



JEDO Board of Directors
Agenda for Wednesday, September 9, 2015
6:00 p.m.

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

1. Roll Call
2. APPROVAL of Minutes from the meeting of July 15, 2015. *(Action Item)*
3. UPDATE on the 2015 JEDO 2nd Quarter Financial Statement
4. ACCEPTANCE and APPROVAL of the 2014 JEDO Audit Report. *(Action Item)*
5. APPROVAL of a resolution authorizing establishment of account in the Municipal Investment Pool. *(Action Item)*
6. APPROVAL of Koch & Company Incentive Agreement. *(Action Item)*
7. APPROVAL of amendment to Alorica Incentive Agreement. *(Action Item)*
8. GO Topeka Update
9. DISCUSSION of new initiatives for GO Topeka 2016 Statement of Work
10. GO Topeka Board Chair Report
11. Any other business items that may come before the Board for consideration
12. Public Comment
13. Adjournment

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

Agenda: Agendas are furnished at least five (5) business days prior to each meeting and posted on the City of Topeka web page at www.topeka.org/JEDO and the Shawnee County web page at www.snco.us/jedo.

To make arrangements for special accommodations please call 785-368-3940 or 785-368-3941. A 48-hour advance notice is preferred.



AGENDA PACKET

JEDO Board Meeting
September 9, 2015 - 6:00 P.M.

City Council Chambers
214 SE 8th Street
Topeka, Kansas

JEDO Board Members

Shawnee County Commissioners

Shelly Buhler District 1 (*Voting Member*)
Kevin Cook District 2 (*Voting Member*)
Bob Archer District 3 (*Voting Member*)

City of Topeka Governing Body

Larry Wolgast	Mayor (<i>Voting Member</i>)
Karen Hiller	District 1 (<i>Voting Member</i>)
Sandra Clear	District 2
Sylvia Ortiz	District 3
Jonathan Schumm	District 4
Michelle De La Isla	District 5 (<i>Voting Member</i>)
Brendan Jensen	District 6
Elaine Schwartz	District 7
Jeffrey Coen	District 8 (<i>Voting Member</i>)
Richard Harmon	District 9

Public Comment. Comment from members of the public shall be entertained on each actionable agenda item and at the end of each meeting. Comment shall be limited to topics directly relevant to JEDO business. Members of the public wishing to speak must notify the City Clerk at 785-368-3940 or cclerk@topeka.org before 5:00 p.m. on the date of the meeting. This requirement shall not apply to items added during the meeting.

Members of the public shall be limited to four minutes unless the Board, by majority vote, extends the limitation. Debate, question/answer dialogue or discussion with Board members will not count towards the four minute time limitation.

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



Agenda Item No. 2

**JEDO Board Meeting
September 9, 2015 - 6:00 P.M.**

JEDO Board Meeting Minutes – July 15, 2015

**Joint Economic Development Organization Board Minutes
July 15, 2015**

City Council Chambers, 214 SE 8th Street, Topeka, Kansas, Wednesday, July 15, 2015.

The Joint Economic Development Organization (JEDO) Board Members met at 6:00 p.m. with the following voting Board Members present: Deputy Mayor Karen Hiller, Councilmembers Michelle De La Isla and Jeffrey Coen; and Shawnee County Commissioners Shelly Buhler, Kevin Cook and Bob Archer -6. City of Topeka Mayor Larry Wolgast presided -1.

Nonvoting Members Present: Councilmember Jonathan Schumm. Absent: Councilmembers Sylvia Ortiz, Brendan Jensen, Elaine Schwartz and Richard Harmon.

Mayor Wolgast called the meeting to order.

APPROVAL of Minutes of the July 1, 2015 JEDO Board meeting was presented.

Mayor Wolgast stated the Board has been provided a clean copy of the minutes that includes the suggested amendment to the public comment statement made by Clark Trammell outlined on page 46.

Councilmember De La Isla moved to approve the minutes as presented. The motion was seconded by Commissioner Cook.

Public comment included Joseph Ledbetter who requested the word “not” be removed from line 12, page 46 of the minutes to correctly reflect the context of his statement under public comment.

Upon hearing no objections, Mayor Wolgast announced the word “not” would be deleted from the record.

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

APPROVAL of the funding commitment for Project Storm (Mars Chocolate North America) was presented.

Scott Smathers, GO Topeka Interim President and CEO and Vice President of Economic Development, clarified why there was a need to develop code names for project proposals.

Brett Spangler, Mars Chocolate North America Site Director, provided a brief background of the Mars Company and the Topeka facility site plan. He reported the Company works to remain competitive in the global market as well as with other manufacturing facilities owned by Mars for improvement funds. He stated Topeka’s facility will have invested \$330 million of the \$370 million promised by the end of 2015 and the standards and processes being used in the Topeka facility are having effects globally.

JEDO Board members expressed their appreciation to Mars Chocolate North America for their commitment to the community and the impact they will continue to have on Topeka-Shawnee County residents.

Scott Smathers reported the following:

- Project will generate an approximately \$100 million investment
 - Facility Expansion (Approximately \$30 Million)
 - Equipment Purchase (Approximately \$55 million)
 - Labor (Approximately \$15 million)
 - 70 New employees with an average salary of \$42,000 per year

- Proposing up to \$260,000 for equipment and building
 - Money for new jobs and training has already been escrowed
 - \$5,000 per million invested in the facility based on Shawnee County Appraiser's value (\$150,000 estimated incentive)
 - \$2,000 per million invested for the equipment based on purchase invoices (\$110,000 estimated incentive)
 - Recommending a 10-year property tax abatement

Commissioner Archer moved to approve the funding commitment for Mars Chocolate North America (Project Storm). The motion was seconded by Councilmember De La Isla.

Public comment included Joseph Ledbetter who spoke about the funding commitment.

The motion to approve the funding commitment for Mars Chocolate North America (Project Storm) carried unanimously. (7-0-0)

General public comment included Joseph Ledbetter who spoke about GO Topeka.

No further business appearing the meeting was adjourned at 6:29 p.m.

City of Topeka & Shawnee County



Agenda Item No. 3

**JEDO Board Meeting
September 9, 2015 - 6:00 P.M.**

2015 JEDO 2nd Quarter Financial Statement

**Joint Economic Development Organization
Cash Statement
As of 2nd Quarter Ending June 30, 2015**

Receipts:		
Sales Tax - City of Topeka	\$	4,304,586.17
Sales Tax - Shawnee County		3,083,573.05
Refund		263,622.24
Interest Income		217.22
Total Receipts		<u>7,651,998.68</u>
 Disbursements:		
City of Topeka		
Topeka Blvd Bridge	3,247,470.00	
SE 45th: SE Topeka Blvd to SE Adams Ave	<u>527,294.48</u>	
		3,774,764.48
 Shawnee County		
SE 45th St: SE Adams to SE California Ae	22,589.02	
2% County Admin Fee	303,861.06	
County Bridges	<u>1,500,000.00</u>	
		1,826,450.08
 GO Topeka		
		2,499,999.96
Garner Economics		20,000.00
Bank Charges		114.25
Total Disbursements		<u>8,121,328.77</u>
 Net Receipts (Disbursements)		<u>(469,330.09)</u>
 Bank Balance - January 1, 2015		<u>5,883,310.88</u>
 Bank Balance - June 30, 2015	\$	<u><u>5,413,980.79</u></u>

Note: This is a cash basis report
Prepared by Brandon Kauffman

JEDO Projects

Entity	Project	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
County	Wanamaker Road & 41st Intersection	\$122,395	\$249,300	\$-	\$-	\$-	\$-	\$7,560	\$6,304	\$-	\$-	\$-	\$-	\$385,559
County	Wanamaker Road, County-39th to 41st	\$85,360	\$233,200	\$-	\$-	\$-	\$-	\$6,371	\$-	\$-	\$-	\$-	\$-	\$324,931
County	Wanamaker Road & 53rd Intersection	\$235,600	\$713,667	\$4,012	\$-	\$-	\$-	\$19,117	\$-	\$-	\$-	\$-	\$-	\$974,951
County	Wanamaker Road & 53rd - 41st	\$113,400	\$396,285	\$174,947	\$1,957,223	\$3,128,604	\$-	\$115,409	\$-	\$-	\$-	\$-	\$-	\$5,885,868
County	Wanamaker Road & 61st Intersection	\$31,500	\$12,050	\$47,275	\$29,470	\$185,557	\$1,087,201	\$27,861	\$-	\$-	\$-	\$-	\$-	\$1,420,914
County	Wanamaker Road: 61st - 53rd	\$53,600	\$29,460	\$171,110	\$36,375	\$162,199	\$12,300	\$2,122,352	\$-	\$-	\$-	\$-	\$-	\$2,587,396
County	N. Topeka & 46th Intersection	\$-	\$60,660	\$249,090	\$196,816	\$39,591	\$85,000	\$57,114	\$9,907	\$63,499	\$2,273,417	\$-	\$-	\$2,488,937
County	45th - Topeka - Adams	\$-	\$-	\$-	\$-	\$-	\$73,622	\$49,324	\$99,281	\$3,596,365	\$-	\$-	\$-	\$4,334,749
County	SE 45th - Adams to California	\$-	\$49,896	\$148,108	\$195,422	\$83,207	\$99,490	\$39,360	\$426,204	\$449,854	\$4,601,025	\$-	\$-	\$6,092,566
County	Croco Rd: 29th - 21st	\$44,366	\$341,761	\$19,499	\$2,559,653	\$193,585	\$-	\$65,176	\$-	\$-	\$-	\$-	\$-	\$3,324,072
County	Croco Rd: 6th - Sycamore	\$19,025	\$48,540	\$85,261	\$59,151	\$1,158,124	\$-	\$27,402	\$-	\$-	\$-	\$-	\$-	\$1,397,503
County	SE 29th & Croco Rd Intersection	\$68,641	\$365,542	\$2,919,188	\$-	\$-	\$-	\$67,067	\$-	\$-	\$-	\$-	\$-	\$3,420,439
City	SW 21st & Urish Rd Intersection	\$-	\$88,656	\$128,240	\$2,356,506	\$228,710	\$5,863	\$-	\$-	\$-	\$-	\$-	\$-	\$2,807,975
City	SW 21st City Limits - Urish Rd	\$-	\$-	\$36,940	\$6,940	\$24,185	\$5,874	\$6,491	\$196,730	\$2,037,400	\$761,734	\$4,722	\$-	\$3,081,016
City	SW 21st: Urish Rd - Indian Hills *	\$-	\$-	\$39,360	\$5,968	\$20,790	\$5,643	\$6,267	\$-	\$-	\$64,384	\$300,000	\$5,000,000	\$5,442,412
City	SW 29th - Wanamaker Road - Urish Road	\$-	\$78,936	\$810,449	\$101,196	\$808,819	\$5,495,480	\$4,136,431	\$-	\$-	\$-	\$-	\$-	\$10,701,911
Total		\$773,917	\$2,667,953	\$4,204,079	\$7,504,720	\$6,033,371	\$6,870,473	\$6,763,305	\$708,426	\$6,147,118	\$7,700,560	\$304,722	\$5,000,000	\$54,671,199

* Projects are not complete; SW 21st: Urish Rd - Indian Hills is based upon original project budget approvals

City of Topeka & Shawnee County



Agenda Item No. 4

**JEDO Board Meeting
September 9, 2015 - 6:00 P.M.**

2014 JEDO Audit Report

Joint Economic Development Organization

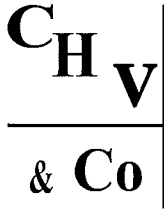
Basic Financial Statements
Together with
Independent Auditor's Report

December 31, 2014

JOINT ECONOMIC DEVELOPMENT CORPORATION

TABLE OF CONTENTS

Independent Auditor's Report	1-2
Basic Financial Statements:	
Statement of Net Position	3
Statement of Activities	4
Balance Sheet – General Fund	5
Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund	6
Notes to the Basic Financial Statements	7-10



COCHRAN HEAD VICK & CO., P.A.

Certified Public Accountants

1333 Meadowlark Lane
Suite 112
Kansas City, KS 66102
(913) 287-4433
(913) 287-0010 FAX

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Joint Economic Development Organization
Topeka, Kansas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and major fund of the Joint Economic Development Organization (JEDO) as of and for the year ended December 31, 2014, and the related notes to the basic financial statements, which collectively comprise JEDO's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

Other Offices

1251 NW Briarcliff Pkwy
Suite 125
Kansas City, MO 64116
(816) 453-7014
(816) 453-7016 FAX

400 Jules Street
Suite 415
St. Joseph, MO 64501
(816) 364-1118
(816) 364-6144 FAX

5700 Broadmoor St.
Suite 202
Mission, Kansas 66202
(913) 378-1100
(913) 378-1177 FAX

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities and major fund of JEDO, as of December 31, 2014, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 23, 2015 on our consideration of JEDO's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering JEDO's internal control over financial reporting and compliance.

Kansas City, Kansas
June 23, 2015



Joint Economic Development Organization
Statement of Net Position
December 31, 2014

	Governmental Activities
Assets	
Cash	\$ 5,883,311
Receivables:	
City of Topeka	2,269,558
Shawnee County	1,354,644
Total assets	\$ 9,507,513
 Liabilities and net position	
Liabilities:	
Accounts payable	\$ -
Total liabilities	-
 Net position	
Restricted	9,507,513
Total net position	9,507,513
 Total liabilities and net position	 \$ 9,507,513

See Accompanying Notes to the Basic Financial Statements

**Joint Economic Development Organization
Statement of Activities
For the Year Ended December 31, 2014**

Function/Programs	<u>Expenses</u>	<u>Program Revenues, Grants and Contributions</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>
Governmental Activities:			
Economic development	\$ 16,168,250	\$ -	\$ (16,168,250)
Total governmental activities	<u>\$ 16,168,250</u>	<u>\$ -</u>	<u>(16,168,250)</u>
General revenues:			
Sales tax contributed:			
City of Topeka			8,652,051
Shawnee County			7,312,131
Interest income			<u>411</u>
Total general revenues			<u>15,964,593</u>
Change in net position			(203,657)
Net Position - beginning of year			<u>9,711,170</u>
Net Position - end of year			<u>\$ 9,507,513</u>

See Accompanying Notes to the Basic Financial Statements

**Joint Economic Development Organization
Balance Sheet-General Fund
December 31, 2014**

Assets	
Cash	\$ 5,883,311
Receivables:	
City of Topeka	2,269,558
Shawnee County	1,354,644
Total assets	<u>\$ 9,507,513</u>
Liabilities and fund balance	
Liabilities:	
Accounts payable	<u>\$ -</u>
Total liabilities	<u>-</u>
Fund balance	
Restricted	<u>9,507,513</u>
	<u>9,507,513</u>
Total liabilities and fund balance	<u>\$ 9,507,513</u>

See Accompanying Notes to the Basic Financial Statements

Joint Economic Development Organization
Statement of Revenues, Expenditures, and Changes in Fund Balance-
General Fund
For the Year Ended December 31, 2014

Revenues:

Sales tax contributed:		
City of Topeka	\$	8,652,051
Shawnee County		7,312,131
Interest income		411
Total revenues		<u>15,964,593</u>

Expenditures:

Current:		
Economic development:		
Go Topeka		5,000,000
County bridges		1,500,000
Topeka Boulevard Bridge		3,240,650
Project reimbursements:		
City of Topeka		140,000
Shawnee County		6,282,840
Professional services and other		4,760
Total expenditures		<u>16,168,250</u>

Net change in fund balance		<u>(203,657)</u>
Fund balance - beginning of year		<u>9,711,170</u>
Fund balance - end of year	\$	<u><u>9,507,513</u></u>

See Accompanying Notes to the Basic Financial Statements

**Joint Economic Development Organization
Notes To The Basic Financial Statements
December 31, 2014**

1. Reporting Entity and Summary of Significant Accounting Policies

A. Reporting Entity

The Joint Economic Development Organization (JEDO) is a separate legal entity created by an interlocal agreement (the agreement) between the City of Topeka, Kansas (the City) and Shawnee County, Kansas (the County). JEDO is governed by a seven-member board containing the three County Commissioners, the City Mayor, Deputy Mayor and two City Council Members

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

Under the agreement, JEDO shall dedicate \$5,000,000 annually to the economic development program; \$1,500,000 annually to County bridges; annually fund the debt service requirements of the Topeka Boulevard Bridge; and fund completion of the various infrastructure projects as specified in the August 3, 2004 ballot. The City or County administer the infrastructure projects, and, as costs are incurred, request reimbursement from JEDO. During 2011 the agreement was clarified by the Board of Directors to allow the City and County to be reimbursed for administrative fees and utility relocation costs associated with the countywide infrastructure improvements being funded by the sales tax.

Under the agreement, upon the later of the expiration or termination of the sales tax and the completion of and payment for the infrastructure projects listed in the ballot, JEDO shall inform the City and County of any funds remaining, if any, and unless otherwise agreed to by the City and County, these excess funds, less any economic development or county bridge commitments, shall be distributed to the City and County in the proportional rates as provided by Kansas law at the time of the excess funds determination.

JEDO is a stand-alone government. There are no component units related to JEDO that should be accounted for in JEDO's basic financial statements in accordance with Governmental Accounting Standards Board Statements.

B. Significant Accounting Policies

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

Government-wide and Fund Financial Statements

Government-wide Financial Statements

The government-wide financial statements (i.e. the Statement of Net Position and the Statement of Activities) report information on all of the governmental activities of JEDO.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Due to the nature of the funding sources, there are no program revenues and grants and contributions. Sales taxes contributed and unrestricted investment earnings not properly included among program revenues are reported instead as general revenues.

**Joint Economic Development Organization
Notes To The Basic Financial Statements
December 31, 2014**

Fund Financial Statements

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

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

Measurement Focus, Basis of Accounting and Financial Statement Presentation

Government-wide Financial Statements

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

Fund Financial Statements

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

Countywide Sales Taxes

The one-half percent county-wide sales tax took effect January 1, 2005, and is set to expire on December 31, 2016.

Joint Economic Development Organization
Notes To The Basic Financial Statements
December 31, 2014

Assets, Liabilities and Net Position or Fund Balance

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

Investments – JEDO reports its investments at fair value which is determined by quoted market prices. Investment income, including changes in the fair value of investments, is recognized as revenue in the financial statements. As of December 31, 2014, JEDO did not hold any investments.

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

Net Position/Fund Balance Classifications

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

Fund Balance – As prescribed by GASB Statement No. 54, governmental funds report fund balance in classifications based primarily on the extent to which JEDO is bound to honor constraints on the specific purposes for which amounts in the funds can be spent. As of December 31, 2014, the fund balance of the general fund is restricted in accordance with the agreement.

2. Deposits and Investments

Applicable state statutes authorize the JEDO to invest in (1) money market accounts or certificates of deposit in commercial banks and trust companies, (2) time certificates of deposit with state or federally chartered savings and loan associations or federally chartered savings banks, (3) repurchase agreements with commercial banks, trust companies, state or federally chartered savings and loan associations or federally chartered savings banks, (4) United States Treasury Bills or Notes, (5) the municipal investment pool fund managed by the State of Kansas and (6) temporary notes. All banks and savings associations are required to pledge to the JEDO an aggregate market value investment in U.S. Treasury obligations, other U.S. agency obligations and Kansas municipality bonds to provide a minimum of 100% collateralization for all deposits. JEDO has no investment policy that would further limit its investment choices.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, JEDO will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, JEDO will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. JEDO's policy is to collateralize demand deposits with securities held by the financial institution's agent and in the JEDO's name. At December 31, 2014, JEDO's deposits were either insured by federal depository insurance or were collateralized with securities held by the pledging financial institutions' agents in JEDO's name.

**Joint Economic Development Organization
Notes To The Basic Financial Statements
December 31, 2014**

3. Economic Development Program

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

On April 4, 2014, the agreement was amended to extend the terms through December 31, 2017.

4. Subsequent Events

JEDO has evaluated subsequent events through June 23, 2015 the date the financial statements were available to be issued. No subsequent events were identified that required adjustment or disclosure in the financial statements

JOINT ECONOMIC DEVELOPMENT ORGANIZATION

**Required Communications and Compliance Report
For the Year Ended December 31, 2014**

Joint Economic Development Organization
Required Communications and Compliance Report
For the Year Ended December 31, 2014

Table of Contents

	<u>Page Number</u>
Required Communications	1-2
Compliance Report:	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	3-4



COCHRAN HEAD VICK & CO., P.A.

Certified Public Accountants

1333 Meadowlark Lane
Suite 112
Kansas City, KS 66102
(913) 287-4433
(913) 287-0010 FAX

June 23, 2015

To the Board of Directors
Joint Economic Development Organization

We have audited the financial statements of governmental activities and major fund of the Joint Economic Development Organization (JEDO) for the year ended December 31, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and Government Auditing Standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 8, 2014. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practice

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by JEDO are described in Note 1 to the financial statements. JEDO changed its policy from 60 days to 90 days for considering amounts that are susceptible to accrual and received after year-end. Other than this change, there were no other new accounting policies adopted and the application of existing policies was not changed during 2014. We noted no transactions entered into by JEDO during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting JEDO's financial statements.

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Other Offices

1251 NW Briarcliff Pkwy
Suite 125
Kansas City, MO 64116
(816) 453-7014
(816) 453-7016 FAX

400 Jules Street
Suite 415
St. Joseph, MO 64501
(816) 364-1118
(816) 364-6144 FAX

5700 Broadmoor St.
Suite 202
Mission, Kansas 66202
(913) 378-1100
(913) 378-1177 FAX

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No such misstatements were noted during the course of our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 23, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as JEDO's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Restriction on Use

This information is intended solely for the use of the Board of Directors and management of JEDO and is not intended to be, and should not be, used by anyone other than these specified parties.

Kansas City, Kansas
June 23, 2015

Cochran Head V, JEDO, P.A.



COCHRAN HEAD VICK & CO., P.A.

& Co

Certified Public Accountants

1333 Meadowlark Lane
Suite 112
Kansas City, KS 66102
(913) 287-4433
(913) 287-0010 FAX

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

To the Board of Directors of
Joint Economic Development Organization
Topeka, Kansas

We have audited, in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and major fund of the Joint Economic Development Organization (JEDO), as of and for the year ended December 31, 2014 and the related notes to the financial statements, which collectively comprise JEDO's basic financial statements, and have issued our report thereon dated June 23, 2015.

Internal Control over Financial Reporting

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

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

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

Other Offices

1251 NW Briarcliff Pkwy
Suite 125
Kansas City, MO 64116
(816) 453-7014
(816) 453-7016 FAX

400 Jules Street
Suite 415
St. Joseph, MO 64501
(816) 364-1118
(816) 364-6144 FAX

5700 Broadmoor St.
Suite 202
Mission, Kansas 66202
(913) 378-1100
(913) 378-1177 FAX

Compliance and Other Matters

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

Purpose of this Report

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

Kansas City, Kansas
June 23, 2015

A handwritten signature in cursive script, appearing to read "Cochran Head V. de...".



Agenda Item No. 5

**JEDO Board Meeting
September 9, 2015 - 6:00 P.M.**

Resolution – Municipal Investment Pool



Municipal Investment Pool - Fact Sheet

Title: Establishment of Account in the Municipal Investment Pool

Contact Person: Brandon Kauffman, JEDO Treasurer

Action of JEDO: Approval of Resolution

Staff Recommendation:

The JEDO Finance Committee would recommend that the policy board establish an account with the Kansas Municipal Investment Pool.

Background:

At the end of the second quarter of 2015, the JEDO bank account had accumulated approximately \$5.4 million. Public funds in the State of Kansas are required to have adequate collateral in order to ensure municipal funds are secure and accessible in the event of bank default.

CoreFirst has maintained the collateral of funds in the amount of approximately \$10 million, however they are unwilling to go above this amount. Due to all but one project being finished, the bank account will continue to accumulate as more revenues are brought in than expenditures paid out.

Since CoreFirst has a collateral cap, JEDO will need to find an account to place cash that will adequately collateralize their funds. The Kansas Municipal Investment Pool is a voluntary investment alternative for municipalities in the State of Kansas and will collateralize as much as JEDO needs.

Policy Issues:

Authorize the Finance Committee to establish a MIP account and authorize certain individuals to transfer, withdraw and other actions deemed necessary for appropriate for the investment of funds.

Budgetary Impact:

There is no budgetary impact, except for any bank fees associated with CoreFirst to transfer funds to the MIP. Once funds are held in the MIP, they will earn interest earnings.

Source of Funding:

Funds for the MIP would be transferred from the JEDO bank account.

JOINT ECONOMIC DEVELOPMENT ORGANIZATION (JEDO)
RESOLUTION NO. 2015-2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

WHEREAS, the Joint Economic Development Organization (JEDO) is a governmental entity, as defined in K.S.A. 12-1675a, hereinafter referred to as "Participant," and from time to time has funds on hand in excess of current needs; and

WHEREAS, it is in the best interests of Participant to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of the principal; and

WHEREAS, the Pooled Money Investment Board, hereinafter referred to as "PMIB," operates the Municipal Investment Pool, hereinafter referred to as "MIP," a public funds investment pool, pursuant to K.S.A. 12-1677a, and amendments thereto; and,

WHEREAS, the MIP is a permitted investment under K.S.A 12-1675.

NOW, THEREFORE, BE IT RESOLVED BY THE JEDO BOARD that:

1. That Participant approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the PMIB, and Participant acknowledges it has received a current copy of such Participation Policy.

2. That the following individuals, whose signatures appear directly below are members of the Participant's finance committee and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds, to issue letters of instructions, and to take all other actions deemed necessary or appropriate for the investment of funds:

Title: Secretary

Name: Betty Greiner

26 Title: Treasurer Name: Brandon Kauffman

27 3. That notices required by the PMIB's Municipal Investment Pool Participant

28 Policy shall be provided to:

29 City of Topeka
30 Administrative and Financial Services
31 215 SE 7th, Room 358
32 Topeka, Kansas 66603
33 785-368-2544
34 785-368-3975 (fax)

35
36 Shawnee County Audit Finance
37 200 SE 7th, Room 201
38 Topeka, Kansas 66603
39 785-251-4212
40 785-291-4941 (fax)

41
42
43 4. That this Resolution and its authorization shall continue in full force and effect
44 until amended or revoked by the Participant and until the PMIB receives a copy of any such
45 amendment or revocation, the PMIB is entitled to rely on same.

46 ADOPTED and APPROVED by the JEDO Board on _____.

47

48 Joint Economic Development Organization

49

50

51

52

Larry E. Wolgast, Chair

53

54

55 ATTEST:

56

57

58 _____
Brenda Younger, Clerk

SIGNATURES FOR RESOLUTION NO. _____

Title Secretary

Name: Betty Greiner

Signature: _____

Title: Treasurer

Name: Brandon Kauffman

Signature: _____

City of Topeka & Shawnee County



Agenda Item No. 6

**JEDO Board Meeting
September 9, 2015 - 6:00 P.M.**

Koch & Company Incentive Agreement



JEDO Meeting

September 9, 2015



Koch & Co. (Project Door)

Project Summary

- Acquisition of Facility (1050 Republican Avenue)
- New Employees (30 – 50)
- Benefits (Medical, Vacation, Paid Holiday)

Incentive

- Scalable payment for jobs created
 - \$1500 per job paying \$10 - \$11.99 per hour
 - \$2000 per job paying \$12 - \$14.99 per hour
 - \$3000 per job paying over \$15 per hour
- Payments occur over a 5 year period



INCENTIVE AGREEMENT

This Incentive Agreement is effective _____,
20___, and is entered into between the following parties:

GO TOPEKA:

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.
120 SE 6th Avenue, Suite 110
Topeka, KS 66603-3515
Phone: (785) 234-2644
FAX: (785) 234-8656
Contact Person/Title: Scott Smathers, acting President/CEO

BUSINESS:

KOCH & CO., INC.
1809 North St.
Seneca, KS 66538

Contact Person: Jeff Connor
Phone: (785) 336-6022

WHEREAS, BUSINESS is a Kansas corporation in good standing and qualified to do business under the laws of the State of Kansas; and

WHEREAS, BUSINESS is contemplating investing approximately Three Million Dollars (\$3,000,000) to acquire, renovate and equip a manufacturing facility at 1050 SE Republican Avenue, Topeka, Kansas 66607; and

WHEREAS, such manufacturing facility is referred to herein as the "Topeka Facility," consists of approximately 50,000 square feet; and

WHEREAS, as a result of the acquisition of the Topeka Facility BUSINESS will be able to create between Thirty (30) to Fifty (50) new employment positions; and

WHEREAS, GO TOPEKA desires to assist and promote BUSINESS by offering up to One Hundred Thousand Dollars (\$100,000) in employment incentives; and

WHEREAS, BUSINESS, acting in reliance upon the incentives set forth in this Agreement, has decided to expand its operations in Topeka, Kansas; and

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

WITNESSETH:

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

1. **Local Employment Incentive.** GO TOPEKA agrees to provide to BUSINESS an employment incentive ("Employment Incentive") for Full Time Employment Positions maintained by the BUSINESS for a calendar year, subject to the limitations and requirements below. A Full Time Employment Position receiving compensation at an average hourly rate of \$10 to \$11.99 per hour, is eligible for an Employment Incentive \$1500, paid over five years (\$300 per year); a Full Time Employment Position receiving compensation at an average hourly rate of \$12 to \$15 per hour is eligible for an Employment Incentive of \$2000, paid over five years (\$400 per year); a Full Time Employment Position receiving compensation at an average hourly rate above \$15 is eligible for an Employment Incentive of \$3000 paid over five years (\$600 per year). A Full Time Employment Position receiving compensation at an average hourly rate of less than \$10 an hour is not eligible for an incentive.

As used herein, 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 BUSINESS to the Full Time Employment Position 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 the BUSINESS, and paid holiday and vacation leave. Nothing herein shall require that a Full Time Employment Position be held by the same person, nor shall this Agreement preclude BUSINESS from changing the title, purpose or utility of a position (as long as it meets the other requirements identified herein, including compensation). Each Full Time Employment Position must be one which has the BUSINESS withholding and paying all federal, state and local employment taxes attributable to the employee. More than one position cannot be aggregated to qualify for an Employment Incentive.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and BUSINESS is undertaking an open and active search and such position is filled within sixty (60) days after the vacancy during the calendar year; provided, however, that the vacancy could affect the compensation of the position (and therefore the amount of the Employment Incentive available). (If unfilled for longer than sixty (60) 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 incentive available hereunder shall not exceed more than One Hundred Thousand Dollars (\$100,000) in aggregate. To qualify for

an incentive, the Full Time Employment Positions must be in place by December 31, 2018.

Installments of the Employment Incentive shall be available to be earned for up to five (5) consecutive calendar years, with the first qualifying year beginning on January 1, 2016 (with the Employment Incentive installment relating thereto paid in 2017), and the last qualifying year (depending when a position was added) ending on December 31, 2022 (with the Employment Incentive relating thereto paid in 2023). The Employment Incentives shall not exceed Twenty Thousand Dollars (\$20,000) in any one calendar year

GO TOPEKA will endeavor to make an incentive payment by March 31 each year (beginning in 2016, and ending in 2024), for the qualifying Full Time Employment Positions maintained for the entire previous calendar year; provided, however, that BUSINESS must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein).

The parties recognize there may be some turnover and fluctuations in the BUSINESS' 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; provided, however, that if the average per hour compensation for a position increases (into another incentive category) over its initial, first year amount, the incentive shall not also increase, but conversely, if the compensation for a position decreases (into a lower incentive category), the incentive shall be decreased to meet the incentive category.

For purposes of illustration, if BUSINESS maintains throughout 2015 ten Full Time Employment Positions receiving compensation in excess of \$15 per hour (average), twenty Full

Time Employment Positions receiving compensation of \$12 per hour (average), and ten Full Time Employment position receiving compensation of \$10 per hour (average), it would be eligible to receive an Employment Incentive installment in the amount of \$17,000 [(10 * \$600) + (20 * \$400) + (10 * \$300)] in early 2016. If, in 2016, no changes except that one of the positions previously compensated at above \$15 per hour received compensation less than \$15 per hour, BUSINESS would only receive \$16,800 in 2016.

2. **Employment Incentive Calculation Documentation.** When and as reasonably requested by GO TOPEKA, BUSINESS shall provide GO TOPEKA with state and federal employment, tax return and/or other information reasonably necessary to establish employment levels in Shawnee County, Kansas, for purposes of calculating Employment Incentives and monitoring BUSINESS's performance hereunder. GO TOPEKA is granted the right to audit financial documents at any time during this Agreement. GO TOPEKA is granted the right to reduce payments made to the BUSINESS 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. **Use of Funds.** The funds received by BUSINESS pursuant hereto shall be used for the purpose of employment or training of persons to be employed in Shawnee County, Kansas.

4. **Termination.** If BUSINESS fails to maintain at least a minimum of fifteen (15) Full Time Employment Positions in Shawnee County, Kansas, in any calendar year (between the January 1, 2016 and the end of the 2023, which is the last year in which to qualify for an Employment Incentive), this Agreement shall be deemed terminated and GO TOPEKA shall not be required to make any

further Employment Incentive payments to BUSINESS under this Agreement.

5. **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.

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

- a. BUSINESS agrees to make every reasonable effort to use Shawnee County, Kansas-based vendors for the purchase or procurement of the machinery and equipment contemplated herein.
- b. BUSINESS 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.
- c. BUSINESS shall provide prompt advance notice to GO TOPEKA of any material change in BUSINESS's ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in a default by BUSINESS 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.
- d. BUSINESS agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the new business and employment expansion contemplated by this Agreement. Such event would include general recognition of JEDO's and GO TOPEKA's involvement in the project.

- e. 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.
- f. 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. Time is of the essence of this Agreement.
- h. By signing this Agreement, the parties affirm that they have the authority of their respective companies to enter into this Agreement and bind their respective corporations.
- i. This Agreement shall bind and inure to the benefit of the parties to this Agreement, their heirs, legal representatives, assignees, transferors and successors.
- j. 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.
- k. 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.

- l. The parties acknowledge and agree that BUSINESS shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder, without the prior written approval of GO TOPEKA.
- m. Sarbanes-Oxley and similar legislation may have application to, or affect the accounting for, this Agreement by BUSINESS.
- n. GO TOPEKA makes no representation as to the taxability or tax effect of this Agreement and the incentive payments hereunder.
- o. GO TOPEKA's obligations hereunder are contingent upon approval hereof by 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 BUSINESS advance notice of any reduction of funds when practical. BUSINESS 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 BUSINESS. 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 BUSINESS waives and releases

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

- p. In carrying out the terms and provisions of this agreement, BUSINESS shall not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive or provide services because of race, color, religion, sex, age, disability, national origin or any other status protected by applicable federal or state law or local ordinance.
- 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 venturer or associate of another party in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

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.

"BUSINESS"

KOCH & CO., INC.

By: _____

Print Name: _____

Title: _____

"GO TOPEKA"

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By: _____

Print Name: Scott Smathers

Title: Acting President and CEO



Agenda Item No. 7

**JEDO Board Meeting
September 9, 2015 - 6:00 P.M.**

Alorica Incentive Agreement Amendment

Alorica (Project Point)

Project Summary

- Facility Remodel
- New Employees (100–300)
- Benefits (medical, vacation, paid holidays)
- Slightly higher wages

Amendment

- Reduces the minimum threshold for jobs from 500 to 300
- Increases the minimum wage requirement from \$9 to \$10 per hour
- Contract still runs through 2017



AMENDMENT TO INCENTIVE AGREEMENT

This Amendment to Incentive Agreement is effective _____,
20____, and is entered into between the following parties:

GO TOPEKA:

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.
120 SE 6th Avenue, Suite 110
Topeka, KS 66603-3515
Phone: (785) 234-2644
Fax: (785) 234-8656
Contact Person/Title: Scott Smathers, acting President and CEO

BUSINESS:

Alorica
Attn: Isobel Redfield
5 Park Plaza, Ste. 1100
Irvine, CA 92614
Phone: _____ Fax: _____
Contact Person/Title: James Molloy

WHEREAS, BUSINESS is a California corporation that is qualified to do
business in Kansas;

WHEREAS, the Parties are parties to an Incentive Agreement effective
April 16, 2009; and

WHEREAS, such Agreement requires that BUSINESS employ at five hundred (500)
Full Time Employment Positions (as such term is defined in the Incentive Agreement)
in each calendar year to be eligible for any incentive for that year;

WHEREAS, BUSINESS has not consistently met the five hundred (500) Full Time
Employment Position threshold and, therefore, is not qualifying to the contemplated
incentives;

WHEREAS, BUSINESS has signed a significant multi-year contract with a
Fortune 500 company that will pay above their current wage scale;

WHEREAS, the success of the new contract could lead to future higher wage
contracts;

WHEREAS, BUSINESS is in the process of updating and remodeling its space located at 115 SW 29th Street (the "Topeka Facility"), with the goal to increase its ability to obtain other contracts and serve more customers, which in turn would lead to increased employment; and

WHEREAS, the parties would like to lower the five hundred (500) Full Time Employment Position threshold to three hundred (300), to allow BUSINESS to receive incentives and have another source of funds to help pay for the changes to the Topeka Facility.

WITNESSETH:

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

1. The parties hereby amend their Incentive Agreement by revoking and deleting the following paragraph, which is the 6th subparagraph of Paragraph 1 of the Incentive Agreement and located beginning on the bottom of page 3 of the Incentive Agreement, which currently provides as follows:

Notwithstanding anything to the contrary herein, if in any particular calendar year BUSINESS fails to maintain at least Five Hundred (500) Full Time Employment Positions paying a minimum of \$9.00 per hour (allowing for training periods as permitted herein), BUSINESS shall not be entitled to, and GO TOPEKA shall not be required to make, any incentive payment for such year (and the Eighty-Eight Thousand Eight Hundred Fifty Dollars (\$88,850) in potential incentives for that year shall expire and no longer be available to the BUSINESS). Failure to maintain the aforementioned minimum Five Hundred (500) Full Time Employment Positions shall not be considered a default under this Agreement.

That paragraph is hereby replaced with the following subparagraph:

Notwithstanding anything to the contrary herein, if in any particular calendar year BUSINESS fails to maintain at least Three Hundred (300) Full Time Employment Positions paying a minimum of \$10.00

per hour (allowing for training periods as permitted herein), BUSINESS shall not be entitled to, and GO TOPEKA shall not be required to make, any incentive payment for such year (and the Eighty-Eight Thousand Eight Hundred Fifty Dollars (\$88,850) in potential incentives for that year shall expire and no longer be available to the BUSINESS). Failure to maintain the aforementioned minimum Three Hundred (300) Full Time Employment Positions shall not be considered a default under this Agreement.

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

3. Such amendment shall be effective as of January 1, 2015, forward. Except as hereby amended, the parties declare that the provisions of the Incentive Agreement remain in full force and effect.

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

"BUSINESS"

ALORICA INC.

By: _____

Print Name: _____

Title: _____

"GO TOPEKA"

GROWTH ORGANIZATION OF
TOPEKA/SHAWNEE COUNTY, INC.

By: _____

Print Name: _____

Title: _____



Agenda Item No. 8

**JEDO Board Meeting
September 9, 2015 - 6:00 P.M.**

GO Topeka Updates

New Business

- Community videos – [Biking in Topeka](#), [NOTO](#), [Rowhouse](#)
- New website and marketing
 - Topeka A to Z ad
 - New website



PRIDE AND PROGRESS

The Greater Topeka Chamber of Commerce and GO Topeka have different focal points but share a complementary mission to enhance community pride and progress. For 135 years, the Chamber has helped facilitate an environment that has spurred global innovation and local ingenuity. Short commutes, Lake Shawnee and other recreational complexes contribute to a quality of life supported by 1,100 Chamber member firms. In turn, the Chamber supports members through government advocacy, leadership development, young professional engagement programs and networking events.

GO Topeka, the community's economic partner since 2002, generates new and retained jobs and facilitates capital investment by attracting world-class companies of all sizes to the area and assisting with expansions that keep residents and tax dollars here. Since its inception, GO Topeka has helped add or retain more than 10,000 jobs in Shawnee County, successfully promoting a first-rate northeast Kansas workforce to national and international site selectors. The Entrepreneurial & Minority Business Development program supports small businesses with financial incentives, classes and connections with mentors.

Bottom line? **We love Topeka businesses!** Call us to learn how we can help you and your employees: 785.234.2644.





DEVELOP

GO Topeka creates opportunities for economic growth that provide a thriving business climate and fulfilling lifestyle for Topeka and Shawnee County.



POPULATION
127,939

SG MILES
62.39

MSA
234,566

COST OF LIVING
93.8



AVAILABLE INCENTIVES



AVAILABLE SITES & BUILDINGS



MINORITY & SMALL BUSINESS DEVELOPMENT

TOPEKA SITES & BUILDINGS - LAND

KANZA FIRE COMMERCE PARK

CENTRAL CROSSING COMMERCE PARK HARLAN INDUSTRIAL KANZA EDUCATION & SCIENCE PARK KANZA FIRE COMMERCE PARK TOPEKA REGIONAL AIRPORT & BUSINESS CENTER



Kanza Fire Commerce Park is a 1,000-acre business park with flexible acreage for mixed-use land parcels ideal for industrial development as well as science and research facilities. This park is served by 6,000 feet of BNSF railway exposure and an onsite interchange for US Highway 75, quick Interstate access to I-335 and I-70. Kanza Fire Commerce Park is adjacent to a 2,000-acre foreign trade zone at the Topeka Regional Airport which also contains a 12,500-foot runway offering heavy air freight access.

FLAT TOPOGRAPHY

INDUSTRIAL ZONING

BNSF RAIL SERVED

SITUATED ON HIGHWAY 75

ADJACENT TO REGIONAL AIRPORT

ALL UTILITIES IN PLACE

3 PHASE POWER

12 INCH WATER LINE

6 INCH GAS LINE

FIBER AT SITE

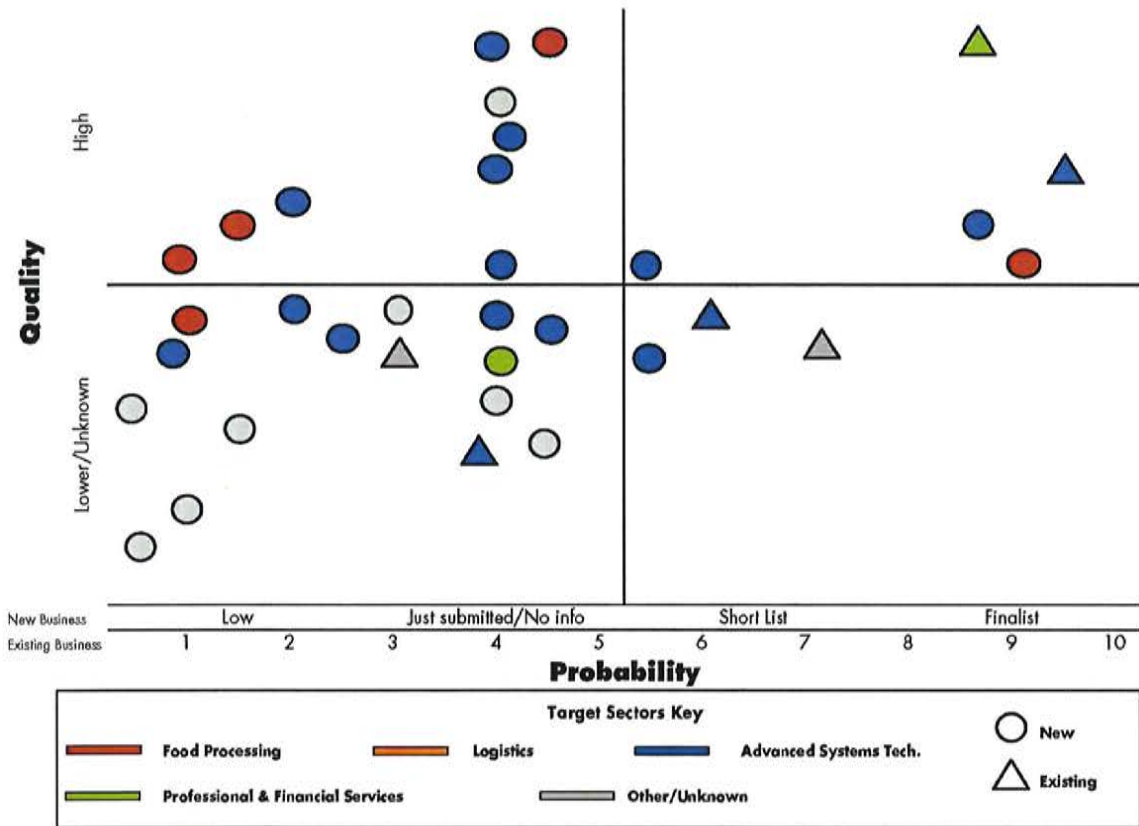


DOWNLOAD RELATED FILES

- [Kanza Fire Phase 1 Report](#)
Date added: August 11, 2015 3:37 pm
File size: 2 MB
- [2014 Kanza Fire Utility Aerial](#)
Date added: August 11, 2015 3:37 pm
File size: 2 MB
- [Kanza Fire Concept Rendering](#)
Date added: August 11, 2015 3:37 pm
File size: 68 KB
- [Kanza Fire Commerce Park floor_2015_Topeka.KS](#)
Date added: August 26, 2015 11:51 am
File size: 572 KB



Current Projects



Existing Business

- Financial Services Summit – September 23
– *Regulatory Environment, Workforce, Community Assets*
- Upcoming Projects
- Business Retention & Expansion training
- North Topeka Business Alliance

Workforce Development



- Manufacturers in the Classroom presentations coming in September
 - Text 31996 with #TopekaProud for your Topeka Manufacturing Career Catalog
- Railroad Diesel Technology program, Washburn Tech Grand Opening
- Upcoming Manufacturing and Distribution Roundtable – September 29th



Existing Business/Workforce At a Glance

Financial Services Summit
September 23, 2015 3pm – 9pm

Manufacturing & Distribution Roundtable
September 29, 2015, 1pm – 4pm

Manufacturers in the Classroom

Text 31996
#TopekaProud

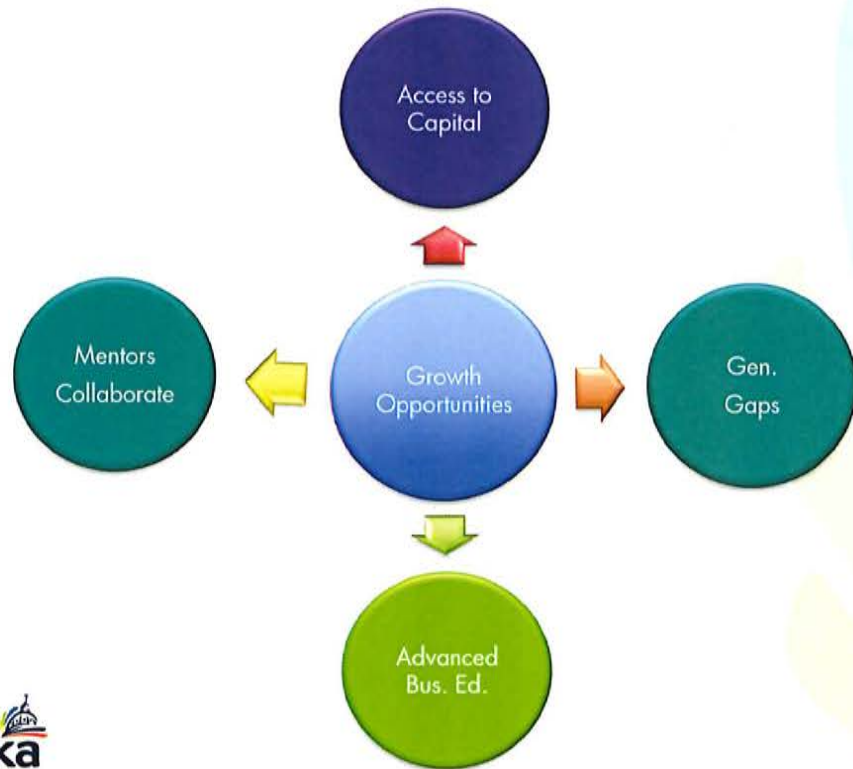
YTD
77 visits

45 major employer visits YTD

Veterans Initiatives



Listening Sessions



Upcoming Events

EMBD Annual Conference 9/29	Women's Awards Reception 10/22
New Venture & Growth Venture Workshops; Roundtables (Ongoing)	Accounting/Finance Lunch and Learn Workshops 10/5
Strategic Planning Google for Small Business Lunch and Learn Workshops (Bi Weekly)	Site Visits Small Business Saturday 11/28



City of Topeka & Shawnee County



**September 9, 2015
JEDO Board Meeting
6:00 P.M.**

Handouts

JEDO Work Session
10/21/2015

09:00 – 9:20 Stakeholder input summary:	Tina Valdecanas
09:20 – 09:45 “How are we doing?” Economic benchmarks overview	Jay Garner
9:45 – 10:45 <i>Where Do We Go From Here?</i> <ul style="list-style-type: none">• Newspaper headlines for 2016• List one achievable goal you would like to see JEDO accomplish by December 31, 2016• Devise your mission statement using the following baseline of keywords: XXX	JEDO members
10:45-11:00 Break	
11:00 – 12:00 Impediments to growth and possible Solutions in achieving the above noted goals	Work teams
12:00 – 12:30 Lunch break	Work teams
12:30– 1:30 Potential program items for JEDO to assign to its agents	Voting members
1:30 Adjourn	

Mayor Larry Wolgast Handout



[Home](#)» [Investment Rates for Public Funds](#)

Minimum Investment Rates Banks Must Offer to Secure Public Funds

Municipalities must first offer funds available for investment to all eligible banks, savings and loans and federally chartered savings banks which have home offices or branches in the investing community. If the financial institutions will not match or exceed the statutory investment rates as calculated by PMIB (given below), municipalities may invest in the Municipal Investment Pool. For other investment options see [K.S.A. 12-1675](#).

9/07/15 thru 9/13/15

TERM	CURRENT	PREVIOUS
1 to 89 Days	0.13%	0.14%
3 Months	0.15%	0.08%
6 Months	0.29%	0.22%
1 Year	0.43%	0.40%
18 Months	0.57%	0.58%
2 Years	0.74%	0.73%

These rates are published in the Kansas Register in accordance with [K.S.A. 75-4210](#).

How are these investment rates calculated? [See K.S.A.12-1675a\(g\)](#)

Historical Rates

[Home](#) | [What is the PMIB](#) | [FAQs](#) | [Municipal Investment Pool](#) | [Investment Rates for Public Funds](#)
[Funds Available for Kansas Banks](#) | [Linked Deposit Program Rates](#) | [Investment Policy](#) | [Expanded Investment Authority](#) |
[Information for State Agencies](#) | [Financial Markets Overview](#) | [Email Us](#)

Pooled Money Investment Board 900 S.W. Jackson, Suite 209 - Topeka, KS 66612-1220 phone: (785) 296-3372 - fax: (785) 296-2857

Carol Marple Handout - Item No. 5