



The City of Lee's Summit
Final Agenda
Finance and Budget Committee

Monday, April 17, 2017

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENTS
4. BUSINESS
 - A. [2017-1053](#) Approval of Minutes from March 6, 2017 Finance & Budget Meeting
 - B. [TMP-0446](#) AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR TOURISM SERVICES TO BE PROVIDED TO THE CITY.

Presenter: Nick Edwards, Director of Administration
 - C. [TMP-0447](#) AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR MARKETING SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Nick Edwards, Director of Administration
 - D. [TMP-0448](#) AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN DOWNTOWN LEE'S SUMMIT MAIN STREET AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Nick Edwards, Director of Administration

- E. [TMP-0449](#) AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT ECONOMIC DEVELOPMENT COUNCIL. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter: Nick Edwards, Director of Administration

- F. [TMP-0458](#) AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter: Joe Snook, Interim Administrator of Parks and Recreation

- G. [TMP-0462](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Presenter: Presenter: Major Curt Mansell, Police Department

- H. [2017-1063](#) A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI

Presenter: Presenter: Conrad E. Lamb, Director of Finance

- I. [2017-1055](#) PRESENTATION OF THE JANUARY AND FEBRUARY GENERAL FUND FINANCIAL DASHBOARDS

Presenter: Presenter: Jack Feldman, Administration Management Analyst

- J. [2017-1070](#) PRESENTATION OF THE FISCAL YEAR 2017-2018 GENERAL FUND REVENUE ESTIMATES

Presenter: Presenter: Jack Feldman, Administration Management Analyst

- K. [2017-1072](#) PRESENTATION OF EMS CHARGES FOR SERVICE AND COST RECOVERY

Presenter: Presenter: Jack Feldman, Administration Management Analyst

5. ROUNDTABLE

Next Meeting April 24, 2017 at 5:00 p.m.

ADJOURNMENT

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



The City of Lee's Summit

220 SE Green Street
Lee's Summit, MO 64063

Packet Information

File #: 2017-1053, **Version:** 1

Approval of Minutes from March 6, 2017 Finance & Budget Meeting



The City of Lee's Summit
Action Letter
Finance and Budget Committee

Monday, March 6, 2017
4:30 PM
City Council Chambers
City Hall
220 SE Green Street
Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL

Present: 4 - Chairperson Trish Carlyle
Vice Chair Diane Seif
Councilmember Diane Forte
Councilmember Craig Faith

3. APPROVAL OF AGENDA

This agenda was approved.

Present: 4 - Chairperson Trish Carlyle
Vice Chair Diane Seif
Councilmember Diane Forte
Councilmember Craig Faith

4. PUBLIC COMMENTS

No public comments.

5. BUSINESS

- A. [2017-0990](#) Approval of Minutes from February 6, 2017 Finance & Budget Meeting.

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Seif that the Minutes be approved. The motion carried by a unanimous vote.

- B. [2017-1011](#) Presentation of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2016 by RubinBrown LLP (F&BC 3-6-17)

Presenter: Presenter: Kaleb Lilly, RubinBrown

Kaleb Lilly, of RubinBrown, presented the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2016. Presentation only.

Finance and Budget Committee

Action Letter

March 6, 2017

- C. [BILL NO. 17-64](#) AN ORDINANCE AUTHORIZING THE WAIVER OF LEE'S SUMMIT HOUSING AUTHORITY'S PAYMENT IN LIEU OF TAXES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016 IN THE AMOUNT OF \$33,874.16. (F&BC 3-6-17)

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE WAIVER OF LEE'S SUMMIT HOUSING AUTHORITY'S PAYMENT IN LIEU OF TAXES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016 IN THE AMOUNT OF \$33,874.16.

Presenter: Presenter: Conrad E Lamb

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 3/16/2017 The motion carried by a unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

- D. [BILL NO. 17-65](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD, AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI TO ESTABLISH A SPONSORSHIP BY LEE'S SUMMIT PARKS AND RECREATION OF THE COMMON READ PROGRAM FOR 2017-2018 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EVIDENCING THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 3-6-17)

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD, AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI TO ESTABLISH A SPONSORSHIP BY LEE'S SUMMIT PARKS AND RECREATION OF THE COMMON READ PROGRAM FOR 2017-2018 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EVIDENCING THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Carole Culbertson, Superintendent of Administration, Lee's Summit Parks and Recreation

ACTION: A motion was made by Vice Chair Seif, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 3/16/2017. The motion carried by unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Finance and Budget Committee

Action Letter

March 6, 2017

- E. [BILL NO. 17-66](#) AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-066 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR EQUIPMENT RENTAL TO BLEDSOE'S RENTALS (CONTRACT NO. 2017-066-1) AND THE G.W. VAN KEPPEL CO. (CONTRACT NO. 2017-066-2) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 3-6-17)

Recommendation: Recommendation: Staff recommends the approval of AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-066 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR EQUIPMENT RENTAL TO BLEDSOE'S RENTALS (CONTRACT NO. 2017-066-1) AND THE G.W. VAN KEPPEL CO. (CONTRACT NO. 2017-066-2) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Ben Calia, Procurement and Contract Services Manager

ACTION: A motion was made by Vice Chair Seif, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 3/16/2017 The motion carried by unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

- F. [BILL NO. 17-67](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-094 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR VETERINARY SERVICES FOR THE ANIMAL CONTROL DIVISION TO LEE'S SUMMIT ANIMAL HOSPITAL, P.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 3-6-17)

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-094 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR VETERINARY SERVICES FOR THE ANIMAL CONTROL DIVISION TO LEE'S SUMMIT ANIMAL HOSPITAL, P.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter: Major Mark Taylor, Lee's Summit Police Department

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 3/16/2017. The motion carried by the following vote:

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Finance and Budget Committee

Action Letter

March 6, 2017

- G. [BILL NO.](#) AN ORDINANCE APPROVING THE SALE OF A VACANT LOT LEGALLY
[17-68](#) DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A
SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI TO HB
SUMMIT, LLC, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A
TRANSFEREE AGREEMENT BETWEEN THE RITTER PLAZA, LLC, HB
SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT. (F&BC 3-6-17)

Recommendation: Staff recommends approval of an AN ORDINANCE APPROVING THE SALE OF A VACANT LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI TO HB SUMMIT, LLC, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN THE RITTER PLAZA, LLC, HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT.

Presenter: Presenter: Brian Head, City Attorney and City Staff

ACTION: A motion was made by Councilmember Faith, seconded by Vice Chair Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 3/16/2017. The motion carried by unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

- H. [BILL NO.](#) AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE TAX
[17-69](#) INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S
SUMMIT, MISSOURI AND RITTER PLAZA, LLC FOR THE RITTER PLAZA TAX
INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO
EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY. (F&BC
3-6-17)

Recommendation: Staff Recommendation: Staff recommends approval of an ORDINANCE APPROVING THE SECOND AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND RITTER PLAZA, LLC FOR THE RITTER PLAZA TAX INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY.

Presenter: Presenter: Brian Head, City Attorney and City Staff

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 3/16/2017. The motion carried by unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Finance and Budget Committee

Action Letter

March 6, 2017

- I. [BILL NO.](#) AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE
[17-70](#) SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND
ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND
CHARGES. (F&BC 3-6-17)

Recommendation: Recommendation: Staff Recommends Approval

Presenter: Presenter: Jack Feldman

ACTION: A motion was made by Councilmember Faith, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 3/16/2017. The motion carried by unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

- J. [BILL NO.](#) AN ORDINANCE APPROVING AN AGREEMENT FOR THE LEASE OF CITY
[17-71](#) CONDUIT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND
THE LEE'S SUMMIT R-7 SCHOOL DISTRICT AND AUTHORIZING THE
MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC
3-6-17)

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AN
AGREEMENT FOR THE LEASE OF CITY CONDUIT BY AND BETWEEN THE CITY OF LEE'S SUMMIT,
MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO
EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter: Steve Marsh

ACTION: A motion was made by Vice Chair Seif, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 3/16/2017. The motion carried by unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Finance and Budget Committee

Action Letter

March 6, 2017

- K. [BILL NO. 17-72](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-068 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR MISCELLANEOUS PARTS AND APPURTENANCES FOR THE WATER UTILITIES OPERATIONS DIVISION TO BLUE SPRINGS WINWATER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BLUE SPRINGS WINWATER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 3-6-17)

Recommendation: Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-068 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR MISCELLANEOUS PARTS AND APPURTENANCES FOR THE WATER UTILITIES OPERATIONS DIVISION TO BLUE SPRINGS WINWATER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BLUE SPRINGS WINWATER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Wes Owen, Assistant Director of Operations, Lee's Summit Water Utilities

ACTION: A motion was made by Councilmember Faith, seconded by Vice Chair Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 3/16/2017. The motion carried by unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

6. ROUNDTABLE
7. NEXT MEETING - APRIL 3, 2017 4:30 p.m.
8. ADJOURNMENT

Meeting was adjourned at 5:40 p.m.

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Packet Information

File #: TMP-0446, **Version:** 1

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

Issue/Request:

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

Key Issues:

The Lee's Summit Chamber of Commerce serves as a non-profit organization with the mission of supporting business and economic development in the Lee's Summit community.

Each year the City of Lee's Summit appropriates funding through a Public Service Agreement (PSA) with the Lee's Summit Chamber of Commerce for the purpose of the furthering the City's efforts to promote business development in the community, which in turn supports a healthy tax base that provides for City services.

Tourism: The Chamber is requesting \$51,043 in funding for tourism related programs. The FY18 contribution for tourism programs will be paid from the Business and Industry fund and is subject to approval by the Finance and Budget Committee and City Council. Previous funding levels for tourism related programs for FY15, FY16, and FY17 were \$51,043 each year. The PSA would be for a one year term with two automatic renewals and annual funding would be subject to annual appropriations by the City each fiscal year.

The purpose of the presentation is to seek F&BC input and feedback on the requested level of funding. The funding request will then be incorporated into the overall City Budget process for consideration by the Finance and Budget Committee and ultimately City Council.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR TOURISM SERVICES TO BE PROVIDED TO THE CITY.

Background:

On November 9, 2016, the Community and Economic Development Committee (CEDC) reviewed the draft scope of services for the Tourism program. The CEDC recommended approval of the draft scope of services as outlined in the draft Chamber of Commerce Public Service Agreements for Tourism and recommended that the Agreement be forwarded to the Finance and Budget Committee to be considered for inclusion in the City's FY18 Budget.

If the F&BC motion passes, the ordinance will be placed on the City Council agenda that coincides with the consideration of the FY18 Budget Ordinance.

Presenter: Nick Edwards, Director of Administration

Recommendation: Staff Recommends Approval of AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR TOURISM SERVICES TO BE PROVIDED TO THE CITY.

Committee Recommendation: N/A

BILL NO. 17-

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

WHEREAS, Lee's Summit Chamber of Commerce, Inc. (the "Chamber") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; and

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

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to the Chamber as compensation for the performance of various marketing related services to be provided to the City; and

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

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

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

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

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

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

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

BILL NO. 17-

PASSED by the City Council of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

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

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

WITNESSETH:

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

WHEREAS, The Lee's Summit Brand is the embodiment of how the City wants its audiences to feel about Lee's Summit. A strong brand personality allows Lee's Summit to present a clear, concise, relevant message; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate funds to the Chamber as compensation for the performance of services pursuant to this Agreement.

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

I. SCOPE OF SERVICES TO BE PROVIDED BY CHAMBER

A. Tourism Destination Marketing

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

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

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

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

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

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

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

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

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

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

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

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

B. Community Marketing:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM AND TIME OF PERFORMANCE

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

III. COMPENSATION AND METHOD OF PAYMENT

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

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

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

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

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

V. SUBCONTRACTS

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

VI. NON-DISCRIMINATION PROVISIONS

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

VII. COMPLIANCE WITH THE LAW

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

VIII. CONFLICT OF INTEREST/POLITICAL ACTIVITY

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

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

IX. INDEPENDENT CONTRACTOR

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

X. INDEMNIFICATION

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

liable or responsible in any manner to any subcontractor with whom the Chamber has contracted for additional services under the terms of the Agreement.

XI. CANCELLATION, TERMINATION OR SUSPENSION

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

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

XII. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to the Chamber shall be addressed to:

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

XIII. AMENDMENTS

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

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

XIV. SEVERABILITY

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

XV. ENTIRE AGREEMENT

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

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

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

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

Stephen A. Arbo, City Manager

Timothy P. Arbeiter, President

ATTEST:

ATTEST:

Denise R. Chisum, *City Clerk*

Secretary

Approved as to Form:

Office of the City Attorney

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

BUSINESS AND INDUSTRY FUND

YEAR BEGINNING JULY 1, 2018

	FY 2011 <u>ACTUAL</u>	FY 2012 <u>ACTUAL</u>	FY 2013 <u>ACTUAL</u>	FY 2014 <u>ACTUAL</u>	FY 2015 <u>ACTUAL</u>	FY 2016 <u>ACTUALS</u>	FY 2017 <u>BUDGET</u>	FY 2017 <u>ACTUAL YTD</u>	FY 2018 <u>BUDGET</u>
REVENUES:									
Business & Industry Tax (Hotel)	\$ 334,472	\$ 297,045	\$ 310,884	\$ 342,603	\$ 401,460	\$ 440,886	\$ 376,473	\$ 324,778	\$ 394,372
Penalty/Interest	0	91	0	60	6,545	2,255	0	124	1,000
Transfers	62,220	62,220	62,220	62,200	14,200	14,200	0	0	0
Contributions									
Interest	176	273	246	66	62	1,621	1,000	(289)	(39)
Total Revenues	\$ 396,868	\$ 359,629	\$ 373,350	\$ 404,929	\$ 422,267	\$ 458,962	\$ 377,473	\$ 324,613	\$ 395,333
EXPENDITURES:									
Administrative Fees	\$ 6,690	\$ 6,293	\$ 6,267	\$ 6,297	\$ 6,297	\$ 8,818	\$ 6,297	\$ 6,297	\$ 6,297
Payment Discount	5,898	6,221	6,194	6,792	7,450	8,370	6,204	6,204	6,204
Interest Expense	13	0	0	0	391	0	0	0	0
Transfer									
Contributions									
Downtown Mainstreet Inc (DLSMS)	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Downtown Mainstreet Inc: Downtown Masterplan	0	0	0	0	0	0	0	0	0
LS Economic Development Council	250,916	250,911	250,911	250,911	217,968	217,968	250,911	250,911	275,500
LS Chamber of Commerce	40,780	50,700	50,700	50,700	51,043	51,043	51,043	51,043	51,043
Arts Commission									
Historic Preservation Grant									
Community Branding									
Total Expenditures	\$ 364,297	\$ 374,125	\$ 374,072	\$ 374,700	\$ 343,149	\$ 346,199	\$ 374,455	\$ 374,455	\$ 399,044
Excess of Revenues Over (Under) Expenditures	32,571	(14,496)	(722)	30,229	79,118	112,763	3,018	(49,842)	(3,711)
Fund Balance, Beginning of Year	\$ 29,322	\$ 61,893	\$ 47,397	\$ 46,675	\$ 76,904	\$ 156,022	\$ 268,785	\$ 271,803	\$ 271,803
Fund Balance	\$ 61,893	\$ 47,397	\$ 46,675	\$ 76,904	\$ 156,022	\$ 268,785	\$ 271,803	\$ 221,961	\$ 268,092
% of Total Expenditures to Ending Fund Balance	17.0%	12.7%	12.5%	20.5%	45.5%	77.6%	72.6%	59.3%	67.2%

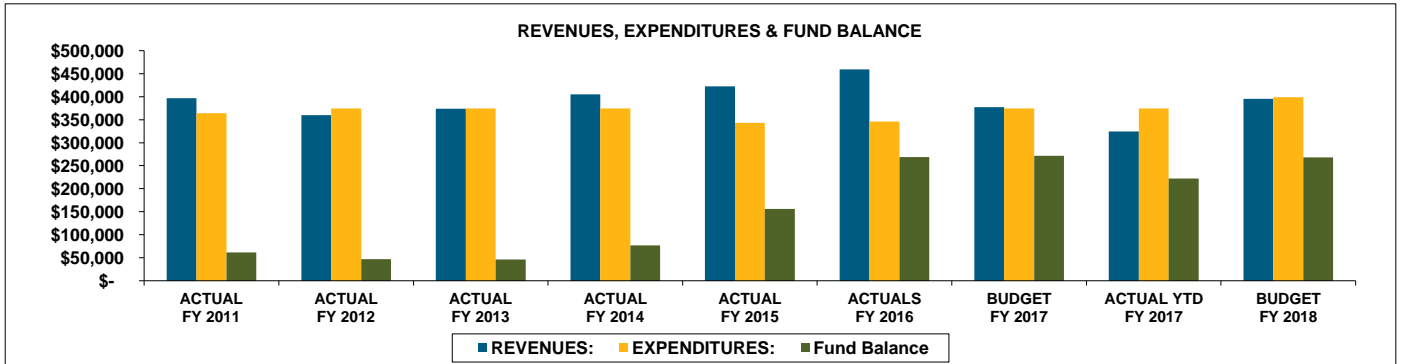
The Business and Industry Tax fund was created to account for the license tax on certain gross receipts of hotels, motels and similar places of business, in an amount equal to 5% of gross daily rental receipts derived from transient guests for sleeping accommodations. The proceeds are used to promote the general economic welfare of the City including attraction and retention of business and industry to the community and the promotion and provision of facilities for tourism, conventions, and visitors. Businesses are allowed to deduct 2% processing fee if their tax is remitted before the 20th of the month. The 5 hotel/motels in the City have a total of 352 rooms with an average occupancy rate of 65.5% for fiscal years 2015, 2016, and 2017YTD.

Average Occupancy Rate:

- FY13 - 54.7%
- FY14 - 57.8%
- FY15 - 61.5%
- FY16 - 68.3%
- FY17 - 66.5% (YTD)

Revenues: FY18 hotel/motel tax estimate is a 3-year average of FY2014-2016. Revenue projections are based on the fundamentals of fund sources as seasonality and large one-time payments can inject unpredictability into the revenues. Since FY11, the City's General Fund transferred funds to the Business and Industry Fund to prevent a negative fund balance. That transfer was discontinued in FY17.

Expenditures: FY18 assumes the Business & Industry tax will fully support the expenditures and administration of the fund. The expenditures include the full contribution to Downtown Mainstreet Inc. and Lee's Summit Chamber of Commerce. The FY18 Request includes funding for additional services to be provided by the LS Economic Development Council in an effort to enhance economic development opportunities. The fund balance at year end is projected to be 67.2% of total expenditures.



Packet Information

File #: TMP-0447, **Version:** 1

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

Issue/Request:

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

Key Issues:

The Lee's Summit Chamber of Commerce serves as a non-profit organization with the mission of supporting business and economic development in the Lee's Summit community.

Each year the City of Lee's Summit appropriates funding through a Public Service Agreement (PSA) with the Lee's Summit Chamber of Commerce for the purpose of the furthering the City's efforts to promote business development in the community, which in turn supports a healthy tax base that provides for City services.

Community Marketing: The Chamber is requesting \$157,500 in funding for community marketing initiatives. The FY18 contribution for community marketing initiatives will be paid from the City's general fund and is subject to approval by the Finance and Budget Committee and City Council. Previous funding levels for community marketing initiatives for FY15, FY16 and FY17 were \$126,000 each year. The requested funding is a 25% increase from previous funding levels. The PSA would be for a one year term with two automatic renewals and annual funding would be subject to annual appropriations by the City each fiscal year.

The purpose of the presentation is to seek CEDC input and feedback on the scope of services and requested level of funding. The funding request will then be incorporated into the overall City Budget process for consideration by the Finance and Budget Committee and ultimately City Council.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR MARKETING SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

On November 9, 2016, the Community and Economic Development Committee (CEDC) reviewed the draft scope of services for the Tourism program. The CEDC recommended approval of the draft scope of services as outlined in the draft Chamber of Commerce Public Service Agreements for Tourism and recommended that the Agreement be forwarded to the Finance and Budget Committee to be considered for inclusion in the City's FY18 Budget.

If the F&BC motion passes, the ordinance will be placed on the City Council agenda that coincides with the consideration of the FY18 Budget Ordinance.

Presenter: Nick Edwards, Director of Administration

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

Committee Recommendation: N/A

BILL NO. 17-

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

WHEREAS, Lee's Summit Chamber of Commerce, Inc. (the "Chamber") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; and

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

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to the Chamber as compensation for the performance of various tourism services to be provided to the City; and

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

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

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

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

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

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

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

BILL NO. 17-

PASSED by the City Council of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this ____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

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

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

WITNESSETH:

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

WHEREAS, The Lee's Summit Brand is the embodiment of how the City wants its audiences to feel about Lee's Summit. A strong brand personality allows Lee's Summit to present a clear, concise, relevant message; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate funds to the Chamber as compensation for the performance of services pursuant to this Agreement.

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

I. SCOPE OF SERVICES TO BE PROVIDED BY CHAMBER

A. Tourism Destination Marketing

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

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

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

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

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

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

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

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

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

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

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

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

B. Community Marketing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM AND TIME OF PERFORMANCE

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

III. COMPENSATION AND METHOD OF PAYMENT

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

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

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

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

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

V. SUBCONTRACTS

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

VI. NON-DISCRIMINATION PROVISIONS

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

VII. COMPLIANCE WITH THE LAW

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

VIII. CONFLICT OF INTEREST/POLITICAL ACTIVITY

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

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

IX. INDEPENDENT CONTRACTOR

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

X. INDEMNIFICATION

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

XI. CANCELLATION, TERMINATION OR SUSPENSION

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

XII. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to the Chamber shall be addressed to:

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

XIII. AMENDMENTS

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

XIV. SEVERABILITY

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

XV. ENTIRE AGREEMENT

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

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

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

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

Stephen A. Arbo, City Manager

Timothy P. Arbeiter, President

ATTEST:

ATTEST:

Denise R. Chisum, *City Clerk*

Secretary

Approved as to Form:

Office of the City Attorney

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

Packet Information

File #: TMP-0448, **Version:** 1

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

Issue/Request:

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

Key Issues:

Downtown Lee's Summit Main Street serves as a non-profit organization with the mission of supporting business and economic development in the Lee's Summit community.

Each year the City of Lee's Summit appropriates funding through a Public Service Agreement (PSA) with Downtown Lee's Summit Main Street for the purpose of the furthering the City's efforts to promote business development in downtown, which in turn supports a healthy tax base that provides for City services.

Downtown Lee's Summit Main Street Association (DLSMS) realizes that promotion and advertising of the City's historic downtown to the larger Kansas City metropolitan area and the midwest region is important for the community image and additional sales tax derived from visitors.

The proposed term of the agreement covers calendar years 2017 through 2020 and is subject to annual appropriation by the City Council. The 2017/2018 funding request is consistent with historical appropriation amounts from the Business and Industry Fund (B&I Fund) in the amount of \$60,000.

Proposed City Council Motion:

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

Background:

On February 8, 2017, the Community and Economic Development Committee (CEDC) reviewed the draft scope of services for the DLSMS PSA. The CEDC recommended approval of the draft scope of services and recommended that the Agreement be forwarded to the Finance and Budget Committee to be considered for inclusion in the City's FY18 Budget.

If the F&BC motion passes, the ordinance will be placed on the City Council agenda that coincides with the consideration of the FY18 Budget Ordinance.

Presenter: Nick Edwards, Director of Administration

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

Committee Recommendation: N/A

BILL NO. 17-

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

WHEREAS, Downtown Lee's Summit Main Street (hereinafter "DLSMS") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; and

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

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to DLSMS as compensation for the performance of various tourism marketing related services to be provided to the City; and

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

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

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

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

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

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

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

BILL NO. 17-

PASSED by the City Council of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

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

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

WITNESSETH:

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

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

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

I. SCOPE OF SERVICES

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

A. Organization

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

B. Marketing and Promotion

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

C. Design

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

D. Economic Enhancement

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

II. TERM AND TIME OF PERFORMANCE

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

III. COMPENSATION AND METHOD OF PAYMENT

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

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

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

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

V. SUBCONTRACTS

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

VI. REPRESENTATION ON BOARD

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

VII. NON-DISCRIMINATION PROVISIONS

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

VIII. COMPLIANCE WITH THE LAW

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

IX. CONFLICT OF INTERESTPOLITICAL ACTIVITY

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

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

X. INDEPENDENT CONTRACTOR

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

XI. INDEMNIFICATION

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

XII. CANCELLED, TERMINATION OR SUSPENSION

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

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

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

XIII. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to Main Street shall be addressed to:

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

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

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

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

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

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

Stephen A. Arbo, City Manager

President

ATTEST:

ATTEST:

Denise R. Chisum, *City Clerk*

Secretary

Approved as to Form

City Attorney's Office

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

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

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

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



LS DOWNTOWN

LEE'S SUMMIT MAIN STREET

WHAT IS MAIN STREET?

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



PUBLIC SERVICE AGREEMENT

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

ORGANIZATION

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



ORGANIZATION

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

ORGANIZATION

\$412,983.24

17,529 volunteer hours since 2014.



MARKETING AND PROMOTION

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



MARKETING AND PROMOTION

112

Days of Events

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

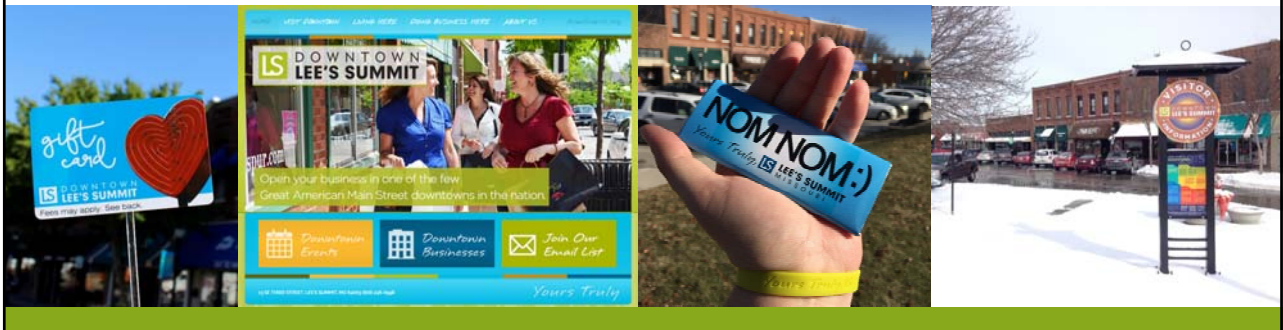
MARKETING AND PROMOTION

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



MARKETING AND PROMOTION

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



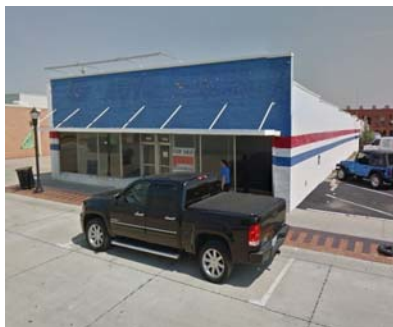
DESIGN

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

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

DESIGN

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



DESIGN

- New streetscape banners
- Outdoor Kiosks
- Historic Preservation Month



ECONOMIC ENHANCEMENT

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

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

ECONOMIC ENHANCEMENT

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

ECONOMIC ENHANCEMENT

SINCE 2014:

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



PUBLIC SERVICE AGREEMENT RENEWAL

\$60,000 a year for three years

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



THANK YOU FOR
YOUR
CONSIDERATION.

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

BUSINESS AND INDUSTRY FUND

YEAR BEGINNING JULY 1, 2018

	FY 2011 <u>ACTUAL</u>	FY 2012 <u>ACTUAL</u>	FY 2013 <u>ACTUAL</u>	FY 2014 <u>ACTUAL</u>	FY 2015 <u>ACTUAL</u>	FY 2016 <u>ACTUALS</u>	FY 2017 <u>BUDGET</u>	FY 2017 <u>ACTUAL YTD</u>	FY 2018 <u>BUDGET</u>
REVENUES:									
Business & Industry Tax (Hotel)	\$ 334,472	\$ 297,045	\$ 310,884	\$ 342,603	\$ 401,460	\$ 440,886	\$ 376,473	\$ 324,778	\$ 394,372
Penalty/Interest	0	91	0	60	6,545	2,255	0	124	1,000
Transfers	62,220	62,220	62,220	62,200	14,200	14,200	0	0	0
Contributions									
Interest	176	273	246	66	62	1,621	1,000	(289)	(39)
Total Revenues	\$ 396,868	\$ 359,629	\$ 373,350	\$ 404,929	\$ 422,267	\$ 458,962	\$ 377,473	\$ 324,613	\$ 395,333
EXPENDITURES:									
Administrative Fees	\$ 6,690	\$ 6,293	\$ 6,267	\$ 6,297	\$ 6,297	\$ 8,818	\$ 6,297	\$ 6,297	\$ 6,297
Payment Discount	5,898	6,221	6,194	6,792	7,450	8,370	6,204	6,204	6,204
Interest Expense	13	0	0	0	391	0	0	0	0
Transfer									
Contributions									
Downtown Mainstreet Inc (DLSMS)	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Downtown Mainstreet Inc: Downtown Masterplan	0	0	0	0	0	0	0	0	0
LS Economic Development Council	250,916	250,911	250,911	250,911	217,968	217,968	250,911	250,911	275,500
LS Chamber of Commerce	40,780	50,700	50,700	50,700	51,043	51,043	51,043	51,043	51,043
Arts Commission									
Historic Preservation Grant									
Community Branding									
Total Expenditures	\$ 364,297	\$ 374,125	\$ 374,072	\$ 374,700	\$ 343,149	\$ 346,199	\$ 374,455	\$ 374,455	\$ 399,044
Excess of Revenues Over (Under) Expenditures	32,571	(14,496)	(722)	30,229	79,118	112,763	3,018	(49,842)	(3,711)
Fund Balance, Beginning of Year	\$ 29,322	\$ 61,893	\$ 47,397	\$ 46,675	\$ 76,904	\$ 156,022	\$ 268,785	\$ 271,803	\$ 271,803
Fund Balance	\$ 61,893	\$ 47,397	\$ 46,675	\$ 76,904	\$ 156,022	\$ 268,785	\$ 271,803	\$ 221,961	\$ 268,092
% of Total Expenditures to Ending Fund Balance	17.0%	12.7%	12.5%	20.5%	45.5%	77.6%	72.6%	59.3%	67.2%

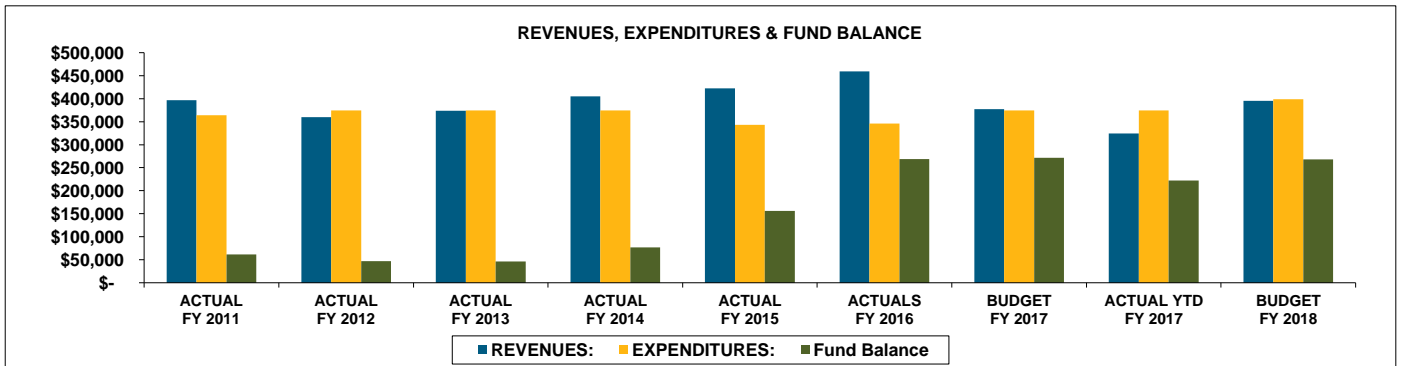
The Business and Industry Tax fund was created to account for the license tax on certain gross receipts of hotels, motels and similar places of business, in an amount equal to 5% of gross daily rental receipts derived from transient guests for sleeping accommodations. The proceeds are used to promote the general economic welfare of the City including attraction and retention of business and industry to the community and the promotion and provision of facilities for tourism, conventions, and visitors. Businesses are allowed to deduct 2% processing fee if their tax is remitted before the 20th of the month. The 5 hotel/motels in the City have a total of 352 rooms with an average occupancy rate of 65.5% for fiscal years 2015, 2016, and 2017YTD.

Average Occupancy Rate:

- FY13 - 54.7%
- FY14 - 57.8%
- FY15 - 61.5%
- FY16 - 68.3%
- FY17 - 66.5% (YTD)

Revenues: FY18 hotel/motel tax estimate is a 3-year average of FY2014-2016. Revenue projections are based on the fundamentals of fund sources as seasonality and large one-time payments can inject unpredictability into the revenues. Since FY11, the City's General Fund transferred funds to the Business and Industry Fund to prevent a negative fund balance. That transfer was discontinued in FY17.

Expenditures: FY18 assumes the Business & Industry tax will fully support the expenditures and administration of the fund. The expenditures include the full contribution to Downtown Mainstreet Inc. and Lee's Summit Chamber of Commerce. The FY18 Request includes funding for additional services to be provided by the LS Economic Development Council in an effort to enhance economic development opportunities. The fund balance at year end is projected to be 67.2% of total expenditures.



Packet Information

File #: TMP-0449, **Version:** 1

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

Issue/Request:

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

Key Issues:

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

The proposed term of the agreement covers calendar years 2017 through 2020 and is subject to annual appropriation by the City Council. The 2017/2018 funding request is an increase of approximately \$25k, or 10%, above historical annual funding amounts of \$250,911.

With this increase, the B&I Fund is expected to have expenses in excess of revenues creating a small deficit of approximately \$4k. However, the B&I Fund has a reserve balance sufficient to absorb the increase in funding. Without additional revenue growth, future funding requests will need to be carefully reviewed to ensure the sustainability of financial resources.

Proposed City Council Motion:

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

Background:

On February 8, 2017, the Community and Economic Development Committee (CEDC) reviewed the draft scope of services for the LSEDC PSA. The CEDC recommended approval of the draft scope of services and recommended that the Agreement be forwarded to the Finance and Budget Committee to be considered for

File #: TMP-0449, **Version:** 1

inclusion in the City's FY18 Budget.

If the F&BC motion passes, the ordinance will be placed on the City Council agenda that coincides with the consideration of the FY18 Budget Ordinance.

Presenter: Nick Edwards, Director of Administration

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

Committee Recommendation: N/A

BILL NO. 17-

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

WHEREAS, Lee's Summit Economic Development Council (the "EDC") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; and

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

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to the EDC as compensation for the performance of various tourism marketing related services to be provided to the City; and

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

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

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

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

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

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

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

BILL NO. 17-

PASSED by the City Council of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TIME OF PERFORMANCE

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

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

III. PERFORMANCE MEASURES.

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

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

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

IV. COMPENSATION AND METHOD OF PAYMENT

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

V. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

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

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

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

VI. SUBCONTRACTS

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

VII. REPRESENTATION ON BOARD

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

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

VIII. NON-DISCRIMINATION PROVISIONS

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

IX. COMPLIANCE WITH THE LAW

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

X. CONFLICT OF INTEREST/ POLITICAL ACTIVITY

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

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

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

XI. INDEPENDENT CONTRACTOR

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

XII. CANCELLATION, TERMINATION OR SUSPENSION

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

XIII. NOTICE

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

Notice to the City shall be addressed to:

City Manager City of Lee's Summit

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

Notice to the EDC shall be addressed to:

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

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

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

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

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

Stephen A. Arbo, City Manager

Chair of the Board of Directors

ATTEST:

ATTEST:

Denise R. Chisum, *City Clerk*

Secretary

Approved as to Form:

Office of the City Attorney

LSEDC Funding FY2017

I. Current PSA

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

1. First payment July 2017

II. Overhead Expenses

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

III. Initiatives:

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

BUSINESS AND INDUSTRY FUND

YEAR BEGINNING JULY 1, 2018

	FY 2011 <u>ACTUAL</u>	FY 2012 <u>ACTUAL</u>	FY 2013 <u>ACTUAL</u>	FY 2014 <u>ACTUAL</u>	FY 2015 <u>ACTUAL</u>	FY 2016 <u>ACTUALS</u>	FY 2017 <u>BUDGET</u>	FY 2017 <u>ACTUAL YTD</u>	FY 2018 <u>BUDGET</u>
REVENUES:									
Business & Industry Tax (Hotel)	\$ 334,472	\$ 297,045	\$ 310,884	\$ 342,603	\$ 401,460	\$ 440,886	\$ 376,473	\$ 324,778	\$ 394,372
Penalty/Interest	0	91	0	60	6,545	2,255	0	124	1,000
Transfers	62,220	62,220	62,220	62,200	14,200	14,200	0	0	0
Contributions									
Interest	176	273	246	66	62	1,621	1,000	(289)	(39)
Total Revenues	\$ 396,868	\$ 359,629	\$ 373,350	\$ 404,929	\$ 422,267	\$ 458,962	\$ 377,473	\$ 324,613	\$ 395,333
EXPENDITURES:									
Administrative Fees	\$ 6,690	\$ 6,293	\$ 6,267	\$ 6,297	\$ 6,297	\$ 8,818	\$ 6,297	\$ 6,297	\$ 6,297
Payment Discount	5,898	6,221	6,194	6,792	7,450	8,370	6,204	6,204	6,204
Interest Expense	13	0	0	0	391	0	0	0	0
Transfer									
Contributions									
Downtown Mainstreet Inc (DLSMS)	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Downtown Mainstreet Inc: Downtown Masterplan	0	0	0	0	0	0	0	0	0
LS Economic Development Council	250,916	250,911	250,911	250,911	217,968	217,968	250,911	250,911	275,500
LS Chamber of Commerce	40,780	50,700	50,700	50,700	51,043	51,043	51,043	51,043	51,043
Arts Commission									
Historic Preservation Grant									
Community Branding									
Total Expenditures	\$ 364,297	\$ 374,125	\$ 374,072	\$ 374,700	\$ 343,149	\$ 346,199	\$ 374,455	\$ 374,455	\$ 399,044
Excess of Revenues Over (Under) Expenditures	32,571	(14,496)	(722)	30,229	79,118	112,763	3,018	(49,842)	(3,711)
Fund Balance, Beginning of Year	\$ 29,322	\$ 61,893	\$ 47,397	\$ 46,675	\$ 76,904	\$ 156,022	\$ 268,785	\$ 271,803	\$ 271,803
Fund Balance	\$ 61,893	\$ 47,397	\$ 46,675	\$ 76,904	\$ 156,022	\$ 268,785	\$ 271,803	\$ 221,961	\$ 268,092
% of Total Expenditures to Ending Fund Balance	17.0%	12.7%	12.5%	20.5%	45.5%	77.6%	72.6%	59.3%	67.2%

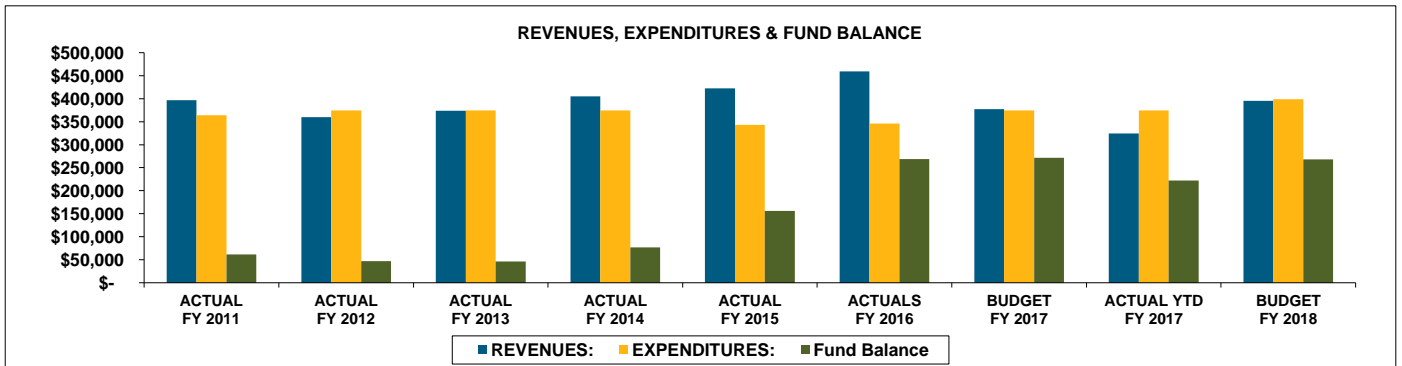
The Business and Industry Tax fund was created to account for the license tax on certain gross receipts of hotels, motels and similar places of business, in an amount equal to 5% of gross daily rental receipts derived from transient guests for sleeping accommodations. The proceeds are used to promote the general economic welfare of the City including attraction and retention of business and industry to the community and the promotion and provision of facilities for tourism, conventions, and visitors. Businesses are allowed to deduct 2% processing fee if their tax is remitted before the 20th of the month. The 5 hotel/motels in the City have a total of 352 rooms with an average occupancy rate of 65.5% for fiscal years 2015, 2016, and 2017YTD.

Average Occupancy Rate:

- FY13 - 54.7%
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- FY16 - 68.3%
- FY17 - 66.5% (YTD)

Revenues: FY18 hotel/motel tax estimate is a 3-year average of FY2014-2016. Revenue projections are based on the fundamentals of fund sources as seasonality and large one-time payments can inject unpredictability into the revenues. Since FY11, the City's General Fund transferred funds to the Business and Industry Fund to prevent a negative fund balance. That transfer was discontinued in FY17.

Expenditures: FY18 assumes the Business & Industry tax will fully support the expenditures and administration of the fund. The expenditures include the full contribution to Downtown Mainstreet Inc. and Lee's Summit Chamber of Commerce. The FY18 Request includes funding for additional services to be provided by the LS Economic Development Council in an effort to enhance economic development opportunities. The fund balance at year end is projected to be 67.2% of total expenditures.



Packet Information

File #: TMP-0458, **Version:** 1

AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

- Each year, the Lee's Summit Parks and Recreation Department (hereinafter "LSPR") hosts a bike ride entitled Tour de Lakes.
- The ride utilizes various facilities throughout the community for ride staging, parking, refreshments, etc.
- LSPR routinely utilizes the parking facilities at Longview Community College's Recreation Center and Cultural Arts Center for the ride.
- The 2017 event will take place on June 25, 2017. The total cost to LSPR for the use of Longview Community College's parking lots for this event is \$320.00.
- Because the City and the Junior College District of Metropolitan Kansas City, Missouri, of which Longview Community College is a part, are both political subdivisions of the State of Missouri, any and all agreements between the parties, including facility use agreements, are considered intergovernmental agreements which require approval by the City Council in order for the Mayor to execute.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

[Enter text here]

File #: TMP-0458, **Version:** 1

Impact/Analysis:

[Enter text here]

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Joe Snook, Interim Administrator of Parks and Recreation

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-

AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF A PARKING FACILITY FOR THE 2017 TOUR DE LAKES BIKE RIDE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit is a constitutional charter City, organized and existing under the laws of the State of Missouri (hereinafter "City"); and,

WHEREAS, the Junior College District of Metropolitan Kansas City, Missouri (a/k/a Metropolitan Community College) is a governmental entity organized and existing under the laws of the State of Missouri (hereinafter "Longview"); and,

WHEREAS, the Lee's Summit Parks and Recreation Department (hereinafter "LSPR") regularly partners with Longview with regard to facility use and other programming; and,

WHEREAS, LSPR annually hosts a Tour de Lakes bike ride which includes touring the many lakes in the City, including Longview Lake; and,

WHEREAS, LSPR routinely utilizes parking facilities of Longview in order to provide accommodations for the ride; and,

WHEREAS, LSPR again wishes to utilize parking facilities at Longview on June 25, 2017 for this year's Tour de Lakes Bike Ride, and Longview wishes to provide said facilities to LSPR for the same use; and,

WHEREAS, the parties have negotiated the terms and conditions of said use and have memorialized the same in the Facility Use Agreement, attached hereto as Exhibit A and incorporated herein as though fully set forth, and the parties desire to execute this Agreement in order to formalize the same.

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

SECTION 1. That the Facility Use Agreement by and between the City of Lee's Summit, Missouri and the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College for LSPR's use of certain Longview parking facilities for the Tour de Lakes Bike Ride, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

BILL NO. 17-

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

PARKING FACILITY USE AGREEMENT

This Facility Use Agreement (Agreement) is made by and between the Junior College District of Metropolitan Kansas City, Missouri aka Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, whose principal office is located at 3200 Broadway, Kansas City, Missouri 64111, and City of Lee's Summit, Missouri on behalf of its Parks & Recreation (Lessee), whose principal office is located at 901 Blue Stem Drive, Lee's Summit, Missouri 64086.

For good and valuable consideration as described herein, the parties hereto agree as follows:

1. Use and Condition of Premises. MCC agrees to grant to Lessee the use of the Recreation Center and Cultural Arts Center parking facilities located at MCC-Longview, located at 500 SW Longview Road, Lee's Summit, MO, 64081-2105 (Premises), for the sole purpose and use of parking specifically for its Tour De Lakes Bike Ride (Event), with the understanding and agreement that the parking facilities hold a maximum of 700 vehicles and the access and use granted hereunder shall not be absolute. Lessee shall not use the Premises for any other purpose nor shall it use any other part of the Premises other than as stated hereunder. Lessee accepts the Premises in present condition and agrees to keep and maintain the same in as good condition as at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this Agreement. MCC shall not permit alcoholic drinks to be sold or provided on the Premises under any circumstances.

2. Termination. Either party may terminate this agreement upon fifteen (15) days written notice. If the Premises shall be destroyed or so damaged by fire or other unavoidable casualty whereby the use of the Premises is impracticable, this Agreement shall automatically terminate and fees are payable only for actual use and/or supplies or services purchased prior to such casualty.

3. Schedule. MCC shall grant Lessee use of the Premises on Saturday, June 25, 2017. Such use of Premises excludes holidays, inclement weather closings, closures due to emergencies, or for any reason that use of the Premises is impracticable.

4. Minors. Each party acknowledges that if the Event activities involve minors, each party agrees to inform the other party if they have any knowledge of any injuries, or suspected abuse, or neglect of any minor Participant. Lessee will bear responsibility for reporting the same to the appropriate authorities, advise MCC that such a report was made, and provide verification of the same.

5. Fees. For and in consideration of the Use of the Premises and Equipment, Lessee shall pay MCC a total of \$320.00 for the services of one (1) MCC police officer to patrol the parking facilities during the Event. Lessee agrees to pay such amount to MCC upon execution of this Agreement. Payment shall be sent to MCC in the care of Ebony Bowman, Program Coordinator, at the address in Section 1.1 herein.

6. Liability Requirements.

6.1. Insurance. Lessee agrees to maintain the following insurance throughout the term of this Agreement: a) workers' compensation and employer's liability for its employees in amounts as required by Missouri law; b) automobile insurance, to include

uninsured and underinsured motorists, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and c) general liability in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall include students, participants, volunteers, property damage, and contractually assumed liability and name MCC as an additional insured. Upon the execution of this Agreement, Lessee agrees to provide MCC proof of insurance which shall include the stipulations hereunder and state that such coverage will not be cancelled without thirty (30) days written notice. Failure to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein.

6.2. Indemnification. Lessee shall indemnify, defend, and hold harmless MCC, its trustees, officers, employees, agents, and representatives against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including reasonable attorneys' fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring in connection with any action, inaction, or conduct committed by Lessee or by its officers, directors, employees, students, volunteers, agents, or representatives during the term of this Agreement.

6.3. No Waiver. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC under applicable Missouri governmental immunities law.

7. Notices. All communications relating to this Agreement shall be in writing and may be hand delivered, sent by overnight courier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested to the parties at the addresses first written above. Notice to MCC shall be sent to the attention of Kathy Walter-Mack, Chief of Staff to the Chancellor.

8. Lessee's Representations and Warranties.

8.1. No Solicitation. MCC does not permit on MCC's Premises the solicitation of products and/or services. Lessee acknowledges and agrees that solicitation is prohibited and warrants that Lessee shall not do any Solicitation.

8.2. Compliance with Laws. During the performance of its obligations under this Agreement, Lessee agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws, as well as the policies and procedures of MCC.

9. Non-Discrimination. Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **Lessee shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

10. No Debarment. Lessee represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

11. Powers and Authority. Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

12. No Agency. Nothing in this Agreement shall create an agency, partnership, or joint venture between MCC and Lessee.

13. Tobacco-Free Policy. Lessee agrees to strictly abide by MCC's tobacco-free policy, meaning all types of smoking and smokeless tobacco products are prohibited. At all times, MCC shall have the right to enforce such policy pursuant to the terms of this Agreement and under law.

14. Governing Law. This Agreement is governed by and constructed in accordance with the laws of the state of Missouri.

15. Severability. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

16. Waiver. Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.

17. Remedies. All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

18. Successors and Assignments. This Agreement shall not be assigned by either party without the prior written consent of the other party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

19. Force Majeure. Neither party shall be liable for damages or have the right to terminate the Agreement for any delay or default in performance if the delay or default is due to conditions or circumstances beyond its control; such conditions include, but are not limited to, acts of God, acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages, or any other cause beyond the reasonable control of the party obligated to perform and which cannot be overcome by reasonable diligence and without unusual expense.

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

21. Execution. This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Lessee as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

**Junior College District of Metropolitan
Kansas City, Missouri**

City of Lee's Summit, Missouri

By: _____

By: _____

Name: Dr. Kirk A. Nooks

Name: _____

Title: President, MCC Longview Campus

Title: _____

Date: _____

Date: _____

Packet Information

File #: TMP-0462, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Key Issues:

[Enter text here]

Proposed City Council Motion

I move to recommend to the City Council approval of **AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.**

Background:

The City of Lee's Summit, Missouri ("City") has requested funding from Jackson County, Missouri's ("County") Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education ("DARE") or similar anti-drug program.

Jackson County's COMBAT Drug Commission recommended and the Jackson County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds.

Jackson County will grant funding in the amount of Two Hundred Forty Four Thousand Seven Hundred Sixty Four Dollars (\$244,764.00), pursuant to the terms of the attached agreement, to the City to use towards expenses of the City's DARE or similar anti-drug program.

Impact/Analysis:

Jackson County will grant funding in the amount of Two Hundred Forty Four Thousand Seven Hundred Sixty Four Dollars (\$244,764.00) pursuant to the terms of this attached agreement that will provide funds for personnel and supplies for the Lee's Summit Police Department's DARE program.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Major Curt Mansell, Police Department

Recommendation: [Enter Recommendation Here]

Staff recommends approval of a AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2017 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

WHEREAS, the City of Lee's Summit, Missouri ("City") has requested funding from Jackson County, Missouri's ("County") Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education ("DARE") or similar anti-drug program, and;

WHEREAS, the County's COMBAT Drug Commission recommended and the County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds; and,

WHEREAS, County will grant funding in the amount of Two Hundred Forty Four Thousand Seven Hundred Sixty Four Dollars (\$244,764.00), pursuant to the terms of the attached agreement, to the City to use towards expenses of the City's DARE or similar anti-drug program; and,

WHEREAS, the City and County desire to enter into the attached 2017 COMBAT Drug Commission DARE Agreement in order for the City to acquire funds to be used towards costs of its DARE or similar anti-drug program.

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

SECTION 1. That the 2017 COMBAT Drug Commission DARE Agreement by and between the City of Lee's Summit, Missouri and Jackson County, Missouri, a true and accurate copy being attached hereto as Exhibit A and incorporated herein as though fully set forth, be and is hereby approved.

SECTION 2. That the Mayor is authorized to execute the 2017 COMBAT Drug Commission DARE Agreement by and between the City of Lee's Summit, Missouri and Jackson County, Missouri by and on behalf of the City.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____ 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____ 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Public Safety *Beth Murano*

Jackson County

COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
www.combatjack.org

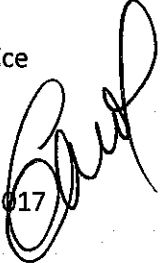
Stacey Daniels-Young, Ph.D.
Director
(816) 881-3510

Vincent M. Ortega
Deputy Director
(816) 881-3886

Drug Commissioners:

Gloria Fisher
Venessa Maxwell-Lopez
Gene Morgan
Marva Marguerite Moses
Keith Querry
Anita Russell
Joseph Spalitto, DDS
Lanna Ultican
James Witteman, Jr.

Fax:
(816) 881-1416

To: Chief of Police
From: Carol Lillis 
Date: March 10, 2017
RE: COMBAT DARE Contracts

Enclosed you will find three (3) copies of your city's COMBAT DARE contracts.
Please sign and notarize and return all 3 contracts to me:

Jackson County Courthouse
415 E 12th St., 9th Floor COMBAT
Kansas City, MO 64106
Attn: Carol Lillis

If you have any questions, please feel free to contact me at 816-881-1415

AGREEMENT
(2017 COMBAT Drug Commission DARE)

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **CITY OF LEE'S SUMMIT, MISSOURI, 200 SOUTHEAST GREEN, LEE'S SUMMIT, MO 64063**, hereinafter referred to as "the City" made and entered into this _____ day of _____, 2017.

WHEREAS, the City has requested funding from County's Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education (DARE) or similar anti-drug program; and,

WHEREAS, the County's COMBAT Drug Commission recommended and the County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds; and,

WHEREAS, this Agreement provides a suitable mechanism by which the designated County funds shall be disbursed to the City;

NOW THEREFORE it is agreed by and between the parties as follows:

1. The County agrees to pay to the City a total amount not to exceed **\$244,764.00**. Upon execution of this contract, an advance payment equal to one-half of the contract amount, totaling **\$122,382.00** will be submitted to the City. Prior to September 30, 2017, and upon receipt and approval of the previous DARE Semester Report, the final payment equal shall be made. This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.
2. The County agrees and acknowledges that the City shall use the proceeds of this Agreement, together with City funds and any federal or state grant funds which may have been awarded, to cover certain expenses of its DARE or similar anti-drug program, all as is more fully set out in the funding request and other documents attached hereto as Exhibits A.
3. The City agrees that all proceeds of this Agreement shall be subject to audit by the County's Legislative Auditor or such other auditor as the County may designate. Additionally, the City agrees to contract for the performance of a comprehensive audit in conformance with the Single Audit Act of 1984, and to forward two copies of the audit report to the COMBAT Drug Commission, one of which will be forwarded to the County's Department of Finance and Purchasing.
4. The City shall provide an annual program report at the end of each calendar year summarizing all activities of its DARE or similar anti-drug program to the

COMBAT Drug Commission containing such particulars as said Commission might specify.

5. If the City receives or obtains any media attention because of this project, the City is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration for the contract.
6. This Agreement shall be effective as of January 1, 2017, and extend through December 31, 2017, for expenses incurred during the same time period.
7. The City shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent allowable by law caused by the negligence or willful misconduct of the City or its employees, agents or representatives.
8. If the City shall default in the performance or observation of any term or condition herein, the County shall give the City ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after the City receives written notice thereof, the County may at its election terminate the Agreement and withhold any payments not yet made to the City. Said election shall not in any way limit the County's right to sue for breach of contract.
9. The City warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.
10. Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
11. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or the City may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the City

to the County within ten (10) days of the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2017.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
County Counselor

By: _____
Frank White, Jr.
County Executive

ATTEST:

CITY OF LEE'S SUMMIT, MISSOURI

Mary Jo Spino
Clerk of the County Legislature

By: _____
Title: _____
Date: _____

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$244,764.00**, which is hereby authorized.

Date

Chief Financial Officer
Account No.008-4403-56005

Exhibit B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **City of Lee's Summit, Missouri**, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **City of Lee's Summit, Missouri**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2017. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

Packet Information

File #: 2017-1063, **Version:** 2

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI

Issue/Request:

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI

Key Issues:

Authorize the issuance of \$15,638,000 of General Obligation Bonds to pay a portion of the costs of:
Public Safety Improvements (\$14,575,000)
Cultural Arts Improvements (\$63,000)

Proposed Committee Motion:

I move to recommend to City Council approval of a RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI

Background:

The voters authorized \$4,415,000 of general obligation bonds on November 5, 2002, for Public Safety Improvements. \$4,340,000 of the bonds authorized have previously been issued, leaving \$75,000 of authorized but unissued bonds.

The voters authorized \$2,898,000 of general obligation bonds on April 2, 2013, for Cultural Arts Improvements. \$2,835,000 of the bonds authorized have previously been issued, leaving \$63,000 of authorized but unissued bonds.

The voters authorized \$14,500,000 of general obligation bonds on November 8, 2016, for Public Safety Improvements. None of the bonds authorized at the November 8, 2016 election have been issued, leaving \$14,500,000 of authorized but unissued bonds.

Impact/Analysis:

The City has been making improvements to its Public Safety infrastructure and equipment through the use of General Obligation Bond financing. In 2002, the voters approved Public Safety improvements related to the Fire Department in the amount of \$4,415,000. The City used all but \$75,000 of the authorized amount to make Public Safety Improvements at that time. The voters have approved at the November 8, 2016 election an additional \$14,500,000 for Public Safety Improvements. The issuance of the \$14,575,000 of general obligation bonds for Public Safety at this time would allow the City to fully utilize all the authorized but unissued bond amount for Public Safety Improvements.

The voters at the April 2, 2013 election authorized \$2,898,000 of general obligation bonds to fund Cultural

Arts Improvements. \$2,835,000 of general obligation bonds were issued, which has left \$63,000 of authorized but unissued bonds at this time. The issuance of the \$63,000 of bonds for Cultural Arts Improvements to be issued at this time would allow the full utilization of the authority granted by the voters in 2013.

The interest rate environment for general obligation bonds remains favorable at this time, even though short term rates have risen slightly. It is expected that the rate of interest to be paid on the bonds would be consistent with what the City has paid on prior issues. The maturities of the general obligation bonds will be structured to allow additional general obligation bonds to be issued in due course.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Conrad E. Lamb, Director of Finance

Recommendation: Staff recommends approval and adoption of the Resolution.

Committee Recommendation:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City of Lee's Summit, Missouri (the "City"), on November 5, 2002 (the "2002 Election"), approved the issuance of \$4,415,000 of general obligation bonds for the purpose of making public safety improvements including constructing, furnishing and equipping a fire station and an animal control facility, acquiring a new fire truck, acquiring storm sirens to be located throughout the City, and acquiring any necessary land (the "2002 Public Safety Improvements"); and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City of Lee's Summit, Missouri (the "City"), on April 2, 2013 (the "2013 Election"), approved the issuance of \$2,898,000 of general obligation bonds for the purpose of constructing and rehabilitating public improvements for cultural arts, including improvements to the Legacy Park Amphitheater, rehabilitating the historic downtown post office/city hall building, and creating a downtown outdoor performance and festival space (the "Cultural Arts Improvements"); and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City of Lee's Summit, Missouri (the "City"), on November 8, 2016 (the "2016 Election"), approved the issuance of \$14,500,000 of general obligation bonds for the purpose of making public safety improvements including (a) the acquisition and installation of new emergency services radio equipment and related infrastructure (with interconnection for public safety and other operations of the City), (b) the acquisition, construction, furnishing and equipping of a new fire station to replace Fire Station No. 3, and, (c) the acquisition of fire equipment and apparatus, (the "2016 Public Safety Improvements"); and

WHEREAS, the City has previously issued:

- (a) \$4,340,000 of general obligation bonds for the purpose of paying the cost of a portion of the 2002 Public Safety Improvements (leaving a balance of \$75,000 of authorized but unissued bonds for 2002 Public Safety Improvements), and
- (b) \$2,835,000 of general obligation bonds for the purpose of paying the cost of a portion of the Cultural Arts Improvements (leaving a balance of \$63,000 of authorized but unissued bonds for the Cultural Arts Improvements), and
- (c) None of the general obligation bonds for the 2016 Public Safety Improvements; and

WHEREAS, it is hereby found and determined that it is necessary for the City at this time to issue the following:

- (a) \$75,000 of general obligation bonds for the purpose of paying the cost of a portion of the 2002 Public Safety Improvements (leaving a balance of \$0 of authorized but unissued bonds for the 2002 Public Safety Improvements), and
- (a) \$63,000 of general obligation bonds for the purpose of paying the cost of a portion of the Cultural Arts Improvements (leaving a balance of \$0 of authorized but unissued bonds for the Cultural Arts Improvements), and

RESOLUTION NO.

(b) \$14,500,000 of general obligation bonds for the purpose of paying the cost of a portion of the 2016 Public Safety Improvements (leaving a balance of \$0 of authorized but unissued bonds for the 2016 Public Safety Improvements).

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

SECTION 1. The City is hereby authorized to offer at competitive public sale \$14,638,000 principal amount of General Obligation Bonds, Series 2017-A (the "Bonds"), to provide funds for paying the portion of the costs of the improvements referred to in the recitals to this Resolution, the Bonds to be described in the Notice of Bond Sale to be prepared by the Finance Director, Springsted, Incorporated (the "Financial Advisor"), Gilmore & Bell, P.C. (the "Bond Counsel") and other officials and representatives of the City.

SECTION 2. The Finance Director, Financial Advisor, Bond Counsel and other officials and representatives of the City are hereby authorized to cause to be prepared a Preliminary Official Statement and to distribute and use such document in connection with the public sale of the Bonds.

SECTION 3. Bids for the purchase of the Bonds shall be submitted upon the terms and conditions to be set forth in said Notice of Bond Sale and shall be delivered to the City Council at its meeting to be held on the date of such sale, at which meeting the City Council shall review such bids and shall award the sale of the Bonds or reject all bids for the Bonds.

SECTION 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the City are hereby authorized: (a) to approve the form of said Preliminary Official Statement; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

SECTION 5. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

SECTION 6. The Mayor, Finance Director, Financial Advisor, Bond Counsel and the other officials and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds.

SECTION 7. This Resolution shall be in full force and effect from and after its adoption.

RESOLUTION NO.

PASSED and ADOPTED by the City Council for the City of Lee's Summit, Missouri this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

Packet Information

File #: 2017-1055, **Version:** 1

PRESENTATION OF THE JANUARY AND FEBRUARY GENERAL FUND FINANCIAL DASHBOARDS

Issue/Request:

PRESENTATION OF THE JANUARY AND FEBRUARY GENERAL FUND FINANCIAL DASHBOARDS

Key Issues:

The FY17 Monthly Financial Report for January and February is the YTD budget performance of the General Fund as of February 28, 2017. Preliminary unaudited total revenues are \$49,961,021. This is \$881,567 (1.8%) over budgeted total revenue. Preliminary total expenditure for February YTD is \$43,474,041.

Background:

Revenue Details:

Sales Tax receipts are continuing to be solid. Total net sales tax receipts YTD is \$10,188,735, which is 2.7% above FY17 budgeted amounts and 5.0% ahead of FY16 YTD.

Franchise tax, in aggregate, is -2.96% below budget. All four franchise taxes are below projections, with Natural Gas (-10.8%) the greatest. Telephone (-2.6%), Electric (-1.2%), and Cable (-2.5%) are more modestly underperforming.

Licenses, Permits & Fees continue to be strong. Revenues totaling \$1,677,515 is 68.4% above budget and 60.2% ahead of this point last year.

Expenditure Details:

Total Expenditure of the General Fund through February 28, 2017 is \$43,474,041. Preliminary total expenditures are currently 1.3% under budgeted amounts.

Presenter: Jack Feldman, Administration Management Analyst

Recommendation: N/A

FY17 Monthly Financial Report - January

GENERAL FUND REVENUES FOR FY2017

Revenue Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Property Tax	\$18,028,791	\$17,470,954	\$557,837	3.2%	\$17,084,352	\$944,439	5.5%
Sales Tax	\$9,215,274	\$8,870,165	\$345,109	3.9%	\$8,836,083	\$379,191	4.3%
Franchise Tax:							
Natural Gas	\$849,478	\$962,635	(\$113,157)	-11.8%	\$809,501	\$39,977	4.9%
Telephone	\$1,579,851	\$1,611,000	(\$31,149)	-1.9%	\$1,721,908	(\$142,057)	-8.2%
Electric	\$4,730,158	\$4,756,588	(\$26,430)	-0.6%	\$4,660,713	\$69,445	1.5%
Cable TV	\$902,227	\$903,429	(\$1,202)	-0.1%	\$1,030,572	(\$128,345)	-12.5%
Motor Vehicle Taxes	\$2,140,941	\$1,980,413	\$160,528	8.1%	\$2,111,127	\$29,814	1.4%
Other Taxes	\$214,436	\$213,094	\$1,342	0.6%	\$211,223	\$3,213	1.5%
Fines & Forfeitures	\$720,226	\$901,354	(\$181,128)	-20.1%	\$805,715	(\$85,489)	-10.6%
Licenses, Permits & Fees	\$1,453,152	\$908,645	\$544,507	59.9%	\$941,006	\$512,146	54.4%
Intergovernment	\$597,437	\$518,768	\$78,669	15.2%	\$498,891	\$98,546	19.8%
Charges for Service	\$3,818,169	\$3,049,529	\$768,640	25.2%	\$2,531,653	\$1,286,516	50.8%
Investment Earnings	-\$16,140	\$38,624	(\$54,764)	-141.8%	\$41,558	(\$57,698)	-138.8%
Other	\$453,703	\$734,499	(\$280,796)	-38.2%	\$884,015	(\$430,312)	-48.7%
Transfers In	\$605,134	\$556,800	\$48,334	8.7%	\$593,607	\$11,527	1.9%
Total	\$45,292,837	\$43,476,497	\$1,816,340	4.2%	\$42,761,924	\$2,530,913	5.9%

GENERAL FUND EXPENDITURES FOR FY2017

Expenditure Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Personal Services	\$26,429,984	\$25,420,461	\$1,009,523	3.8%	\$24,752,970	\$1,677,014	6.8%
Supplies for Resale	\$147,315	\$217,500	(\$70,185)	-32.3%	\$125,958	\$21,357	17.0%
Other Supplies & Services	\$6,059,835	\$6,167,982	(\$108,147)	-1.8%	\$4,689,363	\$1,370,472	29.2%
Repairs & Maintenance	\$717,149	\$914,524	(\$197,375)	-21.6%	\$895,085	(\$177,936)	-19.9%
Utilities	\$879,908	\$1,036,649	(\$156,741)	-15.1%	\$794,244	\$85,664	10.8%
Fuels & Lubricants	\$101,368	\$329,089	(\$227,721)	-69.2%	\$235,500	(\$134,132)	-57.0%
Miscellaneous	\$36,052	\$197,265	(\$161,213)	-81.7%	\$31,038	\$5,014	16.2%
Interest	\$0	\$0	\$0	0.0%	\$318	(\$318)	-100.0%
Capital Outlay	\$19,319	\$675,000	(\$655,681)	-97.1%	\$0	\$19,319	0.0%
Interdepartment Charges	\$3,441,312	\$3,442,921	(\$1,609)	0.0%	\$3,196,156	\$245,156	7.7%
Transfers	\$568,210	\$351,169	\$217,041	61.8%	\$1,020,014	(\$451,804)	-44.3%
Total	\$38,400,452	\$38,752,560	(\$352,108)	-0.9%	\$35,740,646	\$2,659,806	7.4%

Revenue Over/Under Exp: \$6,892,385 \$4,723,937 \$7,021,278

*As of March 14, 2017

FY17 Monthly Financial Report - February

GENERAL FUND REVENUES FOR FY2017

Revenue Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Property Tax	\$19,492,445	\$19,341,788	\$150,657	0.8%	\$19,096,439	\$396,006	2.1%
Sales Tax	\$10,188,735	\$9,919,220	\$269,515	2.7%	\$9,705,675	\$483,060	5.0%
Franchise Tax:							
Natural Gas	\$1,195,403	\$1,339,523	(\$144,120)	-10.8%	\$1,146,406	\$48,997	4.3%
Telephone	\$1,783,932	\$1,831,464	(\$47,532)	-2.6%	\$1,951,158	(\$167,226)	-8.6%
Electric	\$5,227,308	\$5,290,761	(\$63,453)	-1.2%	\$5,191,108	\$36,200	0.7%
Cable TV	\$1,000,966	\$1,026,548	(\$25,582)	-2.5%	\$1,030,572	(\$29,606)	-2.9%
Motor Vehicle Taxes	\$2,447,504	\$2,246,297	\$201,207	9.0%	\$2,396,781	\$50,723	2.1%
Other Taxes	\$236,700	\$235,880	\$820	0.3%	\$234,506	\$2,194	0.9%
Fines & Forfeitures	\$814,684	\$1,072,545	(\$257,861)	-24.0%	\$938,351	(\$123,667)	-13.2%
Licenses, Permits & Fees	\$1,677,515	\$996,335	\$681,180	68.4%	\$1,046,850	\$630,665	60.2%
Intergovernment	\$642,822	\$562,121	\$80,701	14.4%	\$549,304	\$93,518	17.0%
Charges for Service	\$4,123,263	\$3,773,419	\$349,844	9.3%	\$3,046,832	\$1,076,431	35.3%
Investment Earnings	-\$16,140	\$45,196	(\$61,336)	-135.7%	\$56,260	(\$72,400)	-128.7%
Other	\$462,874	\$762,014	(\$299,140)	-39.3%	\$960,412	(\$497,538)	-51.8%
Transfers In	\$683,010	\$636,343	\$46,667	7.3%	\$680,789	\$2,221	0.3%
Total	\$49,961,021	\$49,079,454	\$881,567	1.8%	\$48,031,443	\$1,929,578	4.0%

GENERAL FUND EXPENDITURES FOR FY2017

Expenditure Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Personal Services	\$29,810,566	\$29,054,698	\$755,868	2.5%	\$28,023,287	\$1,787,279	6.4%
Supplies for Resale	\$152,169	\$221,000	(\$68,831)	-31.1%	\$135,569	\$16,600	12.2%
Other Supplies & Services	\$6,537,758	\$6,985,116	(\$447,358)	-6.4%	\$5,085,963	\$1,451,795	28.5%
Repairs & Maintenance	\$782,692	\$995,541	(\$212,849)	-21.4%	\$1,004,284	(\$221,592)	-22.1%
Utilities	\$986,657	\$1,180,980	(\$194,323)	-16.5%	\$940,345	\$46,312	4.9%
Fuels & Lubricants	\$101,772	\$376,102	(\$274,330)	-72.9%	\$254,897	(\$153,125)	-60.1%
Miscellaneous	\$38,383	\$225,160	(\$186,777)	-83.0%	\$32,059	\$6,324	19.7%
Interest	\$0	\$0	\$0	0.0%	\$318	(\$318)	-100.0%
Capital Outlay	\$562,671	\$675,000	(\$112,329)	-16.6%	\$0	\$562,671	0.0%
Interdepartment Charges	\$3,933,163	\$3,934,215	(\$1,052)	0.0%	\$3,652,750	\$280,413	7.7%
Transfers	\$568,210	\$394,577	\$173,633	44.0%	\$1,020,014	(\$451,804)	-44.3%
Total	\$43,474,041	\$44,042,389	(\$568,348)	-1.3%	\$40,149,486	\$3,324,555	8.3%

Revenue Over/Under Exp: \$6,486,980 \$5,037,065 \$7,881,957

*As of March 14, 2017

Packet Information

File #: 2017-1070, **Version:** 1

PRESENTATION OF THE FISCAL YEAR 2017-2018 GENERAL FUND REVENUE ESTIMATES

Issue/Request:

PRESENTATION OF THE FISCAL YEAR 2017-2018 GENERAL FUND REVENUE ESTIMATES

Key Issues:

As part of the fiscal year 2017-2018 budget process, staff prepares revenue estimates for the Finance and Budget Committee to review. This presentation includes an estimate of total revenue that is expected to be available to fund city services. For FY18, the total General Fund revenue estimate is \$68,501,591. This represents an 7.86% increase over FY17 Budget and 3.25% increase over FY17 YE Projections.

Background:

Property Tax

Total estimated revenue is \$20,508,192 (+6.03% FY17 Budget; +2.52% FY17 Proj). These estimates were delivered by analyzing the CY16 and CY17 assessed value notices as provided by Jackson and Cass Counties. An increase in replacement tax is anticipated as an increase in commercial assessed value has been observed. Variation in PILOT payments received is as a result of business personal property investment and depreciation.

Sales Tax

Gross sales tax receipts are estimated to be \$16,825,437 (+6.18% FY17 Budget; +2.32% FY17 Proj). Economic Activity Taxes (EATs) are sales tax redirected to Special Allocation Funds for Tax Increment Financing projects. These have been estimated lower for FY18 as Chapel Ridge TIF will be terminated in FY17 Q4.

Licenses, Permits, and Fees

Due to years of sustained levels of development activity in the city, we have estimated the total revenue from licenses, permits, and fees to be \$2,411,880, which represents a 35% increase over FY17 Budget. Over the last three fiscal years, we have seen consistent outperformance of budgeted figures in this area.

Charges for Service

On March 16, City Council approved the FY18 Schedule of Fees document. Enshrined in the schedule are the new Ambulance Fees, as recommended by Ordinance 7815. The resulting total revenue estimate for Charges for Service is \$7,531,104, an increase of 42% over FY17 Budget and 25% increase over projections.

Presenter: Jack Feldman, Administration Management Analyst

Recommendation: N/A

File #: 2017-1070, Version: 1

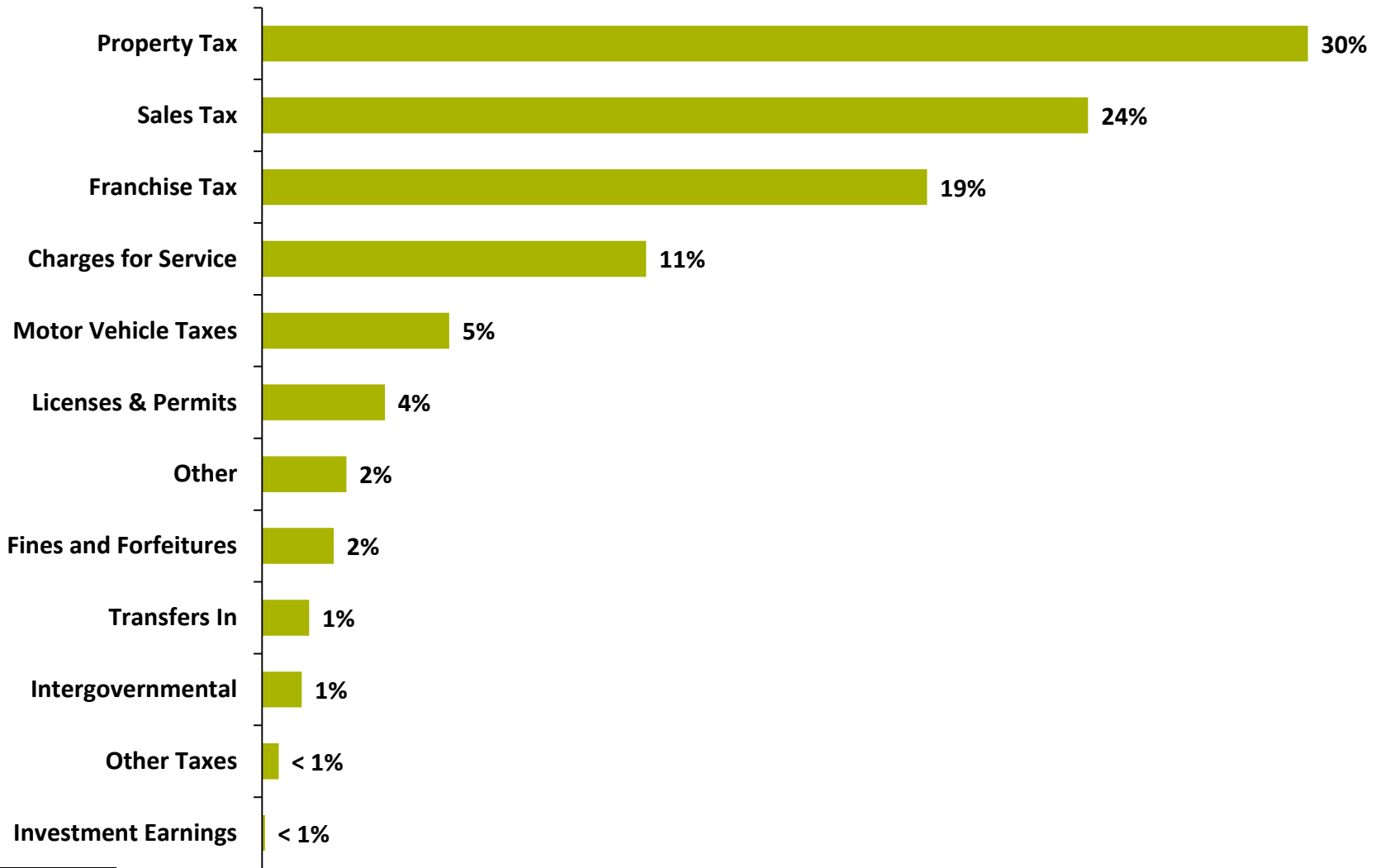
Committee Recommendation: N/A

FY18 General Fund Revenue Estimates

Finance & Budget Committee

April 3, 2017

Overview of Major Revenues



Budget Estimate Considerations

- Population growth
- Data trends
- Changes in price or Schedule of Fees
- Changes in legislation
- Micro/macroeconomic trends
- New development

FY18 Revenue Estimates

	FY17	FY17	FY18	Change from FY17 Budget		Change from FY17 Proj	
	Budget	Projected	Request	\$	%	\$	%
Property Tax	19,341,788	20,004,833	20,508,192	1,166,404	6.03%	503,359	2.52%
Sales Tax	15,136,358	15,580,746	16,197,424	1,061,066	7.01%	616,678	3.96%
Franchise Tax	13,524,887	13,309,633	13,037,427	-487,460	-3.60%	-272,206	-2.05%
Motor Vehicle Taxes	3,364,508	3,559,941	3,671,162	306,654	9.11%	111,221	3.12%
Other Taxes	332,640	330,798	324,597	-8,043	-2.42%	-6,201	-1.87%
Fines and Forfeitures	1,412,986	1,372,331	1,405,838	-7,148	-0.51%	33,507	2.44%
Licenses & Permits	1,786,379	2,706,610	2,411,880	625,501	35.02%	-294,730	-10.89%
Intergovernmental	826,253	898,990	778,007	-48,246	-5.84%	-120,983	-13.46%
Charges for Service	5,271,476	6,025,244	7,531,104	2,259,628	42.87%	1,505,860	24.99%
Investment Earnings	64,103	45,057	56,845	-7,258	-11.32%	11,788	26.16%
Other	1,494,400	1,559,400	1,654,600	160,200	10.72%	95,200	6.10%
Transfers In	954,515	954,515	924,515	-30,000	-3.14%	-30,000	-3.14%
Total Revenue	63,510,293	66,348,100	68,501,591	4,991,298	7.86%	2,153,491	3.25%



Property Tax

	2016	2017	2017	2018	Change from FY17 Budget		Change from FY17 Proj	
	Actuals	Budget	Projected	Request	\$	%	\$	%
Property Taxes- Jackson County	15,247,123	15,457,415	15,829,683	16,176,233	718,818	4.65%	346,550	2.19%
Property Taxes- Cass County	428,559	421,209	447,665	467,956	46,747	11.10%	20,291	4.53%
RR Taxes- Jackson County	409,475	353,452	371,800	410,510	57,058	16.14%	38,710	10.41%
RR Taxes- Cass County	10,937	10,804	10,879	10,879	75	0.69%	0	0.00%
Replacement Tax	1,599,995	1,517,382	1,517,382	1,652,146	134,764	8.88%	134,764	8.88%
Payment in Lieu of Taxes	1,453,631	1,581,526	1,827,424	1,790,468	208,942	13.21%	-36,956	-2.02%
Total	19,149,720	19,341,788	20,004,833	20,508,192	1,166,404	6.03%	503,359	2.52%

Considerations:

- Actual property tax assessments from CY2016
- Preliminary Jackson County assessment for CY2017
- Anticipated levy decrease for CY2017
- Increase in Commercial Assessed Value; Replacement Tax

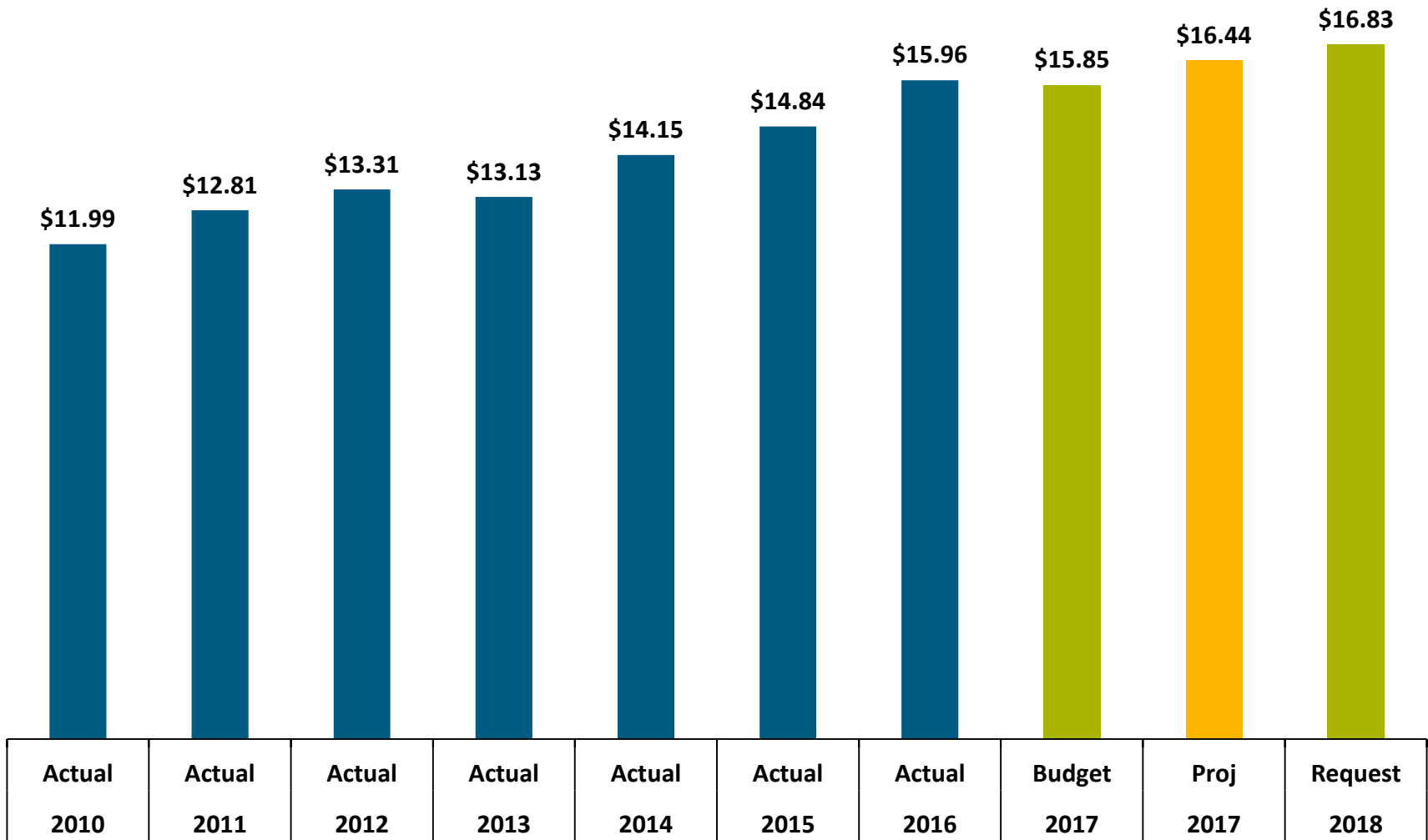
Sales Tax

	2016	2017	2017	2018	Change from Budget		Change from Proj	
	Actual	Budget	Proj	Request	\$	%	\$	%
Sales Tax	15,963,046	15,846,744	16,444,002	16,825,437	978,693	6.18%	381,435	2.32%
EATs	-846,299	-710,386	-863,256	-628,013	82,373	11.60%	235,243	27.25%
Total	15,116,747	15,136,358	15,580,746	16,197,424	1,061,066	7.01%	616,678	3.96%

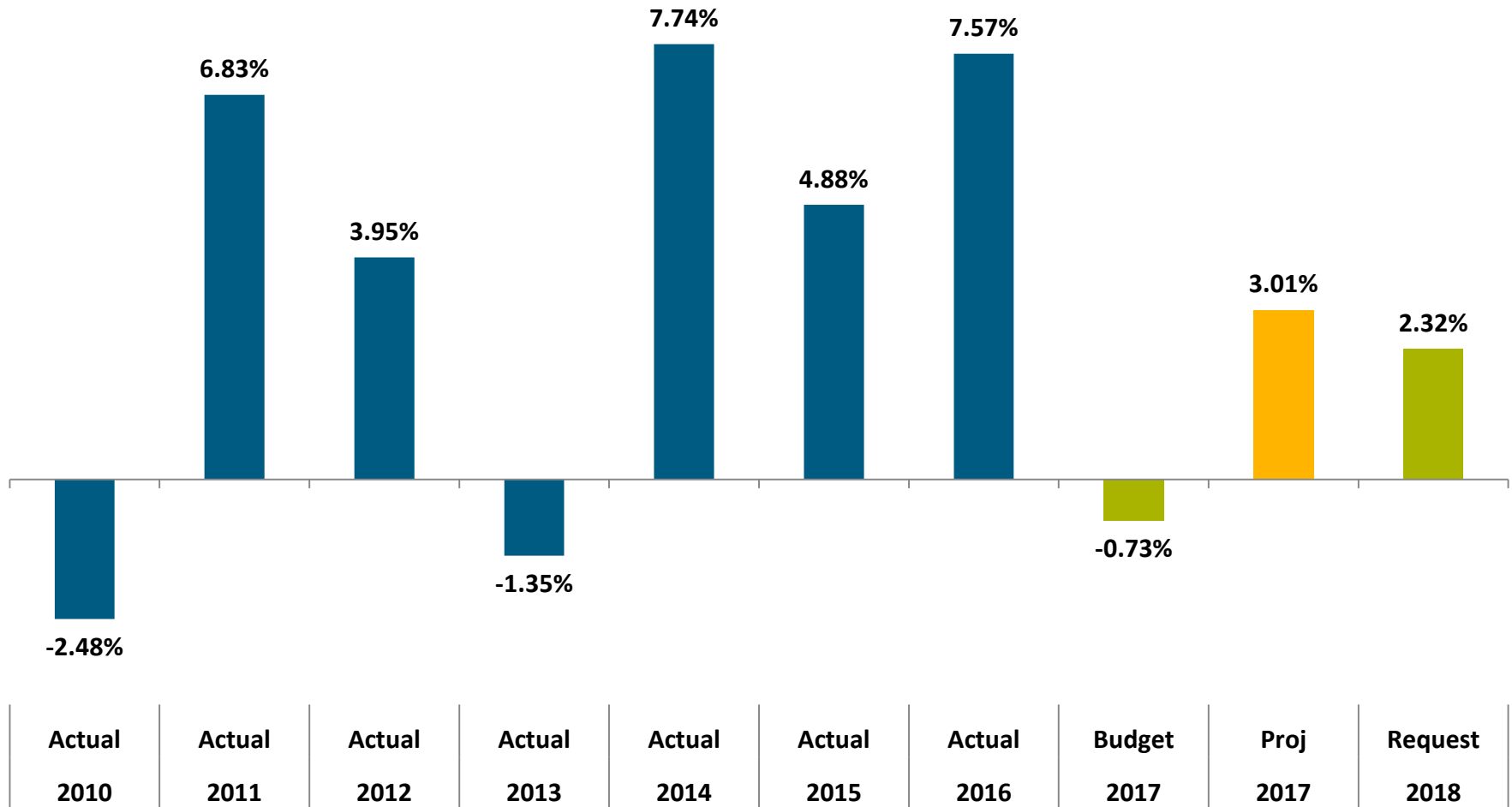
Considerations:

- Assumes 3% growth over YTD and FY2017 Projections
- Additional multi-family and SFR development contributing to growth
- New big box opened Q4 FY2017
- Termination of Chapel Ridge TIF in FY2017
- New Longview generating additional EATs in FY2018

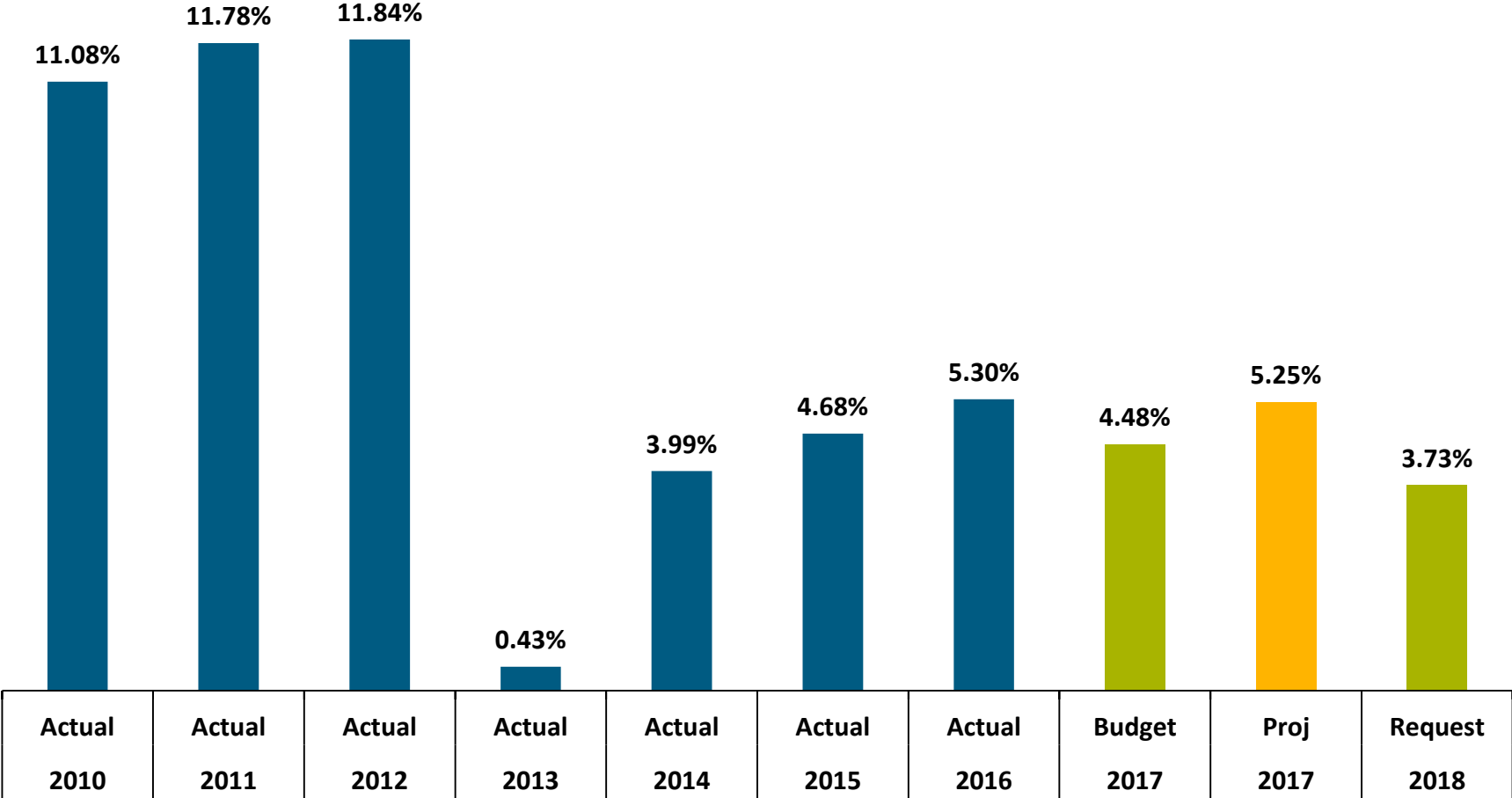
Gross Sales Tax (in \$millions)



Gross Sales Tax Annual Growth (%)



EATs as a Share of Sales Tax (%)



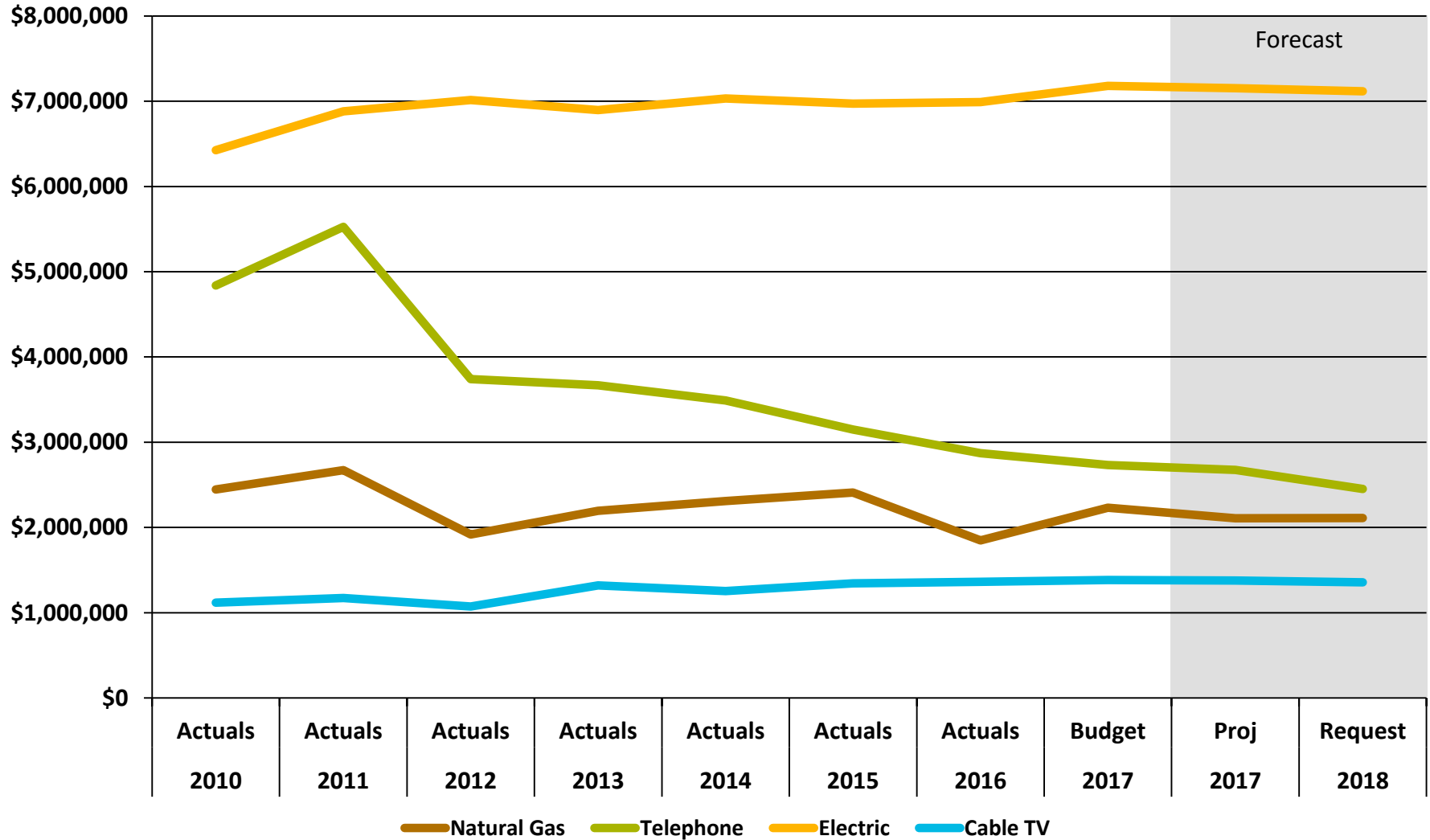
Franchise Tax

	2016	2017	2017	2018	Change from Budget		Change from Proj	
	Actuals	Budget	Proj	Request	\$	%	\$	%
Natural Gas	1,846,687	2,231,422	2,106,700	2,111,130	-120,292	-5.39%	4,430	0.21%
Telephone	2,870,126	2,731,898	2,673,771	2,452,864	-279,034	-10.21%	-220,907	-8.26%
Electric	6,989,610	7,179,755	7,153,326	7,116,302	-63,453	-0.88%	-37,024	-0.52%
Cable TV	1,362,055	1,381,812	1,375,836	1,357,131	-24,681	-1.79%	-18,705	-1.36%
Total	13,068,478	13,524,887	13,309,633	13,037,427	-487,460	-3.60%	-272,206	-2.05%

Considerations:

- Natural Gas: 3-year average, assumes no price changes or changes in demand
- Telephone: 8% decrease from FY17 Projections and Actuals YTD
- Electric: 3-year average
- Cable: 2-year average

Annual Franchise Tax Receipts (\$)



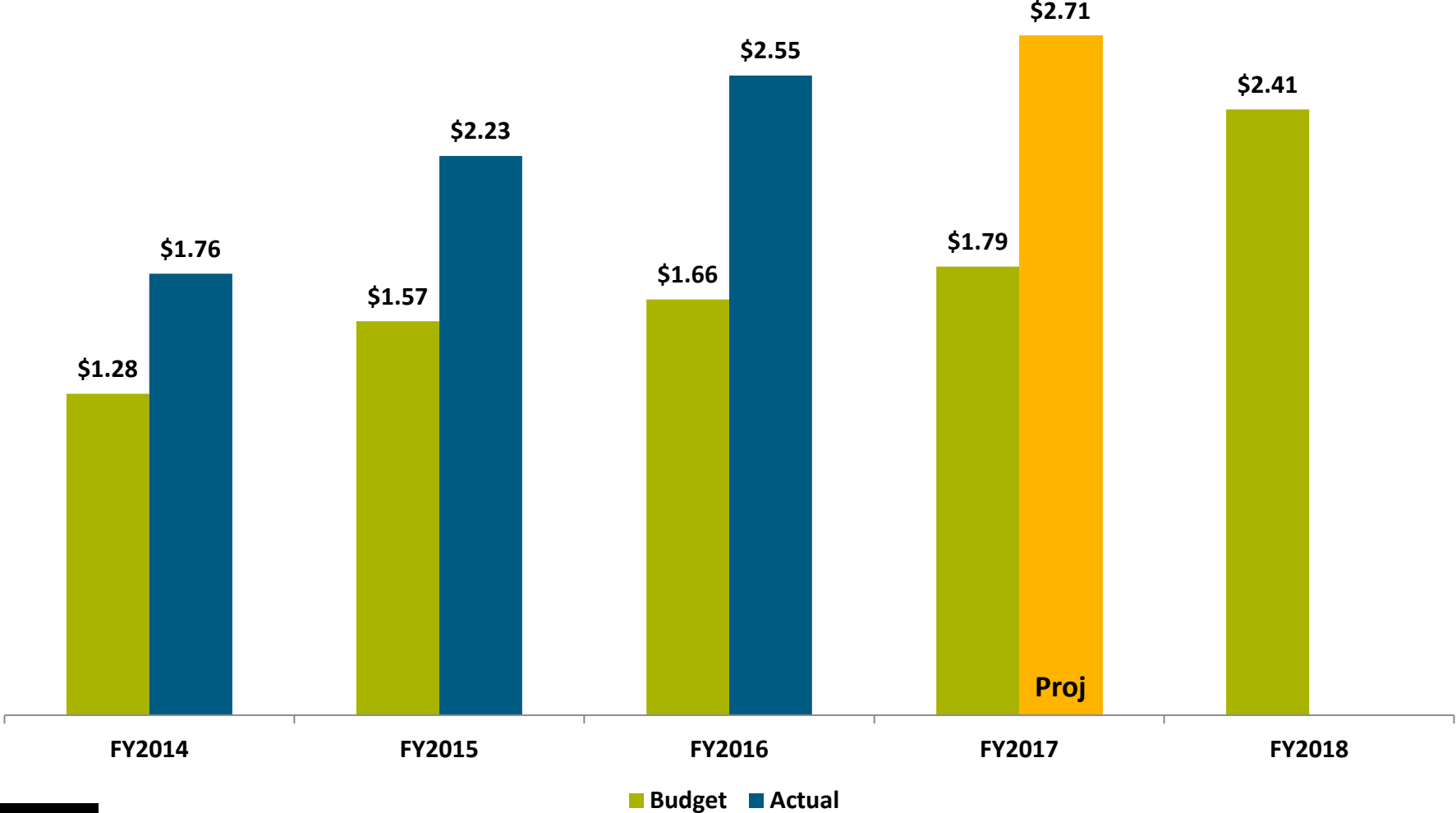
Other Revenues

	2016	2017	2017	2018	Change from Budget		Change from Proj	
	Actuals	Budget	Proj	Request	\$	%	\$	%
Motor Vehicle Taxes	3,616,455	3,364,508	3,559,941	3,671,162	306,654	9.11%	111,221	3.12%
Other Taxes	336,569	332,640	330,798	324,597	-8,043	-2.42%	-6,201	-1.87%
Fines and Forfeitures	1,508,415	1,412,986	1,372,331	1,405,838	-7,148	-0.51%	33,507	2.44%
Licenses & Permits	2,546,787	1,786,379	2,706,610	2,411,880	625,501	35.02%	-294,730	-10.89%
Intergovernmental	991,754	826,253	898,990	778,007	-48,246	-5.84%	-120,983	-13.46%
Charges for Service	4,572,807	5,271,476	6,025,244	7,531,104	2,259,628	42.87%	1,505,860	24.99%
Investment Earnings	206,649	64,103	45,057	56,845	-7,258	-11.32%	11,788	26.16%
Other	1,745,202	1,494,400	1,559,400	1,654,600	160,200	10.72%	95,200	6.10%
Transfers In	1,935,428	954,515	954,515	924,515	-30,000	-3.14%	-30,000	-3.14%

Considerations:

- Licenses & Permits: Revenue from development and building permits
- Charges for Service: Ambulance/EMS fee increase for FY18

Licenses, Permits, and Fees (in \$millions)



Next Steps

- Continue to refine revenue estimates
- City Manager's Budget Presentation
 - April 24, 2017

Packet Information

File #: 2017-1072, **Version:** 1

PRESENTATION OF EMS CHARGES FOR SERVICE AND COST RECOVERY

Issue/Request:

PRESENTATION OF EMS CHARGES FOR SERVICE AND COST RECOVERY

Key Issues:

On February 11, 2016, City Council passed Ordinance No. 7815, an ordinance "establishing the rate of recovery of emergency medical services charges to be assessed to users of EMS within the city in an amount greater than or equal to 50% of the calculated average cost of EMS Services..." This ordinance has informed the EMS charges for service on the City Schedule of Fees document for the fiscal years 2017 and 2018. For FY18, the calculation has recommended a 29.2% increase in EMS charges for service.

Staff has prepared a presentation to discuss Fire Department and EMS call volume statistics; demographic and market data; as well as projected future cost recovery ratios under the current regime.

Background:

The following are definitions of Ambulance Services from the Medicare Benefit Policy Manual:

BLS:
Basic Life Support (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the state.

The ambulance vehicle must be staffed by at least two people who meet the requirements of the state and local laws where the services are being furnished, and at least one of the staff members must be certified at a minimum as an emergency medical technician-basic (EMT-Basic) by the state or local authority where the services are being furnished and be legally authorized to operate all lifesaving and life-sustaining equipment on board the vehicle. These laws may vary from state to state or within a state.

ALS1:
Advanced life support, level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment by ALS personnel or at least one ALS intervention.

ALS2:
Advanced life support, level 2 (ALS2) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous (IV) push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance transport, medically necessary supplies and services, and the provision of at least one of the ALS2 procedures listed below:

- a. Manual defibrillation/cardioversion
- b. Endotracheal intubation

- c. Central venous line
- d. Cardiac pacing
- e. Chest decompression
- f. Surgical airway
- g. Intragasseous line

Presenter: Jack Feldman, Administration Management Analyst

Recommendation: N/A

Committee Recommendation: N/A

AN ORDINANCE ESTABLISHING THE RATE OF RECOVERY OF EMERGENCY MEDICAL SERVICE CHARGES TO BE ASSESSED TO USERS OF EMERGENCY MEDICAL SERVICES WITHIN THE CITY IN AN AMOUNT GREATER THAN OR EQUAL TO 50% OF THE CALCULATED AVERAGE COST OF EMERGENCY MEDICAL SERVICES; ESTABLISHING THE RATE FOR MILEAGE CHARGES TO COINCIDE WITH THE AMOUNTS AUTHORIZED BY MISSOURI MEDICAID; AND AMENDING SECTION 13-21 OF THE LEE'S SUMMIT CODE OF ORDINANCES TO INCORPORATE THE ESTABLISHED RATE OF RECOVERY FOR EMERGENCY MEDICAL SERVICE CHARGES AND THE RATE FOR MILEAGE CHARGES.

WHEREAS, the City of Lee's Summit (hereinafter "the City"), pursuant to the authority granted in §67.300.2 RSMo. and §13-21 of the Lee's Summit Code of Ordinances, previously established emergency medical service charges, which assess charges to be paid by persons requesting the use of emergency medical services from the Lee's Summit Fire Department, as more particularly outlined in the City's Schedule of Fees; and,

WHEREAS, §13-21(B) of the Lee's Summit Code of Ordinances currently provides "[t]he emergency medical service charges shall be reviewed by the Fire Department annually and recommendations shall be submitted to the Mayor and Council concerning adjustments that may be necessary as a result of that review;" and,

WHEREAS, the current rates for emergency medical service charges have been in effect since February 2009; and,

WHEREAS, the Fire Department, through its most recent annual analysis of emergency medical service charges, has determined that a significant disparity exists between the costs of providing ambulance services and the amounts being recovered through the imposition of the current emergency medical service charges, with current cost recovery rates at approximately 17%; and,

WHEREAS, the City has determined that the utilization of a percentage of recovery would provide a more equitable allocation of expenses between taxpayers and service users; and,

WHEREAS, the City desires to establish a policy which modifies the current method of calculating the emergency medical services fees to more equitably shift the burden of the cost of such services from the general public, who already pay a fair share of the cost of fire and emergency medical services through funds other than those derived from the existing emergency medical services fees; and,

WHEREAS, the City also desires to amend the current Code of Ordinances to establish and formalize this policy.

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

SECTION 1. That the rate for recovery of emergency medical services for the City of Lee's Summit shall be set at no less than 50% of the Calculated Average Cost of Emergency Medical Service, to be calculated using the following formula:

$$\frac{\text{3 Year Average \# of EMS Impact Calls}}{\text{3 Year Average Total \# of Calls}} = \text{_____ \% of EMS Calls}$$

$$\text{3 Year Average Fire Department Budget} \times \text{_____ \% of EMS Calls} = \text{Calculated Average Cost of Emergency Medical Service}$$

$$\frac{\text{3 Year Average EMS Recovery Amount}}{\text{Calculated Average Cost of Emergency Medical Service}} = \text{Recovery \%}$$

The difference between the Recovery % calculated using the formula above, and 50%, dictates the need to either increase or decrease the Base Rate Transport Fees, by the percentage difference, and shall occur annually, no later than April 1 of each year, as determined by the Fire Department.

SECTION 2. That the rate for mileage charges to be assessed in connection with emergency medical services shall be equal to that maximum rate which Missouri Medicaid allows to be charged for transport services, and shall be amended on no less than an annual basis, at such time as the emergency medical services rates as set forth in Section 1, herein, are set.

SECTION 3. That Section 13-21(B) of the City of Lee's Summit Code of Ordinances is repealed in its entirety and replaced with the following:

13-21(B) Prior to April 1 of each year, the Fire Department shall conduct an analysis to ensure that the Base Rate Transport Fees to be assessed in the following fiscal year equal 50% of the Calculated Average Cost of Emergency Medical Service.

SECTION 4. That a new Section 13-21(D) of the City of Lee's Summit Code of Ordinances be created which states the following:

13-21(D) The allowable Mileage Rate to be assessed in connection with emergency medical service charges shall be equal to that maximum rate which Missouri Medicaid allows to be charged for transport services as of the date upon which the Base Rate Transport Fees are set by the Fire Department.

SECTION 5. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 6. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 11th day of February, 2016.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 16th day of February, 2016.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Chief Counsel of Management and Operations
Jackie McCormick Heanue

Recovery Rate Calculations:

Current Fee Schedule				
<u>Type:</u>	<u>BLS</u>	<u>ALS1</u>	<u>ALS2</u>	
Resident	\$ 325	\$ 375	\$ 430	
Non-Resident	\$ 460	\$ 500	\$ 560	

Medicare Ambulance Schedule				
<u>Type:</u>	<u>BLS</u>	<u>ALS1</u>	<u>ALS2</u>	
Recoverable	\$ 348	\$ 413	\$ 598	
Industry Standard	\$ 696	\$ 826	\$ 1,197	

Potential Fee Schedule (30%)				
<u>Type:</u>	<u>BLS</u>	<u>ALS1</u>	<u>ALS2</u>	
Resident	\$ 465	\$ 536	\$ 615	
Non-Resident	\$ 658	\$ 715	\$ 801	

Potential Fee Schedule (40%)				
<u>Type:</u>	<u>BLS</u>	<u>ALS1</u>	<u>ALS2</u>	
Resident	\$ 512	\$ 591	\$ 677	
Non-Resident	\$ 725	\$ 788	\$ 882	

Potential Fee Schedule (50%)				
<u>Type:</u>	<u>BLS</u>	<u>ALS1</u>	<u>ALS2</u>	
Resident	\$ 540	\$ 623	\$ 714	
Non-Resident	\$ 764	\$ 830	\$ 930	

Potential Fee Schedule (60%)				
<u>Type:</u>	<u>BLS</u>	<u>ALS1</u>	<u>ALS2</u>	
Resident	\$ 559	\$ 645	\$ 740	
Non-Resident	\$ 791	\$ 860	\$ 963	

Potential Fee Schedule (70%)				
<u>Type:</u>	<u>BLS</u>	<u>ALS1</u>	<u>ALS2</u>	
Resident	\$ 572	\$ 660	\$ 757	
Non-Resident	\$ 810	\$ 880	\$ 986	

Potential Fee Schedule (80%)				
<u>Type:</u>	<u>BLS</u>	<u>ALS1</u>	<u>ALS2</u>	
Resident	\$ 582	\$ 671	\$ 770	
Non-Resident	\$ 823	\$ 895	\$ 1,002	

Potential Fee Schedule (100%)				
<u>Type:</u>	<u>BLS</u>	<u>ALS1</u>	<u>ALS2</u>	
Resident	\$ 595	\$ 686	\$ 787	
Non-Resident	\$ 842	\$ 915	\$ 1,025	

**Lee's Summit Fire Department
Ambulance Fee Survey 1/2016**

Ambulance Fee by Service Provider	<i>Basic Life Support</i>	<i>Advanced Life Support 1</i>	<i>Advanced Life Support 2</i>	<i>Mileage</i>
Belton Fire (Resident)	\$ 700.00	\$ 700.00	\$ 700.00	\$ 17.50
Belton Fire (Non Resident)	\$ 950.00	\$ 950.00	\$ 950.00	\$ 17.50
Central Jackson County Fire	\$ 840.00	\$ 840.00	\$ 905.00	\$ 12.00
Fort Osage Fire	\$ 850.00	\$ 850.00	\$ 850.00	\$ 12.00
Kansas City Fire	\$ 825.00	\$ 900.00	\$ 950.00	\$ 10.00
South Metro Fire (Resident)	\$ 550.00	\$ 550.00	\$ 550.00	\$ 12.00
South Metro Fire (Non Resident)	\$ 700.00	\$ 700.00	\$ 700.00	\$ 12.00
Independence	\$ 954.27	\$ 955.47	\$ 956.72	\$13.74 - 18.36
Raytown (Resident)	\$ 816.27	\$ 1,050.50	\$ 1,455.09	\$ 19.27
Raytown (Non Resident)	\$ 922.74	\$ 1,192.46	\$ 1,597.05	\$ 19.27
Grandview (Resident)	\$ 800.00	\$ 800.00	\$ 800.00	\$ 12.00
Grandview (Non Resident)	\$ 950.00	\$ 950.00	\$ 950.00	\$ 12.00

EMS Charges for Service

Finance & Budget Committee

April 3, 2017

Outline

- History
- Present course (Ord. 7815)
- EMS Fee Forecast
- Market Competitiveness
- Discussion

History



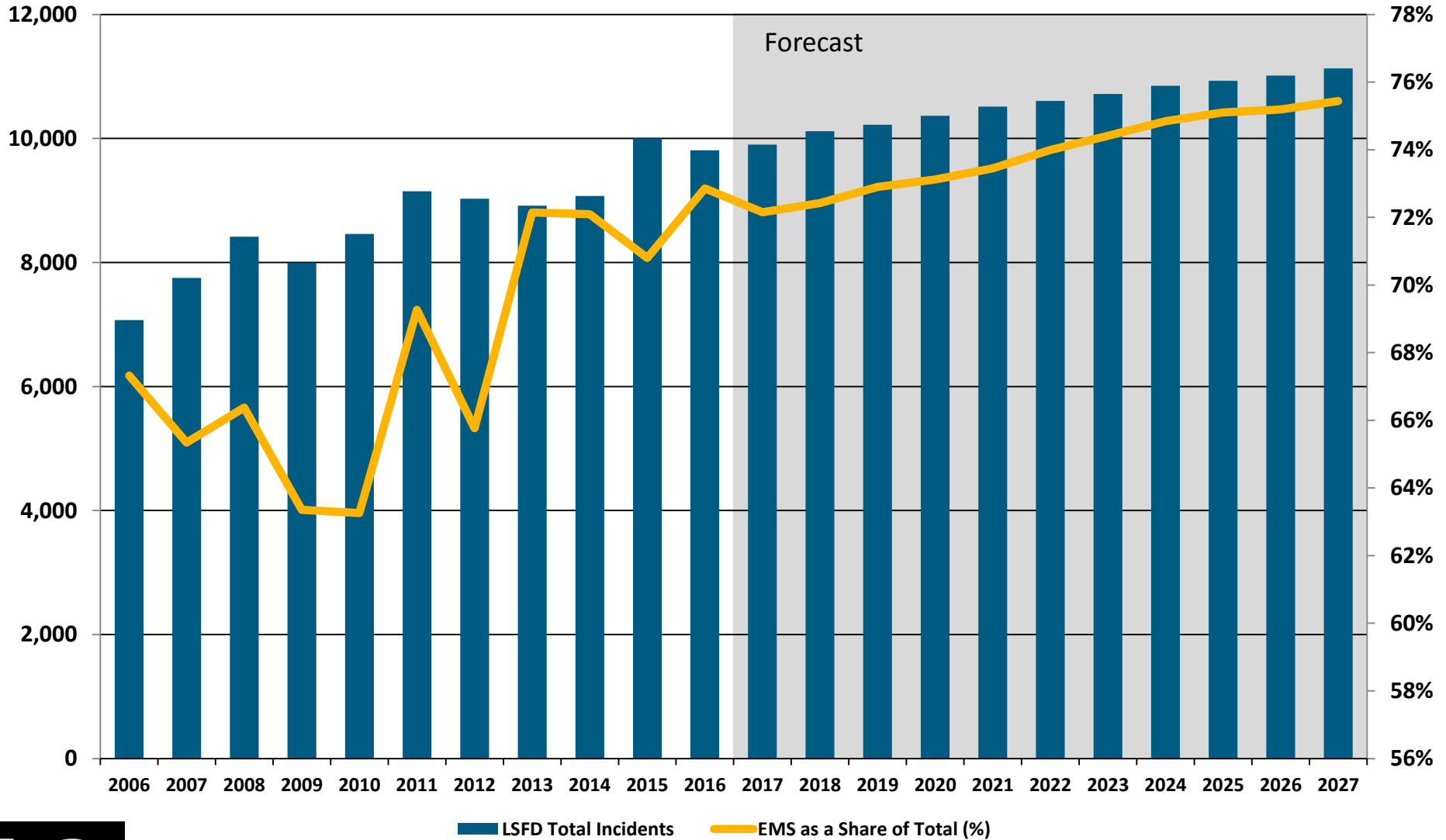
Potential Funding Sources for Enhancement of Emergency Medical Services



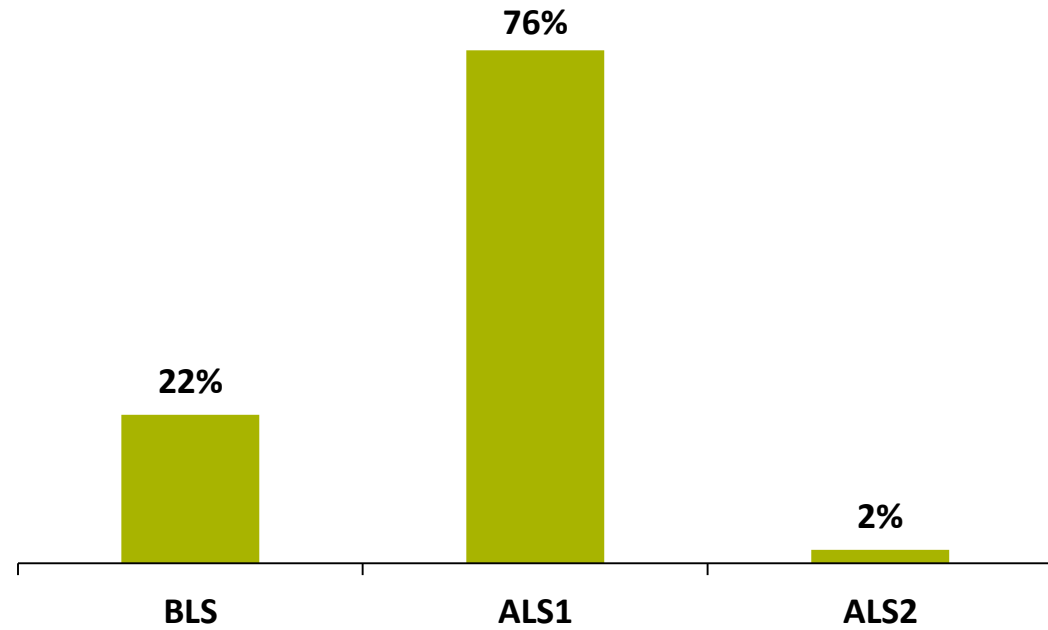
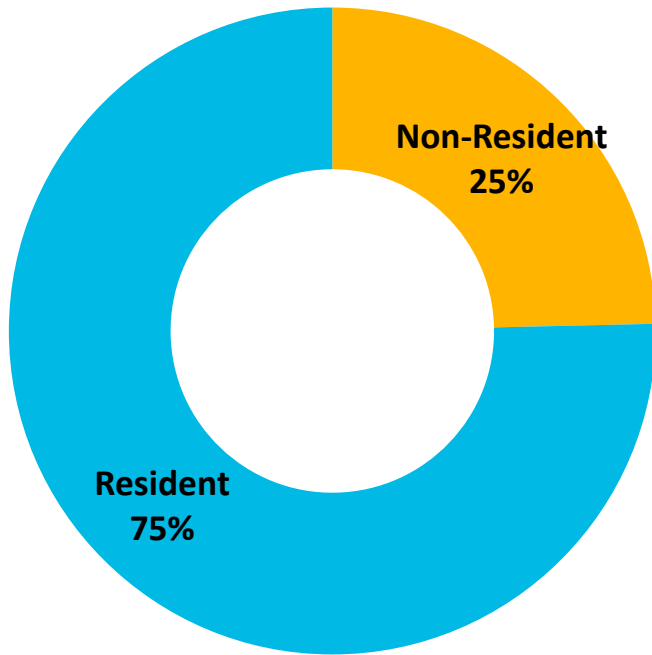
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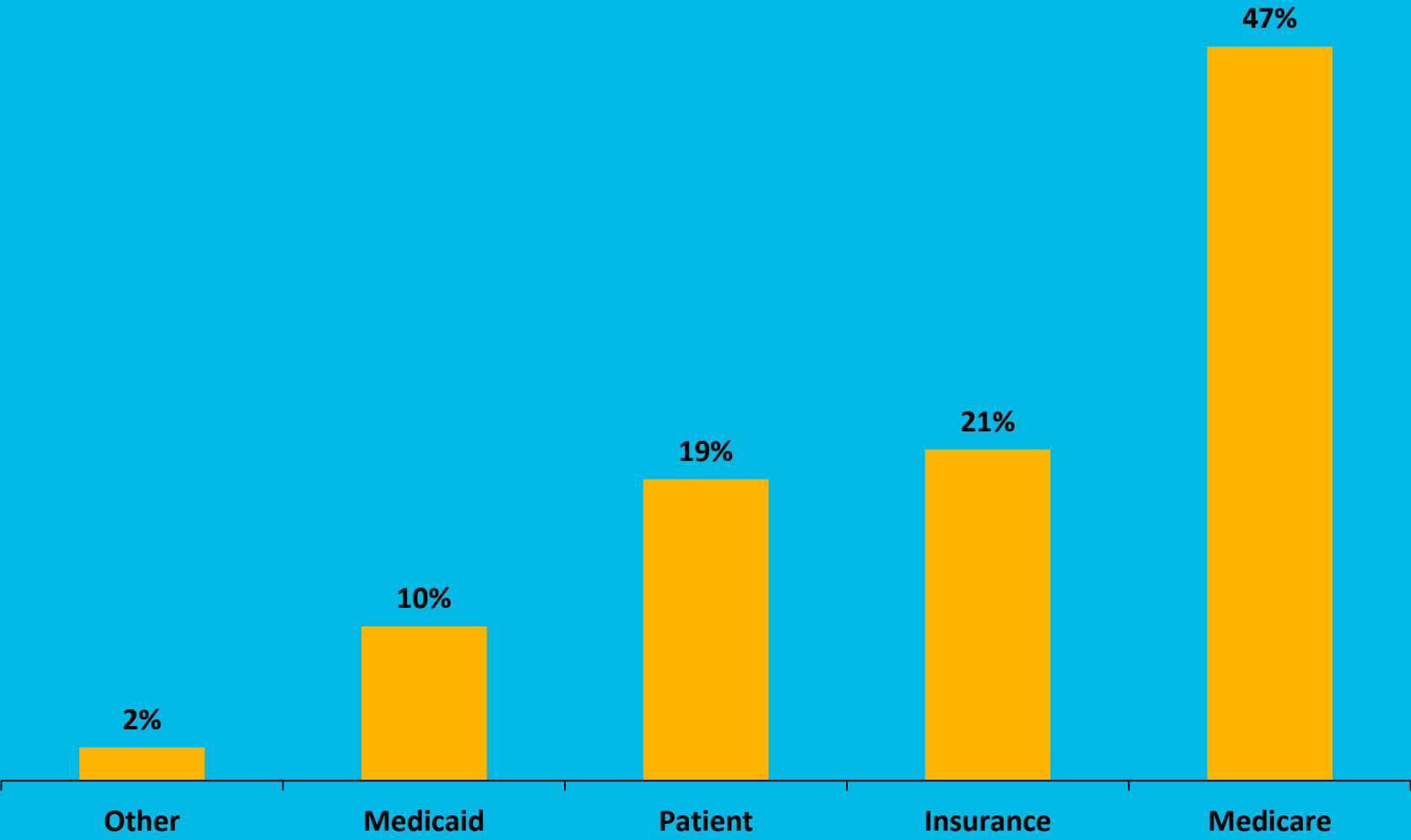
LSFD Calls for Service



LSFD Calls for Service



Breakdown by Payer Group, 2016



Present Course

BILL NO. 16-34

ORDINANCE NO. 7815

$$\frac{\text{3 Year Average \# of EMS Impact Calls}}{\text{3 Year Average Total \# of Calls}} = \text{_____ \% of EMS Calls}$$

$$\text{3 Year Average Fire Department Budget} \times \text{_____ \% of EMS Calls} = \text{Calculated Average Cost of Emergency Medical Service}$$

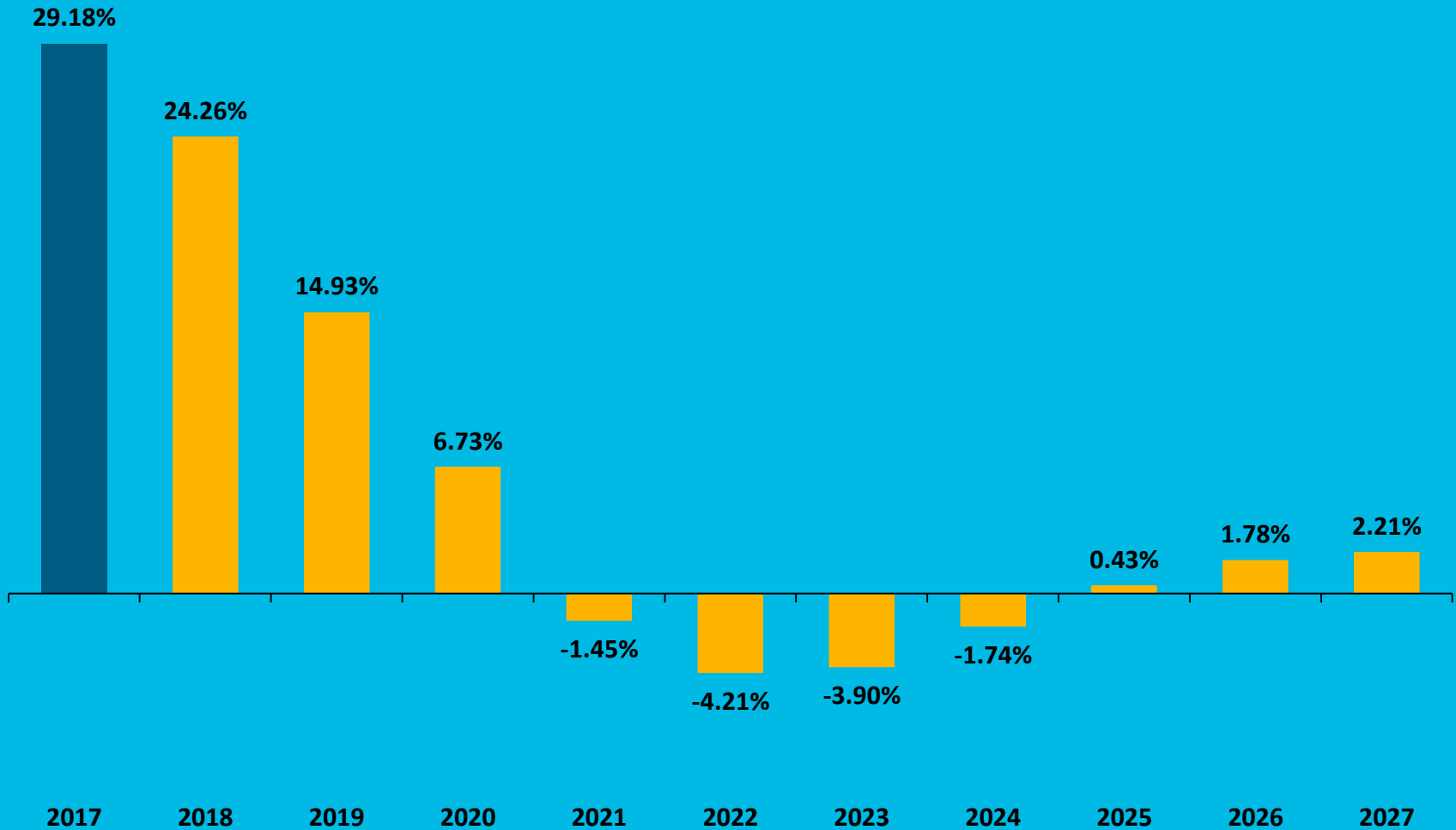
$$\frac{\text{3 Year Average EMS Recovery Amount}}{\text{Calculated Average Cost of Emergency Medical Service}} = \text{Recovery \%}$$

The difference between the Recovery % calculated using the formula above, and 50%, dictates the need to either increase or decrease the Base Rate Transport Fees, by the percentage difference, and shall occur annually, no later than April 1 of each year, as determined by the Fire Department.

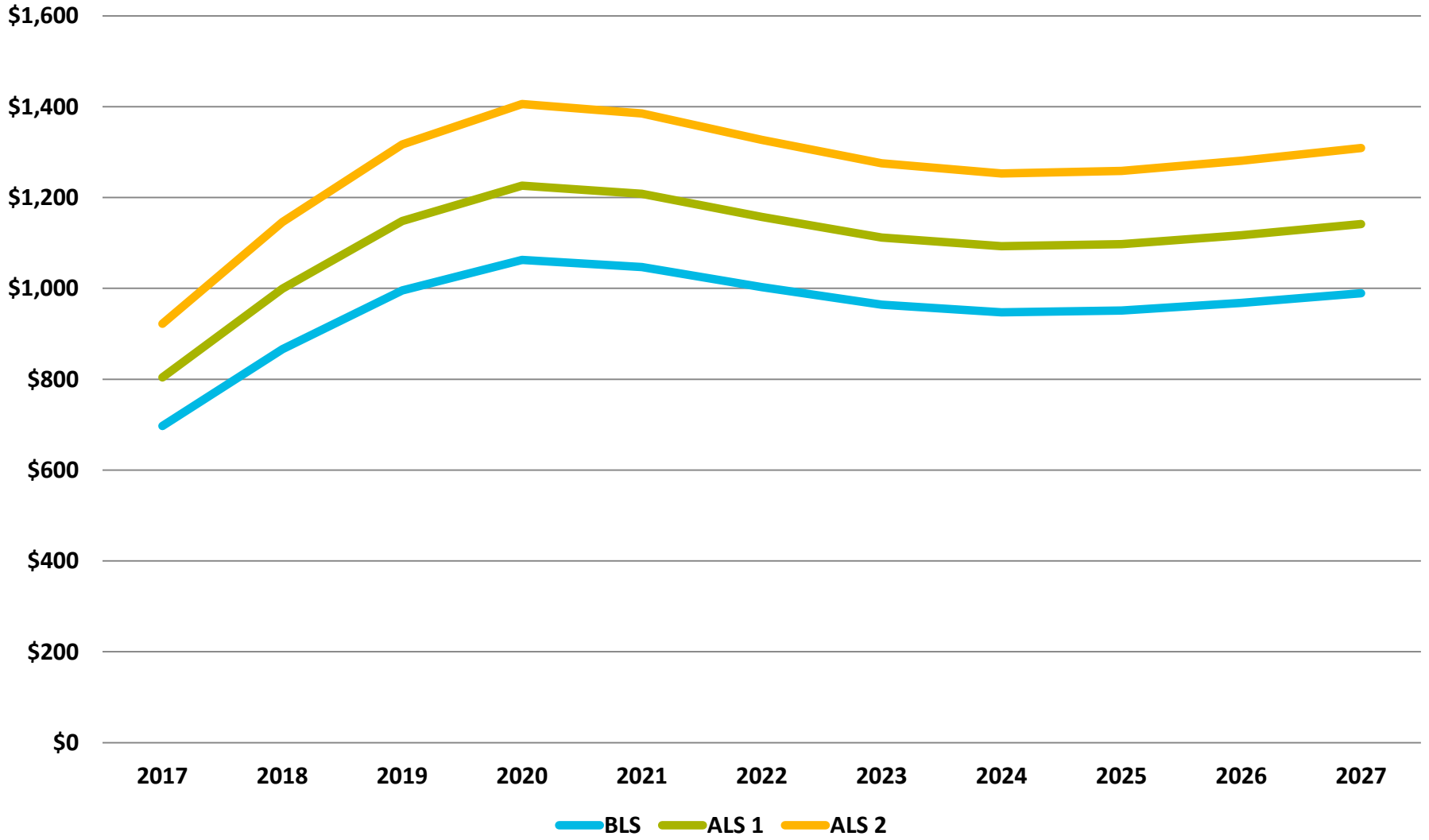
SECTION 2. That the rate for mileage charges to be assessed in connection with emergency medical services shall be equal to that maximum rate which Missouri Medicaid allows to be charged for transport services, and shall be amended on no less than an annual basis, at such time as the emergency medical services rates as set forth in Section 1, herein, are set.



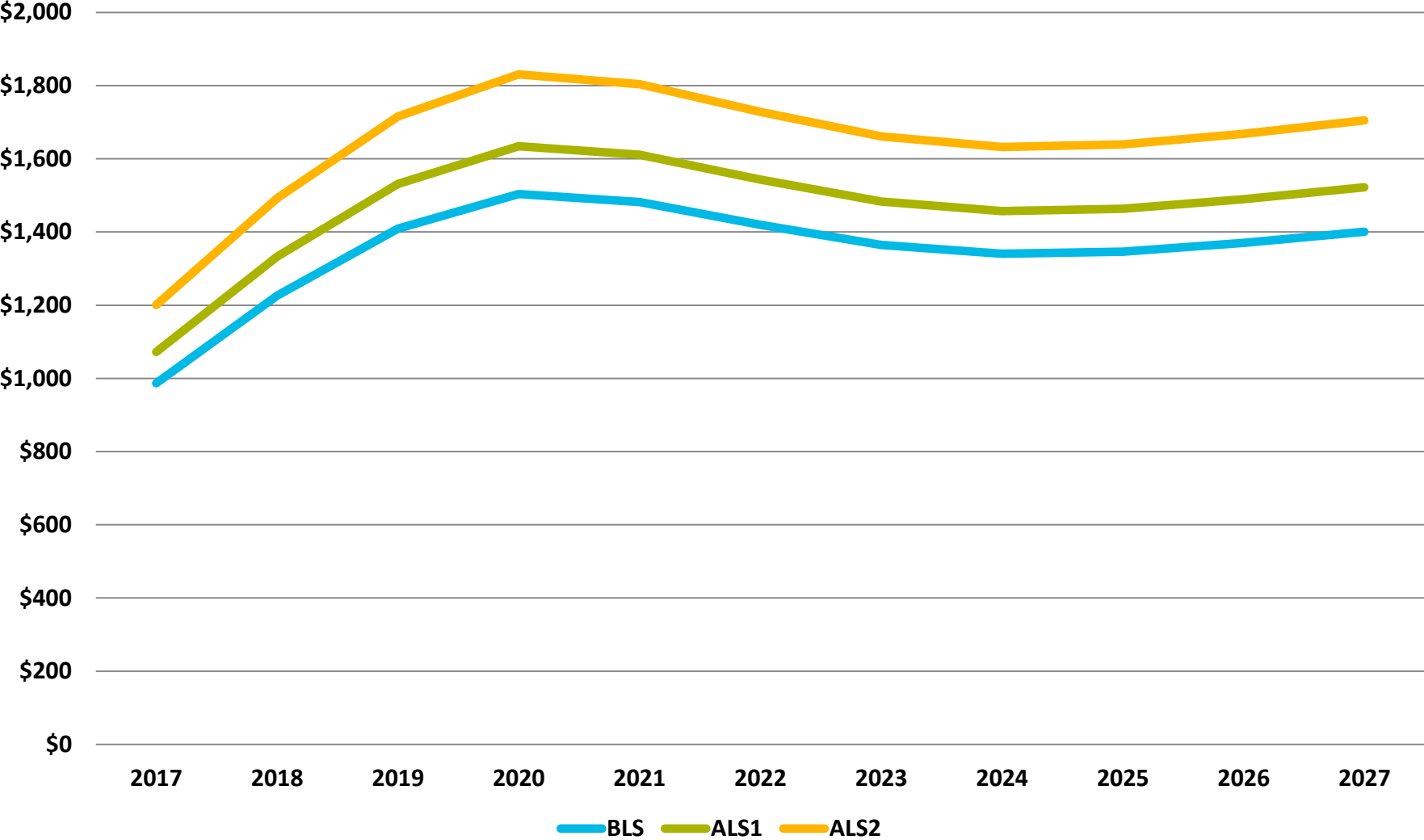
Projected Fee Changes by Calendar Year (%)



Projected EMS Fees (Resident)



Projected EMS Fees (Non-Resident)



Projected EMS Fees

Calendar Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Resident											
BLS	697	866	995	1,062	1,047	1,003	964	947	951	968	990
ALS 1	804	999	1,149	1,226	1,208	1,157	1,112	1,093	1,098	1,117	1,142
ALS 2	922	1,146	1,317	1,406	1,385	1,327	1,275	1,253	1,259	1,281	1,309
Non-Resident											
BLS	987	1,226	1,409	1,504	1,482	1,420	1,364	1,341	1,346	1,370	1,401
ALS 1	1,072	1,333	1,531	1,635	1,611	1,543	1,483	1,457	1,463	1,489	1,522
ALS 2	1,201	1,492	1,715	1,831	1,804	1,728	1,661	1,632	1,639	1,668	1,705

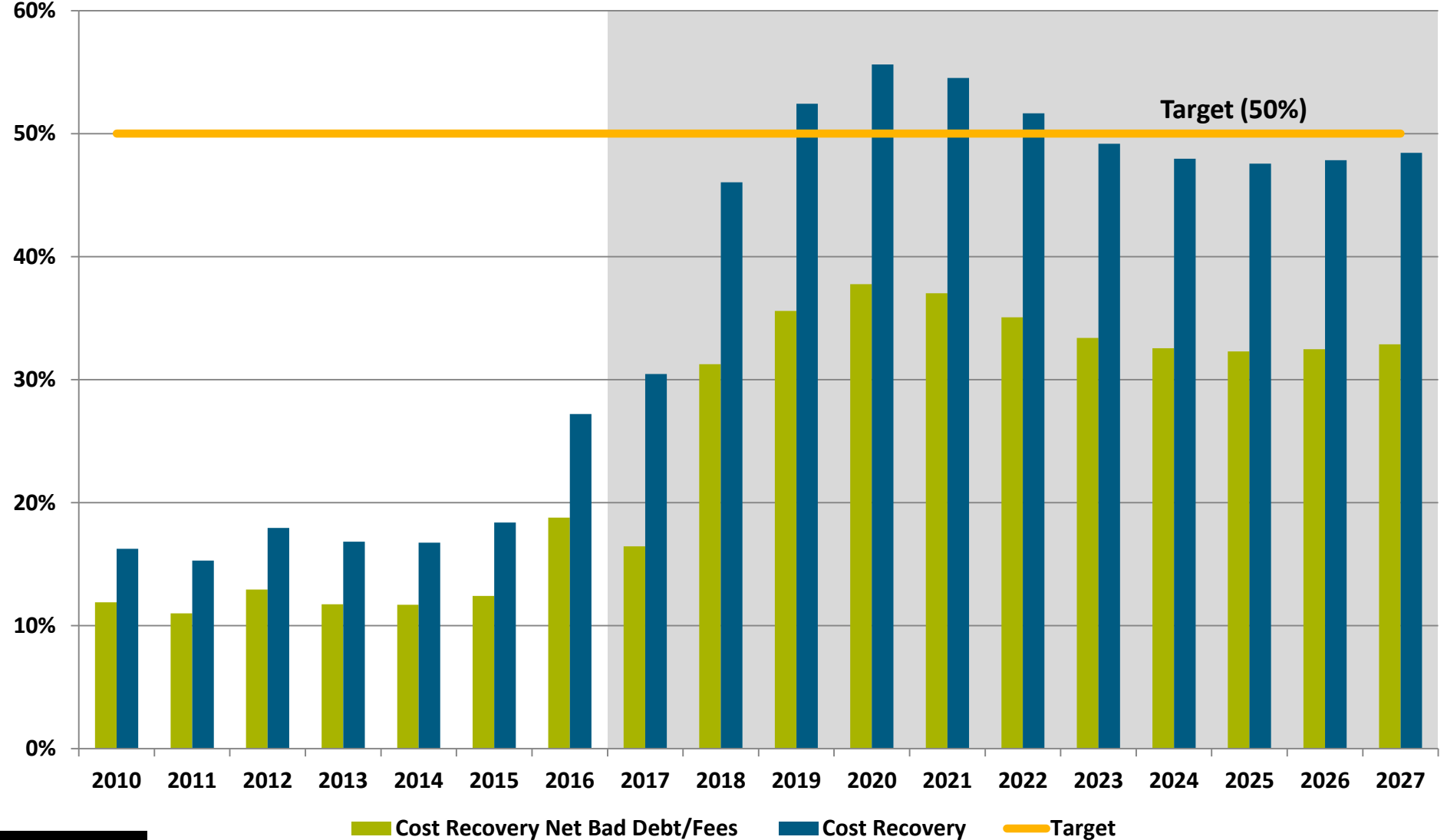


Market Competitiveness

Ambulance Fee by Service Provider	Basic Life Support	Advanced Life Support 1	Advanced Life Support 2	Mileage
South Metro Fire (Resident)	550	550	550	12.00
Belton Fire(Resident)	700	700	700	17.50
South Metro Fire (Non Resident)	700	700	700	12.00
Grandview (Resident)	800	800	800	12.00
Lee's Summit (Resident)	697	804	922	17.50
Central Jackson County Fire	840	840	905	12.00
Fort Osage Fire	850	850	850	12.00
Kansas City Fire	825	900	950	10.00
Belton Fire(Non Resident)	950	950	950	17.50
Grandview (Non Resident)	950	950	950	12.00
Independence	954	955	957	\$13.74 - 18.36
Raytown (Resident)	816	1,051	1,455	19.27
Lee's Summit (Non-Resident)	987	1,072	1,201	17.50
Raytown (Non Resident)	923	1,192	1,597	19.27



Annual Cost Recovery (%)



■ Cost Recovery Net Bad Debt/Fees ■ Cost Recovery — Target



Staff Recommendation

- Continue to monitor current arrangement
- Examine cost relationship between BLS, ALS1, and ALS2 for optimal rate structure