

CITY OF LEE'S SUMMIT BUSINESS AND INDUSTRY FUND DISBURSEMENT PROJECT



APRIL 22, 2021

**EXECUTIVE SUMMARY
PRESENTED BY DAREN FRISTOE**

Supporting Documents

I. Executive Summary

II. Ordinances



8172 - Chamber
Community Marketi



4611 - Bed Industry
Code regulations.pc



8432 - Velocity
LS.pdf



8175 - LSEDC.pdf



8174 - DLSMS.pdf



8173 - Chamber
Tourism.pdf

III. Project Timeline



City of LS Project
Timeline.Final.pdf

IV. Survey Results



B and I Survey
Responses.All Data. |

V. Preliminary Questions for Joint Listening Sessions



PSA



PSA



PSA



PSA

Questions.DLSMS.p Questions.Chamber. Questions.Velocity.p Questions.LSEDC.pd

VI. Community Partner Presentation Slides



Lee's Summit
Chamber PSA Q&A F



DLSMS
Presentation Council



Velocity
Presentation (1).pdf



LSEDC - Bed and
Industry Presentatio

VII. 2019 Strategic Planning Process – Summary Report



April 22, 2021

To: Mayor Bill Baird
Lee's Summit City Councilmembers

CC: Stephen Arbo, City Manager

Fr: Daren Fristoe

Re: Business & Industry Fund Disbursement Project – Executive Summary

Thank you, Mayor Baird and members of the Lee's Summit City Council, for allowing me the opportunity to facilitate this project. More importantly, thank you for your active participation in all aspects of the process, from the initial survey through the open dialogue in the joint sessions with the community partners (DTLSMS, LS Chamber, LSEDC and Velocity). Your engagement throughout this process resulted in more enhanced information gathering and exchanging of ideas by and between all impacted stakeholders. To that end, this report, coupled with the supporting documentation that follows, is intended to provide you with detailed background material in order to enable you to determine the highest and best use of the Business & Industry Funds per the ordinance language.

Project Steps:

The project followed a timeline with the following six distinct steps:

- 1. Information Gathering** - We created and implemented an online confidential survey using elements determined from the Business and Industry ordinance language. Those elements were ***Retaining Business, Attracting Business, Expanding Business, Creating Business, Tourism and Community Marketing***. Survey participants were asked to prioritize by ranking the six elements or functions, identify activities that would support those elements, identify how to measure successful outcomes, and assign potential funding amounts per element.

2. Report Survey Findings – Upon receipt of the results, we met and the results were presented for review and discussion as a prelude to a discussion on the

key goals and objectives for the Bed & Industry Fund in relation to PSA negotiations. Survey results were disseminated to the executive leadership of all impacted community partners.

3. Provide Instructions of ‘What to Expect’ to each PSA Prior to Joint ‘Listening Sessions’ – In this step, we submitted ‘conversation starter’ questions to each of the executive leaders of the impacted community partners prior their joint ‘listening sessions’ with the Mayor and City Council to help them be more prepared and improve our opportunity for a successful outcome. Consistent preliminary communication was done with each group prior to their respective sessions.

4. Conduct Joint ‘Listening Sessions’ with Mayor, City Council and each PSA Community Partner – We facilitated sessions the Mayor, City Council, and each of the community partners Board of Directors and their respective Executives. The sessions included formal presentations and extensive informal discussion.

5. Assemble the Mayor and City Council for Review – We briefly reviewed the overall process following the final listening session and outlined the next step of final reporting.

6. Final Report - Based upon feedback of the Mayor and City Councilmembers, in conjunction with all of the data gathered, this step includes the submission of this document to assist in the overall determination process for funding allocations per the Business and Industry Fund.

Survey Findings:

The following is a summary of responses to the four online survey questions:

- 1. Priority Ranking of Six Elements / Functions** – Ranking was determined by using the survey’s weighted average, with the following results (from 1 to 6)
 - Retaining Business
 - Attracting Business
 - Expanding Business

- Creating Business
- Tourism
- Community Marketing

2. Examples of Current or Desired Activities – Targeted feedback was given for each listed element / function (over 30 unique comments), as well as a comment in ‘Other.’ Those comments are grouped below:

- **Retaining Business** – ‘Implement an aggressive call program’ ‘communication campaigns (systematic, measurable) to our businesses’ ‘ensuring business have what they need to stay in LS i.e.; building space.’ ‘awareness of needs and challenges by current businesses’ ‘keeping in touch with local businesses to ensure that if they decide they need something to stay here (larger space, trained employees) that we can help fill that need’
- **Expanding Business** – ‘Dev call program and match with incentive programs’ ‘communication campaigns (systematic, measurable)’ ‘awareness of growth opportunities’ ‘contacting local businesses to see what they need to grow their business in LS’
- **Creating Business** – ‘Provide necessary tools for startup prospects’ ‘angel investor groups’ ‘awareness of major re-locations searching for new opportunities’
- **Attracting Business** – ‘Aggressively and proactively work with regional developers’ ‘database of potential businesses (targeted and industry specific) with marketing campaign (sustained annually)’
- **Tourism** – ‘create and implement a plan’ ‘cultural events, festivals, economic development / retail opportunities’ ‘targeted marketing and advertising’ ‘downtown activities’ ‘making Lee’s Summit a destination location’ ‘we have huge sports and music events here. What are we doing to promote LS businesses to those who visit for those events?’
- **Community Marketing** – ‘Promote LS through multiple media programs’ ‘new signage for Downtown gateways’ ‘targeted marketing and advertising’ ‘Royals and Chiefs promotions, magazine ads’ ‘creating awareness of Lee’s Summit’ ‘this has been done well in the past and should continue’

- **Other** – ‘Work to bring regional festivals and events and activities here. As big as our city is, we should have more than just Downtown Days and Oktoberfest’

3. Examples of Measuring Successful Outcomes – Targeted feedback was given for each listed element / function (over 30 unique comments), as well as a comment in ‘Other.’ Those comments are grouped below:

- **Retaining Business** - ‘jobs and economic multiplier metrics’ ‘number of outstanding business licenses’ ‘total # of business licenses / EDC and Chamber membership’ ‘know if a business is looking to leave before the business journal’ ‘loss of business at a minimum or not at all’ ‘no job losses realized’
- **Expanding Business** – ‘job creation’ ‘metrics for showing what businesses have grown’ ‘track expansion and report on them annually in the way of reports and new jobs from expansion’ ‘businesses expanding in LS instead of leaving for other cities’ ‘jobs created’ ‘growth in number of jobs in the city’
- **Creating Business** – ‘# of jobs created and investment created’ ‘new business licenses’ ‘new business licenses / new jobs from startup’ ‘new businesses being developed and staying in LS’ ‘Lee’s Summit becomes a desired location for startups and re-locations’ ‘increase in city business licenses’
- **Attracting Business** – ‘# of jobs, economic multiplier benefit to LS’ ‘annual \$ of council approval of new construction / EDC and Chamber track new businesses / new jobs due to new businesses’ ‘landing national and / or international businesses offices in LS’ ‘inquiries for available land and options’ ‘realizing more business licenses, more jobs, issuing building permits for construction’
- **Tourism** – ‘track hits’ ‘continued execution of successful events that draw visitors to our community’ ‘hotel stays; ways to measure out of zip code purchases’ hotel stays, sales tax, \$ benefits from events and activities (compare annually)’ ‘increase of people visiting’ ‘more events. More permits issued for events.’

- **Community Marketing** – ‘track hits’ ‘surveys of citizens and nonresidents/geotracking reports / all must be done annually for comparison’ ‘inquiries for activities’
- **Other** – ‘quality jobs needed’

4. Potential Funding Amounts Per Element / Function – averages per category

- **Attracting Business** - \$131,250
- **Tourism** - \$81,071
- **Retaining Business** – \$78,125
- **Creating Business** – \$75,000
- **Community Marketing** – \$65,000
- **Expanding Business** - \$55,000

5. Other – Additional comments provided

- ‘Velocity and Community Marketing should no longer be supported with public dollars. \$500,000 is not reality for FY 2022.’
- There needs to be positive and continued action from the PSA’s to solve the problem of no growth on businesses relocating and preventing the loss of taxpaying businesses from leaving.’

Listening Session Summaries:

The executive leadership and board members participated in joint listening sessions with the Mayor and City Councilmembers. The framework for the discussion began with each organization responding to the initial 2 ‘conversation starter’ questions, followed by an open dialogue.

In addition, each organization’s executives were asked their opinion of (or definition of) ***‘the general economic welfare of Lee’s Summit’*** per the ordinance language.

The following are summarized comments per session, as well as the specific meeting weblinks, for the respective community partner listening sessions:

1. Lee’s Summit Chamber of Commerce

- **Matt Baird, President**

- **Additional speakers included Carson Graff and Kristi Johnson-Ware**

- **Overview and Comments** – The Chamber currently provides support for a number of City-wide marketing initiatives, including but not limited to the production of the community calendar, city map, visitor guide, relocation guide, website and social media presence. Mr. Matt Baird defined the role of the Chamber in supporting ‘the general economic welfare of Lee’s Summit’ as ensuring our businesses are successful and supporting the business growth in our community from start-up to larger employer companies.

Chamber Comments – We feel we have an excellent relationship with the elected officials and city staff. Our role as the Chamber is to educate the community and our members, provide connectivity with the businesses, develop future leaders for the City, collaborate with other community partners, and serve as an advocate for local businesses. The Chamber uses interactive member-driven committees to assist in our marketing and tourism efforts, including the Visitor’s Council. Distinction between tourism (using resources to educate people in Lee’s Summit) and community marketing / branding (expanded outreach).

In the past, the Chamber used an independent contractor, as well as a part-time graphic designer, to handle media planning, co-op ad purchasing, and overall communication strategy. The independent contractor is no longer on staff, so without funding we lack the resources to fully execute the community marketing goals. Chart provided of the 2019 Annual Expenditures for Community Branding and Tourism reflecting over \$300,000 in expenses for 2019.

Future options to be considered could include combining the two PSAs into one (community marketing and tourism), the establishment of a new entity such as a Convention and Visitors Bureau (CVB) or Destination Marketing Organization (DMO). Other communities our size have such an entity; some stand alone and some partially funded by their City's budgets.

Other Items – Additional questions / concerns were raised about the connectivity between the Chamber's Executive Board and City Councilmembers, how information was disseminated to those Executive Board members, how to improve the distribution / supply of materials to local venues, how to maximize outreach to visitors to LS that are captive audiences (such as for youth sports tournaments), and how to effectively track visits to LS. Another question was raised about the partnership between the Chamber and the LSEDC (per Matt, the relationship is 'not there yet. Collaboration is lacking. In addition, we need to do better at working more closely between the Chamber, the City and the Parks Department for youth events and promotional material distribution.')

- **Presentation - April 1, 2021 (Link Below – Beginning at 23:43)**
https://lsmo.granicus.com/player/clip/3416?view_id=18&redirect=true

2. Downtown Lee's Summit Main Street

- **Donnie Rodgers, Jr., Executive Director**
 - **Additional speakers included Tony Olson and Dave Eames**
- **Overview and Comments** – DTLSMS focuses on providing a welcoming and an inviting community through a number of efforts including, but not limited to, the promotion of the downtown district, revitalization efforts, communication of the history of downtown, and business advocacy. Mr. Rodgers defined 'the general economic welfare of Lee's Summit' as 'quality of life.'

DTLSMS Comments - DTLSMS follows a 4-point approach, with committees supporting each of the 4 points (Promotion, Design, Economic Vitality, and Organization). This approach includes actively engaging the downtown business owners through meetings, personal interactions, providing training sessions, and advocacy. In addition, DTLSMS maintains an active database of available properties downtown for informational and promotional purposes.

The membership of DTLSMS is the small, locally owned business. The value of locally owned businesses includes the following: money stays local, these businesses support their communities and hire local talent.

Regarding measurement, DTLSMS provides quarterly reports to the City Manager that tracks volunteer hours, net new businesses, net new jobs and private investment. Additionally, DTLSMS tracks state and national annual accreditation, social media engagement, website traffic, gift card sales, business survey post events, online searches and special event recaps.

DTLSMS' vision for the future includes additional housing options, expanded foot traffic, promotion of the new Green Street project and amenities, ability to add more commercial space, expand the Downtown LS boundaries, and maximize the potential for the 3rd Street corridor with infill possibilities and walkability.

Other Items – Council question raised about DTLSMS' thoughts about a CVB or DMO type entity and potential role in community marketing. DTLSMS Response – 'Our best tool has been word of mouth for downtown events. Difficult to measure the impact of marketing dollars spent outside of Lee's Summit.' 'That said, we would welcome, support and want to partner with a CVB or DMO type of organization. Some communities Main Street organizations, such as Excelsior Springs, actually lead the community marketing charge', while others take on varying roles and responsibilities. We are open to partnering with all of the community organizations to expand the message and currently

work with the Chamber and Velocity. Still need to work on relationship with LSEDC.

Additional Council question raised about how current PSA funds are used. DTLSMS response – ‘Our annual budget is about \$400,000. As a majority of our activities are free and we use volunteer support, we use the PSA funds toward all activities, not specifically earmarked.’

Challenge presented in stretching limited dollars and resources; comment made that it is disappointing that there is an apparent lack of coordination between all of the PSA organizations, especially with new visitors to Lee’s Summit. We need to figure out how we combine our resources more effectively, along with elected officials and city staff.

Additional questions / comments: We need to work together on creative solutions to expand the reach and promote the message, not only to downtown merchants, but to all of Lee’s Summit residents and throughout our region. Collaboration amongst all stakeholders is critical to the overall success of the promotion of Lee’s Summit.

- **Presentation - April 1, 2021 (Link Below – Beginning at 2:00:00)**
https://lsmo.granicus.com/player/clip/3416?view_id=18&redirect=true

3. Lee’s Summit Economic Development Council

- **Rick McDowell, President and CEO**
 - **Additional speakers included Tim Paulson, Larry Hillier, Todd Haynes, Jackie Maloney, Michael VanBuskirk, Bobby Olm-Shipman, and Tina Chace**
- **Overview and Comments** – LSEDC was founded in 1985 and is organized as a 501 (c) (4) entity. The organization focuses specifically on attraction and retention as a critical part of their charge, aligning with like-minded investors and regional businesses, to build upon the successes of Lee’s Summit. The success of the LSEDC is measured by

‘growth.’ Mr. McDowell defined ‘the general economic welfare of Lee’s Summit’ as ‘improving the quality of life of our citizens.’

- **LSEDC Comments** – Mr. McDowell introduced his executive committee, most of whom were in attendance, as well as those on Zoom. In addition, Tina Chace (LSEDC Director of Business Development) was in the audience and participated. Mr. McDowell noted that Executive

Committee members were participants on other boards and commissions, not only in Lee’s Summit, but regionally.

The LSEDC has increased its’ membership and retention numbers over the past 5 years, in part by fostering relationships with local business owners and operators. It should be noted that we call on all businesses, not just our membership businesses, in the hopes we can provide some level of assistance. Critical components of the LSEDC include business development and one-on-one interactions, workforce development and educational partnerships. In addition, the LSEDC maintains a directory on the website of sites and buildings, as well as utilizing social media, to promote opportunities to develop in the city.

Regarding marketing and tourism, the LSEDC consistently uses both print and digital media for marketing placement. Regarding tourism, this is an area that is lacking for us. We strongly believe that the establishment of a CVB or some equivalent is long overdue. Lee’s Summit is the largest city in the state of Missouri without such an entity. Example of Columbia, MO CVB – staff of 13 people that managed the process.

‘Main challenge to attracting new development to Lee’s Summit is the lack of available buildings.’

- **Other Items** – Council question raised about LSEDC Budget. Response - Roughly 48% of our annual budget comes from the Business and

Industry fund allocation. Those funds are added to the general revenue line. Approximately 56% of our total revenue comes from private investors. Regarding other line items, 11% of our budget is for 'Image Enhancement,' which includes local ads, promotional materials and the website. We did receive positive feedback from our ads for the Royals and our digital ads, but it has been difficult to measure the effectiveness of print ads such as the KC Business Journal.

Council comment / question about financial impact regarding manufacturing, e commerce, and distribution centers in the region recently, equaling 32m sq feet built, with an additional 17m under construction now, as well as spec buildings. Financial impact is approximately 10,000 new jobs. Why can't LS attract those businesses? Response – 80% of those are looking for available buildings, less expensive land and / or incentives. We need to find a way to incentivize those companies. LS has the workforce, so that is not an impediment to attraction here.

Council questions regarding number of LSEDC-assisted new business in LS, position on housing, and usage / promotion of the Mid-Continent Library Square One Small Business Services (<https://www.mymcpl.org/square-one>). Response – We have one business to note that we assisted in relocating to LS, in the former Toys R Us location. Average wage \$49,000 per year. Regarding housing, we consistently get asked about workforce housing and know what we need it here. Regarding the Mid-Continent program, no we haven't promoted that program.

Council question about proactively managing the potential trends in commercial space usage post-Covid. Response – We are still unsure at this time. We have seen a return to general office usage, with some exceptions. Regarding big box retail and the changes due to the increase in online shopping, there are some creative solutions

underway now to repurpose former large retail locations and even shuttered movie theaters.

Council comment regarding workforce development and educational initiative from the LSEDC. Response – The LSEDC has an active engagement with the local educational partners, including each of the LSR7 / SCA / St. Michael high schools, UCM and MIC. High level of value provided for overall workforce development and business retention. In addition, the HR Roundtable gathers local HR managers

and recruiters to meet quarterly and work together on hiring challenges / solutions in the marketplace.

Council questions / comments in comparison to other communities EDC organizations and what the LSEDC needs / sees as action steps in the future. Response – Some EDC organizations are combined with their chambers and others have ceased to exist as a standalone.

Funding examples include \$1.5m for Olathe, \$537,000 for Overland Park, \$683,000 for Shawnee, and \$170,000 for Independence, MO.

Response – The LSEDC is seeking full funding to continue our partnership with the city. We need to revisit the City’s incentive policy for modification, including an idea of using targeted incentive areas.

Council comment – we are not able to do all tax abatements, but we need to be at the table for those types of discussions. The

Development Center is an amazing example of how things can get done with people and processes at the table.

LSDEC Board comments – Regarding economic development itself, this is a team sport and we need all players involved. We also feel that we ‘can’t measure economic development like a math teacher grading a math teacher. This is a long-term process. We have had total turnover in our board, which is an improvement over the past. We need all the incentives available to land these deals and the time is now.’ ‘We appreciate this forum to allow for a more open discussion with the

Mayor and City Council.’ ‘We feel our collaboration with our fellow community partners is strong.’

Mayor / Council comments – It is critical that all of the stakeholders work together. This process is about renewing and cultivating the relationships between all of the organizations, elected officials and city staff. The strength of our city lies on the totality of our organizations. We believe the issues raised are solvable, but only if we effectively work together, trust each other and avoid staying in our own silos. We

need to ensure that all board members feel engaged and empowered to communicate with us vs. just the executive of each organization.

- **Presentation - April 14, 2021 (Link Below – Beginning at 6:30)**
https://lsmo.granicus.com/player/clip/3426?view_id=18&redirect=true

4. Velocity (Presentation - April 14, 2021)

- **Julia Hampton, Board Chairperson**
 - **Additional speakers included Chuck Cooper, Dr. Donna Duffey, DJ Good, Rick Viar, Jon Cundiff**
- **Overview and Comments** – Velocity was founded in 2015, is organized as a 501 (c) (3) entity, and held their first event in 2017. The mission of the organization is to foster and grow entrepreneurship in Lee’s Summit. The success of Velocity can be measured by our participant ‘success stories’. Velocity considers every person that attends their events is a job that supports a family in LS. Velocity believes that entrepreneurs learn best from other entrepreneurs and that is where Velocity succeeds in providing the proper environment and targeted resources. ‘New business accounts for virtually all new job growth and that is our lane.’ ‘The heart of the City’s economic landscape is paved with small businesses and entrepreneurial enterprises.’

- **Velocity Comments** – Ms. Hampton introduced her board of directors, most of whom were in attendance in the Council Chambers and participated in the presentation.

In addition to the City's PSA funds, Velocity relies on general fundraising, sponsorship contributions, grants and participant fees to assist in providing services for their target audience. Note: Velocity also facilitated the City's 'Care Cash' process this past year. Velocity hired their first employee in July 2020, on a part-time basis, to serve in event coordination, administrative and marketing roles. The hiring of

an executive director is expected soon, which will spend half of their time fundraising.

Professional Advisory Committee discussion – created to support new business by providing access to professional, vetted advisors with necessary skill sets (accountants, attorneys, bankers, financial planners, risk mitigation specialists, payroll, insurance and digital marketing). Leveraging our LS business community; businesses come to Velocity with a need and Velocity serves as a conduit to resources. Maximizing strategic partnerships with UCM-Lee's Summit, MTC, Kauffman Foundation, KC SourceLink and America's SBDC Missouri. Discussion about professional commuters out of LS every day; \$223m in annual earnings leaving the city.

Events Committee discussion – provide a place for all entrepreneurs to interact with like-minded people. Four signature events – Pitch Pub Crawl (once a year); Summit Showcase (October); Featured Author Event (Sept) with Kay Saunders; and Summit Demo Day (chance to present to investors.) Velocity will also host 3 events during Global Entrepreneurship Week (Third Week in November) and 7 'Listen and Learn' events this year (content presentation, Q & A, and networking).

Education and Mentoring discussion – Velocity mentors dive into the participants’ business, identifying gaps and any opportunities for scaling, funding, staffing, supply chain issues, etc. Velocity provides educational programming for aspiring as well as existing entrepreneurs through digital programs. In addition, Velocity provides mentorship programs that are a supportive process, complementing the business owner’s weaknesses. The focus is on peer-to-peer connections and relationships. Programs are fee based.

- **Other Items** – Council question regarding any connectivity between Velocity and the Mid-Continent Library Square One Small Business

Services. Response – yes, we have worked with them, but feel it is a different niche than that of Velocity.

Council question regarding Velocity budget and why the request for additional funding now that the original 2-year agreement has expired, as well as 2 extensions. It appears some items on your site are free and some are behind a paywall. Response – The request from the City of \$70,000 would help with expenses that include hiring the executive director, a computer for that position, website / social media enhancements, and helping to subsidize our events. Velocity is requesting the funds again because we essentially lost time due to a long delay in organizing the entity’s 501 (c) (3) status and then Covid hampering live events and fundraising efforts. In addition, a number of the grant partners slashed their budgets over the past year. These funds would bridge a gap for Velocity. Velocity would limit the ask to this year.

Response - Original Velocity budget provided for a diminishing investment from the City based on increasing Velocity revenues; those revenues didn’t occur due to the issues mentioned earlier. Velocity wanted to establish a solid foundation prior to hiring the executive director position.

Mayor / Council comments - What is your relationship with the other PSA organizations and could there be ways to share costs amongst the groups? Response – Velocity board members are also members of the Chamber and DTLSMS, as well as former members of the LSEDC. We've discussed, as a Board, the opportunities to cost-share on administrative services, but no decision was reached. As to any merging discussion, we would prefer to remain autonomous, as we feel we are the 'little guy' with a different target audience than the LSEDC.

Desire is to be intentional in pursuing collaboration between all stakeholders, creating sustainable relationships that outlast the terms

of board members and elected officials. Suggestion made to mandate PSA presentations to the Mayor and City Council on a quarterly basis, similar format to the listening sessions, and inviting the respective Board members to participate again.

- **Presentation - April 14, 2021 (Link Below – Beginning at 2:32:20)**
https://lsmo.granicus.com/player/clip/3426?view_id=18&redirect=true

In Summary

This project was intended to identify opportunities for successful outcomes related to fund disbursement, open dialogues with those organizations currently receiving B & I Funds, and engage a broader group of citizens for input.

The goals and objectives for this project were as follows:

- Reiterate the Business and Industry Fund language as it relates to current fund disbursement.
- Gauge the Mayor and City Council's priorities for B & I Fund usage relating to the 6 elements drawn from the ordinance language.
- Engage the organizations that currently receive funds via the B & I Fund to respond to / present information on their respective activities and potential successful outcome measurements.

- Participate in a joint listening session with each organization, the Mayor and City Council for an open dialogue (formal presentations, informal conversations).
- Summarize all data, presentations and conversations into a workable format for consideration and usage by the Mayor and City Council to determine the highest and best use of the B & I Funds.

To that end, the project was a success. The audience participation was expanded, the dialogue was open, relationship issues were raised and the groundwork laid to move forward collectively. However, the critical decision-making remains and there are a number of questions to be answered and discussions to be had regarding not only fund allocation, but also delivery of services and programs.

For your discussion, the following four broad themes:

1. Survey Rankings - Do we need to align the priority rankings of the survey vs. the fund allocation averages of the survey?
2. Opinions - What did we learn from the listening sessions about each entity? Did those findings change our minds from previously held beliefs?
3. Relationships - What do we believe is the status of the relationships between all of the stakeholders, as well as with the Mayor and City Council?
4. Successful Outcomes - In your opinion, what is the most effective organization (s) to consistently deliver successful and measurable results per the framework of the B & I Fund?

Fully discussing those four themes, as well as other areas raised throughout this project, should allow for a more thoughtful deliberation and desired results. The target would be how best to maximize the collective that includes the City's community partners.

As the next step in the process, and to continue the discussion toward conclusive results, I will submit to you a prototype of a funding model for your review. This

prototype will be in your packets for discussion for the May 4, 2021 City Council meeting.

Thank you for the opportunity to serve the City of Lee's Summit.

Regards,

A handwritten signature in cursive script, appearing to read "Daren S. Fristoe".

Daren S. Fristoe

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR MARKETING SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, Lee's Summit Chamber of Commerce, Inc. (the "Chamber") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; 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 proceeds of which were 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; 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 allocate proceeds from the license tax to the Chamber as compensation for the performance of various marketing related services to be provided to the City; and,

WHEREAS, the Public Service Agreement attached hereto as Exhibit A and incorporated herein by reference as though fully set forth, outlines the scope of services expected of Chamber in exchange for payment by City, as well as various other provisions memorializing the agreement between the City and the Chamber; and,

WHEREAS, the City and the Chamber desire to enter into the Public Service Agreement in order to formalize the agreement between the parties.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit, Missouri and the Lee's Summit Chamber of Commerce for the provision of marketing services, a true and accurate copy being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved.

SECTION 2. That the City Manager is hereby authorized to execute said Public Service Agreement by and on behalf of the City.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of Lee's Summit, Missouri, this 1st day of June, 2017.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 6th day of June, 2017.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Chief Counsel of Management & Operations/Deputy City Attorney
Jackie McCormick Heanue

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
LEE'S SUMMIT CHAMBER OF COMMERCE, INC AND
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this 26th day of June, 2017, is by and between Lee's Summit Chamber of Commerce, Inc., a Missouri nonprofit corporation (the "Chamber"), and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (the "City").

WITNESSETH:

WHEREAS, the Chamber is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City in the past; and

WHEREAS, The Lee's Summit Brand is the embodiment of how the City wants its audiences to feel about Lee's Summit. A strong brand personality allows Lee's Summit to present a clear, concise, relevant message; 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 allocate funds to the Chamber as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits from the tourism and community marketing services set forth, the Chamber and the City agree as follows:

I. SCOPE OF SERVICES TO BE PROVIDED BY CHAMBER

A. Tourism Destination Marketing

Marketing- Utilize research as the foundation for all development, execution and implementation to ensure our messaging remains relevant in positioning the City as a tourism destination, including, but without limitation to, the following:

1. Enhancement and maintenance of lstourism.com – including features such as mobile accessibility, videos and interactivity for the end user; and

Benchmark Accountability Indicator: Number of hits, length of time spent on the website, clicks to social media and tourism partners.

2. Annually design, print and distribute a visitors guide, tourism brochure and a street & attractions map; and

Benchmark Accountability Indicator: Number of brochures and visitor guides distributed annually, as well as digital copy hits/clicks.

3. Research an enhanced tourism effort to fully engage Lee's Summit in recruitment, retention and promotion of the region's tourism assets; and

Benchmark Accountability Indicator: Provide a report of the research findings to the City Council's Community and Economic Development Committee no later than June 1, 2018.

4. Development, execution and placement of destination marketing materials in publications, digital media which target the community's primary and secondary audiences and continue to manage the online tourism efforts (i.e.: social media). Target our messaging platforms ensuring our messages are relevant to our intended target audience, thereby delivering the right message to the right audience: and

Benchmark Accountability Indicator: Employ media measurement tools to continually monitor reach, frequency, household circulation, impressions and cost per thousand. Comparing the community's data points against other communities and industry standards.

Benchmark Accountability Indicator: Negotiate favorable rates to continue enhancing our purchasing power as a community. Demonstrate, in collective terms, the savings realized through negotiated rates versus full market rates, achieving demonstrable savings to the City. Realized savings and services must continue to exceed those of traditional third party marketing and advertising firms.

Benchmark Accountability Indicator: Qualitatively assess among community stakeholders and other city-wide event coordinators the overall impact to their respective events due to the coordinated print, digital and social media outreach.

Benchmark Accountability Indicator: The City's Hotel/Motel Bed Tax and general sales tax from restaurants will experience a collective 1% increase in receipts.

B. Community Marketing

1. Continue to ensure that City's brand messaging is steeped in research; and

Benchmark Accountability Indicator: As needed, update a quantitative research study that tracks those dimensional "benchmarks" from the North Star Study (unaided and aided awareness, attitudinal and perception reporting).

Benchmark Accountability Indicator: Every other year report outcomes of the dimensional benchmarks.

2. Continue to build private sector cooperative branding alliance opportunities; and

Benchmark Accountability Indicator: Report the number of private entities and collective dollars raised to promote the community brand annually. Baseline for future reports is July 1, 2015 – June 30, 2016.

3. Community Marketing Director will continue to work with City, DLSMS, EDC, Chamber and private sector business partners; and

Benchmark Accountability Indicator: Coordinated monthly communications will be undertaken and delivered to the chief administrative officer of each of the stakeholder entities.

4. Community Marketing Director will continue to work with the Marketing Task Force, comprised of City, DLSMS, EDC & private business representatives; and

Benchmark Accountability Indicator: Marketing Task Force will meet on a quarterly basis to provide advice and counsel to Community Marketing Director.

5. Continue tracking all available media measurements including: reach, frequency, household penetration, circulation, CPM (cost per 1000), website/ visitation duration; and

Benchmark Accountability Indicator: Report the community's data points against other communities and industry standards.

6. Continue to develop, create & revise all presentation materials as needed to include timely research finds and pockets of opportunity within the community; and

7. Continue to coordinate, concept, write and plan all community marketing materials with City, Chamber and private sector partners keeping consistency within brand standards; and

Benchmark Accountability Indicator: Demonstrate regular communication and coordinated meetings amongst city leadership, communications personnel and representatives from key stakeholders ensuring brand consistency across platforms.

8. Continue to ensure maximum impact ROI on all branding investment dollars (value added, no-charge, bonus spots, preferred position and extra inclusions); and

Benchmark Accountability Indicator: Semi-annually report the community's total value-added and no-charge components in dollars as if they were to be purchased at market rates.

9. Continue to enforce the Graphic Brand Standards which will protect our trademark and to ensure that it remains true and consistent, thereby safeguarding our investment.

Benchmark Accountability Indicator: Every other year, report any updates to the Graphic Brand Standards.

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 Chamber'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 Chamber 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 Chamber by April 30 of the results of the City Manager's review.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Lee's Summit Chamber for the Services as outlined in Section I-A&B in a lump sum amount of \$157,500 at the beginning of each fiscal year. All compensation for the Services is subject to annual appropriations 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.

-The Chamber shall spend said sums in accordance with the budget, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

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

The Chamber shall submit to City an accounting of all funds spent by the Chamber for the preceding fiscal year on or before December 1 of each year.

V. SUBCONTRACTS

The Chamber 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. NON-DISCRIMINATION PROVISIONS

The Chamber 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.

VII. COMPLIANCE WITH THE LAW

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

VIII. 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 Chamber 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.

IX. INDEPENDENT CONTRACTOR

The Chamber 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.

X. INDEMNIFICATION

The Chamber 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 the Chamber or its agents, employees, or subcontractors, arising out of or in any way connected with the the subject matter of this Agreement and the work and operations expressly authorized herein; provided, however, that the Chamber 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 the Chamber has contracted for additional services under the terms of the Agreement.

XI. 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 Chamber 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 Chamber, the City shall send to the Chamber by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Chamber 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 time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve the Chamber of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.

XII. 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 Chamber shall be addressed to:

President
Chamber of Commerce
220 S.E. Main
Lee's Summit, Missouri 64063

XIII. AMENDMENTS

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

XIV. 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.


XV. ENTIRE AGREEMENT

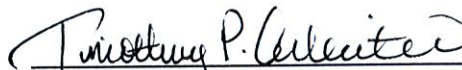
This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or effect.

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
Missouri constitutional charter city

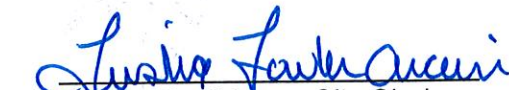
LEE'S SUMMIT CHAMBER OF
COMMERCE, INC.
a Missouri nonprofit corporation


Stephen A. Arbo, City Manager


Timothy P. Arbeiter, President

ATTEST:

ATTEST:

62 
Denise R. Chisum, City Clerk


Secretary

Approved as to Form:


Office of the City Attorney

	A	B	C	D	E	F
1	Lee's Summit Chamber of Commerce					
2	Community Marketing Budget					
3	2017-2018 Proposed Budget					
4						
5	Income					
6	City PSA Funding					\$ 157,500.00
7	Economic Development Initiatives (City)					\$ 32,000.00
8	Coopertative Advertising - Private Sector					\$ 50,000.00
9	Cooperative Research w/ Partners					\$ 14,000.00
10	LSEDC support (subject to EDC approval)					\$ 18,000.00
11	Tourism Concept Execution/Support					\$ 35,000.00
12					Total Income	\$ 306,500.00
13						
14						
15	Expenses					
16	Advertising (Magazine/Newspaper/Radio/Outdoor/TV)					\$ 155,000.00
17	Creative Design					\$ 20,000.00
18	Research (brand and digital)					\$ 34,000.00
19	Ad Specialty					\$ 10,000.00
20	Website Improvements & Maintenance					\$ 2,500.00
21	Administrative					\$ 85,000.00
22					Total Expenses	\$ 306,500.00
23						
24					Net Income	\$ -

BILL NO. 98-61

ORDINANCE NO. 4611

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY ADDING DIVISION 7, LICENSE TAX ON HOTELS, MOTELS AND SIMILAR PLACES OF BUSINESS, TO ARTICLE II BUSINESS LICENSE TAXES, OF CHAPTER 28 TAXATION, LEVYING A LICENSE TAX ON CERTAIN GROSS RECEIPTS OF HOTELS, MOTELS AND SIMILAR PLACES OF BUSINESS, THE PROCEEDS OF WHICH SHALL BE USED TO PROMOTE THE GENERAL ECONOMIC WELFARE OF LEE'S SUMMIT, 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.

WHEREAS, the City of Lee's Summit is a constitutional charter city; and,

WHEREAS, Article VI, § 19(a) of the Missouri constitution states that, "Any city which adopts or has adopted a charter for its own government, shall have all powers which the general assembly of the state of Missouri has the authority to confer upon any city, provided such powers are consistent with the constitution of this state and are not limited or denied either by the charter so adopted or by statute. Such a city shall, in addition to its home rule powers, have all powers conferred by law"; and,

WHEREAS, the Charter for the City of Lee's Summit, adopted April 2, 1996, provides in § 13.1 that, "The City Council shall have the power by ordinance to license, tax and regulate all businesses, occupations, professions, vocations, activities or things whatsoever set forth and enumerated by the statutes of this state now or hereafter applicable to constitutional charter cities, or cities of any class, or of any population group, and which any such cities are now or may hereafter be permitted by law to license tax and regulate;" and,

WHEREAS, RSMo § 94.110 authorizes third class cities to impose a license tax on "hotels, rooming houses, boarding houses. . .and all others pursuing like occupations;" and,

WHEREAS, RSMo § 94.270 authorizes fourth class cities to impose a license tax on "hotels, [and] public boardinghouses;" and,

WHEREAS, RSMo § 94.360 authorizes special charter cities to impose a license tax on "hotels, roominghouses, boardinghouses. . .all others pursuing like occupations"; and,

WHEREAS, the City Council approved Ordinance No. 4560 on the 20th day of January, 1998, placing before the voters the question of whether an occupational license tax should be imposed on certain gross receipts of hotels, motels and similar places of business; and,

WHEREAS, the City Council approved Ordinance No. 4599 on 14th day of April, 1998, declaring the results of the April 7, 1998 general election at which the question of whether an occupational license tax should be imposed on certain gross receipts of hotels, motels and similar places of business was approved by a majority of the registered voters within the City of Lee's Summit, Missouri; and,

WHEREAS, in accordance with the question placed before the voters, said tax shall be utilized to promote the general economic welfare of Lee's Summit 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.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That Chapter 28, Taxation, Article II Business License Taxes, of the Code of Ordinances for the City of Lee's Summit, Missouri, is hereby amended by adding Division 7, License Tax On Hotels, Motels And Similar Places Of Business, as follows:

DIVISION 7. LICENSE TAX ON HOTELS, MOTELS AND SIMILAR PLACES OF BUSINESS

Sec. 28-_____. Definitions.

The following works, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section and shall be construed as indicated in this Section:

"*Gross Daily Rental Receipts*" shall mean the entire amount of any receipt from the rental of sleeping accommodations by Hotels or Motels, including all state, federal and local taxes, whether paid in cash, credits or property, and without any deduction or exemption therefrom whatsoever.

"*Hotel*" and "*Motel*" shall mean any structure, or building, under one management or ownership, which contains rooms furnished for the accommodation or lodging of guests, with or without meals being provided, and kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are sought for pay or compensation to transient guests or permanent guests and having more than three (3) bedrooms furnished for the accommodation of such guests. This definition is intended to include tourist courts, bed and breakfast establishments and similar facilities, but not hospitals, nursing homes or convalescent centers.

"*Person*" shall mean an individual, partnership, corporation or other business entity.

"*Transient Guest*" shall mean any person who occupies a room in a Hotel or Motel for twenty-eight (28) consecutive days or less.

Sec. 28-_____. Levy of Tax

In addition to the license fees levied on Hotels and Motels pursuant to Article II. Occupational License Taxes, of this Chapter 28, there is hereby levied upon every person engaged in the business of operating and carrying on the business of the operation of a hotel or motel, an additional license tax in an amount equal to five percent (5%) of Gross Daily Rental Receipts derived from transient guests for sleeping accommodations.

Sec. 28 - _____. Establishment and Use of Business and Industry Fund.

There is hereby established a Business and Industry Fund in the City. All taxes levied, collected and appropriated pursuant to this Section shall be deposited to the credit of this fund. The Business and Industry Fund shall be used for the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors.

Sec. 28- _____. Payment of Tax.

The license tax due under this Section shall be paid to the city Finance Department monthly. The license tax due for Gross Daily Rental Receipts collected each month shall be due and payable on or before the 20th day of the following month for which it is payable.

Sec. 28- _____. Discount if Timely Paid.

Any person subject to this division who pays the license tax on or before the date it is due and payable, shall receive a discount in the amount of two percent (2%) of the amount due. This discount is intended to reduce the cost of collection and to provide some remuneration for the persons collecting the tax. For purposes of this section, the payment must be postmarked or delivered on or before the date it is due and payable.

Sec. 28- _____. Reports Required.

Every person engaged in the business of operating a Hotel or Motel shall file monthly reports with the City Director of Finance on forms prescribed by the Director, giving such information as may be necessary to determine the amounts to which the license tax shall apply for the monthly period. The monthly reports shall be submitted with the monthly payments.

Sec. 28- _____. Examination of Books, Records.

The City Director of Finance or the Director's designee shall have the right at all reasonable times during business hours to make such examination and inspection of the books and records of the Hotel or Motel as may be necessary to determine the correctness of the reports required by this Section.

Sec. 28- _____. Financial Assurance Requirement.

(1) Renewal of any city business license or liquor license of any person who has been delinquent in remitting the additional license tax for or during three (3) or more months during the year preceding renewal shall be conditioned upon the posting of financial assurance, sufficient to secure payment of said taxes during the year of renewal. The amount of financial assurance shall be equal to the amount of license tax payments of such person during the year preceding renewal.

BILL NO. 98-61**ORDINANCE NO. 4611**

(2) Financial assurance shall be in the form of a cash deposit, an irrevocable letter of credit from a bank with sufficient financial capability as determined by the Director of Finance, or a bond issued by a company rated A+ or better by A.M. Best and licensed to do business in the state of Missouri.

Sec. 28- _____. Penalties for Nonpayment.

For each month, or part thereof, any license tax provided for under this Division remains unpaid after the same shall be due and payable, there shall be added to such license tax as a penalty, ten percent (10%) of the amount of such license tax for the first month or part thereof the same is unpaid, and for each and every month thereafter two percent (2%) of the amount of such license tax shall be added until the same is fully paid. In no case shall the total penalty exceed thirty percent (30%) of the license tax. If the license tax as provided in this Section is not paid by the tenth day after said tax is due, the Director of Finance or the Director's designee may suspend or revoke, or initiate suspension or revocation of, the City business license and/or liquor license of the person liable for such license tax in accordance with the procedures provided by ordinance for the suspension or revocation of said licenses. In addition to the penalties provided herein, any person subject to the provisions of this Section who fails to file a statement or pay the license tax or files a false or fraudulent statement, required by this Division or within the time required by this Division shall, upon conviction thereof, be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding three (3) months, or by both such fine and imprisonment.

Sec. 28- _____. Administration Fee.

Notwithstanding the provisions of Section 28-_____, the City shall be entitled to an administration fee to be charged against the Business and Industry Fund which shall reflect the cost to administer the levying, collecting and appropriating of the fund but which shall not in any circumstance exceed six percent (6%) of the amount collected during the year in which the fee is charged.

SECTION 2. That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. That it is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Lee's Summit, Missouri.

SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. That this ordinance shall be in full force and effect from and after July 1, 1998.

BILL NO. 98-61

ORDINANCE NO. 4611

PASSED by the City Council for the City of Lee's Summit, Missouri, this 5th day of May, 1998.



Mayor Karen R. Messerli

ATTEST:



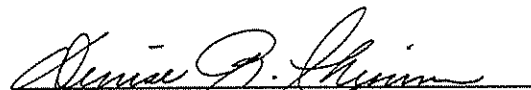
City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 5th day of May, 1998.



Mayor Karen R. Messerli

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Assistant City Attorney Joanne L. Graham

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this 2nd day of August, 2018, is by and between the Velocity Lee's Summit, Inc., a Missouri not for profit corporation (hereinafter "Velocity,") and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (hereinafter "City.")

WITNESSETH:

WHEREAS, Velocity is a nonprofit corporation which was organized to provide high quality mentoring and leadership services, administrative support, and low cost facilities to growth oriented companies that will result in positive business activity and job creation in Lee's Summit, Missouri; and,

WHEREAS, City, through its Mayor and City Council, 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, City has determined that Velocity's purpose is in direct furtherance of the City's Economic Development Vision Statement regarding entrepreneurs and growth in business and industry and provides a service to City; and,

WHEREAS, as a recently formed not for profit entity, Velocity is in need of funds for administrative expenses, including insurance, business development and communications, website support and oversight, educational programming, grant funding, partnerships, events, and other miscellaneous general operating expenses, in order to successfully achieve its objectives; and,

WHEREAS, City has determined that it is in the best interest of the City, and important to the promotion of the attraction and retention of entrepreneurs and the new and growing businesses and industries of Lee's Summit, Missouri to allocate funds to Velocity as compensation for the performance of Services pursuant to this Agreement.

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

I. SCOPE OF SERVICES

Velocity will organize its efforts and work to fulfill its purpose of providing high quality mentoring and leadership services, administrative support, and low cost facilities to growth oriented companies that will result in positive business activity and job creation in Lee's Summit, Missouri through various events, meetings, and other initiatives to be determined by the Board of Directors.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from the date of execution of the Agreement to June 30, ~~2021~~2020. It is contemplated that the parties may enter into similar agreements for successive years. Within 45 days prior to the end of the Term of this Agreement, Velocity shall provide the City Manager with a copy of the then current fiscal year budget and projected budget for its next fiscal year, and its request for renewal of this Public Service Agreement, if applicable.

III. COMPENSATION AND METHOD OF PAYMENT

City hereby agrees to compensate Velocity for the services as outlined in Section I, above, in a lump sum amount of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) on July 1, 2018; SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000) on July 1, 2019; and ~~SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000)~~ on July 1, 2020 upon execution of this Agreement. Said amount includes reimbursement for all expenses incurred by Velocity in providing the Services outlined herein. All compensation for Services are subject to annual appropriation by City.

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

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

Velocity shall submit an accounting of all funds spent by Velocity for the fiscal year ending June 30, 2019 on or before September 30, 2019.

V. SUBCONTRACTS

Velocity and 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. NON-DISCRIMINATION PROVISIONS

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

VII. COMPLIANCE WITH THE LAW

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

VIII. CONFLICT OF INTEREST/POLITICAL ACTIVITY

The elected officials, public officials, employees, and agents of 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.

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

IX. INDEPENDENT CONTRACTOR

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

X. INDEMNIFICATION

Velocity shall indemnify, release, defend, become responsible for and forever hold harmless City, its officers, agents, employees, elected officials, and attorneys, each in their individual and official capacities, from and against any and all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' 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 Velocity or its agents, employees, or subcontractors, arising out of or in any way connected with the subject matter of this Agreement and the work and operations expressly authorized herein; provided, however, that Velocity need not save harmless City from claims, demands, losses, and expenses arising out of the sole negligence of the City, its employees, or its agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Velocity has contracted for additional services under the terms of this Agreement.

XI. CANCELLATION, TERMINATION, OR SUSPENSION

- A. This Agreement may be terminated at any time by the written, mutual agreement of the parties. City may terminate this Agreement immediately if funds are not appropriated for the Services described herein. City shall have the right to terminate this Agreement in the event that Velocity is in default or violation of the terms or provisions of this Agreement and fails to cure each default or violation in the manner specified in subsection "B" below.
- B. In the event of such default or violation by Velocity, City shall send to Velocity by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. Velocity shall cure or remedy the violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed to by both parties in writing. In the event that the violation or default is not cured or remedied within twenty (20) working days or the agreed upon longer time, City may exercise its option to terminate this Agreement upon five (5) days written notice

thereafter. Termination as aforesaid shall not relieve Velocity of any liability to City for damages sustained by City by virtue of any breach of this Agreement.

XII. 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 City shall be addressed to:

City Manager
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063

Notice to Velocity shall be addressed to:

President
Velocity Lee's Summit, Inc.
220 SE GREEN STREET
LEE'S SUMMIT, MO 64063

XIII. AMENDMENTS

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

XIV. 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.

XV. 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.

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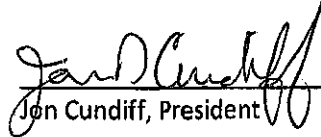
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI
Missouri Constitutional Charter City

Velocity Lee's Summit, INC.
Missouri Not for Profit Corporation



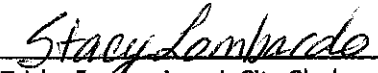
Stephen A. Arbo, City Manager



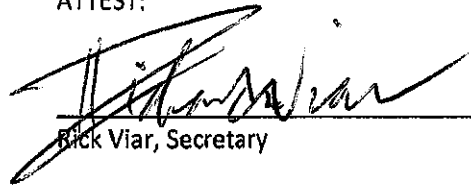
Jon Cundiff, President

ATTEST:

ATTEST:

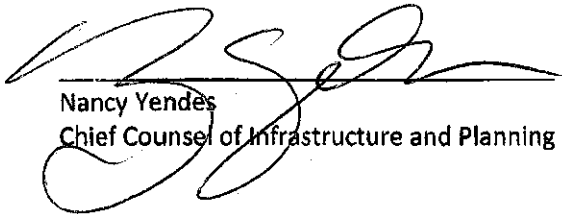
for 

Trisha Fowler Arcuri, City Clerk
Deputy City Clerk



Rick Viar, Secretary

APPROVED AS TO FORM:



Nancy Yendes
Chief Counsel of Infrastructure and Planning

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, Velocity Lee's Summit, Inc. (hereinafter "Velocity") is a Missouri not for profit corporation which has established as its purpose to provide high quality mentoring and leadership services, administrative support, and low cost facilities to growth oriented companies that will result in positive business activity and job creation in Lee's Summit, Missouri; and,

WHEREAS, the City of Lee's Summit (hereinafter "City") by and through its Mayor and City Council, adopted an Economic Development Vision Statement which supports, among other aspects, the creation and nurturing of a business environment which fosters entrepreneurship and attraction and retention of high quality jobs in targeted businesses; and,

WHEREAS, the City has determined that Velocity's purpose is in direct furtherance of the City's Economic Development Vision Statement regarding entrepreneurs and growth in business and industry and provides a service to the City; and,

WHEREAS, the City has determined that it is in the best interest of the City, and important to the promotion of the attraction and retention of entrepreneurs and the new and growing businesses and industries of Lee's Summit, Missouri, to allocate funds to Velocity from the Business and Industry Fund as compensation for the performance of services in connection therewith; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That the Public Service Agreement by and between Velocity Lee's Summit, Inc. and the City of Lee's Summit, Missouri, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved, and the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

AMENDED BILL NO. 18-104

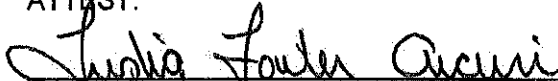
ORDINANCE NO. 8432

PASSED by the City Council of Lee's Summit, Missouri this 26th day of July, 2018.



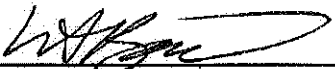
Mayor William A. Baird

ATTEST:




City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said City this 27th day of July, 2018.



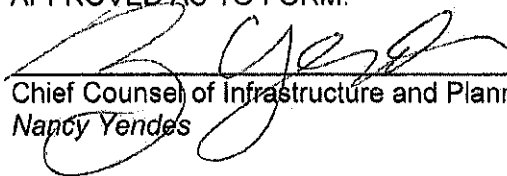
Mayor William A. Baird

ATTEST:



City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:



Chief Counsel of Infrastructure and Planning
Nancy Yendes

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT ECONOMIC DEVELOPMENT COUNCIL. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, Lee's Summit Economic Development Council (the "EDC") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; 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 proceeds of which were 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; 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 allocate proceeds from the license tax to the EDC as compensation for the performance of various tourism marketing related services to be provided to the City; and,

WHEREAS, the Public Service Agreement attached hereto as Exhibit A and incorporated herein by reference as though fully set forth, outlines the scope of services expected of EDC in exchange for payment by City, as well as various other provisions memorializing the agreement between the City and the EDC; and,

WHEREAS, the City and the EDC desire to enter into the Public Service Agreement in order to formalize the agreement between the parties.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit, Missouri and the Lee's Summit Economic Development Council for the provision of marketing services, a true and accurate copy being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved.

SECTION 2. That the City Manager is hereby authorized to execute said Public Service Agreement by and on behalf of the City.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of Lee's Summit, Missouri, this 1st day of June, 2017.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 6th day of June, 2017.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Chief Counsel of Management & Operations/Deputy City Attorney
Jackie McCormick Heanue

**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 7 day of July, 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 30th 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 1st to June 30th 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

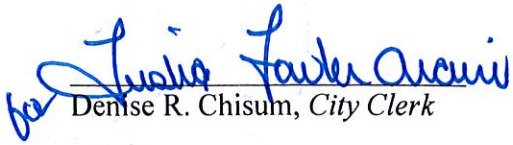


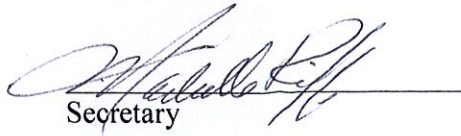
Stephen A. Arbo, City Manager
mark Dunning, Acting City Manager
ATTEST:

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



Christine T. Bushyhead
Chair of the Board of Directors
ATTEST:


Denise R. Chisum, *City Clerk*


Secretary

Approved as to Form:


Office of the City Attorney

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN DOWNTOWN LEE'S SUMMIT MAIN STREET AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, Downtown Lee's Summit Main Street (hereinafter "DLSMS") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; 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 proceeds of which were 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; 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 allocate proceeds from the license tax to DLSMS as compensation for the performance of various tourism marketing related services to be provided to the City; and,

WHEREAS, the Public Service Agreement attached hereto as Exhibit A and incorporated herein by reference as though fully set forth, outlines the scope of services expected of DLSMS in exchange for payment by City, as well as various other provisions memorializing the agreement between the City and DLSMS; and,

WHEREAS, the City and DLSMS desire to enter into the Public Service Agreement in order to formalize the agreement between the parties.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit, Missouri and Downtown Lee's Summit Main Street for the provision of marketing services, a true and accurate copy being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved.

SECTION 2. That the City Manager is hereby authorized to execute said Public Service Agreement by and on behalf of the City.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of Lee's Summit, Missouri, this 1st day of June, 2017.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 6th day of June, 2017.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Chief Counsel of Management & Operations/Deputy City Attorney
Jackie McCormick Heanue

**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 28 day of June, 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 in 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

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 or 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

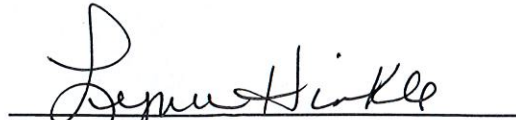
matters, whether oral or written, are hereby merged into and made a part hereof, and are of not further force or affect.

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:


Denise R. Chisum, City Clerk

ATTEST:


Secretary

Approved as to Form


City Attorney's Office

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR TOURISM SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, Lee's Summit Chamber of Commerce, Inc. (the "Chamber") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; 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 proceeds of which were 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; 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 allocate proceeds from the license tax to the Chamber as compensation for the performance of various tourism services to be provided to the City; and,

WHEREAS, the Public Service Agreement attached hereto as Exhibit A and incorporated herein by reference as though fully set forth, outlines the scope of services expected of Chamber in exchange for payment by City, as well as various other provisions memorializing the agreement between the City and the Chamber; and,

WHEREAS, the City and the Chamber desire to enter into the Public Service Agreement in order to formalize the agreement between the parties.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:


SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit, Missouri and the Lee's Summit Chamber of Commerce for the provision of tourism services, a true and accurate copy being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved.

SECTION 2. That the City Manager is hereby authorized to execute said Public Service Agreement by and on behalf of the City.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of Lee's Summit, Missouri, this 1st day of June, 2017.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 6th day of June, 2017.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Chief Counsel of Management & Operations/Deputy City Attorney
Jackie McCormick Heanue

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
LEE'S SUMMIT CHAMBER OF COMMERCE, INC AND
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this 26th day of June, 2017, is by and between Lee's Summit Chamber of Commerce, Inc., a Missouri nonprofit corporation (the "Chamber"), and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (the "City").

WITNESSETH:

WHEREAS, the Chamber is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City in the past; and

WHEREAS, The Lee's Summit Brand is the embodiment of how the City wants its audiences to feel about Lee's Summit. A strong brand personality allows Lee's Summit to present a clear, concise, relevant message; 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 allocate funds to the Chamber as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits from the tourism and community marketing services set forth, the Chamber and the City agree as follows:

I. SCOPE OF SERVICES TO BE PROVIDED BY CHAMBER

A. Tourism Destination Marketing

Marketing- Utilize research as the foundation for all development, execution and implementation to ensure our messaging remains relevant in positioning the City as a tourism destination, including, but without limitation to the following:

1. Enhancement and maintenance of Istourism.com – including features such as mobile accessibility, videos and interactivity for the end user; and

Benchmark Accountability Indicator: Number of hits, length of time spent on the website, clicks to social media and tourism partners.

2. Annually design, print and distribute a visitors guide, tourism brochure and a street & attractions map; and

Benchmark Accountability Indicator: Number of brochures and visitor guides distributed annually, as well as digital copy hits/clicks.

3. Research an enhanced tourism effort to fully engage Lee's Summit in recruitment, retention and promotion of the region's tourism assets; and

Benchmark Accountability Indicator: Provide a report of the research findings to the City Council's Community and Economic Development Committee no later than June 1, 2018.

4. Development, execution and placement of destination marketing materials in publications, digital media which target the community's primary and secondary audiences and continue to manage the online tourism efforts (i.e.: social media). Target our messaging platforms ensuring our messages are relevant to our intended target audience, thereby delivering the right message to the right audience: and

Benchmark Accountability Indicator: Employ media measurement tools to continually monitor reach, frequency, household circulation, impressions and cost per thousand. Comparing the community's data points against other communities and industry standards.

Benchmark Accountability Indicator: Negotiate favorable rates to continue enhancing our purchasing power as a community. Demonstrate, in collective terms, the savings realized through negotiated rates versus full market rates, achieving demonstrable savings to the City. Realized savings and services must continue to exceed those of traditional third party marketing and advertising firms.

Benchmark Accountability Indicator: Qualitatively assess among community stakeholders and other city-wide event coordinators the overall impact to their respective events due to the coordinated print, digital and social media outreach.

Benchmark Accountability Indicator: The City's Hotel/Motel Bed Tax and general sales tax from restaurants will experience a collective 1% increase in receipts.

B. Community Marketing:

1. Continue to ensure that City's brand messaging is steeped in research; and

Benchmark Accountability Indicator: As needed, update a quantitative research study that tracks those dimensional "benchmarks" from the North Star Study (unaided and aided awareness, attitudinal and perception reporting).

Benchmark Accountability Indicator: Every other year report outcomes of the dimensional benchmarks.

2. Continue to build private sector cooperative branding alliance opportunities; and

Benchmark Accountability Indicator: Report the number of private entities and collective dollars raised to promote the community brand annually. Baseline for future reports is July 1, 2015 – June 30, 2016.

3. Community Marketing Director will continue to work with City, DLSMS, EDC, Chamber and private sector business partners; and

Benchmark Accountability Indicator: Coordinated monthly communications will be undertaken and delivered to the chief administrative officer of each of the stakeholder entities.

4. Community Marketing Director will continue to work with the Marketing Task Force, comprised of City, DLSMS, EDC & private business representatives; and

Benchmark Accountability Indicator: Marketing Task Force will meet on a quarterly basis to provide advice and counsel to Community Marketing Director.

5. Continue tracking all available media measurements including; reach, frequency, household penetration, circulation, CPM (cost per 1000), website/ visitation duration; and

Benchmark Accountability Indicator: Report the community's data points against other communities and industry standards.

6. Continue to develop, create & revise all presentation materials as needed to include timely research finds and pockets of opportunity within the community; and

7. Continue to coordinate, concept, write and plan all community marketing materials with City, Chamber and private sector partners keeping consistency within brand standards; and

Benchmark Accountability Indicator: Demonstrate regular communication and coordinated meetings amongst city leadership, communications personnel and representatives from key stakeholders ensuring brand consistency across platforms.

8. Continue to ensure maximum impact ROI on all branding investment dollars (value added, no-charge, bonus spots, preferred position and extra inclusions); and

Benchmark Accountability Indicator: Semi-annually report the community's total value-added and no-charge components in dollars as if they were to be purchased at market rates.

9. Continue to enforce the Graphic Brand Standards which will protect our trademark and to ensure that it remains true and consistent, thereby safeguarding our investment.

Benchmark Accountability Indicator: Every other year, report any updates to the Graphic Brand Standards.

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 Chamber'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 Chamber 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 Chamber by April 30 of the results of the City Manager's review.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Lee's Summit Chamber for the Services as outlined in Section I-A&B in a lump sum amount of \$51,043 at the beginning of each fiscal year. All compensation for the Services is subject to annual appropriations 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.

-The Chamber shall spend said sums in accordance with the budget, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

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

The Chamber shall submit an accounting to City of all funds spent by the Chamber for the preceding fiscal year on or before December 1 of each year.

V. SUBCONTRACTS

The Chamber 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. NON-DISCRIMINATION PROVISIONS

The Chamber 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.

VII. COMPLIANCE WITH THE LAW

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

VIII. 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 Chamber 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.

IX. INDEPENDENT CONTRACTOR

The Chamber 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.

X. INDEMNIFICATION

The Chamber 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 the Chamber or its agents, employees, or subcontractors, arising out of or in any way connected with the the subject matter of this Agreement and the work and operations expressly authorized herein; provided, however, that the Chamber 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 the Chamber has contracted for additional services under the terms of the Agreement.

XI. 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 Chamber 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 Chamber, the City shall send to the Chamber by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Chamber 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 time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve the Chamber of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.

XII. 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 Chamber shall be addressed to:

President
Chamber of Commerce
220 S.E. Main
Lee's Summit, Missouri 64063

XIII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Chamber mutually agree, changes to

this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIV. 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.


XV. ENTIRE AGREEMENT

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


LEE'S SUMMIT CHAMBER OF
COMMERCE, INC.
a Missouri nonprofit corporation

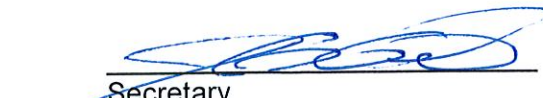

Stephen A. Arbo, City Manager


Timothy P. Arbeiter, President

ATTEST:

ATTEST:


Denise R. Chisum, City Clerk


Secretary

Approved as to Form:


Office of the City Attorney

Lee's Summit Chamber of Commerce			
Tourism Budget			
2017-2018 Proposed Budget			
Income			
City Funding			\$ 51,043.00
Chamber Funding:			
Salary/Benefits for Chamber Staff members			\$ 35,000.00
Chamber Challenge Net Income			\$ 4,000.00
		Total Income	\$ 90,043.00
Expenses			
Advertising for Community Marketing			\$ 35,000.00
Salary/Benefits for Chamber Staff members			\$ 35,000.00
Membership Dues (MOACVB)			\$ 500.00
Website & Technology Improvements & Maint.			\$ 4,000.00
Printing & Distribution (Visitors Guide, Brochure, Calendars)			\$ 14,000.00
Miscellaneous Expenses			\$ 1,543.00
		Total Expenses	\$ 90,043.00
		Net Income	\$ -



CITY OF LEE'S SUMMIT

Business & Industry Fund Disbursement Project

Project Overview: Review of the Business and Industry Fund allocation and usage in relation to the current Public Service Agreement (PSA) entities (Lee's Summit Chamber of Commerce, Lee's Summit Economic Development Council, Downtown Lee's Summit Main Street, Velocity, and Community Marketing.)

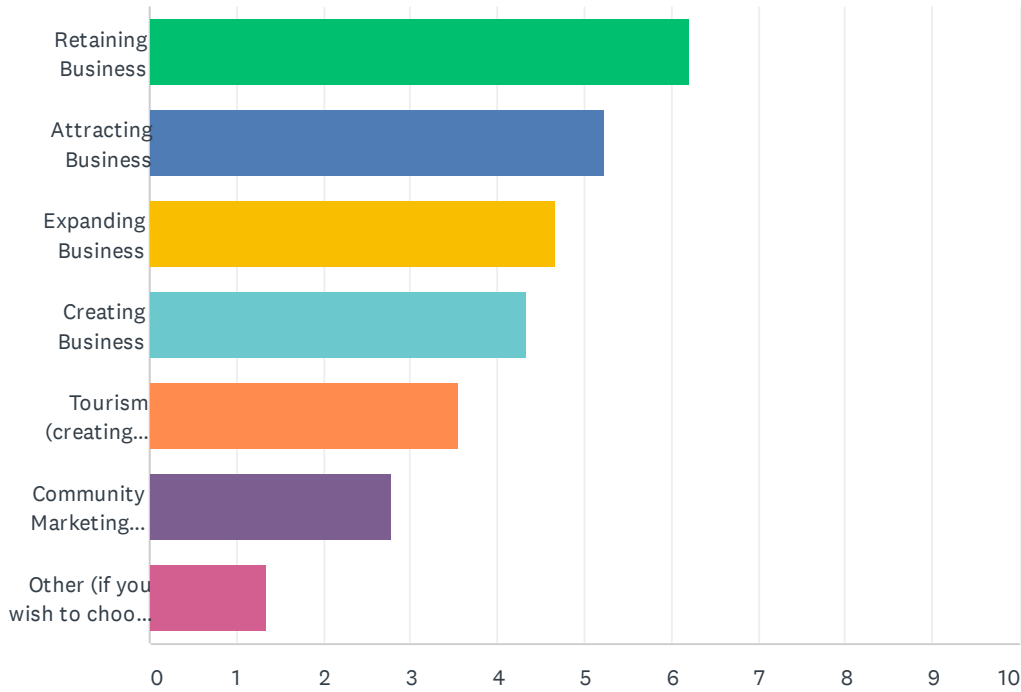
Due Date (all components): April 23, 2021



Complete by		Project Steps - Summary
<input type="checkbox"/>	Survey Delivered March 8, 2021 Results Due March 19, 2021	Gather Information from Mayor and Council regarding Business & Industry fund allocation – This step will include reviewing the specific language of the Business & Industry ballot, reviewing the specific language of the City's Strategic Plan, creating and conducting a survey to gather input from the Mayor and City Council, and gather information from other communities for comparative structural examples.
<input type="checkbox"/>	Mayor and City Council Meeting March 23, 2021	Meet with Mayor and City Council to Report Survey Findings – This step will be focused on communicating the survey findings and facilitating a discussion on the key goals and objectives for the Business & Industry Fund in relation to PSA negotiations.
<input type="checkbox"/>	Preliminary Questions Delivered March 23, 2021	Provide Instructions of 'What to Expect' to each PSA Prior to Joint 'Listening Sessions' – This step will be used to submit 'conversation starter' questions to each PSA prior their joint 'listening sessions' with the Mayor and City Council to help them be more prepared and improve our opportunity for a successful outcome.
<input type="checkbox"/>	Zoom Meetings (Joint Sessions) April 1 and April 14, 2021	Conduct Joint 'Listening Sessions' with Mayor, City Council and each PSA – This step will include facilitation of 90-minute sessions with the Mayor, City Council, and each PSA Board of Directors and their respective Executive. Each PSA will have their own session.
<input type="checkbox"/>	Mayor and City Council Zoom Meeting April 14, 2021	Assemble the Mayor and City Council for Review – This step will include a comparative review with the Mayor and City Council of the Business & Industry Fund language, Strategic Plan guidelines, survey summary and the PSA 'listening session' feedback.
<input type="checkbox"/>	Final Report Delivered April 23, 2021	Final Report - Based upon the feedback of the Mayor and City Council, this step would include creation and submission of a final report, proposed scope of work and potential funding program for the Business & Industry Fund allocation.

Q1 Based on language from the referenced ordinance, as well as the City's Strategic Plan, please rank (1 through 7) the following functions in terms of priority in allocating the Business and Industry funds (with 1 as the highest priority).

Answered: 9 Skipped: 0



	1	2	3	4	5	6	7	TOTAL	SCORE
Retaining Business	44.44% 4	33.33% 3	22.22% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	9	6.22
Attracting Business	33.33% 3	0.00% 0	44.44% 4	11.11% 1	0.00% 0	11.11% 1	0.00% 0	9	5.22
Expanding Business	11.11% 1	33.33% 3	11.11% 1	11.11% 1	22.22% 2	11.11% 1	0.00% 0	9	4.67
Creating Business	11.11% 1	22.22% 2	11.11% 1	22.22% 2	11.11% 1	22.22% 2	0.00% 0	9	4.33
Tourism (creating economic activity from non-residents)	0.00% 0	11.11% 1	11.11% 1	33.33% 3	22.22% 2	11.11% 1	11.11% 1	9	3.56
Community Marketing (creating positive awareness and pride)	0.00% 0	0.00% 0	0.00% 0	22.22% 2	33.33% 3	44.44% 4	0.00% 0	9	2.78
Other (if you wish to choose a priority not listed above, please rank that priority here and name the priority in the 'Other' boxes under Questions 2, 3 and 4)	0.00% 0	0.00% 0	0.00% 0	0.00% 0	16.67% 1	0.00% 0	83.33% 5	6	1.33

Q2 Based on your ranking from above, what are some examples of current or desired activities supporting successful outcomes in each listed function?

Answered: 7 Skipped: 2

ANSWER CHOICES	RESPONSES
Retaining Business	71.43% 5
Expanding Business	71.43% 5
Creating Business	57.14% 4
Attracting Business	57.14% 4
Tourism (creating economic activity from non-residents)	100.00% 7
Community Marketing (creating positive awareness and pride)	85.71% 6
Other (fill in the blank)	14.29% 1

#	RETAINING BUSINESS	DATE
1	Implement an aggressive call program	3/24/2021 1:30 PM
2	Communication campaigns (systematic, measurable) to our businesses	3/11/2021 12:26 PM
3	Ensuring business have what they need to stay in LS. ie; building space	3/9/2021 5:51 PM
4	Awareness of needs and challenges by current businesses	3/9/2021 10:58 AM
5	Keeping in touch with local businesses to ensure that if they decide they need something to stay here (larger space, trained employees) that we can help fill that need.	3/8/2021 2:02 PM

#	EXPANDING BUSINESS	DATE
1	Dev call program and match with incentive programs	3/24/2021 1:30 PM
2	Communication campaigns (systematic, measurable)	3/11/2021 12:26 PM
3	same as above	3/9/2021 5:51 PM
4	Awareness of growth opportunities	3/9/2021 10:58 AM
5	Contacting local businesses to see what they need to grow their business in LS	3/8/2021 2:02 PM

#	CREATING BUSINESS	DATE
1	Provide necessary tools for start up prospects	3/24/2021 1:30 PM
2	Angel investor groups	3/11/2021 12:26 PM
3	Awareness of major re-locations searching for new opportunities	3/9/2021 10:58 AM
4	Not sure	3/8/2021 2:02 PM

#	ATTRACTING BUSINESS	DATE
1	Agressively and Proactively work with regional developers	3/24/2021 1:30 PM
2	Database of potential businesses (targeted and industry specific) with marketing campaign (sustained annually)	3/11/2021 12:26 PM
3	Making industries and businesses of Lee's Summit	3/9/2021 10:58 AM

4 Seeking out national or regional businesses who are looking for new locations in which to locate. 3/8/2021 2:02 PM

#	TOURISM (CREATING ECONOMIC ACTIVITY FROM NON-RESIDENTS)	DATE
1	Create and implement plan	3/24/2021 1:30 PM
2	Cultural events, festivals, economic development/retail opportunities	3/19/2021 9:27 AM
3	how	3/18/2021 9:56 PM
4	Targeted marketing and advertising	3/11/2021 12:26 PM
5	Downtown activities	3/9/2021 5:51 PM
6	Making Lee's Summit a destination location	3/9/2021 10:58 AM
7	We have huge sports and music events here. What are we doing to promote LS businesses to those who visit for those events.	3/8/2021 2:02 PM
#	COMMUNITY MARKETING (CREATING POSITIVE AWARENESS AND PRIDE)	DATE
1	Promote LS through multiple media programs	3/24/2021 1:30 PM
2	new signage for Downtown gateways	3/19/2021 9:27 AM
3	Targeted marketing and advertising	3/11/2021 12:26 PM
4	Royals and Chiefs promotions, magazine ads	3/9/2021 5:51 PM
5	Creating awareness of Lee's Summit	3/9/2021 10:58 AM
6	This has been done well in the past and should continue.	3/8/2021 2:02 PM
#	OTHER (FILL IN THE BLANK)	DATE
1	Work to bring regional festivals and events and activites here. As big as our city is, we should have more than just Downtown Days and Oktoberfest.	3/8/2021 2:02 PM

Q3 Based on your ranking from Question 1 above, how would you measure successful outcomes per each listed function?

Answered: 8 Skipped: 1

ANSWER CHOICES	RESPONSES
Retaining Business	75.00% 6
Expanding Business	75.00% 6
Creating Business	75.00% 6
Attracting Business	62.50% 5
Tourism (creating economic activity from non-residents)	75.00% 6
Community Marketing (creating positive awareness and pride)	37.50% 3
Other (fill in the blank)	12.50% 1

#	RETAINING BUSINESS	DATE
1	Jobs and economic multiplier metrics	3/24/2021 1:30 PM
2	number of outstanding business licenses	3/18/2021 9:56 PM
3	Total # of Business licenses/EDC and Chamber membership/	3/11/2021 12:26 PM
4	Know if a business is looking to leave before the business journal	3/9/2021 5:51 PM
5	Loss of businesses at a minium or not at all	3/9/2021 10:58 AM
6	No job losses realized	3/8/2021 2:02 PM

#	EXPANDING BUSINESS	DATE
1	Job creation	3/24/2021 1:30 PM
2	metrics for showing what businesses have grown	3/18/2021 9:56 PM
3	Track expansion and report on them annually in the way of reports and new jobs from expansion	3/11/2021 12:26 PM
4	businesses expanding in LS instead of leaving for other cities	3/9/2021 5:51 PM
5	Jobs created	3/9/2021 10:58 AM
6	Growth in number of jobs in the city	3/8/2021 2:02 PM

#	CREATING BUSINESS	DATE
1	# of jobs created and investment created?	3/24/2021 1:30 PM
2	new business licenses	3/18/2021 9:56 PM
3	New business licenses/New jobs from start up	3/11/2021 12:26 PM
4	new businesses being developed and staying in LS	3/9/2021 5:51 PM
5	Lee's Summit becomes a desired lcation for startups and re-locations	3/9/2021 10:58 AM
6	Increase in city businesses licenses.	3/8/2021 2:02 PM

#	ATTRACTING BUSINESS	DATE
1	# of jobs, economic multiplier benefit to LS	3/24/2021 1:30 PM

2	Annual \$ of council approval of new construction/EDC and Chamber track new businesses/New jobs due to new businesses	3/11/2021 12:26 PM
3	Landing national and/or international businesses offices in LS	3/9/2021 5:51 PM
4	Inquiries for available land and options	3/9/2021 10:58 AM
5	Realizing more business licenses, more jobs, issuing building permits for construction	3/8/2021 2:02 PM
#	TOURISM (CREATING ECONOMIC ACTIVITY FROM NON-RESIDENTS)	DATE
1	track hits	3/24/2021 1:30 PM
2	continued execution of successful events that draw visitors to our community	3/19/2021 9:27 AM
3	hotel stays; ways to measure out of zip code purchases (??)	3/18/2021 9:56 PM
4	Hotel stays, Sales Tax, \$ benefits from events and activities (compare annually)	3/11/2021 12:26 PM
5	Increase of people visiting	3/9/2021 10:58 AM
6	More events. More permits issued for events.	3/8/2021 2:02 PM
#	COMMUNITY MARKETING (CREATING POSITIVE AWARENESS AND PRIDE)	DATE
1	track hits	3/24/2021 1:30 PM
2	Surveys of citizens and nonresidents/geotracking reports/all must be done annually for comparison	3/11/2021 12:26 PM
3	Inquiries for activities	3/9/2021 10:58 AM
#	OTHER (FILL IN THE BLANK)	DATE
1	Quality jobs created	3/19/2021 11:46 AM

Q4 Based upon your responses in Questions 1 (function ranking), 2 (outcome activities) and 3 (outcome measurements), please allocate the available Business and Industry funds per listed function. You are not required to assign funds to all categories. As a baseline, use a total of \$500,000 for the overall fund and distribute the funds in increments of \$25,000 up to the total of \$500,000.

Answered: 8 Skipped: 1

ANSWER CHOICES	RESPONSES
Retaining Business	100.00% 8
Expanding Business	62.50% 5
Creating Business	62.50% 5
Attracting Business	100.00% 8
Tourism (creating economic activity from non-residents)	87.50% 7
Community Marketing (creating positive awareness and pride)	62.50% 5
Other	0.00% 0

#	RETAINING BUSINESS	DATE
1	75,000	3/25/2021 5:55 PM
2	150,000	3/24/2021 1:30 PM
3	\$25,000	3/19/2021 11:46 AM
4	50000	3/19/2021 9:27 AM
5	100,000	3/18/2021 9:56 PM
6	50000	3/11/2021 12:26 PM
7	75,000	3/9/2021 10:58 AM
8	\$100,000	3/8/2021 2:02 PM

#	EXPANDING BUSINESS	DATE
1	75,000	3/25/2021 5:55 PM
2	50,000	3/24/2021 1:30 PM
3	50000	3/19/2021 9:27 AM
4	25000	3/11/2021 12:26 PM
5	75,000	3/9/2021 10:58 AM

#	CREATING BUSINESS	DATE
1	75,000	3/25/2021 5:55 PM
2	50,000	3/24/2021 1:30 PM
3	50000	3/19/2021 9:27 AM

4	25000	3/11/2021 12:26 PM
5	175,000	3/9/2021 10:58 AM
#	ATTRACTING BUSINESS	DATE
1	150,000	3/25/2021 5:55 PM
2	250,000	3/24/2021 1:30 PM
3	\$25,000	3/19/2021 11:46 AM
4	100000	3/19/2021 9:27 AM
5	100,000	3/18/2021 9:56 PM
6	200000	3/11/2021 12:26 PM
7	75,000	3/9/2021 10:58 AM
8	\$150,000	3/8/2021 2:02 PM
#	TOURISM (CREATING ECONOMIC ACTIVITY FROM NON-RESIDENTS)	DATE
1	125,000	3/25/2021 5:55 PM
2	\$50,000	3/19/2021 11:46 AM
3	17500	3/19/2021 9:27 AM
4	75,000	3/18/2021 9:56 PM
5	150000	3/11/2021 12:26 PM
6	50,000	3/9/2021 10:58 AM
7	\$100,000	3/8/2021 2:02 PM
#	COMMUNITY MARKETING (CREATING POSITIVE AWARENESS AND PRIDE)	DATE
1	zero	3/19/2021 11:46 AM
2	75000	3/19/2021 9:27 AM
3	50000	3/11/2021 12:26 PM
4	50,000	3/9/2021 10:58 AM
5	\$150,000	3/8/2021 2:02 PM
#	OTHER	DATE
	There are no responses.	

Q5 Please provide any other feedback in the narrative box below.

Answered: 2 Skipped: 7

#	RESPONSES	DATE
1	Velocity and Community Marketing should no longer be supported with public dollars. \$500,000 is not reality for FY 2022.	3/19/2021 11:46 AM
2	There needs to be positive and continued action from PSA's to solve the problem of no growth on businesses re-locating and preventing the loss of taxpaying businesses from leaving.	3/9/2021 10:58 AM



CITY OF LEE'S SUMMIT

Business & Industry Fund Disbursement Project

March 23, 2021

Attn: Donnie Rodgers, Jr., Executive Director
Downtown Lee's Summit Main Street

As you know, the Mayor and City Council are reviewing the City's Business and Industry (B & I) Fund allocation for the most effective use of the funds in relation to the B & I Fund ordinance language.

The next step in this process will be a joint listening session with the Mayor, City Council and each PSA individually. In anticipation of the upcoming joint listening session with your organization, please find listed below some 'conversation starter' questions to help in *you and your executive board* in preparing for the conversation and improve our collective opportunity for a successful outcome.

1. Describe how your *organization can support* the following six elements drawn from the language of the Business and Industry Fund ordinance.
 - a. Retaining Business
 - b. Expanding Business
 - c. Creating Business
 - d. Attracting Business
 - e. Tourism
 - f. Community Marketing

2. Define how the City would measure your *organization's success* against the following six elements drawn from the language of the Business and Industry Fund ordinance.
 - a. Retaining Business
 - b. Expanding Business
 - c. Creating Business
 - d. Attracting Business
 - e. Tourism
 - f. Community Marketing

Thank you in advance for your time. Please let me know if you need any further information.

Regards,



CITY OF LEE'S SUMMIT

Business & Industry Fund Disbursement Project

March 23, 2021

Attn: Matt Baird, President
Lee's Summit Chamber of Commerce

As you know, the Mayor and City Council are reviewing the City's Business and Industry (B & I) Fund allocation for the most effective use of the funds in relation to the B & I Fund ordinance language.

The next step in this process will be a joint listening session with the Mayor, City Council and each PSA individually. In anticipation of the upcoming joint listening session with your organization, please find listed below some 'conversation starter' questions to help in *you and your executive board* in preparing for the conversation and improve our collective opportunity for a successful outcome.

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CITY OF LEE'S SUMMIT

Business & Industry Fund Disbursement Project

March 23, 2021

Attn: Julia Hampton, Velocity LS Chair
Velocity Lee's Summit

As you know, the Mayor and City Council are reviewing the City's Business and Industry (B & I) Fund allocation for the most effective use of the funds in relation to the B & I Fund ordinance language.

The next step in this process will be a joint listening session with the Mayor, City Council and each PSA individually. In anticipation of the upcoming joint listening session with your organization, please find listed below some 'conversation starter' questions to help in *you and your executive board* in preparing for the conversation and improve our collective opportunity for a successful outcome.

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Thank you in advance for your time. Please let me know if you need any further information.

Regards,



CITY OF LEE'S SUMMIT

Business & Industry Fund Disbursement Project

March 23, 2021

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

As you know, the Mayor and City Council are reviewing the City's Business and Industry (B & I) Fund allocation for the most effective use of the funds in relation to the B & I Fund ordinance language.

The next step in this process will be a joint listening session with the Mayor, City Council and each PSA individually. In anticipation of the upcoming joint listening session with your organization, please find listed below some 'conversation starter' questions to help in *you and your executive board* in preparing for the conversation and improve our collective opportunity for a successful outcome.

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Thank you in advance for your time. Please let me know if you need any further information.

Regards,

PSA Q&A



LEE'S SUMMIT
C H A M B E R

How the LS Chamber supports the six elements drawn from the language of the Business and Industry Fund ordinance.

- a. **Retaining Business**
 - a. When it comes to contributing to businesses staying in the LS community, the LS Chamber points to their vision which is to create opportunities for our members' personal and business growth while providing influence to the communities we serve. The Chamber offers several opportunities to help with business growth, from networking opportunities, to advocating on their behalf with state and local elected officials and municipalities, to marketing opportunities through social media, print and digital publications and weekly emails.
- b. **Expanding Business**
 - a. Same as stated for retaining business.
- c. **Creating Business**
 - a. The Chamber provides a business resource on their website that informs members and perspective members about starting a business and where to go when looking to start a business. The Chamber initiated Market Center of Ideas which eventually became Velocity LS, so when it comes to creating business, the Chamber has lead from the front in this community.
- d. **Attracting Business**
 - a. By creating a dynamic business environment founded on leadership, advocacy, collaboration, and success in the Lee's Summit community the Chamber strives to make LS the destination to begin, grow and keep your business/company. We take pride in being a five star chamber that brings recognition and "attracts" businesses to come to our community to do business. Something to note, out of 940 member's, over 200 members come from outside the city limits of Lee's Summit.

How the LS Chamber supports the six elements drawn from the language of the Business and Industry Fund ordinance.

- a. Tourism
 - a. Identify and promote attractions in and around Lee's Summit and assist in developing combined community efforts to inform and welcome visitors to the Lee's Summit area.
 - b. Continue to update tourism social media sites. Content/contests to be discussed at meetings.
 - c. Create daytrip packages that could be used when soliciting visitors. Trips can also be used for contest give-a-ways.
 - d. Review of websites that promote activities in KC metro. Determine how to get event info on those sites.
 - e. Continue to help implement the community branding efforts.
 - f. Visitors Guide printed and distributed both inprint and on the tourism website.
 - g. City wide tourism map printed and distributed every other year.
 - h. Invite new/additional groups to enter their events on the Community Calendar

- b. Community Marketing
 - a. Provide both public and private stakeholders a collaborative opportunity to participate in a full spectrum of timely and relevant creative marketing solutions.
 - b. Analyze and interpret all available research forces shaping audience behavior into actionable marketing programs.
 - c. Responsibility of all media planning, negotiation, execution and evaluation for both traditional as well as emerging media technologies.
 - d. Oversee the crafting of communication strategies and creative messaging for the expressed purpose of providing Lee's Summit with a sustainable competitive marketing advantage.
 - e. Measure and report quantifiable program results in order to continually- *move forward*.
 - f. Continue to enforce Graphic Brand Standards to safeguard our community investment.

How the City of LS measures your organization's success against the six elements drawn from the language of the Business and Industry Fund ordinance.

- a. Retaining Business
 - a. The stability of the business community. Are we losing businesses and if so, is the Chamber engaged in the community by offering trainings, programs, networking opportunities, community wide events, advocacy, etc...
- b. Expanding Business
 - a. As stated above, is the Chamber engaged, not just by hosting an event but promoting educational and advocacy opportunities that would motivate a business to stay and thrive in the community.
- c. Creating Business
 - a. Supporting the start up community, Velocity LS and providing educational opportunities to members and non-members seeking information and guidance.
- d. Attracting Business
 - a. By the Chamber being a 5 star accredited Business Organization, how effective are they promoting the community.
- e. Tourism
 - a. Exceeding the expectations set by the city when it comes to the goals set for tourism. Are visits from outside the region up and how well are the sales tax revenue from year to year.
 - b. The tourism industry in LS is seeing a growth in their business from sites and attractions to hotel stays.
- f. Community Marketing
 - a. Same measure set by Tourism.



DOWNTOWN

LEE'S SUMMIT MAIN STREET

"Main Street demonstrates the power of small... Building small is sometimes harder, more time consuming, and less flashy than building the one big thing, but it is also more realistic, more cost effective, and more durable than putting all your eggs into one or two baskets."

– Ed McMahon, Sr. Resident Fellow at Urban Land Institute and NMSC's Board President, *discussing the importance of incremental progress and the power of small in a recent article from the Kansas Government Journal.* [Read more >](#)



DRUGS, BATH, TOILET, & MORE

GREEN LIGHT

mike's APPLI

LAUREL

777

SUMMER SPORTS



FOURTH FRIDAYS
ART WALK
DOWNTOWN LEES SUMMIT

VISITOR
DOWNTOWN LEES SUMMIT
INFORMATION

SE 3RD ST
SE MAIN ST

KDS
Books · Toys · Gifts
241

THE EYE STATION
247 SE MAIN
THE EYE STATION

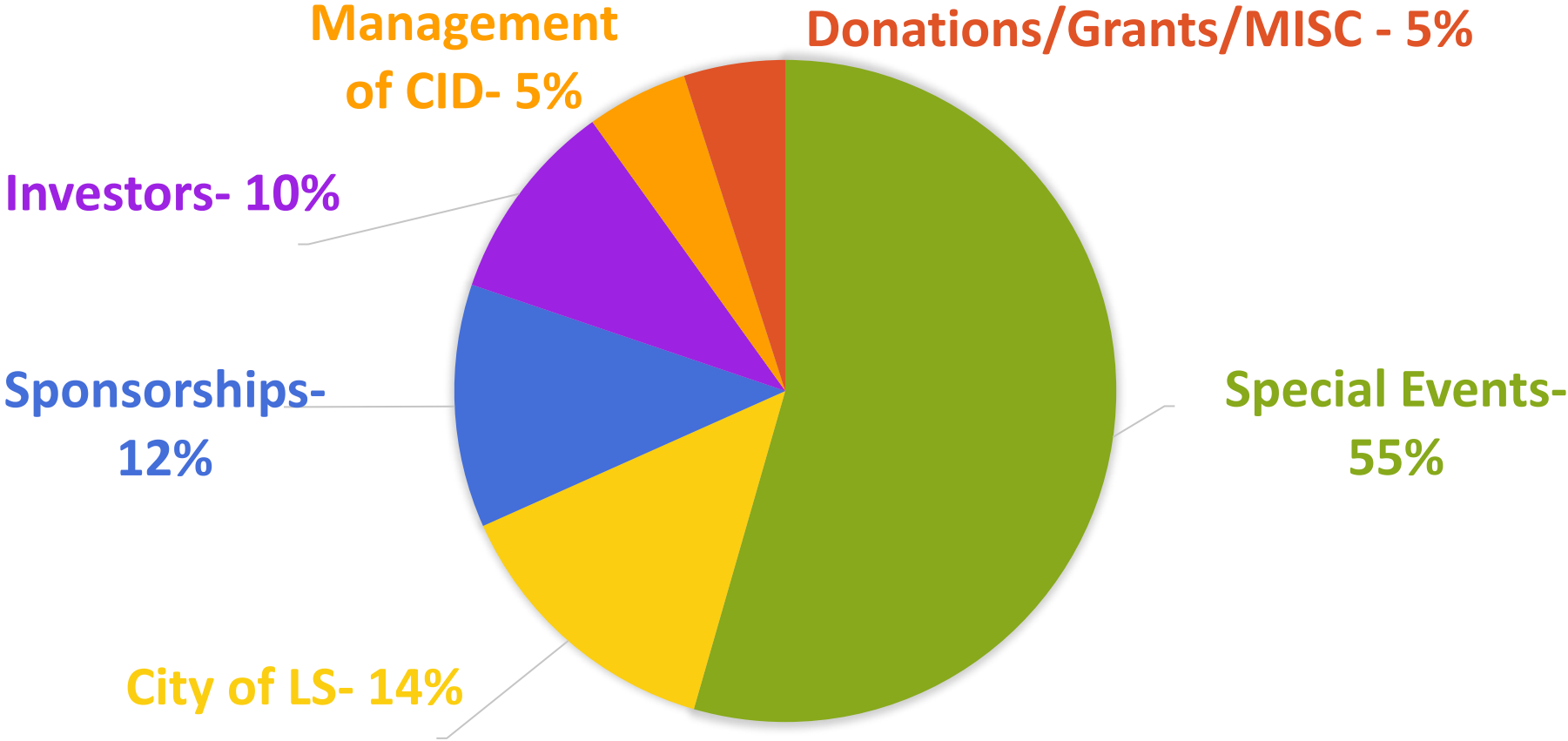
WALK TO PARK
LEES SUMMIT

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 7 communities in MO.



FUNDING



MISSION

The mission of Downtown Lee's Summit Main Street is to promote, enhance, and preserve the heart of our city by cultivating a diverse mix of businesses, cultural and family-friendly events, unique housing options, and inclusive public spaces.

Build a diverse economic base.
Catalyze smart new investment.
Cultivate a strong entrepreneurship ecosystem.

**ECONOMIC
VITALITY**

Create an inviting, inclusive atmosphere.
Celebrate historic character.
Foster accessible, people-centered public spaces.

DESIGN

**COMMUNITY
TRANSFORMATION**

ORGANIZATION

PROMOTION

Build leadership and strong organizational capacity.
Ensure broad community engagement. Forge partnerships across sectors.

Market district's defining assets.
Communicate unique features through storytelling.
Support buy-local experience.

QUESTION #1:

Describe how your organization can support the following elements drawn from the language of the Business and Industry Fund ordinance.

- Retaining Business
- Expanding Business
- Creating Business
- Attracting Business
- Tourism
- Community Marketing



We're creating the place that people want to be.

RETAINING, EXPANDING, CREATING, ATTRACTING BUSINESSES

- Bringing small business owners together.
- Hosting small business trainings and connect businesses to additional services.
- Shared voice and coordination between downtown businesses and city.
- Leading and supporting shop local initiatives.
- Events and Marketing that are bringing people back downtown and keeping downtown first in their minds.
- Keeping database of available properties and interested business owners.



WHY DO SMALL BUSINESSES MATTER?

- Money stays local
- They support their communities
- Local business hire local professionals



TOURISM AND COMMUNITY MARKETING

- Promoting and planning local events- over 115 days of activities.
- Creating inviting public spaces with placemaking.
- Telling the story of downtown.
- Unified branding and identity.
- Targeted marketing to reach visitors both in and outside of Lee's Summit.



115

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 – Downtown Movie Night – 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

WHAT DO YOU DO WHEN YOUR TRAVEL?

The top 3 local/regional tourism activities, according to Destination NSW:

- Dining out
- Visiting friends and relatives
- Shopping for pleasure



QUESTION #2:

Describe how your organization would measure organization's success against the following elements drawn from the language of the Business and Industry Fund ordinance.

- Retaining Business
- Expanding Business
- Creating Business
- Attracting Business
- Tourism
- Community Marketing

MEASURE SUCCESS

The following quarterly statistics are tracked and submitted to the City Manager's office, Missouri Main Street Connection and the National Main Street Center:

- Volunteer Hours
- Net New Businesses
- Net New Jobs
- Private investment



SUCCESS

Since 2009:

- 49,670 volunteer hours
- 82 net new businesses
- 623 net new jobs
- \$14.3M in private investment

In 2020:

- 1,620 volunteer hours
- 2 net new businesses
- 68 net new jobs
- \$1.4M in private investment



SUCCESS

- 1993 \$1.26M
- 1997 \$2.7M
- 2003 \$8.6M
- 2008 \$16.3M
- FY 2016 \$28.7M
- FY 2017 \$35.5M
- FY 2018 \$39.4M
- FY 2019 \$41.7M
- FY 2020 \$42.2M

**Taxable sales up
47% since 2016!**

DOWNTOWN LEE'S SUMMIT TAXABLE SALES GROWTH



Yours Truly,

ADDITIONAL METRICS THAT ARE TRACKED:

- State and National Annual Accreditation
- Social Media Engagement
- Website Traffic
- Gift Card Sales
- Business surveys post-events
- Online Searches
- Special event recaps





THANK YOU

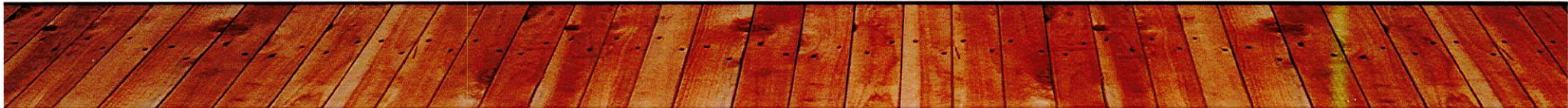
Donnie Rodgers, Jr.
Executive Director
Downtown Lee's Summit Main Street, Inc.
donnie@downtownls.org
816-246-6598

VELOCITY LEE'S SUMMIT

PRESENTATION TO THE LEE'S SUMMIT CITY COUNCIL

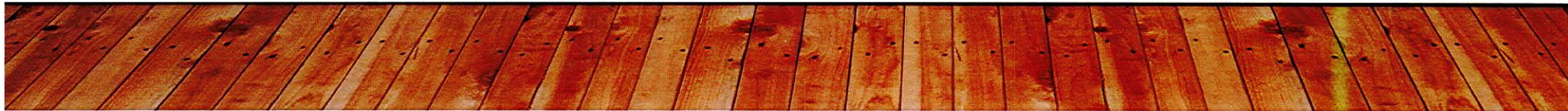
REGARDING THE BUSINESS & INDUSTRY FUND DISTRIBUTION PROJECT

APRIL 14, 2021



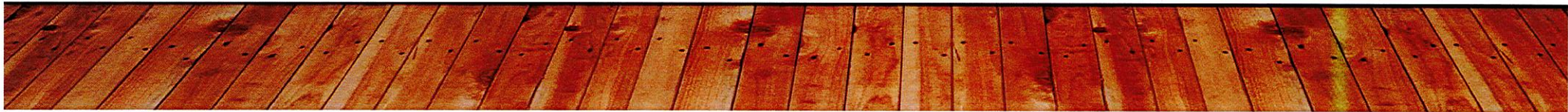
2 VELOCITY LEE'S SUMMIT BOARD OF DIRECTORS

- Chuck Cooper, StrongBox Wealth
- Jon Cundiff, Weed Man
- Tim Denker, Denker Law Firm
- Dr. Donna Duffey, JCCC
- Mark Dunning, City of Lee's Summit
- DJ Good, LKC Technologies
- Julia Hampton, Julia E. Hampton CPA, PC
- Liesl Hays, The Historic Browning
- Keri Lauderdale Olson, e2E
- Jane Monroe, Embrace the Grape
- Chip Moxley, W.C. Tingle Company
- Joseph Mullins, UCM-Lee's Summit
- Nick Parker, Fredcasts
- Matt Sanning, Lee's Summit Social Service
- Rick Viar, Citizen's Bank & Trust



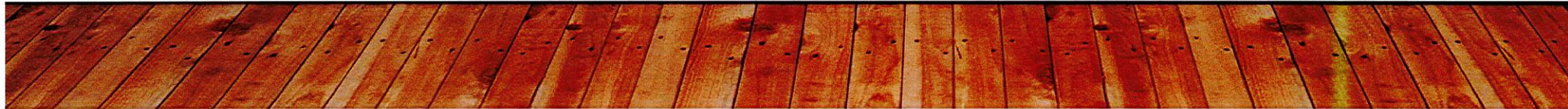
3 VELOCITY LEE'S SUMMIT DEFINED

Founded in 2015, Velocity Lee's Summit is a 501(c)3 non-profit organization made up of successful business owners looking to help startups and entrepreneurs thrive.



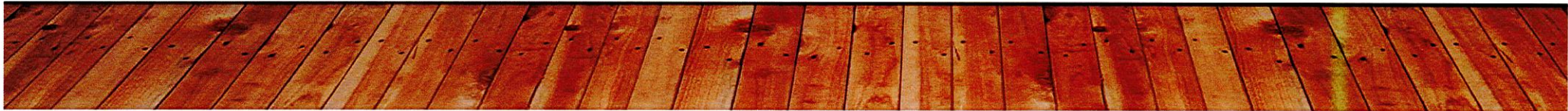
4 VELOCITY LEE'S SUMMIT'S REACH

- 40+ Board & Community Volunteers
- 29+ Professional Advisors
- 5+ Community Partners
- 500+ Event Attendees per year
- 7,500+ Digital Event views in 2020
- 100+ Digital Course Downloads
- 15+ Mentees & Mentors per year



5 PRESENTERS:

- Julia Hampton, CPA: Chair, Board of Directors
 - Owner, Julia E. Hampton CPA, PC
- Chuck Cooper, Past Chair, Board of Directors
 - Managing Partner, StrongBox Wealth
- Jon Cundiff, Past Chair, Board of Directors
 - Owner, Weed Man
- Dr. Donna Duffey, Director
 - Professor & Chair Emeritus-Entrepreneurship, Johnson County Community College



6 EXPLANATION OF VELOCITY LEE'S SUMMIT'S ACTIVITIES

Chuck Cooper:

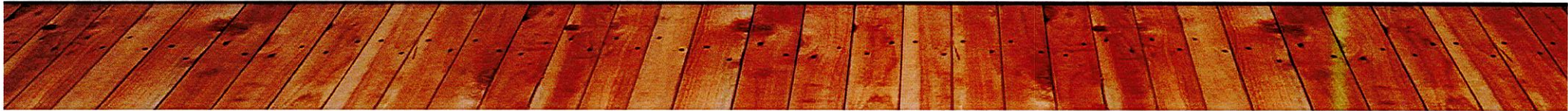
- Professional Advisors
- Strategic Partnerships

Donna Duffey:

- Events

Jon Cundiff

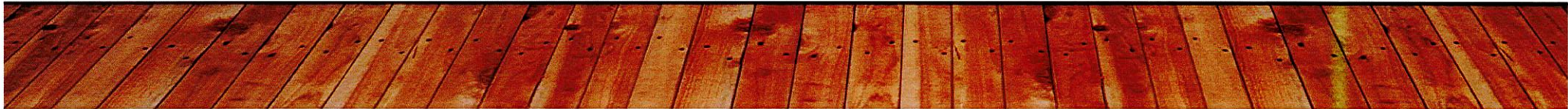
- Educational Programs
- Mentorship Program



7 VELOCITY LEE'S SUMMIT—PROFESSIONAL ADVISORS

Velocity has formed a group of area experts in these fields ready to offer some complimentary advice in an effort to help businesses form these important relationships with vetted advisors.

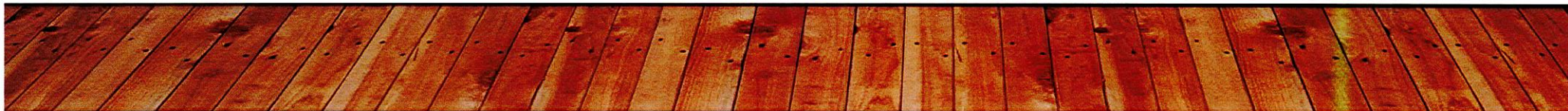
- Accountants (3)
- Attorneys (9)
- Bankers (10)
- Financial Planners (8)
- Insurance Agents (3)



8 VELOCITY LEE'S SUMMIT–STRATEGIC PARTNERSHIPS

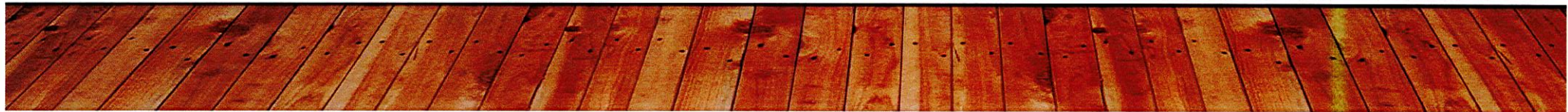
Velocity was founded on the principal of connection. Connecting entrepreneurs to valuable resources when they need them. That includes leveraging partnerships with other Entrepreneurial Support Organizations and area business support groups.

- University of Central Missouri – Lee's Summit
- Ewing Marion Kauffman Foundation
- Missouri Technology Corporation
- KC SourceLink
- America's SBDC Missouri



9 HOW DO THESE ACTIVITIES SUPPORT THE SIX ELEMENTS?

- Retaining Business
- Expanding Business
- Creating Business
- Attracting Business
- Tourism
- Community Marketing



10 VELOCITY LEE'S SUMMIT: EVENTS

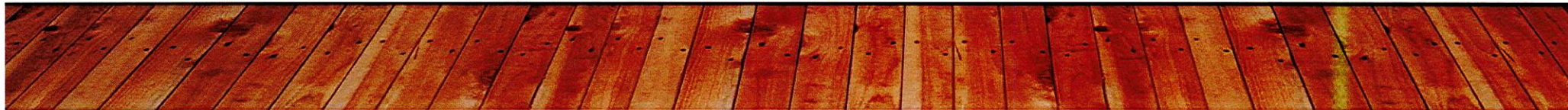
- DEVELOPED by the organization's Events Committee with each event directly connecting with one of the primary objectives of Velocity Lee's Summit
- The PURPOSE of all Velocity Events is to provide all levels of entrepreneurs an opportunity to interact with like-minded persons through topics/activities of interest to entrepreneurially minded individuals.
- The FREQUENCY of Velocity Events is no less than one/month lasting (on average) 1 1/2 hours.
- The FORMAT has varied – virtual, hybrid, face-to-face.
- PROMOTED via the website and social media outlets



II VELOCITY LEE'S SUMMIT EVENT CATEGORIES

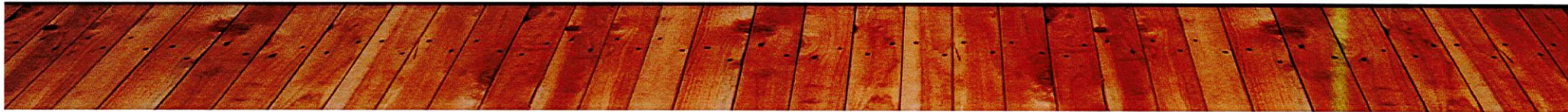
The Events are developed considering six event **categories**:

- 1) *"Pitch" Event* – 1 per year in July. This event allows entrepreneurs to "pitch" their business for prize money
- 2) *"New Business and Entrepreneur Expo: Velocity Supports Aspiring and Existing Entrepreneurs with Free Professional Advice"* – 1 per year in October. This event is a networking and information-gathering event with showcase presentations on Velocity's Professional Advisors
- 3) *Featured Author Event* – 1 per year in September. This event is developed in collaboration with another Lee's Summit PSA. The working title for the 2021 Author Event is "Leadership in the New Normal".
- 4) *Summit Demo Day* – 1 per year in December. This event showcases entrepreneurs to area investors
- 5) *Global Entrepreneurship Week* – Velocity Lee's Summit participates with several events/activities during this week in November each year
- 6) *"Listen and Learn" Events* – 7 per year. Specific topics will be presented by either an individual or a panel of presenters. Each event will include the content presentation, facilitated question & answer, and networking time.



12 HOW DO THESE ACTIVITIES SUPPORT THE SIX ELEMENTS?

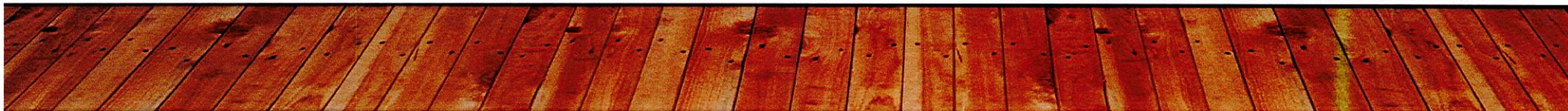
- Retaining Business
- Expanding Business
- Creating Business
- Attracting Business
- Tourism
- Community Marketing



13 VELOCITY LEE'S SUMMIT: EDUCATIONAL PROGRAMS

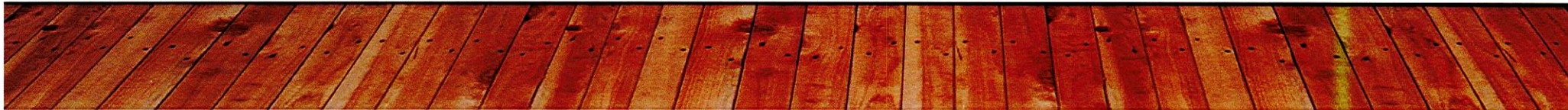
Velocity Lee's Summit offers educational programming for both ASPIRING and EXISTING Entrepreneurs.

- Aspiring Entrepreneurs: Four ½ hour digital programs available through www.velocityls.org
- Existing Entrepreneurs
 - Listen to Your Business program
 - 14 additional ½ hour digital programs available soon
- Book Recommendations: Available through www.velocityls.org



14 VELOCITY: MENTORSHIP PROGRAM

- **Each year Velocity pairs entrepreneurs in the Kansas City area with local Mentors that come from a variety of backgrounds.**
- **Mentees have gone on to achieve incredible accomplishments and have come back a mentors themselves.**
- **In addition to a mentor, mentees have many resources available to them including professional financial guidance, marketing materials and more.**



15 2020-2021 MENTEE CLASS

Leah Allmer, Project Daybreak

David Beauchamp, SOAR Tutoring LLC

Ophelia Brinkley, Creative Emajinations

Derek Hawley, Kaizon Solutions

Darryl Johnson, Business Credit Works

Jonaie Johnson, Interplay

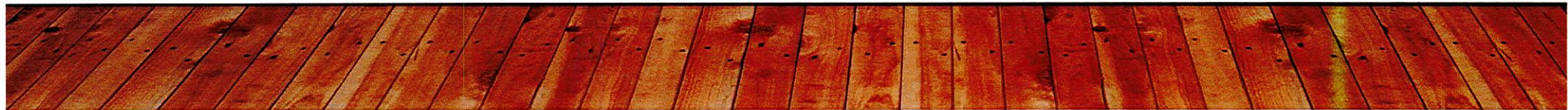
Brooke & Mitch Lickey, Blue Orchid Homes LLC

Jennifer Nickols, Pin and Pop

Nicholas Solano, Revival Pressure Washir

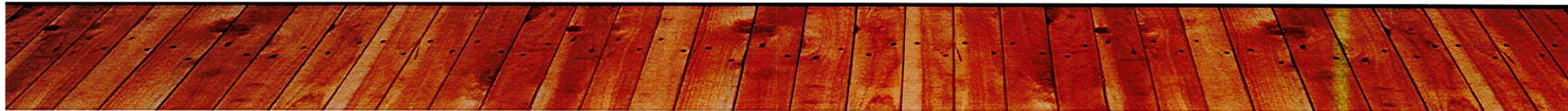
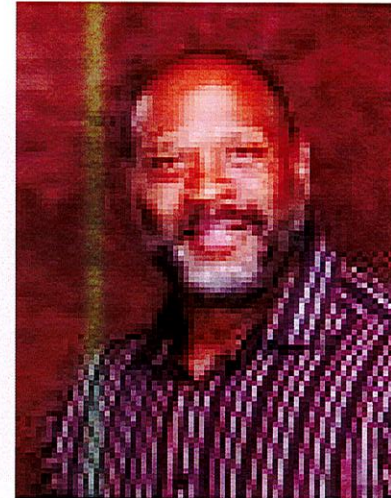
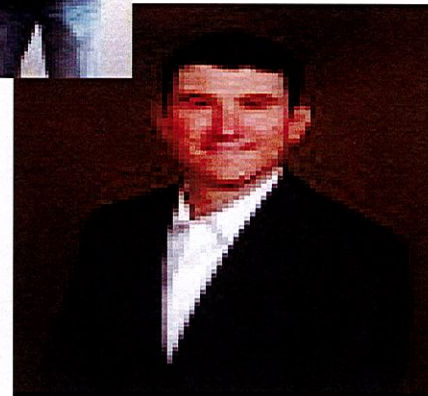
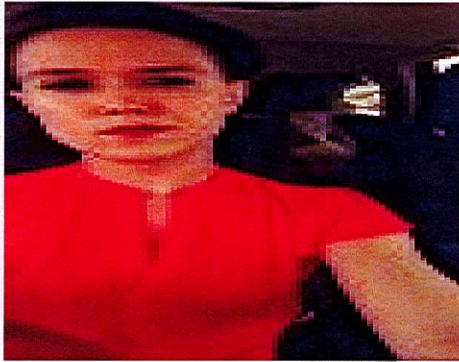
Joy Vann-Hamilton, Resiliency @ Work 2.0

Cody Wheelock, Fount Atelier of Fine Arts



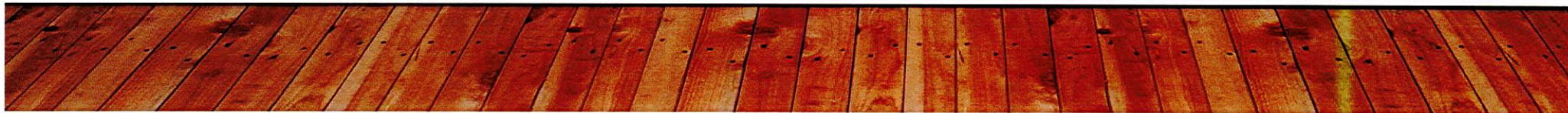
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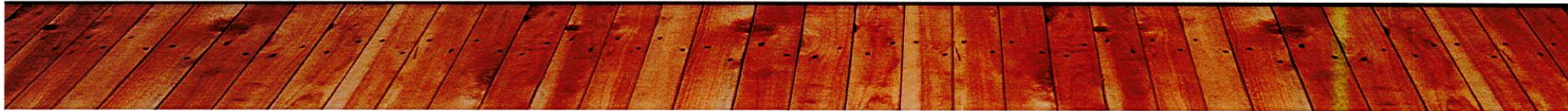
17 HOW DO THESE ACTIVITIES SUPPORT THE SIX ELEMENTS?

- Retaining Business
- Expanding Business
- Creating Business
- Attracting Business
- Tourism
- Community Marketing

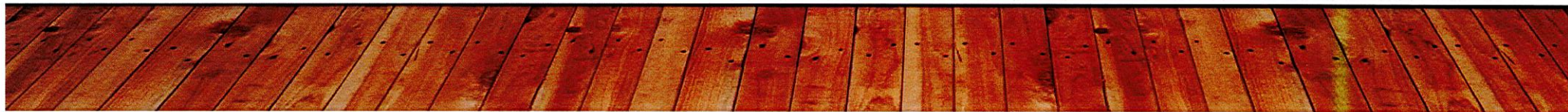


18 VELOCITY LEE'S SUMMIT MEASURES SUCCESS AGAINST THE FOLLOWING SIX ELEMENTS DRAWN FROM THE LANGUAGE OF THE BUSINESS AND INDUSTRY FUND ORDINANCE

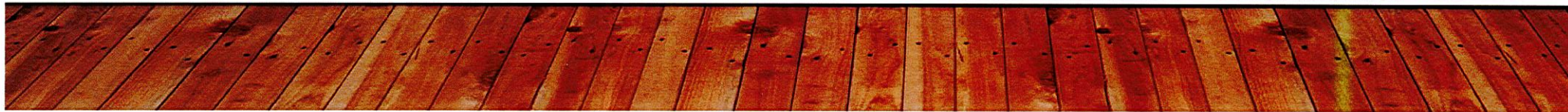
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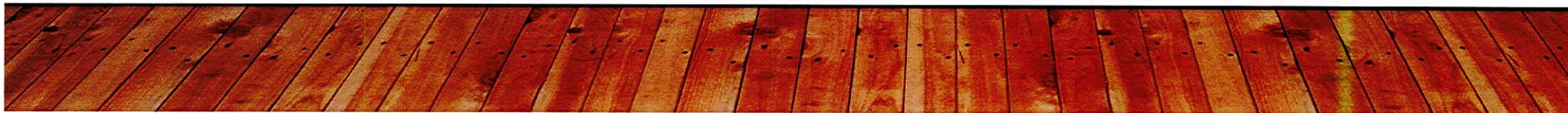
19 JEANNA RUEHTER LATCHKEY PETS, LLC



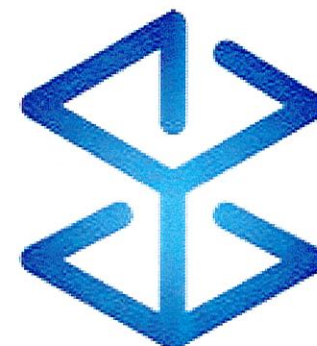
20 MACKENZIE TABOR M-POWER SALON & SPA



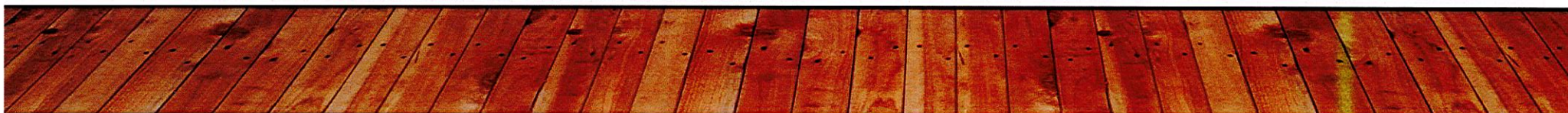
21 JOURDAN MERCURIO-LEWIS SUMMIT NUTRITION, INC.



22 CHUCK COOPER III, CFP® STRONGBOX WEALTH



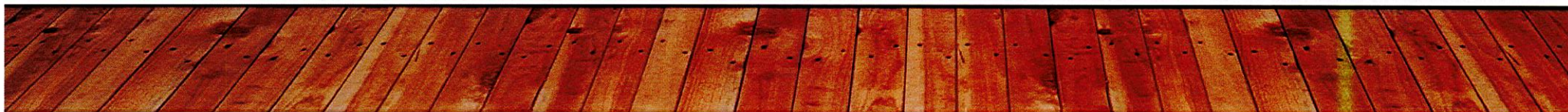
STRONGBOX
WEALTH



23 UNDERSTANDING VELOCITY LEE'S SUMMIT

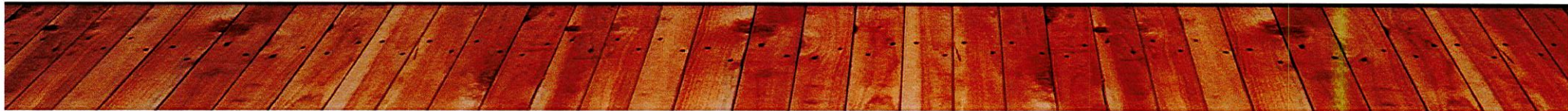
We welcome your questions.

Please ask.



24 FROM VELOCITY LEE'S SUMMIT

Thank you!





LEE'S SUMMIT

ECONOMIC DEVELOPMENT COUNCIL

Bed and Industry Fund Disbursement
April 14, 2021

WHO WE ARE

The Lee's Summit Economic Development Council is a (501 c4) *public-private sector partnership*.

Our Mission is: *To improve the quality of life for our citizens by creating new jobs and capital investments.*

Our Vision is: *To promote and enhance the City of Lee's Summit as a model community for economic innovation and growth fueled by a pro-business environment, diverse economic base and commitment to strong relationships and work ethic.*



THE INCEPTION AND GROWTH OF THE LSEDC

The Lee's Summit Economic Development Council (LSEDC), Lee's Summit R-7 School District and the City of Lee's Summit have a rich history together. The LSEDC was incorporated in 1985 as a non-profit for the purpose of growing the tax base through retention and expansion of existing business, attracting new business and development, and job creation.

The original Articles of Incorporation were signed by the following individuals; Don Kahan, Diane Winegar, Lee's Summit Mayor; Gene Rhodes and LSR7 Superintendent, Stanley Magady.

In the last thirty-six years, our organization has grown substantially from eight Board of Directors to up to eighteen, including an operational Executive Committee with rotating officers and (2) standing seats from the City of Lee's Summit plus the Superintendent of LSR7 Schools.



OUR LEADERSHIP

BOARD OF DIRECTORS



Linda Harrelson
Summit Christian
Academy



Clint Haynes
NextGen Wealth



Jackie Maloney
REAL Law



Brandy McCombs
IBC, Inc.



John McDonald
Lee's Summit Medical
Center



Bobby Olm-Shipman
Saint Luke's East



Dan Rexroth
John Knox Village



Heidi Thummel
GBA



Michael VanBuskirk
Newmark Zimmer



Driven by a Board of Directors:

- *The LS Mayor and City Manager*
- *LSR-7 Superintendent*
- *Local/Regional Business Executives*

Supported by Staff:

- *Rick McDowell, President & CEO*
- *Tina Chace, Director of Business Dev.*
- *Alyssa Lally, Marketing Coordinator*
- *Stephani Bordner, Operations Manager*

OUR LEADERSHIP

EXECUTIVE COMMITTEE



Tim Paulson
Chair
Emery Sapp & Sons



Todd Haynes
Vice Chair
RBC Wealth
Management



Will Coates
Secretary
Hunch Family, LLC



Larry Hillier
Treasurer
Equity Bank



Chip Moxley
Past Chair
Tingle Flooring



William Baird
Mayor
City of Lee's Summit



Steve Arbo
City Manager
City of Lee's Summit



Dr. David Buck
Superintendent
LSR-7 School District



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LSEDC INVESTORS AT A GLANCE

The LSEDC serves its Investors; both public and private! Our strategy is to align with like-minded private investors who have the same mission and vision to achieve continued growth in Lee's Summit. The LSEDC has strategically engaged Regional businesses who want to invest in Lee's Summit as a model community to:

LIVE, WORK & PLAY!

- **Today's Private Investment:**
 - Lee's Summit Investors: 76 (54%)*
 - Regional Investors: 64 (46%)*
- **New Investors over the past 5 years:**
 - 82 total – average of 17 per year*
- **Private Investor Retention over the past 10 years:**
 - Retained: 61%*



BUSINESS RETENTION/EXPANSION EFFORTS

**Award-Winning Program in the State of Missouri*

- **1-1 Visits with Major Employer CEO's & HR Managers** to identify expansion needs, growth opportunities, barriers to growth in the community, and address workforce needs.
 - **Database tracking:** All information collected from the business visits are kept strictly confidential and reported only in aggregated form.
 - **Develop Relationships:** We act as the conduit to business for our employers by acting swiftly to make connections, solve problems and encourage growth.

It is important to note: Our BR/E Program is for ALL Lee's Summit employers, regardless of investment in LSEDC!!



BUSINESS RETENTION/EXPANSION EFFORTS

It Works!

Recent New Expansions -

- Project 86
- Project 8
- Project Minutemen
- John Knox Village
- Saint Luke's East
- Lee's Summit Medical Center
- Truman Medical Center
- ViraCor
- CVS Call Center
- National Benefits Center

....just to name a few.....

A Well-Run BR/E Program will....

- Attract new business
- Enhance your pro-business image
- Create new opportunities for your existing businesses
- Allow for collaboration and synergy among like-minded groups for a cause:
 - Workforce Development
 - Infrastructure Updates
 - Industry Changes



*CEO Luncheons
HR Roundtable
Gateway Business Alliance
LS WF Alliance*

BUSINESS RETENTION/EXPANSION EFFORTS

Workforce Development - #1 Reason Co.'s Choose a Location

- **New Job Creation**
 - *Companies choose communities based on workforce demographics and the ability to sustain a talent pipeline*
- **Talent Pipeline Management**
 - *Ensure local businesses continue to have a qualified, skilled workforce*
 - *Continue to facilitate collaboration with education partners and the business community in order to align current industry skills with curriculum and student engagement opportunities.*

LSEDC is the leading entity in bringing everyone to the table:



Provide a connection between education & industry to ensure our community continues to provide high-skill, high-wage in-demand jobs.

**** LSR-7 Real World Learning Implementation ****



CREATING BUSINESS

WE NEVER TURN A CALL DOWN!

(No matter the size of business, regardless of investment in our organization.)

Consistently receive calls from;

- individuals wanting to start a business,
- business owners looking to relocate,
- companies outside the area looking to do business with other local companies, and/or
- brokers and developers seeking advice for their clients.

LSEDC believes every person seeking information, resources or introductions is connected to someone else who could lead you to MORE opportunities!



ATTRACTING BUSINESS

- **Our Regional Partnerships and Investor Relationships are Intentional**

They often cultivate long-term relationships which lead us to Projects.

- ✓ KCADC
- ✓ MO DED
- ✓ General Contractors
- ✓ MO Partnership
- ✓ Utility Partners
- ✓ Architects/Engineers
- ✓ MEDC
- ✓ Developers

- **LOIS Sites & Buildings** (directory on website as well as marketed via social media)
- **Project RFP's** – Come direct, through KCADC and MO Partnership, State and National Tradeshows or other Outside Events.

All Projects are kept strictly confidential and reported only in aggregated form.



28 Project RFP/RFI per year, (5-year average 2015-2020)

TOURISM

It might be time for a CVB!

A Convention and Visitors Bureau (CVB) is a destination influencer, working hand-in-hand with businesses in the city and advocating on their behalf. It is a job of a CVB to serve as an extension of the city to provide real-time collaboration and access to all the city has to offer.

- Lee's Summit is the largest city in MO that does not have a dedicated CVB.
- Increase the Bed and Industry Fund.
 - Heads in Beds, Feet in Sheets = Increased Hotel Occupancy and ADR (average daily rates)



MARKETING

Marketing the community as a place to *live, work & play*

A sample of the publications and organizations that have featured Lee's Summit as a result of LSEDC:



THE KANSAS CITY STAR.

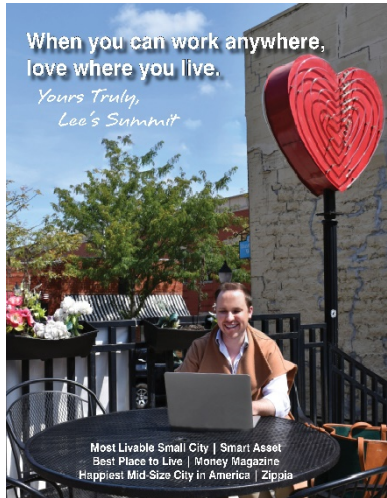


LSEDC consistently promotes LS as a place to do business and showcase development through high-level events, public relations and social media!

MARKETING

Marketing the community as a place to *live, work & play*

A sample of the marketing pieces produced by LSEDC:



KC Options

3 Things To Know Before You Grow!



Expansion Information



Community Profile



Workforce Development Video



LSEDC contributed over \$90,000 from 2015-2020 towards Community Branding.

Yours Truly

COLLABORATION

- A. City of LS, Business Development Center, Airport, Public Works, Parks & Rec.
 - B. PSA's: Lee's Summit Chamber of Commerce, DLSMS, Velocity
 - C. Education Ecosystem: LSR-7, STA, MIC, MCC, UCM, ST. Michael's, SCA
 - D. KCADC – Team KC, KC Smart Port, KC Animal Corridor
 - E. Eastern Jackson County Development Alliance
 - F. Missouri Partnership
 - F. Missouri Economic Development Council
 - G. Missouri Department of Economic Development
 - H. Missouri Housing Commission
 - I. Mid-America Regional Council – Regional Workforce Intelligence Network
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