



# Economic Development Incentive Policy



**LEE'S SUMMIT**  
MISSOURI®

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**February 19, 2015**

**Amended on;**

**October 1, 2015 (Ord. #7725)**  
**January 4, 2018 (Ord. #8322)**  
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**Administrative Updates;**

**June 21, 2016**

**June 26, 2017**

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## ECONOMIC DEVELOPMENT VISION

The purpose of every vision statement is to describe a desired future outcome. This vision guides our decision making to allow for a consistent review and discussion of economic development and the use of incentives. It is the intent of the Mayor and City Council, City staff, and community partners to help align and direct resources to obtain this vision. In 2013, the Mayor and City Council, with input from our community partners, adopted the following vision;

**Economic Development Vision Statement of the Lee's Summit City Council:**

*Lee's Summit will build upon and promote its unique downtown, educational 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.*

The Economic Development Vision emphasizes five areas of focus: Downtown, Entrepreneurship, Redevelopment, Attraction and Retention, and Targeted Businesses. The areas of focus represent a strategic need that is part of a broader economic development strategy. **These areas of focus inform us as to 'how' the community should develop; through investment in Downtown Lee's Summit, entrepreneurship, redevelopment, and the attraction and retention of targeted jobs and businesses.**

## USE OF INCENTIVES

The City of Lee's Summit is prepared to strategically and responsibly consider the use of incentive programs to meet our economic development goals and outcomes. It is the City's philosophy to be accommodating to targeted businesses that support our vision that has been outlined by the City Council. In accordance with our areas of focus and targeted outcomes, the City of Lee's Summit may provide a level of incentive as outlined in the following matrix.

Availability of Incentives								
Areas of Focus						Guidelines		
Incentives	Downtown	Entrepreneurship	Redevelopment	Attraction/ Retention	Targeted Businesses	Minimum Investment	*Incentive	
	TIF	X		X	X	X	\$5m New / \$3m Existing	**25%
	CID	X		X	X	X	Public Improvement Required	up to 1 cent
	NID	X		X	X	X	Public Improvement Required	Special Assessment
	TDD	X		X	X	X	Public Improvement Required	up to 1 cent
	Chapter 100	X		X	X	X	\$5m New / \$3m Existing	50% - 10 yrs
	Chapter 353	X		X	X	X	\$5m New / \$3m Existing	50% - 10 yrs
	LCRA	X		X	X	X	\$500k	50% - 10 yrs
	Sales Tax Reimbursement			X	X	X	\$250k (Public Improvements)	up to 1/2 cent
	Site Specific Incentives	X	X	X	X	X	TBD	TBD

\* If request is below the listed amount City staff may proceed with review and presentation to Council. If request exceeds listed amount a conceptual presentation shall first be made to the City Council before proceeding with request.

\*\* The value of the incentive is calculated by multiplying the cap amount and the total private development cost. Private development costs and activities are items that will not have public ownership.

## STRATEGIC DIRECTION

The Mayor, City Council, and community partners have worked to clearly identify targeted development outcomes and targeted areas for development to communicate the City's economic development goals. **These outcomes, or goals, have been created to inform prospective investors of 'what' is desired by development that may make use of incentives.**

### Targeted Outcomes

The City is seeking investment that supports or benefits;

- **The development and maintenance of infrastructure**

*Development projects are encouraged to exhibit a public benefit through improvement, creation, or expansion of public infrastructure. In particular there is an interest for opportunities where the expansion of public infrastructure may create new economic development areas. This can include the development of bridges, streets, signals, stormwater facilities, removal of blight, water and sewer utilities.*

- **Attracts or retains targeted businesses**

*The City of Lee's Summit currently enjoys a residential base comprised of highly educated and highly skilled individuals. Creating employment opportunities that allow these individuals to advance their careers within the City of Lee's Summit is a priority. We seek employers that will leverage our existing strengths and workforce resources. We also seek economic sectors that have strong growth potential in the future. The City strives to be a regional hub that provides a fertile environment for the development of technology and healthcare industries, manufacturing, and entrepreneurship.*

*To be considered a targeted business, the business shall help create an environment where work opportunities exist to support family households. A quality life is a combination of good income, health, family, and leisure activities. These life experiences are more likely to occur when the workplace is in Lee's Summit. A common measurement of quality jobs is income. Indexes such as compensation that equals or exceeds the average pay for Jackson County, Missouri workers, is often used as a standard.*

- **Preserves or enhances residential developments**

*The City of Lee's Summit strives to provide a high quality of life for its residents. Residential development projects should provide an environment that attracts residents by incorporating quality design standards. We are seeking future residential communities that offer housing choices to attract next generations as well as supporting today's lifestyles. Residential developments that are incentivized should improve livability by enhancing the accessibility to needs and services. Careful consideration will be given to the impact on other taxing jurisdictions.*

The following criteria shall be applied toward the consideration of incentives for residential projects:

- **Blight Clearance:** Most favorable consideration will be given to projects that reduce or eliminate undesirable or blighted conditions on the targeted property. The level of incentive requested shall be commensurate with the costs related to the remediation of the blighting conditions.
- **Public Benefit:** Most favorable consideration will be given to projects that affirmatively further community housing goals identified within an approved and adopted plan.
- **Public Improvements:** Most favorable consideration will be given to projects that cause the construction of public improvements that have a general public benefit. The level of incentive requested should be commensurate with the costs related to the extraordinary public improvement costs. Extraordinary public infrastructure costs are generally considered to be costs related to off-site public infrastructure necessary to support the proposed development.
- **Statement of Need (“But For Test”):** Most favorable consideration will be given to projects where the company proves that (a) the project would not be undertaken without the requested incentive or (b) the project provides substantially enhanced features or amenities if the requested incentive is provided.
- **Tax Stabilization:** Most favorable consideration will be given to projects that immediately generate direct or indirect new tax revenues for the City and other taxing jurisdictions, accounting for real property taxes, personal property taxes, and franchise (gross receipts) taxes.
- The utilization of incentives on previous projects shall not form the basis for new incentive considerations and requests. Each project is a distinct and unique project and shall be based on its own merits.

- **Allows for business retention or expansion**

*Retaining our existing economic base is vital to providing reliable municipal services. The City of Lee's Summit seeks to promote an environment that will encourage growth and sustainability of the existing economic base. This can be accomplished through partnership opportunities with those looking to grow their business.*

- **Helps generate a positive community image**

*The City of Lee's Summit seeks to be recognized as a community that possesses high quality commercial and residential development that is well planned, meets diverse needs, and exceeds community expectations. This approach has helped identify Lee's Summit as a vibrant city with a dynamic spirit of cooperation among its diverse citizens, businesses, organizations, education systems, and local government.*

## **TARGETED AREAS FOR DEVELOPMENT/REDEVELOPMENT**

The Mayor and City Council has established targeted areas for development or redevelopment. **These targeted areas were defined to help inform investors of 'where' development and redevelopment is most desired.** Incentive requests may be considered for projects outside of these targeted areas. Summaries of each geographic area and map can be found in the following section.

### **Douglas/Tudor Rd. Targeted Planning Area:**

Boundary description: NE Douglas St. on the east, US 50 Highway on the west, Chipman Rd. to the south and Colbern Rd. to the north

General overview: This area includes multiple large acreage - undeveloped tracts currently zoned for Planned Mixed Use, Planned Industrial and Planned Office uses. The Union Pacific rail line bisects the targeted planning area. Infrastructure improvements within this area include the re-alignment of NW Blue Parkway near Unity Village along with associated water and sewer line relocations, construction of the Tudor Road bridge connecting NE Douglas Street to NW Ward Rd. Sewer and water infrastructure exists to serve the general area. Significant efforts are underway to continue mixed-use development in and around the Summit Technology Campus with the recently completed Missouri Innovation Campus and Holiday Inn Express, and current construction of the 308 unit luxury multi-family Summit Square Apartments. Many of the properties are served by major roads providing excellent frontage to the properties, including Douglas Street, Chipman Road, Ward Road, Blue Parkway and Colbern Road. Highway frontage exists along both sides of the I-470 corridor. One rail spur exists to undeveloped property immediately south of I-470. The NW Main Street area is currently a 'metal building area' and much of the property is owned by a single property owner (Lowenstein).

### **I-470 North Targeted Planning Area:**

Boundary description: I-470 Corridor north of Colbern Road to the north City limits

General overview: This area is largely undeveloped primarily due to the approximate 1,100 acres owned by Property Reserve, Inc. on the east side of I-470. Some undeveloped acreage exists on the north side of Colbern Rd. however development of this area would likely require significant sewer and traffic improvements. Within the Ralph Powell Rd. corridor various new development opportunities exist and infrastructure is available to these undeveloped parcels. The Wilshire Care Center continues to expand its footprint with additional residential independent living units currently under construction on the north side of Strother Rd. Some undeveloped lots exist within the Lakewood Business Park and commercial growth could occur on the NE corner of I-470 & Bowlin Rd (Captain's Wharf). Other undeveloped areas in this corridor would prove to be challenging to develop due primarily to topography.

### **Airport Targeted Planning Area:**

Boundary description: I-470 on the east and south, Lee's Summit Road on the west, Strother Road and Lakewood Residential subdivision on the north

General overview: The City owns a significant portion of the Targeted Planning Area for the Municipal Airport where fuel sales and hanger rental is available. Airport improvements include a 5,500 ft. grooved concrete runway with a 4,000 ft. cross wind runway, improved airfield lighting, and heated hangar space availability for business and corporate aircraft and/or itinerant stays. Parcels along the I-470 corridor, east of the Airport are prepared for new development with infrastructure in place. Undeveloped parcels exist on the north and west sides of the Airport, however infrastructure to these areas would be necessary. Large lot residential developments exist along much Lee's Summit Road. St. Michael the Archangel Catholic High School has recently been constructed and opened located south of Strother Rd and east of Lee's Summit Road.

### **I-470 Chipman/Colbern Targeted Planning Area:**

Boundary description: Colbern Rd/City Limits on the north, US 50 Highway on the east, Chipman Rd. on the south and View High/City Limits on the west.

General overview: West of US 50 Highway and north of I-470 land reclamation is occurring and much of the undeveloped area is undermined. South of I-470 opportunities for development exist along the west side of Pryor Rd. however relocation of transmission electrical lines would be necessary, and a fair amount of this area is undermined further west of Pryor Rd. The City is pursuing a Conceptual Development Plan for this area to create the framework for an envisioned mixed-use development. The target planning area is bisected by the Rock Island rail line which was recently acquired by Jackson County, Missouri for multi-purpose recreation/transportation uses and Cedar Creek.

### **View High Corridor Targeted Planning Area:**

Boundary description: City limits on north, railroad and residential subdivisions to the east, Longview Road on the south and View High on the west.

General overview: Development efforts are continuing with the approved Paragon Star project (soccer complex/mixed use development at the View High/I-470 interchange with planned infrastructure improvements also being pursued. The Summit Church (Lee's Summit United Methodist Church) recently completed construction of a new Church at View High and Chipman Rd. Large lot residential



and undeveloped parcels exist along View High Drive. Recent approval of the Village at View High mixed-use development at the northeast quadrant of View High Drive and 3<sup>rd</sup> Street present opportunities for development in this area. Longview Farm continues to see development and redevelopment with construction commencing on a 7 screen B & B Movie Theater and adjacent commercial development. Stabilization work has been completed on the Longview Farm Barns and homes in this area with the overall vision to rehabilitate many of the historic structures of Longview Farm.

**Downtown Core Targeted Planning Area:**

Boundary description: City's Downtown Core as generally defined within the boundaries of Chipman Road, 291 North, and US 50 Hwy.

General overview: The Lee's Summit United Methodist Church continues to be marketed for sale at 2<sup>nd</sup> and Douglas Streets and the former Lee's Summit Journal Building at 5<sup>th</sup> & Douglas Streets is available for re-use. The Downtown area has seen significant investment and activity including completion of the Historic Museum, multiple offerings of dining and drinking establishments and event space. A plan has been approved to convert the former Post Office into a coworking space with many additional opportunities for redevelopment or reinvestment within this targeted area.

**M-291 North Corridor Targeted Planning Area:**

Boundary description: North M-291 Commercial corridor from US 50 Hwy to Colbern Rd.

General overview: The corridor is mostly developed with redevelopment opportunities present. The old Sears building has been redeveloped into an At-Home furnishings store, Hy-Vee Grocery Store expansion and renovation, completion of a new Generation 3 QuikTrip at Mulberry & 291, construction of a new PetSmart store within the Ritter Plaza area near the Wal-Mart. A new Community America Credit Union is under construction where a convenience and gas store once existed. Additional opportunities for redevelopment or reinvestment exist in this corridor.

**US 50 Hwy Corridor Targeted Planning Area:**

Boundary description: US 50 Hwy Commercial corridor from Chipman Rd south and east to City limits.

General overview: This area contains many opportunities for redevelopment as well as new development. Interchange improvements are currently under construction for the South M-291 & US 50 Hwy interchange and the new Blackwell Rd. & US 50 Hwy interchange is nearing completion. Redevelopment opportunities include: Old Lee's Summit Hospital, former Adesa & Calmar sites and mixed-use opportunities including large square footage light industrial opportunities within The Grove (South M-291 & Bailey Road area) which has received preliminary development plan approval. Lee's Summit Medical Center is currently under construction with a 3<sup>rd</sup> floor addition and the Village Cooperative residential project recently completed. With the Blackwell interchange and frontage road improvements there is great potential for new development in the eastern portion of US 50 Hwy however water and sewer infrastructure will likely be challenging south of US 50 towards Smart Road. A lift station would be necessary to sewer the annexed property referenced above.

**South M-291 Targeted Planning Area:**

Boundary description: M-291 South corridor (south of Us 50 Hwy) to the railroad tracks on the east, south to the southern City limits.

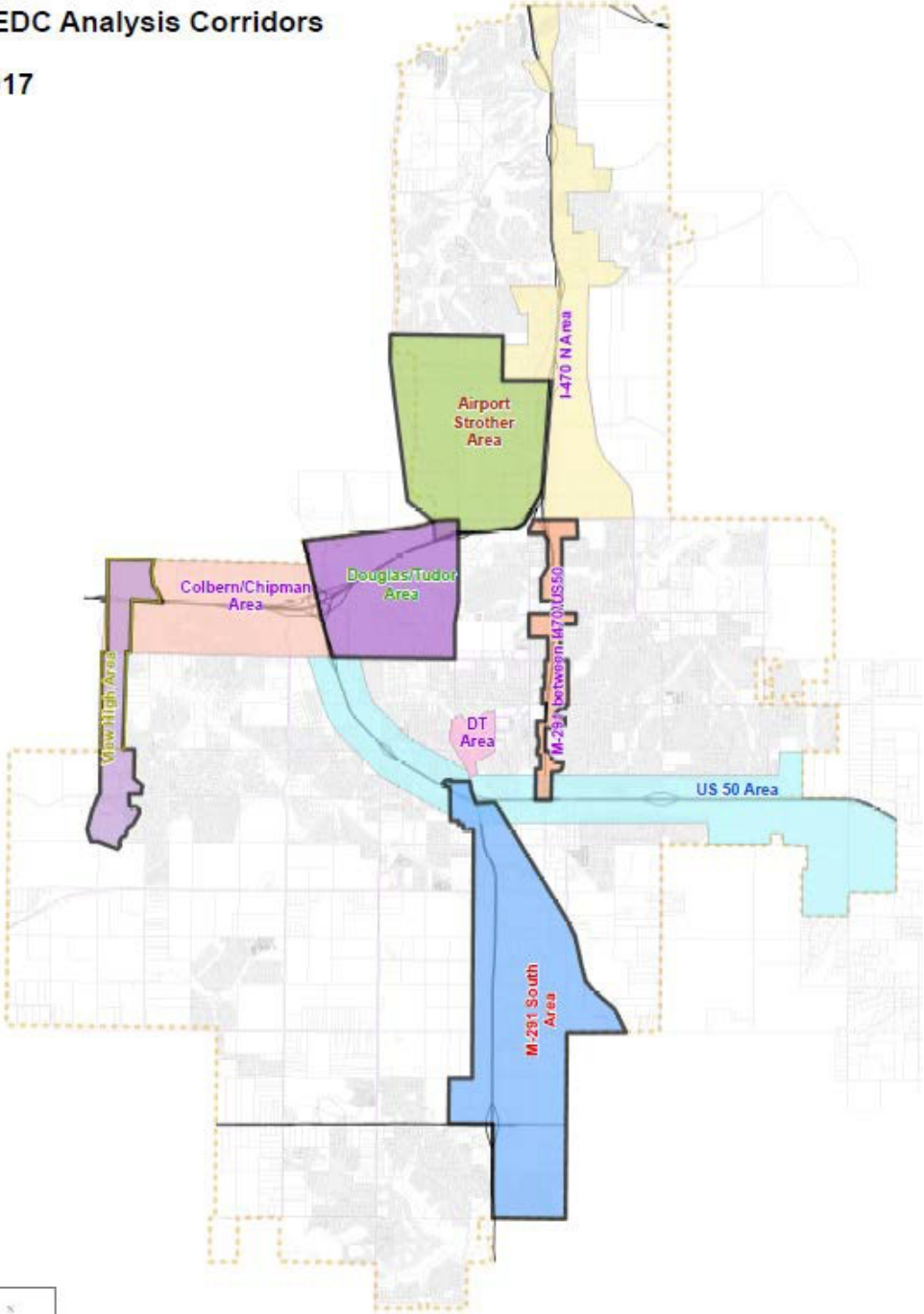
General overview: Redevelopment of the existing Pine Tree Plaza shopping center has recently received approval, and redevelopment opportunities exist with the South M-291 corridor immediately south of US 50 Hwy with the Adesa and Calmar sites and The Grove mixed-use development. A new Wal-Mart opened in March of 2017 north of M-150 on SW Market Street. A significant portion of this planning area lacks sewer, transportation and water infrastructure to support development, specifically towards southern Lee's Summit.

TARGETED AREAS FOR DEVELOPMENT

City of Lee's Summit

CEDC Analysis Corridors

2017





# APPENDIX

## Guidelines & Resources



## COMMUNITY PROFILE

In 2015, Lee's Summit celebrated its 150th anniversary. The sesquicentennial marked the founding of the 11-block area that was the Town of Strother back in 1865. Decades and decades later, Lee's Summit finds itself a booming suburb, just miles southeast of Kansas City.

A town of 97,000-plus that stretches over 65-square-miles, Lee's Summit's proximity to Interstate 470, U.S. 50, Missouri 291 and Missouri 150 make it a regional destination for residents, businesses and tourists; hefty population growth in the last 30 years has been met with a thriving business environment where more than 4,300 businesses call Lee's Summit home. Plentiful educational opportunities exist from pre-k through high-school, the Missouri Innovation Campus and higher education offerings and thriving nationally accredited parks and recreation system in addition to multiple lakes provides dozens of opportunities to stay healthy and enjoy the outdoors.

The City of Lee's Summit, along with vital partners from the Lee's Summit Economic Development Council, Chamber of Commerce and Downtown Lee's Summit Main Street have worked in tandem to market a message that would differentiate Lee's Summit. Our community is our DNA.

Lee's Summit's community spirit approach to business represents a collaborative, pro-business atmosphere, which we (and our business partners) have found to be conducive in attracting and retaining business investment and job creation. We believe this is how it's supposed to be.

### **Demographics**

Like many suburban communities across the United States, Lee's Summit began to experience its transformation from a rural, mostly agrarian community to a suburban community in the decades after the Second World War. As the city grew, its population nearly doubled every decade. In 1980, the population was approximately 28,000. By 1990 the population had reached 46,500. From 1990 to 2000, the city experienced a 53 percent increase in population, and another 29 percent increase from 2000 to 2010. Today, the population is just over 97,000. The median age is 38. The median household income is \$80,494. And, 85% of high school students attend college.

### **Transportation Corridors**

The City is well-served by several interstate, federal and state highways. Interstate 470, which rings the southeastern portion of the metropolitan area connecting Interstate 70 to Interstate 435, dissects Lee's Summit. U.S. Highway 50, and Missouri Routes 291 and 150 also go through Lee's Summit providing access to Kansas City and the surrounding area. Significant road improvements throughout the community over the past 10 years have enhanced safety, alleviated traffic congestion, and opened areas for development. An active railroad still plays a role in the City's transportation, access and development and the recent acquisition of the Rock Island Railroad corridor by Jackson County, Missouri provides additional multi-modal opportunities for connectivity within the region.

### **Employment and Economy**

The City has a broad spectrum of employers including companies that manufacture everything from plastic containers to tools to electronic components. In addition to manufacturing, there is a wide variety of services such as customer service centers for pharmaceuticals and telecommunications firms, data management and processing centers, and educational institutions. There are 16 businesses in Lee's Summit with 250 employees or more, with eight of these businesses employing over 500.

The health sector has become a major component of the Lee's Summit economy with two regional hospitals having been built within the last nine years. Saint Luke's East Hospital, built in 2005, is a state-

of-the-art, 201-bed facility situated on a 40-acre campus on the corner of Interstate 470 and Douglas. Lee’s Summit Medical Center is a full-service acute care facility with 80 beds located at U.S. Highway 50 and Todd George Parkway. In addition to these hospitals, there are numerous physician offices and clinics that have made Lee’s Summit one of the regional hubs for advanced medical care in western Missouri.

The City has seen its retail base increase significantly over the past decade. Summit Woods Crossing, an 800,000 square foot power center, opened in 2001 at the southwestern corner of the Interstate 470 and U.S. Highway 50 interchange. Tenants include Lowe’s, Kohl’s, Best Buy, Target, and Bed Bath & Beyond, as well as specialty stores and restaurants. Summit Fair, a 486,000 square foot open-air life style center, opened in 2009. Anchored by a Macy’s, JC Penney, Dick’s Sporting Goods and H & M, the center also includes several nationally known junior tenants.

**CITY OF LEE’S SUMMIT MAYOR AND CITY COUNCIL**



Mayor Bill Baird

**District 1**



Mia Prier



Hillary Shields

**District 2**



John Lovell



Andrew S. Felker

**District 3**



Phyllis Edson



Beto Lopez

**District 4**



Faith Hodges



Fred DeMoro

**Community Partners**

The City has numerous partnerships to enhance service delivery in an effort to accomplish community and stakeholder goals. In addition to education providers and civic groups, key economic development partners include: Lee's Summit Economic Development Council; Lee's Summit Chamber of Commerce; and Downtown Lee's Summit Main Street.

**Lee's Summit Economic Development Council**

The LSEDC is a public-private sector partnership devoted to improving the economic well-being of residents and businesses in Lee's Summit through its mission: *"To attract and retain business investment and jobs by partnering with allies to create and market a high-quality-of-life, pro-business community."*

The LSEDC provides a wide range of services which are designed to assist those wanting to invest in our community. Services include:

- Site Location Services
- Business Assistance Programs
- Research and Analysis
- Incentive Identification and Application
- Workforce Development

**Lee's Summit Chamber of Commerce**

The Chamber is dedicated to *"... create opportunities for business success through networking and advocacy, as well as business and professional development. We provide leadership by serving as a catalyst for the economic growth and prosperity of the Lee's Summit community."*

The Chamber's singular goal is to ensure that there is no better place to live or do business than right here in Lee's Summit. Services include:

- Tourism Promotion
- Entrepreneur Assistance
- Community and Business Marketing
- Business Development

**Downtown Lee's Summit Main Street**

Downtown Lee's Summit Main Street (DLSMS) is a partner focused on revitalization efforts in four areas: Design; Economic Restructuring; Organization; and Promotions. It is a comprehensive and balanced approach with an underlying goal of promoting and strengthening the downtown core and preserving its historic character.

The mission of Downtown Lee's Summit Main Street is to *"promote and strengthen its economically strong and diverse Downtown Core through a master plan of:*

- *community education and awareness*
- *cooperative utilization of business resources*
- *continuity in design and historical preservation and*
- *continued growth of the economic base"*



## **ECONOMIC DEVELOPMENT POLICY STATEMENT**

The City Council of the City of Lee's Summit is the approving body for all projects that make use of economic development incentives. It is the City Council's responsibility to balance the needs for economic development and a positive financial condition for the provision of City services. The City Council reserves its power to judiciously review the merits of all development projects on a case by case basis. Under no circumstance will incentives be approved without consent from a majority of the City Council.

The purpose of this document is to inform the prospective investor of the types and uses of incentives that are available to fund development projects within the City. Additionally, the policies contained are guiding statements intended to outline processes, procedures, and reflect the general consensus of the Mayor and City Council.

## **OVERVIEW OF FINANCIAL TOOLS AND INCENTIVES**

### **Purpose**

Economic development incentives are a means to reduce or redirect taxes for businesses in exchange for specific desirable actions or investments that might not otherwise be financially feasible. To qualify for incentives, a project must demonstrate an ability to meet the City's targeted outcomes.

## **CATEGORIES**

### **Special Taxing Districts**

The City may establish or approve the establishment of special districts that can impose special assessments and/or taxes in order to pay for public improvements and/or to eliminate blight. These districts are typically geographic areas such as a neighborhood or corridor that are contiguously connected. The most common special taxing districts are Neighborhood Improvement Districts (NID), Community Improvement Districts (CID), and Transportation Development Districts (TDD).

### **Property Tax Abatement**

Tax abatement is offered through a variety of programs geared to job creation, private investment, and redevelopment. Typically, property taxes continue to be paid on land and improvements based on their value prior to the new investment. All, or a portion, of the incremental increase in property taxes is abated for an established period of time. This incentive is sometimes referred to by the respective Missouri Statute as Chapter 99 (Land Clearance for Redevelopment Authority), Chapter 100 (Industrial Development Bonds), or Chapter 353 (Urban Redevelopment Corporation).

### **Tax Increment Financing (TIF)**

All taxes owed and a portion of all of the incremental increase in taxes resulting from the redevelopment is captured and redirected to pay redevelopment project costs. Taxing jurisdictions continue to receive the taxes based on the pre-development value. A Tax Increment Financing (TIF) project may also capture new economic activity taxes after the TIF is approved. All new Business



Personal Property taxes created immediately flow to the respective taxing jurisdictions while the TIF is in existence.

## Definitions and Guidelines

### **Community Improvement District (CID)**

A CID is a separate political subdivision or not for profit organization that can be created for the purpose of issuing bonds, levying taxes and applying special assessments to finance public improvements, public services or blight removal.

Eligible Revenues and Financing Tools: (Authorized by Sections 67.1401 to 67.1561 RSMo.)

- Special Assessments: If approved by owners collectively owning more than 50% of the assessed value, and by more than 50% per capita of property owners in the districts.
- Property Tax: Additional property taxes may be approved by majority vote of qualified voters in the district boundary.
- Sales Tax: Additional sales tax may be imposed up to a maximum of 1% if approved by majority vote of qualified voters in the district.
- Fees and Rents
- Grants, Gifts, or Donations

Common Uses for CID:	
<u>Improvements</u>	<u>Services</u>
Parks Convention Centers Parking Lots Sidewalks Streets Bridges Storm Water Facilities Sanitary Sewer Facilities	Economic, Planning, Marketing or other Studies Waste Collection / Disposal Recreational and Cultural Activities Special Events Cleaning and Maintenance of Public/Private property Security Facility Operation Blight Removal

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

### Guidelines:

- May be used in coordination with other development tools or as a standalone entity. When a CID/TDD/NID is used to create supplemental revenue to support a primary economic tool such as a TIF, the supplement should relate to public benefits. The City discourages the use of CID/TDD/NID when the sole purpose is to remedy private maintenance and repair costs.
- The amount of incentive granted will be determined based upon the merits of the project for a total of up to 1% per \$100 of assessed value or \$0.01 of sales tax revenue.
- If pursuing a blighted CID, public improvements related to the redevelopment project shall be considered a priority.

**Transportation Development District (TDD)**

Similar to a CID, a TDD operates as a separate political subdivision that may be created for the purpose of issuing bonds, levying taxes, and applying special assessments to finance transportation-related improvements.

Eligible Revenues and Financing Tools: (Authorized by Sections 238.200 to 238.275 RSMo.)

- Special Assessments: May be imposed for improvements that specifically benefit properties within theTDD. Majority voter approval is required. More than one special assessment may be imposed within the district.
- Property Tax: May be levied with the approval of at least 4/7ths of qualified voters and may not exceed the annual rate of \$0.10 per \$100 of assessed valuation.
- Sales Tax: May be imposed in increments of 1/8 of 1% up to a full 1% upon approval of a majority of qualified voters.

Common Uses for TDD:	
Bridges Highways Intersections Signalization Bus Stops Hangars Docks Railroads	Roads Interchanges Signing Parking Lots Terminals Rest Areas Airports Mass Transit

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- May be used in coordination with other development tools or as a ‘stand alone’ entity. When a CID/TDD/NID is used to create supplemental revenue to support a primary economic tool such as aTIF, the supplement should relate to public benefits. The City discourages the use of CID/TDD/NID when the sole purpose is to remedy private maintenance and repair costs.
- The amount of incentive granted will be determined based upon the merits of the project for a total of up to 1% per \$100 of assessed value or \$0.01 of sales tax revenue.

**Neighborhood Improvement District (NID)**

A Neighborhood Improvement District (NID) may be created in an area desiring certain public-use improvements that are paid for by special assessments to property owners in the area in which the improvements are made. The kind of projects that can be financed through an NID must be for facilities used by the public, and must confer a benefit on property within the NID.

Eligible Revenues and Financing Tools: (Authorized by Sections 67.453 to 67.745 RSMo.)

- Special Assessments: Financing source comes from the sale of bonds and can be privately funded. Project improvements may be financed with general obligation bonds issued by the City. Maximum bond term is 20 years.
- Bonds: The bonds are to be repaid by special assessments (sales taxes or property taxes) generated from the properties within the district.

Common Uses for NID:	
Property Acquisition	Streets
Gutters	Sidewalks
Water, Gas, and Utility Mains	Street Lights
Parks and Playgrounds	Storm Water Facilities
Sanitary Sewer	Off- Street Parking
Engineering and Legal Fees	Maintenance of the project

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- May be used in coordination with other development tools or as a standalone entity. When a CID/TDD/NID is used to create supplemental revenue to support a primary economic tool such as aTIF, the supplement should relate to public benefits. The City discourages the use of CID/TDD/NID when the sole purpose is to remedy private maintenance and repair costs.
- The amount of incentive granted will be determined based upon the merits of the project for a total of up to 1% per \$100 of assessed value.

**Land Clearance for Redevelopment Authority (LCRA)**

The LCRA Law at Sections 99.300 to 99.750, RSMo, enables municipalities to encourage the redevelopment of real property in blighted areas. The LCRA has numerous powers to undertake land clearance projects to facilitate redevelopment, including the power to provide tax abatements and to acquire and dispose of both real and personal property. The LCRA can develop, reconstruct, rehabilitate, repair and improve all types of public and private improvements and facilities. The LCRA may issue bonds to fund any of its corporate purposes.

Eligible Revenues and Financing Tools:

1. **“Certificate of Qualification” for real property tax abatement:** The LCRA may abate up to 100% of the real property taxes on the incremental increase in assessed value of both land and improvements for up to 10 years. During the abatement period, the property owner continues to pay taxes attributable to the base land and improvement value.
2. **Sales and Use Tax Exemption on construction materials:** The City or LCRA may own the redevelopment property and lease it to the company during the construction period. The company receives a sales tax exemption certificate from the City which is used to purchase construction materials for the project on a tax-exempt basis.
3. **Redevelopment Plan for Extended Tax Abatement:** The LCRA or City may own the project site and lease it to the company for an extended period for the purpose of providing tax abatement. The maximum duration is 25 years pursuant to the Missouri Constitution.
4. **Tailored Incentive Packages:** LCRA powers and incentive tools may be combined in various ways to create a tailored incentive package to meet the needs of unique or large-scale projects. Other incentive tools may be used in combination with LCRA to create an incentive package that suits the particular needs of a project or redevelopment area.
5. **Targeted Incentive Areas:** The City may designate certain areas as targeted land clearance project areas or redevelopment areas. In these areas, the City may invite the development community to submit redevelopment proposals that meet certain investment criteria, employment criteria and other redevelopment parameters in order to receive designated tax abatement or other incentive benefits.

Common Uses for LCRA:	
Land Acquisition Building Construction Blight Clearance Activities	Land Assembly and Disposal Building Rehabilitation, Repair and Reconstruction Public Improvements in Redevelopment Areas

Guidelines:

Pursuant to the statutory purposes of the LCRA Act, the City Council has developed the following guidelines and policy statements for evaluating the requested use of LCRA incentives. The LCRA and the City Council shall assign such weight and consideration to these guidelines as deemed appropriate for each particular application and project. These statements are intended to provide guidance, but do not carry the force of law to bind the City Council on any particular application or requested use of LCRA tools or incentives.

1. **Level of Abatement:** Most favorable consideration will be given to projects that request abatement of no more than 50% of the real or personal property taxes.
2. **Duration of Abatement:** Most favorable consideration will be given to projects where the abatement (a) lasts no longer than needed to provide the minimum amount of abatement to induce the company to undertake the project and (b) lasts no longer than 10 years.
3. **Blight Clearance and Public Benefits:** Most favorable consideration will be given to projects that reduce or eliminate undesirable or blighted conditions on the targeted property.
4. **Tax Stabilization:** Most favorable consideration will be given to projects that immediately generate direct or indirect new tax revenues for the City and other taxing jurisdictions, accounting for sales taxes, personal property taxes, real property taxes, lodging and tourism taxes and franchise (gross receipts) taxes.
5. **Sustainable / Green Development:** Most favorable consideration will be given to projects that incorporate sustainable or green development or renewable or energy-saving practices.
6. **Statement of Need (“But For Test”):** Most favorable consideration will be given to projects where the company proves that (a) the project would not be undertaken without the requested LCRA incentive or (b) the project provides substantially enhanced features or amenities if the requested LCRA incentive is provided.
7. **Size of Project and Total Investment:**
  - a. **Redevelopment** – (1) For certificates of qualification, most favorable consideration will be given to projects that invest at least \$500,000 in total project costs. (2) For all other LCRA incentives, most favorable consideration will be given to projects that invest at least \$5 million in total project costs.
  - b. **Business Expansion** – Most favorable consideration will be given to expansion projects that invest at least 50% of the original project costs after adjusting for inflation.
8. **Company Equity:** Most favorable consideration will be given to projects where the at least 15% of the total project costs is funded from company equity rather than

private bank loans.

9. **New job creation:** Most favorable consideration will be given to projects (a) that create new jobs in the City, which are not relocated from another location in the City, and (b) where the average compensation of such jobs meets or exceeds the average pay of workers in Jackson County, Missouri (see **Exhibit C**).
10. **Job retention:** Most favorable consideration will be given to projects where (a) the company proves that the requested incentive will retain jobs in the City that would otherwise leave the City for another jurisdiction and (b) the average compensation of such jobs meets or exceeds the average pay of workers in Jackson County, Missouri (see **Exhibit C**).
11. **Public Improvements:** Most favorable consideration will be given to projects that cause the construction of public improvements that have a general public benefit.
12. **Targeted Businesses and Industries:** Most favorable consideration will be given to projects that cause the construction of facilities which are targeted businesses in accordance with the Strategic Direction of the Incentive Policy (see page 5).
13. **Historic Preservation:** Most favorable consideration will be given to projects that encourage rehabilitation and redevelopment of structures that are listed on any historic register or within any historic district as defined by local, state, or federal governments.

#### Implementation Conditions

The following conditions will be applied in the approving ordinance or the redevelopment contract, as applicable to each approved incentive:

- **Coordination with Zoning Approvals:** The incentives will be conditioned upon construction and operation of the project as set forth on the preliminary development plan or other applicable zoning approval pursuant to the Unified Development Ordinance.
- **Change in Use:** A change in the use of the property or ownership of the property will trigger a reconsideration and possible revocation of the approved LCRA incentive, unless otherwise stated in the approving ordinance or redevelopment contract.
- **Data Reporting:** The applicant may be required to provide reports about the number of jobs created or retained at the project on an annual basis, the salaries of the workers, the amount of investment, and other criteria as applicable to the project and the requested incentive.
- **No reconsideration:** Unless otherwise stated in the approving ordinance or the redevelopment contract, the approved incentive will not be considered for renewal at the end of the incentive term.

- **Duration of Certificate of Qualification:** Starting in January 2020, the measurement of abatement for certificates of qualification shall be the “targeted amount approach,” meaning that abatement shall last until a stated dollar amount of tax abatement has been achieved and thereafter the property shall return to the tax rolls as fully taxable property, with the property owner making a payment in lieu of taxes in the final year of abatement to achieve the exact amount of approved abatement.
  
- **Amendments to Certificates of Qualification (prior to January 2020):** For certificates of qualification approved prior to January 2020, the original applicant may request to amend the incentive to apply the measurement of abatement as set forth in the prior bullet for the remainder of the abatement term.

**Industrial Development Bonds (Chapter 100)**

Chapter 100 bonds may be used to provide a tax abatement for real and personal property, and to finance.

Eligible Revenues and Financing Tools: (Authorized by Section 27 & 27(b), Missouri Constitution)

- Personal Property Abatement: The City purchases machinery or equipment which allows for City ownership and tax exemption.
- Real Property Tax Abatement: The property is owned by the City during the bond term and thus is exempt from taxes. A payment in lieu of tax (PILOT) agreement may be required to modify the level of abatement.
- Sales Tax Exemption: Purchases of materials used in the construction of the facility may be structured such that the City’s sales tax exemption is used.

Common Uses for Chapter 100 Bonds:	
Land Acquisition Building Construction	Purchase of Machinery or Equipment Building Rehabilitation

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered under the Chapter 100 program will be at an abatement level of 50% over a 10 year period for new development and redevelopment.
- For business equipment/personal property the incentive will be considered at an abatement level of 50% over a 5 year period.
- To qualify for site specific incentives over the 50% base level of participation for the initial 10 years and/or abatement beyond the initial 10 years, the applicant must demonstrate extraordinary qualifications.



**Urban Redevelopment Corporations (Chapter 353)**

Chapter 353 allows for tax abatement of incremental real property taxes provided as an incentive for the clearance, re-planning, reconstruction, or rehabilitation of blighted areas.

Eligible Revenues and Financing Tools: (Authorized by Section. 27 & 27(b), Missouri Constitution)

- Property Tax Abatement: 100% of the taxes on the increase in assessed value of the land and 100% of the taxes on the value of the improvements for 10 years and 50% of the taxes on the increase in assessed value of the land and improvements for the next 15 years. The level of abatement may be modified by an agreement to make payments in lieu of taxes (PILOTs).

Common Uses for Chapter 353 Bonds:	
Land Acquisition Building Construction	Blight Removal Activities Building Rehabilitation

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered under the Chapter 353 will be at an abatement of 50% over a 10 year period for new development, redevelopment, and business equipment expansions.
- To qualify for site specific incentives over the 50% base level of participation for the initial 10 years and/or abatement beyond the initial 10 years, the applicant must demonstrate extraordinary qualifications.

**Site Specific Incentives**

When a development or redevelopment project achieves or delivers the targeted outcomes defined in this document, a site specific incentive may be granted in addition to traditional incentives at the base level amount. These site specific incentives are intended to encourage development projects that have extraordinary qualifications and return on public investment. At least one of the following criteria must be met for consideration.

Extraordinary Qualification Criteria:

- Creates jobs where average compensation meets or exceeds the average pay of workers in Jackson County, Missouri. (See exhibit C)
- Creates additional direct general fund revenue taxes that exceed the amount that is to be abated.
- Rehabilitates structures as listed in any historic register or within any historic district as defined by local, state, or federal governments.

**Development Agreements**

The City of Lee’s Summit negotiates agreements to reimburse developers local taxes that are generated from the development (real property, personal property, and sales). Public purpose must be identified (e.g. public infrastructure requirements, economic development, elimination of blight, etc.).

Traditionally these agreements are used to finance public improvements for which there is already a need but no public funds available.

Eligible Revenues and Financing Tools: (Authorized by City Charter of Lee’s Summit, Missouri)

- Sales Tax Reimbursement: The City may pledge a portion of the new sales taxes expected to be generated by the development to fund infrastructure improvements.
- Developer Participation: In this type of agreement the developer provides partial or total funding to expedite an unfunded public improvement that will benefit the development.

Common Uses for Development Agreements:	
<u>Improvements</u>	
Intersection Improvements Traffic Signals Regional Stormwater Detention Facilities	Street Widening Streetscape Improvements

As permitted by the City Charter listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Sales tax reimbursement will only be authorized to fund public improvement projects directly related to the development.
- Sales Tax Reimbursement shall be limited to funding from the General Fund and base level of participation at ½ cent over a 10 year period for public improvement projects.

**Tax Increment Financing (TIF)**

TIF is an economic development tool that provides a means for local governments to finance the redevelopment of designated areas determined to be blighted or conservation areas (near blight), or economic development areas. TIF allows future increases in real property and economic activity taxes to be captured and redirected to fund the redevelopment.

Eligible Revenues and Financing Tools: (Authorization Sections 99.800 to99.865 RSMo.)

- Payments in Lieu of Tax (PILOTS): The tax increment produced as a result of increased assessed property values over the base level. State Statutes authorizes the redirection of 100% of the incremental increase in property taxes to the TIF special allocation fund. Taxing jurisdictions will continue to receive taxes based on the property values prior to the redevelopment.
- Economic Activity Taxes (EATs): State Statutes authorize the redirection of 50% of the incremental increase in taxes generated by economic activities within the project, such as new sales, utility, food, and beverage taxes.
- Bonds: The City may also issue obligations to pay for Redevelopment Project Costs and pledge the funds in the special allocation fund to retire the obligations. Maximum bond term is 23 years but may be longer when there are multiple project areas that are collectively more than 23 years (maximum of 33 years from plan adoption).

Common Uses for TIF:	
Professional Services	Plans and Specifications
Land Acquisition	Site preparation
Public Improvements	Private Improvements

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered utilizing TIF will be at an amount not to exceed 25% of the total private development costs.
- To qualify for site specific incentives over the 25% base level of participation, the applicant must demonstrate extraordinary qualifications.

### **Site Specific Incentives**

When a development or redevelopment project achieves or delivers the targeted outcomes defined in this document, a site specific incentive may be granted in addition to traditional incentives at the base level amount. These site specific incentives are intended to encourage development projects that have extraordinary qualifications or needs and return on investment. The amount of incentive granted will be negotiated based upon the merits of the project.

#### Extraordinary Qualification Criteria:

- Creates jobs where average compensation is equal to or exceeds the average pay of workers in Jackson County, Missouri. (See Exhibit C)
- Creates additional direct general fund revenue taxes that exceed the amount that is to be abated.
- Rehabilitates structures as listed in any historic register or within any historic district as defined by local, state, or federal governments.

#### Guidelines:

- Sales tax reimbursements shall only be considered for public improvements

## **APPLICATION AND REVIEW PROCESS**

### **Purpose**

A predefined process and procedure will ensure that project review is consistent and efficient in an effort to have a uniform review process.

### **Overview of Application and Approval Process**

If the applicant of a proposed project requests an incentive at the base level, or below, as referenced in the Availability of Incentives matrix, the developer or applicant may proceed with the statutory requirements outlined by each incentive. These statutory requirements may require a presentation to a Tax Increment Finance Commission, a petition process, funding agreement, or blight determination. For more information on these requirements please contact the City Manager's office.

If the applicant of a proposed project requests an incentive above the base level then the following guidelines will be used as the process for the review of the proposal.

### **Policy**

1. Applicants shall notify, in writing, the City of Lee's Summit and may also notify the Lee's Summit Economic Development Council of their intent to pursue a development project that will make use of incentives above the base level. The pre-approval checklist, identified as Exhibit A to this document, shall accompany this letter at the time of submittal. In conjunction with the submission of the pre-approval checklist, an acceptable representation of the proposed project shall be submitted to accompany the incentive request.
2. There shall be pre-application conference(s) with City staff to review the proposal prior to a conceptual presentation to the City Council.
3. After review of the required submittals and pre-application conference(s), a conceptual presentation is made to the City Council to solicit feedback and direction on the proposal. The City Council may provide direction to the applicant and staff directly after the conceptual presentation or may choose to request additional information or presentations to be scheduled at a future regular session meeting of the City Council.
4. Should a request for incentive(s) be determined to require a funding agreement, the funding agreement may be placed on the same agenda as the conceptual presentation or future City Council regular session meeting as appropriate.

## **GUIDELINES FOR DEVELOPERS AND APPLICANTS**

### **Purpose**

To assist in the decision making process, the City of Lee's Summit has identified needed information that will help ensure each project is thoroughly reviewed in its entirety.

### **Policy**

1. At any time, the City of Lee's Summit, may request an independent, third-party review, and financial analysis of the proposed development project. This review may include an analysis of cost and benefits, return on investment, general financials, feasibility, and require legal assistance from the City's Economic Development Counsel. This review /analysis and legal assistance from the City's Economic Development Counsel is to be provided at no cost to the City and is to be structured through a funding agreement similar to the one enclosed as Exhibit B.
2. At any time, the City Council of the City of Lee's Summit, may request review of available credit that may be used by the applicant for the purpose of development.

## GENERAL POLICIES

### **Purpose**

To meet the community's needs and protect resources entrusted to the City by its residents, the City Council may develop policies that regulate economic development for the purpose of maintaining or improving the general welfare of the City.

### **Policy**

1. Before review by the City Council, all proposed projects that are to receive incentives must be consistent with the City's Comprehensive Plan and must comply with all applicable City zoning.
2. The City's 'annual appropriation', or General Fund, guarantee will not be pledged for economic development projects.
3. The City Council will not consider or grant incentives for projects that have received any type of building permit or infrastructure permit. This provision shall not pertain to various permits including:
  - a. Building permits necessary for repairs to existing buildings or their systems in efforts to maintain public safety
  - b. Infrastructure permits necessary for repairs to existing infrastructure in efforts to maintain public safety.
  - c. Demolition permits necessary to maintain public safety
  - d. Land disturbance permits
4. The disbursement of incentives will be subject to an annual evaluation to ensure that the performance of the development project is commensurate with the amount of incentives granted.
5. The City Council will receive comments, or a statement of impact, from the Lee's Summit School District, or any other taxing jurisdiction, if provided to City staff in writing during the review and processing of the proposal.
6. Incentive requests involving the redirection of taxes shall incorporate information to differentiate public vs private improvements/costs within the proposal or project budget.

**Exhibit A**  
**Financial Incentive Pre-Application Worksheet**

DATE: \_\_\_\_\_ APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DEVELOPMENT CENTER

PROJECT NAME: \_\_\_\_\_

**PROJECT TYPE:**

Check all that apply and fill in the SIC/NAICS code, if known.

- Industrial, Manufacturing, Technology      SIC/NAICS code: \_\_\_\_\_
  - New building, no existing Missouri operations
  - New building, other Missouri operations already in existence
  - Expanding existing facility
  - Retaining existing facility
  
- Retail/Restaurant/Hotel      SIC/NAICS code: \_\_\_\_\_
  - New freestanding building
  - New multi-use tenant building
  - Remodel, addition or expansion of existing building
  
- Office
  - New freestanding building
  - New multi-use tenant building
  - Remodel, addition or expansion of existing building
  
- Residential
  - New freestanding residential units
  - New residential units in a multi-use building
  - Remodel, addition or expansion of existing building
  
- Downtown
  - Remodel, addition or expansion of existing building
  - Exterior façade improvement
  - Construction of new building
  
- Other \_\_\_\_\_

PROPERTY FOR WHICH INCENTIVES ARE BEING SOUGHT

Attach map and legal description of property.

ADDRESS: \_\_\_\_\_

CURRENT PROPERTY OWNER: \_\_\_\_\_

WILL APPLICANT BE PURCHASING THE PROPERTY: \_\_\_\_\_ YES \_\_\_\_\_ NO

TOTAL ACRES: \_\_\_\_\_ Building Sq. Ft. \_\_\_\_\_



**INVESTMENT**

Total new investment: \$ \_\_\_\_\_

Acquisition of land/existing buildings: \$ \_\_\_\_\_  
 Annual lease of land/existing buildings: \$ \_\_\_\_\_  
 Preparation of plans, studies, surveys: \$ \_\_\_\_\_  
 Site preparation costs: \$ \_\_\_\_\_  
 Building improvements: \$ \_\_\_\_\_  
 Site improvements: \$ \_\_\_\_\_  
 Utilities/Infrastructure Costs: (streets, sewer, etc.): \$ \_\_\_\_\_

**TIMELINE**

Calendar year in which applicant plans to begin construction: \_\_\_\_\_

Approximate opening date: \_\_\_\_\_

**WAGE & BENEFITS**

	Job Category (executive, professional, clerical, general labor, etc.)	# new full-time employees	# new part-time employees	Average hourly wage/employee
<b>Year 1</b>				
<b>Year 2</b>				

% of health care premium paid for by the employer: \_\_\_\_\_

**TYPE OF FINANCIAL INCENTIVE DESIRED**

TAX REDIRECTION OR ABATEMENT

- Tax Increment Financing
- Chapter 100 Industrial Revenue Bonds
- Chapter 353 Tax Abatement
- Chapter 99 Land Clearance for Redevelopment Authority (LCRA)

Special Assessment, Property Tax, Sales Tax

- Neighborhood Improvement District
- Community Improvement District
- Transportation Development District

Local Incentive Tools

- Sales Tax Reimbursement Agreements
- Cost-Share Development Agreements

**EXHIBIT B**

**TAX INCREMENT FINANCING FUNDING AGREEMENT**

**THIS TAX INCREMENT FINANCING FUNDING AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **CITY OF LEE'S SUMMIT, MISSOURI** (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Company").

**RECITALS**

A. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at the City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

B. The Tax Increment Financing Commission of Lee's Summit, Missouri (the "Commission") was created pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 et seq. (R.S.Mo.1982, as amended) (the "Act"), and under Ordinance No. 3724, adopted by the City Council of the City. The principal office of the Commission is located at City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

C. The Company is a \_\_\_\_\_ engaged in the business of \_\_\_\_\_ with offices at \_\_\_\_\_.

D. The Commission has been requested by the Company to consider a potential plan for economic development-based financing for the Company related to the development of \_\_\_\_\_ (the "Plan"), which Plan may include, without limitation, a tax increment financing plan within the City, in accordance with the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City and, if such Plan is approved by the City, the City and the Commission may be requested to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time, legal, fiscal, planning, transportation and engineering consultants, direct out-of-pocket expenses and other costs, resulting from services rendered in connection with the review, evaluation, processing and consideration applications for tax increment financing assistance authorized by the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City.

F. If the Company's Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocations Fund pursuant to 99.845 R.S.Mo.

**AGREEMENT**

1. Services to be Performed by the Commission and/or the City. The City (or, if directed by the City, the Commission) shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act on behalf of the City or the Commission;

b. Provide necessary staff, legal, financial, engineering and transportation assistance to prepare and present the Plan to the Commission and the City (including all staff reports, consultant reports and other third party reports, analysis and other information) and to permit consideration of the Plan by the Commission and the City, to prepare any resolutions or motions and, if the Commission recommends approval of the Plan, to prepare and present required ordinances to the City Council of the City.

c. Apply to the appropriate local or state agencies, authorities or entities as necessary or as required by the Plan, or as requested by the Company and approved by the City.

d. Provide any other assistance requested by the Company and agreed to by the City in connection with the Plan.

e. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan; and

f. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The City acknowledges receipt of an initial deposit of funds (the "Deposit") from the Company in the amount equal to (1) the Full Funding Level as required in Table 1 based on the incentive amount being requested, or (2) the Minimum Initial Deposit as specified in Table

1. If the amount of the Deposit is in the amount of the Minimum Initial, then Developer shall also deposit with City an irrevocable standby letter of credit (the "Letter of Credit") in an amount equal to the difference between the Full Funding Level and the Deposit. The Letter of Credit shall be in the form attached hereto as Exhibit, and shall be subject to draw by the City as provided herein. The City shall disburse the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance equal to the Minimum Initial Deposit amount. Further, prior to consideration or approval by the City Council of any ordinance, Company shall deposit with the City an amount equal to an amount determined by City staff to be sufficient to cover costs incurred during the City Council process from which additional disbursements may be made as required.

The Full Funding Level is only an estimate of expenses to be incurred through the TIF application process. The Company will be billed for actual out-of-pocket or City authorized third party consultant costs for services as set forth in Section 1. The City shall bill the Company monthly, or at such other interval or times as City shall determine to be appropriate, pursuant to Section 3 to re-establish the Deposit.

Table 1

Incentive Requested:	Less Than \$5,000,000	\$5,000,000 to \$25,000,000	\$25,000,000 to \$100,000,000	More Than \$100,000,000
Minimum Initial Deposit	\$25,000	\$50,000	\$50,000	\$50,000
Letter of Credit	n/a	n/a	\$100,000	\$225,000
<b>Full Funding Level:</b>	<b>\$25,000</b>	<b>\$50,000</b>	<b>\$150,000</b>	<b>\$275,000</b>

3. Additional Funding. The City shall submit from time to time an itemized statement for administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Subject to the remaining provisions of this Section 3, such statements may be submitted upon execution of consultant contracts relating to the Plan or as expenses are incurred by the City in connection with the City's and/or Commission's review and consideration of the Plan. The Company may be billed in advance for the full amount of third party consultant contracts expenses upon approval of the contract by the City Manager or the City Council. The Company shall pay the City the amounts set forth on such statements (the "Additional Funds") within ten (10) days of receipt thereof or before final consideration of the application; provided, however, that as to any amounts billed in advance for any contract or consultant fees, City shall have the right to elect not to execute any such contract or to engage or authorize such consultant or contractor to proceed until such advance billing amount is paid by the Company.

If any such amounts are not so paid when due, the unpaid balance shall accrue interest at the rate of two percent (2%) per month from the date billed until paid, but in no event shall such interest rate exceed twenty-four percent (24%) per annum. Further the Commission and City shall be relieved of any and all obligations hereunder (including without limitation any obligation to review or consider the Plan) until all such amounts (with interest) are paid, or the City may terminate this Agreement pursuant to Section 6.a.

In addition, if such funds (including any advance-billed costs) are not so received, all work by staff and third party consultants on the TIF application shall cease until full payment is made, including penalties, and the fund balance is restored to the Deposit amount as set forth in Section 2 or, prior to any consideration or approval by the City Council, an amount sufficient to cover anticipated costs incurred during final consideration process is deposited as provided herein. Company acknowledges and agrees that the City shall have the right to delay final consideration of the Plan, or consideration or approval by the City Council of any ordinances with respect to the Plan or the projects contemplated therein, until all outstanding expenses have been paid and the fund balance is sufficient to cover all remaining cost anticipated to be incurred by or on behalf of the City through the anticipated conclusion of such final consideration process, including but not limited to meeting expenses, court reporting, attorneys' fees and other third party consultant preparation and attendance.

If at any time any amounts (including advance billings) are unpaid beyond the time periods set forth herein, or if at any time the City shall determine that it desires to hold on deposit the Full Funding Amount, City shall have the right to draw on the Letter of Credit and to hold the amounts so drawn as partof the Deposit.

4. Disbursement of Funds.

a. The City shall disburse the Deposit and Additional Funds for reimbursement for costs to the City on or before the thirty (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund, but only to the extent ultimately set forth in the approved Plan and the redevelopment contract to be entered into in connection with any implementation of the Plan.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the

Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at \$250 per meeting and, upon appropriate itemization, staff time and expenses. In addition, the City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion upon ten (10) days written notice to the Company. Termination by the City shall also terminate any duties and obligations of the Commission and the City with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse all outstanding expenses incurred by the City and/or the Commission pursuant to this Agreement and any monies due and owing to the City and/or the Commission pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within ninety (90) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City and/or the Commission payable hereunder, the Company shall reimburse the City as set forth in Section 3.

7. Subsequent Redevelopers. In the event the Commission or City selects another redeveloper pursuant to a request for proposals or other bid process to carry out the Plan, the City shall require the subsequent redeveloper to assume all obligations of the Company under this Agreement as of the date it is designated as redeveloper and to reimburse the Company for its expenditures hereunder.

8. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City Manager  
City of Lee's Summit, Missouri  
220 SE Green St.  
Lee's Summit, MO 64063

With a copy to:

City Attorney  
City of Lee's Summit, Missouri

220 SE Green St.  
Lee's Summit, MO 64063

To the Company:

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With a copy to:

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Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

**CITY OF LEE'S SUMMIT, MISSOURI**

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

Attest:

By: \_\_\_\_\_  
Its: City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

[COMPANY]

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

Attest:

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

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON )

On this . day of \_\_\_\_\_, 200\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ of the CITY OF LEE'S SUMMIT, MISSOURI, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City and such person duly acknowledged to me that she executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_)
) ss.
COUNTY OF \_\_\_\_\_)

On this . day of \_\_\_\_\_, 200\_, before me, a notary public, appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that said instrument was signed on behalf of said \_\_\_\_\_ by authority of its \_\_\_\_\_ and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

Notary Public

My Commission Expires:  
\_\_\_\_\_



**Exhibit A**

[Date]

Irrevocable Letter of  
Credit Number \_\_\_\_\_

Beneficiary:

City of Lee's Summit, Missouri  
220 SE Green St.  
Lee's Summit, MO 64063  
Attention: City Manager

Ladies and Gentlemen:

We hereby issue in your favor our irrevocable Standby Letter of Credit for the account of \_\_\_\_\_ (the "Company"), for an amount not exceeding in the aggregate U.S. Dollars \_\_\_\_\_ \*\*U.S. \_\_\_\_\_\*\* (the "Stated Amount"). This Letter of Credit is issued to you pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of \_\_\_\_\_, between you and the Company (the "Funding Agreement").

The Stated Amount is available to you, hereunder, against presentation to us of your appropriately completed drawing certificate(s) in the form of Exhibit 1 or Exhibit 2, attached hereto. Only one drawing may be made hereunder.

If a drawing is received by us prior to 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 3:00 P.M., Kansas City, Missouri time, on the same Business Day. If a drawing is received by us after 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 1:00 P.M., Kansas City, Missouri time, on the next succeeding Business Day. Drawing Certificate(s) may be presented hereunder by facsimile transmission (facsimile number \_\_\_\_\_). If transmitted via facsimile, the original of any such transmitted Drawing Certificate shall be immediately sent to us by overnight courier, however, the Beneficiary and the Corporation agree that we are authorized to act upon any facsimile transmission of a Drawing Certificate without the need to follow up for the receipt of the original Drawing Certificate.

If a demand for payment made hereunder by the Beneficiary does not conform to the terms and conditions of this Letter of Credit, we shall give the Beneficiary prompt notice that the demand for payment was not made in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor, and we will upon the Beneficiary's instructions hold any such non-conforming demand at the disposal of the Beneficiary or return same to the Beneficiary. Upon being notified of a non-conforming demand, the Beneficiary may attempt to correct such demand to the extent that they are entitled to do so.

As used in this Letter of Credit "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the state of Missouri are required or authorized by law to close.

This Letter of Credit expires at our office located at \_\_\_\_\_ with our close of business on \_\_\_\_\_, or any extended date as hereinafter provided for; provided, however,

that if on such date you are subject to a court order that prohibits or otherwise restricts your ability to draw on this Letter of Credit, then such expiry date shall be automatically extended without amendment to the date which is thirty (30) days after the date on which such order is dismissed (the "Expiry Date").

It is a condition of this Letter of Credit that the Expiry Date will be deemed automatically extended, without amendment, for successive periods of one year, unless at least sixty five (65) days prior to any Expiry Date we notify you in writing by hand delivery or by courier of our intention not to extend the Expiry Date. Upon receipt of such notice you may then make one drawing hereunder for up to the then available Stated Amount by the presentation to us of your appropriately completed Drawing Certificate in the form of Exhibit 2, attached hereto.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit sets forth in full the terms of our undertaking and any such documents, instruments or agreements shall not be deemed incorporated herein by such reference.

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, the "UCP". It is hereby agreed that Article 41 of the UCP will not apply to this Letter of Credit. This Letter of Credit shall be deemed to be a contract made under the laws of the state of New York and shall, as to matters not governed by the UCP, be governed by and construed in accordance with the laws of the state of New York.

We hereby agree with you that Drawing Certificates drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation to us.

Communications to us regarding this Letter of Credit must be in writing and must be addressed to us at \_\_\_\_\_, specifically referring therein to this Letter of Credit by number.

Very truly yours,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

Exhibit 1 to Letter of Credit Number \_\_\_\_\_

Drawing Certificate

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Your Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

- (1) Demand is hereby made under the Credit for payment of US\$[amount to be inserted].
- (2) The above amount is being demanded pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of \_\_\_\_\_, between us and the Company (as defined in the Credit), and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

**[insert payment instructions]**

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: \_\_\_\_\_  
Name & Title \_\_\_\_\_

Exhibit 2 to Letter of Credit Number \_\_\_\_\_

Drawing Certificate

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Your Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

- (1). The Beneficiary has received a notice from the issuer of the Credit that the Expiry Date referred to in the Credit will not be extended beyond [Expiry Date in effect on the date of the Drawing Certificate to be inserted].
- (2). There are less than sixty-five (65) days prior to the Expiry Date of the Credit and the Beneficiary has not received a replacement Letter of Credit satisfactory to the Beneficiary. The Beneficiary is therefore demanding payment of US\$[amount to be inserted] from the issuer under the Credit.
- (3) The amount demanded will be used to satisfy obligations of the Company (as defined in the Credit) under the terms of that certain Tax Increment Financing Funding Agreement, dated as of \_\_\_\_\_, between us and the Company, and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

**[insert payment instructions]**

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: \_\_\_\_\_  
Name & Title \_\_\_\_\_

## Exhibit C

### Proposed Chapter 100, 353, TIF and LCRA Abatement Guidelines

		Number of Jobs					
		5	7	10	15	20	25
Wages	100% CAW	10 yr / 50%	10 yr / 50%	10 yr / 50%	10 yr / 50% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	105% CAW	10 yr / 55%	10 yr / 55%	10 yr / 55%	10 yr / 55% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	110% CAW	10 yr / 60%	10 yr / 60%	10 yr / 60%	10 yr / 60% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	120% CAW	10 yr / 65%	10 yr / 65%	10 yr / 65%	10 yr / 65% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	130% CAW	10 yr / 70%	10 yr / 70%	10 yr / 70%	10 yr / 70% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	140% CAW	10 yr / 75%	10 yr / 75%	10 yr / 75% + 2 yr / 50%	10 yr / 75% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	150% CAW	10 yr / 80%	10 yr / 80%	10 yr / 75% + 2 yr / 50%	10 yr / 80% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	160% CAW	10 yr / 85%	10 yr / 85%	10 yr / 75% + 2 yr / 50%	10 yr / 85% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	170% CAW	10 yr / 90%	10 yr / 90%	10 yr / 75% + 2 yr / 50%	10 yr / 90% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	180% CAW	10 yr / 95%	10 yr / 95%	10 yr / 75% + 2 yr / 50%	10 yr / 95% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	190% CAW	10 yr / 100%	10 yr / 100%	10 yr / 75% + 2 yr / 50%	10 yr / 100% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%

Base: 10 yr / 50% abatement for companies creating a minimum of 10 jobs

CAW = County Average Wage for All Industries Public & Private in Jackson County, Missouri as determined by the most recent published information from the Missouri Economic Research & Information Center (MERIC)

Job Creation: Number of net new Full Time Employees in 24 months after beginning new/expanded operations