Business Unwind
DTI AfterHours

JANUARY

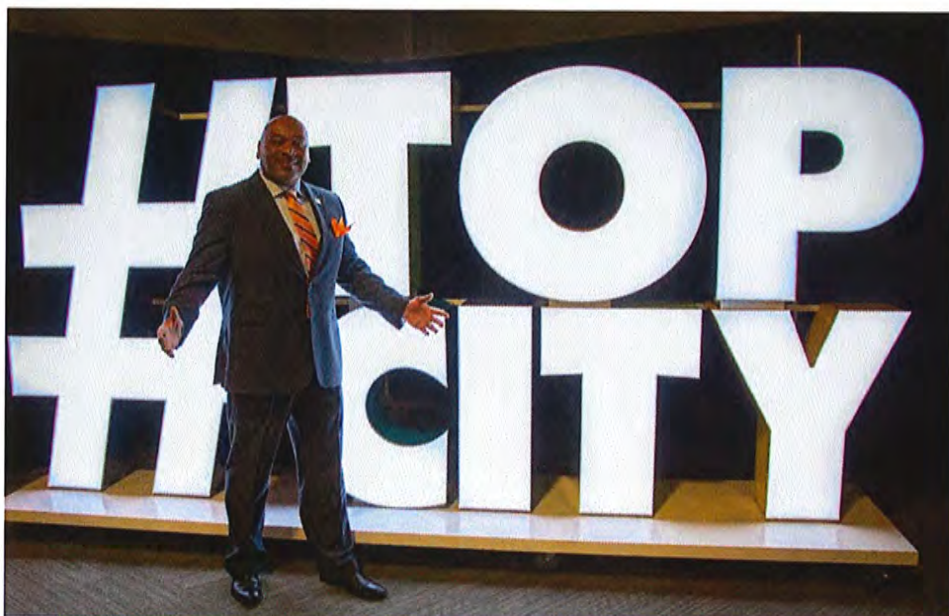
- 3 TopCity Student Teachers
- 14 Welcome Legislators Breakfast
- 16 GTP Annual Meeting
- 21 Business Unwind
- TBD Politically Speaking

FEBRUARY

- 12 iINCLUDED Monthly Meeting



COMMUNITY SPOTLIGHT



Turning Point

On Thursday, September 5 the Greater Topeka Partnership hosted The Turning Point, a Community Living Room Conversation about increasing community pride and engagement in Topeka & Shawnee County. The event was held at the Capitol Plaza Hotel's Maner Conference Center from 5:30 – 8 p.m.

Dr. Ruben West was the guest keynote speaker and acted as facilitator for the event. West is a native Topekan who has achieved national recognition as a speaker, author and trainer, having received a President's Lifetime Achievement Award from President Barak Obama in 2016. The Turning Point finished with a panel discussion comprised of local influencers. Each panelist spoke to the "I am Topeka – Community Pride" voice in Topeka.

Panelists included:

S.J. Hazim – Local organizer and founder of Project Forward

Jenny Torrence – Local entrepreneur, owner of Pinkadilly, Serendipity and NOTO Burrito, and creator/promoter of the "I am Topeka" trend

Taylor Buckley – Founder of the "Topeka Positive Experience" Facebook page

"When you change the way you view and speak about Topeka, you change the opinion of everyone you speak with about Topeka," says Taylor Buckley. "To me, 'I am Topeka' brings a personal touch to living here, and it identifies us all to a common goal – to make Topeka better, daily."

According to SJ Hazim, Topeka has already undergone a transformation. "Topeka is at a place where I've never seen it before," says Hazim. "Leaderships ears are open for new ideas, and hometown pride is higher than I've ever seen it. Anyone with the heart and will can plug in and make magnificent things happen. #Payit4word."

This event was free and open to the public.



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City of Topeka







A Greater Topeka Partnership Organization



Prepared for JEDO
Joint Economic Development Organization