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JEDO Board Meeting  
September 14, 2022  
6:00 P.M.

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

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**JEDO Board Members**

Shawnee County Commissioners

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

City of Topeka Governing Body

|                           |                |
|---------------------------|----------------|
| Michael Padilla           | Mayor          |
| Karen Hiller              | District No. 1 |
| Christina Valdivia-Alcalá | District No. 2 |
| Sylvia Ortiz              | District No. 3 |
| Tony Emerson              | District No. 4 |
| Brett Kell                | District No. 5 |
| Hannah Naeger             | District No. 6 |
| Neil Dobler               | District No. 7 |
| Spencer Duncan            | District No. 8 |
| Michael Lesser            | District No. 9 |

**JEDO Board Voting Members**

Shawnee County Commissioners

Commissioner Aaron Mays  
Commissioner Bill Riphahn  
Commissioner Kevin Cook

City of Topeka Governing Body

Mayor Michael Padilla  
Deputy Mayor Spencer Duncan  
Councilmember Hannah Naeger  
Councilmember Neil Dobler

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 County Counselor's Office (call 785-251-4042 or email [tabitha.pusch@snco.us](mailto:tabitha.pusch@snco.us)) before 5:00 p.m. on the date of the meeting. The JEDO Secretary will provide the Zoom Link to those who sign up for public comment. Members of the public will be let in to speak, one at a time in the order they signed up. As is normally the case, public comment shall not apply to items added during the meeting. Members of the public shall 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 JEDO's website at <https://www.jedoecodevo.com/Meeting-Documents/>.

To make arrangements for special accommodations please call 785-368-3940. A 48-hour advance notice is preferred.



## **JEDO BOARD OF DIRECTORS AGENDA**

**Wednesday, September 14, 2022 - 6:00 p.m.**

**City Council Chambers**

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

**Topeka, Kansas**

**Public Comment Allowed In-Person or via Zoom. Face Coverings & Social Distancing Encouraged**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ACTION ITEM:**
  - A. APPROVAL of May 11, 2022 and July 13, 2022 JEDO Board Meeting Minutes
  - B. APPROVAL of Project Boomerang Incentive Agreement and Announcement
  - C. APPROVAL of Amended Incentive Funding for Project Three
  - D. APPROVAL of Project Three Incentive Agreement and Announcement
  - E. APPROVAL of Project Pages Incentive Funding for \$100,000
  - F. APPROVAL of Contract Amendments for an Earning Period Extension
- 4. PRESENTATION:** Go Topeka Quarterly Update
- 5. PUBLIC COMMENT:**
- 6. REMINDER: 2022 JEDO Board Meeting Dates per the JEDO Operational Rules:**

Wednesday, February 9, 2022  
Wednesday, May 11, 2022  
Wednesday, September 14, 2022  
Wednesday, December 14, 2022
- 7. ADJOURNMENT.**

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 County Counselor's Office (call 785-251-4042 or email [tabitha.pusch@sncoco.us](mailto:tabitha.pusch@sncoco.us)) before 5:00 p.m. on the date of the meeting. The JEDO Secretary will provide the Zoom Link to those who sign up for public comment. Members of the public will be let in to speak, one at a time in the order they signed up. As is normally the case, public comment shall not apply to items added during the meeting. Members of the public shall 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 JEDO's website at <https://www.jedoecodevo.com/Meeting-Documents/>. View the Meeting online at at: <https://www.facebook.com/cityoftopeka/> and <https://www.topeka.org/communications/live-stream/>.

To make arrangements for special accommodations please call 785-368-3940. A 48-hour advance notice is preferred.



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

**JEDO Board Meeting  
September 14, 2022**

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### **ACTION ITEM:**

APPROVAL of May 11, 2022 and July 13, 2022 JEDO Board Meeting Minutes

**Joint Economic Development Organization Board Minutes  
May 11, 2022**

In-Person and Via Zoom  
City Council Chambers  
214 SE 8<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Topeka, Kansas 66603  
Wednesday, May 11, 2022

The Joint Economic Development Organization (JEDO) Board members met at 6:00 p.m. via Zoom meeting and in-person with the following voting Board Members present: Shawnee County Commissioners Aaron Mays, Kevin Cook and Bill Riphahn; City of Topeka Mayor Michael Padilla and Deputy Mayor Spencer Duncan. Councilmember Emerson voted by proxy for Councilmember Dobler. Shawnee County Commissioner Aaron Mays presided as JEDO Chair.

The following nonvoting JEDO Board Members were present: City Councilmember Tony Emerson. The following members participated remotely: City Councilmember Sylvia Ortiz.

The following JEDO Board Members were absent: City Councilmembers Hannah Naeger, Neil Dobler, Karen Hiller, Christina Valdivia-Alcala, Brett Kell and Michael Lesser.

Due to the COVID-19 pandemic, the meeting was conducted in-person as well as via Zoom meeting. Zoom access was provided to those individuals signed up for public comment.

**APPROVAL of a Motion to Add Agenda Item 3C presented:**

*Commissioner Mays moved to approve the Motion to Add Agenda Item 3C, Project Tree Incentive Funding. The motion seconded by Councilmember Emerson, voting by proxy for Councilmember Dobler carried unanimously. (6-0-1)*

**APPROVAL of February 9, 2022 JEDO Board Meeting Minutes was presented:**

*Commissioner Cook moved to approve the Minutes of February 9, 2022. The Motion seconded by Councilmember Emerson voting by proxy for Councilmember Dobler carried unanimously. (6-0-1)*

**APPROVAL of 2021 GO Topeka Auditor's Report was presented:**

Karen Lynn, Director, BT&Co., P.A. presented the Report to the Board of Directors dated May 4, 2022, and summarized the Growth Organization (GO) of Topeka/Shawnee County, Inc., and Subsidiary Consolidated Statement of Financial Position for the year ending December 31, 2021. She stated no new accounting policies were put in place and no changes occurred. She stated that they did not find any red flags or disagreements of any kind. She referenced the auditor letter and adjusting journal entries document, and highlighted the following in the Consolidated Financial Statements:

- Independent Auditors' Report
- Consolidated Statements of Financial Position
- Consolidated Statement of Activities
- Functional Expenses, Cash Flows, Net Losses and Additional Expenses

Ms. Padgett continued to report on the notes of the Consolidated Financial Statements, which include a Summary of significant accounting policies, concentrations of credit risk, availability and liquidity, investments and fair value, property and equipment, land held for economic development, restricted cash and funds, KFCP improvement fund, long term debt, related party transactions, leases, JEDO grant, concentrations and major customers, 401(K) Retirement plan, incentives, risks and uncertainties and subsequent events.

*Commissioner Riphahn moved to approve the Motion. The Motion seconded by Mayor Padilla carried unanimously. (6-0-1)*

**APPROVAL of Project Tree Incentive Funding was presented:**

Molly Howey, GO Topeka President of Economic Development, presented the incentive funding proposal for Project Tree which is an existing business in the manufacturing industry. She explained that this expansion would create a Capital Investment in real property of \$2 million and \$8 million in equipment over the next five years. It will also create 20 new jobs over the next five years with an average wage of at least \$40,000. Go Topeka is offering a total incentive of \$250,000. As of all incentives, this is performance based.

*Councilmember Emerson voting by proxy for Councilmember Dobler moved to approve the Motion for Project Tree Incentive Funding. The motion seconded by Commissioner Riphahn carried unanimously. (6-0-1)*

**A PRESENTATION on 2021 GO Topeka Fourth Quarter Report was presented:**

Freddy Mawyin, Go Topeka Senior Economic Advisor, started the presentation by providing an overview of some of the most consequential economic trends we are seeing in the community, including: percentage of people living in poverty, income, demands for labor and inflation. He explained some issues that the Partnership is working on, such as: identifying solutions for child care, solutions to affordable housing and strategic population of growth.

Deputy Mayor Duncan inquired on the demographics of age as far as population goes, asking if he can get a comparison on the last couple of years. He also asked how they come up with the numbers for the "Target Numbers".

Mr. Mawyin responded that he would get him the exact numbers on the population and for the metrics they decided what target would be natural change and what target would go up and down.

Commissioner Cook asked how does inflation effect salary. He also noted that we do not know if this inflation is temporary or how it may change. He then asked how did the net motor score for the county change?

Mr. Mawyin explained how in general inflation could affect the salary rates, however he does not have the specific numbers right now. He went on to explain how the survey metrics showed public satisfaction go from -50 to about -24.

Molly Howey, GO Topeka President of Economic Development, got up to share a few stories about their visit to NW Arkansas with Walmart Distribution Headquarters.

Ashley Lehman, GO Topeka Business Development Manager, reported on the active pipeline that currently has 31 active projects. She also provided an aviation update as well as informing us that they had 2 site visits recently, although they were very different. She went on to talk about the Business Retention and Expansion Community Survey that was sent out to local businesses. They received over 90 responses back, 46 of which said they were likely to increase capital investment in the next 6 months. 57 more are likely to increase the number of employees. From that information they will start scheduling meetings and trying to get their resources out.

Deputy Mayor Duncan asked if there were any subcategories to the questions on the survey to give specific numbers on employees or capital investment.

Ms. Lehman responded that no, there was not that specific of questions.

Ms. Howey came up to mention the success of Mars here in Topeka and how they are going to return to their Chicago plant and try to encourage workers to relocate here to Topeka to work.

Trina Goss, Go Topeka Director of Business & Talent presented slides on the Housing Advocacy Task Force and addressing the Topeka-Shawnee County Housing Strategies Outlined in MO27. At their first meeting they discussed their Aspirations, Challenges/Gaps and what is the Initial Action Item. She also spoke about the Child Care Summit they hosted.

Glenda Washington, Go Topeka Chief Equity and Opportunity Officer, presented on Equity & Opportunity Strategies. She explained the DEI Strategy that includes, Awareness, Inclusion and Commitment. She gave an update that she no longer works just with small businesses but now will focus on minority owned businesses, women owned businesses and veteran owned businesses.

Mayor Padilla had a question about the feed-back from the minority owned businesses and if they have a common problem they share.

Ms. Washington shared that the most common things she hears is: navigating county government, slum lords, language barriers and money. She said they are circling back around to businesses to see if they qualify for the empowerment fund.

Stephanie Moran, Senior Vice-President, Innovation, Go Topeka, presented on Plug and Play, Animal Health as she explained some of the discussions they have been having. She gave an overview of the panel discussion that was held on March 9<sup>th</sup>, titled “Igniting Innovation: The Role of Community in the Startup Journey.” This panel allowed Topeka, Shawnee County and community members to hear from local and national startups about their own entrepreneurial

journeys. She announced the Go Topeka Team is partnering with a current company, Cargill, who has created a partnership with StenCo, a company specializing in sustainable and biodegradable packaging. Plug and Play Headquarters announced they will be opening back up.

Laurie Pieper, Go Topeka Vice-President of Entrepreneurship & Small Business, presented on Entrepreneurship & Small Business. She started by thanking everyone who attended the Small Business Awards. They had a public nomination process which included award categories such as the Young Entrepreneur, Woman-Owned Small business, Veteran-Owned Small Business, Top City Small Business of the Year, among other categories. Ms. Pieper went on to give a brief overview of the slides in the agenda packet that covered the Small Business Incentives. She pointed out a webinar that the small business team had for “Coping Strategies for Dealing with Inflation”. She also attended the U.S. Chamber of Commerce SBC Meeting in Salt Lake City, in which one of the topics that kept coming up was the Small Business Bill of Rights. She explained how they would be speaking with our local businesses more about that. She pointed out an Entrepreneurship Ecosystem Survey they will be putting out soon, as well as launching a platform called DealRoom that will track startup activity in our region and help us engage with companies. On top of that, Go Topeka is partnering and collaboration with different universities to help support innovation and entrepreneurship. These partnerships include K-State, Washburn University and KU. Ms. Pieper then announced Go Topeka will be launching a new Mentorship Network called “Propeller”. The program is designed to offer some structure and guidance to participants while also allowing for organic connections and flexible scheduling.

**NO PUBLIC COMMENT was provided.**

NO FURTHER BUSINESS appearing the meeting was adjourned at 7:08 p.m.

**Joint Economic Development Organization Board Minutes  
July 13, 2022**

In-Person and Via Zoom  
City Council Chambers  
214 SE 8<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Topeka, Kansas 66603  
Wednesday, July 13, 2022

The Joint Economic Development Organization (JEDO) Board members met at 6:00 p.m. via Zoom meeting and in-person with the following voting Board members present: Shawnee County Commissioners Aaron Mays, Bill Riphahn and Kevin Cook; City of Topeka Mayor Michael Padilla. Deputy City Mayor Spencer Duncan. The following members participated remotely: City Councilmember Hannah Naeger and City Councilmember Tony Emerson as proxy for Neil Dobler. Shawnee County Commissioner Aaron Mays presided as JEDO Chair.

The following nonvoting JEDO Board members were present: Councilmember Karen Hiller participated remotely

The following JEDO Board members were absent: City Councilmembers Neil Dobler, Christina Valdivia-Alcala, Sylvia Ortiz, Brett Kell and Michael Lesser.

Due to the COVID-19 pandemic, the meeting was conducted in-person as well as via Zoom meeting. Zoom access was provided to those individuals signed up for public comment.

**APPROVAL of Project Bolt Incentive Funding for \$268,000 was presented:**

Molly Howey, GO Topeka President of Economic Development spoke about Project Bolt. Project Bolt is an existing business in Topeka. They are planning to add 44 new jobs over the next 5 years with a Capital Investment of 7 million dollars. With a total economic impact over the next 10 years of 156 million dollars.

*City of Topeka Mayor Padilla moved to approve the Motion. The Motion seconded by Commissioner Riphahn carried unanimously. (7-0-0)*

**APPROVAL of Project Boomerang Incentive Funding for \$585,000 was presented:**

Molly Howey, GO Topeka President of Economic Development spoke about Project Boomerang. Project Boomerang is an existing business in Topeka. They are planning to add 40 new jobs over the next 5 years with a Capital Investment of 125 million dollars. With a total economic impact over the next 10 years of 480 million dollars.

*Commissioner Riphahn moved to approve the Motion. The Motion seconded by Commissioner Mayor Padilla carried unanimously. (7-0-0)*

**APPROVAL of Project Three Incentive Funding for \$205,000 was presented:**

Molly Howey, GO Topeka President of Economic Development spoke about Project Three. Project Three is a new business in Shawnee County. They will be adding 28 jobs over 5 years but will try to add those jobs in the first year with a Capital Investment of 125 million dollars. With a total economic impact of 259 million dollars. Project Three is also working with the state to request incentives and with that there are application fees. They are asking to be reimbursed for those application fees.

*Commissioner Mays moved to approve the Motion. The Motion seconded by Commissioner Riphahn carried unanimously. (7-0-0)*

**APPROVAL of Earning Period Extension for Active Agreements was presented:**

Molly Howey, GO Topeka President of Economic Development spoke about extending the performance period of all active, approved incentives by an additional three years due to the COVID-19 pandemic, supply chain issues as well as the ability to add new jobs that has been negatively impacted. Go Topeka recommends extending them for each of the 17 companies who were under active incentive agreements for the years 2020, 2021 and 2022. The extension only allows additional time to make investments and add new jobs.

Commissioner Mays inquired about where did they come up with the 3year extension if we are only around 2 ½ years post Covid?

Ms. Howey explained that because in 2020, 2021 and 2022 the businesses were not able to get as much growth as they thought. This would allow them 3 extra years to show the growth.

Mayor Padilla asked if this would change any other parts of the Agreements.

Ms. Howey explained that it would only give additional time, not change any of the numbers in the contracts.

Deputy Mayor Duncan asked if we will be allowing this for future incentives or will this be the one and only?

Ms. Howey agreed that this would be a one-time thing only. No one expected the difficulties that we would have with Covid, however in the future they would lay out the expectations normally.

*Mayor Padilla moved to approve the Motion. The Motion seconded by Deputy City Mayor Duncan carried unanimously. (7-0-0)*

**APPROVAL of Project James Incentive Agreement and Announcement was presented:**

Ashley Lehman, Business Development Manager, spoke about the Project James Incentive Agreement. Project James (Topeka Foundry and Iron Works) is an existing company that is looking to grow and expand in the community. This is an amendment to the existing contract for

an additional \$5,000,000 that will be invested in equipment and machinery which would add an additional \$10,000 in incentives for these investments. This would bring the Total Economic Impact over the next 10 years to \$2.5 Million with an ROI of 450%. She was excited to announce that Project James is Topeka Foundry and Iron Works.

Taylor Haas, General Manager and Angela Ayala, Controller, both spoke and thanked everyone for the support.

*Commissioner Cook moved to approve the Motion. The Motion seconded by Commissioner Riphahn carried unanimously. (7-0-0)*

**APPROVAL of Project Julia Incentive Agreement and Announcement was presented:**

Ashley Lehman, Business Development Manager, spoke about the Project Julia (Polo Custom Products) Incentive Agreement. Project Julia is an existing company that is looking to grow and expand in the community. This is an amendment to the existing contract that will add 5 new jobs over the next 5 years with an average wage of \$59,000. The total requested incentive is \$98,900. It would have a total economic impact of \$61 million over the next 10 years, a capital investment of \$700K with an ROI of 142%. She was excited to announce that Project Julia is Polo Custom Products.

Al Frost, VP of Human Resources, spoke and thanked everyone for the support. Talked a little bit about the business and what they do.

*City of Topeka Mayor Padilla moved to approve the Motion. The Motion seconded by Commissioner Mays carried unanimously. (7-0-0)*

**APPROVAL of Project Tree Incentive Agreement and Announcement was presented:**

Molly Howey, GO Topeka President of Economic Development spoke about Project Tree (Mainline Printing). Project Tree is an existing business that will be adding 20 new jobs over the next 5 years with a Capital Investment of 10 million dollars. With a total economic impact of 104 million dollars over the next 10 years. She was excited to announce that Project Tree is Mainline Printing.

John Parker JR, COO of Mainline Printing spoke and thanked everyone for the support. He is looking forward to expanding the business in Topeka. They are getting a couple new presses that should be in by the beginning of the year.

*Commissioner Mays moved to approve the Motion. The Motion seconded by Commissioner Cook carried unanimously. (7-0-0)*

**NO PUBLIC COMMENT was provided.**

NO FURTHER BUSINESS appearing the meeting was adjourned at 6:25 p.m.



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

**JEDO Board Meeting  
September 14, 2022**

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### **ACTION ITEM:**

APPROVAL of Project Boomerang Incentive Agreement and Announcement

**INCENTIVE AGREEMENT**

This Incentive Agreement is effective \_\_\_\_\_, 2022, 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, President, GO Topeka

PROJECT BOOMERANG

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**WHEREAS**, PROJECT BOOMERANG is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, PROJECT BOOMERANG is contemplating investing approximately One Hundred Twenty-Five Million Dollars (\$125,000,000.00) to equip additional production space in Shawnee County, Kansas; and

**WHEREAS**, PROJECT BOOMERANG intends to expand its operations and, in the process, create forty (40) full time jobs over the next approximately five (5) years; and

**WHEREAS**, GO TOPEKA desires to assist and promote PROJECT BOOMERANG by offering up to Five Hundred Eighty-Five Thousand Dollars (\$585,000.00) in employment, capital investment and training incentives; and

**WHEREAS**, PROJECT BOOMERANG 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 BOOMERANG an employment incentive of up to Two Hundred Eighty Thousand Dollars (\$280,000.00) (the “Employment Incentive”) for new Full Time Employment Positions created by PROJECT BOOMERANG over five (5) years, subject to the limitations and requirements outlined herein. The eligibility for Employment Incentive for 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> |
|----------------------------|-----------------------------------|-----------------|
| • \$56,000 - \$61,999      | \$5,000                           | \$1,000         |
| • \$62,000 - \$67,999      | \$5,500                           | \$1,100         |
| • \$68,000 - \$74,999      | \$6,000                           | \$1,200         |
| • \$75,000 or more         | \$7,000                           | \$1,400         |

A Full Time Employment Position receiving compensation of less than \$56,000.00 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 BOOMERANG 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 BOOMERANG, 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 other requirements identified herein, including compensation). Each Full Time Employment Position must be one in which PROJECT BOOMERANG withholds and pays all federal, state and local employment taxes attributable to the employee. More than one position cannot be aggregated to qualify for an Employment Incentive.

Only new Full Time Employment Positions shall be eligible for the Employment Incentive. A “new” Full Time Employment Position is an otherwise eligible Full Time

Employment Position that is in excess of and in addition to the \_\_\_\_\_ (\_\_\_) Full Time Employees employed by PROJECT BOOMERANG as of May 31, 2022. To qualify for the Employment Incentive, the Full Time Employment Positions must commence on or after May 31, 2022 and be hired and receiving compensation by December 31, 2027.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and PROJECT BOOMERANG 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 Two Hundred Eighty Thousand Dollars (\$280,000.00) in the aggregate. Generally, the maximum annual Employment Incentive payment shall be Fifty-Six Thousand Dollars (\$56,000.00); however, if PROJECT BOOMERANG is experiencing faster than anticipated growth and the GO TOPEKA budget allows, the yearly Employment Incentive may exceed the noted maximum at the direction of the President of GO TOPEKA.

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

- New Full Time Employment Positions hired between May 31, 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;
- New Full Time Employment Positions hired between January 1, 2025 and December 31, 2025 will be eligible to receive the first incentive payment installment in 2026;
- New Full Time Employment Positions hired between January 1, 2026 and December 31, 2026 will be eligible to receive the first incentive payment installment in 2027;
- New Full Time Employment Positions hired between January 1, 2027 and December 31, 2027 will be eligible to receive the first incentive payment installment in 2028;

provided, however, that PROJECT BOOMERANG 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 BOOMERANG'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 BOOMERANG hires one (1) new Full Time Employment Positions between May 31, 2022 and December 31, 2022 and maintains that position through 2024, plus hires two (2) new Full Time Employment Positions throughout the period between January 1, 2023 and December 31, 2023 and the average compensation among all three (3) positions is at least Fifty-Six Thousand Dollars (\$56,000), PROJECT BOOMERANG would be eligible to receive an Employment Incentive installment in the amount of three thousand nine hundred dollars (\$3,000) (3 x \$1,000) in 2024 upon receipt and verification of appropriate documentation.

**2. Employment Incentive Calculation Documentation.** When and as reasonably requested by GO TOPEKA, PROJECT BOOMERANG 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 BOOMERANG'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 BOOMERANG 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.** PROJECT BOOMERANG may earn an Employee Training Incentive in an amount not to exceed Forty Thousand Dollars (\$40,000.00) (the "Employee Training Incentive").

For the Full Time Employee Training Incentive, GO Topeka shall reimburse PROJECT BOOMERANG for verifiable training costs including, but not limited to, tuition, registration fees, computer software for in-house training and other direct training costs incurred from May

31, 2022 to December 31, 2027 in accordance with the following provisions. PROJECT BOOMERANG shall be eligible for One Thousand Dollars (\$1,000.00) in Employee Training Incentive for each net new Full Time Employment Position (as defined in Section 1 “Local Employment Incentive”), up to forty (40), created by PROJECT BOOMERANG. Thus, for PROJECT BOOMERANG to receive all Forty Thousand Dollars (\$40,000.00) in Full Time Employee Training Incentive the company’s full time employment would need to increase to at least \_\_\_\_\_ (\_\_\_\_).

A Full Time Employee Training Incentive payment may be made to PROJECT BOOMERANG starting in 2023 for training costs incurred by any full time employee (new or existing) at PROJECT BOOMERANG in 2022 upon proof of approved training expenses in the form of paid invoices, or other verifiable records confirming payment for approved training expenses. The amount of Full Time Employee Training Incentive available in 2023 will be based on net new Full Time Employment Positions created by PROJECT BOOMERANG in 2022. For example, if PROJECT BOOMERANG created ten (10) net new Full Time Employment Positions in 2022, increasing the company’s full time employee count to \_\_\_\_\_ (\_\_\_\_), PROJECT BOOMERANG could receive a reimbursement of up to \$10,000.00 for expenses incurred to train any existing or new full time employee. Payment for training expenses incurred shall be available on a yearly basis thereafter through 2028 based on the previous year’s net new job creation and verifiable training costs. GO TOPEKA shall not reimburse PROJECT BOOMERANG for wages paid to an employee while they are in training or incidental costs associated with training such as travel expenses, meals, and lodging.

**4. Equipment Investment Incentive.** For each One Million Dollars (\$1,000,000.00) in expenditure made by PROJECT BOOMERANG between May 31, 2022 and December 31, 2027 for the purchase of equipment to be housed at its real estate located in Shawnee County, Kansas GO TOPEKA shall pay an incentive to PROJECT BOOMERANG of Two Thousand Dollars (\$2,000.00) (The “Equipment Investment Incentive”). The aggregate of said equipment investment incentive payments shall not exceed Two Hundred Forty Thousand Dollars (\$240,000.00). PROJECT BOOMERANG’s equipment investment is expected to be One Hundred Twenty Million Dollars (\$120,000,000.00). The equipment investment incentive payments shall be made to PROJECT BOOMERANG upon GO TOPEKA’s receipt of documentary evidence showing the purchase of said equipment.

Additionally, GO TOPEKA shall pay Twenty-Five Thousand Dollars (\$25,000.00) towards the capital investment of PROJECT BOOMERANG in its existing real estate and improvements in Shawnee County, Kansas. GO TOPEKA shall pay these funds to PROJECT BOOMERANG upon receipt of the documentation set forth herein.

The aggregate of said Real Estate and Equipment Investment incentive payments shall not exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000.00). The Real Estate and Equipment Investment incentive payments shall be made to PROJECT BOOMERANG upon GO TOPEKA's receipt of documents showing and evidencing the capital investment in the subject real estate including any and all appropriate documentary evidence showing further capital investment in the subject real estate for the construction or renovation of said equipment. Purchases related to the Real Estate and Equipment Investment Incentive must be made by PROJECT BOOMERANG between May 31, 2022 and December 31, 2027.

**5. Use of Funds.** The funds received by PROJECT BOOMERANG 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. 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.

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

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

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 BOOMERANG advance notice of any reduction of funds when practical. PROJECT BOOMERANG 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 BOOMERANG. 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 BOOMERANG 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 BOOMERANG 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 BOOMERANG 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 BOOMERANG”

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

“GO TOPEKA”

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

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

Print Name: Molly Howey

Title: President, GO Topeka

City of Topeka & Shawnee County



## *Agenda Item No. 3C*

**JEDO Board Meeting  
September 14, 2022**

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### **ACTION ITEM:**

APPROVAL of Amended Incentive Funding for Project Three



## Project Three Incentive Proposal

GO Topeka is working with a new company who is interested in leasing existing space in Shawnee County for a third-party logistics facility (3PL) to serve some of our existing manufacturing companies. They will add all their investment and new employees in year one and have requested a three-year ramp up and incentive payout schedule because of that. The incentives proposed are outlined below:

### Real Property Investment Incentive

GO Topeka may offer a cash incentive paid upon performance of \$5,000 per million invested in real property. For this proposal, we have used the provided estimated investment of \$2.5M. As the project scope is further defined, all offerings can be adjusted to more accurate figures.

Total value of the Real Property Investment Incentive offered is: \$12,500

### Employment Cash Incentive

Based on the scope of the project and the projected average annual salary of at least \$55,000 plus benefits, GO Topeka will offer a performance-based cash incentive payable over three years as earned in the amount of \$5,500 per employee for up to 55 employees.

Total value of the employment incentive offered is: \$302,500

### Cash for Training

The community recognizes the importance of a skilled workforce. As part of the incentive package for Project Three, GO Topeka will offer a cash training grant of \$1,000 per new employee up to 55 employees.

Total value of the training incentive offered is: \$55,000

### Application Fee Reimbursement

GO Topeka may offer a cash reimbursement for the State Incentive Application Fees, up to \$3,000.

Total value of the application fee reimbursement offered is: \$3,000

|  |                  |
|--|------------------|
| Real Property Incentive Value          | \$12,500         |
| Employment Incentive Value             | \$305,500        |
| Training Incentive Value               | \$55,000         |
| Application Fee Reimbursement          | \$3,000          |
| <b>Total GO Topeka Incentive Value</b> | <b>\$376,000</b> |

City of Topeka & Shawnee County



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## *Agenda Item No. 3D*

**JEDO Board Meeting  
September 14, 2022**

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### **ACTION ITEM:**

APPROVAL of Project Three Incentive Agreement and Announcement

**INCENTIVE AGREEMENT**

This Incentive Agreement is effective \_\_\_\_\_, 2022, 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, President, GO Topeka

**PROJECT THREE**

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**WHEREAS**, PROJECT THREE is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, PROJECT THREE is contemplating investing approximately Two Million Five Hundred Dollars (\$2,500,000.00) to develop a location in Shawnee County, Kansas; and

**WHEREAS**, PROJECT THREE intends to commence operations locally and, in the process, create fifty-five (55) full time jobs over the next approximately three (3) years; and

**WHEREAS**, GO TOPEKA desires to assist and promote PROJECT THREE by offering up to Three Hundred Seventy Three Thousand Dollars (\$373,000.00) in employment, capital investment and training incentives; and

**WHEREAS**, PROJECT THREE acting in reliance upon the incentives set forth in this Agreement, has decided to locate 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 THREE an employment incentive of up to Three Hundred Two Thousand Five Hundred Dollars

(\$302,500.00) (the “Employment Incentive”) for new Full Time Employment Positions created by PROJECT THREE over three (3) years, subject to the limitations and requirements outlined herein. The eligibility for Employment Incentive for a new Full Time Employment Position is based on average annual compensation as follows:

| <u>Annual Average Compensation</u> | <u>Total Employment Incentive</u> | <u>Per Year</u> |
|------------------------------------|-----------------------------------|-----------------|
| • \$55,000                         | \$5,500                           | \$1,833.33      |

. Average annual compensation for the new facility shall be \$55,000 or more.

As used in this agreement, a “Full Time Employment Position” is an employee position that includes approximately 2,080 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 THREE 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 THREE, 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 other requirements identified herein, including compensation. Each Full Time Employment Position must be one in which PROJECT THREE 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 Zero (0) Full Time Employees employed by PROJECT THREE as of July 14, 2022. To qualify for the Employment Incentive, the Full Time Employment Positions must commence on or after July 14, 2022 and be hired and receiving compensation by December 31, 2025.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and PROJECT THREE 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 Three Hundred Two Thousand Five Hundred Dollars (\$302,500.00) in the aggregate. Generally, the maximum annual Employment Incentive payment shall be One Hundred Thousand Eight Hundred Thirty Three and 33/100 Dollars (\$100,833.33); however, if PROJECT THREE is experiencing faster than anticipated growth and the GO TOPEKA budget allows, the yearly Employment Incentive may exceed the noted maximum at the direction of the President of GO TOPEKA.

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

- New Full Time Employment Positions hired between July 14, 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;
- New Full Time Employment Positions hired between January 1, 2025 and December 31, 2025 will be eligible to receive the first incentive payment installment in 2026;

provided, however, that PROJECT THREE 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 THREE'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 THREE hires one (1) new Full Time Employment Position between July 14, 2022 and December 31, 2022 and maintains that position through 2024, plus hires two (2) new Full Time Employment Positions throughout the period between January 1, 2023 and December 31, 2023 and the compensation among all three (3) positions is at least Fifty-Five Thousand Dollars (\$55,000) per position, PROJECT THREE would be eligible to receive an Employment Incentive installment in the amount of three thousand nine hundred dollars (\$5,500) (3 x \$1,833.33) in 2024 upon receipt and verification of appropriate documentation.

**2. Employment Incentive Calculation Documentation.** When and as reasonably requested by GO TOPEKA, PROJECT THREE 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 THREE's performance hereunder. GO TOPEKA is granted the right to audit payroll and human resources records during the term of this Agreement during regular business hours and upon providing prior written notice to PROJECT THREE for the purpose of reviewing records and documents (which may be redacted to protect Private Information such as personal identifying information for any employee). Such records and documents shall be provided as requested on a "view only" basis without duplication and Go Topeka will not be entitled to copy, photograph, duplicate or retain any records or documents provided in connection with the exercise of access rights under this Agreement. GO TOPEKA is granted the right to reduce payments made to PROJECT THREE by amounts found to be improper, unauthorized or unsubstantiated. GO TOPEKA shall have sole authority in this regard (to be exercised reasonably) and shall base its decision upon information submitted, including absence of documents to substantiate expenditure.

**3. Employee Training Incentive.** In addition to the foregoing, PROJECT THREE may earn an Employee Training Incentive in an amount not to exceed Fifty Five Thousand Dollars (\$55,000.00) (the "Employee Training Incentive").

For the Full Time Employee Training Incentives, GO Topeka shall reimburse PROJECT THREE for verifiable training costs including, but not limited to, tuition, registration fees, computer software for in-house training and other direct training costs to include wages of supervisors and trainers for PROJECT THREE incurred from July 14, 2022 to July 13, 2025 in accordance with the following provisions. PROJECT THREE shall be eligible for One Thousand Dollars (\$1,000.00) in Employee Training Incentive for each net new Full Time Employment Position (as defined in Section 1 "Local Employment Incentive"), up to fifty-five (55), created by PROJECT THREE. Thus, for PROJECT THREE to receive all Fifty-Five Thousand Dollars (\$55,000.00) in Full Time Employee Training Incentive the company's full time employment would need to increase to at least fifty-five (55).

A Full Time Employee Training Incentive payment may be made to PROJECT THREE starting in 2023 for training costs incurred for any full-time employee (new or existing) at

PROJECT THREE in 2022 upon proof of approved training expenses in the form of paid invoices, or other verifiable records confirming payment for approved training expenses. The amount of Full Time Employee Training Incentive available in 2023 will be based on net new Full Time Employment Positions created by PROJECT THREE in 2022. For example, if PROJECT THREE created ten (10) net new Full Time Employment Positions in 2022, increasing the company's full time employee count to ten (10), PROJECT THREE could receive a reimbursement of up to \$10,000.00 for expenses incurred to train any existing or new full time employee. Payment for training expenses incurred shall be available on a yearly basis thereafter through 2026 based on the previous year's net new job creation and verifiable training costs. GO TOPEKA shall not reimburse PROJECT THREE for wages paid to an employee while they are in training or incidental costs associated with training such as travel expenses, meals, and lodging.

**4. Real Estate Investment Incentive.** For each One Million Dollars (\$1,000,000.00) in expenditure made by PROJECT THREE between July 14, 2022 and December 31, 2025 for the development or improvement of real estate located in Shawnee County, Kansas GO TOPEKA shall pay an incentive to PROJECT THREE of Five Thousand Dollars (\$5,000.00) (The "Real Estate Investment Incentive"). The aggregate of said real estate investment incentive payments shall not exceed Twelve Thousand Five Hundred Dollars (\$12,500.00). PROJECT THREE's real estate investment is estimated to be Two Million Five Hundred Thousand Dollars (\$2,500,000.00), provided, however, it is understood that PROJECT THREE shall not be obligated to invest that amount. The real estate investment incentive payments shall be made to PROJECT THREE upon GO TOPEKA's receipt of documentary evidence showing the investment in said real estate.

**5. State Incentive Application Fees.** Upon PROJECT THREE's satisfactory progress towards the development of its project in Shawnee County, GO TOPEKA shall reimburse PROJECT THREE for any State of Kansas Incentive Application Fees up to Three Thousand Dollars (\$3,000.00) upon PROJECT THREE's demonstration of the payment of those fees to the pertinent state agency. The timing of the payment of this incentive will be in the sole discretion of the President of GO TOPEKA.

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

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 THREE 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 THREE shall provide prompt advance notice to GO TOPEKA of any material change in PROJECT THREE's ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in a default by PROJECT THREE 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 THREE agrees to participate in a public announcement 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. Any such announcements or publications must be approved in advance by PROJECT THREE'S marketing and public affairs department.

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.

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 THREE 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 THREE.

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), provided that such reduction shall only apply to New Hires retained after notice thereof has been given to PROJECT THREE as provided in the immediately next sentence. GO TOPEKA will give PROJECT THREE advance notice of any reduction of funds . PROJECT THREE 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 solely with respect to New Hires retained after such notice has been given to PROJECT THREE upon written notice . 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 THREE waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur. In no event shall PROJECT THREE be required to refund any amounts previously paid by GO TOPEKA to PROJECT THREE.

o. In carrying out the terms and provisions of this agreement, PROJECT THREE 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 THREE agrees to make a good faith effort to provide relocating information to 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 THREE”

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

“GO TOPEKA”

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

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

Print Name: Molly Howey  
Title: President, GO Topeka

City of Topeka & Shawnee County



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## *Agenda Item No. 3E*

**JEDO Board Meeting  
September 14, 2022**

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### **ACTION ITEM:**

APPROVAL of Project Pages Incentive Funding for \$100,000



## Incentive Proposal

8.11.2022

Below is a draft proposal with some very general assumptions that can be adjusted as your project is refined.

Assumptions this proposal is based on:

- 20 new jobs over the next five years, with an average wage of at least \$40,000

### Employment Incentive

Based on the assumption the company would bring 20 new jobs to Shawnee County over the next five years with an average annual salary of \$40,000 GO Topeka may offer a performance-based cash grant payable over five years in an amount of \$4,000 per employee. The incentive amount will adjust as those numbers adjust up until the time and incentive contract is executed.

The value of the employment incentive offered is: \$80,000

### Cash for Training

The community recognizes the importance of a skilled workforce. As part of the incentive package, GO Topeka will offer a cash training grant of \$1,000 per new employee up to 20 employees.

The value of the training incentive offered is: \$20,000

| <b>GO Topeka Cash Incentives</b> |                  |
|----------------------------------|------------------|
| <b>Employment Incentive</b>      | <b>\$80,000</b>  |
| <b>Training Incentive</b>        | <b>\$20,000</b>  |
| <b>TOTAL</b>                     | <b>\$100,000</b> |

### Incentive Notes

Once all parameters of the project are finalized, GO Topeka will provide an updated proposal. All proposed incentive packages are contingent upon approval of the GO Topeka Board of Directors and the Joint Economic Development Organization (JEDO). This timeline could be expedited to a three-week process to help keep project timelines on track if needed.

All incentives are performance based and paid in cash as earned by hitting agreed upon thresholds outlined above and to be detailed in a formal incentive agreement. Incentive funds received can be used at the company's discretion.



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## *Agenda Item No. 3F*

**JEDO Board Meeting  
September 14, 2022**

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**ACTION ITEM:**

APPROVAL of Contract Amendments for an Earning Period Extension

17 Contracts:

1. Advisors Excel
2. Bimini
3. Ernest-Spencer
4. Global Grain
5. Hayden Tower
6. Heinen Bros
7. Hill's Plant Expansion
8. Hill's Small Paws
9. HME, Inc.
10. Industrial Maintenance
11. Life Tech
12. Mercury Broadband
13. Midwestern Metals
14. Reser's
15. Topeka Foundry & Iron Works, LLC
16. THM LLC
17. Walmart Inc.

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Advisors Excel, LLC (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective September 11, 2019 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b> | <b>Original Performance Period</b>    | <b>Amended Performance Period</b>     |
|-----------------------|---------------------------------------|---------------------------------------|
| Local Employment      | December 12, 2018 – December 31, 2023 | December 12, 2018 – December 31, 2026 |
| Employee Training     | December 12, 2018 – December 31, 2023 | December 12, 2018 – December 31, 2026 |
| Real Estate           | December 12, 2018 – December 31, 2023 | December 12, 2018 – December 31, 2026 |
| Equipment             | December 12, 2018 – December 31, 2023 | December 12, 2018 – December 31, 2026 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**ADVISORS EXCEL, LLC**

2950 SW McClure Road

Topeka, KS 66614

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Bimini, LLC (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective December 12, 2019 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b>              | <b>Original Performance Period</b>    | <b>Amended Performance Period</b>     |
|------------------------------------|---------------------------------------|---------------------------------------|
| Local Employment                   | September 1, 2019 – December 31, 2024 | September 1, 2019 – December 31, 2027 |
| Employee Training                  | September 1, 2019 – December 31, 2024 | September 1, 2019 – December 31, 2027 |
| Real Estate & Equipment Investment | September 1, 2019 – December 31, 2024 | September 1, 2019 – December 31, 2027 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**BIMINI, LLC**

1440 SW 41<sup>st</sup> Street, Ste. B

Topeka, KS 66609

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

**AMENDMENT NO. 1 TO INCENTIVE AGREEMENT**

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Ernest-Spencer Metals (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective December 8, 2021 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b>              | <b>Original Performance Period</b> | <b>Amended Performance Period</b> |
|------------------------------------|------------------------------------|-----------------------------------|
| Local Employment                   | May 19, 2021 – June 30, 2026       | May 19, 2021 – June 30, 2029      |
| Employee Training                  | May 19, 2021 – December 31, 2026   | May 19, 2021 – December 31, 2029  |
| Real Estate & Equipment Investment | May 19, 2021 – June 30, 2026       | May 19, 2021 – June 30, 2029      |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**ERNEST-SPENCER METALS**

5600 SW Topeka Blvd

Topeka, KS 66609

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

**AMENDMENT NO. 1 TO INCENTIVE AGREEMENT**

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Global Grain, LLC (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective September 12, 2018 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b> | <b>Original Performance Period</b>     | <b>Amended Performance Period</b>      |
|-----------------------|--|--|
| Local Employment      | January 1, 2019 - June 30, 2023        | January 1, 2019 - June 30, 2026        |
| Capital Investment    | September 12, 2018 - December 31, 2019 | September 12, 2018 - December 31, 2022 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**GLOBAL GRAIN, LLC**

3610 NW 16<sup>th</sup> Street

Topeka, KS 66618

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Hayden Tower Service, Inc. (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective December 22, 2020 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| Incentive Type   | Original Performance Period          | Amended Performance Period           |
|------------------|--------------------------------------|--------------------------------------|
| Local Employment | October 14, 2020 – December 31, 2025 | October 14, 2020 – December 31, 2028 |
| Training         | October 14, 2020 – December 31, 2030 | October 14, 2020 – December 31, 2033 |
| Facility         | October 14, 2020 – December 31, 2024 | October 14, 2020 – December 31, 2027 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**HAYDEN TOWER SERVICE, INC.**

2836 NW Hwy 24  
Topeka, KS 66618

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

**AMENDMENT NO. 1 TO INCENTIVE AGREEMENT**

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Heinen Brothers Agra Service (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective December 8, 2021 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b> | <b>Original Performance Period</b> | <b>Amended Performance Period</b> |
|-----------------------|------------------------------------|-----------------------------------|
| Local Employment      | May 6, 2021 – June 30, 2026        | May 6, 2021 – June 30, 2029       |
| Employee Training     | May 6, 2021 – December 31, 2026    | May 6, 2021 – December 31, 2029   |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**HEINEN BROTHERS AGRA SERVICE**

2600 NE Sardou Ave. #26

Topeka, KS 66616

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Hill’s Pet Nutrition, Inc. (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective December 21, 2020 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| Incentive Type                      | Original Performance Period         | Amended Performance Period          |
|-------------------------------------|-------------------------------------|-------------------------------------|
| Local Employment                    | February 4, 2020 – February 3, 2025 | February 4, 2020 – February 3, 2028 |
| Employee Training                   | February 4, 2020 – February 3, 2025 | February 4, 2020 – February 3, 2028 |
| Facilities and Equipment Investment | February 4, 2020 – February 3, 2025 | February 4, 2020 – February 3, 2028 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**HILL'S PET NUTRITION, INC.**

400 SW 8<sup>th</sup> Avenue

Topeka, KS 66603

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

**AMENDMENT NO. 1 TO INCENTIVE AGREEMENT**

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Hill’s Pet Nutrition, Inc. (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective February 13, 2019 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b>  | <b>Original Performance Period</b>  | <b>Amended Performance Period</b>   |
|------------------------|-------------------------------------|-------------------------------------|
| Real Estate Investment | January 1, 2019 – December 31, 2020 | January 1, 2019 – December 31, 2023 |
| Local Employment       | January 1, 2019 – December 31, 2020 | January 1, 2019 – December 31, 2023 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**HILL'S PET NUTRITION, INC.**

400 SW 8<sup>th</sup> Avenue

Topeka, KS 66603

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

## AMENDMENT NO. 2 TO INCENTIVE AGREEMENT

This Amendment No. 2 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and HME, INC. (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective June 3, 2020 and Amendment No. 1 to Incentive Agreement effect August 4, 2021 (the “Agreement”), concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b>              | <b>Original Performance Period</b>  | <b>Amended Performance Period</b>   |
|------------------------------------|-------------------------------------|-------------------------------------|
| Local Employment                   | January 24, 2020 – January 23, 2025 | January 24, 2020 – January 23, 2028 |
| Employee Training                  | January 24, 2020 – January 23, 2025 | January 24, 2020 – January 23, 2028 |
| Real Estate & Equipment Investment | June 9, 2021 – December 31, 2025    | June 9, 2021 – December 31, 2028    |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**HME, INC.**

2828 NW Button Road

Topeka, KS 66618

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

**AMENDMENT NO. 1 TO INCENTIVE AGREEMENT**

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Industrial Maintenance of Topeka Inc. (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective December 5, 2017 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b> | <b>Original Performance Period</b> | <b>Amended Performance Period</b> |
|-----------------------|------------------------------------|-----------------------------------|
| Local Employment      | May 10, 2017 – December 31, 2022   | May 10, 2017 – December 31, 2025  |
| Facility              | May 10, 2017 – December 31, 2018   | May 10, 2017 – December 31, 2021  |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**INDUSTRIAL MAINTENANCE OF TOPEKA INC.**

4501 NW US Hwy 24

Topeka, KS 66618

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and LifeTech Sciences, LLC d/b/a LifeTech Diagnostics (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective December 22, 2020 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| Incentive Type                    | Original Performance Period         | Amended Performance Period          |
|-----------------------------------|-------------------------------------|-------------------------------------|
| Local Employment                  | August 20, 2020 – December 31, 2025 | August 20, 2020 – December 31, 2028 |
| Employee Training                 | August 20, 2020 – December 31, 2025 | August 20, 2020 – December 31, 2028 |
| Facilities & Equipment Investment | August 20, 2020 – December 31, 2025 | August 20, 2020 – December 31, 2028 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**LIFETECH SCIENCES, LLC d/b/a LIFETECH DIAGNOSTICS**

2301 NW Furman Road

Topeka, KS 66618

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

**AMENDMENT NO. 1 TO INCENTIVE AGREEMENT**

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Mercury Broadband (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective May 12, 2021 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b> | <b>Original Performance Period</b>    | <b>Amended Performance Period</b>     |
|-----------------------|---------------------------------------|---------------------------------------|
| Local Employment      | February 16, 2021 – December 31, 2025 | February 16, 2021 – December 31, 2028 |
| Employee Training     | February 16, 2021 – December 31, 2030 | February 16, 2021 – December 31, 2033 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**MERCURY BROADBAND**

3301 S Kansas Avenue

Topeka, KS 66611

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Midwestern Metals, Inc. and Companies (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective October 31, 2020 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| Incentive Type                       | Original Performance Period          | Amended Performance Period           |
|--------------------------------------|--------------------------------------|--------------------------------------|
| Local Employment                     | December 1, 2019 – December 31, 2024 | December 1, 2019 – December 31, 2027 |
| Employee Training                    | December 1, 2019 – December 31, 2024 | December 1, 2019 – December 31, 2027 |
| Real Estate and Equipment Investment | December 1, 2019 – December 31, 2024 | December 1, 2019 – December 31, 2027 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**MIDWESTERN METALS, INC. AND COMPANIES**

1105 NW Lower Silver Lake Road

Topeka, KS 66608

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

**AMENDMENT NO. 1 TO INCENTIVE AGREEMENT**

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Reser’s Fine Foods, Inc. (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective December 15, 2016 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b> | <b>Original Performance Period</b>   | <b>Amended Performance Period</b>    |
|-----------------------|--------------------------------------|--------------------------------------|
| Local Employment      | November 1, 2016 – January 1, 2021   | November 1, 2016 – January 1, 2024   |
| Capital Investment    | November 1, 2016 – December 31, 2020 | November 1, 2016 – December 31, 2023 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**RESER'S FINE FOODS, INC.**

3215 SE 6<sup>th</sup> Ave

Topeka, KS 66607

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

## AMENDMENT NO. 2 TO INCENTIVE AGREEMENT

This Amendment No. 2 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Topeka Foundry & Iron Works, LLC. (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective May 26, 2020 and Amendment No. 1 to Incentive Agreement effect May 13, 2022 (the “Agreement”), concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b>              | <b>Original Performance Period</b>    | <b>Amended Performance Period</b>     |
|------------------------------------|---------------------------------------|---------------------------------------|
| Local Employment                   | December 27, 2019 – December 31, 2024 | December 27, 2019 – December 31, 2027 |
| Employee Training                  | December 27, 2019 – December 31, 2024 | December 27, 2019 – December 31, 2027 |
| Real Estate & Equipment Investment | May 13, 2022 – December 31, 2024      | May 13, 2022 – December 31, 2027      |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**TOPEKA FOUNDRY & IRON WORKS, LLC**

300 SW Jackson Street

Topeka, KS 66603

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and THM LLC (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective May 12, 2021 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| Incentive Type                     | Original Performance Period          | Amended Performance Period           |
|------------------------------------|--------------------------------------|--------------------------------------|
| Local Employment                   | December 1, 2020 – December 31, 2025 | December 1, 2020 – December 31, 2028 |
| Employee Training                  | December 1, 2020 – December 31, 2025 | December 1, 2020 – December 31, 2028 |
| Real Estate & Equipment Investment | December 1, 2020 – December 31, 2025 | December 1, 2020 – December 31, 2028 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**THM LLC**

5035 NW Highway 24

Topeka, KS 66608

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the “Amendment”) is effective as of \_\_\_\_\_ (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and WALMART INC. (“Business”);

**WHEREAS**, Business is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, GO Topeka and Business are parties to an Incentive Agreement effective December 31, 2019 (the “Agreement”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

**WHEREAS**, such Agreement provides specific timeframes (“performance periods”) for Business to meet certain metrics to qualify for incentives (as defined in the Agreement); and

**WHEREAS**, the recent Covid-19 pandemic has had unforeseen and unfortunate circumstances affecting the planned growth associated with the Agreement; and

**WHEREAS**, GO Topeka desires to assist and promote Business’s growth by offering an extension of the performance period; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.** The performance period for each type of incentive shall be extended for 3 years as detailed below.

| <b>Incentive Type</b> | <b>Original Performance Period</b>  | <b>Amended Performance Period</b>   |
|-----------------------|-------------------------------------|-------------------------------------|
| Employment            | January 1, 2020 – June 30, 2026     | January 1, 2020 – June 30, 2029     |
| Facility              | January 1, 2020 - December 31, 2026 | January 1, 2020 – December 31, 2029 |
| Infrastructure        | January 1, 2020 – December 31, 2026 | January 1, 2020 – December 31, 2029 |
| Training              | January 1, 2020 – December 31, 2031 | January 1, 2020 – December 31, 2034 |

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are affected hereby. All other terms and provisions of the Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

**WALMART INC.**

2608 SE J Street

Bentonville, Arkansas 72716-5515

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**

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

Printed Name: Molly Howey

Title: President, GO Topeka



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## *Agenda Item No. 4*

**JEDO Board Meeting  
September 14, 2022**

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**PRESENTATION:**

**Go Topeka Quarterly Update**

**(No Attachment)**