



**eXplore Lawrence Board Meeting Agenda**

**Wednesday 3/30/23**

**4 P.M. Carnegie Building Conference Room**

1. Approval of Minutes- February Meeting + March 1 Special Meeting
2. Financials
3. Staff Reports
  - 2023 Sales Incentives
4. Executive Director Report
5. By-Laws and Operating Agreement Discussion

Explore Lawrence  
February 23, 2023  
4:00pm  
Carnegie Building

Members Present: Heidi Champagne, Ivan Simac, Mike Logan, Amber Sellers (virtual)

Staff: Kim Anspach, Laura Carbrey, Andrea Johnson, Amy Schmidt Cowardin

Meeting began at 4:04pm in lower level of Carnegie Building.

1. Approval of Minutes – January 2023 Board Minutes
  - a. No quorum to approve minutes
  - b. Received minutes
2. Introductions
3. Financial Report
  - a. Kim stated had reviewed with Anthea
  - b. Kim stated money movement not reflected in report as it's the first of the year
  - c. Not able to approve financial report per lack of quorum, but was received the the attending board and staff members
4. Staff Reports
  - a. Sales Report by Laura Carbrey  
Currently at 22% of goal  
Described new initiative "Why Not Lawrence"  
Reported attendance to KS Legislative Breakfast  
Announced KU Relays 100 Anniversary upcoming  
Announced DOS Meetings have begun  
Laura listed upcoming events: MPI Education Day, KS Craft Beer Expo, KS State Bowlers, KS Realtors, Bandmasters, etc.  
Ivan began discussion regarding MLS Series and had questions: How much demand will create? How can we capture the number of visiting fans? Laura announced there will be many free tickets available to increase attendance.
  - b. Marketing Report by Andrea Johnson: 2023 Marketing & Communications Plan
    - i. Andrea presented the Executive Summary including the Marketing & Communications Mission statement. She described EL's breakdown of our community's Tourism Industry – the Current Situation, Target Markets & Traveler Personas, and Strategies/Tactics for improvement.
    - ii. Current Situation: Travel Recovery – At 90% of pre-pandemic spending, Highest ever annual Transient Guest Tax Collections in 2022, Lawrence Passports, Huge increase in website views, Travel Influencers, and current travel trends.
    - iii. Target Markets & Traveler Personas (Locals, Daytrippers, Roadtrippers, Emerging Roadtripper Audiences); Leisure Travelers, Group Travel Markets, and Community Engagement Target Markets

- iv. Strategies & Tactics:
  - 1. Strengthen Brand Awareness among target markets (Use Crowdriff technology, develop & market Passports, Weekday Customers, Holiday Passes, Digital Advertising, Collaborate with others)
  - 2. Inspire & Increase traveler & Visitor Spending (Expand meetings/gatherings, Performance management, Community Engagement Objectives).
  - 3. Champion Diversity, Equity & Inclusion
  - 4. Improve Community Engagement
  - 5. Expand Meetings/Groups
- v. No Quorum to approve Marketing Report. It was suggested by Kim to do an electronic vote and Mike agreed.
- 5. Executive Director Report - Kim Anspach.
  - a. Asked for authorization for Flexible Spending Account, but due to lack of quorum could not be approved in the moment.
  - b. Spoke about Transient Guest Task and record breaking 2022 collections year
    - i. Rate Driven, not occupancy driven
    - ii. Discussion around fluctuation of occupancy during the week. Ivan asked if it's important to start looking at slower times and thinking of ways to increase business at those times. For example offering better rates to fill rooms instead of being left empty, etc. To increase start reportings.
  - c. Economic Tourism Report for Douglas County Kansas Visitor Industry
    - i. Working on Press Release for release of information
    - ii. Working on scheduling meetings with officials to discuss information
    - iii. Reaffirm attempt to grow occupancy
  - d. 2023 Operating Agreement
    - i. Tabled until vote
- 6. Meeting Adjournment
  - a. Motion made for adjournment by Heidi
  - b. Seconded by Ivan



## eXplore Lawrence Board Meeting Agenda

Wednesday 3/01/23

11:30 AM Zoom

Members Present: Anthea Scouffas, David Hoyab, Peter Bobkowski, Heidi Champagne, Derek Rogers\*, Ivan Simac, Amber Sellers\*, Cathy Gerstner\*, Mike Logan

Staff: Kim Anspach

Meeting Began at 11:36 AM

1. Approve January Meeting Minutes
  - Heidi Motioned
  - Ivan Second
  - All in favor
2. 2023 Operating Agreement
  - David motioned to authorize Kim to sign the 2023 operating agreement with the City of Lawrence
  - Anthea Second
  - All in favor
3. Flexible Spending Account Provider
  - Kim recommended moving forward with TASC as our provider
  - Anthea motioned to use TASC for our Flexible Spending Account
  - Heidi Second
  - All in favor
4. Motion to adjourn at 11:44 AM by Heidi
  - Peter second
  - All in favor



**EXPLORE LAWRENCE INC**  
**Statement of Financial Position**  
As of February 28, 2023

	Feb 28, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1020 · US Bank Checking	168,180.32
1030 · US Bank Money Market	48,039.31
1050 · Reserve Fund	300,134.52
1060 · Petty Cash	215.00
Total Checking/Savings	516,569.15
Other Current Assets	
1216 · Due from US Bank CC	235.50
1220 · Due from Employee	140.00
Total Other Current Assets	375.50
Total Current Assets	516,944.65
Fixed Assets	
2200 · Leasehold Improvement	107,174.01
2500 · Accumulated Depreciation	-22,327.94
Total Fixed Assets	84,846.07
Other Assets	
1225 · Deposits	3,100.00
Total Other Assets	3,100.00
<b>TOTAL ASSETS</b>	<b>604,890.72</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
3000 · Accounts Payable	60,319.27
Total Accounts Payable	60,319.27
Credit Cards	
2109 · Credit Card - US Bank 2981	3,645.23
210910 · Credit Card - US Bank 5786	12.20
Total Credit Cards	3,657.43
Other Current Liabilities	
3100 · Payroll Liabilities	
3105 · Accrued Payroll	6,922.70
3110 · Federal & FICA Payable	3,448.79
3111 · KS Withholding Payable	481.00
3112 · FUTA Payable	210.37
3113 · KS SUTA Payable	414.31
3114 · Health Insurance Payable	-3,039.20
Total 3100 · Payroll Liabilities	8,437.97
3300 · Sales Tax Payable	33.18
Total Other Current Liabilities	8,471.15
Total Current Liabilities	72,447.85
Long Term Liabilities	
3700 · EIDL Loan June 19.2020	11,109.25
Total Long Term Liabilities	11,109.25
Total Liabilities	83,557.10

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	Feb 28, 23
Equity	
4100 - Beginning Fund Balance	760,214.04
Net Income	-238,880.42
Total Equity	521,333.62
TOTAL LIABILITIES & EQUITY	604,890.72

**EXPLORE LAWRENCE INC**  
**Statement of Financial Income and Expenses**  
For the One Months Ended December 31, 2022 and 2021

	Feb 23	Feb 22	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
Income				
5200 · Merchandise Sales	174.29	80.84	93.45	115.6%
5660 · DTN	1,700.00	0.00	1,700.00	100.0%
<b>Total Income</b>	<b>1,874.29</b>	<b>80.84</b>	<b>1,793.45</b>	<b>2,218.5%</b>
<b>Gross Profit</b>	<b>1,874.29</b>	<b>80.84</b>	<b>1,793.45</b>	<b>2,218.5%</b>
Expense				
7000 · Payroll Expense				
7081 · Payroll	24,670.78	21,479.34	3,191.44	14.9%
7083 · Accrued Payroll Expense	770.00	-128.00	898.00	701.6%
7260 · Retirement Plan	752.32	1,430.64	-678.32	-47.4%
7065 · Health Insurance	1,829.52	2,662.84	-833.32	-31.3%
7070 · Incentive Program	0.00	0.00	0.00	0.0%
<b>Total 7000 · Payroll Expense</b>	<b>28,022.62</b>	<b>25,444.82</b>	<b>2,577.80</b>	<b>10.1%</b>
7100 · Payroll Tax Expense				
7100.1 · FICA Expense	1,958.52	1,633.38	325.14	19.9%
7100.2 · FUTA Expense	62.00	43.06	18.94	44.0%
7100.3 · SUTA Expense	205.93	253.21	-47.28	-18.7%
<b>Total 7100 · Payroll Tax Expense</b>	<b>2,226.45</b>	<b>1,929.65</b>	<b>296.80</b>	<b>15.4%</b>
7600 · Programs				
7601 · Advertising				
7601.10 · Magazine	0.00	2,487.00	-2,487.00	-100.0%
7601.12 · Content	300.00	450.00	-150.00	-33.3%
7601.15 · COOP Marketing Expense	794.22	292.50	501.72	171.5%
7601.2 · Design	60.10	0.00	60.10	100.0%
7601.21 · Opportunity Fund	995.65	0.00	995.65	100.0%
7601.22 · Tracking	0.00	848.50	-848.50	-100.0%
7601.6 · I-70 Distribution	0.00	8,155.47	-8,155.47	-100.0%
7601.8 · Digital	4,055.87	2,206.13	1,849.74	83.9%
<b>Total 7601 · Advertising</b>	<b>6,205.84</b>	<b>14,439.60</b>	<b>-8,233.76</b>	<b>-57.0%</b>
7642 · Trade Shows				
7642.0 · General Fund	0.00	237.95	-237.95	-100.0%
<b>Total 7642 · Trade Shows</b>	<b>0.00</b>	<b>237.95</b>	<b>-237.95</b>	<b>-100.0%</b>
7644 · Printing and Reproduction	239.50	0.00	239.50	100.0%
7645 · Special Projects				
7649 · Visitors Guide	52,492.44	42,675.77	9,816.67	23.0%
<b>Total 7645 · Special Projects</b>	<b>52,492.44</b>	<b>42,675.77</b>	<b>9,816.67</b>	<b>23.0%</b>
<b>Total 7600 · Programs</b>	<b>58,937.78</b>	<b>57,353.32</b>	<b>1,584.46</b>	<b>2.8%</b>
7620 · Meeting programs	5,045.39	3,764.21	1,281.18	34.0%
8200 · Admin and General				
8202 · Accounting	0.00	800.00	-800.00	-100.0%
8203 · Rent	5,740.36	2,970.23	2,770.13	93.3%
8204 · Software	27.00	23.50	3.50	14.9%
8206 · Hardware	0.00	65.67	-65.67	-100.0%
8214 · Bank Service Charges	36.90	25.95	10.95	42.2%
8214.1 · Bank Fees - Square	8.75	1.65	7.10	430.3%
8218 · Cash Over/Short	-24.50	40.35	-64.85	-160.7%
8225 · Board Expenses	7,530.11	35.51	7,494.60	21,105.6%
8226 · Leased Equipment	218.67	218.67	0.00	0.0%
8230 · Dues/Subscriptions/Memberships	599.63	308.25	291.38	94.5%
8234 · Insurance	263.92	284.06	-20.14	-7.1%

	Feb 23	Feb 22	\$ Change	% Change
8238 · Utilities	470.04	371.67	98.37	26.5%
8242 · Legal	0.00	192.50	-192.50	-100.0%
8244 · Janitorial/Cleaning	630.00	240.00	390.00	162.5%
8247 · Office Supplies	36.73	168.05	-131.32	-78.1%
8248 · Postage and Delivery	3,025.77	0.00	3,025.77	100.0%
8250 · Storage	0.00	306.06	-306.06	-100.0%
8251 · Misc. Office General	64.87	9.95	54.92	552.0%
8282 · Travel & Meetings				
8282.10 · Professional Development	0.00	1,200.00	-1,200.00	-100.0%
8282.12 · Staff Travel	52.87	24.10	28.77	119.4%
8282.13 · Meetings	2.30	0.00	2.30	100.0%
8282.14 · Staff Employee Benefits	0.00	120.51	-120.51	-100.0%
Total 8282 · Travel & Meetings	55.17	1,344.61	-1,289.44	-95.9%
8283 · Telephone/Internet	1,528.33	1,370.96	157.37	11.5%
Total 8200 · Admin and General	20,211.75	8,777.64	11,434.11	130.3%
8900 · Misc Expense	0.00	0.00	0.00	0.0%
Total Expense	114,443.99	97,269.64	17,174.35	17.7%
Net Ordinary Income	-112,569.70	-97,188.80	-15,380.90	-15.8%
Other Income/Expense				
Other Income				
9020 · Interest Income	168.82	2.42	166.40	6,876.0%
Total Other Income	168.82	2.42	166.40	6,876.0%
Other Expense				
9510 · Depreciation	446.56	446.56	0.00	0.0%
Total Other Expense	446.56	446.56	0.00	0.0%
Net Other Income	-277.74	-444.14	166.40	37.5%
Net Income	-112,847.44	-97,632.94	-15,214.50	-15.6%

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03/21/23

Accrual Basis

**EXPLORE LAWRENCE INC**  
**Profit & Loss Budget Performance**  
**February 2023**

	Feb 23	Budget	Jan - Feb 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
5000 · Guest Tax	0.00	100,000.00	0.00	200,000.00	1,200,000.00
5100 · Visitors Guide	0.00	2,333.34	0.00	4,666.68	28,000.00
5200 · Merchandise Sales	174.29	333.34	356.82	666.68	4,000.00
5500 · DMI	0.00	1,000.00	0.00	2,000.00	12,000.00
5600 · Co-Op Marketing	0.00	883.34	0.00	1,766.68	10,600.00
5660 · DTN	1,700.00	500.00	1,700.00	1,000.00	6,000.00
5670 · Bid Fund	0.00	4,000.00	0.00	8,000.00	48,000.00
5700 · Miscellaneous Income	0.00	116.67	0.00	233.34	1,400.00
Total Income	1,874.29	109,166.69	2,056.82	218,333.38	1,310,000.00
Cost of Goods Sold					
6100 · Merchandise Cost					
6190 · Miscellaneous Costs	0.00	166.67	0.00	333.34	2,000.00
Total 6100 · Merchandise Cost	0.00	166.67	0.00	333.34	2,000.00
Total COGS	0.00	166.67	0.00	333.34	2,000.00
Gross Profit	1,874.29	109,000.02	2,056.82	218,000.04	1,308,000.00
Expense					
7000 · Payroll Expense					
7081 · Payroll	24,670.78	35,166.67	49,478.56	70,333.34	422,000.00
7083 · Accrued Payroll Expense	770.00		732.50		
7260 · Retirement Plan	752.32	1,916.67	1,504.64	3,833.34	23,000.00
7065 · Health Insurance	1,829.52	3,250.00	3,518.65	6,500.00	39,000.00
7070 · Incentive Program	0.00	1,250.00	0.00	2,500.00	15,000.00
Total 7000 · Payroll Expense	26,022.62	41,583.34	55,232.35	83,166.68	499,000.00
7100 · Payroll Tax Expense					
7100.1 · FICA Expense	1,958.52		3,853.30		
7100.2 · FUTA Expense	62.00		210.37		
7100.3 · SUTA Expense	205.93		414.30		
Total 7100 · Payroll Tax Expense	2,226.45		4,477.97		
7600 · Programs					
7601 · Advertising					
7601.10 · Magazine	0.00	1,746.50	3,296.00	3,493.00	20,958.00
7601.12 · Content	300.00	1,083.34	750.00	2,166.68	13,000.00
7601.14 · Outdoor	0.00	833.34	0.00	1,666.68	10,000.00
7601.15 · COOP Marketing Expense	794.22	708.34	919.22	1,416.68	8,500.00
7601.19 · Publications	0.00	541.67	0.00	1,083.34	6,500.00
7601.2 · Design	60.10	908.17	60.10	1,818.34	10,910.00
7601.21 · Opportunity Fund	995.65	2,026.84	995.65	4,053.68	24,322.00
7601.22 · Tracking	0.00	833.34	0.00	1,666.68	10,000.00
7601.24 · New Technology	0.00	416.67	0.00	833.34	5,000.00
7601.4 · Public Relations	0.00	2,125.00	0.00	4,250.00	25,500.00
7601.6 · I-70 Distribution	0.00	1,583.34	8,155.47	3,166.68	19,000.00
7601.8 · Digital	4,055.87	14,166.67	20,677.21	28,333.34	170,000.00
7601.9 · Partner Media Buy Program	0.00	666.67	4,000.00	1,333.34	8,000.00
Total 7601 · Advertising	6,205.84	27,640.89	38,853.65	55,281.78	331,690.00
7619 · Incentive Travel					
7619.0 · General Fund	0.00	166.67	0.00	333.34	2,000.00
7619.1 · Committed Incentives	0.00	2,500.00	0.00	5,000.00	30,000.00
7619.2 · New Business	0.00	1,250.00	0.00	2,500.00	15,000.00
7619 · Incentive Travel - Other	0.00		122.96		
Total 7619 · Incentive Travel	0.00	3,916.67	122.96	7,833.34	47,000.00

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03/21/23

Accrual Basis

**EXPLORE LAWRENCE INC**  
**Profit & Loss Budget Performance**  
**February 2023**

	Feb 23	Budget	Jan - Feb 23	YTD Budget	Annual Budget
7625 · Simpleview Data Base	0.00	1,416.67	17,071.79	2,833.34	17,000.00
7641 · Promotional Materials	0.00	2,500.00	0.00	5,000.00	30,000.00
7642 · Trade Shows					
7642.0 · General Fund	0.00	1,166.67	0.00	2,333.34	14,000.00
7642.1 · Trade Show Travel	0.00	500.00	0.00	1,000.00	6,000.00
<b>Total 7642 · Trade Shows</b>	<b>0.00</b>	<b>1,666.67</b>	<b>0.00</b>	<b>3,333.34</b>	<b>20,000.00</b>
7643 · Website Hosting	0.00	2,166.67	26,000.00	4,333.34	26,000.00
7644 · Printing and Reproduction	239.50	416.67	239.50	833.34	5,000.00
7645 · Special Projects					
7646 · Bids	0.00	4,000.00	0.00	8,000.00	48,000.00
7649 · Visitors Guide	52,492.44	3,583.34	52,492.44	7,166.68	43,000.00
<b>Total 7645 · Special Projects</b>	<b>52,492.44</b>	<b>7,583.34</b>	<b>52,492.44</b>	<b>15,166.68</b>	<b>91,000.00</b>
<b>Total 7600 · Programs</b>	<b>58,937.78</b>	<b>47,307.58</b>	<b>134,780.34</b>	<b>94,615.16</b>	<b>567,680.00</b>
7620 · Meeting programs					
8200 · Admin and General	5,045.39	2,500.00	5,045.39	5,000.00	30,000.00
8202 · Accounting	600.00	1,250.00	1,200.00	2,500.00	15,000.00
8203 · Rent	5,740.36	5,130.00	17,221.08	10,260.00	61,560.00
8204 · Software	27.00	166.67	54.00	333.34	2,000.00
8206 · Hardware	0.00	333.33	0.00	666.66	4,000.00
8210 · Technology Repair & Maintenance	0.00	1,166.67	0.00	2,333.34	14,000.00
8214 · Bank Service Charges	36.90	83.34	72.80	166.68	1,000.00
8214.1 · Bank Fees - Square	8.75		14.80		
8218 · Cash Over/Short	-24.50		45.50		
8225 · Board Expenses	7,530.11	1,083.34	7,530.11	2,166.68	13,000.00
8226 · Leased Equipment	218.67	416.67	692.23	833.34	5,000.00
8230 · Dues/Subscriptions/Memberships	589.63	1,333.34	1,131.96	2,666.68	16,000.00
8234 · Insurance	263.92	1,000.00	5,426.84	2,000.00	12,000.00
8238 · Utilities	470.04	375.00	1,090.64	750.00	4,500.00
8239 · Janitorial / Cleaning	0.00	0.00	0.00	0.00	0.00
8242 · Legal	0.00	416.67	0.00	833.34	5,000.00
8244 · Janitorial/Cleaning	630.00	433.34	1,136.00	866.68	5,200.00
8245 · Retirement Plan Fees/Admin	0.00	183.34	425.00	366.68	2,200.00
8247 · Office Supplies	36.73	458.34	662.36	916.68	5,500.00
8248 · Postage and Delivery	3,025.77	333.34	3,025.77	666.68	4,000.00
8250 · Storage	0.00	195.84	196.75	391.68	2,350.00
8251 · Misc. Office General	64.87	375.00	73.32	750.00	4,500.00
8282 · Travel & Meetings					
8282.10 · Professional Development	0.00	833.34	1.60	1,666.68	10,000.00
8282.11 · EL Hosted Events	0.00	166.67	0.00	333.34	2,000.00
8282.12 · Staff Travel	52.87	500.00	52.87	1,000.00	6,000.00
8282.13 · Meetings	2.30	250.00	14.72	500.00	3,000.00
8282.14 · Staff Employee Benefits	0.00	166.67	0.00	333.34	2,000.00
<b>Total 8282 · Travel &amp; Meetings</b>	<b>55.17</b>	<b>1,916.68</b>	<b>69.19</b>	<b>3,833.36</b>	<b>23,000.00</b>
8283 · Telephone/Internet	1,528.33	958.34	2,122.18	1,916.68	11,500.00
<b>Total 8200 · Admin and General</b>	<b>20,811.75</b>	<b>17,609.25</b>	<b>42,190.53</b>	<b>35,218.50</b>	<b>211,310.00</b>
<b>Total Expense</b>	<b>115,043.99</b>	<b>109,000.17</b>	<b>241,726.58</b>	<b>218,000.34</b>	<b>1,308,000.00</b>
<b>Net Ordinary Income</b>	<b>-113,169.70</b>	<b>-0.15</b>	<b>-239,669.76</b>	<b>-0.30</b>	<b>0.00</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
9020 · Interest Income	168.82		482.46		
<b>Total Other Income</b>	<b>168.82</b>		<b>482.46</b>		

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03/21/23

Accrual Basis

EXPLORE LAWRENCE INC  
Profit & Loss Budget Performance  
February 2023

	Feb 23	Budget	Jan - Feb 23	YTD Budget	Annual Budget
Other Expense					
9510 - Depreciation	446.56		893.12		
Total Other Expense	446.56		893.12		
Net Other Income	-277.74		-410.66		
Net Income	-113,447.44	-0.15	-240,080.42	-0.30	0.00



U.S. Small Business  
Administration



**7724417900**

Explore Lawrence Inc

**Make a Payment**

## Loan Summary

**Make a Payment Now**

SBA Loan Number

**7724417900**

Loan Type

**Disaster COVID-19 Economic Injury**

Loan Status

**Paid in Full**

Loan Maturity Date

**06/18/2050**

Initial Approved Amount

**\$150,000.00**

Current Approved Loan Amount

**\$150,000.00**

Total Undisbursed Amount

**\$0.00**

Outstanding Balance

**\$0.00**

## Primary Borrower Information



Primary Borrower

Explore Lawrence Inc


Primary Phone

(785) 856-5301

Business Type Description


Corporation

Statement Information

 **Electronic Statements**  
Mailed to: **kanspach@explorelawrence.com**  
[Switch to Paper Statements](#)

Interest and Payoff

Interest Rate Charged	2.75%
Daily Interest Accrual	-----
Accrued Interest	-----
Outstanding Interest	\$0.00
Total Interest	-----
Previous Year Interest Paid	-----
Current Year Interest Paid	\$11,109.25
Payoff Date	03/21/2023
Payoff Balance	\$0.00

 Payoff Balances may not reflect in-flight payment transactions you have recently made but have not posted to your account.

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 1-833-572-0502



March 6, 2023

To: Lindsay Hart

CC: Derek Rogers

From: Kim Anspach

Re. eXplore Lawrence – First Quarterly Payment

I respectfully request that the city's first quarterly budget allocation of \$348,000 be made to eXplore Lawrence for convention and visitors bureau operations. Per our 2023 Operating Agreement, the first quarter payment will contain the \$48,000 for our Bid Fund, which will be managed in a separate account to be used for bids on significant events and be allowed to accrue over time.

Let me know if you have any questions

*Sincerely,*

*Kim Anspach*

Kim Anspach  
Executive Director  
eXplore Lawrence



# FEBRUARY 2023 MARKETING REPORT

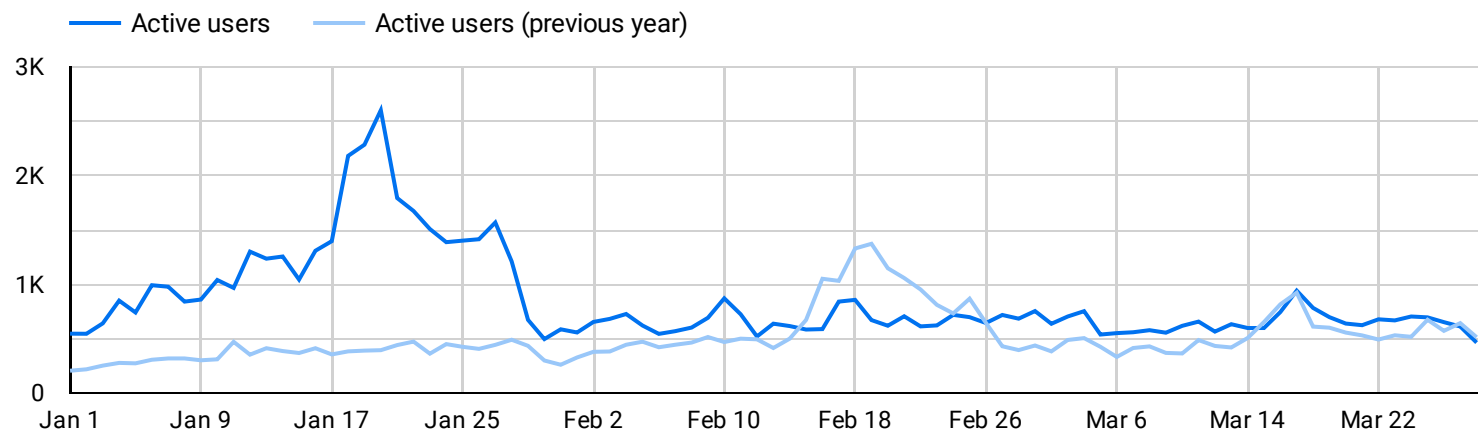
## FEBRUARY MARKETING SUMMARY

February was a great month for launching new content and focusing on marketing strategy for the remainder of the year. With no major events for the month, we focused on Passports and launching new blog content from local experts. We now have 3 local experts blogging for us: Bob Dinsdale - History, Fally Afani - Live Music, and Kelly Barth - Birding. We would love to add a local Foodie expert to the mix. We did not deploy any Digital or Mobile display advertising in February, so it's encouraging to see an increase in organic traffic to our site compared to last year. When we don't have advertising deployed, it gives us a good look at the content that our users desire and helps build a smart content strategy moving forward.

## EXPLORELAWRENCE.COM

Total website users for February were 17,331, a 7.5% increase from the same time period last year. 16,325 of the users were first-time visitors to the site. Each user averaged 8.83 "events" on the site, including page views, scrolls, link clicks, video views, etc. Page views were up more than 15.3% over last year. The most viewed content in February was the Events Calendar, Restaurant Listings, Home Page, Shopping Listings, and Things to do with Kids.

Users	New users	Event count	Event count per user	Views
17,331	16,325	152,509	8.83	65,590
↑ 7.5%	↑ 2.2%	↑ 12.0%	↑ 6.5%	↑ 15.3%

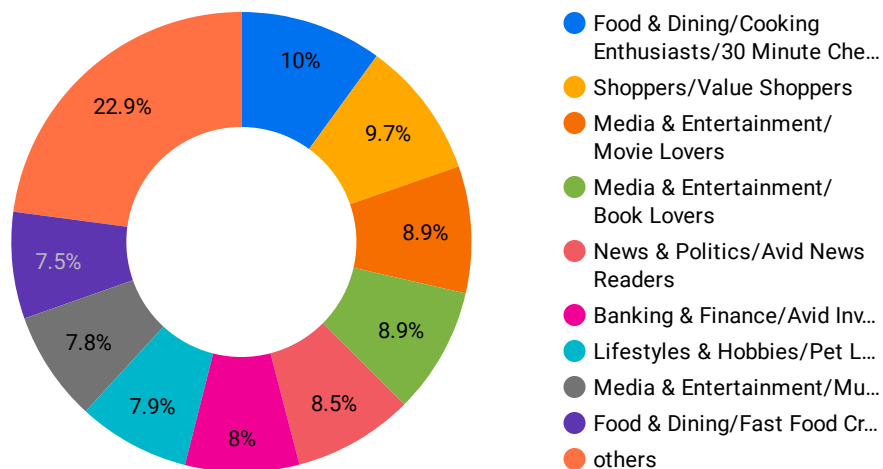
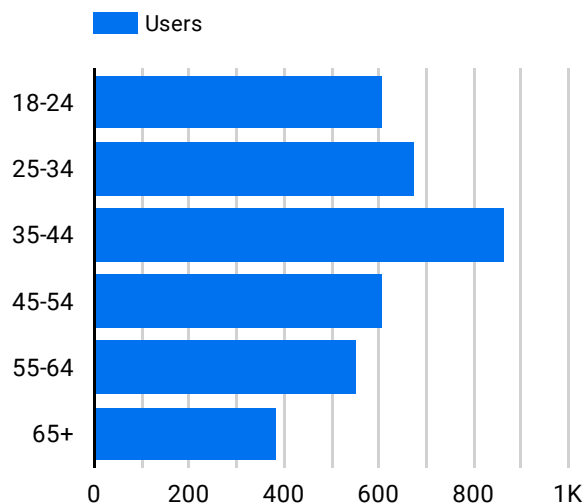
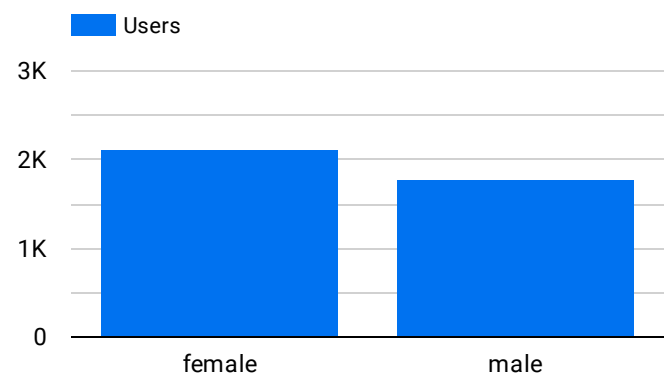
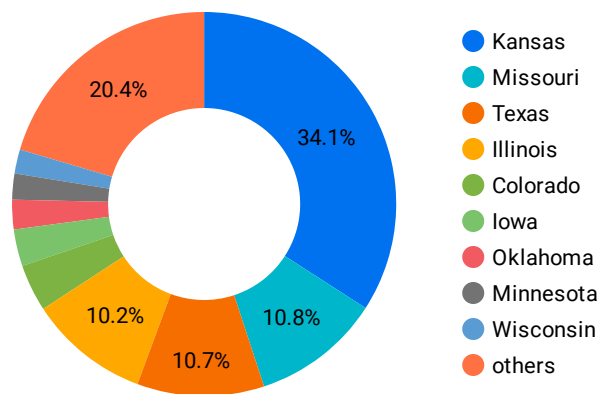


Event name ▾	Event count
view_search_results	146
video_start	78
video_progress	228
video_complete	27
user_engagement	31,953
session_start	22,386
scroll	11,965
page_view	65,590
first_visit	16,330
file_download	50

Page title	Views ▾
Events Calendar - Unmistakably Lawrence	13,853
Eat - Unmistakably Lawrence	5,388
Explore - Unmistakably Lawrence	2,734
Shop - Unmistakably Lawrence	1,810
Kiddos - Unmistakably Lawrence	1,555
Concerts & Live Music	1,288
Lawrence, Kansas Daily Deals. See what's on ...	1,143
See - Unmistakably Lawrence	1,100
Visitors Guide - Unmistakably Lawrence	1,041
26 Reasons to Plan a Visit to Lawrence, Kans...	956

EXPLORELAWRENCE.COM USERS

In February, explorelawrence.com users visited the most from Kansas, Missouri, Texas, Illinois, and Colorado. There were more female than male users. The majority of users were between the ages of 18-54. Users share interests in food and dining, shopping, movies, books, investing, pets, news, and music.



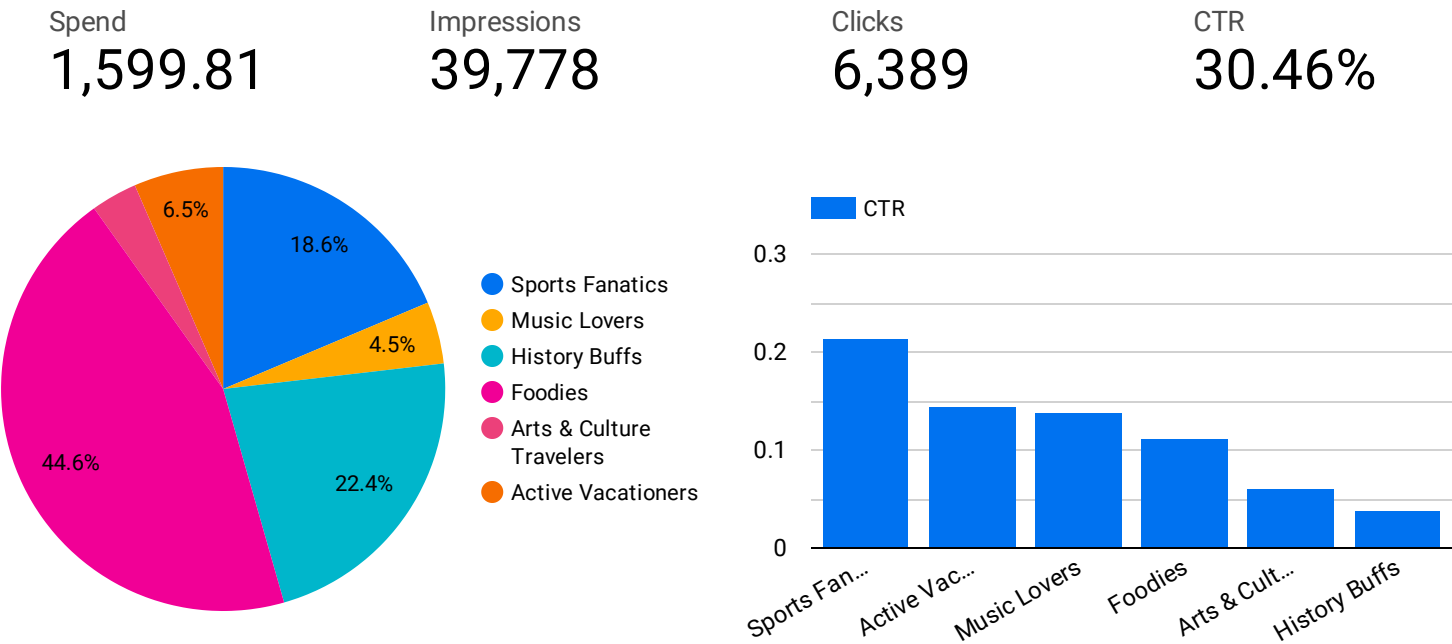
EXPLORELAWRENCE.COM ACQUISITION

The leading traffic channels were organic search, organic social, direct traffic, paid search, and referral traffic. The top traffic sources were Google, Facebook, Bing, and Unmistakably Lawrence e-news

Session default channel grouping	Sessions	Session source	Sessions
Organic Search	12,859	google	14,069
Organic Social	3,668	(direct)	3,279
Direct	3,279	facebook.com	2,739
Paid Search	1,682	m.facebook.com	551
Referral	624	bing	310
Unassigned	238	Unmistakably Lawrence E-News	213
Email	228	l.facebook.com	178
Display	107	yahoo	159
Cross-network	1	ku.edu	135
Paid Other	1	collateral	127

SEARCH ENGINE MARKETING

- Culture & arts travelers and history buffs had the biggest increase in clicks and impressions in February compared to January. The foodie campaign saw a 67% drop from January.
- CPC was up from \$0.15 to \$0.55 MoM. This is because foodie had high search volume and a \$0.12 CPC in January and low search volume with a \$0.59 CPC. \$0.55 is around where a campaign like this usually is, including the other campaigns in the Lawrence account.
- The difference between the search environment in January and February is that January had restaurant week. It really impacted the way people searched!



SOCIAL MEDIA

February's social media activity on Twitter, Instagram, TikTok, YouTube, and Facebook resulted in 223 new fans, 360,025 impressions, and 15,420 post engagements. Popular content included images of the Chiefs Super Bowl celebration in Downtown Lawrence, Winter Birding Blog, Mardi Gras Parade video, John Lewis Waller Blog, and College Gameday Basketball Ticket Giveaway.

Platform	Impressions ▾	Engagements	Video Views	New Followers
Facebook	282,938	13,764	14,203	113
Instagram	62,347	1,245	7,381	102
Twitter	11,518	302	111	-4
YouTube	1,641	32	1,641	3
TikTok	1,581	77	1,581	9

Impressions

360,025

Engagements

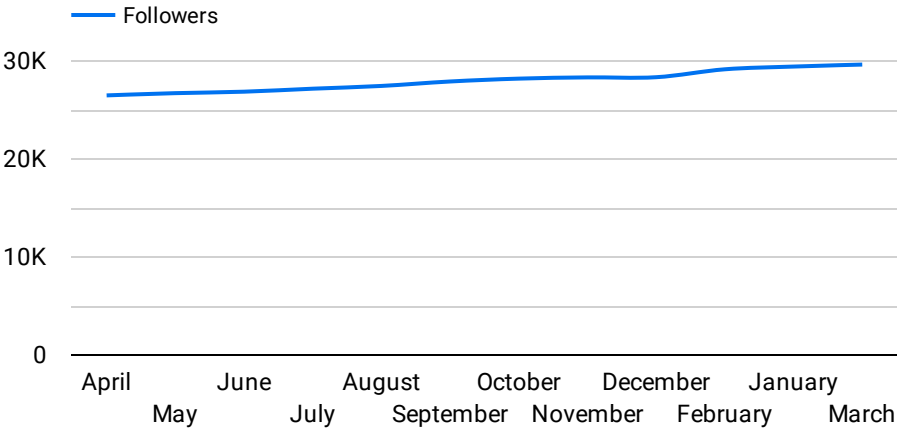
15,420

Video Views

24,917

New Followers

223



YOUTUBE

Top videos in February on the eXplore Lawrence YouTube Channel were our full Vibe Video, the Cradle of Basketball, Why Lawrence? featuring Shiloh, Downtown Shotput, and Why Lawrence? featuring Christina Haswood. These were all organic video views.

Video Title	Views ▾
2016 Downtown Men's Olympic Shot Put HD	272
Why Lawrence? Shiloh "Shy" at Haskell Memorial Stadium in La...	100
Welcome to Unmistakably Lawrence, Kansas	93
No Free Lunches at 23rd Street Brewery	60
Why Lawrence? Christina at Haskell Indian Nations University	59
The Cradle of Basketball HD	56
Why Lawrence? Marla at Marla Quilts African American Quilt Mu...	28
Why Lawrence? Justin at River Rat Print and Skate	25
Why Lawrence? Deja Brooks	25

ENEWS

The February leisure e-blast was sent to 4,617 recipients. 1,598 recipients opened the email, and there were 271 clicks on links within the email. The most popular content was February Live Music, Romantic Getaways, and our Calendar of Events.

Recipients  
4,617

Opens  
1,598

Clicks  
271

Link	Clicks ▾
February Live Music	74
Romantic Getaways	51
Events Calendar	25
No Free Lunches - 23rd Street Brewery	21
Lviv National Philharmonic Orchestra of Ukraine	18
Kaw Valley Seed Fair	15
Langston Hughes	12
Lola Valentine's Day Art Market	10
Queer Prom	9
School of Rock the Musical	7

LAWRENCE PASSPORTS

The Lawrence Bucket List had 35 new pass sign-ups and 43 check-ins in February. 2 offers were redeemed, and 15 new users opted in to receive our emails. The getaway package for the Lawrence Bucket List pass has increased Lawrence Bucket List activity in March. The Kaw Valley Craft Pass had 62 new pass sign-ups, 106 check-ins, 15 offer redemption, and 28 new users opted in to receive our emails. We promoted the Kaw Valley Craft Pass with a table at the Kansas Craft Brew Expo.

Pass ▾	Pass Sign-ups	Check-ins	Offer Redemptions	Email Opt-ins
1.. Lawrence Bucket List	35	43	1	15
2.. Kaw Valley Craft Pass	62	106	15	28

### SOCIAL MEDIA ADVERTISING

Ads on Facebook and Instagram promoted No Free Lunches, the 2023 Visitors Guide, Local Expert Blogs, and our College Gameday Giveaway. These ads resulted in 234,123 impressions and 67,170 results, including link clicks, video views, and event responses.

Campaign	Impressions	Results	Results Rate...	Cost Per Res...
No Free Lunches - Breweries	94,890	62,749	65.840%	\$2.15
Post: "*GIVEAWAY*"	1,767	204	11.540%	\$0.11
Live Music Blog 2023	10,200	488	4.780%	\$0.19
Post: "Introducing our new seasonal blog series all..."	12,856	257	2.000%	\$0.19
Post: "Today's the perfect day to plan your next trip to..."	31,464	620	1.970%	\$0.17
2023 Lawrence Visitors Guide	36,117	674	1.870%	\$0.22
Post: "Check out the latest blog post from local..."	33,431	573	1.710%	\$0.24
Post: "No Free Lunches returns with this special episode..."	13,398	1,605	1.200%	\$0.25

### EARNED MEDIA

eXplore Lawrence is using Meltwater to monitor tourism-related mentions in the news. In February, there were 71 media mentions about Lawrence as a destination and its visitor assets, with a potential reach of 970 million. The top sources based on reach were msn.com, SportsKeeda, AOL.com, and the Kansas City Star. The Lawrence Journal-World produced the most number of mentions. The tourism organizations with the most mentions were the University of Kansas, Spencer Museum of Art, Haskell Indian Nations University, and the Dole Institute of Politics.

Mentions

71

Potential Reach

970,000,000

	Publication	Reach ▾
1.	msn.com	86,000,000
2.	SportsKeeda	46,700,000
3.	AOL.com	16,700,000
4.	The Kansas City Star	10,900,000
5.	A-Z Animals	7,640,000

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	Top Entities Mentioned	Count ▾
1.	Lawrence	44
2.	Kansas	27
3.	Kansas City	16
4.	University of Kansas	13
5.	Missouri	13
6.	Allen Fieldhouse	13
7.	Texas	12
8.	Kentucky	12

1 - 8 / 8 < >

	Article	Source	Mentions	Reach ▾	Social Echo
1.	Lawrence, Kansas: My Unmistakab...	msn.com	Haskell Indian Nations University, H...	216,000,000	0
2.	Horsefeather: The 'Nonsense' Whis...	msn.com	Massachusetts Street	216,000,000	0
3.	We've found the most stunning lak...	msn.com	Clinton Lake	216,000,000	0
4.	See Lions to Mountain Lions: Wildli...	msn.com	Prairei Park Nature Center	212,000,000	0
5.	Skinny Puppy Tour: 2023	Sportskeeda	Liberty Hall	46,700,000	0
6.	KU Basketball to host ESPN Colleg...	AOL News	Allen Fieldhouse, David Booth Kans...	16,700,000	0
7.	With a Pistol and a Radio, the Com...	The Epoch Ti...	Haskell Indian Nations University	12,100,000	17
8.	Cherry Blossoms in Mlssouri: Whe...	A-Z Animals	Watkins Museum of History	7,640,000	16
9.	Black History in the making: Where...	The Kansas C...	Dole Institute of Politics	2,740,000	14

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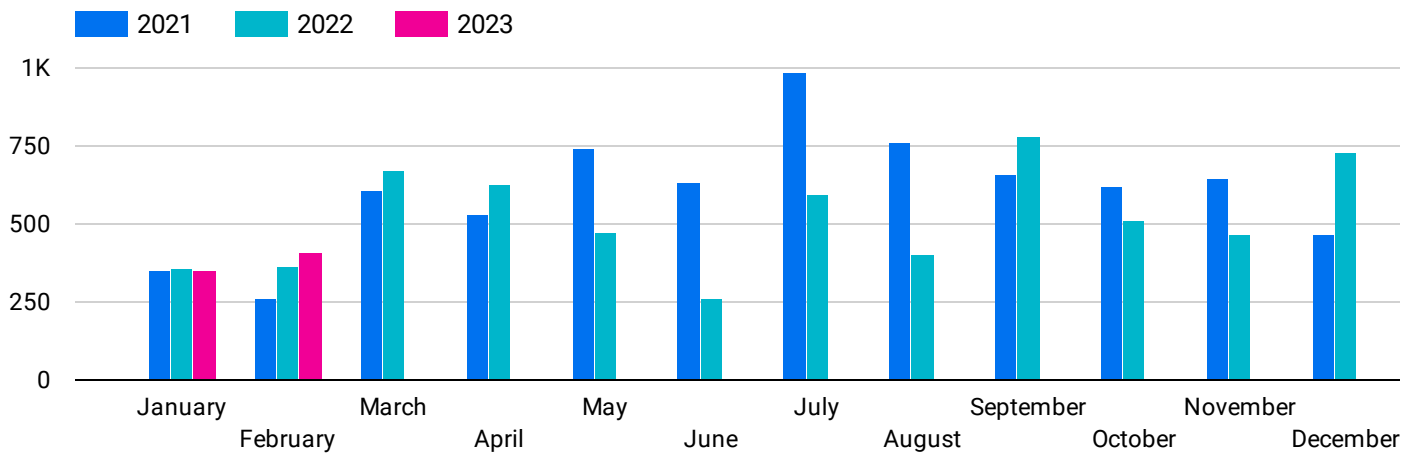


# FEBRUARY 2023 VISITOR CENTER REPORT

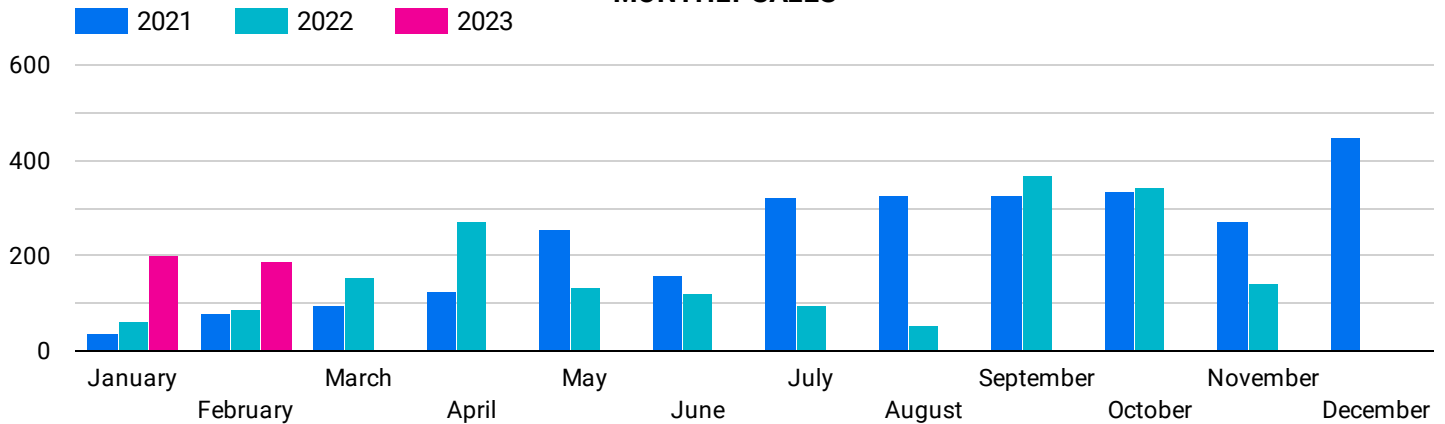
## FEBRUARY VISITOR CENTER SUMMARY

We saw a nice increase in Visitors Center foot traffic in February. We had 410 visitors which is 53 more than last year in February, and 58 more than last month January. Sales were similar in February to January, but more than doubled February 2022 sales. Unmistakably Lawrence T-shirts, magnets, and postcards were the most popular items. We are looking forward to more custom retail items in April. There were 135 new events added to the Calendar of Events in February. Partners entered 33%, and EL Staff entered the rest. Visitors Center staff gave 43 referrals to 24 partner businesses in February.

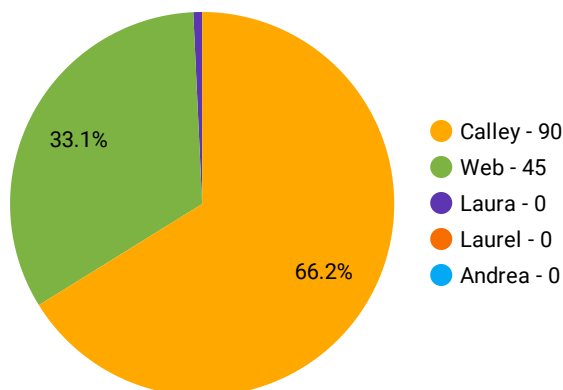
## VISITORS CENTER WALK-INS



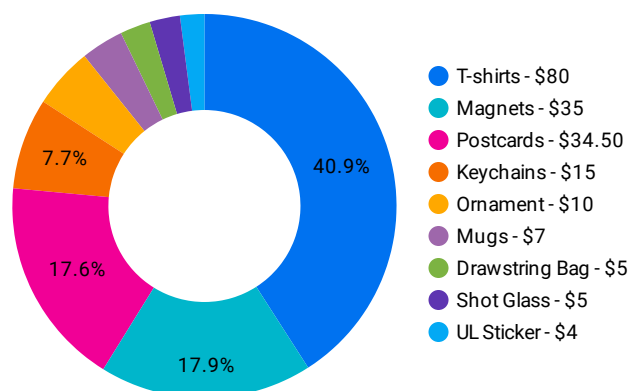
## MONTHLY SALES



## CALENDAR OF EVENT ENTRIES



## PRODUCT SALES

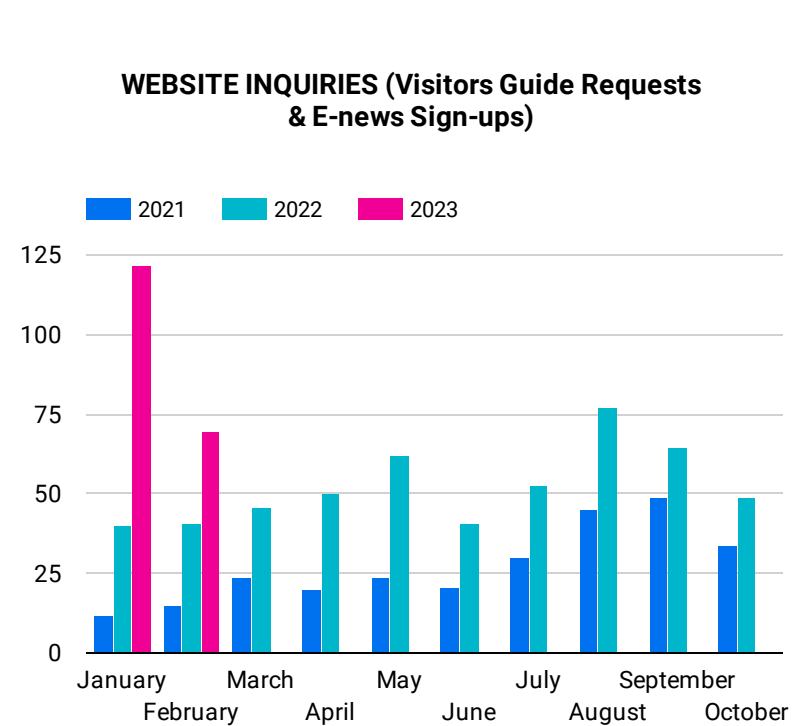


## VISITORS CENTER PARTNER REFERRALS

	Account Name	December ▾
1.	null	43
2.	Watkins Museum of History	5
3.	Zen Zero	4
4.	Free State Brewing Co.	3
5.	Merchants Pub & Plate	3
6.	Ruff House Paperie	3
7.	LiMESTONE PKB	2
8.	Lawrence Beer Company	2
9.	Debruce Center	2
10.	Black Stag Brewery	2
11.	The Burger Stand at the Casbah	2
12.	Clinton Lake	2
13.	Encore Café	1
14.	KU Visitors Center	1
15.	Brits	1
16.	KU Natural History Museum	1
17.	Sylas & Maddy's Homemade Ice Cream	1
18.	Jefferson's	1
19.	Wonder Fair	1
20.	Striped Cow	1
21.	Spencer Museum of Art	1
22.	Pet World	1
23.	Fields & Ivy Brewery	1
24.	Cold Stone Creamery	1
25.	au Marché	1

WEBSITE INQUIRIES

The Visitors Center fulfills requests for Visitors Guides that come through the website. In February, there were 70 website inquiries for Visitors Guides and/or e-newsletter sign-ups. Visitors are asked about their interests when they request information. The most popular interests in February were Events, Food, Arts & Culture, Shopping, and History.



WEBSITE INQUIRIES - INTERESTS

	Interest	Count
1.	Events	52
2.	Food	48
3.	Arts/Culture	48
4.	Shopping	38
5.	History	37
6.	Recreation	28
7.	Basketball	25
8.	Family	23
9.	Haunted	21
10.	Universities	18
11.	Wellness	17
12.	Agri-Tourism	14

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GROUP ORDERS

The Visitors Center is currently fulfilling requests for materials for groups. In January we serviced 7 groups with materials. Through those orders we supplied more than 500 Visitors Guides plus other materials like maps, tour brochures, bags, pens, stickers, and notepads

GROUP ORDERS FULFILLED

Client	Visitors Guides	UL Map Pad	Stickers	Pens	Notepads	Bags	Tour Brochures
1... Lawrence Chamber	250	0	250	250	0	0	0
2... Doubletree by Hilton	0	5	40	0	40	0	0
3... Kaw Valley Bridge Club	0	0	0	18	18	18	0
4... Lawrence Public Library	0	0	1	0	0	0	2

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## **FEBRUARY 2023 Board Report – SALES**

### **Highlights**

- Currently sitting at 37% of our lead goals of bringing in 65 leads
- Currently sitting at %50 of our estimated room revenue (3 million goal)

### **LEADS from outsources**

- C Vent - received 15 leads from c-vent ALL sent to ONLY KC Hotels – Meeting with Anne (Cvent) on 11<sup>th</sup>. Why are RFP's not going directly to Hotels and Why is EL receiving RFP if ONLY requesting certain regions of KC.
- Laura has been separately emailing all C-Vent planners "WHY NOT LAWRENCE" and sending them an overview of what Lawrence has to offer. I have heard back from 1 planner. Keeping contacts and information for future prospecting and possible C-Vent FAM Trip in Summer 2023.
- Laura can see SOME of the other Hotels responses and knows that Lawrence can offer same or better rates than KC.

### **Accomplishments**

- Destination State House – Kim, Laura, Andrea
- Barber Shop Cuttin up at Venue 1235 – Swag and Tabled
- Sports Kansas Meeting in Topeka
- LMH Founders Awards Dinner
- Chambers After hours at Black Hills Energy
- Ribbon Cutting for Lawrence Home Show
- Mardi Gras Parade
- Spencer Museum Tour
- Meeting with Kendra and Laura Hamilton – Jayhawk Hospitality
- Swag Bags for Kansas Realtors PAC 9 at the Oread
- Strategic Planning for 2 days with Coneflower Consultants
- Planning CSI Flint Hills with Planners at Treanor Arch
- Planned all KU Tours with Jayhawk Hospitality
- Met with Tim Byers (KU Relays) –
- On Interview Committee for DOS Jayhawk Hospitality – Hired Laura Hamilton
- Chamber Leadership Luncheon at Abe and Jakes

**\*\* Training Amy Schmidt Cowardin – New hire February 20, 2023**

## **TRAINING**

- Simpleview
- C-Vent – Additional training scheduled for April 11<sup>th</sup>.

## **TOURS**

- Circle S Ranch
- Venue 1235
- Springhill Suites Event Space

## **FEBRUARY EVENTS**

### **Heart of America VB at SPL**

Various

Feb 4 – 6

Feb 11 – 13

Feb 18 – 20

Feb 25 – 27

### **Region 9 Kansas Realtors**

Oread

Feb 25 – 27

(Serviced provided)

### **Cutting up Barbers**

Springhill

Feb 4 – 6

(Services provided)

### **NCHC – Basketball**

Stone Hill – Hampton

Feb 23 - 25

### **Bandmasters**

Springhill Suites ++

Feb 27 – March 2 (Services provided)

### **Michigan State Band**

Oread

Feb 26 – March 1 (Services Provided)

### **Army Band**

Springhill Suites

Feb 26 – March 1 (Services Provided)

### **ESPN – College Game Day Hoops**

Holiday Inn Exp

Feb 15 – 19

Stone Hill



## Incentive Guidelines – 2023

### SUNDAY – THURSDAY - Room Blocks

#### Qualifications and Conditions :

- Must be “New Business” or “Re-Claimed Lost Business”
- Must encompass Sunday – Thursday business
- **No minimum number of Room** nights required
- Contracts must be signed and returned to Hotels
- Copy of signed contract returned to Explore Lawrence
- Incentive form signed by Explore Lawrence and Planner on file
- Incentive will be based on City Availability
- Current W-9 must be on file with Explore Lawrence

#### Explore Lawrence will :

- Offer 5% - 10% per room (percentage will be agreed upon prior to contracting)
- Send check to planner 30 – 60 days post event (after pick-up reports have been tallied) – Only picked-up/actualized rooms
- Continue to offer support to incoming planner/event by providing services and information.

#### Benefits :

- Groups will have to book through Hotel Room blocks to identify all eligible rooms.
- Everyone qualifies for the same incentive.  
Corporations/Associations/SMERF/Sports
- Monies will not be paid until pick-up reports are finalized
- Higher rates will benefit higher return.



## Incentive Guidelines – 2023

### Friday/Saturday – Room Blocks

#### Qualifications and Conditions :

- Must be “New Business” or “Re-Claimed Lost Business”
- Encompass Friday - Saturday business
- **Must Book > 30 Room nights**
- Contracts must be signed and returned to Hotels
- Copy of signed contract returned to Explore Lawrence
- Incentive form signed by Explore Lawrence and Planner on file
- Incentive will be based on City Availability
- Current W-9 must be on file with Explore Lawrence

#### Explore Lawrence will :

- Offer 3% per room
- Send check to planner 30 – 60 days post event (after pick-up reports have been tallied) Only picked-up/actualized rooms
- Continue to offer support to incoming planner/event by providing services and information

#### Benefits :

- Groups will have to book through Hotel Room blocks to identify all eligible rooms.
- Everyone is offered the same incentive, Corporations/Associations/SMERF/Sports
- Monies will not be paid until pick-up reports are finalized
- Higher rates will benefit higher return



## Explore Lawrence Proposal

812 Massachusetts  
Lawrence, KS



This proposal is based on a site visit on 3/2/23 and the verbal description of the scope of work. This proposal includes all permitting cost, project management, and architectural design cost for the work included below. I have broken the scope of work apart into two options. The first option is for the ADA powered operable doors and the second is to move the front desk to the back, add two cabinets at the storefront and associated work.

Prepared by: Jesse Torneden | Custom Builders LLC  
Revision #1 | 3/14/23

**Scope of work for the two ADA operable doors:**

1. Install power to the front storefront door using exposed conduit from a close outlet
2. Install power to the restroom door running wires inside of the walls
3. Patch and repair sheetrock as needed above
4. Paint wall inside restroom (inside corner to inside corner)
5. Install MAR-S-39 Motion Access, Raven, Swing Operator and associated buttons and hardware at both the restroom and storefront doors
6. Clean areas around construction activities

**Scope of work for the new cabinets and front desk relocation:**

1. Install a floor outlet and data box along the east side of the building
2. Remove data boxes at the existing front desk location – leaving floor outlet boxes
3. Replace flooring tiles at the two data box locations with flooring provided by owner
4. Relocate TV bracket and TV (higher on east wall)
5. Relocate an outlet for new TV location and install outlet covers over existing outlets
6. Provide and install plastic laminate door cabinets on both sides of the storefront door with plastic laminate tops in standard colors
7. Clean areas around construction activities

**Deduct option #1:**

1. Remove the PL cabinets and tops at the store front and install labor
2. Remove the vinyl base at the front cabinets

**Exclusions**

1. Any work not mentioned above
2. Moving of furniture
3. All bonds, builders, risk and owners liability insurance
4. All electrical not mentioned above or behind unexposed walls
5. Any work not mentioned above, in the basement, and on the exterior of the building
6. Any storefront repair or replacement
7. Third party testing/inspections/engineering

**Notes:**

- The restroom door operator is a difficult system with very few options available for a locking operable door
- Due to extreme material shortages and market volatility, manufacturers and suppliers cannot guarantee pricing or shipping dates on some materials. We will do our best to utilize materials that are in stock or have reasonable shipping dates and will communicate openly when there are problems
- A permit will be required from the City of Lawrence along with construction drawings. These costs are included in this proposal
- Any deficiencies or unforeseen issues found during the course of work pertaining to framing, substrate, plumbing, electrical, mechanical, masonry, or detection of moisture, will be brought to the

**JOB NAME:** Explore Lawrence

**JOB LOCATION:** 814 Mass.

Lawrence, KS 66044

owner's attention - Any scope or cost associated with changes will be proposed with a change order generated by Custom Builders

- Custom Builders will manage all subcontract contracts
- Owner will allow right of way use for parking, lift equipment, dumpsters, and other work-related equipment
- All taxes included

Explore Lawrence				Total
ADA Doors	Above specified scope of work			\$10,504
Cabinets	Above specified scope of work			\$8,810
Deduct #1	Above specified deduct for removing cabinets	Deduct	\$4,850	

ADA Doors      Yes ☐ No ☐

Cabinets        Yes ☐ No ☐

Deduct #1      Yes ☐ No ☐

We propose hereby to furnish material and labor complete in accordance with the above specifications.

Write total from above to confirm selection \$ \_\_\_\_\_ Initial \_\_\_\_\_

### Technical Proposal

Custom Builders proposes to provide construction services for the project at the project location and in a safe manner. Custom Builders will provide management onsite to provide communication between owner and subcontractors. All Custom Builder's team members will focus on project details, quality, and safety throughout the process.

### Environmental Health and Safety

Custom Builders will abide by OSHA guidelines for health and safety.

### Validity Date

Budgetary proposal is valid thru May 1, 2023

### Payment

Payments due to Custom Builders in the form of **Progress Payments**: On or before the 25th day of each month Custom Builders will submit a written requisition for payment showing an itemized estimate of work performed.

Invoices will be submitted monthly by email. Invoices will be calculated by percentage of work completed. Undisputed invoice payments will be due within 30 days. Disputes must be submitted in writing within 15 days of invoice. If no dispute arises, payment is due within 30 days of invoice.

**JOB NAME:** Explore Lawrence

**JOB LOCATION:** 814 Mass.

Lawrence, KS 66044

**Authorized Individual**

*Jesse Torneden*

*Jtor85@gmail.com*

*785.218.0039*



**3/7/23**

Kansas Department of Commerce  
State Park Revitalization and Investment in Notable Tourism (SPRINT) Grant Program

Dear Grant Review Committee:

I am writing to express my enthusiastic support for Theatre Lawrence's SPRINT Grant application. Theatre Lawrence is data proven regional attraction welcoming visitors from 41 Kansas Counties, 31 States, and 7 countries, with over 104,000 visitors in 2022.

The proposed addition is part of the original 2012 concept for the purpose-built Theatre complex. The 35,000 sq ft complex was completed in 2013, resulting in a stunning, state-of-the-art facility that has been a cultural hub and regional attraction since its opening. As part of the original design and concept, this project is ready to begin as soon as funds are secured and will create more versatility for the entire building allowing more performances, entertainment options, and even meeting spaces. Theatre Lawrence already has established partnerships with neighboring hotels, and the increased space will encourage more weekday activity, which is a priority for eXplore Lawrence.

Theatre Lawrence will also provide unique experiences with the expansion's additional flexibility. The new space will offer the possibility of dinner theatre shows, increasing its attraction for visitors, while evening cabarets and improv shows will attract younger audiences from across the region. Space will also be available for private pre-show cocktail parties or dinners for bus tours and groups. Theatre Lawrence will also be able to offer and create new regional festivals for area playwrights. The New Play Festival will highlight original works and promote regional talent.

I urge you to fund Theatre Lawrence's request. The Black Box Theatre will help this vital cultural and regional attraction evolve its programming and attract more visitors to Northeast Kansas.

I appreciate your consideration.

For the Spirited and To the Stars,

*Kimberlee Anspach*

Kimberlee Anspach  
Executive Director  
eXplore Lawrence



**3/7/23**

Kansas Department of Commerce  
State Park Revitalization and Investment in Notable Tourism (SPRINT) Grant Program

Dear Grant Review Committee:

With great enthusiasm, I am writing to support The Watkins Museum's application for the SPRINT Grant. The Watkins Museum is a primary cultural anchor in downtown Lawrence, Kansas, a community that takes pride in its history. Through the museum's efforts, residents and visitors can explore the history of our area in a lively and engaging way.

Over the past ten years, the Watkins Museum has undertaken a concerted effort to re-engage the public and revitalize the museum's visitor experience. The museum has achieved significant attendance growth over this period due primarily to an expanded effort to engage the public through new exhibits and community-focused programs, performances, lectures, and events. Through its public programs, The Watkins Museum connects with a larger and more diverse audience and explores issues important to the community today. Exhibits link the past to Douglas County as it exists today, highlighting how the past shapes the present and how "ordinary" citizens have made a difference throughout our history. Visitors to the museum often make a personal connection with history and our region.

The Watkins Museum is an asset to the community and a valuable partner in our efforts to highlight local history and engage heritage tourists. The capital improvements proposed for the Watkins Museum will enhance its efforts to increase public engagement with Douglas County's heritage and its effectiveness as a downtown Lawrence cultural destination and a regional tourism asset.

I respectfully ask the committee to fully fund the requested enhancements to ensure the Watkins continues thriving as a Northeast Kansas cultural destination for generations.

I appreciate your consideration.

For the Spirited and To the Stars,

*Kimberlee Anspach*

Kimberlee Anspach  
Executive Director  
eXplore Lawrence



**3/7/23**

Kansas Department of Commerce  
State Park Revitalization and Investment in Notable Tourism (SPRINT) Grant Program

Dear Grant Review Committee:

I am writing to enthusiastically support the City of Baldwin City's application to the SPRINT Grant program. The proposed project will increase tourism-related economic development County-wide by creating a new destination with an expansion of the Lumberyard Arts Center.

Baldwin City boasts rich historical attractions, including Black Jack Battlefield, Santa Fe Trail Ruts, Baker University, and Midland Railway Depot. Combining this robust cultural heritage tourism presence with this development entices visitors to shop, eat and play in downtown Baldwin City. Baldwin City is creating one-of-a-kind of tourist adventure day trip. Day travel continues to be a critical post-pandemic tourism activity in the state. Douglas County's rich cultural heritage attractions add tremendous value to day trippers wishing to explore Northeast Kansas. Explore Lawrence is committed to partnering with the City of Baldwin City and the Lumberyard Arts Center to market and promote this new creative tourism endeavor.

This project impacts tourism growth, creating a catalytic impact. Expanding the Lumberyard Arts Center will positively affect their ability to generate meaningful creative arts programming daily and weekend entertainment events drawing in visitors. eXplore Lawrence is Douglas County's premier destination management organization, and we lead by collaboration and connection with all of our communities to build a vibrant tourism industry.

I urge you to fund the Lumberyard Arts application for SPRINT funds to help develop a more vibrant Douglas County.

I appreciate your consideration.

For the Spirited and To the Stars,

*Kimberlee Anspach*

Kimberlee Anspach  
Executive Director  
eXplore Lawrence



**3/7/23**

Kansas Department of Commerce  
State Park Revitalization and Investment in Notable Tourism (SPRINT) Grant Program

Dear Grant Review Committee:

I am expressing my strong support for Historic Lecompton's SPRINT grant application. The Territorial Capitol Museum is a vital part of Kansas' story. Adding new exhibit space will help preserve this story and enhance the visitor experience at the museum.

Territorial Capital Museum symbolizes the rich History of Kansas and the country as a whole. It promotes discovery about the events that shaped our community and nation. Promoting our Bleeding Kansas History to visitors is impossible without Lecompton, where slavery began to die.

Lecompton is a destination for Civil War historians and history buffs. They regularly welcome groups from across the nation and internationally who want to learn more about this period in American History. They also are fantastic regional collaborators and frequently work with other regional attractions to create comprehensive Bleeding Kansas Itineraries. Their unique story attracts visitors, travel writers, and historians.

I urge you to fund the application The Lecopmton Historical Society put forth. The construction of a new structure will enhance their ability to interpret this unique History and promote the entire region to history and heritage travelers. With additional parking space, their ability to host bus tours and large groups is expanded and will spur more exploration throughout the state.

I appreciate your consideration.

For the Spirited and To the Stars,

*Kimberlee Anspach*

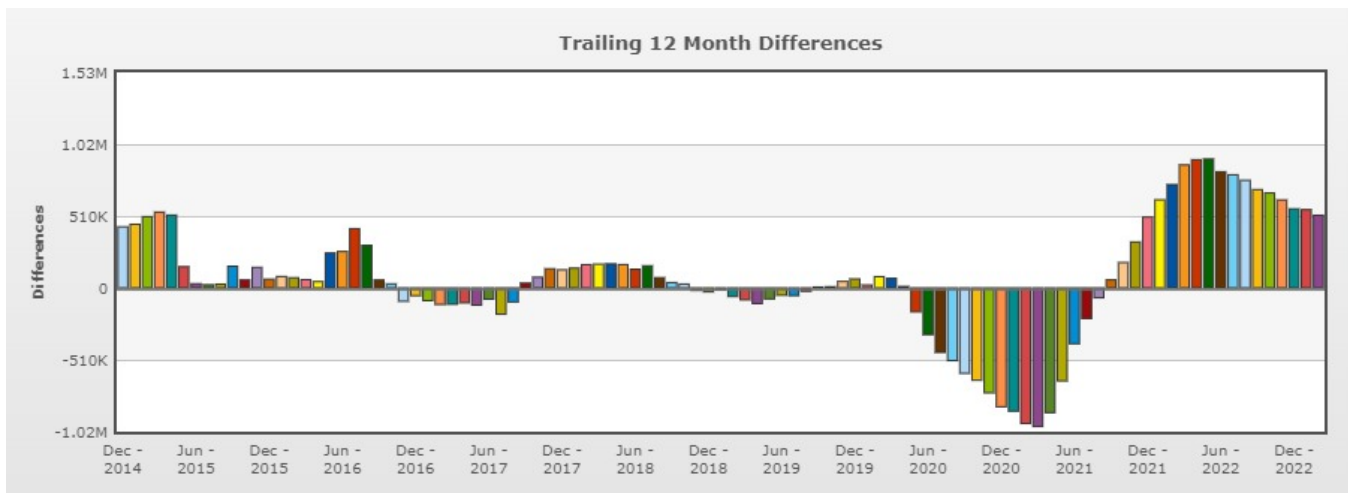
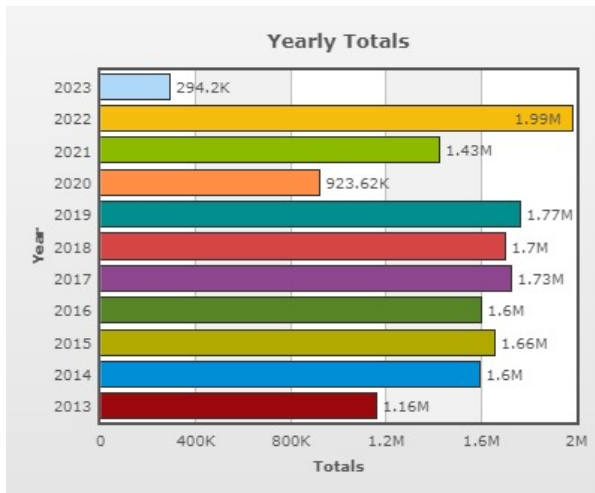
Kimberlee Anspach  
Executive Director  
eXplore Lawrence





Month	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2022/2023 % change
January	75,379	65,431	73,828	101,382	93,738	98,184	118,323	95,446	41,690	111,162	174,977	57.41%
February	69,236	46,262	77,086	99,205	94,007	113,533	84,797	115,542	58,116	108,425	119,220	9.96%
March	80,486	71,663	95,280	105,298	116,791	132,019	123,763	103,118	61,061	158,537	0	
<b>Qtr 1</b>	<b>225,101</b>	<b>183,356</b>	<b>246,194</b>	<b>305,885</b>	<b>304,536</b>	<b>343,736</b>	<b>326,883</b>	<b>314,106</b>	<b>160,867</b>	<b>378,124</b>	<b>294,197</b>	<b>33.98%</b>
April	74,396	109,986	124,152	124,594	134,997	147,412	133,185	61,358	87,896	151,582	0	
May	123,298	308,157	126,642	147,762	152,491	152,041	184,797	37,870	116,471	199,887	0	
June	126,460	215,298	183,250	161,930	183,216	171,487	185,634	38,022	154,237	180,085	0	
<b>Qtr 2</b>	<b>324,154</b>	<b>633,441</b>	<b>434,044</b>	<b>434,286</b>	<b>470,704</b>	<b>470,940</b>	<b>503,616</b>	<b>137,250</b>	<b>358,604</b>	<b>531,554</b>	<b>0</b>	
July	151,194	97,830	37,085	138,574	133,188	152,087	168,245	58,308	127,254	174,977	0	
August	71,944	139,165	211,166	164,378	204,992	161,411	149,099	78,147	154,104	190,619	0	
September	83,284	95,602	235,022	128,957	155,957	148,506	170,578	102,374	161,468	154,860	0	
<b>Qtr 3</b>	<b>306,422</b>	<b>332,597</b>	<b>483,273</b>	<b>431,909</b>	<b>494,137</b>	<b>462,004</b>	<b>487,922</b>	<b>238,829</b>	<b>442,826</b>	<b>520,456</b>	<b>0</b>	
October	126,849	211,198	197,756	156,868	157,890	148,412	140,822	83,871	150,112	191,637	0	
November	88,763	88,345	177,325	142,512	167,915	147,600	164,907	93,603	167,993	193,553	0	
December	90,707	146,836	119,115	131,421	136,028	130,316	142,582	55,963	145,672	171,800	0	
<b>Qtr 4</b>	<b>306,319</b>	<b>446,379</b>	<b>494,196</b>	<b>430,801</b>	<b>461,833</b>	<b>426,328</b>	<b>448,311</b>	<b>233,437</b>	<b>463,777</b>	<b>556,990</b>	<b>0</b>	
<b>Year Totals:</b>	<b>1,161,996</b>	<b>1,595,773</b>	<b>1,657,707</b>	<b>1,602,881</b>	<b>1,731,210</b>	<b>1,703,008</b>	<b>1,766,732</b>	<b>923,622</b>	<b>1,426,074</b>	<b>1,987,124</b>	<b>294,197</b>	<b>33.98%</b>

\*\* Transient Guest Tax increased from 5 to 6% in January of 2010





# FEBRUARY 2023 LODGING REPORT

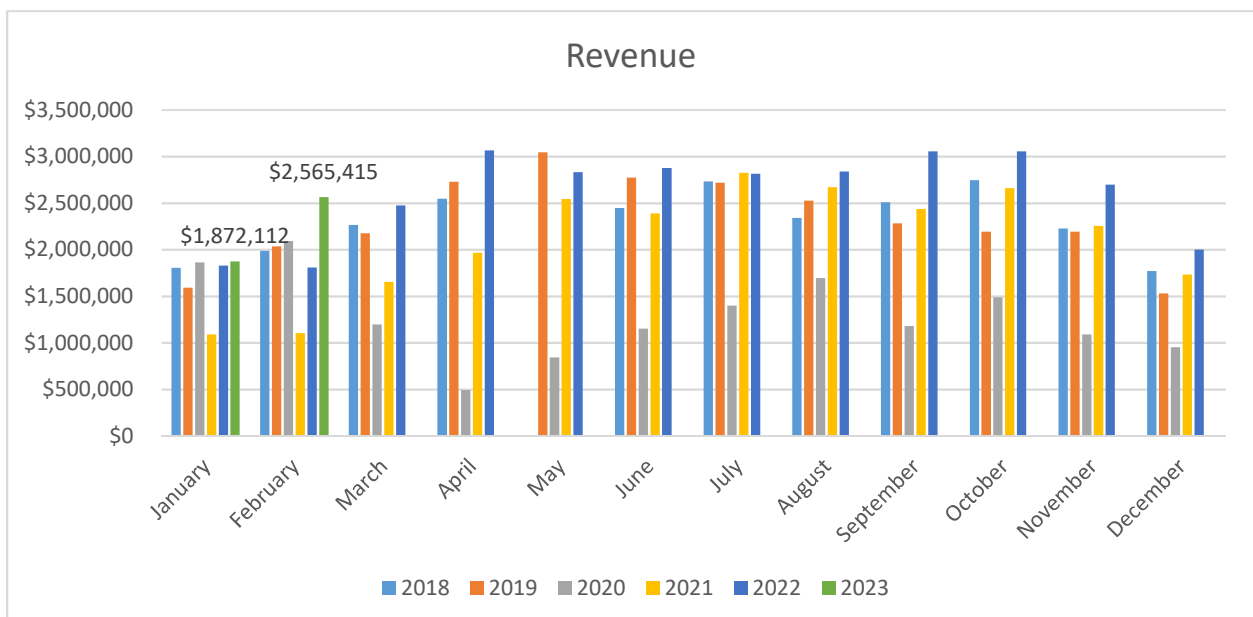
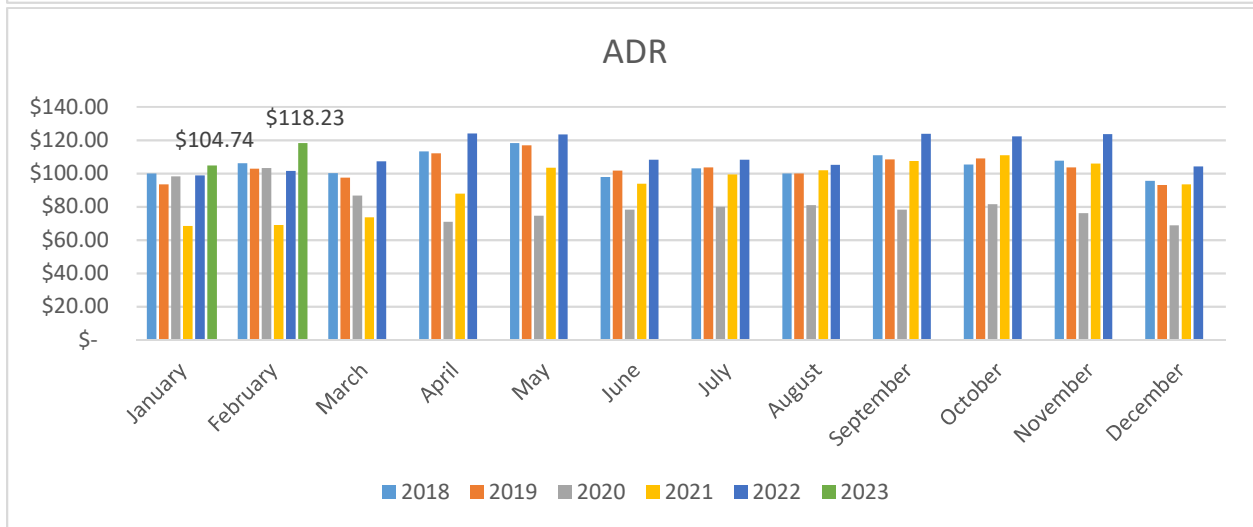
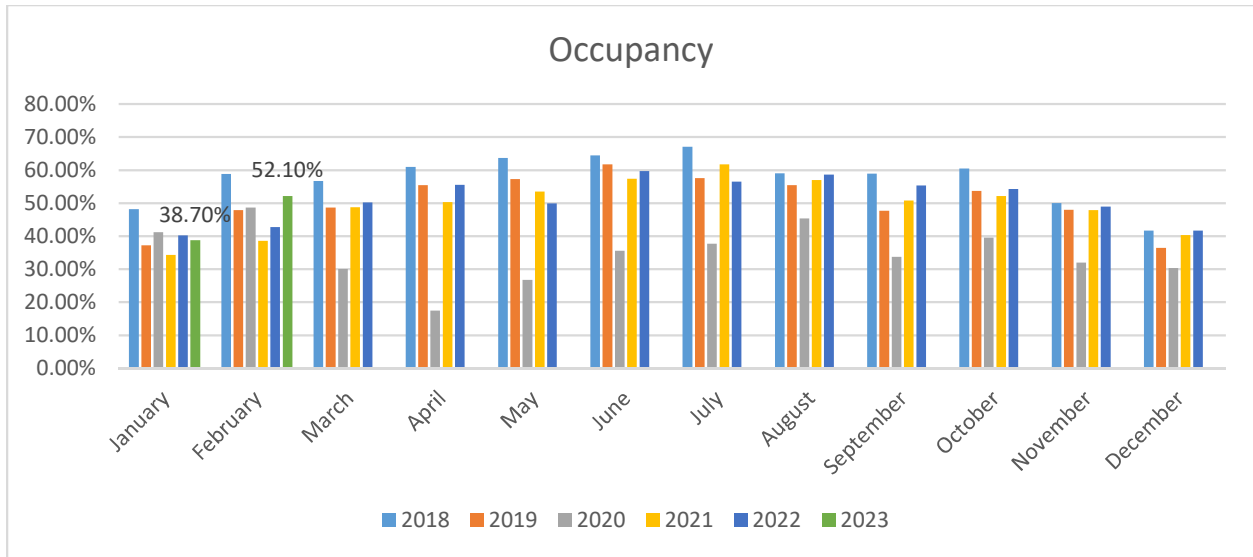
eXplore Lawrence has contracted with STR, Inc., a leading lodging industry research company, to provide monthly and annual lodging data for Lawrence, Kansas. The following report provides an analysis of the city.

There are six major areas of analysis contained in this report:

- 1) Occupancy Percent: Reflects the percentage of rooms occupied
- 2) Average Daily Rate (ADR): Reflects the average rate paid for rooms sold
- 3) RevPAR: Reflects the revenue per available room
- 4) Room Supply: Reflects the number of rooms available
- 5) Room Demand: Reflects the number of rooms sold
- 6) Room Revenue: Reflects the amount of revenue collected



Year over Year comparison. For internal use only.



# Request for City Manager's Signature

Please complete this form and attach it to any contracts, agreements, etc. which need the city manager's signature.

Brief description of document (include project number if applicable):

On February 7, 2023, the City Commission authorized the City Manager to enter into an agreement with the following outside agencies for use of 2023 TGT funds:

- eXplore Lawrence, Inc. \$ 1,248,600

## PLEASE ROUTE IN THE ORDER LISTED:

Document sent by: Lindsay Hart

Department: Parks & Recreation

Please return to: Lindsay Hart

Return by (date): March 6, 2023

Does this document require City Commission approval? Yes

Date of City Commission approval: February 7, 2023

Does this have an Accounts Receivable Item? No

**CITY ATTORNEY'S OFFICE REVIEW:** RFL MARCH 3, 2023

**FINANCE DEPARTMENT REVIEW:** EP 3/3/23

Finance notes: digital copy

**CITY CLERK'S OFFICE REVIEW:** SKF 3/6/23

**CMO OFFICE REVIEW:** 3/6/23 umh

Will there be a purchase order/change order? Yes—encumbered contract

## **AGREEMENT FOR THE USE OF CITY TRANSIENT GUEST TAX FUNDS**

**THIS AGREEMENT FOR THE USE OF CITY TRANSIENT GUEST TAX FUNDS** is made this 10<sup>th</sup> day of March, 2023, by and between the City of Lawrence, Kansas, a municipal corporation, and eXplore Lawrence, Inc., a Kansas not for profit corporation.

### **RECITALS**

- A.** At its February 7, 2023 regular meeting, the Governing Body of the City of Lawrence, Kansas ("City"), a municipal corporation, approved the recommendation of the Department of Parks and Recreation to authorize the City Manager to enter into an agreement with eXplore Lawrence, Inc. ("Grantee"), a Kansas not for profit corporation, whereby Grantee would receive a grant from the City Transient Guest Tax Fund in the amount of \$1,248,000.00.
- B.** The application for funds, as approved by the City Commission, states that the funds will be used to fund tourism, visitor, or convention business of the City ("Project"). The Project proposes to achieve the terms outlined in the Agreement for Services between the City and Grantee to Operate the Lawrence Convention and Visitors Bureau, dated January 13, 2016 ("Operations Agreement").
- C.** This Agreement memorializes the terms of that agreement and grants to Grantee the sum of \$1,248,00.00 from the City Transient Guest Tax Fund for completion of the Project, subject to Grantee's execution of this Agreement for the Use of City Transient Guest Tax Funds ("Agreement") and compliance with its terms.

**NOW, THEREFORE,** in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

### **TERMS**

**SECTION 1. Grant of Funds.** In consideration of Grantee's completion of its portion of the project, the City hereby grants to Grantee the sum of **ONE MILLION TWO HUNDRED FORTY-EIGHT THOUSAND DOLLARS AND NO CENTS** (\$1,248,000.00).

**SECTION 2. Grantee's Covenants.** As consideration for the receipt of the grant of funds, Grantee agrees and covenants that it will expend said funds in accordance with:

- (a)** All applicable federal, state, and local laws; and

- (b) The recommendation of the Department of Parks and Recreation, as approved by the Governing Body, which provides that said funds will be used to complete the Grantee's Project outcomes.

### **SECTION 3. Disbursement of Funds.**

- (a) The Grantee shall, in writing, request the disbursement of funds on Grantee's official letterhead.
- (b) Unless otherwise agreed to in writing, Grantee shall submit requests quarterly and no sooner than one week following distribution of the transient guest tax proceeds by the State of Kansas.
  - (i) Grantee shall submit to the City a request for \$348,000 on or after February 1, 2023.
  - (ii) Grantee shall submit to the City a request for \$300,000 on or after May 1, 2023.
  - (iii) Grantee shall submit to the City a request for \$348,000 on or after August 1, 2023.
  - (iv) Grantee shall submit to the City a request for \$348,000 on or after November 1, 2023.
- (c) The City shall not disburse any funds prior to receipt of transient guest tax proceeds from the State of Kansas.
- (e) The City retains the right to withhold subsequent disbursements of funds for failure to provide monthly report as outlined in the Operations Agreement.
- (f) In accordance with the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 *et seq.*, the City retains the right to unilaterally adjust the amount of the disbursement if the Governing Body determines that insufficient public funds exist to fully fund Grantee at level set forth in this agreement.

### **SECTION 4. Reporting Requirements.**

- (a) Pursuant to the Operations Agreement, monthly reports shall be provided to the City Manager including:

- (i) Reports that indicate the overall economic impact of tourism and sales activities;
  - (ii) Reports for event-specific economic impact for CVB-sponsored or coordinated events;
  - (iii) Monthly transient guest tax collections for the City;
  - (iv) General trends on requests for proposals to hotel properties and sales activities;
  - (v) General reporting on special event activities and bids;
  - (vi) Marketing and communications activities; and
  - (vii) Other timely organizational items of note or requests by the City.
- (b) The Grantee shall deliver a final report to the Governing Body at the completion of the Project that outlines what was accomplished with the outlay of City funds. **The final report shall be due February 15, 2023.**
  - (c) The Grantee agrees to comply with K.S.A. 45-240, which requires not-for-profit entities receiving public funds to document and make available the receipt and expenditures of such funds.

#### **SECTION 5. Retention and Access to Records.**

- (a) Grantee will give the City or any other authorized representatives of the City access to and the right to examine all records related to the expenditure of City funds.
- (b) Grantee shall keep financial records and all other records pertaining to the Project being funded for a minimum of three (3) years.
- (c) The City may, at its sole option, conduct an audit related to this funding agreement.
- (d) Grantee shall, upon the City's request, make its records, employees, and property available to the City, promptly.

**SECTION 6. Withholding of Payment.** The City shall retain the authority to withhold any and all payments to Grantee if, in the sole judgment of the City, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

**SECTION 7. Term.** This Agreement will terminate upon Grantee's delivery of the final report or upon the joint agreement of the parties, whichever occurs earlier.

**SECTION 8. Compliance with Equal Opportunity Laws, Regulations, and Rules.**

- (a) Grantee agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 *et seq.*, the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 *et seq.*, and Chapter 10 of the City Code, and shall not discriminate against any person, in the course of performing under this Agreement, because of that person's race, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, disability, or gender identity.
- (b) Grantee also agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.
- (c) If Grantee is found guilty or liable for any violation of the KAAD, the KADEA, the ADA, or Chapter 10 of the City Code by the KHRC or any investigating body, then Grantee shall be deemed to have breached the present Agreement.

**SECTION 9. Indemnification.** Grantee agrees to defend, indemnify, and otherwise hold harmless the City, its commissioners, officers, employees, and agents from any and all claims, actions, damages, costs, liabilities, settlements, judgments, expenses, or lawsuits, including attorneys' fees, arising out of injuries to third parties or damage to property, but only to the extent that such injuries or damage are caused by Grantee's breach of this Agreement or by Grantee's negligence or intentional misconduct in performing the Project.

**SECTION 10. Entire Agreement.**

- (a) This Agreement represents the entire and integrated agreement between the City and Grantee and supersedes all prior negotiations, representations, or agreements between the parties, whether written or oral. This Agreement may be amended only by a written instrument signed by both the City and Grantee.



- (b) No oral orders, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations set forth in this Agreement; and none of its provisions shall be deemed waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, modification, or amendment made in writing and signed by both parties.

**SECTION 11. Assignment.** This Agreement is non-assignable by Grantee or by the City.

**SECTION 12. Authorizations.** Each person executing this Agreement in behalf of the City and Grantee hereby represents and warrants that said person has the authority to bind said person's respective party hereto and that all acts requisite to confer authorization to enter into this Agreement have been taken and completed.

**SECTION 13. Independent Contractor.** In no event, while performing under this Agreement, shall Grantee, its officers or principal, its employees, its agents, its subcontractors, or its vendors be deemed to be acting as an employee or as employees of the City; rather, Grantee, its officers or principal, its employees, its agents, its subcontractors, and its vendors shall be deemed to be an independent contractor or independent contractors. Nothing expressed herein or implied herein shall be construed as creating between Grantee and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

**SECTION 14. Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or by other electronic means is as effective as a manually executed counterpart of this Agreement.

**SECTION 15. Captions.** The Captions of this Agreement are for convenience only and are not meant by the parties to define, limit, or enlarge the scope of this Agreement or its terms.

**SECTION 16. Recitals.** The recitals set forth at the beginning of this Agreement are adopted and incorporated herein by reference as if set forth in full and shall be effective as if repeated *verbatim*.

**SECTION 17. Governing Law.** This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

**SECTION 18. Severability.** In the event that any provision of this Agreement shall be held invalid and unenforceable, the remaining portions of this contract shall remain valid and binding upon the parties.

*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement for the Use of City Transient Guest Tax Funds to be executed as of the date noted above.

**CITY:**  
**CITY OF LAWRENCE, KANSAS, a**  
**municipal corporation**



---

CRAIG S. OWENS  
City Manager

**GRANTEE:**  
**eXplore Lawrence, INC., a Kansas**  
**not for profit corporation**

Signature: 

Printed Name: Kimberlee Anspach

Title: Executive Director

**KRIS W. KOBACH**  
Secretary of State



Memorial Hall, 1st Floor  
120 S.W. 10th Avenue  
Topeka, KS 66612-1594  
(785) 296-4564

## STATE OF KANSAS

December 03, 2015

STEVENS & BRAND LLP  
RE: EXPLORE LAWRENCE, INC.  
PO BOX 189  
LAWRENCE KS 66044

RE: EXPLORE LAWRENCE, INC.

ID. # 4971529 (USE IN ALL CORRESPONDENCE WITH OUR OFFICE)

Enclosed are your certified articles of incorporation for a Kansas not for profit corporation. Your corporation's business entity identification number is at the top of this page. This business entity identification number should be used in all correspondence with our office.

Every not for profit corporation must file an annual report with the Secretary of State and pay a filing fee. The annual report and fee are due together on the 15th day of the sixth month following the tax closing month. (For example, if the tax closing month is December, the due date is June 15 of the following year). The annual report may be filed as early as January 1. An annual report is not required if the company has not been incorporated for six months prior to its first tax year end. If your company operates on a tax year end other than the calendar year, you must notify our office in writing prior to December 31.

The annual report may be filed electronically at [www.sos.ks.gov](http://www.sos.ks.gov) or you may obtain a paper form from the Web site.

PLEASE NOTE: For information regarding taxes, contact the Kansas Department of Revenue at (785) 368-8222 or [www.ksrevenue.org](http://www.ksrevenue.org).

mjm

KANSAS SECRETARY OF STATE

**File Stamp Cover Page**

**Kansas Office of the Secretary of State:**

Memorial Hall, 1st Floor (785) 296-4564  
120 S.W. 10th Avenue kssos@sos.ks.gov  
Topeka, KS 66612-1594 www.sos.ks.gov

3403 01  
051 002  
\$20.00

FILED BY KS SOS  
12-03-2015  
3 10:37:57 AM  
FILE#: 4971529



04301119

We were unable to attach a file stamp on the original document. The file stamp provides the business entity identification number, date and time filed with the Kansas Secretary of State.

The stamp confirms your document was filed. We recommend keeping it with the document.

4971529

5102NP

**ARTICLES OF INCORPORATION  
OF  
EXPLORE LAWRENCE, INC.**

I, the undersigned incorporator, hereby form and establish a corporation NOT FOR PROFIT under the laws of the State of Kansas.

**ARTICLE I**

The name of this corporation is EXPLORE LAWRENCE, INC.

**ARTICLE II**

The location of the corporation's registered office in this state is 200 W. 9th Street, in the City of Lawrence, County of Douglas, Kansas, 66044. The resident agent at this address is eXplore Lawrence, Inc.

**ARTICLE III**

The corporation is organized exclusively to be an organization within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), or the corresponding section of any future federal tax code. The corporation's purpose shall be to promote, support, foster and develop programs which endeavor to increase general tourism and visitations to Lawrence, Kansas. To enable the corporation to carry out such purpose, it shall have the power to do any and all lawful acts and to engage in any and all lawful activities, directly or indirectly, alone or in conjunction with others, which may be necessary, proper or suitable for the attainment of any of the purposes for which the corporation is organized, and the corporation shall have and may exercise all the powers conferred by the provisions of the Kansas General Corporation Code not outside the scope of these Articles of Incorporation.

No part of the net earnings or other assets of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, contributors, or other persons in their private capacity, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes set forth in this Article.

Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activity not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(6) of the Code.

Upon the dissolution of the corporation, the corporation's Board of Directors, after paying or making provision for the payment of all of the liabilities of the corporation, shall dispose of all the assets of the corporation to or for the benefit of organizations qualifying as organizations under either Section 501(c)(3) or Section 501(c)(6) of the Code as the Board of Directors of the corporation shall determine. Any such assets not so disposed of shall be disposed of by the District Court of Douglas County, Kansas, exclusively for such not-for-profit organization or organizations having a similar purpose to that of the corporation, as said court shall determine.

#### **ARTICLE IV**

The corporation will NOT have authority to issue capital stock.

#### **ARTICLE V**

The business and affairs of the corporation shall be managed by a board of directors, with the directors of said board also to constitute the membership of the corporation. The method of electing directors and their terms of office shall be fixed by the bylaws of the corporation.

#### **ARTICLE VI**

No director shall be personally liable to the corporation or its members for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to the date when such provision becomes effective.

#### **ARTICLE VII**

The term for which this corporation is to exist is perpetual.

#### **ARTICLE VIII**

No member of this corporation shall benefit financially from the dissolution thereof. In the event of dissolution of this corporation, the assets of this corporation shall be distributed as set forth in ARTICLE III hereof.

#### ARTICLE IX

The name and address of the incorporator is:

Megan Gilliland

200 W. 9<sup>th</sup> St.  
Lawrence, KS 66044

#### ARTICLE X

The names and addresses of the persons who are to serve as directors until their successors are elected and qualified are:

Charlie Persinger

5901 Longleaf Cr.  
Lawrence KS 66049

Doug Banks

4616 Hearthside Dr  
Lawrence KS 66049

Nancy Longhurst

1603 George Williams Way  
Lawrence KS 66049

Derek Telch

2022 E 1550 Rd  
Lawrence KS 66044

Stuart Boley

PO Box 708  
Lawrence KS 66044

Mike Logan

845 Illinois  
Lawrence KS 66044

Derek Kwan

6034 Blue Nile  
Lawrence KS 66049

#### ARTICLE XI

The power to adopt, amend and repeal the bylaws of this corporation shall reside in the board of directors of this corporation.



IN TESTIMONY WHEREOF, I have hereunto set my name this 30<sup>th</sup> day of  
November, 2015

Megan Gilliland  
Megan Gilliland



I hereby certify this to be a true and  
correct copy of the original on file.

Certified on this date: Dec 3, 2015

KRIS W. KOBACH  
Secretary of State

Kris W. Kobach

**CITY OF LAWRENCE, KANSAS  
EXPLORE LAWRENCE GOVERNING BOARD  
BYLAWS**

**ARTICLE I. Purpose and Organization**

Section 1. The eXplore Lawrence Governing Board, hereinafter referred to as the "Board", was created by authority of the City Commission of Lawrence, Kansas by Resolution No. 7142 on September 15, 2015.

Section 2. The purpose of the Board is to promote, support, foster and develop programs which endeavor to increase general tourism and visitations to Lawrence.

**ARTICLE II. Powers and duties of the Board**

Section 1. The Board, after qualifying as provided by law, shall be vested with the following powers and authority:

- a. To provide operational, personnel and financial oversight of the operations of the convention and visitors bureau for the City of Lawrence.
- b. To advertise and promote the City of Lawrence as a tourist destination.
- c. To encourage special events such as conventions and sports tournaments as well as festivals and community events that result in additional business for the hospitality industry and the city at large.
- d. To appoint such project subcommittees as best fulfill the obligations of the Board.
- e. To raise and receive monies and administer the same, subject to the approval and satisfaction of the Board of City Commissioners.

Section 2. In all formal matters, the Board shall act by motion and all notices required by law to be given by publication shall be published in an official manner.

**ARTICLE III. Membership.**

Section 1. The eXplore Lawrence Governing Board shall have seven (7) voting members, comprising the following positions: A representative employed by a full-service hotel within the city limits of Lawrence; a representative employed by a limited-service hotel within the city limits of Lawrence; a member of the elected body of the Lawrence City Commission; a representative from the cultural industry in Lawrence; a representative of a local university or educational institution; a representative of the sports and/or recreational industry in Lawrence; and a representative from the service/event management industry in Lawrence.

Section 2. In addition, the eXplore Lawrence shall have three (3) ex-officio members: the City Manager or designee from the City Manager's Office; the Director of Downtown Lawrence, Inc. or staff designee; the Lawrence Chamber of Commerce CEO or staff designee.

Section 3. Any vacancies in the membership of the Board shall be filled by the appointment of a

member for the unexpired term of a member, whose office is vacant, by the City Commission.

Section 4. All members of the Board shall serve without compensation.

Section 5. If any member of the Board shall commit any act prejudicial to the conduct of the affairs of the Board or the purposes for which it is formed, or shall have changed his or her status so as to be ineligible for membership, such person shall be notified in writing to appear personally before the Board at a designated time not less than thirty (30) days after such notification and at such time, be given a hearing. By a two-thirds vote of all the Board members present at the meeting, the membership of such person on the Board may be terminated or suspended. Suspension is not appropriate where the person has ceased to be a person in the category of persons eligible for membership. If either suspension or termination is decided upon, the terms and conditions of same shall be specified in writing and delivered to the suspended or terminated member.

Written notices hereunder shall be delivered by registered mail to the member's last known address.

#### ARTICLE IV. Officers and Their Duties

Section 1. The officers of the Board shall consist of the Chair, Vice-Chair, Secretary and Treasurer.

Section 2. The Chair shall appoint a nominating committee to present candidates for office at the monthly meeting in November. Officers shall be elected by ballot, except if there is but one nominee for any office. If there is but one nominee for any office, the election may be by voice vote.

Section 3. The term of office shall be one year and will coincide with the calendar year. Should a vacancy in any office occur, then the Nominating Committee shall present candidates for such vacant office, and such officer shall be elected as set forth in this Article.

Section 4. The duties of the officers are as follows:

- a. Chair. The Chair shall preside at all meetings of the Board; appoint the chairperson of standing and special committees and shall perform such other duties as may be prescribed in these bylaws or as assigned by the Board.
- b. Vice-Chair. The Vice-Chair shall act as an aide to the Chair; perform the duties of the Chair in the absence of that officer. The Vice-Chair shall normally succeed the chair on the completion of the Chair's term.
- c. The Director of eXplore Lawrence will serve as the Board Secretary and will coordinate the actions of the board and provide communication to the eXplore Lawrence staff as directed.
- d. The eXplore Lawrence Governing Board shall select a Treasurer annually to work in conjunction with the eXplore Lawrence Executive Director to prepare monthly financial statements and ensure the annual audit for the organization is completed in a timely fashion.

#### ARTICLE V. Meetings

Section 1. Regular meetings of the Board shall be held monthly, or as the Board deems necessary. Adequate notice shall be given of the date for meetings as required by law.

Section 2. The regular meeting held in November shall be the annual meeting.

Section 3. Special meetings may be called by the Chair or by any three members of the Board by giving notice at least three days in advance of said special meeting to all members of the Board.

Section 4. A quorum shall consist of a majority of the members of the Board appointed and qualified at any given time. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 5. The meetings of the eXplore Lawrence Governing Board shall be governed by the Kansas Open Meetings Act. The Board shall meet as needed, but not less than on a monthly basis.

#### ARTICLE VI. Standing and Special Committees

Special committees as are considered necessary shall be appointed by the Chair and ratified by the Board.

#### ARTICLE VII. Annual Report

The eXplore Lawrence Governing Board shall make annual reports not later than February 1 of each year covering the preceding calendar year to the Lawrence City Commission.

#### ARTICLE VIII. Amendments

These bylaws may be amended by a majority vote at any meeting, provided that the amendment has been submitted in writing at the previous regular meeting. Each member shall be sent a copy of the proposed amendment in the notice of the meeting.

Such bylaws shall not become effective until approved by the Board of City Commissioners.

Approved and adopted

\_\_\_\_\_  
Mayor Mike Amyx

\_\_\_\_\_  
Date


**FIRST AMENDMENT TO  
BYLAWS  
OF  
EXPLORE LAWRENCE, INC.**

ARTICLE 4.6, Chair of the Board, is hereby deleted and replaced with the following:

**ARTICLE 4.6      Chair of the Board.** The Chair of the Board shall be a Director and shall have such authority, powers, and duties as the Board of Directors may determine, and any act required or permitted by law to be done by the Board of Directors may when properly delegated be done instead by the Chair of the Board. The Chair of the Board for even-numbered calendar years shall be a representative employed by either a full-service or limited-service hotel within the city limits of Lawrence, Kansas. The Chair of the Board for odd-numbered calendar years shall not be a representative of either a full-service or limited-service hotel within the city limits of Lawrence, Kansas. The Chair of the Board shall preside at all meetings of the Board of Directors, may appoint standing or special committees, and shall perform such other duties as may be prescribed in these Bylaws or as assigned by the Board.

**CERTIFICATE**

I hereby certify that I am the Secretary of eXplore Lawrence, Inc., a Kansas nonprofit corporation, and the keeper of its corporate records; that the First Amendment to Bylaws to which this Certificate is attached was duly adopted by said corporation's Board of Directors effective as of November 16, 2016; and that the Bylaws as so amended constitute the Bylaws of the corporation and are now in full force and effect.

Michael Davidson  
  
\_\_\_\_\_, Secretary

ORDINANCE NO. 9731

AN ORDINANCE OF THE CITY OF LAWRENCE, KANSAS, ENACTING CHAPTER 1, ARTICLE 20 OF THE CODE OF THE CITY OF LAWRENCE, KANSAS, 2018 EDITION AND AMENDMENTS THERETO, ESTABLISHING eXplore LAWRENCE, AN AGENCY OF THE CITY, TO PROMOTE AND TO OVERSEE CONVENTIONS, TOURISM, AND VISITORS' ACTIVITIES FOR THE CITY, AND REPEALING EXISTING RESOLUTION NO. 7142.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS:

**SECTION 1.** Chapter 1, Article 20, of the Code of the City of Lawrence, Kansas, 2018 Edition, and amendments thereto, is hereby enacted:

**ARTICLE 20. eXplore LAWRENCE**

1-2001      **eXplore LAWRENCE GOVERNING BOARD; ESTABLISHMENT; MEMBERSHIP; TERMS OF OFFICE; TERM LIMITS; APPOINTMENT OF CHAIR, VICE-CHAIR, TREASURER, AND SECRETARY.**

- (a) There is hereby established the eXplore Lawrence Governing Board ("Board"). The Board shall be composed of seven voting members, who shall be appointed by the Mayor and approved by the Governing Body. The Board shall be composed of:
  - (1) two representatives of the hotel industry in the City;
  - (2) one representative of the tourism industry in the City;
  - (3) one representative of the cultural industry in the City;
  - (4) one representative of a university or educational institution located in the City;
  - (5) one representative of the sports and recreation industry in the City; and
  - (6) one representative of the service/event management industry in the City.
- (b) In addition, the Board shall have four *ex officio*, non-voting members. The *ex officio* members shall include:
  - (1) one member of the City's Governing Body, who shall be appointed by the Mayor and approved by the Governing Body;
  - (2) the City Manager, or his or her designee;
  - (3) the Director of Downtown Lawrence, Inc., or his or her designee; and



- (4) the CEO of the Lawrence Chamber of Commerce, or his or her designee.
- (c) All voting members of the Board shall, unless otherwise approved by the Governing Body in accordance with City policy, be residents of the City or own a business within the City.
- (d) Voting members of the Board shall serve three (3) year terms, except when appointed to complete an unexpired term. As established by the bylaws, the terms of voting Board members shall be staggered so that no more than three voting members of the Board's terms shall expire in any one year. No voting member shall serve more than two consecutive full three-year terms. Terms of less than three years shall not count toward the term limits. All voting and *ex officio* members of the Board shall serve without compensation.
- (e) The Board shall elect annually a voting member of the Board to serve as Chair, who shall preside at meetings.
- (f) The Board shall elect annually a voting member of the Board to serve as Vice-Chair, who shall preside at meetings in the absence of the Chair.
- (g) The Board shall elect annually a voting member of the Board to serve as Treasurer, who shall work with the eXplore Lawrence Executive Director to prepare monthly financial statements and ensure the annual audit of the finances of eXplore Lawrence is completed in timely fashion.
- (h) The Executive Director shall serve as the Secretary to the Board. The Secretary shall be responsible for preparing agendas and meeting items, for providing those agendas and meeting items to all members of the Board in advance of meetings, for making agendas and meeting items available to the general public in advance of meetings by posting them on the web-site, and for preparing, for the Board's approval, minutes of all Board meetings.

1-2002

**VACANCIES.**

- (a) Vacancies among voting members of the Board shall be filled by the Mayor with the approval of the Governing Body.
- (b) Vacancies among *ex officio* members of the Board shall be filled in accordance with Section 1-2001(b) of the City Code, as amended. Any vacancy in the *ex officio* position reserved for a member of the Governing Body shall be filled by appointment of the Mayor and approval of the Governing Body.
- (c) All vacancies shall be filled as soon as practicable.

1-2003

**EXECUTIVE DIRECTOR.**

The Executive Director of eXplore Lawrence will report to the Board, will serve as the Secretary of the Board, will serve as the liaison between the Board and the

City's Governing Body, will work with the Treasurer to prepare monthly financial statements and to ensure that the annual audit of the finances of eXplore Lawrence are completed in timely fashion, and will be responsible for the day-to-day operations of eXplore Lawrence.

1-2004      **BYLAWS, MEETINGS, AND QUORUM.**

The Board shall adopt bylaws governing the procedures to be used by the Board. The bylaws shall establish specific duties and responsibilities of the Chair, Vice-Chair, Treasurer, and Secretary, the time and place for meetings, rules of order, and other rules governing procedures and operations of the Board, including procedures for amending the bylaws. A quorum shall be at least four voting members of the Board.

1-2005      **CONFLICTS OF INTEREST**

All Board members shall by abstention refrain from participating in the decision-making process, including discussing and voting, on any item for which he or she, his or her employer, or the entity which he or she is representing appears before the Board and would receive **direct** financial benefit if the item was to be approved by the Governing Body. All Board members are subject to the City's Ethics Policy.

1-2006      **MINUTES.**

The Secretary of the Board shall prepare minutes of its meetings, which shall be approved by the Board. The Secretary shall forward all approved minutes to the Governing Body.

1-2007      **OPEN MEETINGS AND OPEN RECORDS.**

All meetings of the Board shall be held in compliance with the Kansas Open Meetings Act of 1972, codified as amended at K.S.A. 75-4317 *et seq.*, and its records shall be subject to the Kansas Open Records Act of 1984, codified as amended at K.S.A. 45-215 *et seq.*

1-2008      **BOARD DUTIES.**

The Board shall have the following duties:

- (a) To provide operational, personnel, and financial oversight of the operations of eXplore Lawrence.
- (b) To advertise and promote the City as a tourist destination.
- (c) To encourage special events in the City, such as conventions and sports tournaments, as well as festivals and other community events, that result in additional business for the hospitality industry and the City at-large.
- (d) To appoint such project subcommittees as may be necessary to fulfill the obligations and duties of the Board.
- (e) To raise and receive monies and to administer the same.

**SECTION 2.** Resolution No. 7142 is hereby repealed in its entirety, it being the intent of the Governing Body that this ordinance supersede that resolution.



**SECTION 3.** If any section, sentence, clause, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

**SECTION 4.** This ordinance shall take effect and be in full force and effect immediately following its adoption and publication as provided by law.

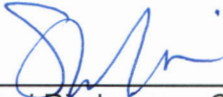
**PASSED** by the Governing Body of the City of Lawrence, Kansas, this 5<sup>th</sup> day of November, 2019.

**APPROVED:**



\_\_\_\_\_  
Lisa Larsen, Mayor

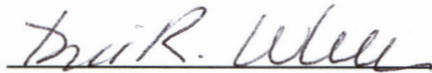
**ATTEST:**



\_\_\_\_\_  
Sherri Riedemann, City Clerk



**APPROVED AS TO FORM:**



\_\_\_\_\_  
Toni R. Wheeler, City Attorney

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF LAWRENCE,  
KANSAS AND EXPLORE LAWRENCE. TO OPERATE THE LAWRENCE  
CONVENTION AND VISITORS BUREAU**

The City of Lawrence, Kansas, a municipal corporation, hereinafter "City", and eXplore Lawrence, Inc. a Kansas not-for-profit corporation, hereinafter "eXplore Lawrence", do hereby enter into this agreement for services for the operation and management of the Lawrence Convention and Visitors Bureau "CVB."

In consideration for the mutual promises and covenants herein, the City and eXplore Lawrence hereby agree as follows:

**1. eXplore Lawrence, Inc. to operate CVB.**

The City does hereby engage and retain eXplore Lawrence to manage and operate the Lawrence Convention and Visitors Bureau and to render the services hereinafter contemplated, and eXplore Lawrence does hereby agree to accept such engagement and to discharge its duties in accordance with the terms and conditions hereinafter set forth.

**2. Relationship of eXplore Lawrence and City.**

eXplore Lawrence is engaged and retained as an independent contractor and not as an officer, agent, servant or employee of the City. eXplore Lawrence shall be responsible for providing all necessary workers' compensation insurance, all liability insurance for the wrongful or negligent acts of its employees, and for all other items incidental to the employment of individuals in the performance of this agreement. eXplore Lawrence agrees to save and hold harmless the City from any and all claims and liability of any kind whatever arising from the conduct of eXplore Lawrence, its agents, servants, officers and employees in the performance of this agreement.

**3. Expenditure of City Transient Guest Tax Funds.**

(a) Promotional Efforts Defined. The Convention and Visitors Bureau shall encourage, promote, and solicit tourism, visitation, and conferences/conventions to the City of Lawrence. The Convention and Visitors Bureau shall use transient guest tax funds for convention and tourism promotion in accordance with applicable state and City laws, which may include, but shall not be limited to:

- i. activities to attract visitors into the community through marketing efforts, including advertising, directed to at least one of the five basic convention and tourism market segments consisting of group tours, pleasure travelers, association meetings and conventions, trade shows and corporate meetings and travel; and
- ii. support of those activities and organizations which encourage increased lodging facility occupancy.

(b) Transfer, Accounting and Expenditure of Receipts. In consideration for the services provided, the City shall transfer, to eXplore Lawrence, pursuant to the budget adopted by the

City Commission and the terms of this Agreement, certain receipts of the transient guest tax received from the State Department of Revenue. The City may budget transient guest tax funds for purposes other than funding this agreement with eXplore Lawrence. Such periodic transfer of funds shall be based on budgeted amounts upon receipt of the request of eXplore Lawrence. In the event that receipts shall be less than the budgeted transient guest tax funds, the City shall be under no obligation to provide additional funds to eXplore Lawrence. The parties acknowledge that the City Commission may, in compliance with state law, budget and expend a portion of transient guest tax funds for such lawful purposes outside this agreement. eXplore Lawrence shall use the calendar year as its fiscal year.

The City shall approve the annual budget of the CVB, and any alterations to that budget in excess of \$7,500.00. Any increases or decreases in Convention and Visitors Bureau's staffing levels, including part-time and/or temporary staff, shall require the prior approval of the City. The City shall approve eXplore Lawrence's selection of an Executive Director for the CVB. eXplore Lawrence shall provide the City with a monthly listing of all expenditures within 20 days of the close of each month. The eXplore Lawrence shall provide for the separate accounting of the receipt and disbursement of such transient guest tax funds that are transferred to eXplore Lawrence and shall provide an accounting of the receipt and expenditures of such funds in accordance with generally accepted accounting principles within 120 days of the end of eXplore Lawrence's fiscal year. In the event no such accounting is provided within such time period, transient guest tax funds shall not be provided to the entity unless and until the accounting is provided.

#### 4. eXplore Lawrence Governing Board.

Members of the eXplore Lawrence Governing Board shall be appointed by the Mayor, with the approval of the City Commission, as provided by law. The Board is responsible for monitoring the finances of eXplore Lawrence and will make decisions concerning the annual budget and any changes made during the budget year. The Board shall approve minutes of their meetings and submit such minutes to the City Commission. The Board shall make reports to the City Commission annually, or more often as deemed appropriate. Such reports may include planned future activities and programs of the Bureau.

#### 5. Measurement of Performance.

As part of this agreement, the City requires monthly financial reports from eXplore Lawrence which detail the profit/loss, budget use and expenditures for the organization.

Performance Measures: The City of Lawrence encourages eXplore Lawrence to be a data-driven organization.

Monthly reports should be provided to the city monitoring:

- Reports that indicate the overall economic impact of tourism and sales activities
- Reports for event-specific economic impact for CVB-sponsored or coordinated events
- Monthly transient guest tax collections and reporting on ADR and RevPAR

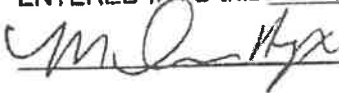
- Request for Proposals to hotel properties and sales activities
- Special event activities and bids
- Marketing and communications activities
- Other timely organizational items of note or requests by the City

6. Termination of Agreement.

This is an agreement for services and shall bind both parties until terminated. The agreement may be terminated by providing the other party notice in writing of termination ninety (90) days in advance. Upon termination of this agreement, eXplore Lawrence shall deliver to the City all unencumbered transient guest tax funds. This agreement may not be assigned without the permission, in writing, of both parties. The laws of the State of Kansas shall govern this agreement.

7. Repeal of Prior Agreements. This Agreement repeals all prior agreements for the funding of CVB operations and activities.

ENTERED INTO this 13<sup>th</sup> day of January, <sup>2016</sup>~~2015~~.



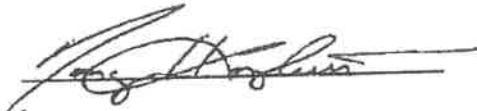
Mike Amyx, Mayor

City of Lawrence, Kansas

Attest:



Brandon McGuire, Acting City Clerk



Chair

eXplore Lawrence

## AGREEMENT

THIS AGREEMENT is hereby made and entered into DATE HERE by and between the City of Lawrence, a duly organized municipal corporation, hereinafter referred to as the "City" and eXplore Lawrence, Inc., hereinafter referred to as the "Contractor."

WHEREAS, on Replace with date of ordinance

WHEREAS, the City may, pursuant to the provisions of K.S.A. 12-1697, K.S.A. 12-1698 and amendments thereto enter into contracts to implement convention and tourism programs; and

WHEREAS, the City desires that some of the proceeds derived from the transient guest tax be used to contract for the implementation of convention and tourism programs within the City of Lawrence.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE. The Contractor shall implement convention and tourism programs for the City in accordance with the performance indicators attached as ***Exhibit A*** which is incorporated herein by reference.

2. TERM. Upon acceptance of this Agreement by the City Manager, this Agreement commenced on DATE and will terminate on DATE (3 YEAR TERM)

3. BUDGET AND PAYMENT. The City shall remit to the Contractor seventy percent (70%) of the transient guest tax funds collected on a quarterly basis within 30 days of the end of each calendar quarter;

*provided, however, that:* (a) performance outcome reports, as specified in Section 5, are received; and (b) an accounting of the Contractor's expenditures at the end of each quarter is received (provided in budgetary format and in accordance with generally accepted accounting practices).

In the event that the City determines that the Contractor has not expended transient guest tax funds in accordance with this Agreement, **the Contractor will enter into a 60-day window to cure such a breach of the Agreement. If after the 60-day window no such cure has occurred,** the City may refuse payment or may offset the improper expenditure against future distributions due the Contractor. Neither the exercise of this remedy nor the failure to exercise this remedy shall limit or restrict the ability of the City to take other legal action to enforce its rights under this Agreement.

4. **BID FUND.** The City shall remit to the Contractor ten percent (10%) of the transient guest tax funds collected on a quarterly basis within 30 days of the end of each calendar quarter, and said amount shall be deposited into a BID Fund to be used solely for the attraction of conventions and events to the City; *provided, however, that each condition stated in Section 3 above is met.* The Bid Fund would be allowed to accrue indefinitely and Contractor shall not be penalized for not expending the Bid Fund. Accruals and disbursements of Bid Funds would be reported to the City on an annual basis.

5. **PERFORMANCE OUTCOMES.** The Contractor shall submit reports on a quarterly basis during the contract term; as well as a report covering the three-year contract term by DATE Such reports shall identify and quantify the performance indicators set forth.

6. **INSPECTION AND ACCESS TO CONTRACTOR RECORDS.** The City,

through its authorized agents, shall be entitled to inspect and audit all books and records of the Contractor to ensure compliance with the terms of this Agreement upon reasonable notice to the Contractor. The Contractor shall cooperate fully with all such inspections or audit requests.

7. TERMINATION. Notwithstanding Section 2, either party may terminate this Agreement for no cause, upon one hundred and eighty (180) calendar days' advance written notice. Either party may terminate this Agreement for cause based upon breach of a material provision of this Agreement, if the party in breach fails to cure the breach within sixty (60) calendar days of receiving written notice of the breach. Upon termination, the Contractor shall deliver to the City all transient guest tax funds in the possession of the Contractor after payment of all allowable expenses, including all items of tangible personal property purchased by the Contractor with transient guest funds which remain in the Contractor's possession as of the date of termination of this Agreement.

8. INDEMNIFICATION AND INSURANCE. The Contractor shall carry commercial general liability in the amount of one million dollars (\$1,000,000.00); bodily injury insurance on all automobiles used in the operations embraced by this Agreement in the amount of two hundred thousand dollars (\$200,000.00) for each person and five hundred thousand dollars (\$500,000.00) for each occurrence; and property damage liability insurance in the amount of twenty-five thousand dollars (\$25,000.00) for each occurrence. The Contractor shall bear the cost of said insurance policies at its own expense. The Contractor shall also furnish, at its own expense, evidence of a satisfactory workers' compensation insurance policy covering all

of the Contractor's employees to the statutory limit. Should any insurance policy be cancelled, the Contractor shall ensure that the City is notified of such cancellation within ten (10) business days after the effective date of cancellation. All insurance policies shall name the City as an additional insured. A certificate of liability insurance demonstrating compliance with this section shall be filed with the City within ten (10) business days after the Agreement is signed by the City Manager.

9. SECRETARY OF STATE CERTIFICATION. The Contractor shall be in good standing with the Kansas Secretary of State and shall submit a certificate from the Secretary of State as evidence of this status.

10. NO JOINT VENTURE: INDEPENDENT CONTRACTOR. Nothing herein contained shall be construed or held to make the City a partner, joint venturer or associate of the Contractor in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

11. DISCRIMINATION. The Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive services because of race, color, religion, sex, age, disability, national origin, or any other



class or status protected by law. The Contractor shall take affirmative action to ensure that employees, applicants for employment, recipients of service and applicants for service are treated equally and fairly without regard to their race, color, religion, sex, age, disability, national origin, or any other class or status as provided for by law. The Contractor shall, in all solicitations or advertisements for employees, or of services placed by or on behalf of the Contractor, state that all applicants shall receive consideration for employment or services without regard to race, color, religion, sex, age, disability, or national origin, or any other class or status as provided for by law.

12. ADA COMPLIANCE. The Contractor shall comply with Title II of the Americans with Disabilities Act (ADA) and the implementing regulations of 28 C.F.R. Part 35 as to all of its facilities and programs.

13. ASSIGNMENT. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or notation; provided, however, that claims for money due or that become due to the Contractor under this Agreement may be assigned to a bank, trust company or other financial institution upon written consent of the City thereto.

14. ENTIRE AGREEMENT. This Agreement and Exhibits A and B constitute the entire agreement of the parties and supersedes any and all prior agreements between the parties. As such, neither party shall rely upon any verbal representations, either

express or implied, which are not specifically stated herein. This Agreement shall not be amended or modified except by written agreement of both parties.

15. REPRESENTATIONS. By signing this Agreement, each party represents that the person signing this Agreement is authorized to execute this Agreement on behalf of such party, and that such party agrees to be bound by the provisions of this Agreement.

16. NOTICES. Any and all notices contemplated by this Agreement shall be given as follows:

*TO THE CITY:*

*TO THE CONTRACTOR:*

With a copy to the Board Chair

Such notices shall be given in writing and transmitted by U.S. Mail, postage prepaid, or hand delivered.

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

CITY OF LAWRENCE, KANSAS