



The City of Lee's Summit
Final Agenda
City Council Special Session

Thursday, June 2, 2016
6:15 PM
City Council Committee Room
City Hall
220 SE Green Street
Lee's Summit, MO 64063
(816) 969-1000

SPECIAL SESSION NO. 2

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

(NOTE: Total time for Public Comments will be limited to 10 minutes.)

2. COUNCIL COMMENTS:

(NOTE: Total time for Council Comments will be limited to 5 minutes.)

3. OTHER BUSINESS:

A. [2016-0251](#) Lee's Summit City Council Long-Term Strategic Planning and Goal Setting

B. [2016-0254](#) CONSIDERATION OF VETOED AMENDED ORDINANCE NO. 7890, entitled AN ORDINANCE APPROVING THE ASSIGNMENT AND FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT TO PROMOTE ECONOMIC DEVELOPMENT ACTIVITIES AND THE SECOND AMENDED TO OPTION AGREEMENT, BOTH BEING BY AND BETWEEN EXERGONIX, INC., WESTCOTT INVESTMENT GROUP, LLC., AND THE CITY OF LEE'S SUMMIT AND PERTAINING TO THE SAME SUBJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

4. COMMITTEE REPORTS (Committee chairs report on matters held in Committee):

5. **COUNCIL ROUNDTABLE:**

6. **STAFF ROUNDTABLE:**

7. **ADJOURNMENT**

Unless determined otherwise by the Mayor and City Council, no new agenda items shall be considered after 11:00 p.m.

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

Packet Information

File #: 2016-0251, **Version:** 1

Lee's Summit City Council Long-Term Strategic Planning and Goal Setting

Issue/Request:

Lee's Summit City Council Long-Term Strategic Planning and Goal Setting

Key Issues:

The City Council membership has changed significantly as a result of the April 5, 2016 General Election. Successful organizations need clear vision and strategic goals from their governing body. The purpose of the June 2, 2016 strategic planning session is to achieve the following outcomes:

- A. Develop a common understanding of how we will work together as a common body serving our City.
- B. Develop a set of expectations regarding how we provide support for our staff leadership's success
- C. Visit the current Vision, Mission, and City Council Goals and revise
- D. Agree upon "next steps" and request staff to develop "Management Action Plans" for each key goal or objective

Proposed City Council Motion:

N/A

Background:

Attached for background information are the following items:

- A. Email Overview
- B. Previous strategic goals set by the City Council in March 2013 with a corresponding status report as of December 2015
- C. Report of March 2013 City Council Strategic Plan
- D. Copy of the LS 360 Community Strategic Plan
- E. "Key Issues" Report Presented by the City Manager to the City Council - Spring 2015
- F. Sample "Management Action Plan" template for potential guide for new goals established by the City Council

Presenter: [Denise Mills]

From: [Stephen Arbo](#)
To: [Nick Edwards](#)
Subject: FW: June 2 City Council Discussing Strategic Planning Session
Date: Wednesday, May 25, 2016 4:01:40 PM

Please use this email as an attachment to the packet form



Stephen Arbo | City Manager
220 SE Green Street | Lee's Summit, MO 64063
816.969.1023 | cityofLS.net | Stephen.Arbo@cityofls.net



From: Stephen Arbo
Sent: Thursday, May 12, 2016 4:26 PM
To: Randy Rhoads
Cc: 'Denise Mills'
Subject: June 2 City Council Discussing Strategic Planning Session

City Council Members,

I am looking forward to working with you as we start our journey together serving the Lee's Summit community. Our City is one of the top places to live in the Kansas City region, the State of Missouri, the Midwest, and the United States! The success of the past does not necessarily guarantee continued success in the future. We will need to work together as a team with a common vision and clear direction if we want to continue our progress.

Based upon my experience as an City Council Member for 12 years and the Mayor for the last 6 years, I have noted the difference in City Council groups who take time for strategic planning soon after new members have been elected versus those who just start dealing with the issues with no sense of priorities or vision. I think we have the opportunity to have an outstanding term together if we plan ahead.

In working with our city staff, we have set aside Thursday evening, June 2, 2016 as a time for us to prepare and plan. I have met with Denise Mills, Leader Fuel Now, who has significant experience in the Lee's Summit community as a strategic planning

facilitator. She understands the City of Lee's Summit values and has been very successful in helping Board of Directors find clarity to lead their organizations.

It is important that we have 100% participation at our June 2 session. If possible, I would like to start at 5:30 to allow ample time for our work. Please take the necessary steps to assure your participation. Our meeting goals are as follows:

- A. Develop a common understanding of how we will work together as a common body serving our City.
- B. Develop a set of expectations regarding how we provide support for our staff leadership's success
- C. Visit the current Vision, Mission, and City Council Goals and revise
- D. Agree upon "next steps" and request staff to develop "Management Action Plans" for each key goal or objective

To better prepare for our work together, Denise has asked that we take a few moments to complete the five questions that are in the following survey monkey instrument: https://www.surveymonkey.com/r/LS_City_Council . She will summarize our responses and use them to build her discussion platform. If possible, please complete the survey by no later than Friday, May 20 to give her one week to assemble our responses.

Denise Mills – Professional Bio

Denise Mills has been involved with the Lee's Summit community in many capacities in the past several years. She facilitated focus groups in the early stages of Lee's Summit's Market Center, is a long time member of the Lee's Summit Chamber, and has been the keynote speaker at many community events. She is founder of her organization, the LeaderFuel Center, and facilitates board meetings, strategic planning sessions, and conducts leadership development programs nationwide. Her clients include Toyota, DuPont International, Duvel USA, the US State Department, and the Committee of 200, to name a few.



Lee's Summit City Council Strategic Vision and Goals



LEE'S SUMMIT
MISSOURI

Yours Truly

City Council Retreat Working Dates of
December 14 & 16, 2012 and March 21, 2013

Introduction

The Lee's Summit City Council Retreat, December 14 & 16, 2012 focused on providing the Council an opportunity to identify strategic initiatives to guide the staff in the future, and to formulate a mission and vision for the City. This retreat was facilitated by Ron Holifield, CEO of Strategic Government Resources and was attended by the Mayor, all Councilmembers, City Manager, and members of the City's management team.

The Retreat Agenda was divided into six major sections including:

1. Team Dimensions Assessment to Provide Insight into Shared Decision Making Styles and Strategies for Improved Decision Making
2. Review and Discussion of Effective Governance Practices
3. Review and Discussion Regarding the Strategic Visioning Process
4. Review of Current Strategic Goals, Values, Mission and Vision
5. Deliberation and Establishment of Strategic Goals for the Future

This report has been designed to generally follow in chronological order the flow of the actual retreat. The language refers to the Mayor and Council collectively as the Council.

Team Dimensions Assessment

Prior to the retreat, the Mayor and City Council members took an assessment called “Team Dimensions” which is designed to assess decision making styles and assist the Council in understanding how they make decisions collectively and individually.

The *Team Dimensions Profile*® identifies various roles that may come naturally to different people in the group.

Creators – generate new ideas and fresh concepts. They prefer to live world of possibilities and look for activities that are unstructured, abstract, and imaginative.

Advancers – communicate new ideas and carry them forward. They focus on the interactive world of relationships and often manage the human part of any solution.

Refiners – analyze ideas for flaws or revise projects systematically. They focus on the objective, analytical world of facts or theories.

Executors - deliver concrete results and seek successful implementations. They tend to be realists who pay attention to details and the bottom line.

Flexers – have an equal preference for most or all of the roles and can often adapt their styles to fit the team’s needs.

In short, the assessment suggested that a majority of the Council is weighted towards “refiners” and “creators”. Overall, many councilmembers seem to have a preference for the Refiner role. Oftentimes, groups with this pattern of results place a high value on logic and accuracy. They tend to be very reflective and perhaps even a little withdrawn or skeptical at times. This may create an environment where competency is very highly valued and people take their time to correctly resolve matters.

Effective Governance Practices

This part of the retreat began with a discussion of systems theory and the fact that the Lee’s Summit City Council is a system. As with all systems, certain behaviors will create predictable outcomes. A healthy governance system enables quality decision making and unhealthy governance systems create unhealthy decision making.

It was noted that any organization should care about healthy governance systems for the following reasons:

1. To increase efficiency, and reduce the time required to take care of business effectively. Unduly long decision making cycles tend to produce bad decisions.
2. To eliminate ambiguity and uncertainty for the council, the staff and all stakeholders. Trust is largely a product of predictability, and in an environment of unpredictability and ambiguity, low trust can result in bad decision making.

3. To help hold the Council as a body and each individual Council Member to higher standards of performance. It is impossible for staff to rise to a higher standard of performance than that attained by Council.
4. To help each individual Council Member take responsibility for their own actions and to make decisions for the good of the community not political power plays. This enables quality decision making.
5. To disagree without being disagreeable expends less fruitless energy. When undue energy is devoted to interpersonal conflict, less energy is available to deal with the major long term decisions that need to be wrestled with, thus leading to poor decision making.
6. In short, to enhance the quality of decisions you make and dramatically increase the significance of the impact those decisions have on the future

Following the “Why Care” discussion, the focus shifted to major challenges every governing body encounters to governing effectively. The key to success is confronting these challenges. The major items discussed include, but were not limited to, the following major challenges to effective governance:

1. Lack of clear mutual mission and vision
2. Lack of well-done agendas and packets
3. Lack of a culture of mutual respect
4. Lack of respect shown to the team with outside parties
5. Focus on management instead of governance
6. Lack of understanding of governance role and responsibilities
7. Lack of respect for staff from the dais
8. Lack of well-designed governance processes that are strongly enforced
9. Lack of mutual respect from the dais.
10. Lack of routine and effective long term thinking

Following the “Major Challenges” discussion, the focus shifted to the characteristics of an individual Council Member who governs effectively including:

1. Respects and communicates with each other and with staff, as well as with key constituencies
2. Doesn't judge motives prematurely

3. Doesn't disrespect staff, fellow Council members or citizens
4. Develops loyalty to the Council/Manager team as a cohesive group
5. Doesn't play "gotcha" with each other or with staff

Following the "individual characteristics" discussion, the focus shifted to the organizational characteristics of a governing body as a team which governs effectively including:

1. Takes a broad view of complex issues – doesn't seek perfection
2. Helps keep the organization focused on its mission, vision and core values
3. Emphasizes strategic planning and priority setting as a foundation for decision making
4. Constantly encourages councilmembers' education and self-evaluation
5. Holds staff accountable
6. Holds themselves and each other accountable to the adopted governance policies and to a culture of respectful interaction from the dais and elsewhere
7. Willing to lead despite opposition, while understanding the cost of decisions

Following the "governing body as a team" discussion the focus shifted to governing body roles and responsibilities including:

Five Areas of Responsibility for the Governing Body

1. Formulating the Mission, Vision, Values and Strategic Goals
2. Ensuring the financial health of the organization
3. Promoting efficient and effective management and systems
4. Ensuring quality of services
5. Monitoring governing body and organizational effectiveness in advancing the mission and in making the vision a reality.

Seven Governing Body Roles

1. External Communicators – protecting the integrity of the process more than any given decision
2. Internal Communicators – effectively listen to the community and serve as a compass to staff

3. Fiduciary Overseers – ensure that systems are in place which build trust among all stakeholders
4. Policy Developer – ensure that appropriate and effective policies are in place governing all aspects of the organization and ensure the pursuit of the mission not preservation of the status quo
5. Information System Overseer – make your decision making evidence-based and ensure that information systems in place produce good data
6. Priority Enforcer – ensure that the organization is doing things right AND is doing the right things
7. Strategic Visionary – define the mission, articulate core values, decide what you want to become, define what you want to achieve, understand where you are now, determine how to get to where you want to go

Following each discussion, one section of a *'Polarity Assessment'* was distributed for the Council to self-assess where the current governance environment was operating along the spectrum of two descriptors on each end describing a very healthy governance environment and an unhealthy governance environment.

Following the “role and responsibility” discussion, each Council member tallied their score for each section and then tabulated a combined score on all three sections of the overall Governance Polarity Assessment Scale combined. The gross scores for each Council Member were then reported and averaged to create an overall average score.

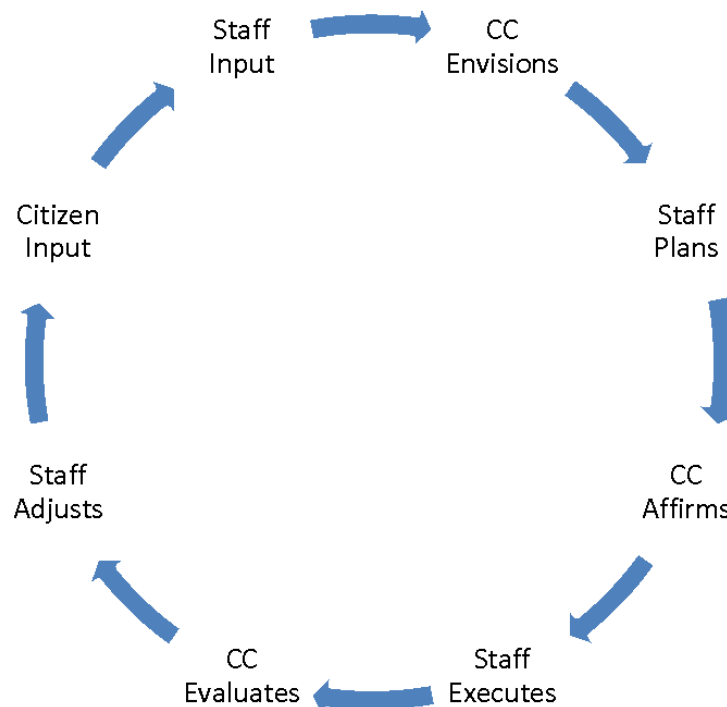
The overall average score fell in the 301-400 range. The descriptor for this range reads as follows:

Service on the governing body does not have to be this painful. Most of your pain is self-inflicted by the team. Lip service may be given to your governance policies, but they are frequently ignored or violated for political expedience. Violation of governance policies is justified in the mind of the violating member due to their commitment to the issue above their commitment to the integrity of the process. The team tends to divide along political lines frequently. Personal resentment may lie beneath the surface of policy discussions. Lashing out at staff is common. Outside assistance is needed to help take your governance culture to a healthier level. Attention needs to be given to your systems as well as your commitment to a healthy governance culture. The premier question is whether the governing body wants to have a healthier governance culture, or whether they want to keep fighting.

Strategic Visioning Process

Strategic Visioning is distinctly different from either strategic planning or visioning. Strategic planning is often unduly influenced by the current state, and focuses on moving incrementally forward from that current state. Strategic planning is beneficial, but strategic planning frequently fails to provide breakthrough opportunities to change a community's destiny. On the other hand, visioning is often unduly influenced by grand visions of the future which may not adequately be based in evidence based assessments of what is realistically achievable. Both extremes are linear in their approach and tend to produce the same practical outcome... expensive consultant studies which sit on a shelf but never have a major impact on shaping the future of the community.

By contrast, Strategic Visioning is designed to create a bold vision of the future AND provide a very practical road map to make your vision a reality, while providing a reliable system for constant feedback and course adjustments. Instead of the linear approach of traditional strategic planning, the diagram below visually portrays the Strategic Visioning loop.



The Pillars of Strategic Visioning

Strategic Visioning builds upon 5 Pillars. These pillars support and give structure to both the process and the product. These include:

Strategic Thinking

The City Council is responsible for thinking strategically about the future and developing an inspiring vision that creates excitement and establishes the direction for the city as it moves toward the future. This is best accomplished in a retreat setting with a series of well-designed questions with professional facilitation which helps the Council engage in deep and meaningful discussions regarding the future.

Business Analytics

Good decisions demand good data. The more complex the issues are, and the longer term the horizon for the vision, the more critical it is to have good data to work with. Good data is not enough: the organization needs to be capable of interpreting and analyzing the data, as well as communicating it in easy to understand and compelling ways. This input includes an accurate analysis of current and anticipated trends, crucial issues, a fiscal forecast, the current comprehensive plan, and input from both staff and citizens.

Planning and Execution by Staff

Staff is responsible for developing and executing on action plans to achieve the Council's vision. These plans are developed in a feedback loop with the Council, so that there is clear understanding of the Council's vision, the mutually agreed upon goals, and the action plans to accomplish those goals.

Continual Alignment

To translate it from dream into reality, the vision must be in alignment with the city's purpose, its core values, and the master plan, as well as the real and perceived needs of the citizens. In turn, the goals, the objectives, and the tasks must be in alignment with the vision. Creating alignment with the annual budget and the Strategic Vision is critical to empower the city to accomplish the vision. Once alignment is achieved, leaders must be diligent to maintain alignment, including continuing adjustment of the vision based on new information, changing situations and new insights.

Communication and Feedback

A constant flow of communication and feedback must be maintained between Council and staff in order to maintain alignment, evaluate performance, and make necessary adjustments due to changing factors. This enables the leadership to keep the vision relevant, empowering and achievable.

Review of Current Mission, Vision, Values and Comprehensive Plan Five Overriding Principles

Existing Mission, Vision, Values

The Lee's Summit City Council had not previously formulated mission, vision, or values statements. In the absence of this guidance, city staff operated by focusing on the mission and vision statements created during the *LS360° Charting Tomorrow* community strategic planning process. This vision statement was created by stakeholders, community leaders, residents, city council members, and city staff who participated during the 2009 planning process.

The City Council reviewed and discussed the LS360° Vision Statement and generally agreed that it was a good statement. However, the consensus was that the term 'destination city' be replaced with 'distinctive city'. Additionally, the City Council expressed a desire to create a vision statement that collectively expressed the vision for the City Council.

LS360° Vision Statement

Lee's Summit is a sustainable and vibrant city with a dynamic spirit of cooperation among its diverse citizens, businesses, organizations, educational systems and governments.

Through comprehensive community planning and regional collaboration, Lee's Summit enjoys economic independence and a high quality of life as a recognized distinctive city.

City Council Vision Statement

As the elected body of the City of Lee's Summit, Missouri, we are collectively in pursuit of;

A culturally rich community with diverse economic sectors to create a prosperous and dynamic community in perpetuity.

Strategic Goals for the Future

Goals express and define future desired outcomes and are intended to guide decision making and behaviors. Goals are developed during the strategic visioning process which enables the City Council to strategically identify future direction. This continuous improvement process allows for goals to be modified, refined, and aligned to the City Council's vision.

Recommended Goals

These recommendations are based upon the Effective Governance Practices Presentation, the Council's *Team Dimensions Assessment*®, interviews, and council retreat discussions.

1. Determine the preference to operate in the governance model versus the political model. Council governance practices should be formally adopted that reinforce and support the type of governance culture the Council desires to establish.
2. Establish an environment that consists of healthy positive relationships to establish decorum and strengthen relationships between Councilmembers, the City Manager, and city staff through improved governance dynamics, while preserving a commitment to vigorous debate.
3. Establish clear policy expectations through an ongoing and routine strategic visioning process allowing for continuous improvement and ongoing refinement of council priorities to ensure vision alignment.
4. Develop standards for analysis and documentation that accompanies council meetings to ensure that staff presentations are aligned with Council's vision.
5. Emphasize citizen engagement and participation from the community.
6. Educate and include new council members in past and future visioning processes.

Goals developed by City Council

I. Improve the development and maintenance of infrastructure

Action Steps:

- Explore options for how projects can be accelerated.
- Provide a periodic update of infrastructure improvements
 - Update the Thoroughfare Master Plan
 - Establish a communication plan for infrastructure projects
- Review, adopt, and implement policies that ensure the development of quality infrastructure.
- Expand information technology based infrastructure

II. Embrace a culture that promotes aggressive and bold decision making

Action Steps:

- Develop an economic development strategic plan
- Commit to an effective governance model and continuous improvement process
 - Plan semiannual Council retreats and strategic visioning retreats
 - Communicate Council priorities and vision to stakeholders
 - Contextualize long term decisions that may not garner short-term political support.

III. Attract and retain “knowledge-based employers”

Action Steps:

- Establish policies, guidelines, and continually seek best practices for economic development activities.
- Establish performance measures for economic development
 - Measure performance of these employers using the State's 'quality job' definition. Measure the ability to attract these employers.
- Partner with higher education institutions create to help attract "knowledge-based employers."

IV. Preserve and enhance residential developments

Action Steps:

- Measure and monitor the real estate tax value of neighborhoods
- Provide solutions and choices to maintain and improve assessed valuation
 - Research and implement code enforcement programs that protect housing values
- Enhance role of City as a community connector

**Lee's Summit City Council
Strategic Vision and Goals
City Council Retreat**

Yours Truly



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

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From: [Stephen Arbo](#)
To: [Nick Edwards](#)
Subject: City Council Goals - Update
Date: Wednesday, May 25, 2016 4:11:44 PM

I. Improve the development and maintenance of infrastructure

The following is a list of street, bridge, sewer, and water projects that are currently under design or in a construction phase. The list illustrates the complexity of work that is performed throughout the City. The S291 and Blackwell Road interchanges are managed by MoDOT but would not have been possible without the funding concepts developed and supported by the City Manager's office:

- South M291 Interchange with US Hwy 50
- Bailey Road, M-291 to Hamblen Road
- Blackwell Road Interchange with US Hwy 50
- Independence Avenue and Town Centre Blvd Intersection Improvements
- Jefferson Street, Persels Road to Stuart Road
- Lee's Summit Road, Colbern Road to City Limits
- Longview Road & Pryor Road Traffic Signal
- Orchard Street, Douglas Street to Independence Avenue
- Second Street Corridor Improvements
- Strother Road, Lee's Summit Road to Independence Ave
- Ward Road, M150 to Raintree Parkway
- Earthwork 18-36 & West Parallel Taxiway Extension
- Extend North Parallel Taxiway
- Continuation of Stormwater Infrastructure Improvements (2007 Bond Issue)
- Bogg's Hollow SSES & I/I Rehabilitation
- Cedar Creek Interceptor Improvements
- Sanitary Sewer Rehabilitation – Relining, Manhole Rehab, Tap Repairs
- South Prairie Lee/Scruggs Road Pump Station EFHB
- SCADA Radio Communications
- Rehabilitation of water mains on:
 - SW Industrial near Jefferson
 - SW Sampson from Scherer to 2650' South
 - SW Windemere from Lido to Windmill, Lido/Brille to Windemere, Windmill Lane
cul-desac
 - East end of Daney Drive
 - NE Darwin from Florence to Corder
 - NE Forest from Eastridge to Grand
 - SE Melody from Bayberry to 7th Ter and 7th Ter from Melody to

Richardson

- Murray Rd from John Knox Village Pavillion to 3rd St.
- SW Sampson from 14th to Surrey Trace and Surrey Trace from Sampson to Viceroy
- NE Coronado, Balboa, Magellan and Columbus
- NE Victoria Dr from Stanton to Reed Crossing and NE Victoria Ct.
- Village Fair Phase 1
- NE Weswind from Chipman to Swan

Our community can see other signs of continued infrastructure maintenance and improvements throughout the City. Examples of these programs include the crack sealant program, slurry seal and micro-seal programs, , sidewalk replacement, and curb repairs.

II. Embrace a culture that promotes aggressive and bold decision making

- During the last 10 years, the City of Lee's Summit has played the leadership role in garnering regional support for the purchase of the inactive Rock Island Railroad Corridor. Last year the City Manager helped to garner support for an initial \$10M in Surface Transportation Program (STP) Federal Funds as seed money for the RIRR Corridor purchase. . This created new opportunities for the recently announced partnership between KCATA and Jackson County to issue bonds for the remaining funds to purchase the right-of-way.
- During the last several years, the City Manager has played a key role to work with development interests that may ultimately create a regional entertainment venue at View High drive. Relating to the Rock Island Railroad, the City Manager has also played a key role through his activities at MARC to have the View High / I-470 area designated as a potential transit location.
- With the direction of the City Council, the Lee's Summit Economic Development Committee, and staff leadership, together we were able to prepare an economic development strategy that includes the identification of key target areas and an economic development policy. This policy and identification of target areas has helped to garner new investment interest in our City.
- Through the creation of partnerships, the community built the first major gateway monument at View High Drive and I-470. Much of this work was coordinated through the City Manager's office and was done with minimal cost to the City of Lee's Summit. In addition, to this gateway monument, the City Manager created a private/public partnership opportunity to install a small entryway monument/wall to the downtown gateway at Chipman Road.
- Reached tentative agreement to increase the total water supply capacity to 32.5 million gallons per day (MGD) by adding an additional 5 MGD of supply. This agreement should secure the long-term growth demands for water supply. This concept was a result of the City Manager's working relationship with the former City Administrator of Harrisonville and creating the opportunity to purchase that

- City's unused capacity from the Kansas City Water Utility.
- City staff and citizens have continued to advocate the expansion of the Land Clearance for Redevelopment Authority (LCRA) to create key economic development corridors in order to attract and retain businesses and employers. This economic development tool has been important regarding retention of existing "small-employers" that are not able to meet the high threshold related to Chapter 100, Chapter 353, and TIF.
 - The first phase implementation of the Development Center has been very successful and is largely due to our former Assistant City Manager, Daren Fristoe, as well as our current Assistant City Manager, Mark Dunning. The City Manager's Office continues to provide the leadership and support for this concept. At this time, a second, final phase to accomplish the full implementation of the Development Center program will be presented to the City Council in December 2015.
 - The "Truly 150!" program has required over two years of work with a dedicated base of volunteer leaders including private fund-raising of approximately \$130,000. The initial concepts, leadership recruitment, encouragement, and coordinating efforts have depended on the resources of the City Manager and his team. The creative approach of commissioning a sculpture to contain the time capsule is another statement regarding the progressive thinking of our City. In total, there will be eight special events during 2015 to mark the sesquicentennial of our community.
 - The City Manager will be presenting the conceptual points to move the City of Lee's Summit from a public-operated landfill to a private-sector operation that will also allow the transition to the creation of a transfer station. Despite significant resistance internally from certain City staff members, the City Manager was the key lead person to negotiate a relatively low-risk agreement for the City.
 - Since the City Manager's initial employment in 2001, he has been instrumental in developing the strategy to continue the progress for the ultimate expansion of the Lee's Summit Municipal Airport, this included the development of the "Business Plan", using the Brisben Property Funds for the City's local federal fund match, and identifying non-general fund sources to complete the airport expansion work. New private interest and investments are already evident as a result of the airport's pending upgrade status.

III. Attract and retain "knowledge-based employers"

- In December 2015, Cerner Corporation will be presenting an investment plan that includes the purchase of the North Building located at Summit Technology Center and the potential investment of \$400M+ of data equipment at that location during the next 10 years. The City Manager was the lead staff member in negotiating the Chapter 100 program to be considered by the City Council. This investment program will create a sizable benefit to all of our taxing jurisdictions while attracting Cerner's sizable investment to our community

through the purchase of a building and installing data equipment. Related to this outcome will be the retention and creation of technology-based jobs. Cerner has indicated less than 10 new jobs will be added initially with a potential growth of 75 new jobs over the next 5-7 years.

- The City Staff in conjunction with LSEDC representative took proactive steps to prevent the relocation of Viracor to Johnson County, KS. The City Manager quickly responded to this information and provided a comprehensive incentive program for the City Council's consideration. Although the final decision has not been made regarding this important industry and employer, we are aware that our swift action and creative offering of the Tudor Road property and an aggressive Chapter 100 program has allowed us to remain under consideration.
- The City Manager's Office has also played an instrumental role in the attraction of Fike Industries. Fike has purchased 30+ acres in Lee's Summit, MO with the intention to relocate from Blue Springs, MO. The ultimate goal is to build a facility of approximately 415,000 sq. ft. and 500 existing jobs, with the potential growth of an additional 100 jobs paying an average wage of \$36.00 hour.
- Although we have had some challenges in getting started with the City's Market Center of Ideas, the City Manager's Office has assigned staff and resources to continue our work together on this concept. We are looking forward to the final recommendations of the citizen task force and adoption of a plan by the City Council.
- The City also took innovative steps in 2013 through the annexation of Unity Village territory and developing a creative agreement between the Village of Unity, Unity School of Christianity, and the City of Lee's Summit to create new development sites. During the last year, the Blue Parkway and Colbern Road realignment has been completed and the new area is being actively marketed. In conjunction with this project is the available property due west of St. Luke's East Hospital. City staff has been engaged in conversations with potential development interests that could either strengthen the presence of an existing "knowledge-based" employer (St. Luke's System) and/or create a new investment by a different employer.

IV. Preserve and enhance residential developments

- Summer 2015 the city staff presented a very complex but successful project that will allow a major reinvestment in John Knox Village. This investment will reverse the loss of market and deterioration of existing structures. Based upon the past success of the Chapter 353 program for Apartment Buildings, city staff and the developer crafted a concept that will allow the incremental cost to remove blight while protecting the tax base for taxing jurisdictions.
- The soon-to-be-completed Orchard Street reconstruction including new storm water systems and sidewalks, will mark one of the first of hopefully many older neighborhood investments through Capital Improvement initiatives. This project was very challenging due to the number of property owners, conflicting utilities, and the need to provide good access to the residents during the construction phase. This project is an outstanding symbol of how a progressive growing suburb can continue to invest in older neighborhoods.

- The City Manager has provided both personal time and resources as well as professional support to the Downtown Lee's Summit Main Street organization. The strength of our downtown community plays a critical role in the health and vitality of the surrounding traditional neighborhoods.



Stephen Arbo | City Manager

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Lee's Summit 360° *Charting Tomorrow*

Key Performance Areas

- ° Education
- ° Economic Development
- ° Health & Human Services
- ° Local Government
- ° Quality of Life
- ° Transportation

2009 STRATEGIC PLAN

Lee's Summit 360°: Charting Tomorrow

August 6, 2009

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Forward

Over the last forty years, the City of Lee's Summit has grown into one of the largest cities in the Kansas City Metropolitan area. This growth has been effectively managed not only through the leadership provided by the Mayor and City Council, but also through the vision and goals established by the *Lee's Summit: 21st Century* strategic planning process in 1993 and later updated in 1998. Many of the things that have come to mark the high quality of life in our community and the excellence of service from the City were a result of these processes. These include new City facilities such as the police headquarters and City Hall, and new boards and commissions that help guide such community initiatives as the arts and human relations.

As the goals from the 1993 and 1998 *21st Century* Strategic Plans have now been accomplished, the Mayor and the City Council requested that a new long-term Strategic Plan be established, which would serve as a guide for the future long-term growth and sustainability of Lee's Summit. With facilitation from the National Civic League (NCL), a highly diverse group of individuals from around the Lee's Summit community gathered together to formulate this plan over an 11 month period. These individuals worked together to create a plan that would serve the common good of every Lee's Summit citizen.

As the first step in this process, the Mayor with advice and consent of the City Council, appointed 11 individuals in May of 2008, to serve on the Initiating Committee. The Initiating Committee worked with NCL to address the strategic planning project logistics, and to help ensure that the actual planning phase of the strategic planning process ran smoothly. This committee was assigned four primary tasks: selecting the project name, identifying potential stakeholders who would have the task of creating the strategic plan, finding a location that could host the meetings, and establishing the organizational committees.

Project Name Selection: *Lee's Summit 360°: Charting Tomorrow*

The committee believed that this plan for the future should take a fully panoramic approach to looking at the City of Lee's Summit strengths, weaknesses, opportunities, and threats, thus, the committee selected "*Lee's Summit 360°: Charting Tomorrow*" as the project name and tagline.

Meeting Site: Due to the large size of the Stakeholders Committee and thanks to the generosity of Dr. John Faulkenberry, Dr. David McGehee, and the R-7 School District, the Initiating Committee chose the Lee's Summit High School Cafeteria for the meeting location. As the meetings would also require several smaller breakout rooms to be available, this location was ideal.

Project Structure: Four subcommittees were formed that assisted in the organization of the process: the Coordinating Committee, Outreach Committee, Writing Committee, and Research Committee. These groups played a significant role during the stakeholder process by supporting the efforts of the Stakeholders during the process. In addition, this committee selected Co-Chairs for *Lee's Summit 360°*, Jon Ellis and Vicky Cundiff.

Identification of Stakeholders: Finally, the Initiating Committee identified and recruited a diverse group of residents to participate in the process that a) represent organizations that may be responsible for implementation of tasks, b) would be key stakeholders in the development and implementation process, or c) could be directly affected by the action items.

On September 16, 2008, the efforts by the Initiating Committee and the four sub-committees were rewarded as the Stakeholders Committee kicked off one of the largest strategic planning processes that the National Civic League has ever undertaken. This group of citizens worked together every three weeks for eight months to produce a strategic plan that would outline the needs and expectations for the Lee's Summit community over the next 10 - 15 years. Throughout the process, Derek Okubo from the National Civic League worked with Co-Chairs Jon Ellis and Vicky Cundiff to provide education on strategic planning for the committee while engaging participants to proceed in open collaboration and partnership during discussions.

Through hours of open debate, discussion, and collaboration among stakeholders, six Key Performance Areas were identified as the main areas of emphasis for the strategic plan. The plan is divided into six key performance areas (KPA): Economic Development, Education, Health and Human Services, Local Government, Quality of Life, and Transportation.

Due to the dedication and cooperation of the 163 stakeholders of *Lee's Summit 360°* and their ability to maintain free and open dialog, a comprehensive long-term strategic plan was created for the common good of the community. This plan will guide the decision making process of City leaders over the next 10-15 years. On March 31, 2009, the entire *Lee's Summit 360°* committee was able to reach a consensus on the final plan, and requested that the Writing Committee create the document that would be presented to the Mayor and City Council on May 7, 2009, for review. Throughout the following summer, the City Council and the Co-Chairs of each KPA worked together over several City Council meetings to create the final report that would serve as the long term strategic plan of the City.

The final phase of the strategic planning process will be the actual implementation of the plan. The Mayor will appoint the Implementation Committee once the final plan is adopted by the City Council. The Implementation Committee will be charged with reviewing the plan, further clarifying the goals and strategies and initiating the action steps.

Letter from the Co-Chairpersons

Fellow Citizens:

We have been honored to be the co-chairs of the “*Lee’s Summit 360°: Charting Tomorrow*” strategic planning process. This is the third time the City has undergone a strategic planning process through the efforts of interested citizens from the community. The two previous processes have proven to be very successful. The Lee’s Summit community pulled together and joined this current team of stakeholders in record numbers, representing the diversity of our citizens.

There were 167 participants who devoted countless hours to updating the vision for our community and educating themselves and other stakeholders on the current standings of our City in every facet. They used the gathered information to determine the issues that are impacting, or will impact, our community over the next 10-15 years. This final document will help guide our entire City’s leadership for years to come.

The stakeholders deserve a big thank you for their commitment of time, energy, and knowledge. Also impressive was the spirit of cooperation with all members of the large group. Their diverse backgrounds and ideas were collaborated to reach a common vision for the future of our community.

The City and the Staff went above and beyond to provide the forum for this process to take place. The administrative leadership of Lee’s Summit deserves great thanks for their proactive efforts by involving the citizens in such a positive, community-wide effort.

We would like to thank Derek Okubo of the National Civic League, who kept this very large group on task and motivated. He provided us with the guidance to go from being 167 individuals with many different agendas to one group with a common vision.

Thank you also to the many sponsors that helped make our time spent together more comfortable and enjoyable. Our community of philanthropists has again worked together as a team to build our community stronger. As always, their generous efforts are greatly appreciated.

We are reaching a population of 100,000. The vision of *Lee’s Summit 360°* is for a dynamic spirit of cooperation among our diverse citizens, businesses, organizations, educational systems and governments. We will work to continue to enjoy economic independence and the high quality of life we have come to expect. We can achieve this through comprehensive community planning and regional collaboration. It is apparent that our community thrives because of the involvement of our citizens and we encourage every citizen’s ongoing efforts that will make our hometown continue to shine as a leader.



Vicky Cundiff
Co-Chairperson



Jon Ellis
Co-Chairperson

Process Description & Milestones

In order to better engage the members of the *Lee's Summit 360°* Strategic Planning Committee, the National Civic League divided the planning process into three phases:

- *Establishing a vision statement that outlines the desired future of the community*
- *Conducting a community scan and identifying trends*
- *Selecting Key Performance Areas (KPA's) and Action Planning*

Vision Statement (Phase 1)

The first phase of the process allowed stakeholders to have general discussions about the goals and expectations for the strategic plan, and how the plan will affect the outlook of the community in the future. Through open discussion, members created a vision statement for the community which will reflect how the community will be in 10-15 years if it is at a state of excellence as a high functioning optimal community for residents, visitors, and businesses. Reviewing and enhancing the vision statement presented an avenue for people holding different perspectives to openly discuss their commonalities and to recognize that despite their differences, they still share a common vision of the community.

Based on these discussions, the Writing Committee developed an all-encompassing vision for the strategic plan which guided the entire planning process. Set in the future tense, the statement describes what the City of Lee's Summit will look like in ten years if the strategic plan is successful. This vision statement was approved by the committee on November 18, 2008.

Lee's Summit is a sustainable and vibrant city with a dynamic spirit of cooperation among its diverse citizens, businesses, organizations, educational systems and governments. Through comprehensive community planning and regional collaboration, Lee's Summit enjoys economic independence and a high quality of life as a recognized destination city.

Community Scan and Trends (Phase 2)

The second phase of the strategic plan helps stakeholders identify and develop an understanding of the trends and issues that impact the community. This analysis includes a discussion of the community's "likely future," should no changes or interventions take place in dealing with the current trends. Two reports were completed and provided all members with background information on a variety of areas and topics in the City.

First, Derek Okubo performed a Civic Index survey of *Lee's Summit 360°* members, identifying the strengths and weaknesses of government and nonprofit entities in Lee's Summit. The survey consisted of a wide variety of questions pertaining to communications, citizen involvement, diversity, community vision, and many others. The survey results were very positive and reflected the highly involved nature of the *Lee's Summit 360°* stakeholders in local government, school systems, and nonprofit organizations.

Second, the Research Committee compiled an extensive community assessment presentation on areas previously identified during the vision process. This included: economic development, diversity, health and human services, school systems, transportation, and regional cooperation. Through this presentation, the Research Committee provided a current status update of many projects and issues in the Lee's Summit community. Based upon the information provided by the National Civic League and the Research Committee, several key priority areas began to emerge that require additional attention and focus. These are addressed in Phase 3.

Key Performance Areas (Phase 3)

The assessments and the community vision reveal the priorities that the stakeholders will target. These priority areas, called Key Performance Areas (KPA), clearly define the strategies and action steps the community will implement to achieve the vision. Each KPA task force established goals they would like to see accomplished over the next 10 - 15 years. In order to better understand the reason the goal was identified, each group also created a rationale describing the purpose for their goal. Third, the committees created action steps and strategies for the Implementation Committee to use to accomplish their tasks. Lastly, each KPA task force listed the resources that would be needed to reach the goal and established a targeted timeline for accomplishing the goal. These timelines will help the Implementation Committee to remain on schedule with the original vision of the *Lee's Summit 360°* committee. In addition, the timelines provide some guidance to the City in establishing long term financial and organizational plans.

During this phase, there were several work sessions that allowed smaller groups to study issues in depth. During these sessions, the KPA task forces established a KPA mini-vision, goals and outcomes, and assigned action steps and strategies to aid in the implementation of the plan. Following each KPA task force work session, these small groups reported back to the full *Lee's Summit 360°* committee for input, feedback and consensus.

Once the committee established these six KPA's, Co-Chairpersons Jon Ellis and Vicky Cundiff presented a Mid-Process report to the City Council on January 8, 2009. This session provided the public with an overview of the plan that the committee had begun to formulate and allowed an opportunity for the City Council and the public to comment on each of the KPA goals established by the *Lee's Summit 360°* committee thus far.

During the final committee meeting on March 31, 2009, each of the KPA co-chairs presented their conclusive recommendations. Following each presentation, the committee provided feedback and gave final approval to each of the KPA plans. At the end a writing committee was commissioned to create a final report for presentation to the City Council on May 7, 2009.

Implementation (Phase 4)

The *Lee's Summit 360°* Stakeholders completed the strategic planning process and presented the information to the Mayor and the City Council over several work sessions during the summer of 2009. Upon approval by the City Council, the Mayor will appoint an 11-13 member committee who will be responsible for the implementation phase of the *Lee's Summit 360°* strategic planning process. This committee will have the important task of bringing this plan to life.

The Implementation Committee is made of several individuals who were a driving force during the planning process. Over the next 10-15 years, several task forces will continue to assist in the implementation of the specific goals and action plans which will require continued flexibility, monitoring and evaluation.

Citizen involvement in this implementation process is welcomed and encouraged. Please contact City Staff and identify your area of interest. As your identified goal area is addressed, your involvement will be solicited.

Introduction

The purpose of this report is to provide the City of Lee's Summit, citizens, business owners, organizations, and other governmental entities a long term plan for the future of the community as a whole. This plan was created by the citizens of Lee's Summit for the use of all City leaders. Beginning in September of 2008, citizens worked together on a plan outlining their vision for the future of the Lee's Summit community. As the members of the *Lee's Summit 360°* committee began compiling this plan over the eight month long planning phase, they envisioned how Lee's Summit could resemble an ideal community in 15 years. They began establishing the goals, strategies, and action steps that could be implemented to achieve this vision.

The committee divided these goals into six key performance areas (KPA): Education, Economic Development, Health and Human Services, Local Government, Quality of Life, and Transportation. Utilizing information from a community-wide strength, weaknesses, opportunities, and threats analysis (SWOT) in conjunction with a civic index survey conducted by the National Civic League and a full research study conducted by the research committee, each of the KPA task forces identified one or more goals for their area which addressed issues that arose during this research. These goals varied in specificity; however, each goal is thoroughly explained in the goal rationale. The rationale explains the purpose for the goal and the reason that the goal was identified by the KPA. This is a critical section of each KPA goal, as it explains the current view of the issue by the KPA task force. As community circumstances will change over the 10-15 year long plan implementation process, it will be critical for the Implementation Committee to understand why this goal was originally identified, so that the intended and appropriate course of action can be taken by the Implementation Committee.

In order to achieve the desired goals, each KPA task force created a course of action plan which would assist the Implementation Committee in determining the process by which they would accomplish the KPA goal. The first component of the action plan is the strategy. These strategies are the steps that would need to be accomplished in order to achieve the main goal of the KPA. They are intended to provide a more detailed description of how to approach the issue identified in the goal and rationale. Supporting these strategies are proposed action steps, which outline the specific steps that could be taken in order to accomplish the strategy and the goal. However, these action steps are intended to provide the Implementation Committee with a guide for the steps that could be taken once implementation begins, rather than a required step-by-step instruction manual for how these strategies must be implemented. This component of the plan allows flexibility for the implementation process, yet provides structure and guidance as well.

Lastly, the KPA task forces identified the implementers of the goal or strategy so that the Implementation Committee would have some guidance as to who the KPA task force believed should have responsibility for the goal or action step. These implementers are not necessarily obligated to implement the plan, but have been suggested as helpful resources/partners/information providers for the Implementation Committee to utilize during the implementation process.

Understanding that many of the identified goals would require funding, the KPA task forces also identified areas that may require some type of funding source in order to fully implement the proposed action step or goal. These resources are rough estimates for the anticipated costs and were created solely for the purpose of allowing the Implementation Committee to plan appropriately for these costs when establishing the timelines for implementation.

The last component of each goal is the proposed timeline. This timeline is intended to remain highly flexible, as circumstances will continually change throughout the implementation process which may speed up or slow down the timing of each project. These timelines are intended to be utilized by the

Implementation Committee to identify short term, medium term, and long term goals and priority areas when establishing the overall *Lee's Summit 360°* strategic planning timeline.

There may be significant factors in the community that will change during the life of this plan, therefore, it should be understood that this report is a guideline and list of ideal goals that the City and its partners would like to accomplish over the next 10 - 15 years. During the next 10-15 years, the Implementation Committee will utilize this plan to create the ideal community where all Lee's Summit residents, visitors, and businesses can live, work, and play.

Lee's Summit 360°

Vision Statement

Lee's Summit is a sustainable and vibrant city with a dynamic spirit of cooperation among its diverse citizens, businesses, organizations, educational systems and governments.

Through comprehensive community planning and regional collaboration, Lee's Summit enjoys economic independence and a high quality of life as a recognized destination city.

Key Performance Areas

Education

Economic Development

Health & Human Services

Local Government

Quality of Life

Transportation

Education

Mini Vision Statement

The community of Lee's Summit and its educational partners through regional collaboration and dynamic planning meet the life-long learning needs of all diverse citizens.



Key Performance Area Members **Co-Chairs: Machel Riffe and Robert White**

Mike Allen
Stephanie Alley
Kimberly Berwald – Viar
Christine Bushyhead
Gayle Evans
Bob Gourley

Fred Grogan
Linda Harrelson
Bill Lindsay
Rosalie Newkirk
Judy Noland
Dr. George Pagels

Klara Parrish
Janice Phelan
Judy Schmoeger
Paul Shrout
Dr. Ann Starlin-Horner
Robbie Warren

Goal:

Create a forum for collaboration between the City of Lee's Summit and the diverse educational partners in the community to ensure a continued, coordinated and focused emphasis regarding:

- Life-long learning and employment needs of the community
- Ongoing pursuit of funding to address such needs
- Attention to diversity, promotion of benefits, and understanding of education-related issues
- Comprehensive and coordinated dissemination of education-related information throughout the community.

Rationale:

Quality educational programs and institutions enhance the quality of our community. Therefore, to ensure a productive citizenry and qualified workforce, it is necessary to provide citizens with current information, job training and retraining resources; pursue wider, more diversified educational funding resources; and, foster an appreciation for and acceptance of the differences within our community. This educational summit will provide a forum where stakeholders will address challenges related to the current lack of a coordinating body and is intended to actively engage all educational partners, including participation of the City, to act as a comprehensive unit for the benefit of the community.

Strategies:

- Provide opportunities for quality life-long learning and training.
- Expand opportunities for training and/or retraining of citizens to meet the employment needs of the current and future regional and global employers.
- Collaboratively work with state and local elected officials as well as businesses and other private entities to research, identify, and develop additional and alternative funding mechanisms for education.
- Educate the community regarding the value and importance of diversity in our community.

Proposed Action Steps:

- **The City of Lee's Summit will coordinate, host, and organize a representative educational summit involving preschool through senior-citizen education providers and City representatives at the executive level.**
- **The educational summit stakeholders will appoint task forces to identify needs and solutions in the areas of life-long learning, employment needs, funding, diversity and any other identified education-related area.**
- **Task force recommendations will be made to the educational summit committee.**
- **Educational summit stakeholders will report to the City of Lee's Summit and Lee's Summit educational partners regarding progress and actions toward meeting their goals.**
 - Implementer:
 - City of Lee's Summit will originally be the primary facilitator and organizer of the educational summit, until a well established neutral party is identified for this task by the Implementation Committee.
 - Potential Resources Required:
 - Existing City Staff initially to facilitate and provide neutral meeting space
 - Projected Timeline:
 - Educational Summit established three months (short term-high priority) from appointment of Implementation Committee

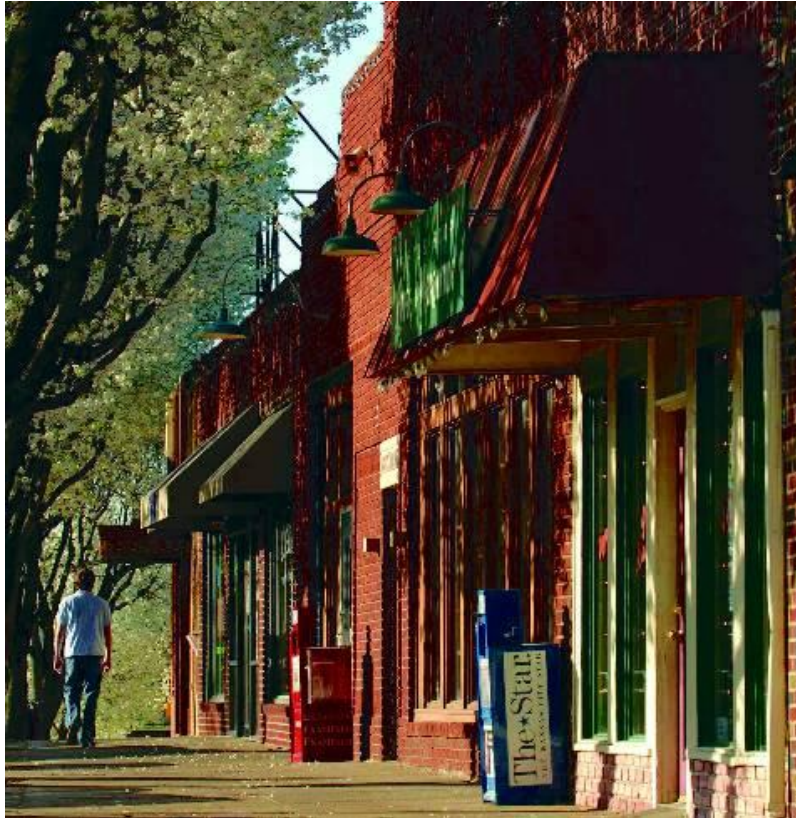
Education KPA

Suggested Measures of Success:

- Appointment of Educational Summit in fall 2009.
- The City of Lee's Summit will host quarterly Educational Summit meetings with all educational partners in the community.
- Educational Summit stakeholders will report annually to the City Council and to other educational partners in the Lee's Summit community.

Economic Development Mini-Vision Statement

Lee's Summit is a progressive destination city with a fiscally balanced tax base and a strong sense of community, which attracts and retains investment by aggressively pursuing development and redevelopment strategies through public and private partnerships.



Key Performance Area Members Co-Chairs: Daren Fristoe and Rick Viar

Daren Baldwin
Dana Boice
Annette Braam
Mark Bredemeier
Robert Brooks
William Brown
Joan Bruns
JJ Coates
Brad Cox
Sandy Cox
James Devine

Kim Fowler
Gary Fruits
Stephen Gentry
John Ivey
Glen Jones
Seth Kakuske
Steve King
Marcel LaPlante
Dave Mosby
Chip Moxley
Roy Mussett

Mike Poindexter
Vicki Randle
Leon E. Schumacher
Laura Smith
Jeffrey Smith
Connie Smith
Michele Spilker
Shirley Thomas
Steve Tominia
Wesley Veasman
Brian West

Economic Development KPA

Goal 1:

The City of Lee's Summit is development and redevelopment friendly.

Rationale:

It is a competitive environment in the bi-state region and communities that are seen as “pro-development” are frequently successful in capturing new investments and jobs.

Strategy:

Perform a comprehensive review of the current City development and/or redevelopment processes and the customer satisfaction thereof.

Proposed Action Steps:

- **Introduce a policy that would implement the use of a “Best Municipal Government Practices” process focused on improving customer service and helping City Staff promptly identify any potential impediments for developers, builders, and other interested citizens.**
- **Design and implement a “Development 101” training program which would provide developers and other interested citizens education about the requirements and procedures commonly required when conducting business with the City.**
- **Create or expand a City Staff position that regularly reports to the City Manager on the process and successes of the “Best Municipal Practices” policy, the “Development 101” program, and development/redevelopment projects.**
 - Implementer:
 - City of Lee's Summit Staff, Development Community, Lee's Summit Economic Development Council (LSEDC), *Lee's Summit 360°* stakeholders
 - Potential Resources Required
 - Independent consultant, City Staff
 - Projected Timeline:
 - Should begin implementation of goal 180 days (short term high priority) from the adoption of the *Lee's Summit 360° Strategic Plan* by the City Council

Suggested Measure of Success:

Lee's Summit has an acclaimed development/redevelopment friendly process as evidenced by satisfied customers and increased commercial activity.

Economic Development KPA

Goal 2:

In order to improve the current strategy of increasing the office and industrial assessed valuations in Lee's Summit, the City should evaluate the Lee's Summit Economic Development Council's (LSEDC) relationship, structure, and reporting communications with the City.

Rationale:

Currently, there is a discussion about the function of the public/ private sector partnership between the LSEDC and the City of Lee's Summit. Research suggests and results demonstrate that public/private partnerships are highly effective tool for economic development agencies and are proven to be more successful in favorably impacting a community's economic development. The current framework facilitates communication between public and private entities which bridges the gap between government and business.

Strategies:

- Review, document, and evaluate LSEDC's public and private sector effectiveness and status with involved stakeholders. Determine if the public/private EDC model is appropriate and effective and if so, the Lee's Summit Economic Development Council should continue to operate independently from, but in concert with City government. Annually review, document and evaluate LSEDC's effectiveness as a public/ private sector partnership.
- In partnership with the City, the LSEDC shall identify and cultivate additional funding sources for LSEDC and emphasize that funding of LSEDC is a high priority for finding new businesses and retaining existing businesses in the City.

Proposed Action Steps:

- **If the evaluation of the LSEDC public/private partnership model is preferable, reaffirm primary public sector funding, which will include the dedication of revenues from the Hotel/Motel Tax and may also include other public sources as the core funding for LSEDC.**
 - Implementer:
 - City Council, Mayor, LSEDC stakeholders, *Lee's Summit 360°* stakeholders
 - Projected Timeline:
 - Should begin evaluation of LSEDC structure 60 days (short term-high priority) following the adoption of the *Lee's Summit 360° Strategic Plan* by the City Council
- **Identify and cultivate additional funding sources for LSEDC and establish that funding of LSEDC is a high priority for finding new businesses and retaining existing businesses in the city.**
 - Implementer:
 - City Council, Mayor, LSEDC stakeholders, *Lee's Summit 360°* stakeholders
 - Projected Timeline:
 - Should begin implementation 90 days (short term-high priority) following the adoption of the *Lee's Summit 360° Strategic Plan* by the City Council

Suggested Measure of Success:

LSEDC's Board approved action plan is fulfilled and LSEDC maintains a positive and growing fund balance sufficient to fund extraordinary projects and other feasible opportunities in partnership with the City.

Economic Development KPA

Goal 3:

Establish a ratio of 35% commercial and 65% residential development and redevelopment mix.

Rationale:

Future development should be analyzed and approved with the primary intent to achieve a ratio of 35% commercial (including commercial, industrial, and manufacturing) and 65% residential. The current development ratio is approximately 22% commercial to 78% residential, representing lack of diversification and an over-reliance on residential development. The use of quantifiable, measurable goals for commercial and residential usage will be a positive step in this process.

Strategy:

Implement City's Fiscal Impact Model to determine if future development strategy achieves its goal. In addition, the City should conduct target industry studies for types of businesses and industries to best supplement labor base.

Proposed Action Steps:

- **Run Fiscal Impact Model on City's Comprehensive Plan.**
 - Implementer:
 - City of Lee's Summit
 - Projected Timeline:
 - Should begin implementation 90 days (short term-high priority) following the adoption of the *Lee's Summit 360° Strategic Plan* by the City Council
- **Depending upon results of the model, remodel the Comprehensive Plan to estimate the proper densities and uses to achieve the goal.**
 - Implementers:
 - City of Lee's Summit
 - Projected Timeline:
 - Should begin 180 days (short term) following the completion of step 1
- **Determine City's strengths, weaknesses, opportunities, and threats (SWOT) for existing or proposed land uses.**
 - Implementers:
 - Independent consultant, City Staff
 - Potential Resources Required:
 - Approximately \$150,000
 - Projected Timeline:
 - Should begin implementation 360 days (short term) following the completion of steps 1-2
- **Use Fiscal Impact Model to analyze land use alternatives for target industries to determine favorable cash flow.**
 - Implementers:
 - Independent consultant, City Staff
 - Potential Resources Required:
 - Included in above action step
 - Projected Timeline:
 - Should begin implementation 180 days (short term) following the completion of steps 1-3.

Suggested Measure of Success:

The Fiscal Impact Model reveals ideal balance of residential to commercial to industrial development. In addition, a target industry study results in land use designations supportive to the City's strengths.

Economic Development KPA

Goal 4:

Aggressively pursue redevelopment projects using the appropriate tools to achieve the highest and best use of underutilized properties.

Rationale:

- Property values are not currently commensurate with higher and better uses achievable through public and private partnerships. In addition, the City has only limited land available for “greenfield” development.

Strategies:

- Convene a multi-constituency task force to ensure public and/or private buy-in of redevelopment strategies and tools.
- Ensure that Downtown Lee’s Summit remains a major focus for redevelopment.

Proposed Action Steps:

- **Identify and market current locations in the city as major redevelopment candidates, including View High/Pryor corridor, 291 and 50 Highway corridors, Calmar, Pfizer, and Adessa facilities, Arnold Hall/Downtown, and large lots in the downtown residential area.**
 - Implementers:
 - City Staff, LSEDC, Downtown Main Street, Mayor, City Council
 - Resource Options:
 - Approximately \$80,000 could be needed for marketing.
 - Projected Timeline:
 - Should begin 180 days (short term) from appointment of Implementation Committee.
- **Work collaboratively with residents to quantify and inventory older residential neighborhood needs/concerns.**
 - Implementers:
 - City Staff, Homeowner’s Associations, Mayor, City Council
 - Resource Options:
 - Approximately \$50,000 could be needed
 - Projected Timeline:
 - Should begin in approximately one year (short term).
- **Identify, educate and gain commitment to use all available tools for both commercial and residential redevelopment without tax penalties (tax abatement, low interest loans, Land Clearance for Redevelopment Authority {LCRA}).**
 - Implementers:
 - City Staff, LSEDC, Mayor, City Council, residents and homeowners
 - Resource Options:
 - Approximately \$25,000 could be needed.
 - Projected Timeline:
 - Should begin implementation 180 days from completion of steps 1-2.
- **Develop a policy for use and implementation of all available tools for both commercial and residential redevelopment without tax penalties (tax abatement, low interest loans, LCRA).**
 - Implementers:
 - City Staff, LSEDC, Mayor, City Council
 - Projected Timeline:
 - Should begin implementation 180 days (short term) from completion of step 3.
 - Resource Options:
 - Approximately \$10,000 could be needed

Economic Development KPA

Suggested Measures of Success:

- Neighborhood revitalization plan is adopted by City Council and embraced by citizens and stakeholders.
- City prioritizes redevelopment opportunities and aggressively markets to private sector.
- A public/private partnership successfully completes a high profile facility which enhances Lee's Summit's reputation as a viable competitor for top-tier redevelopment projects.

Goal 5:

Lee's Summit is perceived as a "progressive destination city".

Rationale:

Lee's Summit is currently perceived as a "bedroom" community without a unique identity.

Strategy:

To rebrand Lee's Summit in accordance with the *Lee's Summit 360°* process ideals and guiding principles.

Action Step:

- **Commission a branding study.**
 - Implementers:
 - *Lee's Summit 360°* stakeholders, Chamber of Commerce, LSEDC, City Staff, City Council, Mayor
 - Resource Options:
 - Approximately \$50,000 could be needed for this goal.
 - Projected Timeline:
 - Implementation could begin one year (short term) from appointment of Implementation Committee.

Suggested Measures of Success:

- The community embraces a common "brand promise" that accurately reflects and captures the essence of *what* and *who* Lee's Summit represents.
- Public and private institutions consistently use the common branding collateral and messaging package.
- External perception and communication regarding Lee's Summit mirrors the "brand promise" in terms of how it refers to the community.

Health and Human Services Mini Vision Statement

Lee's Summit is rated one of America's healthiest cities by utilizing an integrated health and human services network providing services easily accessible to all citizens whether or not they are insured. In collaboration with its charitable organizations, the City's health system developed the resources to assist in providing access to preventative measures, therapy, education, treatment and support to the entire community including the disadvantaged and most vulnerable.



Key Performance Area Members **Co-Chairs: Syrtiller Kabat and Diane Seif**

Teri Burns
Susan Coffman
Kim Corpeny
Tom Earley
Micah Flint
Alan Flory
JoAnn Gann
Bob Glaser

Geneva High
David Hutchison
Paula Livingston
Cassandra Martinez
Mary Anne Metheny
Kevin Morford
April Morford
Dorothy Purtle

Alicia Ruhl
Chris Salanski
Dr. Stephen Salanski
Shelley Spencer-Parton
Mike Tierney
Karen Traxel
Lou Traxel
Roy Wheeler

Health and Human Services KPA

Goal 1:

Identify, educate & coordinate efforts related to human service needs for the citizens of Lee's Summit.

Rationale:

As the community grows, needs grow and can become more complex; therefore, coordination of human services is needed in Lee's Summit. Due to a lack of awareness of needs in the community, Lee's Summit has the potential to lose funding from a number of foundations and public funders which would impact the disadvantaged and most vulnerable that need and deserve quality services in Lee's Summit.

Proposed Action Steps:

- **Develop a Human Services Advisory Board (HSAB) to work in conjunction with the current Health Education Advisory Board (HEAB).**
 - Implementer:
 - City Council and Mayor
 - Potential Resources Required:
 - City Staff to serve as liaison between the board and Council/Mayor. City will provide one shared Staff liaison for the committees to which will meet every other month.
 - Projected Timeline:
 - 6 months (short term-high priority) following adoption of the *Lee's Summit 360° Strategic Plan* by the City Council.

- **Identify human services needs in Lee's Summit. Help to develop programs or collaborative efforts to address the needs.**
 - Implementer:
 - HEAB/HSAB
 - Potential Resources Required:
 - Access existing data/information on current human services needs.
 - Projected Timeline:
 - 3 - 6 months (short term) from establishment of HEAB/HSAB.

- **Educate the community about currently available services (i.e. "211")**
 - Implementer:
 - HEAB/HSAB
 - Potential Resources Required:
 - \$50,000 grant for public relations campaign
 - Projected Timeline:
 - Ongoing community education.

Goal 2:

Involving a collaborative group of community leaders, develop a comprehensive plan to address the healthcare needs of the under-insured and uninsured of the Lee's Summit community.

Rationale:

The under-insured and uninsured population in Lee's Summit is growing and this cross-section of the community lacks access to many medical services. This has created a situation where local hospitals have become overloaded with uninsured patients seeking costly care in the Emergency Departments. Due to these factors, cost effective alternatives and physician continuity is needed for the community. To assist with this issue, there should be a centralized information source for Lee's Summit citizens on healthcare services in Lee's Summit.

Proposed Action Steps:

- **Develop a plan to provide coordinated, comprehensive information regarding programs and resources available to improve access to preventative and specialty healthcare and affordable prescriptions for the under-insured and uninsured residents in the City of Lee's Summit. By seeking advice from a collaborative community of healthcare leaders from around the region, HEAB/HSAB would also ensure the information is well-distributed and readily attainable to the target population. This initiative could be patterned on the "Project Access" model and the previous "Project: Healthy Summit" proposal.**
 - Implementer:
 - HEAB/HSAB will identify/organize the key healthcare leaders for this collaborative effort.
 - Potential Resources Required:
 - Currently one City Staff member assigned to HEAB meetings; HSAB would share HEAB staff.
 - Projected Timeline:
 - 6 - 12 months (short term) from establishment of Implementation Committee.
- **Identify healthcare needs of the under-insured and uninsured citizens of Lee's Summit. Update information regarding similar programs in this area/region as well as in other areas of the country that would assist in addressing these needs utilizing such systems as 211.**
 - Implementer:
 - HEAB/HSAB and key healthcare leaders from action step 1.
 - Potential Resources Required:
 - Previously collected data (i.e. Project Healthy Summit); MARC; Eastland Community Foundation; Lee's Summit R-7 School District teen data. Maximum \$50,000 for a feasibility study if current data/information is not available.
 - Projected Timeline:
 - 6 - 12 months (short term) from establishment of HEAB/HSAB.
- **Identify funding sources for administrative costs.**
 - Implementer:
 - HEAB/HSAB and key healthcare leaders from action step 1.
 - Potential Resources Required:
 - Potential grant funding
 - Projected Timeline:
 - 6 - 12 months (short term) from establishment of HEAB/HSAB.

Goal 3:

Coordinate plans and education opportunities related to the emergency services response and the health and human services aspects of disaster preparedness for the Lee's Summit community.

Rationale:

The City of Lee's Summit's Emergency Services Departments (Lee's Summit Fire Department and Lee's Summit Police Department) are taking a community-wide leadership role in partnering with Mid-America Regional Council (MARC), City departments, and other governmental entities to prepare an emergency response/recovery plan in the event of a natural, pandemic or man-made disaster. The amount of coordination and scope of work in this planning process should continue, and possibly increase, as deemed appropriate and feasible. The expansion of this position could also include a responsibility to provide education for local citizens regarding disaster emergency plans and on their citizen responsibilities in the event of a disaster, which may include training volunteers for service opportunities in preparation for such an event.

Proposed Action Step:

- **Continue to support a position within the Lee's Summit Fire Department that is dedicated primarily to achieving the expanded responsibility of this goal, with consideration also being given to a dedicated job title such as "Preparedness and Recovery Officer".**
 - Implementer:
 - Lee's Summit City Manager, Lee's Summit Fire Department
 - Potential Resources Required:
 - To be determined by Implementation Committee
 - Projected Timeline:
 - Ongoing support of position

Local Government Mini-Vision Statement

The government of Lee's Summit reflects our strong identity while promoting a regional and collaborative approach for providing quality services with accountability to its citizens. Through transparency, communication and outreach, Lee's Summit fosters the empowerment of its citizens and a broad base of leaders. The government is guided by our sense of history, spirit of innovation and sustainability.



Key Performance Area Members

Co-Chairs: Carson Graff and Bill Marko

Debbie Baier
Rob Binney
Nick Brummel
John Edwards
Teresa Evans
Erlene Flowers
Gene Gamber
Dennis "Todd" Gochenour

Donna Gordon
Julie Grogan
Katie Hammons
Bruce Hattig
Geoff Hill
Michelle Jennings
Tony Jose
Tyler Morehead

Eric Prince
Lisa Pycior
Colene Roberts
Shelly Searcy
Kathy Smith
Tom Tucek
Bob Williams

Local Government KPA

Goal 1:

Leadership development and community involvement

Strategy 1:

Continue to develop and expand a communication outreach program for the City of Lee's Summit.

Proposed Action Steps:

- **Create a volunteer coordinator organization to grow, recruit, promote and track volunteers for the community and the outreach efforts by the coordinating organization.**
 - Rationale:
 - Volunteer coordinators will work with local businesses, church groups, Home Owners Associations (HOA), businesses and other civic organizations to be the clearinghouse for all projects, schedules and resources (individuals). Coordinators will not be City Staff members, but would be a City appointed organization made up of volunteers which would capture metrics on all projects and report to the City on annual progress of group. Volunteer coordinators will work closely with communications to maximize involvement of citizenry and increase the number of projects and involved personnel.
 - Implementer:
 - City Manager, City Council, Mayor, Chamber of Commerce
 - Potential Resources Required:
 - Volunteers, software for creation of a volunteer database funding for volunteer recruitment efforts
 - Projected Timeline:
 - Group creation estimated to begin 6-12 months (short term) following formal adoption of *Lee's Summit 360° Strategic Plan*.

- **Continue to improve City website and revitalize government television channel.**
 - Rationale:
 - These two key communication vehicles are assets that need stronger utilization. Improvements in production value and content could better inform citizens of key issues facing the community. Rather than simply being a compilation of facts or upcoming events, these could evolve into platforms or forums which assist in the education and debate of key issues facing the community. The government channel should give consideration to the communication of how to become a more involved citizen and/or how to be a voice for the community and should be embraced as a primary communication tool for the City to the public. Key consideration should be given to a more user-friendly atmosphere of the City's website complete with handicap access.
 - Implementer:
 - Lee's Summit Communication Coordinator, Lee's Summit ITS Department
 - Potential Resources Required:
 - To be determined (TBD)
 - Projected Timeline:
 - Begin 1-3 years (short term) from the adoption of the *Lee's Summit 360° Strategic Plan*.

Local Government KPA

- **Expand the use of new media and personalized communication for community outreach efforts.**
 - Rationale:
 - New media elements are constantly being developed that affect how people communicate. Examples of this include social networking, portals, Twitter, blogs, podcasts, etc. A City communication plan that includes the use of these core technologies will encompass the needs of all ages and give balance to how citizens can follow City communications. The new plan should encourage participation from organizations from around the community. This suggestion does not mean that Lee's Summit should reduce its traditional methods of communications, such as newsletters, or a new civic leadership guide but instead supplement and improve how and in what format that content is delivered.
 - Implementer:
 - Lee's Summit Communications Coordinator, City ITS Department
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - 3-5 years (mid term) from the adoption of the *Lee's Summit 360° Strategic Plan*.

Strategy 2:

Enhance leadership training.

Proposed Action Steps:

- **Improve application and recruiting process for civic/elected official positions.**
 - Rationale
 - The current process for finding new applicants for leadership positions on City boards, commissions, and the City Council is more reactive than pro-active. The City should expand its efforts to identify talent, mentor individuals and find ways for them to take on leadership positions in the City. We would like to see the volunteer/Council application process refined through the generation of open houses, job-fairs at public events like "Lee's Summit Days" with a clear explanation of the application process. The application process should include a clear description of qualifying criteria and not rely entirely on individual members of the boards to seek out participants. A recruiter should take time to meet and follow up with applicants, learn their skills and talents and recommend them for placement or additional training.
 - Implementer:
 - City Staff, City Council, Mayor
 - Potential Resources Required:
 - City Staff
 - Projected Timeline:
 - Begin improvements 1-2 years (short term) from adoption of *Lee's Summit 360° Strategic Plan*.

Local Government KPA

- **Develop a City leadership training program.**
 - Rationale
 - The Lee's Summit community needs a City leadership training program that can provide in-depth leadership training for citizens who become a member of the City Council or hold a city board, or commission position. This program should encompass information about City government structure, election/ordinance training, board/commission responsibility training, board/commission meeting protocol training, as well as personal/professional development on leadership styles and processes. This program will enhance the abilities of current leaders and provide a pipeline of future leaders ready for the challenge. This program could be used as qualifying criteria for selecting citizens for involvement. By giving citizens the tools needed, our committee and taskforce meetings will be more productive and effective without sacrificing diversity.
 - Implementer:
 - City Staff
 - Potential Resources Required:
 - City Staff, Lee's Summit Economic Development Council (LSEDC), Lee's Summit Chamber of Commerce, Lee's Summit school systems
 - Projected Timeline:
 - Begin implementation 1-3 years (short term) from adoption of *Lee's Summit 360° Strategic Plan*.

- **Develop a leadership alumni group.**
 - Rationale
 - A leadership alumni group would be comprised of Leadership Lee's Summit graduates, City leadership training program graduates, and current/past City commission/board members. This group would act as an informal advisory body for City committees/taskforces, Leadership Lee's Summit students, City leadership training program students, as well as students in the Lee's Summit school systems. This alumni group would act as champions for our City and assist with outreach programs as needed.
 - Implementer:
 - City Council, City committee/taskforces, LSEDC, Lee's Summit Chamber of Commerce
 - Potential Resources Required:
 - Leadership Lee's Summit graduates, former City committee/taskforce members
 - Projected Timeline:
 - 1-2 years (short term) from adoption of *Lee's Summit 360° Strategic Plan*.

Strategy 3:

Create mechanisms to maximize representative government involvement.

Proposed Action Steps:

- **Establish term limits or mandatory rotation of Commission/Board members.**
 - Rationale:
 - To open up opportunities for new leaders, term limits for board and commission members should be encouraged. Members can leave their post for other positions on other boards. These are not permanent term limits and members will be free to return to positions after sitting out a pre-determined time. In order to prevent gaps in coverage, the City will need to be more pro-active in identifying talent and recruiting individuals to join these boards and commissions as well as to find other ways for term-limited individuals to assist the community.
 - Implementer:
 - Mayor and City Council
 - Potential Resources Required:
 - City Staff
 - Projected Timeline:
 - 3-4 years (mid term) from adoption of *Lee's Summit 360° Strategic Plan*.
- **Ensure Council district size optimizes accountability to citizenry.**
 - Rationale:
 - As the City continues to grow, consideration should be given to the size of the population within each district. Effective representation can be achieved by utilizing new census data and identifying preferred district sizes and adding new council districts (following the rules of the City Charter and State laws) when these limits are reached. Additionally, in order for Council Members to be able to provide timely and thorough responses to their constituents, we recommend that staff and support resources be added to accommodate district growth.
 - Implementer:
 - Mayor and City Council
 - Potential Resources Required:
 - City Staff
 - Projected Timeline:
 - 3-4 years (mid term) from adoption of *Lee's Summit 360° Strategic Plan*.
- **Increase regional presence through stronger participation in the Mid-America Regional Council (MARC), Kansas City Area Development Council (KCADC), Eastern Jackson County Betterment Council (EJCBC) and other regionally focused organizations by elected/appointed officials and City Staff.**
 - Rationale:
 - Encourage elected officials to be more regionally involved in such groups as MARC through more active leadership roles, enhanced meeting participation, and regular communication back to City Staff and the citizenry on regional initiatives and opportunities available through these groups.
 - Implementer:
 - Mayor/City Council and City Staff
 - Potential Resources Required:
 - Committee/Taskforce appointments
 - Projected Timeline:
 - 6-12 months (short term high priority) from adoption of *Lee's Summit 360° Strategic Plan*.

Local Government KPA

- **Identify methods for involving youth and students in City government.**

- Rationale:
 - City government, councils, boards and organizations are becoming potentially under-represented by younger members of the population. In order to keep the City vibrant and with a wealth of talent over the next 10 to 15 years, these younger citizens may need to become more involved in the activities within the City. In order to encapsulate all citizens of the community, each committee or taskforce could have at least one non-voting seat open to a student from area school districts. The chair of the committee or taskforce could serve as a mentor for the participating student.
- Implementer:
 - Mayor/City Council, City Staff
- Potential Resources Required:
 - Lee's Summit area schools and school districts
- Projected Timeline:
 - 1-2 years (short term) from adoption of *Lee's Summit 360° Strategic Plan*.

Goal 2:

Continue to support a fully-resourced, professionally trained government workforce.

Strategy 1:

Build the leading public safety organizations in the metropolitan area.

Proposed Action Steps:

- **Continue to support the Community Emergency Response Team program.**

- Rationale:
 - The Community Emergency Response Team (CERT) Program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community. CERT would be a model program that would encourage cooperation between the Police Department and Fire Department in educating citizens about what to do in emergency situations.
- Implementer:
 - Fire and Police Departments
- Potential Resources Required:
 - TBD by Implementation Committee
- Projected Timeline:
 - TBD by Implementation Committee

Local Government KPA

- **Continue to support smaller police districts and community/problem oriented policing.**
 - Rationale:
 - Smaller police districts could enable closer connection between the police department, businesses, and citizens with their coverage area. This could promote communication and knowledge of the community. Problem-oriented policing places a high value on crime prevention, and engages other public agencies, the community and the private sector to become involved in significantly reducing crime in their area. Catching small problems early is a key to preventing bigger problems later. This same approach should take place in other sectors in City government, such as code enforcement.
 - Implementer:
 - Police Department
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - 6-24 months from adoption of *Lee's Summit 360° Strategic Plan*

- **Improve fire response times and staffing to NFPA standards.**
 - Rationale:
 - The Lee's Summit Fire Department now has an average response time of 5 minutes, 30 seconds. The 1710 standard, as established by the National Fire Protection Association (NFPA) states that a fire department should have at least 4 firefighters to a scene in 4 minutes. The Fire Department is already planning to build 2 fire stations to meet this goal. Supporting the Fire Department in their efforts to expand in order to meet this goal could increase the safety of the community. Phased implementation is expected which should include a formal evaluation of costs for implementation.
 - Implementer:
 - Fire Department
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

- **Improve Insurance Service Office (ISO) rating from 3 to 2.**
 - Rationale:
 - ISO is an independent risk management company created by the insurance industry that rates many aspects of government and industry. Fire ratings for homeowners and business insurance are based off ISO's ratings for a given area or city. The Fire Department has set a goal to lower the City's ISO rating from 3 to 2.
 - Implementer:
 - Fire Department
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Strategy 2:

Provide modern facilities and technological tools for Staff as needed, in order to continue to maintain a high level of quality services to the Lee's Summit community.

Proposed Action Steps:

- **Improve communication interoperability between first responders.**
 - Rationale:
 - The City should work to implement a communication system that enables all first responders to communicate directly with each other and other cities. This potentially can save time and eliminate operational risk during emergency or other time-sensitive operations. The United States Department of Homeland Security has specified through the Office of Emergency Communications (http://www.dhs.gov/xabout/structure/gc_1189774174005.shtm) that public safety agencies and the City develop better ways to communicate with each other.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - Federal/State grants
 - Projected Timeline:
 - TBD by Implementation Committee
- **Research the feasibility of and, if recommended, establish a firing range in Lee's Summit.**
 - Rationale:
 - Police Department personnel currently travel to distant facilities for firing practice. This distance contributes to lower training levels and significant costs to the City. The City of Lee's Summit should develop local police training facilities that can be more readily used by Lee's Summit personnel. Lee's Summit Police Department patrol officers only shoot once per year which is significantly below the standard needed to maintain proficiency with pistol, shotgun and rifles. Most agencies in the Kansas City metropolitan area shoot at least three times per year. SWAT officers currently train once per month; however, patrol officers also require such training as they are more frequently the first responders to a scene. This could be a regionally collaborated project which would increase the use of the new facility.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - User fees for non-Lee's Summit Police Department use, other resources to be identified by the Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Local Government KPA

- **Provide substation coverage for police in high growth areas, when appropriate and financially feasible.**
 - Rationale:
 - Lee's Summit is one of the largest cities in the state by land area with over 65 square miles and only one police facility. As Lee's Summit is such a large, geographically dispersed community, additional facilities will become necessary in the next 10-15 years, especially in high growth, high-crime, or high-traffic areas. A second and/or third full service police facility would spread officers more strategically around the City, much like the Fire Department. It would also allow citizens to make and obtain reports at closer stations. Secondary facilities could also be used in case of damage to the core facility and allow more room for expansion of officers.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

- **Consider new software and data and maximize use of existing software resources.**
 - Rationale:
 - Geographic Information System (GIS) and Enterprise Resource Planning systems (ERP) are improving. More can be done to link these City resources with financial, project management and capital improvement systems. Any software investment should also include appropriate training and accountability to demonstrate the intended benefit.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

- **Provide a modern operations facility for the Water Utilities Department, when appropriate and financially feasible.**
 - Rationale:
 - The existing Water Utilities Operations facility was built in the mid 1980's and was intended for approximately 20 people. The current operation includes 40 people and the existing site is not expandable. In addition, there are several functional concerns that have arisen due to the lack of space that significantly impacts service delivery. With continued infrastructure growth and maintenance demands that will rise with the growth of the City, this core service will need modern facilities to properly administer the needs of the City. Additionally, the current location sits at a visible entrance to the downtown district. Moving or upgrading the facility will provide a positive image boost to that area.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Strategy 3:

Ensure City employees are compensated competitively.

Proposed Action Steps:

- **Conduct standard market compensation evaluations every 2-3 years with a goal that City Staff compensation and benefits are in the top quartile of local metropolitan cities.**
 - Rationale:
 - The loss of experienced personnel raises costs and causes a loss of institutional knowledge of the City. The City should undertake regular compensation studies to ensure the continued retention of talented and experienced personnel. Lee's Summit personnel should be compensated in the top quartile of local metropolitan cities.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Goal 3:

Achieve environmentally friendly and financially sustainable infrastructure systems.

Strategy 1:

Create a sustainable infrastructure task force and develop a long-term infrastructure sustainability plan.

Proposed Action Steps:

- **Survey citizens, define objectives and identify regulatory / environmental gaps.**
 - Rationale:
 - Sustainable infrastructure is a new concept which is not yet widely utilized by the community or the City. Before embarking on a series of disconnected initiatives, a cohesive approach to sustainable infrastructure should be defined. An initiative similar to *Lee's Summit 360°* could be utilized to determine the costs and benefits of sustainable infrastructure. This would include such systems as: storm water, landfill, sewers, City water, street lights and streets.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee
- **Make recommendations, educate citizens and receive approval to implement.**
 - Rationale:
 - Upon completion of the initiative, the task force must make considerable effort to educate the general population, business and leadership to the benefits and costs of this approach and deliver a City-approved plan.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Strategy 2:

Promote and implement select 'green' initiatives.

Proposed Action Steps:

- **Create a storm water utility.**
 - Rationale:
 - Storm water utilities are commonly based on improving a community's ability to meet a variety of objectives, such as funding improved maintenance and capital investments, improving flood management abilities, and improving water quality. Prior to the expansion of an improved storm water infrastructure program, the City should create a storm water utility which would provide a source of revenue for needed maintenance and improvements. Findings of the Storm Water Task Force should be closely considered and focus placed on several of the following services:
 - Enhanced maintenance for improved flood and water pollution control
 - Capital projects for water quality treatment
 - Water quality management
 - Capital facilities that induce groundwater recharge for water supply
 - Ecological Preservation
 - System-wide Planning
 - Regulation and Enforcement Activities
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - Short term (3-5 year) goal with high priority.
- **Adjust wastewater impact fee and rates to meet expected costs and create an annually adjustable schedule of fees to ensure appropriate rate adjustments in the future.**
 - Rationale:
 - Lee's Summit wastewater infrastructure funding has not kept up with inflation or with expected costs to maintain and enhance the system. One major enhancement is to eliminate both private and public inflow and infiltration. Another enhancement is to establish a methodology for increasing rates on an annual basis. Consideration should be given to immediately increasing fees and to establish a process whereby fees are regularly reviewed on an annual basis based on a policy that establishes a ratio of fees to costs.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - Short term (3-5 year) goal with high priority.

Local Government KPA

- **Consolidate current solid waste collection and support the use of incentives to encourage volume-based pricing & curbside recycling.**
 - Rationale:
 - Implement a City-wide solid waste collection contract. This will reduce costs, improve neighborhood environmental impact and maximize accountability with service providers. Incentivize recycling and other waste reduction techniques by charging individual households based on the volume of waste created.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - Short term (3-5 year) goal with high priority.

Goal 4:

Promote fiscally sustainable and environmentally sensitive development.

Strategy 1:

Continue to maintain prudent cost management and conservative fiscal strategies.

Proposed Action Steps:

- **Explore multi-City resources for all large projects with regional appeal.**
 - Rationale:
 - Large infrastructure projects with regional appeal such as museums, sports arenas, and other big ticket items are not necessarily needed by every City in the metropolitan area. Rather than taking a “build it ourselves” approach to these projects, the City could pursue projects jointly with neighboring communities if and when such facilities are proposed. These facilities may or may not be located within Lee’s Summit city limits but would be able to be used jointly by citizens of multiple cities.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

- **Enhance or expand group purchasing with other metropolitan organizations.**
 - Rationale:
 - On an ad hoc basis, Lee’s Summit looks to involve other cities for group purchasing of needed equipment such as police cars. The City should move aggressively and cooperatively with other communities to standardize and expand this cost savings initiative to all large purchases in the City. In addition, when there is an equal cost impact to the City, preference should be given to purchasing from local businesses.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Local Government KPA

- **Continue to maintain legislated budget reserve strategy and protect bond rating.**
 - Rationale:
 - Lee's Summit currently has a conservative budget strategy that requires a fiscal reserve. We recommend that this approach stay in effect in order to promote spending discipline and to protect the City's bond rating.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Strategy 2:

Promote balanced revenue mix.

Proposed Action Steps:

- **Develop and support initiatives to define and encourage the balanced mix of revenue for the City.**
 - Rationale:
 - The City currently has a balanced mix of funds to support activities. This balance better enables the City to weather challenging economic times. The recommendation that development should be channeled could result in a broadened tax base and the creation of new well paying jobs.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee
- **Maximize use of Fiscal Impact Model in determining development.**
 - Rationale:
 - The Fiscal Impact Model usage should be maximized and utilized for all significant development activities in the City. This model can assist in providing an independent analysis of the impact of development. This model can help arbitrate discussions between competing interests.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Strategy 3:

Incentivize sustainable development.

Proposed Action Steps:

- **Support the preservation of greenways and create a master plan for large tracts of both open and redeveloped land.**
 - Rationale:
 - Greenways are important to the overall health, appearance and desirability of the community. With limits on current land within the City, there will be pressure to return this open space to development and revenue producing property. To ensure that the preservation of open land occurs, the City should create a master plan for the long term intended uses of large tracts of land in undeveloped and redeveloped areas.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

- **Incorporate smart growth initiatives and incentives for ‘green’ building into *Comprehensive Development Plan*.**
 - Rationale:
 - The community at large benefits from ‘green’ building standards by lowering energy costs, improving healthy environments and generating good publicity for the City. Incentives should be provided by the City that encourage ‘green’ development and new urbanization. Second, the City should look to zoning or code changes that reduce sprawl and promote walk able communities and business districts. Lee's Summit's downtown core is a prime example of this model and should be preserved. Shopping, services and homes are in close proximity to one another. When new development occurs in redeveloped areas, it should be sustainable, meaning renovation and rehabilitation versus the razing of structures.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Local Government KPA

- **New public facilities should meet Leadership in Energy and Environmental Design (LEED) standards and all public facilities should undergo carbon footprint studies.**
 - Rationale:
 - The use of LEED standards for new and existing buildings promotes a whole-building approach to sustainability by recognizing performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality. Lee’s Summit is not expected to pursue certification of these facilities, but recommend that the defined standards are met unless significant financial burdens are demonstrated. The City should serve as an example for the community.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Strategy 4:

Protect natural resources of the community.

Proposed Action Steps:

- **Promote water and energy conservation, alternative energy, and pollution prevention.**
 - Rationale:
 - A community that carefully manages natural resources receives significant cost, health and community image benefits. By driving more ‘green’ initiatives in this area, Lee’s Summit will be a more energized community and one that will be more attractive for economic development and population growth in the long term.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee
- **Complete a tree inventory and enhance Tree Board.**
 - Rationale:
 - A Tree Board, or Commission, is a group of concerned volunteer citizens who would be charged with developing and administering a comprehensive tree management program. A tree inventory is the gathering of accurate information on the health and diversity of the community forest. There should also be continued education of Home Owners Associations (HOA) and citizens on the importance of these community assets. Trees in both new and redeveloped areas should be provided stronger protections by the City, beyond a minimum standard.
 - Implementer:
 - TBD by Implementation Committee
 - Potential Resources Required:
 - TBD by Implementation Committee
 - Projected Timeline:
 - TBD by Implementation Committee

Quality of Life Mini Vision Statement

Acclaimed as the ideal place to live, learn, work and play, Lee's Summit embodies healthy living, excellence in the arts, recreation, learning and multi-generational leisure opportunities combined with a respect for the environment and its diverse population.



Key Performance Area Members

Co-Chairs: **Damond Boatwright and David McGehee**

Russ Berlin
Mary Biber
Patti Browder
LaTonya Burgette
Julie Cawby
Carl Chinnery
Hollie Couch
Stacy Crabtree
Robin Dawson
Janis Duke
David Elliott
Gene Fellows
Diane Forte
Steve Gouldsmith
Bill Hampton

Brennan Hampton
Ryan Harp
Kristi Johnson-Ware
Patti LeMaster
Debbie Leonard
Sue LeVota
Ben Martin
Laura Maxwell
Jacqui Moore
Tom Munsell
Susan Murphy
Emmanuel Ngomsi
Jim Phillips
Rosella Prins
Lisa Pycior

Jeanine Rann
Linda Reabe
Alicia Roling
David Shook
Chris Simon
Chet Smith
Debbie Starke
Marla Stout
Robin Trafton
Barb VonArb
Bob Weber
Connie Wellman
Ron Williams
Dymon Wood
Marian Zajic

Quality of Life KPA

Goal 1:

Establish strategies & action steps that support arts and culture in Lee's Summit.

Strategy 1:

Increase the quantity, variety, and quality of arts programming that is reasonably priced and accessible.

Rationale:

The 2007 Cultural Arts Plan states, "The research reveals the City's citizens are hungry for more arts opportunities: only 20% of respondents to a public survey rate the availability of arts programs as 'excellent' or 'good'..."

Proposed Action Steps:

- **Help arts organizations become self sustaining by promoting their value to our community and region, increasing accessibility to audiences of all ages, and building private sector support. The first step in this process requires support for the Lee's Summit Arts Council's website and calendar initiatives.**
- **Attract and support professional artists through incentives, live-work spaces, affordable and accessible studio and exhibition space, and resources for professional development.**
- **Develop and promote a network of Metropolitan Kansas City arts organizations that would support the import of arts programming to Lee's Summit and/or support the development of creative transportation solutions to local and regional cultural art opportunities so that all Lee's Summit citizens have access to art and culture in the region.**
- **Support the continuation and expansion of the Parks and Recreation Department's cultural arts programming and increase opportunities for community fairs, festivals, and concert series.**
 - Implementers:
 - Arts, Parks and Recreation Department, Summit Arts and other arts groups, Metropolitan Community College (MCC) at Longview, City of Lee's Summit, Downtown Lee's Summit Main Street, Lee's Summit Chamber of Commerce
 - Potential Resources Required:
 - Parks and Recreation Department, Downtown Lee's Summit Main Street, Lee's Summit Chamber of Commerce, Summit Arts and other arts groups, MCC at Longview, exhibitor fees, grants, sponsorships
 - Projected Timeline:
 - Ongoing

Quality of Life KPA

Strategy 2:

Utilize the cultural arts identity as an economic and community development strategy.

Rationale:

There is compelling new evidence that the non-profit arts industry successfully attracts visitors, spurs business development, supports jobs, and generates government revenue.

Proposed Action Steps:

- **Conduct a study on the impact of cultural arts on the economic development in Lee's Summit.**
- **Create the position of a full-time Cultural Arts Coordinator City Staff person as recommended in the *Cultural Arts Plan* to assist with oversight, advocacy, action and future planning.**
- **Research and establish sources for cultural arts funding.**
- **Continue to support the *Cultural Arts Plan* as adopted by the Lee's Summit Arts Council.**
 - Implementers:
 - City Manager, Lee's Summit Economic Development Council (LSEDC), Lee's Summit Chamber of Commerce, Lee's Summit Parks and Recreation Department
 - Projected Resources Required:
 - Truman Heartland Community Foundation, Eastland Community Foundation, City of Lee's Summit, user fees, taxes, grants, Parks and Recreation Department, LSEDC
 - Projected Timeline:
 - High priority short term goal (steps 1-2); ongoing (steps 3-4)

Quality of Life KPA

Strategy 3:

Work to create a network of successful, sustainable, multidisciplinary cultural art spaces, museums, performance venues, and cultural districts that reflect the City's diversity, creativity and history.

Rationale:

Since the 1993 strategic planning session, the residents of Lee's Summit have consistently requested that the City strengthen its support of the arts. Lee's Summit will benefit from a culture of creativity and innovation, with a foundation in public/private collaboration and community-wide implementation.

Proposed Action Steps:

- **Conduct a *Cultural Center Feasibility Study* to determine the best approach to increase the number of quality cultural art venues, with special attention to the need for performance and exhibition space.**
- **Considering results of a *Cultural Center Feasibility Study*, create a Cultural Arts Facilities Task Force, with special attention to finding a home for the Lee's Summit Symphony.**
- **Establish a cultural district downtown and evaluate expanding to define additional cultural districts throughout the city.**
- **Working with community partners, search for innovative locations for cultural arts programs and events.**
 - Implementers:
 - City of Lee's Summit, Truman Heartland Community Foundation, Eastland Community Foundation, City Planning Commission, Downtown Lee's Summit Main Street, LSEDC, Lee's Summit Chamber of Commerce, Lee's Summit school systems, Arts Council, Lee's Summit Parks and Recreation Department, churches, Unity Village, Jackson County Parks and Recreation, John Knox Village, Lee's Summit Symphony, Metropolitan Community College (MCC) at Longview, home owners associations, Lee's Summit Arts Council.
 - Potential Resources Required:
 - Truman Heartland Community Foundation, Eastland Community Foundation, City of Lee's Summit, user fees, taxes, grants, Lee's Summit Parks and Recreation Department, LSEDC, benefactor to be identified
 - Projected Timeline:
 - Step 1: High priority short term goal; Step 2: 1-2 years (short term) from completion of step 1; Step 3: Ongoing; Step 4: 1-2 years (mid term) from completion of steps 1-3.

Quality of Life KPA

Goal 2:

Establish strategies & action steps that support a positive brand & consistent community image.

Strategy 1:

Determine desired image of Lee's Summit.

Rationale:

Lee's Summit needs brand consistency with its vision to define and market the City as the ideal place to live, learn, work and play.

Proposed Action Steps:

- **Commission and authorize an appropriate group to identify criteria and definition of a destination city.**
- **Determine why the most recent branding initiative was not embraced and implement strategies to ensure success.**
 - Implementers:
 - A cross-sectional group representing, among others, City government, school systems, citizens, John Knox Village, business leaders, Lee's Summit Chamber of Commerce, LSEDC, Downtown Lee's Summit Main Street and a consultant or marketing team
 - Potential Resources Required:
 - Resources are not yet identified; known costs to include consultant fees, administrative support, conference facilities and incidentals.
 - Projected Timeline:
 - Short term goal

Strategy 2:

Identify and address multi-generational interests and needs.

Rationale:

Our community should meet the needs of all age groups.

Proposed Action Steps:

- **Survey Lee's Summit citizens by establishing focus groups, taking inventory of facilities and current activities already located in Lee's Summit to determine which interests and needs are already satisfied and which interests and needs require additional attention.**
- **Develop and implement programs and opportunities to address the identified gaps.**
- **Continue to support and enhance desired existing programs and implement new programs as identified in step two above.**
 - Implementers:
 - A cross-sectional group representing, among others, the school systems, Lee's Summit citizens representing all age groups (middle school to senior adults), the health industry, Lee's Summit Chamber of Commerce, Downtown Lee's Summit Main Street, LSEDC and City government representatives.
 - Potential Resources Required:
 - Resources are not yet identified; known costs to include consultant fees, survey costs, administrative support, conference facilities and incidentals. Implementation costs to be determined based on results of survey.
 - Projected Timeline:
 - Short term goal

Quality of Life KPA

Strategy 3:

Implement and promote the Lee's Summit brand.

Rationale:

Implementation of the Lee's Summit brand facilitates economic development, broadens the tax base and promotes a strong sense of community and civic pride.

Proposed Action Steps:

- **Establish a multi-use facility/Hotel Convention Center and Visitors Bureau to attract convention business and promote Lee's Summit as a destination city.**
- **Implement existing monument signage plan at designated entries into the city.**
- **Collaborate with the City and State to improve the aesthetics of public thoroughfares, common ground, green space and private property (including through proactive Codes Enforcement efforts). If necessary, assist those citizens with demonstrated financial or physical needs in maintaining and improving the condition of private property, either via volunteer efforts, public aid or other available means.**
- **Create and publicize a comprehensive community calendar of events to all citizens, including information about facilities, activities, attractions, festivals, and volunteer opportunities in Lee's Summit.**
- **Explore feasibility of purchasing land in the downtown corridor, including the church property at 2nd and Douglas, for the purpose of a possible multi-use facility.**
 - Implementers:
 - A cross-sectional group representing, among others, City government, school systems, citizens, Lee's Summit Parks and Recreation Department, Public Works Department, business leaders, Chamber of Commerce, LSEDC, Downtown Lee's Summit Main Street, developers and a consultant or marketing team.
 - Potential Resources Required:
 - To be determined by Implementation Committee
 - Projected Timeline:
 - Mid to long term goal (mid term)

Quality of Life KPA

Goal 3:

Establish strategies & action steps that support a diverse community.

Strategy 1:

Identify, educate and implement civic standards for diversity within the community in order to promote mutual understanding and respect among all social, generational, racial, religious, cultural and ethnic groups.

Rationale:

Establishing a community environment where all residents have equal opportunities, personal safety, high levels of citizen responsibility, and character will benefit the entire community of Lee's Summit. In addition, offering educational programs will provide individuals with the background and framework on the benefits to them and the community when they participate and take responsibility in/for their actions on issues.

Proposed Action Steps:

- **Promote diversity and inclusion through education and community involvement in activities that provide programs of learning and understanding of issues of diversity and inclusion, positive relationship building and community history.**
- **Develop an on-going delivery system to educate the community on important issues and trends related to diversity which will, in turn, create opportunities to lessen tensions and promote dignity for all citizens, and respect for all cultures.**
 - Implementers:
 - Create a task force to identify issues of diversity and inclusion and opportunities for interested citizens to participate in preventing discrimination, bias and hate crimes.
 - Potential Resources Required:
 - Existing Human Relations Commission, school systems, private consultants
 - Projected Timeline:
 - Short term goal

Quality of Life KPA

Goal 4:

Establish strategies & action steps that support healthy lifestyles.

Strategy 1:

Continue commitment to park preservation and expansion.

Rationale:

Lee's Summit residents should have affordable, accessible recreation.

Proposed Action Steps:

- **Encourage developers to dedicate green space in developments or provide funding in lieu of dedicating land that can be used for the purchase and maintenance of parks and trails.**
- **Continue to acquire land for the development of parks and trails so that parks are located within one-half mile of each residence; recreational facilities are more accessible and will serve all parts of the community; and, a trails system connects the entire community.**
 - Implementers:
 - Create a Recreational Task Force to work with the Planning Commission and City Council.
 - Potential Resources Required:
 - Funding and/or dedication of green space by developers for new park land and City funding for long-term development and maintenance.
 - Projected Timeline:
 - Step 1: Short term goal; Step 2: Mid term goal

Strategy 2:

Create and promote awareness of community wellness initiatives so that residents increasingly choose healthy lifestyles.

Rationale:

By becoming more active, residents can reduce their health problems and healthcare costs. By partnering with several health and wellness organizations, citizens are more likely to utilize programs and information that could improve their health.

Proposed Action Steps:

- **Encourage private/public partnerships, particularly between healthcare providers, the Parks and Recreation Department and the insurance industry, to provide healthy lifestyle programs/education. This might include a universal pass to recreation facilities or a reduced fee fitness analysis.**
- **Through this coalition of stakeholders, promote all recreational activities occurring in Lee's Summit and available recreational resources, specifically the inter-connected trails system.**
 - Implementers:
 - Create Healthy Lifestyles Task Force which includes representatives from the recreation, healthcare and insurance areas. This task force could work in conjunction with the Health and Human Services Advisory Board.
 - Potential Resources Required:
 - Availability and willingness of stakeholders to work collaboratively.
 - Projected Timeline:
 - Step 1: Short term, high priority goal; Step 2: Short term goal and ongoing

Quality of Life KPA

Strategy 3:

Share a community commitment to environmental sustainability.

Rationale:

Preserving the future of our city is important; therefore, by committing to long term environmental sustainability, the City of Lee's Summit will encourage others in the community.

Proposed Action Steps:

- **Create City-wide options for curb-side recycling services.**
- **Provide incentives for developers and residents to “go green” (building codes, water-saving landscapes, efficient energy sources, recycling, environmentally safe materials).**
- **Evaluate and incorporate, when feasible, ‘green’ features in all City facilities such as alternative energy, low energy light bulbs, use of untreated water for irrigation or fire hydrants, etc.**
 - Implementers:
 - Expand existing Green Solutions Task Force to include research and implementation.
 - Potential Resources Required:
 - City funding may be required in order to implement recommendations.
 - Timeline:
 - Step 1 & 2: Short term, high priority goal; Step 3: Ongoing.

Transportation Mini-Vision Statement

Transportation in Lee's Summit is a planned, regionally integrated, multi-modal, accessible, and well-maintained system that facilitates movement about the city and encourages growth and economic development. This system includes vehicular, bicycle, pedestrian, aeronautical, rail and mass transit components that provide safe, efficient, and sustainable transportation of people, goods, and services to and from places where people live, work, worship, shop, play, learn, and seek medical care.



Key Performance Area Members **Co-Chairs: James Freeman and Brian Whitley**

Nancy Bruns
Scott Coryell
Nancy Dean
Mike Everly
B. Eric Falk
Marlese Gourley

Terry Hedrick
Lynn Hinkle
Tommy Jewitt
Dr. Ed Kraemer
Rob Loethen
Mick Mithelavage

Bill Moehle
Win Nickens
Tim Nydegger
John Read
Gary Reeves
Gary Schults

Hinton Shockley
Mary Shockley
Bill Simpson
Ken Stremming
Joe Willerth
Dan Wiltshire
Bob Zajic

Transportation KPA

Goal 1: Airport

Determine if expansion of the Lee's Summit Municipal Airport (Airport) will provide desirable economic development and growth for Lee's Summit with net positive benefits to the community overall.

Rationale:

Enacting the top priority of *Lee's Summit Municipal Airport Business Plan* could attract new businesses to the area and increase the safety of users and surrounding residents. As there is no other convenient airport for corporate usage in Eastern Jackson County, this expansion could increase the use of the Airport, thus increasing fuel sales which in turn may improve the long term economic viability of the Airport. As such, and after considering all relevant factors, determination should be made as to whether expansion of the Airport would provide a net positive benefit to the community and should be pursued.

Strategy 1:

If the *Lee's Summit Municipal Airport Business Plan* supports expansion and is approved by City Council, increase political and popular support for expanding use of the Airport area.

Proposed Action Steps:

- **Await formal presentation of *Lee's Summit Municipal Airport Business Plan* to City Council.**
 - Implementer:
 - Reviewed by City Council, Board of Aeronautic Commissioners (BOAC), Transportation KPA
 - Potential Resources Required:
 - Already funded
 - Projected Timeline:
 - The plan was presented to the Finance and Personnel Committee on May 26, 2009 where it was referred to City Council for full consideration. It is tentatively scheduled to be presented to City Council in September, 2009.

- **Distribute summary of findings and report to media and public**
 - Implementer:
 - City Staff, Lee's Summit Chamber of Commerce, Lee's Summit Economic Development Council (LSEDC)
 - Potential Resources Required:
 - Include in *City Scope*, website, other media outlets
 - Projected Timeline:
 - Currently in progress

Strategy 2:

If the *Lee's Summit Municipal Airport Business Plan* supports expansion of the Airport area, increase business opportunities and fuel sales so operational revenues match or exceed operational expenses.

Proposed Action Steps:

- **Increase business development opportunities through promotion of Airport.**
 - Implementer:
 - City Council, Lee's Summit Chamber of Commerce, LSEDC
 - Potential Resources Required:
 - Advertising funds to bring new aeronautical businesses to Lee's Summit with sources to be identified by implementation committee and City Staff.
 - Projected Timeline:
 - 7 months (short term) from start of approved expansion.

Strategy 3:

If the *Lee's Summit Municipal Airport Business Plan* supports expansion, encourage City Council to make a decision in accordance with the plan on expansion of the runway 1,300 feet for safety, noise reduction, and operation of corporate jets.

Proposed Action Steps:

- **Facilitate community discussion of Airport utilization.**
- **Make determination by City Council, with input from citizens, on expansion of the Airport.**
- **If *Lee's Summit Municipal Airport Business Plan* is favorable to expansion and approved, identify possible local, state and federal funding sources to lengthen runway, and take steps necessary to obtain resources.**
 - Implementer:
 - City Council, Lee's Summit Chamber of Commerce, LSEDC
 - Potential Resources Required:
 - None
 - Projected Timeline:
 - To be determined by Implementation Committee
- **As resources are made available, proceed with actual lengthening of runway (resulting in increased fuel sales).**
 - Implementer:
 - City Council, Public Works Department
 - Potential Resources Required:
 - 5% City funding match to 95% federal match; engineering study already funded and complete
 - Projected Timeline:
 - Completion after 18 months (long term) from start of approved project.

Suggested Measures of Success (to be refined by Implementation Committee):

- Increase north/south runway by 1,300 feet for safety and operation of corporate jets.
- Increased jet fuel sales to balance Airport operation budget.
- Increased number of businesses in Lee's Summit Airport area and community in general due to improved Airport increasing tax base.
- Decreased noise profile due to extension of runway.¹

¹ see McComas – Lee's Summit Municipal Airport Environmental Assessment; Exhibits I, J, K

Goal 2: Complete Streets

A “Complete Streets” system would allow safe access along and across Lee’s Summit streets for all citizens, including motorists, bicyclists, pedestrians, and transit riders.

Rationale:

Implementing a “Complete Streets” concept would reduce traffic congestion, air pollution, and gasoline consumption while improving the safety and access for all people using city streets. In addition, it also facilitates the use of mass transit which provides lower-cost transportation options/choices. It could also encourage active living to combat obesity and promote public health. Lastly, a complete streets system would comply with federal guidelines for pedestrian and bicycle access. The intention of this goal is to implement the complete streets system in conjunction with the current *Greenway Master Plan* adopted as part of the City’s *Comprehensive Plan*.

Strategy 1:

Develop a “Complete Streets” approach to transportation in Lee’s Summit.

Proposed Action Steps:

- **Establish a “Complete Streets Advisory Committee”.**
 - Implementer:
 - Mayor
 - Potential Resources Required:
 - Qualified City Staff (e.g. traffic engineer) and interested citizens
 - Projected Timeline:
 - Immediately (short term high priority)

- **Adopt a “Complete Streets Ordinance²” for Lee’s Summit.**
 - Implementer:
 - Mayor & City Council
 - Potential Resources Required:
 - Complete Streets Advisory Committee and City Staff, model ordinances from other cities, Missouri Bicycle Federation, Parks & Recreation Department.
 - Projected Timeline:
 - 6 months (short term) from establishment of Complete Streets Advisory Committee.

² Complete Streets Ordinance should include a “policy focus” to accommodate bicyclists, pedestrians, motorists and mass transit riders of all ages and abilities. This policy could be applied to all new street projects, including the resurfacing, redesign, or re-striping of existing streets. The Ordinance could also require developers to include safe access for bicyclists and pedestrians in any new or redeveloped areas. The Ordinance could mandate that future developers allocate portions of their projects for Greenway dedication even if they are not necessarily parallel to roads. Making a policy work in the real world requires developing a process to handle exceptions. The Federal Highway Administration’s guidance on accommodating bicycle and pedestrian travel named three exceptions: 1) accommodation is not necessary on corridors where non-motorized use is prohibited, such as interstate freeways; 2) cost of accommodation is excessively disproportionate to the need or probable use; 3) a documented absence of current or future need. In addition to defining exceptions, there must be a clear process for granting them. Any exceptions should be kept on record and publicly available.

Transportation KPA

- **Develop a "Share the Road" education campaign to encourage safe bicycling, safe walking, and safe driving in Lee's Summit.**
 - Implementer:
 - Complete Streets Advisory Committee, Parks and Recreation Department, Public Works Department, and the local development community
 - Potential Resources Required:
 - City Staff, Parks and Recreation Department, Public Safety Advisory Commission, Police Department, Public Works Department, Health Education Advisory Board as determined by the Implementation Committee
 - Projected Timeline:
 - 6 months (short term) from establishment of Complete Streets Advisory Committee (to coincide with adoption of Complete Streets ordinance).
- **Develop safe walking/bicycling routes to schools, senior centers, community centers, and parks.**
 - Implementer:
 - City Manager with Public Works Director, local development community
 - Potential Resources Required:
 - School district, subdivision developers, Home Owners Associations (HOA), Safe Routes to School National Partnership, Public Works Department, Parks and Recreation Department, Police Department, Public Safety Advisory Board, Complete Streets Advisory Committee
 - Projected Timeline:
 - 1-2 years (short term) from establishment of Complete Streets Advisory Committee.
- **Pursue coordination of actions with neighboring communities and regional entities.**
 - Implementer:
 - Mayor, City Manager
 - Potential Resources Required:
 - City Staff, Parks and Recreation Director, Chamber of Commerce, Public Works Director, Complete Streets Advisory Committee, MARC, Missouri Department of Transportation (MODOT), Missouri Bicycle Federation
 - Projected Timeline:
 - Ongoing
- **Eliminate barriers to safe bicyclist and pedestrian movement across major thoroughfares in Lee's Summit.**
 - Implementer:
 - Public Works Director, City traffic engineer, and local development community
 - Potential Resources Required:
 - MODOT, Complete Streets Advisory Committee, Parks and Recreation Department, State Institute of Transportation Engineers
 - Projected Timeline:
 - 3-5 years (mid term) from establishment of Complete Streets Advisory Committee.

Strategy 2:

Transform Lee's Summit into a "Bicycle Friendly Community"³.

Proposed Action Steps:

- **Assess safety and access for bicycles on Lee's Summit streets.**
 - Implementer:
 - City Manager and Traffic Engineer
 - Potential Resources Required:
 - City Staff, Parks and Recreation Department, Public Works Department, Complete Streets Advisory Committee, League of American Bicyclists, Missouri Bicycle Federation
 - Projected Timeline:
 - Ideally within 2 months (short term high priority) from establishment of Complete Streets Advisory Committee.

- **Re-stripe streets that could currently accommodate safe advanced fitness/transportation bicycle travel with simple reconfiguration (e.g. narrowing the center lanes of a wide 4 lane street to allow wider curb lanes with bike lanes; or changing a 4 lane street to 3 lanes, including a center turn lane, with bike lanes.)**
 - Implementer:
 - City Manager and Traffic Engineer
 - Potential Resources Required:
 - Public Works Department, Complete Streets Advisory Committee, Parks and Recreation Department
 - Projected Timeline:
 - To be determined; ideally within 3-6 months (short term) from establishment of Complete Streets Advisory Committee.

- **Apply for "Bicycle Friendly Community" designation.**
 - Implementer:
 - Mayor and City Manager
 - Potential Resources Required:
 - Complete Streets Advisory Committee, City Staff, League of American Bicyclists, Parks and Recreation Department
 - Projected Timeline:
 - 3 months (short term) from establishment of Complete Streets Advisory Committee

- **Continuously improve our "Bicycle-Friendly Community" status based on feedback from the League of American Bicyclists.**
 - Implementer:
 - Mayor and City Manager
 - Potential Resources Required:
 - City Staff, Parks and Recreation Department, Public Works Department, Complete Streets Advisory Committee, League of American Bicyclists
 - Projected Timeline:
 - Ongoing

³ The "Bicycle Friendly Community" program is administered by the League of American Bicyclists. (Levels include: Bronze, Silver, Gold, and Platinum.)

Transportation KPA

- **Complete the “Greenway Master Plan” and connect with MetroGreen®.**
 - Implementer:
 - Parks and Recreation Director
 - Potential Resources Required:
 - City Staff, Lee’s Summit Parks and Recreation Board and Staff, Complete Streets Advisory Committee, MARC, Public Works Department
 - Projected Timeline:
 - 5-10 years (long term) from establishment of Complete Streets Advisory Committee.

- **Complete the proposed KATY Trail extension through Lee’s Summit.**
 - Implementer:
 - Parks and Recreation Director and Public Works Director
 - Potential Resources Required:
 - Missouri Department of Natural Resources, Public Works Department, Parks and Recreation Department, City Council, and Mayor
 - Projected Timeline:
 - To be determined by Implementation Committee

Suggested Measures of Success (to be refined by Implementation Committee):

- Mayor establishes a “Complete Streets Advisory Committee”.
- City Council passes a comprehensive “Complete Streets Ordinance²”.
- Citizen perception of walking and bicycling safety improves.
- Number/percentage of trips by bicycling/ walking/ mass transit increase steadily.
- Lee’s Summit achieves “Bicycle Friendly Community³” designation and continues to improve its designation level.
- Greenway Master Plan is completed.
- KATY trail is completed through Lee’s Summit to Kansas City.

Goal 3: Mass Transit

Provide the citizens of Lee's Summit a safe, cost-effective, accessible, environmentally responsible regional mass transit system that connects people to work, educational institutions, medical institutions, and entertainment destinations within Lee's Summit and with connections to other transit routes within the Kansas City metropolitan areas. This goal is to be accomplished as it is deemed feasible and fiscally sustainable for the City.⁴

Rationale:

A mass transit system could serve many demographics within the City such as mature adults and the disabled; those who want to ride for economic reasons or for convenience; and those who want to ride for 'green' reasons. The system would provide transportation for these individuals to get to and from places of work, education, health care services, and entertainment within Lee's Summit and the larger metropolitan area.

Strategy 1:

Expand access for Lee's Summit citizens to a local bus system either through expansion of the KCATA system and/or independently develop a fully interconnected Lee's Summit system. This strategy is a three-year concept, based on the fact that the City is currently reviewing an internal proposal to expand KCATA Route 252.

Proposed Action Steps:

- **Research bus ridership potential and growth potential.**
 - Implementer:
 - City Staff, interested volunteers, Kansas City Area Transit Authority (KCATA), and/or outside consultant
- **Continue to work with neighboring cities for connecting links to their intra-city routes or pick-up points.**
 - Implementer:
 - City in concert with neighboring cities
- **If feasibility study supports, redesign KCATA Route 252 route (add more buses, buy City-owned buses and/or supplement KCATA with volunteer resources such as community churches) and develop a complete marketing plan to increase visibility and ridership.**
 - Implementer:
 - City, KCATA and volunteers
- **If research study supports, extend KCATA Route 252 to neighboring cities.**
 - Implementer:
 - City, KCATA and volunteers (church manpower and assets)

Suggested Measures of Success:

Produce a recognizable increase in annual ridership beyond what would be expected from the trending increase in area population growth. Although somewhat subjective, contribute to the reduction in traffic accidents, traffic congestion, and air pollution.

⁴ Due to the large scope of this goal, potential resources required and projected timelines will be determined by the Implementation Committee as the steps are determined feasible and actionable.

Strategy 2:

Determine the fiscal impact and commitment required to develop a commuter rail system linking Lee's Summit to Kansas City and appropriate points in between and implement system, upon recommendation of approved study. This is a major regional concept for Lee's Summit to consider in conjunction with surrounding communities for long-range implementation following positive results of a feasibility study.

Proposed Action Steps:

- **Prepare a preliminary report that summarizes the timeline, scope of work and possible resources required to determine the commitment necessary to pursue the project and that highlights the major issues which may be encountered. This report would focus on the net benefits afforded the City through pursuit and supporting of this regional initiative.**
 - Implementer:
 - Task force of citizens, City Staff, and other appropriate stakeholders brought together for the purpose of researching and reporting on this issue.
- **If it is determined to be in the best interests of the City overall and when fiscally appropriate, engage outside consultant to prepare detailed report. Scope of work to be determined by Implementation Committee and City Staff and approved by City Council.**
 - Implementer:
 - City, outside consultant
- **Create a community outreach campaign that will inform the public of the results of the study.**
- **If the feasibility study recommends continued action and is approved by the City Council, with community input, plan and execute the following steps as appropriate and actionable:**
 - **Determine rights of way currently available, which existing railroad lines are available and what neighboring communities would participate.**
 - **Create business plan**
 - **Find funding sources**
 - **Create the design**
 - **Complete the build**
 - Implementer:
 - KCATA, City of Lee's Summit, Mid-America Regional Council (MARC) and others as determined by the Implementation Committee

Strategy 3:

Determine the fiscal impact, commitment required and community-wide support to join efforts to develop a light rail system within the major metropolitan area which would extend to Lee's Summit and connect it with the surrounding area via this mode of transport. Upon recommendation of approved study, pursue implementation. This is a major regional concept for Lee's Summit to consider in conjunction with surrounding communities for long-range implementation following positive results of a feasibility study.

Proposed Action Steps:

- **Prepare a preliminary report that summarizes the timeline, scope of work and possible resources required to determine the commitment necessary to pursue the project and that highlights the major issues which may be encountered. This report would focus on the City's perspective of joining and/or supporting a major metropolitan initiative.**
 - Implementer:
 - Task force of citizens, City Staff, and other appropriate stakeholders brought together for the purpose of researching and reporting on this issue.

- **If it is determined to be in the best interest of the City overall and when fiscally appropriate, engage an outside consultant to prepare a detailed report. Scope of work to be determined by Implementation Committee and City Staff and approved by City Council.**
 - Implementer:
 - City, outside consultant

- **Create a community outreach campaign that will inform the public of the results of the study.**
 - Implementer:
 - City Staff

- **If the feasibility study recommends continued action and is approved by the City Council, with community input, plan and execute the following steps as appropriate and actionable:**
 - **Determine rights-of-way currently available, including interstate medians, surface or elevated design, and what neighboring cities would participate.**
 - **Create business plan**
 - **Find funding sources**
 - **Create the design**
 - **Complete the build**
 - Implementer:
 - KCATA, City, MARC and others as determined by the Implementation Committee

Acknowledgements

While a significant portion of this project was sponsored by the City of Lee's Summit, the majority of the funding and support was provided by local businesses and organizations from around the community. It is through these generous donations and sponsorships that this long term strategic planning process has been made possible.



HSMC Certified Public Accountants, P.C.

Shirley Thomas

Robby Warren

Appendix

Co-Chairpersons

Vicky Cundiff and Jon Ellis

Initiating Committee

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Jon Ellis	Thom Schlosser
James Freeman	Diane Seif
Becky Freetley – Graber	Karen Traxel
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Barbara Prestage	

Facilitator

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Trisha Palmer

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Lee's Summit High School

* indicates Chair or Co-Chair

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Mary Biber	David Elliott	Bruce Hattig
Rob Binney	Jon Ellis	Terry Hedrick
Matt Bird-Meyer	Gayle Evans	Geneva High
Damond Boatwright	Teresa Evans	Geoff Hill
Dana Boice	Mike Everly	Lynn Hinkle
Annette Braam	Eric Falk	David Hutchinson
Mark Bredemeier	John Faulkenberry	John Ivey
Ron Brohammer	Gene Fellows	Hulen Jenkins
Robert Brooks	Keith Fenwick	Michelle Jennings
Patricia Browder	Micah Flint	Tommy Jewitt
William Brown	Alan Flory	Kristi Johnson-Ware
Nick Brummel	Erlene Flowers	Glen Jones
Joan Bruns	Diane Forte	Tony Jose
Nancy Bruns	Kim Fowler	Syrtiller Kabat
Dennis Bullard	Sheryl Franke	Seth Kakuske
LaTonya Burgette	James Freeman	Steve King
Teri Burns	Becky Freetly-Graber	Dr. Ed Kraemer
Christine Bushyhead	Daren Fristoe	Marcel LaPlante
Julie Cawby	Gary Fruits	Patti LeMaster
Lenda Chastain	Ron Galvin	Debbie Leonard
Carl Chinnery	Gene Gamber	Sue LeVota
JJ Coates	JoAnn Gann	Bill Lindsay
Susan Coffman	Stephen Gentry	Paula Livingston
Chris Colon	Bob Glaser	Rob Loethen
Kim Corpeny	Dennis "Todd" Gochenour	Bill Marko
Scott Coryell	John Goodbrake	Ben Martin
Hollie Couch	Donna Gordon	Laura Maxwell
Brad Cox	Steve Gouldsmith	Cassandra Martinez
Sandy Cox	Bob Gourley	David McGehee
Stacy Crabtree	Marlese Gourley	Mary Anne Metheny
Vicki Cundiff	Carson Graff	Mick Mithelavage

Bill Moehle
Jacqui Moore
Tyler Morehead
Kevin Morford
April Morford
Dave Mosby
Chip Moxley
Tom Munsell
Susan Murphy
Roy Mussett
Rosalie Newkirk
Win Nickens
Emmanuel Ngomsi
Judy Noland
Tim Nydegger
George Pagels
Klara Parrish
Janice Phelan
Jim Phillips
Mike Poindexter
Barbara Prestage
Eric Prince
Rosella Prins
Dorothy Purtle
Lisa Pycior
Diane Quattrocchi
Vicki Randle
Jeanine Rann
Linda Reabe
John Read

Garey Reeves
Machelle Riffe
Colene Roberts
Alicia Roling
Carol Rothwell
Alicia Ruhl
Chris Salanski
Stephen Salanski
Thom Schlosser
Judy Schmoeger
Gary Schults
Leon Schumacher
Shelly Searcy
Diane Seif
Hinton Shockley
Mary Shockley
David Shook
Paul Shrout
Chris Simon
Bill Simpson
Kari Simpson
Jeffrey Smith
Chet Smith
Connie Smith
Kathy Smith
Laura Smith
Shelley Spencer-Parton
Michele Spilker
Debbie Starke
Ann Starlin-Horner

Marla Stout
Ken Stremming
Robert Tauchen
Shirley Thomas
Mike Tierney
Steve Tominia
Joshua Trask
Robin Trafton
Karen Traxel
Lou Traxel
Tom Tucek
Wesley Veasman
Rick Viar
Barb Von Arb
Robbie Warren
Bob Weber
Connie Wellman
Brian West
Roy Wheeler
Robert White
Brian T. Whitley
Joe Willerth
Ron Williams
Bob Williams
Kim Wilson
Dan Wiltshire
Dymon Wood
Bob Zajic
Marian Zajic

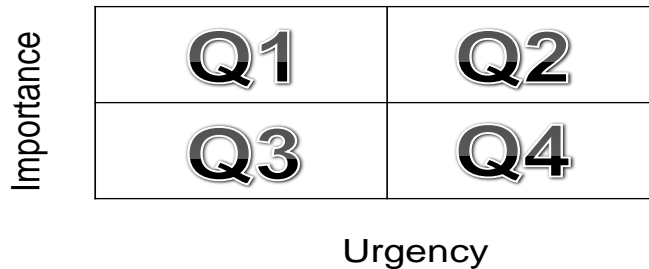
Special Appreciation to the Mayor and City Council

2008-2009

*Lee's Summit 360°:
Charting Tomorrow*

2009

4 Quadrant Prioritization



LS

Description of Quadrant Assignments:

Please note all of the projects that have been assigned to a quadrant below are considered important and critical to the continued success of our community. The purpose of the exercise is to determine what projects should take the highest priority and what projects have the highest level of urgency.

Q1 – Highest importance and highest degree of urgency.

Q2 – Highly important, but the level of urgency is less than Q1.

Q3 – Important and a high degree of urgency.

Q4 - Important, but the level of urgency is less than Q3.

The assignment is based upon “staff perception” and is for the purpose of creating discussion and direction from the Mayor and City Council. Upon the final agreement of the quadrant assignments, the staff will know the issues that have the highest degree of importance and urgency by the Mayor and City Council.

Glossary of Project Names and “Q” Assignments

Fire Ambulance Expansion – Q1

The addition of one ambulance crew, two ambulances (one for operations and a second one for reserve), and related equipment and supplies.

Downtown Performance Venue – Q1

Creation of a space in the downtown area that would allow visual and audio performances to an audience between 300-400 people.

Public Safety Radio Upgrade Q1

Enhancing the City’s radio communication system for the public safety response departments and other operational departments to allow “interoperability” between departments and other political jurisdictions. The current system is “analog-based” and the upgrade would be “digital-based”.

Public Facility Connectivity Q1

Digital connectivity is required between the City of Lee’s Summit buildings, sewer basin monitoring stations, water storage systems, to exchange important data and telephone communications. The current connectivity system is a compilation of older “T1” lines, analog telephone lines, and cellular communications. An integrated system using today’s technology is required for long-term reliability.

Transportation/ MoDOT (US 50 & North M291) – Q1

MoDOT has determined that the bridge structure is in need of replacement in the near future. Due to fiscal constraints MoDOT will replace the bridge with the same capacity design unless there are other funds that can be identified.

Vehicle Fuel Management System – Q1

The current system is based upon older technology and is limited our ability to monitor vehicle fuel usage as it relates to maintenance analysis. The fueling station located at the Fire Headquarters is located adjacent to a stormwater inlet without appropriate safety measures for potential fuel spills or accidents. A new system would be located where environmental protective devices could be installed. The new system would also provide new use monitoring technology.

Park Sales Tax Renewal – Q1

The existing Park Sales Tax will expire in 2018. There has been a proposal by the Parks and Recreation Board to place a renewal tax question on a future election.

Auto Sales Tax Renewal – Q1

The temporary legislation that allows the collection of City sales tax (currently 2 ¼ ¢) from residents who purchase vehicles outside the State of Missouri will expire in November 2016. The City will lose this revenue without the authorization of the voters before November 2016. There will be no future opportunities to consider this revenue source after this date.

Stormwater – Regulatory Compliance – Q1

The National Pollutant Discharge Elimination System (NPDES) regulations are changing in 2016, which will require increased effort by the City to comply with these storm water quality rules. The new permit conditions will be finalized in the next few months and the city will need to be prepared to take more proactive compliance steps, including public education and outreach, illicit discharge identification and elimination, and control of possible pollutants at city facilities.

Capital Improvement Fund Allocation – Q1

Due to a combination of lower than expected construction costs and a stable revenue performance in our ½ ¢ Capital Improvement Sales Tax (set to expire in 2018), city staff has projected approximately \$22M of additional funds available that may be available for other significant capital improvement needs that qualify as appropriate expenditures. (City Council discussion on this matter will be on February 11, 2016.)

Market Center of Ideas – Q1

The development of a program or physical location that would assist individuals who are pursuing the start of a business or promoting an entrepreneurial idea.

Public Services Video System – Q2

Pending State Legislation, Missouri Municipalities will be required to equip each Police Officer and Patrol Vehicle with video and audio recording systems. The system will need to be integrated and provide a quality signal to determine the actions of the officer and the individual of interest.

Records Management – Q2

Based upon a recent audit of the City's record management system, operating costs could be reduced through the establishment of a comprehensive digital-based system. This system will allow the continued compliance of MO Records Statutes while eliminating duplicate documents. All paper documents required by law will still be retained.

Stormwater – Public System Deterioration – Q2

Approximately 44% of the enclosed public stormwater system is built with metal corrugated pipe. Due to natural corrosion from native soils; metal pipe has a limited life span and eventually is need of replacement. Most of our metal pipe is over 20 years in age and is in need of replacement. A proactive

replacement program is needed for the “at risk” conditions of the metal pipe as well as several locations of deteriorated concrete pipe.

Transportation – Maintenance (Road, Sidewalks, Curbs) – Q2

The maintenance costs of the City’s existing transportation infrastructure will continue to grow, especially the need to replace deteriorating curbs.

Fire Station No. 3 – Q2

The current Fire Station No. 3 is not adequate for modern fire fighting practices regarding the dwelling conditions and equipment storage. The Standards of Cover report indicates a future need for ambulance service from this station, as Fire District 3 has the highest demand of all districts within Lee’s Summit. The current station cannot house an ambulance and additional crew due to the building size and configuration. A new, modern facility is needed to meet the needs of the community.

Transportation / MoDOT (3rd and Ward Road) – Q2

There are existing capacity issues at this intersection that reduces the level of service for traffic. Also, this intersection restricts future development opportunities due to capacity issues.

Master Plan – S291 Corridor – Q2

The new US 50 / M291 South interchange will create new capacities and development opportunities for this corridor. Long-term planning and identifying the “highest and best” use of the impacted properties could help the community to achieve a successful development outcome of this project.

Stormwater – Private Property – Q2

Due to a combination of community and a higher frequency of intense rainstorms, there has been an increase of surface water causing negative impacts to private properties. There are community voices requesting the City’s involvement in reducing these impacts caused by stormwater erosion on private property.

City Revenue Structure – Q3

The current municipal revenue structure is based upon older concepts that are losing relevance as new technologies are creating societal shifts. One example is “brick and mortar” based businesses were a traditional approach to capturing property and sales tax. Today, we see new growth and demand on our municipal services through internet and home-based operations.

Use Tax Consideration – Q3

Many Missouri municipalities and counties have adopted “use tax” provisions that allow the collection of the local sales tax on machinery and other non-consumables purchased outside the State of Missouri. The absence of the use tax may create an incentive for non-Missouri purchases to be made instead of local options. The adoption of a use tax would help to build a broader diversity of revenue sources to support our operations.

Pro Active Code Enforcement – Q3

The City generally carries out the minimum housing and neighborhood standards codes on a “complaint basis”. Unless the matter is regarding signs, weeds, or potential threat of life or property, the City will

react to items that are brought to our attention by neighboring property owners or concerned citizens. Some cities have found that “pro-active code enforcement” is a way to assure neighborhoods and commercial properties are kept at a standard to encourage continued investments.

Compensation / Pay Policy – Q4

The City has not adopted a statement that indicates our intention as it relates to attracting qualified candidates and retaining our existing talent pool of employees. Many organizations will determine how competitive they want to be regarding attracting and retaining employees and measure their resource allocation decisions against that policy.

Environmental Programs – Q4

In the past, the City has funded the “environmental programs” such as Household Hazardous Waste, Yard Waste Composting, White Goods Drop-Off, Recycling Center Operations, etc. through a portion of the tipping fees collected at the landfill. Some of these programs will be retained by the assigned private landfill operator, Heartland Environmental Services, other programs are available through other community resources, and a few of the programs will not be available.

Cultural Arts Master Plan- Q4

Although there has been significant progress towards the implementation of the Cultural Arts Master Plan, many initiatives and programs have not been achieved. Recently the Parks and Recreation Department commissioned an update of the 2011 Cultural Arts Plan and will be presenting these findings to the City.

Residential Rental Program – Q4

Many of our older neighborhoods have seen an increase in rental-occupied homes. The property values and stability of these neighborhoods could be strengthened through a code inspection program when there is a change in occupancy.

Transportation Capacity (1/2¢ Capital Improvement Sales Tax) – Q4

The 1/2¢ Capital Improvement Sales Tax has traditionally been used to create new transportation capacities which resulted in improved levels of service or new economic development opportunities. This sales tax will expire in 2018 and will need to be renewed through an election process.

“Big 5” Downtown Plan Implementation – Q4

Recently the City Council adopted five strategic approaches to moving forward the 2004 Old Lee's Summit Redevelopment Plan: a) expanded definition of “downtown”; b) creation of an outdoor event space, c) development of key corridors and gateways, d) implementation of parking strategy, and e) development of zoning and land use guidelines to encourage density housing opportunities.

Transportation / MoDOT (Todd George Road) – Q4

There are existing capacity issues at this intersection that reduces the level of service for traffic. Also, this intersection restricts future development opportunities due to capacity issues. The construction of the Blackwell Road interchange may reduce the traffic demand at this location. The City will monitor the impact of the Blackwell Road interchange to determine the urgency.

Rock Island Railroad Corridor – Q4

Jackson County is negotiating with Union Pacific Railroad to purchase the Rock Island Railroad corridor. This corridor runs through the southeastern portion of the City upward to the View High and I-470 interchange, eventually connecting to the Jackson County Sports Complex. If the purchase is completed, there may be an impact to the City of Lee's Summit regarding the future potential uses of this corridor.

Issue Identification List

Topic	Priority	Safety	Dependability/ Reliability	Community Expectations	Financial Source
Fire Ambulance Expansion	Q1	X	X	X	Ambulance Fees/General Fund
Downtown Performance Venue	Q1			X	G.O. Bond Issue/Gen. Fund?
Public Safety Radio Upgrade	Q1	X	X	X	G.O. Bond Issue
Public Facility Connectivity	Q1	X	X		General Fund/G.O. Bond Issue
Transportation/MoDOT (50 & N 291)	Q1	X	X	X	TDD/CID/LCRA/TIF/GO Bond/Fund Loan
Vehicle Fuel Management System	Q1	X	X		General Fund - Capital
Park Sales Tax Renewal	Q1		X	X	Sales Tax Vote
Auto Sales Tax Renewal	Q1	X	X	X	Sales Tax Vote - Aug. 2016
Stormwater -Regulatory Compliance	Q1			X	General Fund/Capital Improvement Sales Tax
Capital Improvement Fund Allocation	Q1	X	X	X	Capital Improvement Sales Tax
Market Center of Ideas	Q1			X	Public Incentives?/Private Investment
Master Plan S291 Corridor	Q1			X	General Fund/TIF
Public Services Video System	Q2	X		X	General Fund/G.O. Bond Issue
Records Management	Q2		X	X	General Fund
Stormwater - Public System Deterioration	Q2	X	X	X	G. O. Bond Issue/User Fees/Sales Tax/CIP Sales Tax
Transportation Maint. (Rds, Sidewalks, Curbs)	Q2	X	X	X	½¢ Transportation Sales Tax
Fire Station #3	Q2	X	X	X	G.O. Bond Issue
Transportation/MoDOT (3rd & Ward)	Q2		X	X	TDD/CID/LCRA/TIF/GO Bond/Fund Loan
Stormwater - Private Property	Q2			X	G. O. Bond Issue/User Fees/Sales Tax
City Revenue Structure	Q3		X		?
Cultural Arts Master Plan	Q3			X	G.O. Bond Issue/Hotel Tax/1% Capital Improvement
Use Tax Consideration	Q3		X		Tax Vote ?
Pro Active Code Enforcement	Q3	X		X	General Fund
Compensation/Pay Policy	Q4		X	X	General Fund
Environmental Programs	Q4			X	?
Residential Rental Program	Q4	X		X	User Fees
Transportation Capacity (½¢ Tax)	Q4	X	X	X	½¢ Capital Improvement Sales Tax - 2018
"Big 5" Downtown Plan Implementation	Q4			X	G.O. Bond/Gen. Fund/DT CID
Transportation MoDot (Todd George Rd.)	Q4			X	G.O. Bond/MoDOT Funding/TIF/CID/TDD
Rock Island Railroad Corridor	Q4			X	?

Infrastructure

Topic	Priority	Safety	Dependability/ Reliability	Community Expectations	Financial Source
Downtown Performance Venue	Q1		X	X	G.O. Bond Issue/Gen. Fund?
Transportation/MoDOT (50 & N 291)	Q1	X	X	X	TDD/CID/LCRA/TIF/GO Bond/Fund Loan
Capital Improvement Fund Allocation	Q1	X	X	X	Capital Improvement Sales Tax
Stormwater - Public System Deterioration	Q2	X	X	X	G. O. Bond Issue/User Fees/Sales Tax
Transportation/MoDOT (3rd & Ward)	Q2		X	X	TDD/CID/LCRA/TIF/GO Bond/Fund Loan
Transportation MoDot (Todd George Rd.)	Q4			X	G.O. Bond/MoDOT Funding/TIF/CID/TDD
Rock Island Railroad Corridor	Q4			X	?
Langsford/291 Hwy	Q4	X		X	?

***Bold items indicate "new" project**

Safety

Topic	Priority	Safety	Dependability/ Reliability	Community Expectations	Financial Source
Fire Ambulance Expansion	Q1	X	X	X	Ambulance Fees/General Fund
Public Safety Radio Upgrade	Q1	X	X	X	G.O. Bond Issue
Public Services Video System	Q2	X		X	General Fund/G.O. Bond Issue
Fire Station #3	Q2	X	X	X	G.O. Bond Issue
ISO Rating Upgrade	Q3	X		X	General Revenues

*Bold items indicate "new" project

Operations

Topic	Priority	Safety	Dependability/ Reliability	Community Expectations	Financial Source
Public Facility Connectivity	Q1	X	X		General Fund/G.O. Bond Issue
Vehicle Fuel Management System	Q1	X	X		General Fund - Capital
Stormwater -Regulatory Compliance	Q1			X	General Fund
Master Plan S291 Corridor	Q1			X	General Fund/TIF
Records Management	Q2		X	X	General Fund
Stormwater - Private Property	Q2			X	G. O. Bond Issue/User Fees/Sales Tax
Pro Active Code Enforcement	Q3	X		X	General Fund
Compensation/Pay Policy	Q4		X	X	General Fund
Environmental Programs	Q4			X	?
Cultural Arts Master Plan	Q4			X	General Fund/G.O. Bond Issue
Residential Rental Program	Q4	X		X	User Fees
"Big 5" Downtown Plan Implementation	Q4			X	G.O. Bond/Gen. Fund/DT CID
Other Fire Station Upgrades	Q4	X	X		General Revenues

***Bold items indicate "new" project**

Revenue

Topic	Priority	Safety	Dependability/ Reliability	Community Expectations	Financial Source
Park Sales Tax Renewal	Q1		X	X	Sales Tax Vote
Auto Sales Tax Renewal	Q1	X	X	X	Sales Tax Vote - Aug. 2016
Market Center of Ideas	Q1			X	Public Incentives?/Private Investment
Transportation Maint. (Rds, Sidewalks, Cu	Q2	X	X	X	½¢ Transportation Sales Tax
City Revenue Structure	Q3		X		?
Use Tax Consideration	Q3		X		Tax Vote ?
Transportation Capacity (½¢ Tax)	Q4	X	X	X	½¢ Capital Improvement Sales Tax - 2018

Management Action Plan

Strategic Goal: Public Safety Radio Upgrade

Desired Outcome:

Enhance the City's radio communication system for the public safety response departments and other operational departments to allow "interoperability" between departments and other political jurisdictions. The current system is "analog-based" and the upgrade would be "digital-based."

Action Items:

1. Identify funding opportunities/possibilities for City Council to consider
2. Submit notice of ballot initiative to election officials.
3. Develop public communication/education materials regarding ballot initiative
4. Conduct public outreach effort
5. Develop interdepartmental implementation plan
6. Advertise RFP/RFQ for professional service vendors to install and deliver new radio system

Deadline:

- August 10, 2016
- November 8, 2016

Project Timeline

	Status	2016												2017											
		6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12					
Action 1	Active	Active							Delayed																
Action 2	Active	Active																							
Action 3	Active	Active																							
Action 4	Active								Active																
Action 5	Active								Delayed																
Action 6	Active													Delayed											

Status Legend: ■ Active ! ■ Delayed X ■ Hold

Key Communications & Project Updates:

Action 1

City staff presented the radio concept and request to City Council on November 12, 2015. The item was referred to F&BC to identify GO Bond funding capacity. During that meeting (Dec. 7, 2015) Conrad Lamb explained the City has \$8.5m capacity through 2023. The presentation was then made to City Council. Council recommended item be placed the Strategic Initiatives list being prepared by the City Manager.

Packet Information

File #: 2016-0254, **Version:** 1

CONSIDERATION OF VETOED AMENDED ORDINANCE NO. 7890, entitled AN ORDINANCE APPROVING THE ASSIGNMENT AND FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT TO PROMOTE ECONOMIC DEVELOPMENT ACTIVITIES AND THE SECOND AMENDED TO OPTION AGREEMENT, BOTH BEING BY AND BETWEEN EXERGONIX, INC., WESTCOTT INVESTMENT GROUP, LLC., AND THE CITY OF LEE'S SUMMIT AND PERTAINING TO THE SAME SUBJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

Request by Mayor Rhoads that the City Council uphold his veto of Bill 16-113 (Ordinance No. 7890)

In accordance with City Charter, paragraph 4.4 (c), "Ordinances or resolutions vetoed by the Mayor shall be considered at the next regular meeting of the Council, and the council may pass the ordinance or resolution over the veto by an affirmative vote of two-thirds of the entire Council."

Proposed City Council Motion:

I move to uphold the Mayor's veto of Ordinance No. 7890.



Memorandum

Office of the Mayor

TO: City Council
FROM: Randall L. Rhoads, Mayor
SUBJECT: Veto of Bill 16-113
DATE: May 25, 2016

This is to advise that per the provisions in the City Charter, Section 4.4 (c) I have vetoed proposed Bill 16-113 with the following written statement of disapproval.

I am vetoing proposed Bill 16-113 for the following reasons:

- a) The City procured the 83 acres for investment of \$1,400,000. A recurring question has been what is the current value of property. An appraisal has not been done; however, the applicant has offered to give the City 2+/- acres for a fire station at their stated value of \$200,000. This equates to a value of \$100,000 per acre. Applying that rate to the 83 acres would result in a value of \$8,300,000 which is far in excess of what the City paid. The question is how realistic is that value of \$100,000 for an acre of land?
- b) As mentioned, the applicant has offered land for a new fire station. However, the cost to design, build, equip with fire protection equipment, ambulance, hire fire fighters, hire paramedics and/or EMTs and train those individuals are all additional costs that would be incurred by the City.
- c) It was agreed in the current agreement to have 150 quality jobs. This applicant has not agreed to meet this term.
- d) The City Council prides itself on being highly transparent. The challenges encountered in responding to numerous City requests for financial information did not enable the Council to make a transparent decision.
- e) It has been repeated numerous times that this project is extremely important and desirable to this applicant. Of the three presentations that the City Council has heard on this project, the applicant has never addressed the Council. This is a complex project. It is imperative that the City have a comfort level with the people we are dealing with. The absence of the applicant at our meetings leads me to wonder who the City will actually be dealing with.
- f) The applicant has attempted to create a sense of urgency regarding their desire to move forward. I do not share that sense of urgency. The only reason that I am aware of that seems to drive that urgency is a pending deadline of September 2016 where sole ownership of the property reverts to City. I contend that concern does not impose a sense of urgency on the City's part.
- g) All of members of the City Council want what is best for our City. However to present a project located in Hollywood to the City Council as a comparative project is very suspect. I submit that the demographic of Lee's Summit is markedly different than Hollywood.
- h) Granted the applicant has not requested any incentives at this time; however, I contend the difference between the current value of the land and what the City actually paid is a significant incentive. Further, I suspect that land value will further increase after the construction of the Highway 50/M291 South interchange is completed.
- i) This area is a main gateway to Lee's Summit from the south. Subsequently, the City Council recently imposed an administrative delay on this area (including the Adessa property and area northeast of the new interchange). The rationale for the administrative delay was to give

the City an opportunity to study this area and conceptualize what we would like to have developed in that area. This is a great opportunity for the new Council to give some direction on what would conceptually be desirable development in that area.

In conclusion, I contend that there are simply too many questions, concerns, and opportunities for me to get a comfort level on this project. This has led me to conclude that I must Veto Bill 16-113.

In accordance with City Charter paragraph 4.4 (c), "Ordinances or resolutions vetoed by the Mayor shall be considered at the next regular meeting of the Council, and the council may pass the ordinance or resolution over the veto by an affirmative vote of two-thirds of the entire Council." Vetoed Bill 16-113 will be placed on the June 2, 2016 City Council meeting agenda for your consideration.

I request that the City Council uphold my veto of Bill 16-113. I am confident that other developers will be interested in this choice piece of property at a future date, especially after the interchange of Highway 50 and M291 south is completed and the Council completes their analysis of the area.

C: City Manager
City Attorney
City Clerk

AN ORDINANCE APPROVING THE ASSIGNMENT AND FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT TO PROMOTE ECONOMIC DEVELOPMENT ACTIVITIES AND THE SECOND AMENDED TO OPTION AGREEMENT, BOTH BEING BY AND BETWEEN EXERGONIX, INC., WESTCOTT INVESTMENT GROUP, LLC., AND THE CITY OF LEE'S SUMMIT AND PERTAINING TO THE SAME SUBJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, on September 2, 2011 the Council of the City of Lee's Summit authorized the execution of a Development Agreement to Promote Economic Activities with Exergonix, Inc.; and,

WHEREAS, as a part of that agreement, the City agreed to transfer certain property to Exergonix, Inc., and was granted a right and option to purchase the property in the event of non-occurrence of events or non-performance; and,

WHEREAS, the time for performance by Exergonix will expire in September 2016 and the City may exercise its option; and,

WHEREAS, Westcott Investment Group, LLC., wishes to acquire the rights of Exergonix; and,

WHEREAS, pursuant to the terms of the agreement, in order for the rights to be transferred to Exergonix, the City must consent to the transfer; and,

WHEREAS, the City Council of the City of Lee's Summit wishes to authorize the assignment of said rights from Exergonix, Inc., to Westcott Investment Group, LLC., and make certain other changes to the development agreement.

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

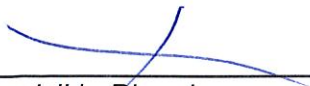
SECTION 1. That the ASSIGNMENT AND FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT TO PROMOTE ECONOMIC DEVELOPMENT ACTIVITIES by and between Exergonix, Inc., Westcott Investment Group, LLC., and the City of Lee's Summit, Missouri, a true and accurate copy being attached hereto as exhibit "A" be and the same is hereby approved.

SECTION 2. That the SECOND AMENDMENT TO OPTION AGREEMENT by and between Exergonix, Inc., Westcott Investment Group, LLC., and the City of Lee's Summit, Missouri, a true and accurate copy being attached hereto as exhibit "B" be and the same is hereby approved.

SECTION 3. That the City Manager is hereby authorized and directed to execute said agreement referenced herein above by and on behalf of the City of Lee's Summit, Missouri.

SECTION 4. 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.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 19th day of May, 2016.




Mayor *Randall L. Rhoads*

ATTEST:

Deputy City Clerk *Trisha Fowler*

APPROVED by the Mayor of said city this _____ day of _____, 2016.



Mayor *Randall L. Rhoads*

ATTEST:

Deputy City Clerk *Trisha Fowler*

APPROVED AS TO FORM:



City Attorney *Brian W. Head*

*VETO
Randall L. Rhoads
5/25/2016*

Development Agreement Comparison

Exergonix Agreement 2011	Westcott Agreement 4/14/16	Westcott Agreement 5/19/16
PMIX zoning & land uses 150 Quality Jobs (County Avg. Wage & 50% Health Care premium covered by employer)	PMIX zoning & land uses 500,000 square feet of leasable space (200K s.f. on or before 8/15/19 and additional 300K s.f. on or before 12/1/22)	PMIX zoning & land uses 500,000 square feet of leasable space (200K s.f. on or before 8/15/19 and additional 300K s.f. on or before 12/1/22). Completion bond in favor of City for 200,000 s.f. building(s) - minimum amount of \$5M with actual bond amount TBD based upon PMIX process. Completion bond in favor of City for all on-site and off-site public infrastructure (estimate \$2-3M).
\$50 Million Qualified Investment (improvements)	Design standards for development	Design standards for development
60% of total square footage = Green Technology Use / UCM Facility	Reasonable efforts to develop in a way to attract Quality Jobs	Reasonable efforts to develop in a way to attract Quality Jobs
40% may be permitted uses as defined in agreement	Right of way contribution for interchange	Right of way contribution for interchange
5 year timeframe (9/1/2016)		Financially backed guarantee for the construction of all on-site and off-site infrastructure necessary to support development of the property
City Investment in Corridor Area \$1.4 M "Pfizer Property" purchase \$8M for M-291 / US 50 Hwy Interchange \$8.389M - Bailey Road Bridge \$17.789 M Total investment in area		Participation in a confidential independent financial review of Westcott to confirm fiscal strength and capability to successfully develop property Dedication of 2 acre +/- site for a Fire/EMS station at no cost to City

Westcott Financial Commitment (data provided by Westcott)

Predevelopment costs: \$750,000
Local Office & Employees: \$250,000 (annual)
Building Completion Bond: \$5M minimum
Public Infrastructure Bond: \$2 - 3M
MoDOT ROW donation: \$500,000
Fire Station property donation: \$200,000
\$9,700,000 (does not include value of 1M s.f. of development)

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
03/25/2015 02:53:42 PM
INSTRUMENT TYPE: ORDI FEE: \$162.00 49 PGS
NON-STANDARD FEE: EXEMPT



INSTRUMENT NUMBER / BOOK & PAGE

2015E0024736

Robert T. Kelly, Director, Recorder Of Deeds

**Jackson County
Recorder of Deeds
Exempt Document**

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document
in compliance with the laws of the
State of Missouri.



Robert T. Kelly, Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

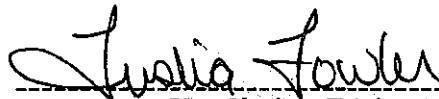
This page has been recorded as a permanent part of your document. Please do not remove.

STATE OF MISSOURI}
COUNTY OF JACKSON}

{SS.

This is to certify that the attached ORDINANCE NO. 7086- AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT TO PROMOTE ECONOMIC DEVELOPMENT ACTIVITIES BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND EXERGONIX, INC., is a full, true and complete copy of same as recorded in the office of the City Clerk for the City of Lee's Summit, Missouri.

IN WITNESS WHEREOF, I hereunto set my hand, and affix the seal of said City of Lee's Summit, Missouri, this 25th day of March, 2015.



Deputy City Clerk - *Trisha Fowler*

AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT TO PROMOTE ECONOMIC DEVELOPMENT ACTIVITIES BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND EXERGOX, INC.

WHEREAS, the City Council of the City of Lee's Summit has determined that assisting in the acquisition and redevelopment of certain real property located within the City at the intersection of U.S. Highway 50 and Missouri Highway 291 (the "Property") will serve public purposes because the acquisition and redevelopment of the Property will, without limitation, (i) result in the creation of new jobs (including desirable new green technology jobs within the City), (ii) promote economic development in the City, (iii) remediate an area of the City that has been previously declared blighted by the City Council of the City, (iv) result in generation of additional tax revenues to the City from the conduct of business and other activities in the City that would not otherwise occur, (v) serve as a catalyst for additional investment in and further redevelopment and rehabilitation of the portion of the City in which the Property is located, and (vi) further the City's policy of encouraging economic stability and growth, and therefore the City desires to encourage Exergonix, Inc. to carry out the acquisition and redevelopment of the Property; and,

WHEREAS, the City and Exergonix, Inc. desire to enter into a DEVELOPMENT AGREEMENT TO PROMOTE ECONOMIC DEVELOPMENT ACTIVITIES to facilitate the redevelopment of the Property and advance the public purposes set forth herein.

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

SECTION 1. That the City Council of the City hereby finds that entering into the DEVELOPMENT AGREEMENT TO PROMOTE ECONOMIC DEVELOPMENT ACTIVITIES ("Agreement") will assist in the redevelopment of the Property and will serve public purposes because the redevelopment of the Property will, without limitation, (i) result in the creation of new jobs (including desirable new green technology jobs within the City), (ii) promote economic development in the City, (iii) remediate an area of the City that has been previously declared blighted by the City Council of the City, (iv) result in generation of additional tax revenues to the City from the conduct of business and other activities in the City that would not otherwise occur, (v) serve as a catalyst for additional investment in and further redevelopment and rehabilitation of the portion of the City in which the Property is located, and (vi) further the City's policy of encouraging economic stability and growth.

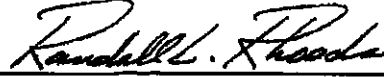
SECTION 2. That the Agreement, in substantially the form attached hereto, is approved, and the Mayor is authorized to execute the Agreement on behalf of the City.

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

BILL NO. 11-81

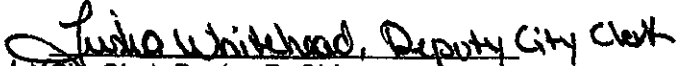
ORDINANCE NO. 7086

PASSED by the City Council for the City of Lee's Summit, Missouri, this 4th day of August, 2011.



Mayor Randall L. Rhoads

ATTEST:

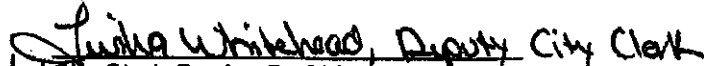

for City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 8th day of August, 2011.



Mayor Randall L. Rhoads

ATTEST:


for City Clerk Denise R. Chisum

APPROVED AS TO FORM:


Deputy City Attorney John L. Mautino

PRESENTED TO THE MAYOR ON THE 5th DAY OF August, 2011.
SIGNATURE REQUIRED BY THE 15th DAY OF August, 2011.

Development Agreement

Dated September 2, 2011

By and Between:

**City of Lee's Summit, Missouri (Grantee)
And
Exergonix, Inc. (Grantor)**

**Mailing Address of Grantee:
The City of Lee's Summit
City Hall
220 SW Green Street
Lee's Summit, MO 64063**

**Mailing Address of Grantor:
Exergonix, Inc.
Attention: Don Nissanka, President/CEO
4201 NE Lakewood Way
Lee's Summit, Missouri 64064**

**Legal Descriptions of Property on pages 21-22
of the Development Agreement**

**DEVELOPMENT AGREEMENT
TO PROMOTE ECONOMIC DEVELOPMENT ACTIVITIES**

THIS DEVELOPMENT AGREEMENT TO PROMOTE ECONOMIC ACTIVITIES (this "Agreement") is made and entered into on September 2, 2011 (the "Effective Date"), by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri constitutional charter city and political subdivision (the "City"), and **EXERGONIX, INC.**, a Missouri corporation ("Exergonix").

Recitals.

A. The City Council of the City has determined that assisting in the acquisition and redevelopment of certain real property located within the City at the intersection of U.S. Highway 50 and Missouri Highway 291, and described on **Exhibit A** attached hereto and by this reference made a part hereof (the "Property") will serve public purposes because the acquisition and redevelopment of the Property will, without limitation, (i) result in the creation of new jobs (including desirable new green technology jobs within the City), (ii) promote economic development in the City, (iii) remediate an area of the City that has been previously declared blighted by the City Council of the City, (iv) result in generation of additional tax revenues to the City from the conduct of business and other activities in the City that would not otherwise occur, (v) serve as a catalyst for additional investment in and further redevelopment and rehabilitation of the portion of the City in which the Property is located, and (vi) further the City's policy of encouraging economic stability and growth, and therefore the City desires to encourage Exergonix to carry out the acquisition and redevelopment of the Property.

B. The City and Exergonix previously entered into an Option Agreement, dated June 15, 2011 (the "Original Option Agreement"), pursuant to authorization given by the City Council of the City on June 2, 2011. Pursuant to the Original Option Agreement, Exergonix granted to the City a right and option to purchase the Property (the "Original Option").

C. Exergonix acquired the Property on June 15, 2011, subject to the City's right to purchase the Property as set forth in the Original Option Agreement. The Original Option Agreement contemplated the execution of this Agreement.

D. In accordance with the terms and conditions set forth herein, Exergonix proposes to construct and develop a campus on the Property consisting in major part of: (i) innovative, green, high tech manufacturing, sales, and distribution facilities, (ii) facilities for the University of Central Missouri's Lee's Summit Campus, (iii) compatible commercial and office users; and (iv) limited retail to support the campus activities (the "Project"), as more fully set forth herein.

E. In order to further the public purposes of economic development, job creation and blight clearance, and the other public purposes considered by the City Council in determining to proceed as provided herein, the City desires to enter into this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

{32210 / 65771; 357755.5}

ARTICLE I - DEFINITIONS

1.1 Definitions. All capitalized words shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise or unless defined elsewhere in this Agreement.

(a) "Affiliate", any person, entity or group of persons or entities in which any owner or member of Exergonix owns or controls five percent (5%) or more of the ownership interests. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

(b) "Amended Option," the Original Option, as amended as provided herein. The Amended Option is also sometime referred to as the "Option".

(c) "City," the City of Lee's Summit, Missouri.

(d) "City Manager," the city manager of the City.

(e) "City Council," the governing body of the City.

(f) "Finance Director," the finance director of the City.

(g) "Green Technology Use(s)," permanent uses including but not limited to: (i) uses connected or related to the design, development, manufacturing, sales or distribution of green or renewable energy products or technologies; (ii) uses connected or related to the theoretical or practical application of environmental science and green chemistry; (iii) uses connected or related to conservation of the natural environment and resources to curb the negative impacts of human involvement. Certain uses have been pre-approved by the City Council as qualifying Green Technology Uses and are set forth on Exhibit C hereto and incorporated by reference herein.

(h) "Hard Costs," the costs paid or incurred by Exergonix: (i) to a contractor or material supplier for labor, material and equipment, excluding all soft costs (soft costs include but are not limited to, architectural and engineering costs, legal fees, permitting costs and fees, financing fees, construction interest and operating expenses, leasing and real estate commissions, advertising and promotion, and supervision) used for the construction of Green Technology Uses; (ii) to acquire furniture, fixtures and equipment utilized in Green Technology Uses; and (iii) for construction of infrastructure improvements within and adjacent to the Property necessary for the operation of the Project. No amounts paid to an Affiliate shall be considered Hard Costs.

(i) "Land Use Approvals," those approvals required pursuant to the City's zoning and subdivision regulations which are required for the construction of the Project.

(j) "Legal Requirements," any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or

decision of or agreement with or by any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence and specifically including but not limited to all ordinances, rules and regulations of the City of Lee's Summit, Missouri, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and City's Design and Construction Manual (Ordinance No. 3719).

(k) "Net New Job," a job created by an employer that represents an increase in the number of jobs of such employer within the State of Missouri over the number of jobs of such employer prior to the creation of such job. For purposes of this Agreement, no job transferred from another location in the State of Missouri to a location on the Property shall constitute a Net New Job.

(l) "Qualified Appraiser," an appraiser who is independent, licensed and a member of the American Institute of Real Estate Appraisers or its successor, with at least ten (10) years experience appraising commercial properties in the Kansas City metropolitan area.

(m) "Qualified Investment," the direct costs actually paid to a contractor, architect, engineer or material supplier for the design, development of or for labor, material and equipment used in the construction of the Green Technology Use component of the Project, including costs for fixtures, furniture and equipment utilized in Green Technology Uses. No soft costs, other than architectural and engineering costs, including but not limited to legal fees, permitting costs and fees, financing fees, construction interest and operating expenses, leasing and real estate commissions, advertising and promotion, and supervision, shall be included in determining Qualified Investment. All Hard Costs are considered as Qualified Investment.

(n) "Qualifying Job," with respect to each employer that creates any Net New Jobs on the Property during the period commencing on the Effective Date and ending on the Completion Date, each Net New Job created by such employer that meets the following requirements:

(i) The average wages (exclusive of benefits and deferred compensation) paid by such employer for such Net New Jobs must be equal to the lesser of (1) the Jackson County average annual wage then in effect under the Missouri Quality Jobs program as of the date an employee begins receiving wages, or (2) the average Missouri statewide annual wage then in effect under the Missouri Quality Jobs program as of the date an employee begins receiving wages;

(ii) The terms of such Net New Jobs shall include an offer of health insurance from the employer and payment by the employer of at least fifty percent (50%) of the health insurance premium for such employee;

(iii) Such Net New Jobs shall be offered by an employer that is in an industry that has an NAICS code that is eligible for participation in the Missouri Quality Jobs program;

(iv) Such Net New Jobs shall otherwise meet all requirements for each Net New Job to be eligible for benefits under the Missouri Quality Jobs program; and

(v) Such Net New Jobs shall exist for a minimum of six (6) months.

No jobs created for the construction of any portion of the Project (even if for the construction of facilities for Green Technology Use) shall be considered a Qualifying Job.

(o) "Sales Proceeds," the net sales proceeds due and owing to Exergonix from the sale of any portion of the Property to an Approved Transferee derived from subtracting reasonable and standard closing costs actually paid by Exergonix from the gross sales price.

1.2 Other Defined Terms. The following terms are defined in the Sections of this Agreement indicated below:

<u>Term</u>	<u>Article/Recital/Section</u>
"60% Green Requirement"	Article VIII, ¶ 8.2
"Action"	Article VII, ¶ 7.3(b)
"Amended Option Agreement"	Article III, ¶ 3.1
"Approved Transferee"	Article VI, ¶ 6.1
"Chapter 100"	Article II, ¶ 2.4
"City Notice"	Article II, ¶ 2.6(c)
"Completion Date"	Article II, ¶ 2.1(a)(i)
"Escrow Rights"	Article IV, ¶ 4.1
"Escrowed Sales Funds"	Article IV, ¶ 4.1
"Exergonix Parcel"	Article II, ¶ 2.4
"Indemnified Parties/Party"	Article IX, ¶ 9.3(a)
"Interest Rate"	Article V, ¶ 5.4
"Investment Report"	Article II, ¶ 2.6
"Jobs Report"	Article II, ¶ 2.6
"Minimum Investment"	Article II, ¶ 2.1(a)(i)
"Minimum Jobs"	Article II, ¶ 2.1(a)(ii)

"MMD"	Article V, ¶ 5.4
"Option"	Article I, ¶ 1.1(b) and Article III, ¶3.1
"Option Agreement"	Article III, ¶ 3.1
"Option Termination"	Article III, ¶ 3.2(a)
"Percentage Payment"	Article V, ¶ 5.3
"PILOT Agreement"	Article II, ¶ 2.5(b)
"PILOT Notice"	Article II, ¶ 2.5(a)
"PILOT Payment Lien"	Article II, ¶ 2.5
"PILOT Payment Term"	Article II, ¶ 2.5
"PILOT Payment"	Article II, ¶ 2.5
"Project"	Recital D
"Property Permitted Uses"	Article VIII, ¶ 8.1
"Property"	Recital A
"Retail Use Area"	Article VIII, ¶ 8.2
"Retail User"	Article VIII, ¶ 8.2
"Original Option Agreement"	Recital B
"Original Option"	Recital B
"Term"	Article II, ¶ 2.2
"Termination Notice"	Article II, ¶ 2.6
"UCM Facility"	Article IV, ¶ 4.2(a)(iii)
"UCM"	Article IV, ¶ 4.2(a)(iii)

ARTICLE II - DEVELOPMENT OF PROJECT

2.1 The Project. Exergonix hereby agrees to develop and construct or cause the development and construction of the Project subject to the terms and conditions hereinafter provided. The performance of all activities by Exergonix hereunder shall be as an independent contractor and not as an agent of the City, except as otherwise specifically provided herein.

(a) Required Components of the Project. In order to satisfy its obligations to construct the Project, Exergonix must, at a minimum, achieve the following minimum investment and job creation objectives on the Property:

(i) Minimum Development and Investment. Exergonix agrees to invest or cause to be invested, a minimum Qualified Investment of \$50 million (the "Minimum Investment") on or before September 1, 2016 (the "Completion Date").

(ii) Minimum Job Creation. Exergonix agrees to create, or to cause to be created, 150 Qualifying Jobs to be performed at the Property for Green Technology Uses (the "Minimum Jobs") on or before the Completion Date.

2.2 Term. This Agreement is effective as of the Effective Date and shall continue until the earlier to occur of (i) the date the Amended Option is exercised by the City, or (ii) the date of the issuance by the City of the Termination Notice, as described in Section 2.6 (the "Term").

2.3 Restrictions on Encumbrances. Prior to the release of the Option, Exergonix shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Property, or any part thereof, except as otherwise set forth herein. Notice is hereby given that any lien granted during the Term upon any portion of the Property that has not been released from the Option shall be subject and subordinate to all rights, titles and interests created pursuant to the Option, and no such lien shall encumber or affect the interest of any purchaser of the Property or any part thereof pursuant to the Option or any successor or assign of any purchaser of the Property or any part thereof pursuant to the Option. This restriction will terminate upon release of the Option by the City.

2.4 Chapter 100 Application. It is anticipated that Exergonix will submit, solely with respect to the portion of the Property to be developed by Exergonix for its use as a facility for research activities related to, and the development and manufacturing of advanced technology batteries (the "Exergonix Parcel"), an application for a Chapter 100 Industrial Development Plan as set forth in Chapter 100, Missouri Revised Statutes ("Chapter 100"). Unless the Chapter 100 is approved by the City Council in its sole legislative discretion, with respect to the Exergonix Parcel, the Exergonix Parcel will remain subject to ad valorem real property taxes.

2.5 Payment of Property Taxes and PILOTS. Except as provided in Section 2.4 above for the Exergonix Parcel, Exergonix agrees, for itself and its successors and assigns, that all of the Property will remain subject to ad valorem real property taxes during the Term and for a period of ten (10) years following the end of the Term (the "PILOT Payment Term"). Exergonix, and any Approved Transferee, whether or not such Approved Transferee is exempt from the payment of ad valorem real property tax shall, during the PILOT Payment Term pay or cause to be paid, as they become due and payable, all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Property or any part thereof. If, because any Approved Transferee is an entity that is not obligated to pay ad valorem real estate taxes upon real property it owns by reason of any exemption or abatement provided by statute or constitutional provision (federal or state), (i) ad valorem property taxes (A) are not levied, assessed or imposed upon the Property or any part thereof, or (B) are levied or imposed at any rate less than the full levy rate applicable to real property not classified as "Agricultural and Horticultural property" or "Residential property" under Missouri law; or (ii) after the Project or portions thereof are built, the developed portions of the Property are assessed in any manner that results in the ad valorem real property taxes being less than the taxes that would otherwise be paid if the Property was subject to full assessment as real property not classified as "Agricultural and Horticultural property" or "Residential property" under Missouri law, Exergonix will make, or will cause any Approved Transferee to make, payments in lieu of taxes during the PILOT Payment Term in amounts equal to the taxes, assessments and other governmental charges that

{32210 / 63771; 357755.5}

would be lawfully levied or assessed or imposed upon the Property or any part thereof in the absence of any tax exemption or abatement (the "PILOT Payment"). The PILOT Payment shall be due and payable not later than December 31 of the year for which such PILOT Payment is due and payable. Exergonix hereby grants to City a lien (the "PILOT Payment Lien") upon the Property or portion thereof for which a PILOT Payment is due to secure the payment of the PILOT Payment in accordance with the terms hereof. The PILOT Payment Lien shall be prior to all other rights hereafter granted or interests granted or created by Exergonix after the Effective Date.

(a) Determination of PILOT Payment. The City, acting through its Finance Director or such other person (including a Qualified Appraiser) as the Finance Director shall designate, will determine the amount of the PILOT Payment and will notify Exergonix or the Approved Transferee of the amount of the PILOT Payment, together with the methodology used to determine such amount (the "PILOT Notice"). If Exergonix or the Approved Transferee does not agree with the PILOT Payment amount submitted by the City in the PILOT Notice, then Exergonix or the Approved Transferee shall notify the City in writing within ten (10) days of delivery of the PILOT Notice. Exergonix or the Approved Transferee shall then retain a Qualified Appraiser who will make an independent determination of the appropriate PILOT Payment and shall submit the same to the City within forty-five (45) days of the PILOT Notice, including the methodology used. If the Qualified Appraiser and the City cannot mutually agree upon the appropriate PILOT Payment within ten (10) days of the delivery of the Exergonix or the Approved Transferee information, the City and the Qualified Appraiser shall promptly jointly select a different Qualified Appraiser (the "Final Appraiser"). Within twenty (20) days after his appointment, the Final Appraiser shall select one of the two initially submitted amounts as the appropriate PILOT Payment, and such selection shall be binding upon the parties. The fee of the selected Qualified Appraiser shall be paid by the party whose determination of the PILOT Payment was not selected.

(b) Pilot Agreement. In order to memorialize the PILOT Payment requirement and the PILOT Payment Lien, Exergonix, with respect to the Exergonix Parcel, and all Approved Transferees with respect to the portion of the Property sold or transferred shall enter into and execute a PILOT Agreement in a form substantially similar to that attached hereto as **Exhibit B** which will be recorded against the portion of the Property to be acquired by the Approved Transferee (all such agreements are collectively referred to herein as the "PILOT Agreement"). The PILOT Agreement will (i) create a lien upon the portion of the Property owned by Exergonix or the Approved Transferee, (ii) contain a notice that the portion of the Property owned by Exergonix or the Approved Transferee will be liable for any PILOT Payment due and owing on such property and is subject to a PILOT Payment Lien for a period of ten (10) years following the end of the Term, (iii) include all of the provisions set forth in this **Section 2.5**, including without limitation the procedure for determining the amount of the PILOT Payment as set forth in **Section 2.5(a)** hereof, and (iv) provide for foreclosure of the lien granted in the event that any PILOT Payment then due and owing is not paid by December 31 of the year for which such PILOT Payment is due and payable.

2.6 Reporting Requirements.

{32210/65771; 357755.5}

(a) Minimum Jobs. Semi-annually commencing on the anniversary of the Effective Date, and again upon the achievement of the Minimum Jobs requirement, Exergonix shall submit to City a report (the "Jobs Report") certifying (i) the total number of Qualifying Jobs created on the Property during the Term, (ii) evidence of the wages paid with respect to the new Qualifying Jobs created within the most recent six (6) month period, and (iii) such other evidence as the City requires in order to confirm creation of the Qualifying Jobs as required under this Agreement. In order for a new job to be counted toward the Minimum Jobs requirement, Exergonix must provide evidence that the job existed for at least six (6) months; provided, however, that if any new job that Exergonix contends is to be counted toward the Minimum Jobs requirement is created less than six (6) months prior to the Completion Date, the parties shall wait a full six (6) months from the date of creation to determine if such job still exists. If after the passage of such 6-month period the job still exists and otherwise continues to meet the requirements to be counted toward the Minimum Jobs requirement, it will count toward the Minimum Jobs requirement as of the Completion Date. After receipt of each Jobs Report, the City will conduct such investigation as it deems necessary and review the materials provided by Exergonix and will provide a response to Exergonix indicating if the City concurs with Exergonix that the information provided is sufficient to determine that the jobs created through such date are Qualifying Jobs. The obligation to provide the Job Report shall terminate six (6) months after the City has completed its investigation and determined, as provided herein, that Minimum Jobs requirement has been satisfied.

(b) Minimum Investment. Within 60 days after any Qualified Investment is made and again upon achievement of the Minimum Investment, Exergonix shall submit to City a report (the "Investment Report") certifying the Qualified Investment incurred for the construction of facilities on the Property that are utilized for Green Technology Uses. The Investment Report shall include copies of paid invoices, cancelled checks, receipts and such other supporting documentation as the City shall reasonably require in order to confirm the total Qualified Investment. After receipt of each Investment Report, the City will conduct such investigation as it deems necessary and review the materials provided by Exergonix and will provide a response to Exergonix indicating if the City concurs with Exergonix that the information provided is sufficient to determine that the investment made through such date qualifies as a Qualified Investment. The obligation to provide the Investment Report shall terminate after the City has completed its investigation and determined, as provided herein, that Minimum Investment requirement has been satisfied.

(c) Final Completion Report and Termination of Agreement. After receipt of the final Jobs Report and final Investment Report whereby Exergonix certifies that it has achieved the Minimum Jobs and Minimum Investment, the City will conduct such investigation as it deems necessary, review the materials provided by Exergonix and notify Exergonix within thirty (30) days of submittal of the final reports if the City requires further information or materials to make its determination whether Exergonix has achieved the Minimum Jobs and Minimum Investment. When the City determines it has received all information and materials necessary to complete its review of the Jobs Report and Investment Report, City will deliver its written notice (the "City Notice") to Exergonix. City will, within sixty (60) days of the delivery of the City Notice, complete

its investigation and its review of the materials provided by Exergonix as required by **Sections 2.6(a) and 2.6(b)** above. If the City determines that the Minimum Investment and Minimum Jobs have been achieved on or prior to the Completion Date, and that as of the date of the request, Exergonix has complied with and performed all of its covenants and agreements set forth in this Agreement, then the City will execute a notice, in recordable form, of satisfaction of the Minimum Investment and Minimum Jobs requirements, a notice of termination of this Agreement (the "Termination Notice"). If the City determines that the Minimum Investment or Minimum Jobs has not been achieved as required by this Agreement, or that Exergonix is not otherwise in compliance with this Agreement or has not performed all of its covenants and agreements set forth herein, then the City shall not issue the Termination Notice and shall specify in writing the reason or reasons for withholding its certification. Upon the request of Exergonix, the City Council shall hold a hearing at which Exergonix may present its evidence directly to the City Council for approval.

ARTICLE III - OPTION TO PURCHASE

3.1 Option. The City and Exergonix hereby agree that the Original Option Agreement will, concurrently with the execution of this Agreement, be amended in substantially the form attached hereto as **Exhibit B** (the Original Option Agreement, as amended, is referred to herein as the "Amended Option Agreement" or the "Option Agreement," and the "Original Option", as amended pursuant to the Option Agreement, is referred to herein as the "Option"). Without limiting any other term or provision set forth in the Option Agreement, the Option may be exercised in the following circumstances:

(a) If Exergonix fails to achieve the Minimum Investment on or before the Completion Date, then, in addition to and not in limitation of City's other rights and remedies contained herein, or at law or in equity, the City may, as to that portion of the Property which is still subject to the Option, exercise the Option on or within ten (10) years after the Completion Date; and

(b) If Exergonix fails to achieve the creation of the Minimum Jobs on or before the Completion Date, then, in addition to and not in limitation of the City's other rights and remedies contained herein or at law or in equity, the City may, as to that portion of the Property which is still subject to the Option, exercise the Option on or within ten (10) years after the Completion Date.

3.2 Release of Option.

(a) If on or before the Completion Date Exergonix has achieved or caused the achievement of the Minimum Jobs and the Minimum Investment and City has confirmed such achievement and issued the Termination Notice as described in **Section 2.6**, then the City will execute a notice, in recordable form, releasing the Option as to all of the Property then remaining subject to the Option ("Option Termination").

(b) If on or before the Completion Date Exergonix sells a portion of the Property to an Approved Transferee (as defined herein), and all of the requirements set

forth in Article VI hereof have been met and satisfied, then the City will release the Option as to the affected portion of the Property.

ARTICLE IV - ESCROW ACCOUNT

4.1 Escrowed Sales Funds. Upon any approved sale or other transfer to an Approved Transferee, Exergonix will cause all Sales Proceeds to be disbursed, pursuant to a settlement statement reviewed in advance by the City, directly to the City by wire transfer; provided, however, that if the City determines that the net amount due to Exergonix, as set forth in the settlement statement, includes reductions that are not reasonable and standard closing costs actually paid by Exergonix, or that any such reductions are in violation of the terms of this Agreement, then City shall not release the Option pending resolution of such determination in a manner acceptable to City. City's right to receive and hold all Sales Proceeds collected as a result of a sale of any portion of the Property to an Approved Transferee is referred to herein as the "Escrow Rights". City will hold the Sales Proceeds and any interest earned therein in a City-owned escrow account at UMB Bank (the "Escrowed Sales Funds") for the benefit of Exergonix, subject to the terms of this Agreement under Section 4.2 below.

4.2 Use of Escrowed Sales Funds. The Escrowed Sales Funds shall be held and disbursed as follows:

(a) Prior to Completion Date.

(i) Prior to the Completion Date and subject to the City's review and approval as provided in Subsection (ii) and (iii) below, the Escrowed Sales Funds may only be used by Exergonix to directly fund Hard Costs incurred, provided that Exergonix receives no other compensation for such payment of Hard Costs from any third party, including in the form of increased rent or purchase price. If Exergonix does receive any compensation for such payment of Hard Costs from any third party, such payment must be put into the Escrowed Sales Funds.

(ii) Reimbursement From Escrowed Sales Fund. The City must approve all disbursements of the Escrowed Sales Funds. All Hard Costs for which reimbursement is requested out of the Escrowed Sales Funds must be submitted within 60 days after they are incurred. Exergonix must provide evidence of the payment of Hard Costs providing the City with the following information:

(A) Copies of paid invoices, cancelled checks, receipts and such other supporting documentation as the City shall require, all evidencing that Exergonix paid the Hard Costs;

(B) Lien waivers from applicable contractors and sub-contractors; and

(C) Such other documentation and evidence as the City may reasonably request to confirm that the Escrowed Sales Funds will be used to directly fund or reimburse Exergonix for a Hard Cost.

The City will have thirty (30) days to review each request for reimbursement of the Escrowed Sales Funds. If City, pursuant to its review of the materials submitted, determines that any portion of the request for reimbursement should not be approved, it shall promptly state the reasons for such disapproval. Exergonix will either submit additional information sufficient to respond to the City's disapproval or Exergonix may appeal any disapproval to the City Council for approval. Should City fail to approve, disapprove, or request additional information within such thirty (30) day period, the reimbursement request will be deemed approved by City.

(iii) Funding of UCM Hard Costs. The City hereby acknowledges that the University of Central Missouri ("UCM") has proposed a facility (the "UCM Facility") to be constructed upon a portion of the Property. The UCM Facility will be used as the new "Lee's Summit Campus" of UCM. Portions of the UCM Facility will be dedicated to Green Technology Uses including higher education in the theoretical and practical applications of Green Technology Uses and the promotion of internships and partnerships with Green Technology Uses located on the Property and elsewhere in the community. The City agrees and confirms that the Hard Costs for the portion of the UCM Facility dedicated to Green Technology Use, qualify as an Approved Escrow Use, subject to verification of costs by City as provided above. Exergonix must provide evidence that the Hard Costs related to the UCM Facility were expended by Exergonix with no reimbursement from UCM or any other party. City reserves the right to determine, in its sole discretion, the portion of the UCM Facility that is dedicated to Green Technology Uses and the appropriate allocation of Hard Costs incurred by Exergonix that may be paid as an approved use of Escrowed Sales Funds. All Hard Costs for the portion of the UCM Facility, dedicated to Green Technology Use shall count towards the satisfaction of the Minimum Investment.

(b) After the Completion Date.

(i) If Exergonix has achieved or caused to be achieved the Minimum Jobs and Minimum Investment by the Completion Date, and City has issued the Termination Notice, all remaining Escrowed Sales Funds will be distributed to Exergonix.

(ii) If Exergonix fails to achieve or cause to be achieved the Minimum Jobs and Minimum Investment in accordance with the terms and provisions of this Agreement by the Completion Date, all remaining Escrowed Sales Funds shall be distributed to the City as provided in Article V herein.

ARTICLE V - FAILURE TO ACHIEVE OBJECTIVES

If Exergonix fails to achieve or cause to be achieved the Minimum Jobs and Minimum Investment by the Completion Date, City shall have the following rights and remedies.

5.1 Exercise of Option. As described in the Option, City may exercise the Option upon failure by Exergonix to achieve or cause to be achieved the Minimum Jobs and Minimum Investment by the Completion Date.

5.2 Use of Escrowed Sales Funds. In addition to the right to exercise the Option, if Exergonix fails to achieve its obligations with respect to the Minimum Investment and Minimum Jobs before the Completion Date, the balance of the Escrowed Sales Funds will immediately become the property of the City and Exergonix will have no further interest, claim to or right or title in the Escrowed Sales Funds.

5.3 Percentage Payment. In addition to the City's right to exercise the Option and the ability to receive and retain the Escrowed Sales Funds, if Exergonix fails to achieve the Minimum Investment and Minimum Jobs before the Completion Date, Exergonix will pay to City an amount equal to \$1,405,280 multiplied by a fraction, the numerator of which is the amount of the Minimum Investment that Exergonix failed to invest by the Completion Date and the denominator of which is \$50,000,000, together with interest at the Interest Rate (defined herein) (such payment shall be referred to as the "Percentage Payment"). Interest on the Percentage Payment shall begin to accrue on the Effective Date of the Option Agreement and run through the date that Exergonix submits the Percentage Payment to the City.

5.4 Interest Rate. For purposes of this Article, "Interest Rate" shall mean a rate equal to the rate set forth for a five (5) year maturity in the A scale number "92" as quoted in the Municipal Market Digest of interest rates ("MMD") scale in the *Wall Street Journal*. The rate will be adjusted annually on May 1 at the then-current five (5) year rate.

5.5 Example. For purposes of example only, if it is assumed that Exergonix failed to complete the Minimum Investment and Minimum Jobs before the Completion Date, but Exergonix (i) expended \$40 Million in Qualified Investment, and (ii) sold a portion of the Property with Sales Proceeds equal to \$1,000,000 and did not utilize any of the Escrow Sales Fund to pay for Hard Costs, after the Completion Date the City can (x) exercise the Option and purchase the remaining Property subject to the Option, (y) retain the \$1,000,000 Sales Proceeds (i.e. the Escrow Sales Fund), and (z) require Exergonix to pay \$281,056 (derived by multiplying \$1,405,280 X (\$10,000,000/\$50,000)), plus interest at the Interest Rate upon such \$281,056 from the Effective Date of the Option Agreement and run through the date that Exergonix submits the Percentage Payment to the City.

ARTICLE VI - CITY APPROVAL OF TRANSFERS

6.1 City Approval of Transfer and Transferee. No sale, transfer, lease, or other conveyance of any portion of the Property may be made except with the prior written approval of City. City's right of approval of any transfer shall be in force until the recording of the Termination Notice. Without limiting the generality of the foregoing, City will require that any proposed transferee:

- (a) provide a detailed financing plan (reasonably acceptable to the City) detailing all sources and uses (including a listing of costs with reasonable specificity) necessary to develop the proposed project, and proof to the City's satisfaction that all necessary debt and equity is committed and available to develop the proposed project;

(32210 / 65771; 357755.3)

(b) provide proof that such proposed transferee is an unrelated third party and that the terms of the transaction between the proposed transferee and Exergonix are arms length and at market price;

(c) provide evidence of submission for approval by the City of all zoning, platting, and land use matters and plans required by law, including the City's Unified Development Ordinance, for the development of that portion of the Property that is proposed to be transferred to the proposed transferee;

(d) provide for the City's reasonable approval (i) the schematic design drawings, (ii) the design development drawings; and (iii) the architectural design materials including the quality and types of exterior finish for the proposed project. City shall have twenty-one (21) days from submittal to issue its approval, or in the case approval is not given, the detailed reasons in writing for not granting approval;

(e) provide a detailed description of how the proposed transferee intends to use the development for Green Technology Uses;

(f) has received approval by City or in City's sole determination is reasonably likely to receive approval of all required Land Use Approvals for the proposed project; and

(g) execute the PILOT Agreement.

City may require that any transferee demonstrate to City's reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the Project. The City will provide notice to Exergonix and the proposed transferee when the City has received all the required information for the City's review. Once the City has received all the required information from the proposed transferee, City shall exercise its right to approve or deny any proposed sale or transfer within forty-five (45) days from the date of the City's notice of receipt. A City-approved transferee is referred to herein as an "Approved Transferee".

ARTICLE VII - DEVELOPMENT OF EXERGONIX PARCEL

7.1 Development of Exergonix Parcel. In connection with the development of the Exergonix Parcel, if this Agreement and the Option are still in effect, Exergonix must request the release of the Option by the City for the Exergonix Parcel. In order for the City to approve the request, Exergonix must:

(a) provide a detailed financing plan (reasonably acceptable to the City) detailing all sources and uses (including a listing of costs with reasonable specificity) necessary to develop the proposed project, and proof to the City's satisfaction that all necessary debt and equity is committed and available to develop the proposed project;

(b) submit plans for approval by the City of all zoning, platting, and land use matters and plans required by law, including the City's Unified Development Ordinance, for the development of the Exergonix parcel;

(c) have received approval by City or in City's sole determination is reasonably likely to receive approval of all required Land Use Approvals for development of the Exergonix Parcel for the proposed project;

(d) provide for the City's reasonable approval (i) the schematic design drawings, (ii) the design development drawings; and (iii) the architectural design materials including the quality and types of exterior finish for the proposed project. City shall have twenty-one (21) days from submittal to issue its approval, or in the case approval is not given, the detailed reasons in writing for not granting approval;

(e) provide a fully-executed construction contract for construction of the proposed project. Such contract should contain a guaranteed maximum price consistent with the City-approved financing plan; and

(f) have executed the PILOT Agreement.

The City will provide notice to Exergonix when the City has received all the required information for the City's review. Once the City has received all the required information, City shall complete its review to confirm compliance with terms of this Agreement within forty-five (45) days from the date of the City's notice of receipt, and if the proposed project complies with the terms of this Agreement, the City will release the Option as to the Exergonix Parcel.

ARTICLE VIII - USE RESTRICTIONS

8.1 Permitted Uses. In addition to the other provisions and restrictions contained in this Agreement, the Property may only be used for such uses that are permitted under zoning District PMIX as of the Effective Date and as otherwise permitted by the Land Use Approvals (the "Property Permitted Uses"). The City acknowledges that Exergonix has the right to request other uses for the Property on a case-by-case basis, subject to the review and approval of the City Council, which approval may be given in the sole and subjective discretion of the City Council.

8.2 Green Technology Use Required. No less than 60% of the total square footage of the Property must be utilized for a Green Technology Use (the "60% Green Requirement"). The remaining 40% of the Property may be developed for Property Permitted Uses. The 60% Green Requirement will remain a restriction on all portions of the Property for which the Option has not been released. In connection with the approval of a project or a proposed transfer, the City will make a determination as to whether the proposed use qualifies as a Green Technology Use. If the City determines that the proposed use qualifies as a Green Technology Use, the square footage of the Property transferred to the Approved Transferee will count toward the 60% Green Requirement. Up to five percent (5%) of the Property may be used by a user whose primary business operation is retail sales (the "Retail User"), provided such user is approved as an Approved Transferee under Section 6.1 hereof. None of the Retailer User property may be utilized to reach the 60% Green Requirement. A Retail User may only be located within the area shown on the site plan attached hereto as Exhibit D and designated thereon as the "Retail Use Area".

8.3 Pre-Approved Uses. A list of uses pre-approved by the City Council that meet the definition of Green Technology Use and pre-approved Retail Users is attached hereto as Exhibit C, and incorporated herein by reference.

ARTICLE IX - MISCELLANEOUS

9.1 Compliance with Laws. Subject to Exergonix' rights to contest the same in any manner permitted by law, Exergonix, its officers, directors and principals, successors and assigns, and Approved Transferees, at their sole cost and expense, shall comply in every respect with all Legal Requirements, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to the development, construction, ownership, occupancy, use and operation of the Project and the Property, specifically including, if required under State law, the payment of workers at the "prevailing hourly rate of wages", as such term is defined in Mo. Rev. Stat. § 290.210(5).

9.2 Notice. Any notice, request, consent or communication under this Agreement will be effective only if it is in writing and personally delivered or sent by a nationally recognized overnight delivery service, with delivery confirmed, addressed as follows:

If to the City:

Name:

Attn: Stephen Arbo, City Manager
The City of Lee's Summit, Missouri
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

With Copy To:

Teresa Williams, City Attorney
The City of Lee's Summit, Missouri
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

If to Exergonix:

Name:

Attn: Don Nissanka, President/CEO
Exergonix, Inc.
4201 NE Lakewood Way
Lee's Summit, Missouri 64064

With Copy To:

Mark L. Weinrub
MW Law, PC
15180 Dallas Parkway, Suite 600
Addison, TX 75001

Aaron March, Esq.
White Goss Bowers March Schulte
& Weisenfels
4510 Belleview Suite 300
Kansas City, Mo 64111

or such other persons and/or addresses as are furnished in writing by any party to the other party, and will be deemed to have been given, if delivered personally, upon its delivery, and if via nationally recognized overnight delivery service, with delivery confirmed, upon the 1st business day following deposit with such delivery service.

9.3 Indemnification.

(a) Exergonix shall indemnify, protect, defend and hold the City and its officers, agents, employees, elected officials and attorneys, each in their official and individual capacities, now or previously holding office (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring (i) on or about the Property, or (ii) as a result of any acts or omissions of Exergonix, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement, (iii) in connection with the ownership, use or occupancy and development or redevelopment of the Property or a portion thereof, or (iv) as a result of a challenge to the terms of this Agreement or the legality thereof, except to the extent such claims, demands, liabilities and costs were caused by the City's negligent or intentional acts or omissions.

(b) In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which Exergonix may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Exergonix of the occurrence of such event, but the failure to notify Exergonix will not relieve Exergonix of any liability that it may have to an Indemnified Party. After receipt of such notice, Exergonix may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Exergonix, utilizing counsel approved by the Indemnified Party. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Exergonix shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Exergonix asserting Exergonix' failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Exergonix for payment and, within thirty (30) business days after such submission, Exergonix shall transfer to the Indemnified Party sufficient funds to pay such bills. Exergonix acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

(c) An Indemnified Party shall submit to Exergonix any settlement proposal that the Indemnified Party shall receive. Exergonix shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Exergonix consents to such settlement. Neither Exergonix nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

(d) Exergonix expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon Exergonix in order to induce City to enter into this Agreement. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement, and the right to apply any deposit or other funds submitted by Exergonix to the Indemnified Party in payment of the damages suffered by it, as is necessary to protect the Indemnified Party from loss. If such court action is successful, the Indemnified Party shall be reimbursed by Exergonix for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

(e) The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

9.4 Breach-Compliance.

(a) If Exergonix or City does not comply with provisions of this Agreement, within the time limits and in the manner for the completion of the Project as therein stated, except for any extensions or waivers described herein, in that Exergonix or City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Agreement, and if, within thirty (30) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period (but in any event if the defaulting party shall not have cured such default within one hundred twenty (120) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and the right to apply any deposit or other funds submitted by Exergonix to City in payment of the damages suffered by it, the right to withhold or apply funds from the Escrowed Sales Fund to such extent as is necessary to protect City from loss or to ensure that the Project is fully and successfully implemented in a timely fashion.

(b) If any action is instituted by either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Agreement.

(c) The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

(d) Exergonix (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Agreement), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of Agreement.

(e) Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect, to the particular default except to the extent specifically waived.

(f) Notwithstanding anything to the contrary herein, Exergonix agrees that in the event of any default by City under this Agreement, it will not bring any action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them, except that this Section shall not prevent the award of attorneys' fees in the event of a default by City under this Agreement. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Section.

9.5 Assignment. This Agreement may only be assigned with the express approval of the parties.

9.6 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the City and Exergonix. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

9.7 Recording. Upon full execution by City and Exergonix, this Agreement shall be recorded by City, at Exergonix' expense, in the Office of the Recorder of Deeds for Jackson County, in Independence, Missouri.

9.8 Binding Effect. This Agreement will bind and, except as specifically provided herein, will inure to the benefit of the respective successors and permitted assigns, as applicable, of the parties hereto. The provisions of this Agreement shall be covenants running with the land and shall remain in effect for the duration of the Term. They shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by the parties, against each other and their respective successors and assigns, and every successor in interest to the subject Property, or any part of it or any interest in it and any party in possession or occupancy of the Property or any part thereof.

9.9 Governing Law. This Agreement is governed by and is to be construed and determined in accordance with the laws of the State of Missouri without reference to its choice of law provisions.

9.10 Time and Performance are of the Essence. Time and exact performance are of the essence of this Agreement.

9.11 Entire Agreement; Controlling Documents. This Agreement, the Option Agreement, and the PILOT Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof. In the event of a discrepancy between this Agreement and the Option, the Option Agreement shall control. In the event of a discrepancy between this Agreement and any PILOT Agreement, such PILOT Agreement shall control. In the event of a discrepancy between the Option and any PILOT Agreement, the Option Agreement shall control.

9.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

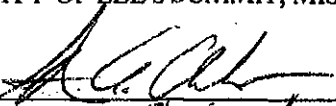
9.14 Acknowledgement. Exergonix agrees that the City has not made, and does not make, any representation or warranty to Exergonix about the tax treatment or implications of the transactions contemplated in this Agreement, or with respect to any other matter relating to this Agreement or the conduct or handling of the transactions contemplated herein. Exergonix agrees that it has made an independent decision to enter into this Agreement, without reliance on any representation, warranty, covenant or undertaking by the City, whether written or oral, explicit or implicit, except to the extent expressly set forth in this Agreement.

9.15 City's Legislative Authority. Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of the City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority, including without limitation any decision to approve the satisfaction of any conditions precedent hereunder, shall be a default under this Agreement.


9.16 Subject to Appropriation. If and to the extent that any covenant, agreement or obligation of the City hereunder requires the payment by the City of any monies that have not, as of the Effective Date, been appropriated by the City Council of the City, then City's obligation to pay such monies hereunder shall be subject to the passage of an ordinance by the City Council appropriating such monies for payment hereunder.

The parties have executed this Agreement on the date first above written.

THE CITY OF LEE'S SUMMIT, MISSOURI

By: 
Name: Stephen A. Arabo
Title: City Manager

EXERGONIX, INC.

By: 
Name: DON NISSANKA
Title: PRESIDENT / CEO

**EXHIBIT A
TO DEVELOPMENT AGREEMENT**

Legal Description of the Property

PARCEL 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 47, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°-22'-03" EAST ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 19.34 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AS NOW ESTABLISHED; THENCE NORTH 29°-25'-41" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 153.40 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 83°-24'-46" WEST, A DISTANCE OF 656.73 FEET; THENCE NORTH 87°-49'-44" WEST, A DISTANCE OF 312.64 FEET; THENCE NORTH 02°-58'-23" EAST, A DISTANCE OF 678.03 FEET; THENCE NORTH 87°-01'-37" WEST, A DISTANCE OF 1019.79 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY NO. 291, AS NOW ESTABLISHED; THENCE NORTH 06°-06'-41" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 144.99 FEET; THENCE NORTH 07°-51'-41" WEST CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 549.47 FEET; THENCE SOUTH 87°-49'-30" EAST DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 1303.12 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 29°-25'-41" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1498.93 FEET TO THE POINT OF BEGINNING. CONTAINING 1,524,252 SQUARE FEET, OR 34.992 ACRES, MORE OR LESS.

PARCEL 2:

ALL THAT PART OF THE NORTHWEST QUARTER, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 47, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 87°-53'-51" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 11.96 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, AS NOW ESTABLISHED; THENCE SOUTH 29°-25'-41" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 223.09 FEET, TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 29°-25'-41" EAST, A DISTANCE OF 1323.59 FEET, TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER

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OF SAID NORTHEAST QUARTER; THENCE NORTH 87°-32'-55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 832.35 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 2°-36'-20" EAST, ALONG THE EAST LINE SAID NORTHWEST QUARTER AND ALONG THE EAST LINE OF **MADDOX ACRES**, A SUBDIVISION, A DISTANCE OF 358.00 FEET, TO THE NORTHEAST CORNER OF LOT 12 OF SAID SUBDIVISION; THENCE NORTH 87°-49'-43" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 1507.48 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY NO. 291, AS NOW ESTABLISHED; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2416.83 FEET, A CHORD BEARING OF NORTH 26°-20'-38" WEST, A CENTRAL ANGLE OF 1°-18'-57", AN ARC LENGTH OF 55.50 FEET; THENCE NORTH 27°-00'-06" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 256.79 FEET; THENCE NORTH 26°-49'-41" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 241.77 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1784.86 FEET, A CHORD BEARING OF NORTH 18°-00'-47" WEST, A CENTRAL ANGLE OF 12°-35'-16", AN ARC LENGTH OF 392.13 FEET; THENCE NORTH 32°-04'-12" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 61.73 FEET; THENCE SOUTH 87°-49'-44" EAST, A DISTANCE OF 1158.47 FEET; THENCE SOUTH 78°-33'-51" EAST, A DISTANCE OF 869.58 FEET, TO THE POINT OF BEGINNING. CONTAINING 2,079,053 SQUARE FEET, OR 47.728 ACRES, MORE OR LESS.

**EXHIBIT B
TO DEVELOPMENT AGREEMENT**

Form of Amendment to Original Option Agreement

FIRST AMENDMENT TO OPTION AGREEMENT

THIS FIRST AMENDMENT TO OPTION AGREEMENT ("Amendment") is entered into as of the ___ day of _____, 2011, by and between EXERGONIX, INC., a Missouri corporation ("Exergonix"), and the CITY OF LEE'S SUMMIT, MISSOURI, a Missouri constitutional charter city and political subdivision ("City").

Recitals

A. Reference is made to that certain Option Agreement dated June 15, 2011, recorded on _____, as Document No. _____ in the Recorder's Office of Jackson County, Missouri ("Original Option Agreement"), between the City and Exergonix granting City an option relating to certain real property located within the City at the intersection of U.S. Highway 50 and Missouri Highway 291, and described on **Exhibit A** attached hereto and by this reference made a part hereof (the "Property").

B. The City has determined that assisting in the acquisition and redevelopment of the Property, will serve public purposes because it will, without limitation, (i) result in the creation of desirable new technology jobs within the City, (ii) promote economic development in the City, (iii) remediate an area of the City that has been previously declared blighted by the City Council of the City, (iv) result in generation of additional tax revenues to the City from the conduct of business and other activities in the City that would not otherwise occur, (v) serve as a catalyst for additional investment in and further redevelopment and rehabilitation of the portion of the City in which the Property is located, and (vi) further the City's policy of encouraging economic stability and growth.

C. The Original Option Agreement contemplated the execution by Exergonix and the City of a definitive development agreement.

D. As of the date hereof, Exergonix and the City have entered into the Development Agreement ("Development Agreement") authorizing this Amendment and creating a revised option to purchase the Property in favor of the City.

E. The City desires to encourage Exergonix to carry out the acquisition and redevelopment of the Property by entering into this Amendment.

Agreement

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows.

1. **Incorporation of Recitals**. The above Recitals are incorporated herein by this reference. Capitalized terms not defined in this Amendment shall have the meaning assigned to them in the Agreement.

2. **Amendment to Term**. Paragraph 4 of the Option is hereby amended by deleting Paragraph 4 in its entirety and replacing it with the following:

(32210 / 65771; 357755.5)

Term. This Agreement shall be effective upon the Effective Date and shall remain in effect until the earlier to occur of (i) the release of this Option by City pursuant to the terms of the Development Agreement; or (ii) upon the completion of the Minimum Investment and Minimum Jobs as confirmed by the City's Termination Notice (as such terms are defined in the Development Agreement). If Exergonix has not achieved the creation of the Minimum Investment and Minimum Jobs by September 1, 2016, City shall have the right to exercise the Option at any time thereafter for a period of ten (10) years (the "Option Period").

3. **Confirmation of Completion.** The parties acknowledge that the City has made the Option Payment as required under Paragraph 3 of the Original Option Agreement, and that Exergonix has provided copies of all surveys, reports, test and studies as required under Paragraph 9 of the Original Option Agreement.

4. **Recording Memorandum.** A memorandum of this Amendment will be recorded by City, in a form substantially similar to that attached hereto as Exhibit B (the "Memorandum"). The Memorandum will be recorded in the public land records for Jackson County, Missouri.

5. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

6. **Continued Effect.** Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control.

In Witness Whereof, the parties have executed this Amendment as of the date first above written.

THE CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen Arbo, City Manager

EXERGONIX, INC.

By: _____
Don Nissanka, President/CEO

**Exhibit A
to First Amendment to Option Agreement**

LEGAL DESCRIPTION

PARCEL 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 47, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°-22'-03" EAST ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 19.34 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AS NOW ESTABLISHED; THENCE NORTH 29°-25'-41" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 153.40 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 83°-24'-46" WEST, A DISTANCE OF 656.73 FEET; THENCE NORTH 87°-49'-44" WEST, A DISTANCE OF 312.64 FEET; THENCE NORTH 02°-58'-23" EAST, A DISTANCE OF 678.03 FEET; THENCE NORTH 87°-01'-37" WEST, A DISTANCE OF 1019.79 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY NO. 291, AS NOW ESTABLISHED; THENCE NORTH 06°-06'-41" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 144.99 FEET; THENCE NORTH 07°-51'-41" WEST CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 549.47 FEET; THENCE SOUTH 87°-49'-30" EAST DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 1303.12 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 29°-25'-41" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1498.93 FEET TO THE POINT OF BEGINNING. CONTAINING 1,524,252 SQUARE FEET, OR 34.992 ACRES, MORE OR LESS.

PARCEL 2:

ALL THAT PART OF THE NORTHWEST QUARTER, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 47, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 87°-53'-51" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 11.96 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, AS NOW ESTABLISHED; THENCE SOUTH 29°-25'-41" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 223.09 FEET, TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 29°-25'-41" EAST, A DISTANCE OF 1323.59 FEET, TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 87°-32'-55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 832.35 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 2°-36'-20" (32210 / 65771; 357755.5)

EAST, ALONG THE EAST LINE SAID NORTHWEST QUARTER AND ALONG THE EAST LINE OF **MADDOX ACRES**, A SUBDIVISION, A DISTANCE OF 358.00 FEET, TO THE NORTHEAST CORNER OF LOT 12 OF SAID SUBDIVISION; THENCE NORTH 87°-49'-43" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 1507.48 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY NO. 291, AS NOW ESTABLISHED; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2416.83 FEET, A CHORD BEARING OF NORTH 26°-20'-38" WEST, A CENTRAL ANGLE OF 1°-18'-57", AN ARC LENGTH OF 55.50 FEET; THENCE NORTH 27°-00'-06" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 256.79 FEET; THENCE NORTH 26°-49'-41" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 241.77 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1784.86 FEET, A CHORD BEARING OF NORTH 18°-00'-47" WEST, A CENTRAL ANGLE OF 12°-35'-16", AN ARC LENGTH OF 392.13 FEET; THENCE NORTH 32°-04'-12" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 61.73 FEET; THENCE SOUTH 87°-49'-44" EAST, A DISTANCE OF 1158.47 FEET; THENCE SOUTH 78°-33'-51" EAST, A DISTANCE OF 869.58 FEET, TO THE POINT OF BEGINNING. CONTAINING 2,079,053 SQUARE FEET, OR 47.728 ACRES, MORE OR LESS.

**Exhibit B
to First Amendment to Option Agreement**

Form of Memorandum

MEMORANDUM OF AMENDMENT

THIS MEMORANDUM OF AMENDMENT (the "Memorandum") is made and entered into as of the ____ day of _____, 2011, by and between Exergonix, Inc., a Missouri corporation ("Exergonix"), and the City of Lee's Summit, Missouri, a Missouri constitutional charter city and political subdivision ("City").

AGREEMENT:

1. Pursuant to that certain Option Agreement dated June 15, 2011, between Exergonix and City (the "Agreement"), a Memorandum of which was recorded on _____ as Instrument No. _____, Exergonix has granted to City an option to purchase certain real property located in the City of Lee's Summit, Missouri, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

2. Exergonix and City have entered into the First Amendment to Option Agreement, dated _____, 2011 (the "Amendment"), that amends certain terms of the Agreement.

3. The Agreement, as amended by the Amendment, is for a term commencing on June 15, 2011 and ending upon the exercise or release of the Option by City, all as provided in the Agreement and Amendment, to be no later than August 31, 2026.

3. All of the other terms and conditions of the Agreement and Amendment are more fully set forth in the Agreement and Amendment and are incorporated herein by this reference.

4. This Memorandum is executed for recording purposes only and is not intended to alter or amend the terms of the Agreement or Amendment. In the event of a conflict between this Memorandum and the Amendment, the Amendment shall control.

5. This Memorandum shall inure to the benefit of and be binding upon Exergonix and City and their respective representatives, successors and assigns.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Exergonix and City have executed this Memorandum of Amendment as of the date first above written.

THE CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen Arbo, City Manager

EXERGONIX, INC.

By: _____
Don Nissanka, President/CEO

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ___ day of _____, 2011, before me personally appeared to me Stephen Arbo, personally known, who being by me duly sworn did say that he is the City Manager of the City of Lee's Summit, Missouri, a Missouri municipal corporation, that said corporation has no corporate seal, that said instrument was signed on behalf of said corporation by authority of its Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Lee's Summit, Missouri the day and year last above written.

Notary Public

My commission expires:

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this __ day of _____, before me personally appeared to me Don Nissanka, personally known, who being by me duly sworn did say that he is the President/CEO of Exergonix, Inc., a Missouri corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said Don Nissanka acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Lee's Summit, Missouri the day and year last above written.

Notary Public

My commission expires:

EXHIBIT A TO

MEMORANDUM OF FIRST AMENDMENT TO OPTION

PARCEL 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 47, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER: THENCE NORTH 02°-22'-03" EAST ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 19.34 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AS NOW ESTABLISHED; THENCE NORTH 29°-26'-41" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 153.40 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 83°-24'-46" WEST, A DISTANCE OF 656.73 FEET; THENCE NORTH 87°-49'-44" WEST, A DISTANCE OF 312.64 FEET; THENCE NORTH 02°-58'-23" EAST, A DISTANCE OF 878.03 FEET; THENCE NORTH 87°-01'-37" WEST, A DISTANCE OF 1019.79 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY NO. 291, AS NOW ESTABLISHED; THENCE NORTH 08°-08'-41" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 144.99 FEET; THENCE NORTH 07°-51'-41" WEST CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 549.47 FEET; THENCE SOUTH 87°-49'-30" EAST DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 1303.12 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 29°-25'-41" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1498.93 FEET TO THE POINT OF BEGINNING. CONTAINING 1,524,252 SQUARE FEET, OR 34.992 ACRES, MORE OR LESS.

PARCEL 2:

ALL THAT PART OF THE NORTHWEST QUARTER, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 47, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER: THENCE SOUTH 87°-53'-51" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 11.96 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, AS NOW ESTABLISHED; THENCE SOUTH 29°-26'-41" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 223.09 FEET, TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 29°-25'-41" EAST, A DISTANCE OF 1323.59 FEET, TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 87°-32'-55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 832.36 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 2°-36'-20" EAST, ALONG THE EAST LINE SAID NORTHWEST QUARTER AND ALONG THE EAST LINE OF MADDOX ACRES, A SUBDIVISION, A DISTANCE OF 358.00 FEET, TO THE NORTHEAST CORNER OF LOT 12 OF SAID SUBDIVISION; THENCE NORTH 87°-49'-43" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 1507.48 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY NO. 291, AS NOW ESTABLISHED; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2416.83 FEET, A CHORD BEARING OF NORTH 26°-20'-38" WEST, A CENTRAL ANGLE OF 1°-18'-57", AN ARC LENGTH OF 55.50 FEET; THENCE NORTH 27°-00'-06" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 256.79 FEET; THENCE NORTH 26°-49'-41" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1784.86 FEET, A CHORD BEARING OF NORTH 18°-00'-47" WEST, A CENTRAL ANGLE OF 12°-35'-16", AN ARC LENGTH OF

{32210 / 65771; 357755.5}

392.13 FEET; THENCE NORTH 32°-04'-12" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 61.73 FEET; THENCE SOUTH 87°-49'-44" EAST, A DISTANCE OF 1158.47 FEET; THENCE SOUTH 78°-33'-51" EAST, A DISTANCE OF 869.58 FEET, TO THE POINT OF BEGINNING. CONTAINING 2,079,053 SQUARE FEET, OR 47.728 ACRES, MORE OR LESS.

**EXHIBIT B
TO DEVELOPMENT AGREEMENT
FORM OF PILOT AGREEMENT**

(Above Space Reserved for Office of Records)

Document Title: Payment in Lieu of Taxes Agreement

Document Date: _____

Grantor: _____

Grantee: _____

Grantee's Address: _____

Legal Description: See Exhibit A attached hereto

Reference: Document No. _____

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri constitutional charter city and political subdivision (the "City"), having an address of 220 SE Green Street, Lee's Summit, Missouri, and _____, and its successors in interest as owners of the Property as herein provided (the "Owner").

RECITALS

A. Owner is the owner of a certain parcel of real estate and the improvements thereon, if any, located in Lee's Summit, Jackson County, Missouri, legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

B. The City is a party to that certain Development Agreement to Promote Economic Development Activities (the "Development Agreement"), between the City and Exergonix, Inc. ("Exergonix"), dated _____, 2011, and approved by the City Council of the City on _____, as Ordinance No. _____; and

C. Pursuant to the Development Agreement, Exergonix agreed to develop and construct, or cause to be constructed, a campus consisting in major part of innovative, green, high tech manufacturing and other facilities (the "Project") to be located upon the real property located in Lee's Summit, Jackson County, Missouri, legally described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Project Property"); and

D. The Property is a portion of the Project Property; and

E. The Development Agreement provides that, except as otherwise provided in the Development Agreement, the Project Property will remain subject to ad valorem real property taxes for a certain term, as described herein; and

F. The Development Agreement requires that this Agreement be executed by any successor to Exergonix in the ownership of the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed between City and Owner, for themselves and on behalf of their heirs, personal representatives, successors and assigns, as follows:

1. Definitions. All capitalized words shall have the meanings ascribed to them in this Section unless defined elsewhere in this Agreement. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

(a) Finance Director means the finance director of the City.

(b) PILOT Payment Term means the period comprised of the Term of the Development Agreement plus an additional ten (10) years following the end of the Term of the Development Agreement.

(c) Qualified Appraiser means an appraiser who is independent, licensed and a member of the American Institute of Real Estate Appraisers or its successor, with at least ten (10) years experience appraising commercial properties in the Kansas City metropolitan area.

(d) Term of the Development Agreement means that period beginning on _____, 2011 and ending on the earlier to occur of (i) the date the Amended Option (as defined in the Development Agreement) is exercised by the City, or (ii) the date of the issuance by the City of the Termination Notice (as defined in the Development Agreement).

2. Payment of Ad Valorem Real Property Taxes. So long as the Property is not exempt from the payment of ad valorem real property tax, Owner shall pay as they become due and payable, all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Property, or any part thereof or interest therein.

3. Payment in Lieu of Taxes. If, by reason of any exemption or abatement provided by statute or constitutional provision (federal or state), (i) real property taxes for any taxing period (A) are not levied, assessed or imposed upon the Property or any part thereof, or (B) are levied or imposed at any rate less than the full levy rate applicable to real property not classified as "Agricultural and Horticultural property" or "Residential property" under Missouri law, or (ii) the Property or any part thereof is assessed in any manner that results in the real property taxes being less than the taxes that would otherwise be paid if the Property was subject to full assessment as real property not classified as "Agricultural and Horticultural property" or "Residential property" under Missouri law, Owner hereby agrees that it will make payments in lieu of taxes during the PILOT Payment Term in amounts equal to the taxes, assessments and other governmental charges that would be lawfully levied or assessed or imposed upon the Property in the absence of any tax exemption or abatement (the "PILOT Payment"). The PILOT Payment shall be due and payable not later than December 31 of the year for which such PILOT Payment is due and payable.

4. Determination of PILOT Payment. The City, acting through its Finance Director or such other person (including a Qualified Appraiser) as the Finance Director shall designate, will determine the amount of the PILOT Payment and will notify Owner of the amount of the PILOT Payment, together with the methodology used to determine such amount (the "PILOT Notice"). If Owner does not agree with the PILOT Payment amount submitted by the City in the PILOT Notice, then Owner shall notify the City in writing within ten (10) days of delivery of the PILOT Notice. Owner shall then retain a Qualified Appraiser who will make an independent determination of the appropriate PILOT Payment and shall submit the same to the City within forty-five (45) days of the PILOT Notice, including the methodology used. If the Qualified Appraiser and the City cannot mutually agree upon the appropriate PILOT Payment within ten (10) days of the delivery of the Owner information, the City and the Qualified Appraiser shall promptly jointly select a different Qualified Appraiser (the "Final Appraiser"). Within twenty (20) days after his appointment, the Final Appraiser shall select one of the two initially submitted amounts as the appropriate PILOT Payment, and the determination of the Final Appraiser shall be binding upon the parties. The fee of the Final Appraiser shall be paid by the party whose determination of the PILOT Payment was not selected. If, on December 31 of any year, the

amount of the PILOT Payment is being disputed through the above-described process, Owner shall remit to City the amount of the PILOT Payment as determined by City and provided in the PILOT Notice. In the event that as a result of the challenge by Owner, there is a reduction in the amount of the PILOT Payment, City agrees to promptly reimburse Owner the amount of the reduction.

5. Interest. Any PILOT Payment that is not paid in full within thirty (30) days of the due date shall accrue interest at a rate equal to 1-1/2% per month compounding monthly.

6. Lien. Owner hereby grants to City a lien on the Property, effective as of the date of this Agreement, to secure Owner's obligation hereunder to pay when due all PILOT Payments, interest, costs and reasonable attorneys' fees now owing or hereafter becoming due and payable pursuant to the terms of this Agreement. Such lien shall run with the land and shall be a continuing lien upon the Property.

7. Priority of Lien. The lien on the Property granted pursuant to Section 6 hereof is prior to all other liens, encumbrances or other matters except: (i) liens, encumbrances and other matters recorded prior to the recording of this Agreement; and (ii) liens for real estate taxes and other governmental assessments or charges against the Property.

8. Remedy. If the Owner shall breach the terms of this Agreement, City shall have the right to give to the Owner written notice of such breach, and Owner shall have thirty (30) days from the date of receipt of written notice of such breach from the City (the "Cure Period") to cure such breach, including, without limitation, payment of the PILOT Payment. In the event Owner fails to cure such breach within the Cure Period, the City shall have the right to bring an action at law against the Owner or foreclose the lien against the Property. The City may foreclose on the lien in the manner provided in under the laws of the State of Missouri that govern the foreclosure of any interest in property, including without limitation, a suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of the State of Missouri. The recording of this Agreement constitutes record notice and perfection of the lien. The City may, but shall not be required to, file with the Recorder of Deeds of Jackson County, Missouri a certificate of nonpayment identifying the Property and stating the delinquent amount owed under this Agreement.

9. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

10. Costs and Attorneys' Fees. In the event Owner fails to cure a breach within the cure period, then in addition to the amount of the PILOT Payment and the interest as calculated under Section 5 hereof, the Owner is liable for payment of the costs and expenses incurred by or on behalf of City in connection with any proceedings brought by the City under Section 8 hereof, the costs and expenses for the filing of a certificate of nonpayment, if any, and all reasonable attorneys' fees incurred in connection with the enforcement of the lien hereunder or the collection of all amounts owed hereunder.

11. Successors Bound. This Agreement will bind and inure to the benefit of the

respective successors and permitted assigns, as applicable, of the parties hereto. The provisions of this Agreement shall be covenants running with the land and shall remain in effect for the duration of the PILOT Payment Term.

IN WITNESS WHEREOF, each party has executed and sealed this Agreement on the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name: _____
Title: _____

OWNER:

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2011, before me personally appeared to me _____, personally known, who being by me duly sworn did say that [he/she] is the City Manager of the City of Lee's Summit, Missouri, a Missouri municipal corporation, that said corporation has no corporate seal, that said instrument was signed on behalf of said corporation by authority of its Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public
Printed Name: _____

My commission expires:

**EXHIBIT D
TO DEVELOPMENT AGREEMENT
SITE PLAN**