



**The City of Lee's Summit**  
**Final Agenda**  
**Community and Economic Development Committee**

Wednesday, February 8, 2017

4:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF ACTION LETTER
  - A. [2017-0945](#) Approval of the January 11, 2017 Community and Economic Development Committee Action Report
5. PUBLIC COMMENTS
6. BUSINESS
  - A. [2017-0943](#) Presentation and Review of Downtown Lee's Summit Main Street Public Service Agreement Scope of Services
  - B. [2017-0944](#) Presentation and Review of Lee's Summit Economic Development Council Public Service Agreement Scope of Services
7. ROUNDTABLE
8. ADJOURNMENT

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

## Packet Information

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**File #:** 2017-0945, **Version:** 1

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Approval of the January 11, 2017 Community and Economic Development Committee Action Report

Issue/Request:

Approval of the January 11, 2017 Community and Economic Development Committee Action Report



**The City of Lee's Summit**  
**Action Letter - Draft**  
**Community and Economic Development Committee**

Wednesday, January 11, 2017

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. CALL TO ORDER

2. ROLL CALL

**Present:** 4 - Chairperson Diane Forte  
Vice Chair Trish Carlyle  
Councilmember Phyllis Edson  
Councilmember Chris Moreno

**Absent:** 1 - Alternate Diane Seif

3. APPROVAL OF AGENDA

**A motion was made by Vice Chair Carlyle, seconded by Councilmember Edson, to approve the agenda. The motion carried unanimously.**

4. APPROVAL OF ACTION LETTER

A. [2017-0860](#) Approval of the December 14, 2016 Community and Economic Development Committee Action Report

**A motion was made by Councilmember Edson, seconded by Vice Chair Carlyle, to approve the December 12, 2016 action letter. The motion carried unanimously.**

5. PUBLIC COMMENTS

6. BUSINESS

A. [2017-0859](#) Appl. #PL2017-002 Unified Development Ordinance (UDO) Amendment #60 - Article 8 Accessory Uses and Structures - Tattoo/permanent cosmetic services/body piercing as restricted accessory uses in Planned Office, PO, Districts

**A motion was made by Vice Chair Carlyle, seconded by Councilmember Edson, to forward the UDO amendment to the Planning Commission for public hearing. The motion carried unanimously.**

Community and Economic Development Committee

Action Letter - Draft

January 11, 2017

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- B. [TMP-0363](#) Presentation and Discussion of Draft Design Standards for an area generally bounded by Pine Tree Plaza, U.S. 50 Highway, ADESA Property, Jefferson Street, Persels (West of M-291), 16th Street (East of M-291), The Union Pacific Railroad Right-Of-Way and South M-291 Highway known as the Envision LS Master Development Plan excepting the 85 acres owned by Westcott Investment Group, LLC; City of Lee's Summit, applicant.

**A motion was made by Vice Chair Carlyle, seconded by Councilmember Edson, to forward the Envision LS Design Standards to the Planning Commission for consideration. The motion carried unanimously.**

- C. [2017-0869](#) Presentation & Discussion - Recreational Vehicle and Trailer Parking Regulations

**This item was for discussion purposes. No action taken.**

7. ROUNDTABLE  
8. ADJOURNMENT

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## Packet Information

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**File #:** 2017-0943, **Version:** 1

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Presentation and Review of Downtown Lee's Summit Main Street Public Service Agreement Scope of Services

Issue/Request:

Presentation and Review of Downtown Lee's Summit Main Street Public Service Agreement Scope of Services

Key Issues:

Downtown Lee's Summit Main Street will be presenting the proposed scope of services of the proposed 2017 - 2020 Public Service Agreement (PSA) for review and discussion with the Community and Economic Development Committee (CEDC).

The Downtown Lee's Summit Main Street Association (DLSMS) serves as a non-profit organization with the mission of supporting business and economic development in the downtown Lee's Summit community. The City of Lee's Summit realizes that promotion and advertising of the City's historic downtown to the larger Kansas City metropolitan area and the midwest region is important for the community image and additional sales tax derived from visitors.

The City of Lee's Summit and DLSMS enter into a Public Service Agreement for the purpose of furthering the City's efforts to promote business development within the community, which in turn supports a healthy tax base for city services. Annually the City appropriates funding from the Business and Industry Fund, therefore enters into a Public Service Agreement to formalize the services provided by DLSMS and funding provided to accomplish the stated goals.

Proposed Committee Motion:

I recommend approval of the scope of services as outlined in the draft Downtown Lee's Summit Main Street Public Service Agreement and recommend the agreement be forwarded to the Finance and Budget Committee to be considered for inclusion in the City's FY18 budget.

Presenter: Donnie Rodgers, Executive Director, Downtown Lee's Summit Main Street

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
DOWNTOWN LEE'S SUMMIT MAIN STREET, INC.**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is by and between Downtown Lee's Summit Main Street Inc., a Missouri nonprofit corporation ("Main Street"), and the City of Lee's Summit, Missouri, a Missouri constitutional charter city ("City").

WITNESSETH:

WHEREAS, Main Street was created to assist the City in developing a public-private effort to revitalize the City's Central Business District; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to compensate Main Street for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Main Street agree as follows:

**I. SCOPE OF SERVICES**

Main Street will provide the following services ("Services"):

**A. Organization**

*Main Street shall continue to provide unified management and coordination for the Downtown Core Area through Main Street's interaction with its investors, volunteers, the City, downtown businesses, downtown property owners and community partners to continue to contribute toward the economic revitalization of Old Lee's Summit as defined is the Old Lee's Summit Development Master Plan.*

**B. Marketing and Promotion**

*Main Street shall continue to develop and update a consistent marketing and promotion program for the Downtown Core Area that will bring the City's brand alive and elevate the image of downtown and the community. Marketing and promotion includes producing quality marketing pieces, coordinating advertisements and organizing annual events/activities that attract visitors to the Downtown Core Area.*

C. Design

*Main Street shall continue to initiate and develop design proposals for façade, signage, lighting, landscaping, historic preservation and the overall aesthetic look of the Downtown Core Area. Main Street will assist City staff with the implementation and education of the City's Design Standards for the Downtown Core Area.*

D. Economic Enhancement

*Main Street shall continue to strengthen the existing economic assets of the Downtown Core Area while diversifying its economic base, including recruiting new businesses, assisting with expansion of existing businesses, facilitating redevelopment, marketing available or underutilized commercial space, and strengthening the management capabilities and competitiveness of individual businesses. Main Street tracks key statistics, including job growth and new businesses in the Downtown Core Area and hosts businesses development seminars based on the needs of the downtown business community. Main Street serves as the key point of contact for interested parties looking to invest in the Downtown Core Area.*

**II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal, and subject to appropriation by the City Council as contemplated herein. It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of Downtown Lee's Summit Main Street's performance by the City Manager. The City Manager's review shall be completed no later than April 1, 2020. To facilitate the review, Downtown Lee's Summit Main Street shall submit a copy of its annual budget each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager. The City Manager shall inform the Downtown Lee's Summit Main Street by April 30 of the results of the City Manager's review.

**III. COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate Main Street for the Services as outlined in Section I (A-D) in a lump sum amount of \$60,000 for FY18; \$60,000 for FY19; and \$60,000 for FY20. All compensation for the Services is subject to annual appropriation by the City. With the adoption of the annual City budget, the

compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation, at the time.

**IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW**

Main Street shall permit an authorized representative of the City to inspect and audit all data and records of Main Street related to their performance under this Agreement.

**V. SUBCONTRACTS**

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

**VI. REPRESENTATION ON BOARD**

Main Street's Board of Directors oversee the operation of Main Street, and the City will possess two non-voting positions on the Board consisting of a Council liaison and a City Administration Department representative.

**VII. NON-DISCRIMINATION PROVISIONS**

Main Street will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

**VIII. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

**IX. CONFLICT OF INTERESTPOLITICAL ACTIVITY**

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

Main Street shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.



**X. INDEPENDENT CONTRACTOR**

Main Street is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

**XI. INDEMNIFICATION**

Main Street shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with the subject matter of this Agreement or the work or operations expressly authorized herein; provided, however, that Main Street need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Main Street has contracted for additional services under the terms of the Agreement.

**XII. CANCELLED, TERMINATION OR SUSPENSION**

A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that Main Street is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.

B. In the event of such default or violation by Main Street, the City shall send to Main Street by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default of violation. Main Street shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Main Street shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Main Street.

C. In the event of termination, Main Street shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Main Street shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

**XIII. NOTICE**

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager  
City of Lee's Summit, Missouri  
220 S.E. Green Street  
Lee's Summit, Missouri 64063

Notice to Main Street shall be addressed to:

Executive Director  
Downtown Lee's Summit Main Street Inc.  
226 SE Douglas Street, Ste 203  
Lee's Summit, MO 64063

**XIV. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and Main Street mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

**XV. SEVERABILITY**

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

**XVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other

matters, whether oral or written, are hereby merged into and made a part hereof, and are of not further force or affect.

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

CITY OF LEE'S SUMMIT, MISSOURI  
A Missouri constitutional charter city

DOWNTOWN LEE'S SUMMIT  
MAIN STREET INC.  
A Missouri nonprofit corporation

\_\_\_\_\_  
Stephen A. Arbo, City Manager

\_\_\_\_\_  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Denise R. Chisum, *City Clerk*

\_\_\_\_\_  
Secretary

Approved as to Form

\_\_\_\_\_  
*City Attorney's Office*

DOWNTOWN LEES SUMMIT MAIN STREET INC  
DRAFT ANNUAL BUDGET  
FISCAL YEAR ENDING JUNE 30, 2017

		FY2014	FY2015	FY2016	FY2017	
		BUDGET	BUDGET	BUDGET	BUDGET	
<b>REVENUE</b>	<b>CODE</b>					
MEMBERSHIP DUES		0	0	0	0	
DOWNTOWN DAYS	402	137000	140,000	150,000	140,000	32.95%
FARMERS MARKET	403	13000	18,250	20,000	20,750	4.88%
ST. PATS PARADE/EMERALD ISLE	419	6100	6,500	8,500	8,500	2.00%
PICCADILLY AUCTION	409	47000	65,000	65,000	60,000	14.12%
GARDEN WALK	405	750	1,500	1,500	0	0.00%
SUMMIT ART FESTIVAL	428	7,000	6,000	500	0	0.00%
LOFT/HISTORIC SPACES TOUR	414	1000	1,150	1,350	1,800	0.42%
GRANTS-OPERATIONS	418	7500	15,000	10,000	10,000	2.35%
CITY OF LEES SUMMIT-CONTRACT	404	60000	59,122	60,000	60,000	14.12%
ANNUAL MEETING	422	1700	2,000	2,000	2,000	0.47%
QUARTERLY MEETING		500	700	0	0	0.00%
SPONSORSHIPS	427	30000	30,000	35,000	40,000	9.42%
INVESTORS/PARTNERS	401	30000	35,000	45,000	40,000	9.42%
DONATIONS	429			1,000	1,000	0.24%
CID REINBURSEMENT	430			20,000	22,000	5.18%
DESIGN-OPEN SIGNS	431			500	300	0.07%
CID ADMINISTRATION	432			18,000	18,000	4.24%
CULTURAL/SPECIAL EVENTS					500	0.12%
MISC INCOME						
<b>TOTAL REVENUE</b>		<b>337,550</b>	<b>380,222</b>	<b>438,350</b>	<b>424,850</b>	
<b>OPERATING EXPENSES</b>						
<b>OFFICE ADMINISTRATION</b>						
SALARIES & WAGES	702	145,000	175,000	182,400	182,400	
EMPLOYEE BENEFITS/INSURANCE	703.10	5000	7,000	21,400	16,000	
PAYROLL TAXES	703	12000	14,000	14,000	14,000	
<b>TOTAL OFFICE ADMINISTRATION</b>		<b>162,000</b>	<b>196,000</b>	<b>217,800</b>	<b>212,400</b>	
<b>INSURANCE EXPENSES</b>						
PROPERTY/LIABILITY/D & O	717	4000	5,000	6,000	6,000	
<b>TOTAL INSURANCE</b>		<b>4000</b>	<b>5,000</b>	<b>6,000</b>	<b>6,000</b>	
<b>ORGANIZATION EXPENSES</b>						
RENT EXPENSE	705	11000	10,800	15,000	14,520	
OFFICE SUPPLIES	706	4000	4,000	4,000	5,000	
SOFTWARE TECHNOLOGY	707	750	2,000	2,000	2,500	
COPIER MAINT. CONTRACT	708	4800	5,500	5,500	5,000	
TELEPHONE / FAX	709	2500	2,500	2,500	2,250	
P.O. BOX RENT / METER	711	300	100	100	0	
MEETING-ORGANIZATION	712	1500	1,500	2,175	2,000	
MEETING-TRAINING	713	4000	4,500	12,800	12,000	
<i>MARKET PAVILION TRIP</i>					<i>5,000</i>	
AUDIT	714	0	2,000	2,000	2,000	
MILEAGE	715	0	0	1,200	0	
<b>TOTAL ORGANIZATION EXPENSE</b>		<b>28,850</b>	<b>32,900</b>	<b>47,275</b>	<b>50,270</b>	

DOWNTOWN LEES SUMMIT MAIN STREET INC  
DRAFT ANNUAL BUDGET  
FISCAL YEAR ENDING JUNE 30, 2017

		2013-14	2014-15	2015-16	2016-2017
		BUDGET	BUDGET	BUDGET	BUDGET
<b>COMMITTEE EXPENSES</b>					
ER-LOFT TOUR/HISTORIC SPACES	720	300	400	650	500
ER-BUSINESS SEMINARS/ Broker Lu	720	1500	600	1,200	300
ER-MORNINGS W/MERCHANTS		100	0	0	0
ER-MARKETING MATERIALS	720	500	500	100	100
DESIGN-MEETINGS	720.1	200	100	100	100
DESIGN-KIOSK MAPS	720.1	0	400	400	400
DESIGN-OPEN SIGNS	720	0	0	500	250
DESIGN-BANNER MAINTENANCE	720.1	1000	1,000	1,000	1,500
ORG-ANNUAL MEETING	720.1	1500	2,000	2,000	2,500
ORG-QUARTERLY MEETINGS	720.1	700	800	700	900
ORG-HOLIDAY RECEPTION	720.1	1500	3,000	4,000	3,500
ORG-BOARD RETREAT		1000	0	0	250
ORG-MARKETING/FUND MATERIALS	720.1	1000	750	1,000	2,725
<b>TOTAL COMMITTEE EXPENSE</b>		<b>9300</b>	<b>9,550</b>	<b>11650</b>	<b>13,025</b>
<b>PROMOTION EXPENSES</b>					
MARKETING/PROMOTIONS COMM	730.20	15000	13,000	13,000	11,500
CULTURAL ARTS/SPECIAL EVENTS	731.8	2200	2,000	2,500	4,950
MAYOR CARE FUND	731.60	500	500	500	500
MAYORS TREE LIGHTING	732	2300	2,000	2,300	2,500
DOWNTOWN DAYS	731.72	60000	60,000	60,000	60,000
FARMERS MARKET	731.7	3200	3,200	3,200	5,600
ST PATRICKS/EMERALD ISLE	731.8	4700	5,500	5,600	5,600
HOLIDAY LIGHTS, ETC.	733	5000	5,500	6,525	6,500
MUSIC IN THE PARK	731.50	850	850	800	850
PICCADILLY AUCTION EXPENSE	731.7	20000	22,000	22,000	22,000
SUMMIT ART FESTIVAL	731.70	0	5,000	500	0
ADVERTISING	731.80	0	4,000	4,000	3,000
YOGA IN THE STREETS	731.81	0	0	100	100
GARDENWALK	731.82	0	0	600	0
<b>TOTAL PROMOTION EXPENSE</b>		<b>113750</b>	<b>123,550</b>	<b>121,625</b>	<b>123,100</b>
<b>OTHER EXPENSES</b>					
MEMBERSHIPS, DUES, & CONF.	773	5000	5500	5500	4,000
OFFICE EQUIP DEPR	774	500	500	500	500
ACCOUNTING & LEGAL	776	3000	3,500	3,500	4,000
DISCRETIONARY FUND	777	3750	1,000	2,000	2,500
WEB SITE MAINTENANCE	779	500	500	500	1,500
CID IMPLEMENTATION/ADMIN	782	1000	0	0	0
AWARDS, PLAQUES, PINS	778	500	500	500	500
BANK SERVICE CHARGES	781	2000	0	2,500	300
VOLUNTEER RECOGNITION	780	0	0	1,000	1,000
<b>TOTAL OTHER EXPENSES</b>		<b>16250</b>	<b>17,000</b>	<b>16000</b>	<b>14,300</b>
<b>TOTAL OPERATING EXPENSES</b>		<b>334,150</b>	<b>378,500</b>	<b>420,350</b>	<b>419,095</b>
<b>INCOME FROM OPERATIONS</b>		<b>3,400</b>	<b>1,722</b>		<b>5,755</b>





# LS DOWNTOWN

## LEE'S SUMMIT MAIN STREET

### WHAT IS MAIN STREET?

- 501 c 3 nonprofit organization dedicated to the revitalization of the heart of our community
- We follow the National Main Street 4-Point Approach.
- Nationally accredited. One of only 6 communities in MO.



## PUBLIC SERVICE AGREEMENT

- Scope of Services
  - Organization
  - Marketing and Promotion
  - Design
  - Economic Enhancement

## ORGANIZATION

Continue to provide unified management and coordination for the Downtown Core.





## ORGANIZATION

- Monthly communications with downtown stakeholders including, investors, the City, downtown businesses, downtown property owners and community partners.
- Serve as advisory role on the Big 5 Master Plan Task Force and Implementation Group.
- Establishment of the Downtown Community Improvement District.

## ORGANIZATION

\$412,983.24

17,529 volunteer hours since 2014.



## MARKETING AND PROMOTION

Continue to develop and update consistent marketing and promotion program for the Downtown Core area that will bring the City's brand alive and elevate the image of downtown and the community.



## MARKETING AND PROMOTION

# 112

### Days of Events

Chocolate Crawl For a Cause – Spring Open House – Emerald Isle Parade – Fourth Fridays Art Walk – Farmers Market – Downtown Bunny Hop – Spring Celebration at the Market – Music in the Park – Downtown Days – Ladies Night Out – Sidewalk Sale – Christmas in July at the Market – Fall Open House – Witches Eve Ladies Night Out – Farmers Market Harvest Fest- Haunted & Historic Spaces Tour – Boos, Barks & Badges Halloween Parade – Holiday Open House – Mayor's Tree Lighting – Small Business Saturday- Hometown Holiday – Farmers Market Holiday Market – Santa Visits

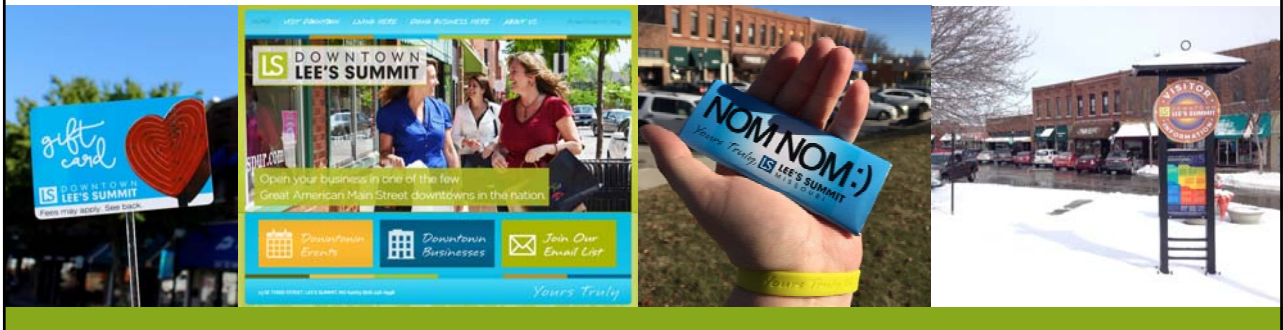
## MARKETING AND PROMOTION

- Hosts 7 retail shopping events annually
- Record sales reported during the 2016 Holiday Season



## MARKETING AND PROMOTION

- New Downtown Gift Card Program
- 1.5 Million Facebook Users Reached in 2016
- Collaboration with Community Marketing
- 566,372 pages viewed since 2014



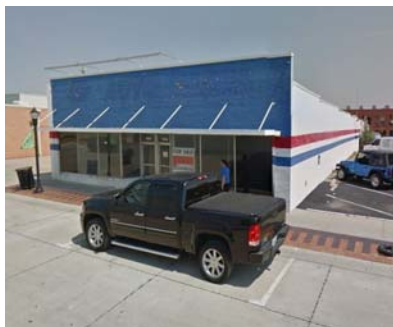
## DESIGN

Continue to initiate and develop design proposals for façade, signage, lighting, landscaping, historic preservation and the overall aesthetic look of the Downtown Core Area.

Continue to assist City staff with the implementation and education of the City's Design Standards for the Downtown Core Area.

## DESIGN

- Work with Property Owners to ensure design standards
- Adoption of Mural Standards
- Updating of Sign Ordinance to include neon signage





## DESIGN

- New streetscape banners
- Outdoor Kiosks
- Historic Preservation Month



## ECONOMIC ENHANCEMENT

Continue to strengthen the existing economic assets of the Downtown Core Area while diversifying its economic base, including recruiting new businesses, assisting with expansion of existing businesses, facilitating redevelopment, marketing available or underutilized commercial space, and strengthening the management capabilities and competitiveness of individual businesses.

Continue to track key statistics, including job growth and new businesses in the Downtown Core area.

## ECONOMIC ENHANCEMENT

- Downtown Housing Study in partnership w/ LSEDC
- Mornings/Happy Hour with Merchants
- Quarterly Small Business Seminars
- New Business Welcome Packets
- Downtown Block Captains

## ECONOMIC ENHANCEMENT

SINCE 2014:

- 265 Net New Jobs
- 27 Net New Businesses
- \$3.6 Million in Private Investment



## PUBLIC SERVICE AGREEMENT RENEWAL

\$60,000 a year for three years

- July 1, 2017- June 30, 2020
- Continue Quarterly Reporting to City Manager
- City to maintain two non-voting representatives consisting of City Council liaison and a City Administration Department Representative



THANK YOU FOR  
YOUR  
CONSIDERATION.

Donnie Rodgers, Jr.  
Executive Director  
Downtown Lee's Summit Main Street, Inc.  
[donnie@downtownls.org](mailto:donnie@downtownls.org)  
816-246-6598

## Packet Information

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**File #:** 2017-0944, **Version:** 1

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Presentation and Review of Lee's Summit Economic Development Council Public Service Agreement Scope of Services

Issue/Request:

Presentation and Review of Lee's Summit Economic Development Council Public Service Agreement Scope of Services

Key Issues:

The Lee's Summit Economic Development Council (LSEDC) will be presenting the proposed scope of services for the Public Service Agreement (PSA) renewal for review and discussion with the Community and Economic Development Committee.

The LSEDC serves as a non-profit organization with the mission of supporting and promoting business and economic development in the Lee's Summit community. The City of Lee's Summit enters into a PSA with the LSEDC for the purpose of furthering the City's efforts to promote business and economic development in the community, which in turn supports a healthy tax base that provides for city services. Annually the City appropriates funding from the Business and Industry Fund, therefore enters into a PSA to formalize the services provided by LSEDC and funding provided to accomplish the stated goals.

Presenter: Rick McDowell, President and CEO, Lee's Summit Economic Development Council

Committee Recommendation: I recommend approval of the scope of services as outlined in the presented Lee's Summit Economic Development Council Public Service Agreement and recommend the agreement be forwarded to the Finance and Budget Committee to be considered for inclusion in the City's FY18 budget.



**LSEDC Funding FY2017**

**I. Current PSA**

**A. FY2017 Request of funds: \$275,000**

1. First payment July 2017

**II. Overhead Expenses**

- A. Relocation and/or Building Improvements (Rent)
- B. Capital purchases
- C. Contract personnel
- D. Technology Upgrades
- E. Employee Benefits (new cost)

**III. Initiatives:**

1. Commercial Real Estate Brokers
  - 1) Expand Outreach Program
2. Workforce Development Group/Study
3. Continued Studies and Directives
  1. Building and Site catalog
  2. ED tracking list for City of LS
  3. Human Resources Committee
  4. Implement and Complete Hotel Study
4. Marketing
  1. Retention
  2. Expansion
  3. Attraction
  4. Social Media
  5. Public Relations
  6. Targeted Industrial Materials

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN  
THE LEE’S SUMMIT ECONOMIC DEVELOPMENT COUNCIL  
AND  
THE CITY OF LEE’S SUMMIT, MISSOURI**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is by and between the Lee’s Summit Economic Development Council (the “EDC”), a Missouri non-profit corporation, and the City of Lee’s Summit, Missouri, a Missouri constitutional charter city (the “City”).

**WITNESSETH:**

WHEREAS, the EDC was created, in part, to assist the City in expanding and diversifying the economic base of Lee’s Summit through the attraction and retention of business and industry and the EDC has demonstrated its ability to attract and retain business and industry in the City; and

WHEREAS, the City, by Ordinance No. 4611, did levy a license tax on certain gross receipts of hotels, motels and similar places of business, the resulting revenue of which was to be used to promote the general economic welfare of the City, including, but not limited to the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors (“Hotel/Motel Tax”);; and

WHEREAS, the Business and Industry Fund was established for the deposit of the Hotel / Motel Tax revenue to provide funding for this Public Service Agreement, and others as the City Council determines how best to expend the Hotel / Motel Tax revenue for its stated purpose; and

WHEREAS, EDC leadership continues to contribute to the City’s economic environment with participation in development discussions, community asset advocacy, and economic development strategies; and

WHEREAS, the Mayor and City Council have adopted an Economic Development Vision Statement that “Lee’s Summit will build upon and promote its unique downtown, education excellence and cultural heritage to create and nurture a business environment which fosters entrepreneurship, commercial and neighborhood redevelopment and the attraction and retention of high quality jobs in targeted businesses. In doing so, the tax base will grow ensuring the city’s continued ability to deliver an outstanding quality of life and services to both businesses and residents.”; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to contract with the EDC for the performance of economic development services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits from the services set forth herein, the EDC and the City agree as follows:

## I. SCOPE OF SERVICES

The EDC shall perform economic development services for the benefit of the community. EDC will work independently and collaboratively with City Staff, as necessary, to provide the following services (the “Services”):

- A. LSEDC will serve as the resource group for potential community investors seeking private sector development and investment strategies.
- B. LSEDC will collaborate with City leadership to develop strategies that support the City’s economic development vision and provide avenues for targeted development activities.
- C. LSEDC will advocate at the local, regional, state and federal level, as applicable, in pursuit of the community’s economic development goals.
- D. LSEDC will partner with the public and private sectors to continue to develop strategies to maximize investment in the **commercial and neighborhood redevelopment**, including the target area of **downtown** Old Lee’s Summit.
- E. LSEDC will continue to participate in the work to attract, **expand and retain businesses, serve as a workforce resource** and support **entrepreneurship**.
- F. LSEDC will improve the community product to support and **attract knowledge based industries, high quality jobs**, and the creative and entrepreneur class.

## II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, unless notification is given of intent not to renew by either party, in writing, no less than thirty (30) days, prior to the date of automatic renewal and subject to appropriation by the City Council as contemplated herein. It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of the Economic Development Council’s performance by the City Manager. The City Manager’s review shall be completed no later than April 1, 2020. To facilitate the review, the Economic Development Council shall submit a copy of its annual budget each year by May 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the

City Manager. The City Manager shall inform the Economic Development Council by June 30 of the results of the City Manager's review.

### **III. PERFORMANCE MEASURES.**

Evaluation of whether the EDC is satisfactorily and successfully performing the duties and obligations set forth in this Agreement shall be measured by the following:

- (1) During the term of this agreement the creation of an additional \$2.5 Million Dollars of payroll within the City of Lee's Summit as compared to the prior July 1st to June 30<sup>th</sup> year.
- (2) The creation of at least 50 new quality jobs, as defined by the Missouri Department of Economic Development, pursuant to the Missouri Quality Job Act RSMo. Sec. 620.1875 through Sec. 620.1900, during the term of this agreement.
- (3) During the term of this agreement the creation of an additional \$6 Million Dollars in investment in development and/or redevelopment within the City of Lee's Summit as compared to the prior July 1<sup>st</sup> to June 30<sup>th</sup> year.

The above stated performance measures shall be used as guidelines to be measured against each succeeding year. Further the EDC must document how their direct involvement and efforts contributed to the specific performance measure being met.

### **IV. COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate the EDC for the Services in the amount of \$275,000 annually, payable in 12 monthly installments coinciding with the City's fiscal year. Said amount includes reimbursement for all expenses incurred by the EDC in providing the Services. All compensation for the Services is subject to annual appropriation by the City.

### **V. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW**

The EDC shall permit an authorized representative of the City to inspect and audit all data and records of the EDC related to its performance under this Agreement.

EDC shall be required to complete a detailed annual budget submitted to the EDC Board of Directors for approval.

EDC shall submit an accounting of all funds spent by EDC for the preceding fiscal year on or before December 1, 2017.

**VI. SUBCONTRACTS**

The EDC and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

**VII. REPRESENTATION ON BOARD**

It is agreed that the EDC's Board of Directors has been created to oversee the operation of the EDC, and the City will possess two voting positions on the Board of Directors consisting of the Mayor and City Manager (or their designees).

The Mayor and City Manager (or their designees) shall also have a voting position on the EDC Executive Board of Directors, and shall serve as ex officio members of all subcommittees.

**VIII. NON-DISCRIMINATION PROVISIONS**

The EDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

**IX. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

**X. CONFLICT OF INTEREST/ POLITICAL ACTIVITY**

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

The EDC shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

EDC employees shall be prohibited from investing in an economic development project business while said business is seeking City approval of economic development incentives for the project.

**XI. INDEPENDENT CONTRACTOR**

The EDC is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

## **XII. CANCELLATION, TERMINATION OR SUSPENSION**

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that the EDC is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.
- B. In the event of such default or violation by the EDC, the City shall send to the EDC by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The EDC shall cure or remedy said violation or default within forty-five (45) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within forty-five (45) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon forty-five (45) days written notice thereafter. Termination as aforesaid shall not relieve the EDC of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.
- C. In the event of termination, the City shall only be responsible for paying the pro-rated value of the monthly payment for the month in which termination is effective. The pro-rated amount shall be determined by dividing the monthly payment by the number of days in the month in which termination is effective, and multiplying this daily amount by the number of days up to the effective date of termination. If termination is effective after the full monthly payment for the subject month has been paid, the EDC shall refund the difference between the amount of the full monthly payment and the pro-rated amount to the City within 14 days of the effective date of termination.

## **XIII. NOTICE**

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager City of Lee's Summit

220 S.E. Green Street  
P.O. Box 1600  
Lee's Summit, Missouri 64063

Notice to the EDC shall be addressed to:

President/CEO  
Lee's Summit Economic Development Council  
218 S.E. Main Street  
Lee's Summit, Missouri 64063

**XIV. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the EDC mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

**XV. SEVERABILITY**

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

**XVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or effect.

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

CITY OF LEE'S SUMMIT, MISSOURI  
a Missouri constitutional charter

LEE'S SUMMIT ECONOMIC  
DEVELOPMENT COUNCIL, a Missouri  
non-profit corporation

\_\_\_\_\_  
Stephen A. Arbo, City Manager

\_\_\_\_\_  
Chair of the Board of Directors

ATTEST:

ATTEST:

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Denise R. Chisum, *City Clerk*

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Secretary

Approved as to Form:

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Office of the City Attorney