

# **CITY COUNCIL AGENDA**

**Monday, April 20, 2020  
City Council Meeting 6:00 PM**

**YOU MAY LISTEN TO THE MEETING BY DIALING 816-629-7010, ENTER MEETING ID 957 3578 7645#, PRESS # AGAIN TO JOIN.**



## **NOTICE OF OPEN MEETING**

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, April 20, 2020** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time. Due to COVID-19, the meeting will be conducted virtually.

**YOU MAY LISTEN TO THE MEETING BY DIALING 816-629-7010, ENTER MEETING ID 957 3578 7645#, PRESS # AGAIN TO JOIN.**

The tentative agenda of this meeting is as follows.

City Council  
City of Excelsior Springs

### AGENDA

City Council Meeting, 6:00 PM  
Monday, April 20, 2020

**YOU MAY LISTEN TO THE MEETING BY DIALING 816-629-7010, ENTER MEETING ID 957 3578 7645#, PRESS # AGAIN TO JOIN.**

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Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Minutes of the Regular City Council Meeting of April 6, 2020

## Consideration of Agenda

1. Consideration of Police Vehicle Purchase - Resolution No. 1202
2. Consideration of 353 Development Agreement for 421 S. Thompson Avenue - Ordinance No. 20-04-06
3. Consideration of 353 Development Agreement for 101 South Street - Ordinance No. 20-04-07
4. Consideration of 353 Development Agreement for 407 Concourse Avenue - Ordinance No. 20-04-08
5. Consideration of 353 Development Agreement for 407 E. Broadway Street - Ordinance No. 20-04-09
6. Consideration of 353 Development Agreement for 504 Benton Avenue - Ordinance No. 20-04-10
7. Consideration of Communications Tower Agreement with MHTC - Ordinance No. 20-04-11
8. Consideration of Refuse Contract with Republic Services of KC - Ordinance No. 20-04-12
9. Appropriations - Ordinance No. 20-04-13
10. Remarks - City Manager
11. Remarks - City Council
12. Remarks - Mayor
13. Adjourn

Representatives of the news media may obtain copies of this notice by contacting the City Manager's office, 201 East Broadway. Phone (816) 630-0752.

If any accommodations are required in order to attend this meeting (i.e. qualified interpreter, large print, reader, hearing assistance), please notify the City Manager's office no later than 48 hours prior to the beginning of the meeting.

**Date and Time of Posting: Wednesday, April 15, 2020 at 4:00pm**

REGULAR COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
April 6, 2020

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, April 6, 2020 by virtual meeting. The meeting was called to order by Mayor Eales.

The opening was led by Councilwoman Sonya Morgan.

The Pledge of Allegiance was led by Mayor Eales.

Roll Call of Members:     Present: Mayor Brad Eales, Mayor Pro-Tem Sharon Powell, Councilman Ambrose Buckman, Councilwoman Sonya Morgan, and Councilman Brent McElwee.

Absent: None.

VISITORS:     None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 16, 2020:

Councilman Buckman made a motion to approve the minutes of the Regular City Council Meeting of March 16, 2020. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes:   Ayes:   Buckman, Morgan, McElwee, Powell, Eales

                                  Nays:   None, motion carried.

Minutes of the Regular City Council Meeting of March 16, 2020 passed and approved April 6, 2020.

CONSIDERATION OF AGENDA:

Councilwoman Morgan made a motion to approve the agenda as presented. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes:   Ayes:   Morgan, Buckman, McElwee, Powell, Eales

                                  Nays:   None, motion carried.

The agenda as presented passed and approved April 6, 2020.

RESOLUTION NO. 1201, CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR FUEL SALES WITH ESSD:

Mayor Eales read by title Resolution No. 1201.

Chad Birdsong, Director of Public Works briefed the Council of the Resolution.

Mayor Pro-Tem Powell made a motion to approve Resolution No. 1201 authorizing a Memorandum of Understanding with the Excelsior Springs 40 School District. Motion was seconded by Councilman Buckman.

Roll Call of Votes: Ayes: Morgan, McElwee, Buckman, Powell, Eales

Nays: None, motion carried.

Resolution No. 1201 passed and approved April 6, 2020.

ORDINANCE NO. 20-04-01, CONSIDERATION OF AGREEMENT FOR PROFESSIONAL SERVICES FOR DIGESTER:

Mayor Eales read by title Ordinance No. 20-04-01.

Chad Birdsong, Director of Public Works briefed the Council of the Ordinance.

Councilman Buckman made a motion to place Ordinance No. 20-04-01 authorizing the City of Excelsior Springs to enter into an agreement with Lamp Rynearson, Inc. for additional Engineering Services on second reading. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: McElwee, Buckman, Morgan, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-04-01.

Councilman McElwee made a motion to approve Ordinance No. 20-04-01 authorizing the City of Excelsior Springs to enter into an agreement with Lamp Rynearson, Inc. for additional Engineering Services. Motion was seconded by Councilman Buckman.

Roll Call of Votes: Ayes: Buckman, Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Ordinance No. 20-04-01 passed and approved April 6, 2020.

ORDINANCE NO. 20-04-02, CONSIDERATION OF AGREEMENT FOR ATTORNEY SERVICES:

Mayor Eales read by title Ordinance No. 20-04-02.

Molly McGovern, City Manager briefed the Council of the Ordinance.

Mayor Pro-Tem Powell made a motion to place Ordinance No. 20-04-02 authorizing the City Manager to engage Williams & Campo as Legal Counsel to the City of Excelsior Springs on second reading. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Morgan, McElwee, Buckman, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-04-02.

Councilwoman Morgan made a motion to approve Ordinance No. 20-04-02 authorizing the City Manager to engage Williams & Campo as Legal Counsel to the City of Excelsior Springs. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: McElwee, Morgan, Buckman, Powell, Eales

Nays: None, motion carried.

Ordinance No. 20-04-02 passed and approved April 6, 2020.

ORDINANCE NO. 20-04-03, CONSIDERATION OF AMENDMENT TO PERSONNEL POLICY:

Mayor Eales read by title Ordinance No. 20-04-03.

Molly McGovern, City Manager briefed the Council of the Ordinance.

Councilman Buckman made a motion to place Ordinance No. 20-04-03 approving amendments to the Personnel Policies of the City of Excelsior Springs, Missouri on second reading. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Buckman, Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-04-03.

Mayor Pro-Tem Powell made a motion to approve Ordinance No. 20-04-03 approving amendments to the Personnel Policies of the City of Excelsior Springs, Missouri. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: Buckman, McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

Ordinance No. 20-04-03 passed and approved April 6, 2020.

ORDINANCE NO. 20-04-04, CONSIDERATION OF TEMPORARY AMENDMENT TO CODE REGARDING DELINQUENT BILLS:

Mayor Eales read by title Ordinance No. 20-04-04.

Steve Marriott, Director of Administrative Services briefed the Council of the Ordinance.

Councilman Buckman made a motion to place Ordinance No. 20-04-04 amending provisions of Chapter 705, Section 705.110 of the Municipal Code of the City of Excelsior Springs, Missouri regarding delinquent bills on second reading. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Morgan, McElwee, Buckman, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-04-04.

Councilwoman Morgan made a motion to approve Ordinance No. 20-04-04 amending provisions of Chapter 705, Section 705.110 of the Municipal Code of the City of Excelsior Springs, Missouri regarding delinquent bills. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: McElwee, Buckman, Morgan, Powell, Eales

Nays: None, motion carried.

Ordinance No. 20-04-04 passed and approved April 6, 2020.

ORDINANCE NO. 20-04-05, APPROPRIATIONS:

Mayor Eales read by title Ordinance No. 20-04-05.

Steve Marriott, Director of Administrative Services briefed the Council of the Ordinance.

Mayor Pro-Tem Powell made a motion to place Ordinance No. 20-04-05 approving Appropriations in the amount of \$613,878.81 on second reading. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Morgan, Buckman, McElwee, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-04-05.

Councilwoman Morgan made a motion to approve Ordinance No. 20-04-05 approving Appropriations in the amount of \$613,878.81. Motion was seconded by Councilman Buckman.

Roll Call of Votes: Ayes: McElwee, Morgan, Buckman, Powell, Eales

Nays: None, motion carried.

Ordinance No. 20-04-05 passed and approved April 6, 2020.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. The Excelsior Springs Chamber and the Downtown Excelsior Partnership are working on a program for the community. It will be exciting once it is announced.
2. The Good Samaritan Center is working on a program to assist city employees. Spouses of part time employees have lost their jobs, making it difficult on their families. If you would like to help, contact the Good Samaritan Center to donate to the newly created fund to provide assistance to struggling employees.
3. The Community Center membership fees are on hold at this time. Their Facebook Page explains how to donate your membership fee to city employee's during the Pandemic. The page will have additional detail in the next few days.
4. Waterfest has a new date, held in August this year.

5. We have a request for a Special Event Permit for a Fireworks Stand.

Councilwoman Morgan:

1. I would like to give a shout out to city employees and tell them what a great job they are doing during the Pandemic!

Mayor Pro-Tem Powell:

1. Ditto to city employees, they are doing a great job!

Councilman Buckman:

1. If you want to stay 6' away but be outside, you can come to my house with your rake.

Councilman McElwee:

1. Nothing this evening.

Mayor Eales:

1. Nothing this evening.

With no further business at hand, the Regular City Council Meeting of April 6, 2020 adjourned at 6:19 pm.

ATTEST:

\_\_\_\_\_  
BRADLEY T. EALES, MAYOR

\_\_\_\_\_  
SHANNON STROUD, CITY CLERK





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**Police**  
**Council Meeting 4/20/2020**

To: Mayor and City Council  
From: Clinton D. Reno, Chief of Police  
Date: 3/10/2020  
RE: Consideration of Police Vehicle Purchase - Resolution No. 1202

This year, the Police Department budgeted to replace one patrol vehicle and the animal control vehicle. At this time, we are prepared to move forward with just the purchase of the patrol vehicle. The vehicle will be purchased using Public Safety Sales Tax funds, and the proceeds from the sale of the decommissioned vehicle will be returned to the PSST fund to help offset some of the costs. The Public Safety Sales Tax Oversight Committee reviewed and unanimously approved the purchase request at their August 21, 2019 meeting.

Invitations to bid were sent to all three local new car dealerships and the request-for-bid announcement was published in the *Excelsior Springs Standard* on February 28, 2020, as required by the City's purchasing policy. We requested bids for the 2020 police package utility vehicle, which all three US-based vehicle manufacturers currently produce. We received a total of three bids, one from Chuck Anderson Ford, Heartland Chrysler Dodge Jeep, and Landmark Dodge. We received no Chevrolet bids. Landmark Dodge is a Mid America Council of Public Procurement (MACPP) selected dealer for the "2020 Model Metro Vehicle" bid managed through Clay County, Missouri (approval document attached).

The bids for the police package utility vehicle were as follows:

Chuck Anderson Ford	2020 Ford Police Explorer AWD	\$35,627.13
Heartland Chrysler Dodge Jeep	2020 Dodge Durango Pursuit AWD	\$33,718.00
Landmark Dodge	2020 Dodge Durango Pursuit AWD	\$31,989.00

Per the purchasing policy, local vendors are given a 5% concession on bids. In this case, no local vendor was within 5% of the best bid provided by Landmark Dodge. While the Dodge Durango Police package vehicle is relatively new to the police vehicle market (in 2017), we have researched and spoken with other agencies that are currently using that specific vehicle. We believe that not only will it fully meet our unique law enforcement needs, but it also has a better powertrain warranty (100,000 miles) that will help cover major repair costs throughout our ownership period. As a result, we are recommending and requesting authorization to purchase one (1) Dodge Durango AWD Police vehicle from Landmark Dodge at a cost not to exceed \$31,989.00 from Public Safety Sales Tax funds. We expect delivery to take approximately 90-160 days.

Please consider a resolution to authorize the purchase of this vehicle.

Respectfully,

Clinton D. Reno, Chief of Police

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Resolution Letter	3/19/2020
Chuck Anderson bid	Backup Material	3/18/2020
Heartland CDJ bid	Backup Material	3/18/2020
Landmark Dodge bid	Backup Material	3/18/2020
Publication Affidavit	Backup Material	3/18/2020
Clay County MACPP Procurement	Backup Material	3/19/2020

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE DODGE  
POLICE UTILITY VEHICLE IN THE AMOUNT OF \$31,989.00**

**WHEREAS**, the City Council of the City of Excelsior Springs, Missouri (the “City”) has determined that the expenditure of funds for the purchase of vehicles from the Public Safety Sales Tax Fund for the Police Department is necessary for the benefit of the public, and

**WHEREAS**, the City has received competitive bids and engaged in negotiations with Landmark Dodge (“Supplier”) for provision of one police utility vehicle as described in Exhibit A attached hereto.

**NOW, THEREFORE, BE IT RESOLVED**, that the purchase of a vehicle from the Supplier is hereby approved, and the City shall expend funds in an amount not to exceed \$31,989.00.

THIS RESOLUTION PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2020.

APPROVED:

\_\_\_\_\_  
Bradley T. Eales, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Stroud, City Clerk

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager



## Excelsior Springs Police Department

### REQUEST FOR BID



### Specifications for a FORD POLICE INTERCEPTOR

#### General Information:

These specifications cover only the Ford Police Interceptor AWD Utility vehicle which is designed and suited for law enforcement that contains and/or is equipped with factory installed heavy duty components and a manufacturers' police package, including but not limited to the items listed below. Automobiles shall be of the newest model year available for order at the time of bid.

#### Minimum Specifications:

ENGINE: V-6 or V-8 with minimum 300 HP rating, Heavy duty cooling system, Engine oil cooler  
ALL WHEEL DRIVE

TRANSMISSION: Ten (10) speed, Automatic, Heavy duty police calibration, Column mounted gear selector, Transmission oil cooler

STEERING: Heavy duty electric power assist

STEERING WHEEL: Manufacturer's Standard, Tilt required

BRAKES: Heavy duty, Four (4) wheel anti-lock disc brakes, Power booster

SUSPENSION SYSTEM: Independent front and rear suspension

TIRES: Five (four tires plus spare), P255/60R18 BSW, Includes full size spare

WHEELS: Five (5), 18" aluminum wheels, Includes full size spare (steel wheel spare is acceptable)

CRUISE CONTROL: Factory installed required

AIR CONDITIONING & HEATING: Factory installed air conditioning, Integral heater and defroster

ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required

SPEEDOMETER: Police type, Certified for accuracy

RADIO: Manufacturer's Standard AM/FM

BLUETOOTH: Factory installed Bluetooth hands-free device

BACKUP CAMERA: Manufacturer's standard required

REVERSE SENSING: Reverse sensing system required

NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required

POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required, Rear power windows must be operable from rear seat as well as from the driver's seat, System must include a rear window lockout switch controllable from the driver's position

GLOBAL LOCK/UNLOCK FEATURE: Door panel switches will lock/unlock all doors and rear lift gate

DOOR LOCKS AND HANDLES: Rear inside door locks and handles must be fully operable

SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate, Each vehicle keyed differently

REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of four (4) keyless entry key fobs

DOOR LOCK CYLINDERS: Lift gate key lock cylinder required, Driver door key lock cylinder required

OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting, Heated required

GLASS: Privacy glass required for second row, rear quarter and lift gate

AIR BAGS: Manufacturer's Standard

**FRONT SEATS:** Heavy duty bucket seats, designed for police usage, Covered with heavy duty cloth fabric, no center console, 6-way power adjusting driver seat required

**REAR SEAT:** Heavy duty cloth fabric rear bench seat

**FLOOR COVERING:** Black vinyl, first and second rows

**FRONT LICENSE BRACKET:** Manufacturer's standard required

**SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND:** Left (driver side) factory spotlight provision, LED spotlight installed

**POLICE POWER PIGTAIL:** Power pigtail harness required

**WIRING:** Pre-wiring for grill LED lamp, siren and speaker

**COURTESY LAMP DISABLE:** Courtesy lamp disabled when any door is opened

**AUXILIARY DOME LAMPS:** Factory installed first row overhead red/white auxiliary dome lamp, Factory installed red/white overhead dome lamp in cargo area

**POLICE INTERCEPTOR HEADLAMP HOUSINGS:** Includes LED wig-wag feature, Pre-drilled holes for side marker police use, Does not include LED installed lights

**TAIL LAMP HOUSING PREP PACKAGE:** Factory installed tail lamp housing prep package required, Does not include LED installed lights.

**POLICE ENGINE IDLE FEATURE:** Allows driver to leave the engine running and prevents unauthorized vehicle use

**UNDERBODY DEFLECTOR PLATE:** Engine and transmission shield

**TRAILER RECEIVER:** Class III receiver required

**COLORS:** Standard production solid color exterior and standard interior trim



## Excelsior Springs Police Department

### Ford Police Interceptor Utility AWD Bid Sheet (as per minimum specifications)



#### Bidder to Complete:

Dealership Name:

Chuck Anderson Ford

Year, Make, Model and Engine of vehicle being bid:

2020 Ford Explorer 3.3 V-6

Cost per Vehicle:

\$ 35,627<sup>13</sup>

Dealer Prep (if any):

\$ ~~6~~

**TOTAL BID PRICE**

\$ 35,627<sup>13</sup>

Bumper-to-Bumper warranty period: 36 months or 36,000 miles

Powertrain warranty period: 60 months or 60,000 miles

Expected delivery time (from date of order): 90 days

Bid shall be considered valid for 30 days.

Bids shall be sealed and marked "Bid - Police Vehicle." Sealed bids must be received by the Office of the Chief of Police at 301 South Main Street before the sealed bid opening, scheduled for **10:00 AM on Wednesday, March 18<sup>th</sup>, 2020**. Bids will be considered no sooner than at the regular meeting of the Excelsior Springs City Council on Monday, April 6th, 2020 at 6:00 PM.

The City reserves the right to reject any and all proposals, to waive any formality and to select the proposal which the City, in its sole discretion, considers to be in the best interest of the City.

The City further reserves the right, without limitation, to: a) amend, modify, or withdraw this request for bid; b) require supplemental information from any responding provider; c) allow any responding provider to correct or amend insufficient responses; and/or d) cancel, in whole or in part, this request for bid and negotiate with one or more providers if the City, in its sole discretion, deems it in the City's best interests to do so.

The City may exercise any of the foregoing at any time without notice to any person and without liability to any responding provider or any other person for its costs or expenses incurred in connection with this request for bid or otherwise. Submittals and responses to this request for bid will be prepared at the sole costs and expense of the responding providers.

This request for bid does not commit the City to select a provider or to procure, contract for, or obtain any service or goods.



## Excelsior Springs Police Department

### REQUEST FOR BID



#### Specifications for a DODGE DURANGO PURSUIT AWD

##### General Information:

These specifications cover only the Dodge Durango Pursuit AWD sport utility vehicles which is designed and suited for law enforcement that contains and/or is equipped with factory installed heavy duty components and a manufacturers' police package, including but not limited to the items listed below. Automobiles shall be of the newest model year available for order at the time of bid.

##### Minimum Specifications:

ENGINE: V-6 or V-8 with minimum 300 HP rating, Heavy duty cooling system, Engine oil cooler  
ALL WHEEL DRIVE: Two speed, electronically shifted transfer case  
TRANSMISSION: Eight (8) speed Automatic with Overdrive  
STEERING WHEEL: Manufacturer's Standard, Tilt required  
BRAKES: Heavy duty Four (4) wheel anti-lock disc brakes, Power-assisted  
SUSPENSION SYSTEM: Performance front and rear independent suspension systems  
TIRES: Four (4), P265/60R18, Spare tire -P245/65R18  
WHEELS: Five (5), 18"x8" standard aluminum wheels, includes full size spare (steel spare wheel is acceptable)  
ALTERNATOR: 220 amperes  
BATTERY: Heavy duty for police use, 800 CCA minimum  
CRUISE CONTROL: Factory installed required  
AIR CONDITIONING & HEATING: Factory installed air conditioning, Integral heater and defroster  
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required  
REAR WIPER: Manufacturer's standard rear lift gate glass wiper with washer  
RADIO: Manufacturer's Standard AM/FM  
BLUETOOTH: Factory installed Bluetooth hands-free device  
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required  
SPEEDOMETER: Police type, Certified for accuracy  
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate, Each vehicle keyed differently, Factory installed keyless entry system with minimum of two (2) keyless entry key fobs  
OUTSIDE REAR VIEW MIRRORS: Power adjusting outside rear view mirrors required, heated required  
SPOTLIGHT: Driver side spot light, 6" LED, installed  
FRONT SEATS: Heavy duty cloth bucket seats, Power adjusting driver seat required  
SECOND ROW SEATING: Heavy duty cloth fabric, 60/40 bench seat  
THIRD ROW SEATING: None  
AIR BAGS: Manufacturer's Standard  
FLOOR COVERING: Full carpeting, both front and rear  
FLOOR MATS: Manufacturer's carpeted mats required  
FRONT LICENSE BRACKET: Manufacturer's standard required  
AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp, Wired and switched independently from standard dome lamp  
TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring  
SKID PLATE GROUP: Skid plates for fuel tank, transfer case, front suspension and underbody  
BACKUP CAMERA: Manufacturer's standard backup camera required  
COLORS: Standard production solid color exterior and standard interior trim color





## Excelsior Springs Police Department



### Dodge Durango Pursuit AWD Bid Sheet (as per minimum specifications)

#### Bidder to Complete:

Dealership Name: HEARTLAND CHRYSLER DODGE JEEP RAM

Year, Make and Model of vehicle being bid: 2020 DURANGO PURSUIT AWD

Cost per Vehicle: \$ 33019.<sup>00</sup>

Dealer Prep (if any): \$ 199.<sup>00</sup>

**TOTAL BID PRICE** \$ 33218.<sup>00</sup>

500 LED DRIVER SIDE LIGHT  
33718.<sup>00</sup> NW

Bumper-to-Bumper warranty period: 36 months or 36000 miles

Powertrain warranty period: 60 months or 100,000 miles

Expected delivery time (from date of order): 90-120 days

Bid shall be considered valid for 60 days.

Bids shall be sealed and marked "Bid - Police Vehicle." Sealed bids must be received by the Office of the Chief of Police at 301 South Main Street before the sealed bid opening, scheduled for **10:00 AM on Wednesday, March 18<sup>th</sup>, 2020**. Bids will be considered no sooner than at the regular meeting of the Excelsior Springs City Council on Monday, April 6<sup>th</sup>, 2020 at 6:00 PM.

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The City further reserves the right, without limitation, to: a) amend, modify, or withdraw this request for bid; b) require supplemental information from any responding provider; c) allow any responding provider to correct or amend insufficient responses; and/or d) cancel, in whole or in part, this request for bid and negotiate with one or more providers if the City, in its sole discretion, deems it in the City's best interests to do so.

The City may exercise any of the foregoing at any time without notice to any person and without liability to any responding provider or any other person for its costs or expenses incurred in connection with this request for bid or otherwise. Submittals and responses to this request for bid will be prepared at the sole costs and expense of the responding providers.

This request for bid does not commit the City to select a provider or to procure, contract for, or obtain any service or goods.



HEARTLAND CHRYSLER DODGE JEEP RAM  
2017 W JESSE JAMES RD  
EXCELSIOR SPRINGS, MO 640241853

Configuration Preview

Date Printed: 2020-03-11 3:00 PM  
Estimated Ship Date:

VIN:  
VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: 01GJ2 Excelsior Sp  
FAN 2:  
Client Code:  
Bid Number: TB0073  
PO Number:

Sold to:  
HEARTLAND CHRYSLER DODGE JEEP RAM  
(45720)  
2017 W JESSE JAMES RD  
EXCELSIOR SPRINGS, MO 640241853

Ship to:  
HEARTLAND CHRYSLER DODGE JEEP RAM (45720)  
2017 W JESSE JAMES RD  
EXCELSIOR SPRINGS, MO 640241853

Vehicle:

2020 DURANGO PURSUIT AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT AWD	34,870
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	ADL	Skid Plate Group	0
	AHX	Trailer Tow Group IV	295
	5N6	Easy Order	845
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB0073	Government Incentives	0
Discounts:	NAS	50 State Emissions	0
	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495

Total Price: 40,500

Order Type: Fleet  
Scheduling Priority: 1-Sold Order  
Salesperson:  
Customer Name:  
Customer Address:  
USA

PSP Month/Week:  
Build Priority: 99

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



## Excelsior Springs Police Department

### REQUEST FOR BID



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##### Minimum Specifications:

ENGINE: V-6 or V-8 with minimum 300 HP rating, Heavy duty cooling system, Engine oil cooler  
ALL WHEEL DRIVE: Two speed, electronically shifted transfer case  
TRANSMISSION: Eight (8) speed Automatic with Overdrive  
STEERING WHEEL: Manufacturer's Standard, Tilt required  
BRAKES: Heavy duty Four (4) wheel anti-lock disc brakes, Power-assisted  
SUSPENSION SYSTEM: Performance front and rear independent suspension systems  
TIRES: Four (4), P265/60R18, Spare tire -P245/65R18  
WHEELS: Five (5), 18"x8" standard aluminum wheels, includes full size spare (steel spare wheel is acceptable)  
ALTERNATOR: 220 amperes  
BATTERY: Heavy duty for police use, 800 CCA minimum  
CRUISE CONTROL: Factory installed required  
AIR CONDITIONING & HEATING: Factory installed air conditioning, Integral heater and defroster  
ELECTRIC REAR WINDOW DEFROSTER: Manufacturer's standard required  
REAR WIPER: Manufacturer's standard rear lift gate glass wiper with washer  
RADIO: Manufacturer's Standard AM/FM  
BLUETOOTH: Factory installed Bluetooth hands-free device  
POWER WINDOWS AND DOOR LOCKS: Manufacturer's standard required  
SPEEDOMETER: Police type, Certified for accuracy  
SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate, Each vehicle keyed differently, Factory installed keyless entry system with minimum of two (2) keyless entry key fobs **904 GET (H)**  
OUTSIDE REAR VIEW MIRRORS: Power adjusting outside rear view mirrors required, heated required  
SPOTLIGHT: Driver side spot light, 6" LED, installed  
FRONT SEATS: Heavy duty cloth bucket seats, Power adjusting driver seat required  
SECOND ROW SEATING: Heavy duty cloth fabric, 60/40 bench seat  
THIRD ROW SEATING: None  
AIR BAGS: Manufacturer's Standard  
FLOOR COVERING: Full carpeting, both front and rear  
FLOOR MATS: Manufacturer's carpeted mats required  
FRONT LICENSE BRACKET: Manufacturer's standard required  
AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp, Wired and switched independently from standard dome lamp  
TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring  
SKID PLATE GROUP: Skid plates for fuel tank, transfer case, front suspension and underbody  
BACKUP CAMERA: Manufacturer's standard backup camera required  
COLORS: Standard production solid color exterior and standard interior trim color



## Excelsior Springs Police Department



### Dodge Durango Pursuit AWD Bid Sheet (as per minimum specifications)

#### Bidder to Complete:

Dealership Name: LANDMARK DODGE

Year, Make and Model of vehicle being bid: 2020 DODGE DURANGO V8 AWD

Cost per Vehicle: \$ 31,989.00

Dealer Prep (if any): \$ 0-

**TOTAL BID PRICE** \$ 31,989.00

Bumper-to-Bumper warranty period: 36 months or 36,000 miles  
Powertrain warranty period: 60 months or 100,000 miles  
Expected delivery time (from date of order): 90-160 days  
Bid shall be considered valid for 71 days.

Bids shall be sealed and marked "Bid - Police Vehicle." Sealed bids must be received by the Office of the Chief of Police at 301 South Main Street before the sealed bid opening, scheduled for **10:00 AM on Wednesday, March 18<sup>th</sup>, 2020**. Bids will be considered no sooner than at the regular meeting of the Excelsior Springs City Council on Monday, April 6th, 2020 at 6:00 PM.

The City reserves the right to reject any and all proposals, to waive any formality and to select the proposal which the City, in its sole discretion, considers to be in the best interest of the City.

The City further reserves the right, without limitation, to: a) amend, modify, or withdraw this request for bid; b) require supplemental information from any responding provider; c) allow any responding provider to correct or amend insufficient responses; and/or d) cancel, in whole or in part, this request for bid and negotiate with one or more providers if the City, in its sole discretion, deems it in the City's best interests to do so.

The City may exercise any of the foregoing at any time without notice to any person and without liability to any responding provider or any other person for its costs or expenses incurred in connection with this request for bid or otherwise. Submittals and responses to this request for bid will be prepared at the sole costs and expense of the responding providers.

This request for bid does not commit the City to select a provider or to procure, contract for, or obtain any service or goods.

LANDMARK DODGE CHRYSLER JEEP  
1900 S NOLAND RD  
INDEPENDENCE, MO 640551316

Configuration Preview

Date Printed: 2020-03-03 2:53 PM  
Estimated Ship Date:

VIN:  
VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: 00GFH Baader Johnson Food Processing  
FAN 2:  
Client Code:  
Bid Number:  
PO Number:

Sold to:  
LANDMARK DODGE CHRYSLER JEEP (44378)  
1900 S NOLAND RD  
INDEPENDENCE, MO 640551316

Ship to:  
LANDMARK DODGE CHRYSLER JEEP (44378)  
1900 S NOLAND RD  
INDEPENDENCE, MO 640551316

Vehicle:

2020 DURANGO PURSUIT AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO PURSUIT AWD	34,870	34,657
Package:	22Z	Customer Preferred Package 22Z	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995	2,666
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0	0
	APA	Monotone Paint	0	0
	*H7	Cloth Low-Back Bucket Seats	0	0
	-X9	Black	0	0
Options:	ADL	Skid Plate Group	295	263
	AHX	Trailer Tow Group IV	845	752
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4WA	Misc Commercial Account	0	0
Discounts:	NAS	50 State Emissions	0	0
	YG1	7.5 Additional Gallons of Gas	0	19
Destination Fees:			1,495	1,495
Total Price:			<u>40,500</u>	<u>39,852</u>

Order Type: Fleet  
Scheduling Priority: 1-Sold Order  
Salesperson:  
Customer Name: EXCELSIOR SPRINGS POLICE  
Customer Address: 301 S MAIN ST  
EXCELSIOR SPRINGS MD 64024 USA  
Instructions:

PSP Month/Week:  
Build Priority: 99

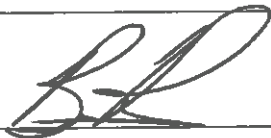
ADD LEA SPOT  
\$ 31,989.00

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

# Affidavit of Newspaper Publication

I, **Brian Rice**, being duly sworn according to the laws of the state that I am **Publisher of *The Excelsior Springs Standard***, a weekly newspaper of general circulation in **Clay County**, where located; which has been admitted to the Post Office as second-class matter in the city of Excelsior Springs, Mo., the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 492.050, R.S. Mo., 2002, as amended, and Section 59.310, R.S. Mo., 2002 as amended. The affixed notice appeared in said newspaper on the following consecutive weeks (issues):

- 1) **FEBRUARY 28**
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_



Publisher, Brian Rice

Filed and recorded this 28 day of February, 2020



Notary Public Brittany Martin

Subscribed and sworn to me this 28 day of February, 2020



PUBLICATION COST \$ **\$42.00**

## BID NOTICE

**The City of Excelsior Springs Police Department** is accepting bids from vehicle dealers for the department's purchase of one (1) new hybrid engine police SUV/Utility vehicle.

Bid specifications and packets can be picked up at the Police Department, located at 301 S. Main Street in Excelsior Springs and returned to the Police Department at 301 S. Main Street for a sealed bid opening on

**Friday, March 6, 2020 at 10:00 AM.**

Any questions about the bid should be directed to **Lieutenant Larry Tarrant at 816-630-2000.**

Received  
MAR 02 2020  
Excelsior Springs  
Police Department



**OFFICIAL ACTION**  
OF CLAY COUNTY, MISSOURI

2019-391-2

**APPROVE IFB #49-19  
LANDMARK DODGE  
MACPP 2020 MODEL YEAR METRO VEHICLE  
COUNTYWIDE**

BY OFFICIAL ACTION OF CLAY COUNTY, MISSOURI, this IFB #49-19 with Landmark Dodge for MACPP 2020 Model Year Metro Vehicle is hereby approved. The Authorized Agent of the County is authorized to sign any documents to facilitate this order.

APPROVED BY THE AUTHORIZED AGENT OF CLAY COUNTY, MISSOURI, THIS 21 DAY  
OF November, 2019.

APPROVED AS TO FORM AND LEGALITY:

Lonell Remick  
COUNTY COUNSELOR

Lauren S. Portwood  
AUTHORIZED AGENT OF THE COUNTY





## REQUEST FOR OFFICIAL ACTION

Rev 6/18/2019

Date: 11/08/2019 Department/Office: Purchasing

Background: Specifications were prepared by the Purchasing Department for Bid No.49-19 MACPP 2020 Model Year Metro Vehicle Bid. Purchasing notified thirty-six Vendors in addition to posting on the County's Web-Site. Forty-six Vendors accessed the documents. Thirteen Vendors responded and provided responses that met all specifications.

Action needed: Award Bid 49-19 MACPP 2020 Model Year Metro Vehicle Bid and Term & Supply Agreement 2019-391 to KCR International Trucks, Inc. dba Summit Truck Group, Kansas City Freightliner, Landmark Dodge, MHC Kenworth, Midway Ford Truck Center, Molle Chevrolet, Inc., Molle Toyota, Inc., Olathe Ford Sales Inc., Randy Curnow Autogroup, Roberts Chevrolet Buick, Shawnee Mission Ford, Westfall O'Dell Truck Sales -Mack and Westfall O'Dell Truck Sales-Volvo the responses that met all specifications.

Immediate Action Required: No ☒ Yes ☐ If Yes, reason?

Budgeted/Funds available in:

Fund Name	#	Dept. Name	#	Acct Name	#
Budgeted Amount		Contract Amount			

Contract needed: Yes ☒ No ☐ County Counsel Legal Review: Yes ☒ No ☐  
Contract attached: Yes ☒ No ☐

Official Copies Distributed To:

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Requestor  
Leslie DeGroot

Commission Action:

RES ☐ ORD ☐ #

Commission Session Date Assigned:

Official Action: 2019-391-2

ELECTRONIC SUBMISSIONS TO [AGENDA@CLAYCOUNTYMO.GOV](mailto:AGENDA@CLAYCOUNTYMO.GOV) ARE ACCEPTED AT ANY TIME, HOWEVER IN THE EVENT COMMISSION ACTION IS REQUIRED, THIS DOCUMENT ALONG WITH ALL SUPPORTING DOCUMENTS MUST BE RECEIVED BY 8:00AM FRIDAY, TEN (10) DAYS PRIOR TO THE NEXT COMMISSION SESSION.



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**City Council Meetings**  
**Council Meeting 4/20/2020**

To: Mayor and City Council  
From: Laura Mize, Neighborhood Specialist  
Date: 4/14/2020  
RE: Consideration of 353 Development Agreement for 421 S. Thompson Avenue -  
Ordinance No. 20-04-06

Mark and Stacey Hurschman have applied for a Chapter 353 Tax Abatement for 421 S. Thompson Street. The building has undergone roof replacement and exterior paint and is being used as a commercial space.

The total eligible expenditures amount to \$55,194.00. The work is currently completed and meets the eligibility requirements for the 353 tax forgiveness.

Staff is available to answer any questions you may have pertaining to this project.

Laura Mize, Neighborhood Specialist

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	4/14/2020
Development Agreement 421 S. Thompson	Exhibit	4/13/2020



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT FOR THE  
REDEVELOPMENT OF 421 S. THOMPSON, EXCELSIOR SPRINGS, MO.

**WHEREAS**, the The Urban Redevelopment Corporations Law, Sections 353.010 to 353.190 of the Revised Statutes of Missouri, authorizes cities to undertake redevelopment projects in blighted, conservation or economic development areas, and

**WHEREAS**, the City of Excelsior Springs, Missouri (“City”) has duly created the Chapter 353 Redevelopment Program; and

**WHEREAS**, the redeveloper, Mark E. Hurschman and Stacey D. Hurschman, have successfully removed the blight from 421 S. Thompson in accordance with the program guidelines; and

**WHEREAS**, the developer has submitted all receipts and complied with the program criteria;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

**Section 1.** The City Council hereby finds and determines that the 421 S. Thompson Redevelopment Project complies with all of the requirements of the 353 Program as established by the City Council of Excelsior Springs.

**Section 2.** The City Council finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with the Developer to implement the Redevelopment Project and redevelop the Redevelopment Area pursuant to the Plan, the Act and the Redevelopment Agreement.

**Section 3.** The Mayor is hereby authorized to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, and the City Clerk is hereby authorized to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in the form attached hereto as Exhibit A, which is hereby approved by the City Council.

**Section 4.** The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 5.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected

with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 6.** This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 20th day of April, 2020.

---

Bradley T. Eales, Mayor

ATTEST:

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Shannon Stroud, City Clerk

REVIEWED BY:

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Molly McGovern, City Manager

**EXHIBIT A**

(A) REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

### **353 DEVELOPMENT AGREEMENT**

#### **421 S. Thomson Avenue** **REDEVELOPMENT PROJECT**

**THIS 353 DEVELOPMENT AGREEMENT**, entered into this 20<sup>th</sup> day of April, 2020 ("Agreement"), by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI ("City"), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION ("Redevelopment Corporation"), and Mark E. Hurschman and Stacey D. Hurschman (421 S. Thompson Avenue owner) is for the implementation of the 353 Downtown Residential Development Plan dated April 20, 2020 ("Development Plan"), submitted by Redevelopment Corporation for implementation of the 421 S. Thompson Avenue Redevelopment Project as legally described in Exhibit "A", attached and incorporated by this reference. The Project Description is attached to this Agreement as Exhibit "B" and incorporated by this reference.

#### **Recitals**

A. The City Council has enacted into law Ordinance No. \_\_\_\_\_ ("Ordinance"), approving the Development Plan of City of Excelsior Springs Redevelopment Corporation for the Implementation of the Downtown 353 Residential Area Redevelopment Project, Excelsior Springs, Missouri, and has determined that the rehabilitation, improvements and redevelopment provided for in the Development Plan and this Agreement are necessary for the public convenience and necessity and that the approval of the Development Plan and the activities related thereto are necessary for the preservation of the public peace, health, safety, morals, and welfare.

B. Redevelopment Corporation is an urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, as amended up to and including the date of the passage and approval of the Ordinance ("Chapter 353"), and is now in good standing in the State of Missouri.

The City, the Redevelopment Corporation and the 421 S. Thompson Avenue Owner, for good and valuable consideration and the mutual covenants contained in this Agreement, agree as follows:

1. Items Incorporated into this Agreement. The provisions of Chapter 353, the provisions of the Ordinance, and the Development Plan are incorporated into this Agreement in their entirety.

2. Redevelopment Area: Project. The real property subject in the Development Plan and the 421 S. Thompson Avenue Redevelopment Project ("Redevelopment Project Area") is more specifically described in Exhibit "A" attached to and incorporated by this reference into this Agreement. The term "Project" refers to the 421 S. Thompson Avenue Redevelopment Project which is more specifically described in Exhibit "B" attached to this Agreement.

3. Developer and Owner Control. Except as specifically provided in the Development Plan or this Agreement, Redevelopment Corporation and 421 S. Thompson Avenue Owner will have complete and exclusive control over the implementation of the 421 S. Thompson Avenue Redevelopment Project and the management and operation of the 421 S. Thompson Avenue Redevelopment Project.

4. 421 S. Thompson Avenue Redevelopment Project Phases. The 421 S. Thompson Avenue Redevelopment Project will be implemented in one Phase. The Phase I schedule is described in the Development Plan.

5. Delays/Extensions. 421 S. Thompson Avenue Owner will implement the 421 S. Thompson Avenue Redevelopment Project with due diligence in performing each and every act required of it under the Development Plan and this Agreement. The times within which development activities are to begin or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of 421 S. Thompson Avenue Owner or not caused or contributed to by 421 S. Thompson Avenue Owner, including, without limitation, construction delays, strikes, lockouts, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisition of or use of materials, litigation challenging the rights of 421 S. Thompson Avenue Owner, the Redevelopment Corporation or the City, delays by the City, or by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, departments and commissions within the projected time frame.

6. Notice of Delay. 421 S. Thompson Avenue Owner must provide timely written notice to the Redevelopment Corporation and the City of any delay before the end of the period, or extension thereof, in which the action was to have been taken or completed. The notice must explain in detail the reason for the delay and the estimated date by which the action will be performed or started.

7. Extensions of Time. In addition to any extension under Section 5 of this Agreement, and upon written request from 421 S. Thompson Avenue Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be

undertaken by 421 S. Thompson Avenue Owner.

8. Performance for Benefit of Redevelopment Corporation/City. If 421 S. Thompson Avenue Owner fails to meet any time limits, as extended, for starting or completing any activity, or performing other obligations, the Redevelopment Corporation and the City may take the actions set out in Section 9 below. No third parties will have any rights or claims with respect to the failure.

9. Breach and Compliance. 421 S. Thompson Avenue Owner's failure to substantially comply, in whole or in part, with this Agreement or the Development Plan, is a breach of 421 S. Thompson Avenue Owner's obligations under the Development Plan and this Agreement. If the 421 S. Thompson Avenue Owner breaches this Agreement or the Development Plan, the Redevelopment Corporation and the City may deliver written notice of the breach to 421 S. Thompson Avenue Owner. 421 S. Thompson Avenue Owner has 60 days after the notice has been given to cure the breach (unless the 60-day cure period is extended by the Redevelopment Corporation and the City in writing). If the breach cannot reasonably be cured within the 60-day cure period, and if 421 S. Thompson Avenue Owner does not begin and continue to diligently pursue the cure of the breach, then the Redevelopment Corporation and the City, acting through the Mayor, in his discretion, may request that the City Council terminate this Agreement and all of 421 S. Thompson Avenue Owner's rights under this Agreement and the Development Plan, in whole or in part.

The Redevelopment Corporation and the City will give 421 S. Thompson Avenue Owner written notice of the request to terminate. At least 15 days after notice of the request is given to 421 S. Thompson Avenue Owner, the Redevelopment Corporation and the City Council will hold a hearing on the request. The City Council may, at its option, but *only* if it finds that there was a breach and that 421 S. Thompson Avenue Owner failed to cure it within the 60-day cure period, or to timely begin and diligently pursue a cure of the breach, terminate this Agreement and all of 421 S. Thompson Avenue Owner's rights under this Agreement and the Development Plan, in whole or in part.

10. Building Maintenance. 421 S. Thompson Avenue Owner must maintain any buildings or other structures and public areas in the 421 S. Thompson Avenue Redevelopment Project Area in good repair in accordance with the City's building code and ordinances. 421 S. Thompson Avenue Owner must secure the buildings or other structures until rehabilitation or reconstruction under the Development Plan begins and during the rehabilitation or reconstruction.

11. 421 S. Thompson Avenue Owner Compliance. 421 S. Thompson Avenue Owner must obtain all permits and approvals required by law. 421 S. Thompson Avenue Owner is subject to all lawful inspections and must perform any necessary acts required under the City's ordinances, including the Ordinance. The City will not unreasonably withhold any necessary approvals or

permits.

12. City Access to Development Project. During the term of this Agreement, 421 S. Thompson Avenue Owner will cooperate with and permit access to the 421 S. Thompson Avenue Redevelopment Project Area for inspection purposes to determine compliance with Excelsior Springs' ordinances and this Agreement by the City's agents, representatives, or other officials of the City during business hours and upon reasonable notice.

13. Redevelopment Corporation and City Actions. The Redevelopment Corporation and the City will cooperate with 421 S. Thompson Avenue Owner in carrying out the Development Plan and this Agreement. The Redevelopment Corporation and the City will use due diligence in performing all acts required of it under the Development Plan and this Agreement.

14. Tax Abatement.

(a) Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID #12311004600700) which contains one addressed improvement: 421 S. Thompson Avenue Excelsior Springs, Missouri. Accordingly, the 421 S. Thompson Avenue Redevelopment Project Area as legally described in Exhibit "A" shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State, or any political subdivision thereof, for a period of ten (10) years after the date that the Redevelopment Corporation becomes the owner of the 421 S. Thompson Avenue Redevelopment Project Area except to such extent and in such amount as may be imposed upon the 421 S. Thompson Avenue Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Clay County, Missouri ("Assessor"), for real property taxes due and payable thereon during the calendar year preceding the calendar year during which Redevelopment Corporation acquired title to the 421 S. Thompson Avenue Redevelopment Project Area. The amounts of such tax assessments shall not be increased during said ten (10) year period so long as the 421 S. Thompson Avenue Redevelopment Project Area is used in accordance with the Development Plan.

(b) Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the ten year tax abatement period described above if the cumulative value of the tax abatement equals or exceeds the Eligible Project Costs in the amount of \$55,194.00 The City shall provide written notification to the 421 S. Thompson Avenue Owner and the Redevelopment Corporation at such time as the City has determined

that the tax abatement has equaled or exceeded the amount of \$55,194.00 prior to terminating the tax abatement with the County Assessor.

(c) Full Assessment-Election To Opt Out After Completion. After the ten (10) year period provided in Section 14(a) above, the 421 S. Thompson Avenue Redevelopment Project Area shall be subject to assessments by the Assessor and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the 421 S. Thompson Avenue Redevelopment Project Area and the standard assessment ratio then in use for similar real property by the Assessor. Furthermore, after the ten (10) year period provided in Section 14(a) above, the 421 S. Thompson Avenue Redevelopment Project Area shall be owned and operated by the 421 S. Thompson Avenue Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

At any time after the completion of the Development, the 421 S. Thompson Avenue Owner may elect to pay a sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of the 421 S. Thompson Avenue Redevelopment Project Area from the date of the completion of the Development, and from the date of such election the 421 S. Thompson Avenue Redevelopment Project Area shall be owned and operated by 421 S. Thompson Avenue Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

(d) Sale or Disposition of Redevelopment Area. The 421 S. Thompson Avenue Owner may sell or otherwise dispose of any or all part of the 421 S. Thompson Avenue Redevelopment Project Area. If there is a sale or other disposition of the property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court of competent jurisdiction, by voluntary transfer or otherwise, the tax relief provided in Section 14 of this Agreement and under the provisions of Chapter 353 shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of the 421 S. Thompson Avenue Redevelopment Project Area so long as such purchaser or transferee shall continue to use, operate and maintain the 421 S. Thompson Avenue Redevelopment Project Area in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, including the earnings limitations contained in Section 16 of this Agreement'.

(e) Breach or Withdrawal. If (i) the City terminates this Agreement under Section 9 above, or (ii) any portion of the 421 S. Thompson Avenue Redevelopment Project Area receiving tax abatement is not used, operated, and maintained in accordance with



Chapter 353, the Development Plan, this Agreement and the Ordinance, that portion of the 421 S. Thompson Avenue Redevelopment Project Area will be assessed for ad valorem taxes at the then full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353, the Development Plan, this Agreement and the Ordinance.

15. Transfer of 421 S. Thompson Avenue Redevelopment Project Area to Redevelopment Corporation. Upon the issuance of a Certificate of Completion by the City as provided in Section 17 herein, the 421 S. Thompson Avenue Owner shall execute a Quit Claim Deed to the Redevelopment Corporation transferring the 421 S. Thompson Avenue Redevelopment Project Area to the Redevelopment Corporation to initiate the tax abatement provided in Section 14 hereof. Subsequently, the Redevelopment Corporation shall execute a Quit Claim Deed transferring the 421 S. Thompson Avenue Redevelopment Project Area back to the 421 S. Thompson Avenue Owner. Both deeds shall be recorded together with the deed from the 421 S. Thompson Avenue Owner recorded first and the deed from the Redevelopment Corporation recorded second.

16. Earnings Limitation on Development. Redevelopment Corporation's net earnings from the Development are limited as provided in Section 353.030. Redevelopment Corporation will comply in all respects with the provisions of Section 353.030. Any surplus earnings of Redevelopment Corporation in excess of the rate of return net earnings from time to time provided by and allowed by applicable law may be held by Redevelopment Corporation as a reserve for maintenance of the allowable rate of return in the future and may be used by Redevelopment Corporation to offset any deficiency in the rate of return when may have occurred in prior years; or may be used to accelerate any and all amortization payments; or may be used for the enlargement of the Development; or may be used for the reduction of any rentals within the Development.

17. Certificate of Completion. 421 S. Thompson Avenue Owner will request, in writing, after completion of the 421 S. Thompson Avenue Redevelopment Project, that the City issue a Certificate of Completion for the 421 S. Thompson Avenue Redevelopment Project. Upon receipt of such request by the City, and after the City Manager conducts his investigations and makes his recommendations, the City Council will consider the matter and, if 421 S. Thompson Avenue Owner have substantially completed the 421 S. Thompson Avenue Redevelopment Project in accordance with the Development Plan and this Agreement, the City will issue a Certificate of Completion for the 421 S. Thompson Avenue Redevelopment Project. If the City Council determines that any part of the 421 S. Thompson Avenue Redevelopment Project has not been substantially completed in accordance with the Development Plan and this Agreement, the City will provide written notice to 421 S. Thompson Avenue Owner stating the reasons for the finding that there has not been substantial compliance with the Development

Plan and this Agreement. The City's failure to notify 421 S. Thompson Avenue Owner within 45 days after receipt of the written request is deemed a Certificate of Completion. 421 S. Thompson Avenue Owner have 180 days after the City gives notice to 421 S. Thompson Avenue Owner within which to correct any failure to substantially complete the 421 S. Thompson Avenue Redevelopment Project in accordance with the Development Plan and this Agreement.

18. Modifications. The terms, conditions and provisions of this Agreement cannot be modified except by mutual agreement in writing between the City, Redevelopment Corporation and 421 S. Thompson Avenue Owner.

19. Invalidation or Cancellation of Agreement by Developer. If 421 S. Thompson Avenue Owner is prohibited from performing its covenants and obligations under this Agreement or the Development Plan by the order of any governmental agency or other authority or a court of competent jurisdiction, or if Chapter 353, this Agreement, the Development Plan, or the Ordinance, is declared invalid in whole or in part, or is amended in whole or in part, then and in such event, 421 S. Thompson Avenue Owner may cancel or terminate this Agreement by giving written notice of its intention to do so to the City within the 60 days after the event giving rise to the right to terminate.

20. Notice. Whenever notice or other communication is called for to be given or is otherwise given pursuant to this Agreement, it must be in writing and personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to the City:

City Manager  
City of Excelsior Springs, Missouri  
201 E. Broadway  
Excelsior Springs, MO64068

If to the Redevelopment Corporation:

Excelsior Springs Redevelopment Corporation c/o  
City Manager  
Hall of Waters  
201 E. Broadway  
Excelsior Springs, MO64024

If to the 421 S. Thompson

Avenue Owner:

Mark E Hurschman and Stacey  
D. Hurschman  
823 Dogwood Street  
Excelsior Springs, MO 64024

Notices sent by mail are deemed given three business days after their deposit in the U.S. Mail, or when delivered to (or refused by) the party to receive the notice. A change or addition of designated officers or addresses may be affected by providing written notice of the change or addition to the other party. Nothing in this Agreement precludes the parties from communicating via facsimile, telephone, electronic mail, or other forms of electronic communication for the conduct of day-to-day business operations.

21. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement. This Agreement will be construed as if the invalid or unenforceable provision were omitted or, if applicable, modified as any court of competent jurisdiction deems reasonable, necessary and equitable. If the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties would have agreed to the valid provisions of this Agreement; or unless the Court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the parties' intent, then this Agreement will be void. If any part of this Agreement regarding the rights or duties hereunder of 421 S. Thompson Avenue Owner is found invalid, 421 S. Thompson Avenue will, at its election, have the right to be released from this Agreement.

22. Choice of Law. The validity, construction and enforceability of this Agreement will be construed in accordance with and governed by the laws of the State of Missouri without regard to its conflicts of law provisions.

23. Binding Effect. This Agreement, and all of its terms and covenants, are binding upon and inure to the benefit of, the successors, affiliates and permitted assigns of 421 S. Thompson Avenue Owner, the Redevelopment Corporation and the City.

24. Priority. If there is any inconsistency between the provisions of Chapter 353, the Ordinance, the Development Plan and this Agreement, the order of priority is: (i) Chapter 353, (ii) the Ordinance, (iii) the Development Plan, and (iv) the Agreement.

**In Witness Whereof**, the parties have caused this Agreement to be duly executed on the date first above written.

Attest:

CITY OF EXCELSIOR SPRINGS

By \_\_\_\_\_  
Bradley T. Eales, Mayor

Attest:

EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION

By \_\_\_\_\_  
Molly McGovern, President

Attest:

421 S. Thompson Avenue Owner

By \_\_\_\_\_  
Mark E. Hurschman and Stacey D. Hurschman  
Property Owner

EXHIBIT "A"

Legal Description for 421  
S. Thompson Avenue

PARCEL ID# 12311004600700

Legal Description: The South half (S ½ ) of the North half (N ½ ) of the Northwest Quarter (NW ¼ ) of the Northeast Quarter (NE ¼ ) of section four (4), Township Fifty-one (51), Range thirty (30), EXCEPT that part conveyed to the State of Missouri for Highway by deed recorded in book 734, page 358, in the office of the Recorder of Deeds, all in Clay County, Missouri.

From assessor's website: EXCELSIOR SPRINGS CITY BLOCKS PT CB 109 BEG 166'NE OF INTERS S THMPSONAVE & ELMS BLVD, NE 52.42, SE 190, SW50, NW200, TO POB

#### EXHIBIT "B" PROJECT DESCRIPTION

1. Awning will be removed, and the front of the building painted in October 2019.
2. Roof and gutters will be replaced between late October and late December 2019.
3. Awning will be repaired or replaced and reinstalled after all other work is completed (late 2019, early 2020).



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**City Council Meetings**  
**Council Meeting 4/20/2020**

To: Mayor and City Council  
From: Laura Mize, Neighborhood Specialist  
Date: 4/12/2020  
RE: Consideration of 353 Development Agreement for 101 South Street - Ordinance No. 20-04-07

Brent McElwee of Investment Resources, LLC has applied for a Chapter 353 Tax Abatement for 101 South Street. The building has undergone extensive interior and exterior renovation and is now housing tenants in two spaces.

The exterior work included masonry repair, HVAC installation, porch repair, and roof replacement. The interior work was also extensive including electrical, plumbing, and carpentry to create two rental spaces.

The total eligible expenditures amount to \$317,290. The work is currently completed and meets the eligibility requirements for the 353 tax forgiveness.

Staff is available to answer any questions you may have pertaining to this project.

Laura Mize, Neighborhood Specialist

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	4/14/2020
Development Agreement 101 South St.	Exhibit	4/13/2020



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT FOR THE  
REDEVELOPMENT OF 101 SOUTH STREET, EXCELSIOR SPRINGS, MO.

**WHEREAS**, the The Urban Redevelopment Corporations Law, Sections 353.010 to 353.190 of the Revised Statutes of Missouri, authorizes cities to undertake redevelopment projects in blighted, conservation or economic development areas, and

**WHEREAS**, the City of Excelsior Springs, Missouri (“City”) has duly created the Chapter 353 Redevelopment Program; and

**WHEREAS**, the redeveloper, Investment Resources, LLC has successfully removed the blight from 101 South Street in accordance with the program guidelines; and

**WHEREAS**, the developer has submitted all receipts and complied with the program criteria;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

**Section 1.** The City Council hereby finds and determines that the 101 South Street Redevelopment Project complies with all of the requirements of the 353 Program as established by the City Council of Excelsior Springs.

**Section 2.** The City Council finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with the Developer to implement the Redevelopment Project and redevelop the Redevelopment Area pursuant to the Plan, the Act and the Redevelopment Agreement.

**Section 3.** The Mayor is hereby authorized to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, and the City Clerk is hereby authorized to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in the form attached hereto as Exhibit A, which is hereby approved by the City Council.

**Section 4.** The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 5.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or

would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 6.** This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 20<sup>th</sup> day of April, 2020.

---

Bradley T. Eales, Mayor

ATTEST:

---

Shannon Stroud, City Clerk

REVIEWED BY:

---

Molly McGovern, City Manager

**EXHIBIT A**

(A) REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

### **353 DEVELOPMENT AGREEMENT**

#### **101 SOUTH STREET REDEVELOPMENT PROJECT**

**THIS 353 DEVELOPMENT AGREEMENT**, entered into this 20 day of April, 2020 ("Agreement"), by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI ("City"), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION ("Redevelopment Corporation"), and Investment Resources, LLC ("101 South Street Owner") is for the implementation of the 353 Downtown Residential Development Plan dated April 20, 2020 ("Development Plan"), submitted by Redevelopment Corporation for implementation of the 101 South Street Redevelopment Project as legally described in Exhibit "A", attached and incorporated by this reference. The Project Description is attached to this Agreement as Exhibit "B" and incorporated by this reference.

#### **Recitals**

A. The City Council has enacted into law Ordinance No. \_\_\_\_\_ ("Ordinance"), approving the Development Plan of City of Excelsior Springs Redevelopment Corporation for the Implementation of the Downtown 353 Residential Area Redevelopment Project, Excelsior Springs, Missouri, and has determined that the rehabilitation, improvements and redevelopment provided for in the Development Plan and this Agreement are necessary for the public convenience and necessity and that the approval of the Development Plan and the activities related thereto are necessary for the preservation of the public peace, health, safety, morals, and welfare.

B. Redevelopment Corporation is an urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, as amended up to and including the date of the passage and approval of the Ordinance ("Chapter 353"), and is now in good standing in the State of Missouri.

The City, the Redevelopment Corporation and the 101 South Street Owner, for good and valuable consideration and the mutual covenants contained in this Agreement, agree as follows:

1. Items Incorporated into this Agreement. The provisions of Chapter 353, the provisions of the Ordinance, and the Development Plan are incorporated into this Agreement in their entirety.
2. Redevelopment Area: Project. The real property subject in the Development

Plan and the 101 South Street Redevelopment Project ("Redevelopment Project Area") is more specifically described in Exhibit "A" attached to and incorporated by this reference into this Agreement. The term "Project" refers to the 101 South Street Redevelopment Project which is more specifically described in Exhibit "B" attached to this Agreement.

3. Developer and Owner Control. Except as specifically provided in the Development Plan or this Agreement, Redevelopment Corporation and 101 South Street Owner will have complete and exclusive control over the implementation of the 101 South Street Redevelopment Project and the management and operation of the 101 South Street Redevelopment Project.

4. 101 South Street Redevelopment Project Phases. The 101 South Street Redevelopment Project will be implemented in one Phase. The Phase I schedule is described in the Development Plan.

5. Delays/Extensions. 101 South Street Owner will implement the 101 South Street Redevelopment Project with due diligence in performing each and every act required of it under the Development Plan and this Agreement. The times within which development activities are to begin or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of 101 South Street Owner or not caused or contributed to by 101 South Street Owner, including, without limitation, construction delays, strikes, lockouts, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisition of or use of materials, litigation challenging the rights of 101 South Street Owner, the Redevelopment Corporation or the City, delays by the City, or by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, departments and commissions within the projected time frame.

6. Notice of Delay. 101 South Street Owner must provide timely written notice to the Redevelopment Corporation and the City of any delay before the end of the period, or extension thereof, in which the action was to have been taken or completed. The notice must explain in detail the reason for the delay and the estimated date by which the action will be performed or started.

7. Extensions of Time. In addition to any extension under Section 5 of this Agreement, and upon written request from 101 South Street Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be undertaken by 101 South Street Owner.

8. Performance for Benefit of Redevelopment Corporation/City. If 101 South Street Owner fails to meet any time limits, as extended, for starting or completing any activity, or

performing other obligations, the Redevelopment Corporation and the City may take the actions set out in Section 9 below. No third parties will have any rights or claims with respect to the failure.

9. Breach and Compliance. 101 South Street Owner's failure to substantially comply, in whole or in part, with this Agreement or the Development Plan, is a breach of 101 South Street Owner's obligations under the Development Plan and this Agreement. If the 101 South Street Owner breaches this Agreement or the Development Plan, the Redevelopment Corporation and the City may deliver written notice of the breach to 101 South Street Owner. 101 South Street Owner has 60 days after the notice has been given to cure the breach (unless the 60-day cure period is extended by the Redevelopment Corporation and the City in writing). If the breach cannot reasonably be cured within the 60-day cure period, and if 101 South Street Owner does not begin and continue to diligently pursue the cure of the breach, then the Redevelopment Corporation and the City, acting through the Mayor, in his discretion, may request that the City Council terminate this Agreement and all of 101 South Street Owner's rights under this Agreement and the Development Plan, in whole or in part.

The Redevelopment Corporation and the City will give 101 South Street Owner written notice of the request to terminate. At least 15 days after notice of the request is given to 101 South Street Owner, the Redevelopment Corporation and the City Council will hold a hearing on the request. The City Council may, at its option, but *only* if it finds that there was a breach and that 101 South Street Owner failed to cure it within the 60-day cure period, or to timely begin and diligently pursue a cure of the breach, terminate this Agreement and all of 101 South Street Owner's rights under this Agreement and the Development Plan, in whole or in part.

10. Building Maintenance. 101 South Street Owner must maintain any buildings or other structures and public areas in the 101 South Street Redevelopment Project Area in good repair in accordance with the City's building code and ordinances. 101 South Street Owner must secure the buildings or other structures until rehabilitation or reconstruction under the Development Plan begins and during the rehabilitation or reconstruction.

11. 101 South Street Owner Compliance. 101 South Street Owner must obtain all permits and approvals required by law. 101 South Street Owner is subject to all lawful inspections and must perform any necessary acts required under the City's ordinances, including the Ordinance. The City will not unreasonably withhold any necessary approvals or permits.

12. City Access to Development Project. During the term of this Agreement, 101 South Street Owner will cooperate with and permit access to the 101 South Street Redevelopment Project Area for inspection purposes to determine compliance with Excelsior Springs' ordinances and this Agreement by the City's agents, representatives, or other officials of the City during business hours

and upon reasonable notice.

13. Redevelopment Corporation and City Actions. The Redevelopment Corporation and the City will cooperate with 101 South Street Owner in carrying out the Development Plan and this Agreement. The Redevelopment Corporation and the City will use due diligence in performing all acts required of it under the Development Plan and this Agreement.

14. Tax Abatement.

(a) Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID #12311002400100) which contains one addressed improvement: 101 South Street Excelsior Springs, Missouri. Accordingly, the 101 South Street Redevelopment Project Area as legally described in Exhibit "A" shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State, or any political subdivision thereof, for a period of ten (10) years after the date that the Redevelopment Corporation becomes the owner of the 101 South Street Redevelopment Project Area except to such extent and in such amount as may be imposed upon the 101 South Street Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Clay County, Missouri ("Assessor"), for real property taxes due and payable thereon during the calendar year preceding the calendar year during which Redevelopment Corporation acquired title to the 101 South Street Redevelopment Project Area. The amounts of such tax assessments shall not be increased during said ten (10) year period so long as the 101 South Street Redevelopment Project Area is used in accordance with the Development Plan.

(b) Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the ten year tax abatement period described above if the cumulative value of the tax abatement equals or exceeds the Eligible Project Costs in the amount of \$317,290.00. The City shall provide written notification to the 101 South Street Owner and the Redevelopment Corporation at such time as the City has determined that the tax abatement has equaled or exceeded the amount of \$317,290.00 prior to terminating the tax abatement with the County Assessor.

(c) Full Assessment-Election To Opt Out After Completion. After the ten (10) year period provided in Section 14(a) above, the 101 South Street Redevelopment Project Area shall be subject to assessments by the Assessor and payment of all ad

valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the 101 South Street Redevelopment Project Area and the standard assessment ratio then in use for similar real property by the Assessor. Furthermore, after the ten (10) year period provided in Section 14(a) above, the 101 South Street Redevelopment Project Area shall be owned and operated by the 101 South Street Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

At any time after the completion of the Development, the 101 South Street Owner may elect to pay a sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of the 101 South Street Redevelopment Project Area from the date of the completion of the Development, and from the date of such election the 101 South Street Redevelopment Project Area shall be owned and operated by 101 South Street Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

(d) Sale or Disposition of Redevelopment Area. The 101 South Street Owner may sell or otherwise dispose of any or all part of the 101 South Street Redevelopment Project Area. If there is a sale or other disposition of the property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court of competent jurisdiction, by voluntary transfer or otherwise, the tax relief provided in Section 14 of this Agreement and under the provisions of Chapter 353 shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of the 101 South Street Redevelopment Project Area so long as such purchaser or transferee shall continue to use, operate and maintain the 101 South Street Redevelopment Project Area in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, including the earnings limitations contained in Section 16 of this Agreement'.

(e) Breach or Withdrawal. If (i) the City terminates this Agreement under Section 9 above, or (ii) any portion of the 101 South Street Redevelopment Project Area receiving tax abatement is not used, operated, and maintained in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, that portion of the 101 South Street Redevelopment Project Area will be assessed for ad valorem taxes at the then full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353, the Development Plan, this Agreement and the Ordinance.

15. Transfer of 101 South Street Redevelopment Project Area to Redevelopment



Corporation. Upon the issuance of a Certificate of Completion by the City as provided in Section 17 herein, the 101 South Street Owner shall execute a Quit Claim Deed to the Redevelopment Corporation transferring the 101 South Street Redevelopment Project Area to the Redevelopment Corporation to initiate the tax abatement provided in Section 14 hereof. Subsequently, the Redevelopment Corporation shall execute a Quit Claim Deed transferring the 101 South Street Redevelopment Project Area back to the 101 South Street Owner. Both deeds shall be recorded together with the deed from the 101 South Street Owner recorded first and the deed from the Redevelopment Corporation recorded second.

16. Earnings Limitation on Development. Redevelopment Corporation's net earnings from the Development are limited as provided in Section 353.030. Redevelopment Corporation will comply in all respects with the provisions of Section 353.030. Any surplus earnings of Redevelopment Corporation in excess of the rate of return net earnings from time to time provided by and allowed by applicable law may be held by Redevelopment Corporation as a reserve for maintenance of the allowable rate of return in the future and may be used by Redevelopment Corporation to offset any deficiency in the rate of return when may have occurred in prior years; or may be used to accelerate any and all amortization payments; or may be used for the enlargement of the Development; or may be used for the reduction of any rentals within the Development.

17. Certificate of Completion. 101 South Street Owner will request, in writing, after completion of the 101 South Street Redevelopment Project, that the City issue a Certificate of Completion for the 101 South Street Redevelopment Project. Upon receipt of such request by the City, and after the City Manager conducts his investigations and makes his recommendations, the City Council will consider the matter and, if 101 South Street Owner have substantially completed the 101 South Street Redevelopment Project in accordance with the Development Plan and this Agreement, the City will issue a Certificate of Completion for the 101 South Street Redevelopment Project. If the City Council determines that any part of the 101 South Street Redevelopment Project has not been substantially completed in accordance with the Development Plan and this Agreement, the City will provide written notice to 101 South Street Owner stating the reasons for the finding that there has not been substantial compliance with the Development Plan and this Agreement. The City's failure to notify 101 South Street Owner within 45 days after receipt of the written request is deemed a Certificate of Completion. 101 South Street Owner have 180 days after the City gives notice to 101 South Street Owner within which to correct any failure to substantially complete the 101 South Street Redevelopment Project in accordance with the Development Plan and this Agreement.

18. Modifications. The terms, conditions and provisions of this Agreement cannot be modified except by mutual agreement in writing between the City, Redevelopment Corporation

and 101 South Street Owner.

19. Invalidation or Cancellation of Agreement by Developer. If 101 South Street Owner is prohibited from performing its covenants and obligations under this Agreement or the Development Plan by the order of any governmental agency or other authority or a court of competent jurisdiction, or if Chapter 353, this Agreement, the Development Plan, or the Ordinance, is declared invalid in whole or in part, or is amended in whole or in part, then and in such event, 101 South Street Owner may cancel or terminate this Agreement by giving written notice of its intention to do so to the City within the 60 days after the event giving rise to the right to terminate.

20. Notice. Whenever notice or other communication is called for to be given or is otherwise given pursuant to this Agreement, it must be in writing and personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to the City:

City Manager  
City of Excelsior Springs, Missouri  
201 E. Broadway  
Excelsior Springs, MO64068

If to the Redevelopment Corporation:

Excelsior Springs Redevelopment Corporation c/o  
City Manager  
Hall of Waters  
201 E. Broadway  
Excelsior Springs, MO64024

If to the 101 South Street

Owner:

Investment Resources, LLC  
1350 N. Jesse James Road  
Excelsior Springs, MO 64024

Notices sent by mail are deemed given three business days after their deposit in the U.S. Mail, or when delivered to (or refused by) the party to receive the notice. A change or addition of

designated officers or addresses may be affected by providing written notice of the change or addition to the other party. Nothing in this Agreement precludes the parties from communicating via facsimile, telephone, electronic mail, or other forms of electronic communication for the conduct of day-to-day business operations.

21. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement. This Agreement will be construed as if the invalid or unenforceable provision were omitted or, if applicable, modified as any court of competent jurisdiction deems reasonable, necessary and equitable. If the court finds that the valid provisions are so essentially and inseparably connected with an so dependent upon the invalid provision that it cannot be presumed that the parties would have agreed to the valid provisions of this Agreement; or unless the Court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the parties' intent, then this Agreement will be void. If any part of this Agreement regarding the rights or duties hereunder of 101 South Street Owner is found invalid, 101 South Street will, at its election, have the right to be released from this Agreement.

22. Choice of Law. The validity, construction and enforceability of this Agreement will be construed in accordance with and governed by the laws of the State of Missouri without regard to its conflicts of law provisions.

23. Binding Effect. This Agreement, and all of its terms and covenants, are binding upon and inure to the benefit of, the successors, affiliates and permitted assigns of 101 South Street Owner, the Redevelopment Corporation and the City.

24. Priority. If there is any inconsistency between the provisions of Chapter 353, the Ordinance, the Development Plan and this Agreement, the order of priority is: (i) Chapter 353, (ii) the Ordinance, (iii) the Development Plan, and (iv) the Agreement.

**In Witness Whereof**, the parties have caused this Agreement to be duly executed on the date first above written.

Attest:

CITY OF EXCELSIOR SPRINGS

By \_\_\_\_\_  
Bradley T. Eales, Mayor



Attest:

EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION

By \_\_\_\_\_  
Molly McGovern, President

Attest:

101 South Street Owner

By \_\_\_\_\_  
Brent McElwee  
Investment Resources, LLC  
Property Owner

EXHIBIT "A"

Legal Description for  
101 South Street

PARCEL ID#12311002400100

Legal Description from Deed: All of Lot 1, Block 16, Original Town, now City, of Excelsior Springs, Clay County, Missouri. Also the North half of vacated alley lying South of said Lot 1, as vacated by Ordinance No. 6249 of the City of Excelsior Springs, recorded August 1, 1972, in Book 1097 at Page 776.

Legal Description on assessor's website: ORIGINAL TOWN EXCELSIOR SPRINGS  
LT 1 BLK 16 & N1/2 VAC ALLEY ADJ ON SOUTH

## EXHIBIT "B"

### PROJECT DESCRIPTION

1. Roof
2. Windows
3. Exterior doors
4. Overhead door
5. Porch and step repair
6. Brick tuck pointing
7. Front porch and rear deck
8. Landscape
9. HVAC
10. Painting



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**City Council Meetings**  
**Council Meeting 4/20/2020**

To: Mayor and City Council  
From: Laura Mize, Neighborhood Specialist  
Date: 4/14/2020  
RE: Consideration of 353 Development Agreement for 407 Concourse Avenue - Ordinance No. 20-04-08

Patricia Lamley has applied for a Chapter 353 Tax Abatement for 407 Concourse Avenue. The home has undergone repair of the chimney, extensive repair of the front porch, and repair of a basement bathroom.

The total eligible expenditures amount to \$9,315.00 of which \$4,785.00 was spent on work to the exterior. The work is currently completed and meets the eligibility requirements for the 353 tax forgiveness.

Staff is available to answer any questions you may have pertaining to this project.

Laura Mize, Neighborhood Specialist

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	4/14/2020
Development Agreement 407 Concourse Ave.	Exhibit	4/13/2020



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT FOR THE  
REDEVELOPMENT OF 407 CONCOURSE, EXCELSIOR SPRINGS, MO.

**WHEREAS**, the The Urban Redevelopment Corporations Law, Sections 353.010 to 353.190 of the Revised Statutes of Missouri, authorizes cities to undertake redevelopment projects in blighted, conservation or economic development areas, and

**WHEREAS**, the City of Excelsior Springs, Missouri (“City”) has duly created the Chapter 353 Redevelopment Program; and

**WHEREAS**, the redeveloper, Lamley, Donald J. and Patty A. Trust has successfully removed the blight from 407 Concourse in accordance with the program guidelines; and

**WHEREAS**, the developer has submitted all receipts and complied with the program criteria;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

**Section 1.** The City Council hereby finds and determines that the 407 Concourse Redevelopment Project complies with all of the requirements of the 353 Program as established by the City Council of Excelsior Springs.

**Section 2.** The City Council finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with the Developer to implement the Redevelopment Project and redevelop the Redevelopment Area pursuant to the Plan, the Act and the Redevelopment Agreement.

**Section 3.** The Mayor is hereby authorized to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, and the City Clerk is hereby authorized to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in the form attached hereto as Exhibit A, which is hereby approved by the City Council.

**Section 4.** The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 5.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or

would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 6.** This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 20th day of April, 2020.

---

Bradley T. Eales, Mayor

ATTEST:

---

Shannon Stroud, City Clerk

REVIEWED BY:

---

Molly McGovern, City Manager

**EXHIBIT A**

(A) REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

**353 DEVELOPMENT AGREEMENT**  
**407 CONCOURSE AVENUE**  
**REDEVELOPMENT PROJECT**

**THIS 353 DEVELOPMENT AGREEMENT**, entered into this 20<sup>TH</sup> day of April, 2020 ("Agreement"), by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI ("City"), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION ("Redevelopment Corporation"), and Lamley Donald J and Patty A Trust ("407 Concourse Avenue Owner") is for the implementation of the 353 Downtown Residential Development Plan dated April 20, 2020 ("Development Plan"), submitted by Redevelopment Corporation for implementation of the 407 Concourse Avenue Redevelopment Project as legally described in Exhibit "A", attached and incorporated by this reference. The Project Description is attached to this Agreement as Exhibit "B" and incorporated by this reference.

**Recitals**

A. The City Council has enacted into law Ordinance No. \_\_\_\_\_ ("Ordinance"), approving the Development Plan of City of Excelsior Springs Redevelopment Corporation for the Implementation of the Downtown 353 Residential Area Redevelopment Project, Excelsior Springs, Missouri, and has determined that the rehabilitation, improvements and redevelopment provided for in the Development Plan and this Agreement are necessary for the public convenience and necessity and that the approval of the Development Plan and the activities related thereto are necessary for the preservation of the public peace, health, safety, morals, and welfare.

B. Redevelopment Corporation is an urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, as amended up to and including the date of the passage and approval of the Ordinance ("Chapter 353"), and is now in good standing in the State of Missouri.

The City, the Redevelopment Corporation and the 407 Concourse Avenue Owner, for good and valuable consideration and the mutual covenants contained in this Agreement, agree as follows:

1. Items Incorporated into this Agreement. The provisions of Chapter 353, the provisions of the Ordinance, and the Development Plan are incorporated into this Agreement in their entirety.

2. Redevelopment Area: Project. The real property subject in the Development Plan and the 407 Concourse Avenue Redevelopment Project ("Redevelopment Project Area") is more specifically described in Exhibit "A" attached to and incorporated by this reference into this Agreement. The term "Project" refers to the 407 Concourse Avenue Redevelopment Project which is more specifically described in Exhibit "B" attached to this Agreement.

3. Developer and Owner Control. Except as specifically provided in the Development Plan or this Agreement, Redevelopment Corporation and 407 Concourse Avenue Owner will have complete and exclusive control over the implementation of the 407 Concourse Avenue Redevelopment Project and the management and operation of the 407 Concourse Avenue Redevelopment Project.

4. 407 Concourse Avenue Redevelopment Project Phases. The 407 Concourse Avenue Redevelopment Project will be implemented in one Phase. The Phase I schedule is described in the Development Plan.

5. Delays/Extensions. 407 Concourse Avenue Owner will implement the 407 Concourse Avenue Redevelopment Project with due diligence in performing each and every act required of it under the Development Plan and this Agreement. The times within which development activities are to begin or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of 407 Concourse Avenue Owner or not caused or contributed to by 407 Concourse Avenue Owner, including, without limitation, construction delays, strikes, lockouts, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisition of or use of materials, litigation challenging the rights of 407 Concourse Avenue Owner, the Redevelopment Corporation or the City, delays by the City, or by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, departments and commissions within the projected time frame.

6. Notice of Delay. 407 Concourse Avenue Owner must provide timely written notice to the Redevelopment Corporation and the City of any delay before the end of the period, or extension thereof, in which the action was to have been taken or completed. The notice must explain in detail the reason for the delay and the estimated date by which the action will be performed or started.

7. Extensions of Time. In addition to any extension under Section 5 of this Agreement, and upon written request from 407 Concourse Avenue Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be undertaken by 407 Concourse Avenue Owner.

8. Performance for Benefit of Redevelopment Corporation/City. If 407 Concourse Avenue Owner fails to meet any time limits, as extended, for starting or completing any activity, or performing other obligations, the Redevelopment Corporation and the City may take the actions set out in Section 9 below. No third parties will have any rights or claims with respect to the failure.

9. Breach and Compliance. 407 Concourse Avenue Owner's failure to substantially comply, in whole or in part, with this Agreement or the Development Plan, is a breach of 407 Concourse Avenue Owner's obligations under the Development Plan and this Agreement. If the 407 Concourse Avenue Owner breaches this Agreement or the Development Plan, the Redevelopment Corporation and the City may deliver written notice of the breach to 407 Concourse Avenue Owner. 407 Concourse Avenue Owner has 60 days after the notice has been given to cure the breach (unless the 60-day cure period is extended by the Redevelopment Corporation and the City in writing). If the breach cannot reasonably be cured within the 60-day cure period, and if 407 Concourse Avenue Owner does not begin and continue to diligently pursue the cure of the breach, then the Redevelopment Corporation and the City, acting through the Mayor, in his discretion, may request that the City Council terminate this Agreement and all of 407 Concourse Avenue Owner's rights under this Agreement and the Development Plan, in whole or in part.

The Redevelopment Corporation and the City will give 407 Concourse Avenue Owner written notice of the request to terminate. At least 15 days after notice of the request is given to 407 Concourse Avenue Owner, the Redevelopment Corporation and the City Council will hold a hearing on the request. The City Council may, at its option, but *only* if it finds that there was a breach and that 407 Concourse Avenue Owner failed to cure it within the 60-day cure period, or to timely begin and diligently pursue a cure of the breach, terminate this Agreement and all of 407 Concourse Avenue Owner's rights under this Agreement and the Development Plan, in whole or in part.

10. Building Maintenance. 407 Concourse Avenue Owner must maintain any buildings or other structures and public areas in the 407 Concourse Avenue Redevelopment Project Area in good repair in accordance with the City's building code and ordinances. 407 Concourse Avenue Owner must secure the buildings or other structures until rehabilitation or reconstruction under the Development Plan begins and during the rehabilitation or reconstruction.

11. 407 Concourse Avenue Owner Compliance. 407 Concourse Avenue Owner must obtain all permits and approvals required by law. 407 Concourse Avenue Owner is subject to all lawful inspections and must perform any necessary acts required under the City's ordinances, including the Ordinance. The City will not unreasonably withhold any necessary approvals or

permits.

12. City Access to Development Project. During the term of this Agreement, 407 Concourse Avenue Owner will cooperate with and permit access to the 407 Concourse Avenue Redevelopment Project Area for inspection purposes to determine compliance with Excelsior Springs' ordinances and this Agreement by the City's agents, representatives, or other officials of the City during business hours and upon reasonable notice.

13. Redevelopment Corporation and City Actions. The Redevelopment Corporation and the City will cooperate with 407 Concourse Avenue Owner in carrying out the Development Plan and this Agreement. The Redevelopment Corporation and the City will use due diligence in performing all acts required of it under the Development Plan and this Agreement.

14. Tax Abatement.

(a) Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID #0009900994175Z) which contains one addressed improvement: 407 Concourse Avenue Excelsior Springs, Missouri. Accordingly, the 407 Concourse Avenue Redevelopment Project Area as legally described in Exhibit "A" shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State, or any political subdivision thereof, for a period of ten (10) years after the date that the Redevelopment Corporation becomes the owner of the 407 Concourse Avenue Redevelopment Project Area except to such extent and in such amount as may be imposed upon the 407 Concourse Avenue Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Clay County, Missouri ("Assessor"), for real property taxes due and payable thereon during the calendar year preceding the calendar year during which Redevelopment Corporation acquired title to the 407 Concourse Avenue Redevelopment Project Area. The amounts of such tax assessments shall not be increased during said ten (10) year period so long as the 407 Concourse Avenue Redevelopment Project Area is used in accordance with the Development Plan.

(b) Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the ten year tax abatement period described above if the cumulative value of the tax abatement equals or exceeds the Eligible Project Costs in the amount of \$9,315.00 The City shall provide written notification to the 407 Concourse Avenue Owner and the Redevelopment Corporation at such time as the City has determined

that the tax abatement has equaled or exceeded the amount of \$9,315.00 prior to terminating the tax abatement with the County Assessor.

(c) Full Assessment-Election To Opt Out After Completion. After the ten (10) year period provided in Section 14(a) above, the 407 Concourse Avenue Redevelopment Project Area shall be subject to assessments by the Assessor and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the 407 Concourse Avenue Redevelopment Project Area and the standard assessment ratio then in use for similar real property by the Assessor. Furthermore, after the ten (10) year period provided in Section 14(a) above, the 407 Concourse Avenue Redevelopment Project Area shall be owned and operated by the 407 Concourse Avenue Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

At any time after the completion of the Development, the 407 Concourse Avenue Owner may elect to pay a sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of the 407 Concourse Avenue Redevelopment Project Area from the date of the completion of the Development, and from the date of such election the 407 Concourse Avenue Redevelopment Project Area shall be owned and operated by 407 Concourse Avenue Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

(d) Sale or Disposition of Redevelopment Area. The 407 Concourse Avenue Owner may sell or otherwise dispose of any or all part of the 407 Concourse Avenue Redevelopment Project Area. If there is a sale or other disposition of the property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court of competent jurisdiction, by voluntary transfer or otherwise, the tax relief provided in Section 14 of this Agreement and under the provisions of Chapter 353 shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of the 407 Concourse Avenue Redevelopment Project Area so long as such purchaser or transferee shall continue to use, operate and maintain the 407 Concourse Avenue Redevelopment Project Area in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, including the earnings limitations contained in Section 16 of this Agreement'.

(e) Breach or Withdrawal. If (i) the City terminates this Agreement under Section 9 above, or (ii) any portion of the 407 Concourse Avenue Redevelopment Project Area receiving tax abatement is not used, operated, and maintained in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, that portion of the



407 Concourse Avenue Redevelopment Project Area will be assessed for ad valorem taxes at the then full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353, the Development Plan, this Agreement and the Ordinance.

15. Transfer of 407 Concourse Avenue Redevelopment Project Area to Redevelopment Corporation. Upon the issuance of a Certificate of Completion by the City as provided in Section 17 herein, the 407 Concourse Avenue Owner shall execute a Quit Claim Deed to the Redevelopment Corporation transferring the 407 Concourse Avenue Redevelopment Project Area to the Redevelopment Corporation to initiate the tax abatement provided in Section 14 hereof. Subsequently, the Redevelopment Corporation shall execute a Quit Claim Deed transferring the 407 Concourse Avenue Redevelopment Project Area back to the 407 Concourse Avenue Owner. Both deeds shall be recorded together with the deed from the 407 Concourse Avenue Owner recorded first and the deed from the Redevelopment Corporation recorded second.

16. Earnings Limitation on Development. Redevelopment Corporation's net earnings from the Development are limited as provided in Section 353.030. Redevelopment Corporation will comply in all respects with the provisions of Section 353.030. Any surplus earnings of Redevelopment Corporation in excess of the rate of return net earnings from time to time provided by and allowed by applicable law may be held by Redevelopment Corporation as a reserve for maintenance of the allowable rate of return in the future and may be used by Redevelopment Corporation to offset any deficiency in the rate of return when may have occurred in prior years; or may be used to accelerate any and all amortization payments; or may be used for the enlargement of the Development; or may be used for the reduction of any rentals within the Development.

17. Certificate of Completion. 407 Concourse Avenue Owner will request, in writing, after completion of the 407 Concourse Avenue Redevelopment Project, that the City issue a Certificate of Completion for the 407 Concourse Avenue Redevelopment Project. Upon receipt of such request by the City, and after the City Manager conducts his investigations and makes his recommendations, the City Council will consider the matter and, if 407 Concourse Avenue Owner have substantially completed the 407 Concourse Avenue Redevelopment Project in accordance with the Development Plan and this Agreement, the City will issue a Certificate of Completion for the 407 Concourse Avenue Redevelopment Project. If the City Council determines that any part of the 407 Concourse Avenue Redevelopment Project has not been substantially completed in accordance with the Development Plan and this Agreement, the City will provide written notice to 407 Concourse Avenue Owner stating the reasons for the finding that there has not been-substantial compliance with the Development Plan and this Agreement. The City's failure to notify 407 Concourse Avenue Owner within 45 days after

receipt of the written request is deemed a Certificate of Completion. 407 Concourse Avenue Owner have 180 days after the City gives notice to 407 Concourse Avenue Owner within which to correct any failure to substantially complete the 407 Concourse Avenue Redevelopment Project in accordance with the Development Plan and this Agreement.

18. Modifications. The terms, conditions and provisions of this Agreement cannot be modified except by mutual agreement in writing between the City, Redevelopment Corporation and 407 Concourse Avenue Owner.

19. Invalidation or Cancellation of Agreement by Developer. If 407 Concourse Avenue Owner is prohibited from performing its covenants and obligations under this Agreement or the Development Plan by the order of any governmental agency or other authority or a court of competent jurisdiction, or if Chapter 353, this Agreement, the Development Plan, or the Ordinance, is declared invalid in whole or in part, or is amended in whole or in part, then and in such event, 407 Concourse Avenue Owner may cancel or terminate this Agreement by giving written notice of its intention to do so to the City within the 60 days after the event giving rise to the right to terminate.

20. Notice. Whenever notice or other communication is called for to be given or is otherwise given pursuant to this Agreement, it must be in writing and personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to the City:

City Manager  
City of Excelsior Springs, Missouri  
201 E. Broadway  
Excelsior Springs, MO64068

If to the Redevelopment Corporation:

Excelsior Springs Redevelopment Corporation c/o  
City Manager  
Hall of Waters  
201 E. Broadway  
Excelsior Springs, MO64024

If to the 407 Concourse Avenue

Owner:

Lamley Donald J and Patty A  
Trust  
407 Concourse Avenue  
Excelsior Springs, MO 64024

Notices sent by mail are deemed given three business days after their deposit in the U.S. Mail, or when delivered to (or refused by) the party to receive the notice. A change or addition of designated officers or addresses may be affected by providing written notice of the change or addition to the other party. Nothing in this Agreement precludes the parties from communicating via facsimile, telephone, electronic mail, or other forms of electronic communication for the conduct of day-to-day business operations.

21. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement. This Agreement will be construed as if the invalid or unenforceable provision were omitted or, if applicable, modified as any court of competent jurisdiction deems reasonable, necessary and equitable. If the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties would have agreed to the valid provisions of this Agreement; or unless the Court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the parties' intent, then this Agreement will be void. If any part of this Agreement regarding the rights or duties hereunder of 407 Concourse Avenue Owner is found invalid, 407 Concourse Avenue will, at its election, have the right to be released from this Agreement.

22. Choice of Law. The validity, construction and enforceability of this Agreement will be construed in accordance with and governed by the laws of the State of Missouri without regard to its conflicts of law provisions.

23. Binding Effect. This Agreement, and all of its terms and covenants, are binding upon and inure to the benefit of, the successors, affiliates and permitted assigns of 407 Concourse Avenue Owner, the Redevelopment Corporation and the City.

24. Priority. If there is any inconsistency between the provisions of Chapter 353, the Ordinance, the Development Plan and this Agreement, the order of priority is: (i) Chapter 353, (ii) the Ordinance, (iii) the Development Plan, and (iv) the Agreement.

**In Witness Whereof**, the parties have caused this Agreement to be duly executed on the date first above written.

Attest:

CITY OF EXCELSIOR SPRINGS

By \_\_\_\_\_  
Bradley T. Eales, Mayor

Attest:

EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION

By \_\_\_\_\_  
Molly McGovern, President

Attest:

407 Concourse Avenue Owner

By \_\_\_\_\_  
Lamley Donald J and Patty A  
Property Owner

EXHIBIT "A"

Legal Description for 407  
Concourse Avenue

PARCEL ID# 00099009941757

Legal Description: ALL OF LTS TWO (2) AND THREE (3) IN CONCOURSE PARK ADDITION TO  
THE CITY OF EXCELSIOR SPRINGS, MISSOURI

## EXHIBIT "B"

### PROJECT DESCRIPTION

Porch repair and porch leak repair, chimney repair, basement bathroom repair.



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**City Council Meetings**  
**Council Meeting 4/20/2020**

To: Mayor and City Council  
From: Laura Mize, Neighborhood Specialist  
Date: 4/13/2020  
RE: Consideration of 353 Development Agreement for 407 E. Broadway Street - Ordinance No. 20-04-09

Gary and Kim Sanson of Peppard Seed & Co., LLC have applied for a Chapter 353 Tax Abatement for 407 E. Broadway St. They rescued the home from demolition and it has undergone extensive interior and exterior renovation. They plan to sell it as a single family home. It is part of a larger East Broadway redevelopment project.

The exterior work included roof replacement, window repair and addition of storm windows, gutter replacement, HVAC installation and insulation installation.

The total eligible expenditures amount to \$32,175.85. The work is currently completed and meets the eligibility requirements for the 353 tax forgiveness.

Staff is available to answer any questions you may have pertaining to this project.

Laura Mize, Neighborhood Specialist

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	4/14/2020
Development Agreement 407 E. Broadway St.	Cover Memo	4/13/2020



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT FOR THE  
REDEVELOPMENT OF 407 E. BROADWAY, EXCELSIOR SPRINGS, MO.

**WHEREAS**, the The Urban Redevelopment Corporations Law, Sections 353.010 to 353.190 of the Revised Statutes of Missouri, authorizes cities to undertake redevelopment projects in blighted, conservation or economic development areas, and

**WHEREAS**, the City of Excelsior Springs, Missouri (“City”) has duly created the Chapter 353 Redevelopment Program; and

**WHEREAS**, the redeveloper, Peppard Seed & Co., LLC, has successfully removed the blight from 407 E. Broadway in accordance with the program guidelines; and

**WHEREAS**, the developer has submitted all receipts and complied with the program criteria;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

**Section 1.** The City Council hereby finds and determines that the 407 E. Broadway Redevelopment Project complies with all of the requirements of the 353 Program as established by the City Council of Excelsior Springs.

**Section 2.** The City Council finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with the Developer to implement the Redevelopment Project and redevelop the Redevelopment Area pursuant to the Plan, the Act and the Redevelopment Agreement.

**Section 3.** The Mayor is hereby authorized to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, and the City Clerk is hereby authorized to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in the form attached hereto as Exhibit A, which is hereby approved by the City Council.

**Section 4.** The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 5.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or

would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 6.** This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 20th day of April, 2020.

---

Bradley T. Eales, Mayor

ATTEST:

---

Shannon Stroud, City Clerk

REVIEWED BY:

---

Molly McGovern, City Manager

**EXHIBIT A**

(A) REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

### **353 DEVELOPMENT AGREEMENT**

#### **407 E. Broadway Avenue** **REDEVELOPMENT PROJECT**

**THIS 353 DEVELOPMENT AGREEMENT**, entered into this 20<sup>th</sup> day of April, 2020 ("Agreement"), by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI ("City"), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION ("Redevelopment Corporation"), and Peppard Seed & Co., LLC ("407 E. Broadway Avenue Owner") is for the implementation of the 353 Downtown Residential Development Plan dated April 20, 2020 ("Development Plan"), submitted by Redevelopment Corporation for implementation of the 407 E. Broadway Avenue Redevelopment Project as legally described in Exhibit "A", attached and incorporated by this reference. The Project Description is attached to this Agreement as Exhibit "B" and incorporated by this reference.

#### **Recitals**

A. The City Council has enacted into law Ordinance No. \_\_\_\_\_ ("Ordinance"), approving the Development Plan of City of Excelsior Springs Redevelopment Corporation for the Implementation of the Downtown 353 Residential Area Redevelopment Project, Excelsior Springs, Missouri, and has determined that the rehabilitation, improvements and redevelopment provided for in the Development Plan and this Agreement are necessary for the public convenience and necessity and that the approval of the Development Plan and the activities related thereto are necessary for the preservation of the public peace, health, safety, morals, and welfare.

B. Redevelopment Corporation is an urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, as amended up to and including the date of the passage and approval of the Ordinance ("Chapter 353"), and is now in good standing in the State of Missouri.

The City, the Redevelopment Corporation and the 407 E. Broadway Avenue Owner, for good and valuable consideration and the mutual covenants contained in this Agreement, agree as follows:

1. Items Incorporated into this Agreement. The provisions of Chapter 353, the provisions of the Ordinance, and the Development Plan are incorporated into this Agreement in their entirety.

2. Redevelopment Area: Project. The real property subject in the Development Plan and the 407 E. Broadway Avenue Redevelopment Project ("Redevelopment Project Area") is more specifically described in Exhibit "A" attached to and incorporated by this reference into this Agreement. The term "Project" refers to the 407 E. Broadway Avenue Redevelopment Project which is more specifically described in Exhibit "B" attached to this Agreement.

3. Developer and Owner Control. Except as specifically provided in the Development Plan or this Agreement, Redevelopment Corporation and 407 E. Broadway Avenue Owner will have complete and exclusive control over the implementation of the 407 E. Broadway Avenue Redevelopment Project and the management and operation of the 407 E. Broadway Avenue Redevelopment Project.

4. 407 E. Broadway Avenue Redevelopment Project Phases. The 407 E. Broadway Avenue Redevelopment Project will be implemented in one Phase. The Phase I schedule is described in the Development Plan.

5. Delays/Extensions. 407 E. Broadway Avenue Owner will implement the 407 E. Broadway Avenue Redevelopment Project with due diligence in performing each and every act required of it under the Development Plan and this Agreement. The times within which development activities are to begin or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of 407 E. Broadway Avenue Owner or not caused or contributed to by 407 E. Broadway Avenue Owner, including, without limitation, construction delays, strikes, lockouts, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisition of or use of materials, litigation challenging the rights of 407 E. Broadway Avenue Owner, the Redevelopment Corporation or the City, delays by the City, or by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, departments and commissions within the projected time frame.

6. Notice of Delay. 407 E. Broadway Avenue Owner must provide timely written notice to the Redevelopment Corporation and the City of any delay before the end of the period, or extension thereof, in which the action was to have been taken or completed. The notice must explain in detail the reason for the delay and the estimated date by which the action will be performed or started.

7. Extensions of Time. In addition to any extension under Section 5 of this Agreement, and upon written request from 407 E. Broadway Avenue Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be undertaken by 407 E. Broadway Avenue Owner.

8. Performance for Benefit of Redevelopment Corporation/City. If 407 E. Broadway Avenue Owner fails to meet any time limits, as extended, for starting or completing any activity, or performing other obligations, the Redevelopment Corporation and the City may take the actions set out in Section 9 below. No third parties will have any rights or claims with respect to the failure.

9. Breach and Compliance. 407 E. Broadway Avenue Owner's failure to substantially comply, in whole or in part, with this Agreement or the Development Plan, is a breach of 407 E. Broadway Avenue Owner's obligations under the Development Plan and this Agreement. If the 407 E. Broadway Avenue Owner breaches this Agreement or the Development Plan, the Redevelopment Corporation and the City may deliver written notice of the breach to 407 E. Broadway Avenue Owner. 407 E. Broadway Avenue Owner has 60 days after the notice has been given to cure the breach (unless the 60-day cure period is extended by the Redevelopment Corporation and the City in writing). If the breach cannot reasonably be cured within the 60-day cure period, and if 407 E. Broadway Avenue Owner does not begin and continue to diligently pursue the cure of the breach, then the Redevelopment Corporation and the City, acting through the Mayor, in his discretion, may request that the City Council terminate this Agreement and all of 407 E. Broadway Avenue Owner's rights under this Agreement and the Development Plan, in whole or in part.

The Redevelopment Corporation and the City will give 407 E. Broadway Avenue Owner written notice of the request to terminate. At least 15 days after notice of the request is given to 407 E. Broadway Avenue Owner, the Redevelopment Corporation and the City Council will hold a hearing on the request. The City Council may, at its option, but *only* if it finds that there was a breach and that 407 E. Broadway Avenue Owner failed to cure it within the 60-day cure period, or to timely begin and diligently pursue a cure of the breach, terminate this Agreement and all of 407 E. Broadway Avenue Owner's rights under this Agreement and the Development Plan, in whole or in part.

10. Building Maintenance. 407 E. Broadway Avenue Owner must maintain any buildings or other structures and public areas in the 407 E. Broadway Avenue Redevelopment Project Area in good repair in accordance with the City's building code and ordinances. 407 E. Broadway Avenue must secure the buildings or other structures until rehabilitation or reconstruction under the Development Plan begins and during the rehabilitation or reconstruction.

11. 407 E. Broadway Street Owner Compliance. 407 E. Broadway Avenue Owner must obtain all permits and approvals required by law. 407 E. Broadway Avenue Owner is subject to all lawful inspections and must perform any necessary acts required under the City's ordinances, including the Ordinance. The City will not unreasonably withhold any necessary approvals or

permits.

12. City Access to Development Project. During the term of this Agreement, 407 E. Broadway Avenue Owner will cooperate with and permit access to the 407 E. Broadway Avenue Redevelopment Project Area for inspection purposes to determine compliance with Excelsior Springs' ordinances and this Agreement by the City's agents, representatives, or other officials of the City during business hours and upon reasonable notice.

13. Redevelopment Corporation and City Actions. The Redevelopment Corporation and the City will cooperate with 407 E. Broadway Avenue Owner in carrying out the Development Plan and this Agreement. The Redevelopment Corporation and the City will use due diligence in performing all acts required of it under the Development Plan and this Agreement.

14. Tax Abatement.

(a) Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID #12312001800700) which contains one addressed improvement: 407 E. Broadway Avenue Excelsior Springs, Missouri. Accordingly, the 407 E. Broadway Avenue Redevelopment Project Area as legally described in Exhibit "A" shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State, or any political subdivision thereof, for a period of ten (10) years after the date that the Redevelopment Corporation becomes the owner of the 407 E. Broadway Avenue Redevelopment Project Area except to such extent and in such amount as may be imposed upon the 407 E. Broadway Avenue Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Clay County, Missouri ("Assessor"), for real property taxes due and payable thereon during the calendar year preceding the calendar year during which Redevelopment Corporation acquired title to the 407 E. Broadway Avenue Redevelopment Project Area. The amounts of such tax assessments shall not be increased during said ten (10) year period so long as the 407 E. Broadway Avenue Redevelopment Project Area is used in accordance with the Development Plan.

(b) Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the ten year tax abatement period described above if the cumulative value of the tax abatement equals or exceeds the Eligible Project Costs in the amount of \$32,175.85. The City shall provide written notification to the 407 E. Broadway Avenue Owner and the Redevelopment Corporation at such time as the City has determined

that the tax abatement has equaled or exceeded the amount of \$32,175.85 prior to terminating the tax abatement with the County Assessor.

(c) Full Assessment-Election To Opt Out After Completion. After the ten (10) year period provided in Section 14(a) above, the 407 E. Broadway Avenue Redevelopment Project Area shall be subject to assessments by the Assessor and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the 407 E. Broadway Avenue Redevelopment Project Area and the standard assessment ratio then in use for similar real property by the Assessor. Furthermore, after the ten (10) year period provided in Section 14(a) above, the 407 E. Broadway Avenue Redevelopment Project Area shall be owned and operated by the 407 E. Broadway Avenue Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

At any time after the completion of the Development, the 407 E. Broadway Avenue Owner may elect to pay a sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of the 407 E. Broadway Avenue Redevelopment Project Area from the date of the completion of the Development, and from the date of such election the 407 E. Broadway Avenue Redevelopment Project Area shall be owned and operated by 407 E. Broadway Avenue Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

(d) Sale or Disposition of Redevelopment Area. The 407 E. Broadway Avenue Owner may sell or otherwise dispose of any or all part of the 407 E. Broadway Avenue Redevelopment Project Area. If there is a sale or other disposition of the property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court of competent jurisdiction, by voluntary transfer or otherwise, the tax relief provided in Section 14 of this Agreement and under the provisions of Chapter 353 shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of the 407 E. Broadway Avenue Redevelopment Project Area so long as such purchaser or transferee shall continue to use, operate and maintain the 407 E. Broadway Avenue Redevelopment Project Area in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, including the earnings limitations contained in Section 16 of this Agreement'.

(e) Breach or Withdrawal. If (i) the City terminates this Agreement under Section 9 above, or (ii) any portion of the 407 E. Broadway Avenue Redevelopment Project Area receiving tax abatement is not used, operated, and maintained in accordance with



Chapter 353, the Development Plan, this Agreement and the Ordinance, that portion of the 407 E. Broadway Avenue Redevelopment Project Area will be assessed for ad valorem taxes at the then full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353, the Development Plan, this Agreement and the Ordinance.

15. Transfer of 407 E. Broadway Avenue Redevelopment Project Area to Redevelopment Corporation. Upon the issuance of a Certificate of Completion by the City as provided in Section 17 herein, the 407 E. Broadway Avenue Owner shall execute a Quit Claim Deed to the Redevelopment Corporation transferring the 407 E. Broadway Avenue Redevelopment Project Area to the Redevelopment Corporation to initiate the tax abatement provided in Section 14 hereof. Subsequently, the Redevelopment Corporation shall execute a Quit Claim Deed transferring the 407 E. Broadway Avenue Redevelopment Project Area back to the 407 E. Broadway Avenue Owner. Both deeds shall be recorded together with the deed from the 407 E. Broadway Avenue Owner recorded first and the deed from the Redevelopment Corporation recorded second.

16. Earnings Limitation on Development. Redevelopment Corporation's net earnings from the Development are limited as provided in Section 353.030. Redevelopment Corporation will comply in all respects with the provisions of Section 353.030. Any surplus earnings of Redevelopment Corporation in excess of the rate of return net earnings from time to time provided by and allowed by applicable law may be held by Redevelopment Corporation as a reserve for maintenance of the allowable rate of return in the future and may be used by Redevelopment Corporation to offset any deficiency in the rate of return when may have occurred in prior years; or may be used to accelerate any and all amortization payments; or may be used for the enlargement of the Development; or may be used for the reduction of any rentals within the Development.

17. Certificate of Completion. 407 E. Broadway Avenue Owner will request, in writing, after completion of the 407 E. Broadway Avenue Redevelopment Project, that the City issue a Certificate of Completion for the 407 E. Broadway Avenue Redevelopment Project. Upon receipt of such request by the City, and after the City Manager conducts his investigations and makes his recommendations, the City Council will consider the matter and, if 407 E. Broadway Avenue Owner have substantially completed the 407 E. Broadway Avenue Redevelopment Project in accordance with the Development Plan and this Agreement, the City will issue a Certificate of Completion for the 407 E. Broadway Avenue Redevelopment Project. If the City Council determines that any part of the 407 E. Broadway Avenue Redevelopment Project has not been substantially completed in accordance with the Development Plan and this Agreement, the City will provide written notice to 407 E. Broadway Avenue Owner stating the reasons for the finding that there has not been substantial compliance with the Development

Plan and this Agreement. The City's failure to notify 407 E. Broadway Avenue Owner within 45 days after receipt of the written request is deemed a Certificate of Completion. 407 E. Broadway Avenue Owner have 180 days after the City gives notice to 407 E. Broadway Avenue Owner within which to correct any failure to substantially complete the 407 E. Broadway Avenue Redevelopment Project in accordance with the Development Plan and this Agreement.

18. Modifications. The terms, conditions and provisions of this Agreement cannot be modified except by mutual agreement in writing between the City, Redevelopment Corporation and 407 E. Broadway Avenue Owner.

19. Invalidation or Cancellation of Agreement by Developer. If 407 E. Broadway Avenue Owner is prohibited from performing its covenants and obligations under this Agreement or the Development Plan by the order of any governmental agency or other authority or a court of competent jurisdiction, or if Chapter 353, this Agreement, the Development Plan, or the Ordinance, is declared invalid in whole or in part, or is amended in whole or in part, then and in such event, 407 E. Broadway Avenue Owner may cancel or terminate this Agreement by giving written notice of its intention to do so to the City within the 60 days after the event giving rise to the right to terminate.

20. Notice. Whenever notice or other communication is called for to be given or is otherwise given pursuant to this Agreement, it must be in writing and personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to the City:

City Manager  
City of Excelsior Springs, Missouri  
201 E. Broadway  
Excelsior Springs, MO64068

If to the Redevelopment Corporation:

Excelsior Springs Redevelopment Corporation c/o  
City Manager  
Hall of Waters  
201 E. Broadway  
Excelsior Springs, MO64024

If to the 407 E. Broadway

Avenue Owner:

Peppard Seed & Co., LLC  
704 N. Kimball  
Excelsior Springs, MO 64024

Notices sent by mail are deemed given three business days after their deposit in the U.S. Mail, or when delivered to (or refused by) the party to receive the notice. A change or addition of designated officers or addresses may be affected by providing written notice of the change or addition to the other party. Nothing in this Agreement precludes the parties from communicating via facsimile, telephone, electronic mail, or other forms of electronic communication for the conduct of day-to-day business operations.

21. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement. This Agreement will be construed as if the invalid or unenforceable provision were omitted or, if applicable, modified as any court of competent jurisdiction deems reasonable, necessary and equitable. If the court finds that the valid provisions are so essentially and inseparably connected with an so dependent upon the invalid provision that it cannot be presumed that the parties would have agreed to the valid provisions of this Agreement; or unless the Court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the parties' intent, then this Agreement will be void. If any part of this Agreement regarding the rights or duties hereunder of 407 E. Broadway Avenue Owner is found invalid, 407 E. Broadway Avenue will, at its election, have the right to be released from this Agreement.

22. Choice of Law. The validity, construction and enforceability of this Agreement will be construed in accordance with and governed by the laws of the State of Missouri without regard to its conflicts of law provisions.

23. Binding Effect. This Agreement, and all of its terms and covenants, are binding upon and inure to the benefit of, the successors, affiliates and permitted assigns of 407 E. Broadway Avenue Owner, the Redevelopment Corporation and the City.

24. Priority. If there is any inconsistency between the provisions of Chapter 353, the Ordinance, the Development Plan and this Agreement, the order of priority is: (i) Chapter 353, (ii) the Ordinance, (iii) the Development Plan, and (iv) the Agreement.

**In Witness Whereof**, the parties have caused this Agreement to be duly executed on the date first above written.

Attest:

CITY OF EXCELSIOR SPRINGS

By \_\_\_\_\_  
Bradley T. Eales, Mayor

Attest:

EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION

By \_\_\_\_\_  
Molly McGovern, President

Attest:

407 E. Broadway Avenue Owner

By \_\_\_\_\_  
Gary and Kim Sanson  
Peppard Seed & Co., LLC  
Property Owner

EXHIBIT "A"

Legal Description for 407  
E. Broadway Avenue

PARCEL ID# 12312001800700

Legal Description: ALL OF LOTS FIVE (5) & SIX (6) BLK 1 IN CRAVER & BATES ADDITION TO  
THE CITY OF EXCELSIOR SPRINGS, MISSOURI

## EXHIBIT "B"

### Project Description:

1. New roof.
2. Restore all windows.
3. Custom made storm windows.
4. New gutters.
5. Insulation.
6. HVAC.







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## City Council Meetings

### Council Meeting 4/20/2020

To: Mayor and City Council  
From: Laura Mize, Neighborhood Specialist  
Date: 4/13/2020  
RE: Consideration of 353 Development Agreement for 504 Benton Avenue - Ordinance No. 20-04-10

Mark Spohn of 504 Benton A, LLC has applied for a Chapter 353 Tax Abatement for 504 Benton Avenue. The home has undergone extensive interior and exterior renovation and he plans to sell it as a single family home.

The exterior work included masonry repair, replacement of the roof, porch repair, and gutter replacement. The interior work was also extensive including flooring, electrical, plumbing, drywall and framing.

The total eligible expenditures amount to \$39,649.82. The work is currently completed and meets the eligibility requirements for the 353 tax forgiveness.

Staff is available to answer any questions you may have pertaining to this project.

Laura Mize, Neighborhood Specialist

#### ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	4/14/2020
Development Agreement 504 Benton Ave.	Exhibit	4/13/2020

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT FOR THE  
REDEVELOPMENT OF 504 BENTON, EXCELSIOR SPRINGS, MO.

**WHEREAS**, the The Urban Redevelopment Corporations Law, Sections 353.010 to 353.190 of the Revised Statutes of Missouri, authorizes cities to undertake redevelopment projects in blighted, conservation or economic development areas, and

**WHEREAS**, the City of Excelsior Springs, Missouri (“City”) has duly created the Chapter 353 Redevelopment Program; and

**WHEREAS**, the redeveloper, 504BentonA, LLC, has successfully removed the blight from 504 Benton in accordance with the program guidelines; and

**WHEREAS**, the developer has submitted all receipts and complied with the program criteria;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

**Section 1.** The City Council hereby finds and determines that the 504 Benton Redevelopment Project complies with all of the requirements of the 353 Program as established by the City Council of Excelsior Springs.

**Section 2.** The City Council finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with the Developer to implement the Redevelopment Project and redevelop the Redevelopment Area pursuant to the Plan, the Act and the Redevelopment Agreement.

**Section 3.** The Mayor is hereby authorized to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, and the City Clerk is hereby authorized to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in the form attached hereto as Exhibit A, which is hereby approved by the City Council.

**Section 4.** The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 5.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or

would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 6.** This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 20th day of April, 2020.

---

Bradley T. Eales, Mayor

ATTEST:

---

Shannon Stroud, City Clerk

REVIEWED BY:

---

Molly McGovern, City Manager

**EXHIBIT A**

(A) REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

### **353 DEVELOPMENT AGREEMENT**

#### **504 Benton Avenue** **REDEVELOPMENT PROJECT**

**THIS 353 DEVELOPMENT AGREEMENT**, entered into this 20<sup>th</sup> day of April, 2020 ("Agreement"), by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI ("City"), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION ("Redevelopment Corporation"), and Mark Spohn, 504 Benton A, LLC ("504 Benton Avenue Owner") is for the implementation of the 353 Downtown Residential Development Plan dated April 20, 2020 ("Development Plan"), submitted by Redevelopment Corporation for implementation of the 504 Benton Avenue Redevelopment Project as legally described in Exhibit "A", attached and incorporated by this reference. The Project Description is attached to this Agreement as Exhibit "B" and incorporated by this reference.

#### **Recitals**

A. The City Council has enacted into law Ordinance No. \_\_\_\_\_ ("Ordinance"), approving the Development Plan of City of Excelsior Springs Redevelopment Corporation for the Implementation of the Downtown 353 Residential Area Redevelopment Project, Excelsior Springs, Missouri, and has determined that the rehabilitation, improvements and redevelopment provided for in the Development Plan and this Agreement are necessary for the public convenience and necessity and that the approval of the Development Plan and the activities related thereto are necessary for the preservation of the public peace, health, safety, morals, and welfare.

B. Redevelopment Corporation is an urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, as amended up to and including the date of the passage and approval of the Ordinance ("Chapter 353"), and is now in good standing in the State of Missouri.

The City, the Redevelopment Corporation and the 504 Benton Avenue Owner, for good and valuable consideration and the mutual covenants contained in this Agreement, agree as follows:

1. Items Incorporated into this Agreement. The provisions of Chapter 353, the provisions of the Ordinance, and the Development Plan are incorporated into this Agreement in their entirety.

2. Redevelopment Area: Project. The real property subject in the Development Plan and the 504 Benton Avenue Redevelopment Project ("Redevelopment Project Area") is more specifically described in Exhibit "A" attached to and incorporated by this reference into this Agreement. The term "Project" refers to the 504 Benton Avenue Redevelopment Project which is more specifically described in Exhibit "B" attached to this Agreement.

3. Developer and Owner Control. Except as specifically provided in the Development Plan or this Agreement, Redevelopment Corporation and 504 Benton Avenue Owner will have complete and exclusive control over the implementation of the 504 Benton Avenue Redevelopment Project and the management and operation of the 504 Benton Avenue Redevelopment Project.

4. 504 Benton Avenue Redevelopment Project Phases. The 504 Benton Avenue Redevelopment Project will be implemented in one Phase. The Phase I schedule is described in the Development Plan.

5. Delays/Extensions. 504 Benton Avenue Owner will implement the 504 Benton Avenue Redevelopment Project with due diligence in performing each and every act required of it under the Development Plan and this Agreement. The times within which development activities are to begin or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of 504 Benton Avenue Owner or not caused or contributed to by 504 Benton Avenue Owner, including, without limitation, construction delays, strikes, lockouts, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisition of or use of materials, litigation challenging the rights of 504 Benton Avenue Owner, the Redevelopment Corporation or the City, delays by the City, or by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, departments and commissions within the projected time frame.

6. Notice of Delay. 504 Benton Avenue Owner must provide timely written notice to the Redevelopment Corporation and the City of any delay before the end of the period, or extension thereof, in which the action was to have been taken or completed. The notice must explain in detail the reason for the delay and the estimated date by which the action will be performed or started.

7. Extensions of Time. In addition to any extension under Section 5 of this Agreement, and upon written request from 504 Benton Avenue Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be undertaken by 504 Benton Avenue Owner.

8. Performance for Benefit of Redevelopment Corporation/City. If 504 Benton Avenue Owner fails to meet any time limits, as extended, for starting or completing any activity, or performing other obligations, the Redevelopment Corporation and the City may take the actions set out in Section 9 below. No third parties will have any rights or claims with respect to the failure.

9. Breach and Compliance. 504 Benton Avenue Owner's failure to substantially comply, in whole or in part, with this Agreement or the Development Plan, is a breach of 504 Benton Avenue Owner's obligations under the Development Plan and this Agreement. If the 504 Benton Avenue Owner breaches this Agreement or the Development Plan, the Redevelopment Corporation and the City may deliver written notice of the breach to 504 Benton Avenue Owner. 504 Benton Avenue Owner has 60 days after the notice has been given to cure the breach (unless the 60-day cure period is extended by the Redevelopment Corporation and the City in writing). If the breach cannot reasonably be cured within the 60-day cure period, and if 504 Benton Avenue Owner does not begin and continue to diligently pursue the cure of the breach, then the Redevelopment Corporation and the City, acting through the Mayor, in his discretion, may request that the City Council terminate this Agreement and all of 504 Benton Avenue Owner's rights under this Agreement and the Development Plan, in whole or in part.

The Redevelopment Corporation and the City will give 504 Benton Avenue Owner written notice of the request to terminate. At least 15 days after notice of the request is given to 504 Benton Avenue Owner, the Redevelopment Corporation and the City Council will hold a hearing on the request. The City Council may, at its option, but *only* if it finds that there was a breach and that 504 Benton Avenue Owner failed to cure it within the 60-day cure period, or to timely begin and diligently pursue a cure of the breach, terminate this Agreement and all of 504 Benton Avenue Owner's rights under this Agreement and the Development Plan, in whole or in part.

10. Building Maintenance. 504 Benton Avenue Owner must maintain any buildings or other structures and public areas in the 504 Benton Avenue Redevelopment Project Area in good repair in accordance with the City's building code and ordinances. 504 Benton Avenue Owner must secure the buildings or other structures until rehabilitation or reconstruction under the Development Plan begins and during the rehabilitation or reconstruction.

11. 504 Benton Avenue Owner Compliance. 504 Benton Avenue Owner must obtain all permits and approvals required by law. 504 Benton Avenue Owner is subject to all lawful inspections and must perform any necessary acts required under the City's ordinances, including the Ordinance. The City will not unreasonably withhold any necessary approvals or permits.

12. City Access to Development Project. During the term of this Agreement, 504 Benton

Avenue Owner will cooperate with and permit access to the 504 Benton Avenue Redevelopment Project Area for inspection purposes to determine compliance with Excelsior Springs' ordinances and this Agreement by the City's agents, representatives, or other officials of the City during business hours and upon reasonable notice.

13. Redevelopment Corporation and City Actions. The Redevelopment Corporation and the City will cooperate with 504 Benton Avenue Owner in carrying out the Development Plan and this Agreement. The Redevelopment Corporation and the City will use due diligence in performing all acts required of it under the Development Plan and this Agreement.

14. Tax Abatement.

(a) Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID #12312000801100) which contains one addressed improvement: 504 Benton Avenue Excelsior Springs, Missouri. Accordingly, the 504 Benton Avenue Redevelopment Project Area as legally described in Exhibit "A" shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State, or any political subdivision thereof, for a period of ten (10) years after the date that the Redevelopment Corporation becomes the owner of the 504 Benton Avenue Redevelopment Project Area except to such extent and in such amount as may be imposed upon the 504 Benton Avenue Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Clay County, Missouri ("Assessor"), for real property taxes due and payable thereon during the calendar year preceding the calendar year during which Redevelopment Corporation acquired title to the 504 Benton Avenue Redevelopment Project Area. The amounts of such tax assessments shall not be increased during said ten (10) year period so long as the 504 Benton Avenue Redevelopment Project Area is used in accordance with the Development Plan.

(b) Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the ten year tax abatement period described above if the cumulative value of the tax abatement equals or exceeds the Eligible Project Costs in the amount of \$39,649.82. The City shall provide written notification to the 504 Benton Avenue Owner and the Redevelopment Corporation at such time as the City has determined that the tax abatement has equaled or exceeded the amount of \$39,649.82 prior to terminating the tax abatement with the County Assessor.



(c) Full Assessment-Election To Opt Out After Completion. After the ten (10) year period provided in Section 14(a) above, the 504 Benton Avenue Redevelopment Project Area shall be subject to assessments by the Assessor and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the 504 Benton Avenue Redevelopment Project Area and the standard assessment ratio then in use for similar real property by the Assessor. Furthermore, after the ten (10) year period provided in Section 14(a) above, the 504 Benton Avenue Redevelopment Project Area shall be owned and operated by the 504 Benton Avenue Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

At any time after the completion of the Development, the 504 Benton Avenue Owner may elect to pay a sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of the 504 Benton Avenue Redevelopment Project Area from the date of the completion of the Development, and from the date of such election the 504 Benton Avenue Redevelopment Project Area shall be owned and operated by 504 Benton Avenue Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

(d) Sale or Disposition of Redevelopment Area. The 504 Benton Avenue Owner may sell or otherwise dispose of any or all part of the 504 Benton Avenue Redevelopment Project Area. If there is a sale or other disposition of the property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court of competent jurisdiction, by voluntary transfer or otherwise, the tax relief provided in Section 14 of this Agreement and under the provisions of Chapter 353 shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of the 504 Benton Avenue Redevelopment Project Area so long as such purchaser or transferee shall continue to use, operate and maintain the 504 Benton Avenue Redevelopment Project Area in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, including the earnings limitations contained in Section 16 of this Agreement'.

(e) Breach or Withdrawal. If (i) the City terminates this Agreement under Section 9 above, or (ii) any portion of the 504 Benton Avenue Redevelopment Project Area receiving tax abatement is not used, operated, and maintained in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, that portion of the 504 Benton Avenue Redevelopment Project Area will be assessed for ad valorem taxes at the then full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353, the Development Plan, this

Agreement and the Ordinance.

15. Transfer of 504 Benton Avenue Redevelopment Project Area to Redevelopment Corporation. Upon the issuance of a Certificate of Completion by the City as provided in Section 17 herein, the 504 Benton Avenue Owner shall execute a Quit Claim Deed to the Redevelopment Corporation transferring the 504 Benton Avenue Redevelopment Project Area to the Redevelopment Corporation to initiate the tax abatement provided in Section 14 hereof. Subsequently, the Redevelopment Corporation shall execute a Quit Claim Deed transferring the 504 Benton Avenue Redevelopment Project Area back to the 504 Benton Avenue Owner. Both deeds shall be recorded together with the deed from the 504 Benton Avenue Owner recorded first and the deed from the Redevelopment Corporation recorded second.

16. Earnings Limitation on Development. Redevelopment Corporation's net earnings from the Development are limited as provided in Section 353.030. Redevelopment Corporation will comply in all respects with the provisions of Section 353.030. Any surplus earnings of Redevelopment Corporation in excess of the rate of return net earnings from time to time provided by and allowed by applicable law may be held by Redevelopment Corporation as a reserve for maintenance of the allowable rate of return in the future and may be used by Redevelopment Corporation to offset any deficiency in the rate of return when may have occurred in prior years; or may be used to accelerate any and all amortization payments; or may be used for the enlargement of the Development; or may be used for the reduction of any rentals within the Development.

17. Certificate of Completion. 504 Benton Avenue Owner will request, in writing, after completion of the 504 Benton Avenue Redevelopment Project, that the City issue a Certificate of Completion for the 504 Benton Avenue Redevelopment Project. Upon receipt of such request by the City, and after the City Manager conducts his investigations and makes his recommendations, the City Council will consider the matter and, if 504 Benton Avenue Owner have substantially completed the 504 Benton Avenue Redevelopment Project in accordance with the Development Plan and this Agreement, the City will issue a Certificate of Completion for the 504 Benton Avenue Redevelopment Project. If the City Council determines that any part of the 504 Benton Avenue Redevelopment Project has not been substantially completed in accordance with the Development Plan and this Agreement, the City will provide written notice to 504 Benton Avenue Owner stating the reasons for the finding that there has not been substantial compliance with the Development Plan and this Agreement. The City's failure to notify 504 Benton Avenue Owner within 45 days after receipt of the written request is deemed a Certificate of Completion. 504 Benton Avenue Owner have 180 days after the City gives notice to 504 Benton Avenue Owner within which to correct any failure to substantially complete the 504 Benton Avenue Redevelopment Project in accordance with the Development Plan and this Agreement.

18. Modifications. The terms, conditions and provisions of this Agreement cannot be modified except by mutual agreement in writing between the City, Redevelopment Corporation and 504 Benton Avenue Owner.

19. Invalidation or Cancellation of Agreement by Developer. If 504 Benton Avenue Owner is prohibited from performing its covenants and obligations under this Agreement or the Development Plan by the order of any governmental agency or other authority or a court of competent jurisdiction, or if Chapter 353, this Agreement, the Development Plan, or the Ordinance, is declared invalid in whole or in part, or is amended in whole or in part, then and in such event, 504 Benton Avenue Owner may cancel or terminate this Agreement by giving written notice of its intention to do so to the City within the 60 days after the event giving rise to the right to terminate.

20. Notice. Whenever notice or other communication is called for to be given or is otherwise given pursuant to this Agreement, it must be in writing and personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to the City:

City Manager  
City of Excelsior Springs, Missouri  
201 E. Broadway  
Excelsior Springs, MO64068

If to the Redevelopment Corporation:

Excelsior Springs Redevelopment Corporation c/o  
City Manager  
Hall of Waters  
201 E. Broadway  
Excelsior Springs, MO64024

If to the 504 Benton Avenue

Owner:

Mark Spohn (504 Benton A,  
LLC)  
426 Concourse Ave.

Excelsior Springs, MO 64024

Notices sent by mail are deemed given three business days after their deposit in the U.S. Mail, or when delivered to (or refused by) the party to receive the notice. A change or addition of designated officers or addresses may be affected by providing written notice of the change or addition to the other party. Nothing in this Agreement precludes the parties from communicating via facsimile, telephone, electronic mail, or other forms of electronic communication for the conduct of day-to-day business operations.

21. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement. This Agreement will be construed as if the invalid or unenforceable provision were omitted or, if applicable, modified as any court of competent jurisdiction deems reasonable, necessary and equitable. If the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties would have agreed to the valid provisions of this Agreement; or unless the Court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the parties' intent, then this Agreement will be void. If any part of this Agreement regarding the rights or duties hereunder of 504 Benton Avenue Owner is found invalid, 504 Benton Avenue will, at its election, have the right to be released from this Agreement.

22. Choice of Law. The validity, construction and enforceability of this Agreement will be construed in accordance with and governed by the laws of the State of Missouri without regard to its conflicts of law provisions.

23. Binding Effect. This Agreement, and all of its terms and covenants, are binding upon and inure to the benefit of, the successors, affiliates and permitted assigns of 504 Benton Avenue Owner, the Redevelopment Corporation and the City.

24. Priority. If there is any inconsistency between the provisions of Chapter 353, the Ordinance, the Development Plan and this Agreement, the order of priority is: (i) Chapter 353, (ii) the Ordinance, (iii) the Development Plan, and (iv) the Agreement.

**In Witness Whereof**, the parties have caused this Agreement to be duly executed on the date first above written.

Attest:

CITY OF EXCELSIOR SPRINGS

By \_\_\_\_\_  
Bradley T. Eales, Mayor

Attest:

EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION

By \_\_\_\_\_  
Molly McGovern, President

Attest:

504 Benton Avenue Owner

By \_\_\_\_\_  
Mark Spohn (504 Benton A, LLC)  
Property Owner

EXHIBIT "A"

Legal Description for  
504 Benton Avenue

PARCEL ID#12312000801100

Legal Description from Deed: All of Lots 13 and 14, BENTON PLACE, an addition to the City of Excelsior Springs, Clay County, Missouri.

Legal Description from assessor's website: BENTON PLACE LTS 13 & 14

**EXHIBIT B**  
**PROJECT DESCRIPTION**

1. Repaired and replaced damaged siding.
2. Removed and rebuilt front porch to reflect historic value.
3. Removed and rebuilt rear deck.
4. New roof
5. Paint
6. New exterior trim
7. HVAC
8. New driveway and sidewalks
9. New guttering
10. Foundation repair





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**Public Works**  
**Council Meeting 4/20/2020**

To: Mayor and City Council  
From: Chad Birdsong, Director of Public Works  
Date: 4/15/2020  
RE: Consideration of Communications Tower Agreement with MHTC - Ordinance No. 20-04-11

Mo Dot has been improving their response to traffic signal operations and maintenance all over the KC metro area by changing from manual adjustments of operations to radio controlled operations on monitoring. Where this has been implemented, citizens see the benefit by a better response time to adjusting the signals or resetting them after a power outage or a system failure. Where it is possible and to save cost, they are asking to use existing infrastructure to set antennas and infrastructure to accomplish this. The City owns and operates a communication tower at the intersection of Kearney Road and 69 Highway. MoDot believes this tower will provide the ability to operate and monitor all signals in our City except for the one located on 10 Highway at KC Avenue in our downtown area, due to the elevation change. I have been working with the Fire and Police staff in coordinating the mixed usage for this tower. With the installation of the new Mars Radio System, the Police do not use the tower any more, but Fire does still use it for the time being until they switch over. United Fiber also has an antenna on this tower. Modot representatives and City staff have met at this tower site and believe there is plenty of room for Modot to install their needed equipment. There will be no interference to the existing communications as they are all on different frequencies.

At this time, staff is recommending executing the attached agreement with the Missouri Highway and Transportation Department which would allow them the use of this tower for five years initially and then extended for 4 additional 5 year terms unless there is termination by either party, according to the agreement.

An ordinance is attached for your consideration and approval of this agreement.

If you have any questions or concerns regarding this project, please do not hesitate in calling me.

Chad Birdsong, Director of Public Works

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	4/15/2020



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE FORM OF, AND AUTHORIZING THE  
EXECUTION OF A TRAFFIC SIGNAL COMMUNICATION ATTACHMENT  
AGREEMENT BY AND BETWEEN THE CITY OF EXCELSIOR SPRINGS, MISSOURI  
AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS,  
MISSOURI, AS FOLLOWS:

**Section 1.** The City Council approves the Traffic Signal Communication Attachment Agreement, in substantially the form attached hereto, by and between the City and the Missouri Highways and Transportation Commission. The Mayor is authorized to execute the Agreement on the City's behalf.

**Section 2.** The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 3.** This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 20th day of April 2020.

\_\_\_\_\_  
Bradley T. Eales, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Stroud, City Clerk

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

**Exhibit A**

Traffic Signal Communication Attachment Agreement

CCO Form: TR40  
Approved: 11/05 (BDG)  
Revised: 06/19 (GH)  
Modified: 12/19 (GH)

MoDOT District: Kansas City  
MoDOT Agreement Administrator: Jodie Puhr  
eAgreement No.: 2019-11-54468

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRAFFIC SIGNAL COMMUNICATION ATTACHMENT AGREEMENT**

THIS AGREEMENT is entered by the Missouri Highways and Transportation Commission, whose address is P. O. Box 270, 105 W. Capitol, Jefferson City, Missouri 63102 (hereinafter, "Commission") and the City of Excelsior Springs, Missouri, (hereinafter, "City"), whose address is 201 E. Broadway, Excelsior Springs, Missouri 64024.

WHEREAS, City is the owner of a certain communications tower (the "Tower") located at US 69 and Kearney Rd, Excelsior Springs, Missouri; and,

WHEREAS, Commission desires to install communication equipment upon the Tower in order to communicate with its traffic signals.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to outline the responsibilities of the parties concerning the use by Commission of City owned/controlled property.

(2) PROPERTY: City is the owner of a certain communications tower (the "Tower") located at US 69 and Kearney Rd , Excelsior Springs, Missouri, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. The Tower and the City's real property located below and adjacent to the Tower, as depicted in Exhibit B, attached hereto and incorporated herein by this reference, is referred hereinafter as "City's Property".

(3) LICENSE: City hereby grants the use and access to Commission that certain space on the Tower, as more accurately described in Exhibit B together with (a) the Communication Equipment (defined below) located thereon, (b) a parcel of land at the base of the Tower sufficient for maintenance of the Communication Equipment, and (c) the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, on, over and along the private drive extending from the nearest public right of way to the Tower, for the maintenance of the Communication Equipment.

(4) IMPROVEMENTS: Commission agrees to install or cause to be installed on the Tower, at its sole cost and expense, all radio communications equipment, antennas and appurtenances described in the plans and specifications referenced hereto as Exhibit C, and incorporated herein by reference, and all other ancillary equipment necessary for the installation and operation of the traffic control system, including, but not limited to, all utility wires, poles, cables, conduits and pipes, as well as the smaller radio equipment to be installed at several intersections along US 69 and MO 10 located within the City (Collectively, the "Communication Equipment"). Commission shall maintain and repair the Communication Equipment at its sole cost and expense, and Commission hereby reserves the right to replace the Communication Equipment, as needed in Commission's sole discretion, with similar and comparable equipment, without any prior consent of City, provided said replacement does not increase the load of the Tower.

(5) SYSTEM INSTALLATION: The installation of the Communication Equipment will be performed by a qualified electrical contractor hired by the Commission. All costs for materials (including cables and connectors), installation and modification to the City's Property will be borne by the Commission. The Commission shall prepare plans for the construction of the communication system for review and approval by the City as shown in Exhibit C. Approval of said plans is within the sole discretion of the City.

(6) SYSTEM MAINTENANCE: The Commission shall maintain the components of the Communication Equipment in order to ensure that the Communication Equipment remains in proper and safe working order.

(7) TERM: The initial term of this Agreement shall be for five (5) years (the "Initial Term") and shall commence on the date of execution of this Agreement. The Initial Term of this Agreement shall automatically be extended for four (4) additional (5) year terms unless the Commission or City terminates it at the end of the then current term by giving the other written notice of the intent to terminate at least thirty (30) days prior to the end of the then current term. If at the end of the fourth (4<sup>th</sup>) five (5) year extension term this Agreement has not been terminated by either Party by giving the other written notice of intention to terminate it at least thirty (30) days prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for five (5) additional five (5) year terms until terminated by either Party by giving the other written notice of intention to terminate it at least thirty (30) days prior to the end of such extended term.

(8) USE: Commission shall use the City's Property for the purpose of maintaining and operating a communications facility and uses incidental thereto. Commission shall have the right to replace, repair, add or otherwise modify the Communication Equipment, or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this

Agreement. Commission will maintain the City's Property in good condition, reasonable wear and tear expected.

(9) ACCESS TO TOWER: City agrees that the Commission shall have free access to City's Property at all times for the purpose of operating, maintaining, repairing and replacing the Communication Equipment. City shall provide Commission with necessary means of access for the purpose of ingress and egress to City's Property. It is agreed however, that only authorized engineers, employees or properly authorized contractors of Commission or persons under their direct supervision will be permitted to enter City Property.

(10) TOWER COMPLIANCE: City covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The City shall also comply with all rules and regulations enforced by the Federal Communications Commission regarding to the lighting, marking and painting of the Tower. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. The Commission antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

(11) INTERFERENCE: All Communication Equipment (including replacements thereof) installed by Commission shall be of the type and frequency which will not cause measurable interference to the equipment of tenants of City's Property existing as of the Effective Date of this Agreement. In the event the Communication Equipment installed by Commission causes such interference, Commission will take all steps necessary to correct and eliminate the interference. City agrees that City and any future tenants of City's Property will be permitted to install only such equipment that is of the type and frequency which will not cause measurable interference to the Communication Equipment. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph, and therefore, either Party shall have the right to equitable remedies, such as, without limitation, specific performance.

(12) COMMISSION COMPLIANCE: All installations and operation in connection with this Agreement by Commission shall meet all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency. Under this Agreement, City assumes no responsibility for the licensing, operation, and/or maintenance of the Commission's Communication Equipment.

(13) REMOVAL UPON TERMINATION: Commission, upon termination of this Agreement, shall within ninety (90) days, remove the Communication Equipment and appurtenances associated therewith and otherwise restore City's Property to its original condition, reasonable wear and

tear expected. City agrees and acknowledges that all Communication Equipment and appurtenances associated therewith shall remain the property of the Commission, and the Commission shall have the right to remove the same, whether said items are considered fixtures and attachments to real property under applicable law.

(14) RIGHTS UPON SALE: Should the City, at any time during the term of this Agreement, decide to sell all or any part of City's Property to a purchaser other than Commission, such sale shall be subject to this Agreement and Commission's rights hereunder, and any sale by the City of the portion of City's Property underlying the right of way as part of this Agreement shall be subject to the right of the Commission pursuant to this Agreement.

(15) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(16) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(17) CANCELLATION: The Commission or City may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission or City exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date the Commission removes its communication system from City's property but not later than 90 days.

(18) CASUALTY: In the event of damage by fire or other casualty to the City's Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if City's Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Commission's operations at the City Property for more than forty-five (45) days, the Commission may at any time following such fire or casualty, provided City has not completed the restoration required to permit Commission to resume its operation at the City's Property, terminate this agreement upon fifteen (15) days written notice to the City.

(19) NO INTEREST: By constructing, operating, and maintaining the Communication Equipment on the City's property, the Commission gains no property interest in the City's property whatsoever. The City shall not be obligated to keep the Tower in place if the City, in its sole discretion, determines removal or modification of the water tower is in the best interests of the City.

(20) NOTICES: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by



commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

CITY: Chad Birdsong  
Public Works Director  
201 E. Broadway  
Excelsior Springs, Missouri 64024

COMMISSION: Dave Silvester  
District Engineer  
Missouri Department of Transportation  
600 NE Colbern Road  
Lee's Summit, Missouri 64086

(21) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(22) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(23) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(24) OWNERSHIP: The Communication Equipment and all its components shall be the property of the Commission. The Commission may remove the system from the City's property at the Commission's discretion.

(25) NOT A JOINT VENTURE OR COLLABORATION: Nothing contained in this Agreement shall be deemed to constitute the Commission and the City as partners in a partnership, collaboration, or joint venture for any purpose whatsoever.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(29) NON-LIABILITY OF PERSONNEL: Neither the commissioners, nor any other officer, official, employee, assign, or agent of the Commission or Missouri Department of Transportation or the City or its officers, agents or employees shall be *personally* responsible for any liability arising under or growing out of this Agreement.

(30) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement. It is agreed that more than one copy of this document may be executed, and that the original filed with the Secretary to the Missouri Highways and Transportation Commission shall be deemed to be the controlling original.

(31) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the last day written below.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF \_\_\_\_\_, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

By \_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By \_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_



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**Public Works**  
**Council Meeting 4/20/2020**

To: Mayor and City Council  
From: Chad Birdsong, Director of Public Works  
Date: 4/15/2020  
RE: Consideration of Refuse Contract with Republic Services of KC - Ordinance No. 20-04-12

The current Refuse contract is set to expire on June 30 of 2020 with Republic Services. The City solicited bids for residential sanitation collection and disposal for a two week period ending on Friday March 13<sup>th</sup>, 2020. We also sent a direct mailing for a bid request to four different sanitation companies that are on our list of request for bid notices. The bid specifications are included for your information. We had two sanitation companies submit a bid for disposal services. They were Allied Services LLC (DBA Republic Services of KC), and WCA of Missouri. After reviewing the total scope of fees for all of the services bid, the apparent low bidder was Republic Services, who is also our current provider. The bid sheet is attached to identify the breakdown of all the individual prices in the bid for refuse service. The contract, which would start on July 1, 2020, is for a five year period with escalation charges for each year along with an optional three, 3 year extensions. The contract is also attached. This expense will be fully funded by the Refuse Department and associated refuse fees collected by monthly utility bills.

At this time, staff is recommending executing the contract with Republic Services for sanitation collection and disposal services for the City of Excelsior Springs according to the specifications and bid documents submitted.

An ordinance is attached for your consideration and approval of this municipal contract.

If you have any questions or concerns regarding this project, please do not hesitate in calling me.

Chad Birdsong, Director of Public Works

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	4/15/2020
Bid tab	Cover Memo	4/15/2020
Municipal Contract	Cover Memo	4/15/2020
Specifications and Bid Documents	Cover Memo	4/15/2020

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE FORM OF, AND AUTHORIZING THE  
EXECUTION OF A MUNICIPAL CONTRACT BY AND BETWEEN THE CITY OF  
EXCELSIOR SPRINGS, MISSOURI AND ALLIED SERVICES, LLC D/B/A REPUBLIC  
SERVICES OF KANSAS CITY REGARDING SOLID WASTE COLLECTION**

**WHEREAS**, the existing solid waste collection contract with Republic Services of Kansas City expires June 30, 2020; and

**WHEREAS**, the City received two bids in response to its solicitation for bids for solid waste collection; and

**WHEREAS**, City staff has reviewed the bids and determined that Republic Services of Kansas City is the lowest and most responsible bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

**Section 1.** The City Council finds and determines that Republic Services of Kansas City is the lowest and most responsible bidder and that it is necessary and desirable to enter into the Municipal Contract with it for solid waste collection.

**Section 2.** The City Council accepts the bid of Republic Services of Kanas City. The Mayor is hereby authorized to execute, on behalf of the City, the Municipal Contract between the City and Allied Services, LLC d/b/a Republic Services of Kansas City. The Municipal Contract shall be in the form attached hereto in its substantial form as Exhibit A, which is hereby approved by the City Council.

**Section 3.** The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 4.** This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 20th day of April 2020.

\_\_\_\_\_  
Bradley T. Eales, Mayor

ATTEST:

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Shannon Stroud, City Clerk

REVIEWED BY:

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Molly McGovern, City Manager

**Exhibit A**

Municipal Contract

## Trash Contract Services

Wednesday, March 25, 2020

Analysis of bids received

### 3566 Households

<b>Current charges</b>	<b>\$15.75</b>	<b>\$2.72</b>	<b>\$18.45</b>
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### Republic Services LLC

	<u>Curbside Trash</u>	<u>Curbside Recycle</u>	<u>Total</u>
1-Jun 2020	\$11.48	\$6.77	\$18.25
2021	\$11.88	\$7.01	\$18.89
2022	\$12.40	\$7.25	\$19.65
2023	\$12.86	\$7.48	\$20.34
2024	\$13.31	\$7.74	\$21.05

### WCA of Missouri, LLC.

2020	\$12.50	\$6.50	\$19.00
2021	\$12.91	\$6.71	\$19.63
2022	\$13.33	\$6.95	\$20.28
2023	\$13.76	\$7.18	\$20.94
2024	\$14.21	\$7.41	\$21.62

### Additional Services:

#### Republic Services

#### WCA

Bulky item Dumpster 40 yard load	\$410.00 for first 6 tons \$37.00 per ton over	\$850.00
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Demolition Dumpster	\$410.00 for first 6 tons \$37.00 per ton over	\$850.00
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Mattress and Box Springs Dumpster	185.00	\$850.00
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Additional Trash Cart	\$2.35 per cart	\$6.25 per cart
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<b>(Current charges)</b>	<b>\$11.40 per cart</b>
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Additional Recycle Cart	\$2.35 per cart	\$6.25 per cart
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<b>(Current charges)</b>	<b>\$0.00 per cart</b>
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Dumpsters at City Facilities		\$90.00 or \$20.78 per weekly dump
2 yard	\$45.00	\$105.00 or \$24.24 per weekly dump
4 yard	\$69.00	\$115.00 or \$26.55 per weekly dump
6 yard	\$83.00	
30 yard	\$390.00/ 5 tons - \$37.00 per ton over	\$750 per haul
40 yard	\$410.00 /6 tons- \$37.00 per ton over	\$850 per haul

Trash cans 32 gallon - 12 total	included	\$35.00 per can
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Escalation on dumpsters	3.5% per year	3.25% per year
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**Municipal Contract**  
**(For Residential, Municipal Facilities, and Source-Separated Recycling)**

THIS CONTRACT, made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the city of Excelsior Springs, Missouri (hereinafter called the "City"), represented herewith by its duly elected Mayor, Brad Eales, and Allied Services LLC dba Republic Services of KC, a Delaware Corporation qualified to do and actually doing business in the State of Missouri (hereinafter called "Contractor"), herein represented by Katherine Council, its duly qualified and acting Agent.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas (check boxes for the transaction):
  - Residential
  - Municipal Facilities
  - Recyclables from above checked locations only
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a. Exhibit A - General Specifications
  - b. Exhibit B - Insurance Requirements
  - c. Exhibit C - Contractor's Proposal/Pricing
  - d. Exhibit D - Contractor's Performance Bond
  - e. Exhibit E - Waste Material Collection Specifications for Residential Units
  - f. Exhibit F - Waste Material Collection Specifications for Municipal Facilities
  - g. Exhibit G - Recyclable Material Collection Specifications for Residential Units
  - h. Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities
  - i. This Instrument
  - j. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from July 1, 2020 (the "Effective Date") until June 30, 2025.
5. At the mutual option of the City and Contractor, this Contract may be extended for up to one, three year period by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS WHEREOF, Brad Eales the Mayor of the City of Excelsior Springs, hereunto subscribed his name, and Katherine Council, Authorized Agent of Allied Sedrvices LLC has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES: City of Excelsior Springs

\_\_\_\_\_  
BY: \_\_\_\_\_  
Brad Eales, Mayor

\_\_\_\_\_  
ON: \_\_\_\_\_, 20\_\_

WITNESSES: Contractor: Allied Services LLC

\_\_\_\_\_  
BY: \_\_\_\_\_  
Katherine Council, General Manager

\_\_\_\_\_  
ON: \_\_\_\_\_, 20\_\_

**EXHIBIT A**  
**GENERAL SPECIFICATIONS**

**1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT**

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 City – City of Excelsior Springs, Missouri .
- 1.04 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.
- 1.05 Container for Recycling – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.
- 1.06 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.07 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.08 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.
- 1.09 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibits F and H of this Contract.
- 1.10 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.11 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.
- 1.12 Recyclable Materials – The following items are classified as Recyclable Materials under this Contract:

Glass – Clean unbroken glass containers, bottles/jars.  
Cans – Clean aluminum, tin/steel containers.  
Newspaper – Clean, dry, unsoiled newspaper.  
Plastic – PETE & HDPE containers (milk jugs & soft drink containers)  
OCC – Cardboard

- 1.13 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.14 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.15 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.16 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.17 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

## **2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT**

- 2.01 Bulky Waste (excluded from this Contract)– Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 2.02 Commercial and Industrial Refuse (excluded from this Contract)– All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.
- 2.03 Construction Debris (excluded from this Contract)– Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 2.04 Excluded Waste (excluded from this Contract)– Excluded Waste is all Bulky Waste, Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.

- 2.05 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.06 Institutional Solid Waste (excluded from this Contract)– Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 2.07 Large Commercial and Industrial Unit (excluded from this Contract)– All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.
- 2.08 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.09 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.10 Special Waste (excluded from this Contract)– Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
  - (b) waste generated by an industrial process or a pollution control process;
  - (c) waste which may contain free liquids;
  - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
  - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
  - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
  - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
  - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
  - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
  - (j) filter cake sludge wastes from waste water treatment processes;
  - (k) wastes containing any regulated polychlorinated biphenyls; and,
  - (l) ash, sludge, tires and powders.
- 2.11 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

- 2.12 Vegetable Waste (excluded from this Contract)– Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

### **3.0 SCOPE OF WORK**

- 3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

- 3.01.1 Exhibit E - Waste Material Collection Specifications for Residential Units
- 3.01.2 Exhibit F - Waste Material Collection Specifications for Municipal Facilities
- 3.01.3 Exhibit G - Recyclable Material Collection Specifications for Residential Units
- 3.01.4 Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities

- 3.02 Work Not Covered By Contract. The work under this Contract does not include:

- 3.02.1 the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- 3.02.2 the collection or disposal of Excluded Waste materials;
- 3.02.3 the collection or disposal of any waste materials or recyclable materials from Large Commercial and Industrial Units in the City.

- 3.03 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

- 3.04 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

### **4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS**

- 4.01 Location of Containers, Bags and Bundles for Collection

Each Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

#### 4.02 Hours of Operation

Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

#### 4.03 Routes of Collection

Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. City shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

#### 4.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week.

#### 4.05 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within 24 hours after the complaint is received.

#### 4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

#### 4.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.

#### 4.08 Hauling – All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

#### 4.09 Disposal – All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

- 4.10 Delivery – All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.
- 4.11 Notification – The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.
- 4.12 Point of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.
- 4.13 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

## **5.0 BASIS OF PRICES AND METHOD OF PAYMENT**

### **5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)**

- 5.01.1 The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, for the first and out years of the contract
- 5.01.2 The prices to be paid by the City for the collection and disposal of Waste Material from all small commercial facilities shall be as shown on Exhibit C, for the first and the out years

### **5.02 (Include section only if recycling services are offered) Recyclable Materials Collection and Disposal Rates (Exhibits C, G and H)**

- 5.02.1 The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.
- 5.02.2 The prices to be paid by the City for the collection and disposal of Recyclable Materials from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 5.03 herein. Contractor's invoice shall itemize each of those locations by name and total invoice amount.
- 5.02.3 In the event that any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable and must therefore be disposed of at a Disposal Site, the City shall pay any such disposal cost to the Contractor and shall eliminate that commodity from the Recyclables Materials program and this Contract. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Material



### 5.03 Additional Costs and Charges

5.03.1 Change in Law. Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to , changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

5.03.2 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

### 5.04 Modification to Rates

5.04.1 The fees are in Exhibit C which may be charged by the Contractor for the second and subsequent years of the term hereof.

5.04.2 In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the City.

5.05 City to Act as Collector – The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

5.06 Delinquent and Closed Accounts The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

5.07 Contractor Billings to City – The Contractor shall bill the City for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15<sup>th</sup> day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

5.08 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books

and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

- 5.09 House Count—The Contractor and the City shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

## **6.0 COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

## **7.0 NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## **8.0 RISK ALLOCATION AND INDEMNITY**

- 8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.
- 8.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.
- 8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

## **9.0 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

## **10.0 FORCE MAJEURE**

- 3.04.1 Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or

governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

#### **11.0 ASSIGNMENT OF CONTRACT**

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

#### **12.0 EXCLUSIVE CONTRACT**

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units and Municipal Facilities covered by this Agreement.

#### **13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS**

Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

#### **14.0 TERMINATION OF CONTRACT**

14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies

City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

#### **15.0 CONTRACTOR'S PROPERTY**

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City, or the City's residents, employees, agents, suppliers, or guests.

#### **16.0 NEWLY DEVELOPED AREAS**

The Contractor will, within thirty (30) days of notification to the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

#### **17.0 MISCELLANEOUS TERMS**

- 17.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.
- 17.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 17.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City.
- 17.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 17.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 17.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such

modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

- 17.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.
- 17.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**EXHIBIT C**  
**CONTRACTOR'S PROPOSAL/PRICING**

See attached proposal

**EXHIBIT D**  
**CONTRACTOR'S PERFORMANCE BOND**

**To be provided and attached by Contractor within 10 days of receiving signed contract**



**EXHIBIT E**  
**WASTE MATERIAL COLLECTION SPECIFICATIONS**  
**FOR RESIDENTIAL UNITS**

A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers, Bags, Bundles and Yard Waste shall be placed at curbside by 4:00 A.M. on the designated collection day. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

1. Estimated number of Residential Units as of commencement of contract term: \_\_\_\_\_.
2. Estimated number of Residential Units as of first anniversary of contract term: \_\_\_\_\_.
3. Estimated number of Residential Units as of second anniversary of contract term: \_\_\_\_\_.
4. Estimated number of Residential Units as of third anniversary of contract term: \_\_\_\_\_.
5. Estimated number of Residential Units as of fourth anniversary of contract term: \_\_\_\_\_.
6. Number of Containers to be provided to each Residential Unit: \_\_\_\_\_.
7. Size of Containers for each Residential Unit: \_\_\_\_\_.
8. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: \_\_\_\_\_ times per week.

B. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:

1. Name: \_\_\_\_\_
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_

C. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:

1. Name: \_\_\_\_\_
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_

**For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.**

**NOTE: See attached proposal**

**EXHIBIT F**  
**WASTE MATERIAL COLLECTION SPECIFICATIONS**  
**FOR MUNICIPAL FACILITIES**

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: \_\_\_\_\_.  
Size and Number of Bins or Containers: \_\_\_\_ of \_\_\_\_ cubic yard size containers  
Number of weekly pickups of Bins or Containers: \_\_\_\_\_ per week.
2. Facility Name and address: \_\_\_\_\_.  
Size and Number of Bins or Containers: \_\_\_\_ of \_\_\_\_ cubic yard size containers  
Number of weekly pickups of Bins or Containers: \_\_\_\_\_ per week.
3. Facility Name and address: \_\_\_\_\_.  
Size and Number of Bins or Containers: \_\_\_\_ of \_\_\_\_ cubic yard size containers  
Number of weekly pickups of Bins or Containers: \_\_\_\_\_ per week.
4. Facility Name and address: \_\_\_\_\_.  
Size and Number of Bins or Containers: \_\_\_\_ of \_\_\_\_ cubic yard size containers  
Number of weekly pickups of Bins or Containers: \_\_\_\_\_ per week.
5. Facility Name and address: \_\_\_\_\_.  
Size and Number of Bins or Containers: \_\_\_\_ of \_\_\_\_ cubic yard size containers  
Number of weekly pickups of Bins or Containers: \_\_\_\_\_ per week.

B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:

1. Name: \_\_\_\_\_
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_

C. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:

1. Name: \_\_\_\_\_
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_

**For purposes of this Exhibit, the terms “Bin” and “Container” shall have the same meanings as the terms “Bin” and “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.**

**Note: See attached proposal**

**EXHIBIT G**  
**RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS**  
**FOR RESIDENTIAL UNITS**

- A. The Contractor shall provide the containers and weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.
1. Estimated number of Residential Units as of commencement of Contract term: \_\_\_\_\_.
  2. Estimated number of Residential Units as of first anniversary of Contract term: \_\_\_\_\_.
  3. Estimated number of Residential Units as of second anniversary of Contract term: \_\_\_\_\_.
  4. Estimated number of Residential Units as of third anniversary of Contract term: \_\_\_\_\_.
  5. Estimated number of Residential Units as of fourth anniversary of Contract term: \_\_\_\_\_.
  6. Number of Recyclable Materials Containers to be provided to each Residential Unit: \_\_\_\_\_.
  7. Size of Recyclable Materials Containers for each Residential Unit: \_\_\_\_\_.
  8. Number of Recyclable Materials Container collections each week by Contractor: \_\_\_\_\_ times per week.
- B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:
1. Name: \_\_\_\_\_
  2. Mailing address: \_\_\_\_\_
  3. Telephone number: \_\_\_\_\_
  4. Email address: \_\_\_\_\_
- C. Municipal Point of contact for Recyclable Materials collections - INVOICES:
1. Name: \_\_\_\_\_
  2. Mailing address: \_\_\_\_\_
  3. Telephone number: \_\_\_\_\_
  4. Email address: \_\_\_\_\_
- D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are source-separated (each type of Recyclable Materials is segregated and placed in separate containers) to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.

**Note: See attached proposal**

**EXHIBIT H**

**RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS**  
**FOR MUNICIPAL FACILITIES**

- A. The Contractor shall provide the Bins and Containers and weekly collection of the source-segregated Recyclable Materials from the following municipal locations:
1. Facility Name: \_\_\_\_\_. Size and Number of Bins and Containers: \_\_\_\_ of \_\_\_\_ size containers; Number of weekly pickups of containers \_\_\_\_\_ per week.
  2. Facility Name: \_\_\_\_\_. Size and Number of Bins and Containers: \_\_\_\_ of \_\_\_\_ size containers; Number of weekly pickups of containers \_\_\_\_\_ per week.
  3. Facility Name: \_\_\_\_\_. Size and Number of Bins and Containers: \_\_\_\_ of \_\_\_\_ size containers; Number of weekly pickups of containers \_\_\_\_\_ per week.
  4. Facility Name: \_\_\_\_\_. Size and Number of Bins and Containers: \_\_\_\_ of \_\_\_\_ size containers; Number of weekly pickups of containers \_\_\_\_\_ per week.
  5. Facility Name: \_\_\_\_\_. Size and Number of Bins and Containers: \_\_\_\_ of \_\_\_\_ size containers; Number of weekly pickups of containers \_\_\_\_\_ per week.
- B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:
1. Name: \_\_\_\_\_
  2. Mailing address: \_\_\_\_\_
  3. Telephone number: \_\_\_\_\_
  4. Email address: \_\_\_\_\_
- C. Municipal Point of contact for Recyclable Materials collections - INVOICES:
1. Name: \_\_\_\_\_
  2. Mailing address: \_\_\_\_\_
  3. Telephone number: \_\_\_\_\_
  4. Email address: \_\_\_\_\_
- D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are source-separated (each type of Recyclable Material is segregated and placed in separate Bins or Containers) to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.
- E. In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.

**Note: See attached proposal**

## SPECIFICATIONS AND BID DOCUMENTS

### RESIDENTIAL SANITATION COLLECTION AND DISPOSAL

#### 1.0 INVITATION TO BIDDERS

Qualified contractors are invited to submit sealed bids to provide residential solid waste and recyclables collection and disposal services to the City of Excelsior Springs.

Sealed bids, clearly marked "Sanitation Bid" will be accepted at the Public Works office, Excelsior Springs, 103 East Water Street, Excelsior Springs, Missouri 64024, until 10:00 a.m., Friday, March 13<sup>th</sup> 2020.

The right is expressly reserved for the City of Excelsior Springs, acting through its Mayor and City Councilmen, to reject any or all bids in whole or in part, to waive any irregularities and to accept the bid deemed to be in the best interest of the City.

This bid is for a contract for a five (5) year period commencing July 1, 2020, and ending June 30, 2025 with an optional three (3) year extension. It will include all residential homes and apartment buildings consisting of 1 to 4 units. The contract does not include commercial accounts and apartment buildings of 5 units or more.

#### 2.0 INSTRUCTION TO BIDDERS

1. Bidders must use the bid forms provided by the City for this purpose. Bidders shall give unit prices, extend totals and sign the bid.
2. Bidders shall not be permitted to use to their advantage any errors or omissions in these bid specifications. Any and all questions concerning the meaning or intent of these specifications or contract documents shall be addressed to the Office of the Public Works. Failure to request a clarification shall not relieve the bidder from responsibilities assigned under these specifications or the contract documents.
3. Late proposals will not be received for consideration. Any proposal received after the time and date indicated for receipt of bids will not be accepted or opened. Late proposals will not be evaluated or considered regardless of the reason and/or mitigating circumstances relating to its lateness or degree of lateness.
4. No bid may be withdrawn for a period of sixty (60) days following the date specified for receipt of bids.
5. Each bid must contain at least one (1) price for each of the following areas of service:
  - Residential Solid Waste curbside collection with 65 gallon carts

- Residential Curb Side Recycling with 65 gallon carts
- House Demolition Dumpsters- 40 yard (as needed)
- Bulky Item Dumpsters
- Mattress and Box Springs Recycling Dumpster (enclosed- hauled as needed)
- Additional Residential Trash cart
- Addition Residential Recycle cart
- Dumpsters and Containers for City Facilities- as itemized on the bid proposal form

### 3.0 GENERAL CONDITIONS OF BIDDING

1. The hauler certifies by this bid that it can begin to provide service with trash and recycle carts on or before July 1, 2020, and to continue to do so for the life of the contract.
2. A Bid Bond of \$1,000 or Cashier's Check in the same amount shall accompany all bids. Withdrawal of any bid or failure to execute a contract within ten (10) days of contract award shall be grounds for forfeiture of the security.
3. The successful bidder shall provide the City with a Performance Bond in the amount of Fifteen (15%) percent of the total amount of the contract up to a maximum of One Hundred Thousand Dollars and No Cents (\$100,000.00).

In the event that the hauler fails to collect solid waste for any consecutive two (2) day period, the City shall have the immediate right to terminate the contract without notice to the hauler, and the City is authorized to execute against the Performance Bond and any notice period within the bond is waived.

4. The successful bidder must provide insurance coverage listed below and must include the City of Excelsior Springs as an additional named insured:

<u>Coverages</u>	<u>Minimum Amounts</u>
Employer's Liability	\$1,000,000 each person
Comprehensive Auto Liability	\$1,000,000 each person
Bodily Injury	\$1,000,000 each person

Property Damage	\$500,000 each accident
Comprehensive General Liability	\$1,000,000 each person
Bodily Injury	\$1,000,000 each person
Property Damage	\$500,000 each aggregate

Workmen's Compensation per State Law

A specimen of the hauler's standard insurance certificate must accompany the bid. A Certificate of Insurance must be filed with the City in conjunction at the time of execution of the contract. A copy of the insurance policy must be provided to the City. Bidder must comply with all laws concerning e-verify for employees.

5. Bidders shall provide a financial statement covering their most recent fiscal year and shall include bank references.
6. Bidders shall provide a list of all other cities for which services have been provided during the past five (5) years showing the years for which services were provided.
7. Bidders shall submit as a part of the bid the make, model, gross vehicle weight, axle design and loaded capacity for all vehicles proposed to be used in fulfilling this contract. All vehicles must have covered bodies, be leak proof and not allow blowing or scattering of debris.
8. Bidders shall submit a comprehensive list of all landfills and recycling centers to be utilized and any provisional plans in the event such landfills shall be closed. All landfills used by haulers must be approved and/or permitted by the applicable Federal, State and local authorities.
9. The successful bidder shall not be allowed to sublet or assign the contract or any portion thereof without the written consent and approval of the City.
10. It is the City's intention to enter into a five (5) year contract with the successful bidder commencing July 1, 2020 with an optional three (3) year extension. The contract shall be exclusive to all residential homes and apartments consisting of 1 to 4 units and City facilities.
11. The City shall have the right with forty-five (45) days written notice, prior to any anniversary date or with sixty (60) days written notice to cancel this contract and/or modify the level of service in accordance with the amount bid for alternate levels of service.
12. The contract shall at all times comply with all City ordinances, Solid Waste Standards of the State of Missouri and any or all rules and regulations promulgated thereunder.

13. At the time of preparation of these specifications, the City estimates it has 3558 approx. homes subject to the contract. It is the intent of the City that services shall be extended to all new homes constructed and occupied.
14. Contractor shall notify the City in writing of a responsible representative who shall report to Public Works to receive any and all complaints regarding service. The contractor shall promptly investigate all complaints and shall arrange for collection of any missed collections within twenty-four (24) hours of their scheduled collection. The contractor shall supply names and numbers of the driver, representative, weekend dispatcher and the weekly dispatcher for the City.
15. Contractor shall be responsible for printing and distribution of any information to all households indicating the schedule and rules for collection under the contract.
16. Contractor shall preferably follow the existing routes for collections on the City map that is included in these bid specifications. The City is divided into five areas and marked for a Monday thru Friday pickup of trash and recycle. Any deviations from these areas for collection days must be approved by the City.
17. Escalation Clause: The City Council may adjust the unit price to the contractor for documented landfill fee increases based on the percentage of the contractor's total business attributed to landfill cost which has been provided by the Contractor and made part of this agreement. This includes those expenses which relate to travel time to landfills, such as fuel, labor, etc. This increase will be adjusted annually on the contract anniversary date as noted on the bid proposal form.
18. Contract Extensions: The trash rate will be negotiated prior to the end of the original 5 year contract if a contract extension is chosen based on services provided. The City and the Contractor must agree on all terms and pricing for a contract extension.

#### 4.0 BID SPECIFICATIONS:

##### RESIDENTIAL COLLECTIONS:

The contractor shall be responsible for collection and disposal of all household solid waste and recyclables within the City. The City currently provides this service on a once-per-week curbside basis with 65 gallon trash carts and 65 gallon recycle carts. The City prohibits yard waste and small tree limbs to be included in household solid waste placed for collection. Each resident will be provided one 65 gallon cart for a base fee. Additional carts may be purchased by the homeowners for additional fees.

It is the intention of the City to enter into a five (5) year contract beginning July 1, 2020 with an optional three (3) year extension. The hauler shall have the responsibility to collect, haul and dispose of all recyclables and solid waste, including garbage, rubbish, and other waste generated from residential structures



in the City at such collection points and in such frequencies as designed by the City in the contract.

No collections shall be made prior to 7:00 a.m. or after 7:00 p.m. or on Sundays, except by expressed authorization of the City Manager. Refuse collectors shall perform their duties in a quiet, orderly and sanitary manner. In the case of spillage during collection, the refuse collector shall clean up the spillage and restore the premises to clean and sanitary conditions.

Bidders must provide a listing of all holidays observed by the hauler along with a proposal for an alternate schedule for collection so that each household receives the prescribed number of pickups for the week provided by contract.

#### COLLECTION FROM CITY FACILITIES:

The Contractor will be required to provide solid waste services to all City owned facilities. This service will include the providing of a sufficient size container at each location outlined below and emptied on a weekly basis. These containers will be individually bid based on the size of the container on the bid proposal form. (Emptied times per week noted in red currently)

- a. Containers in Business District- 12-cans (provided by city- 32 gallon **once per week**)
- b. Fire Department – one 4 yard dumpster- **1 time per week**
- c. Police Department- one 2 yard dumpster-**3 times per week**
- d. Hall of Waters- one 4 yard dumpster-**2 times per week**
- e. Public Works Shop - one 30 yard dumpster- **1 time per week**
- f. Animal Control- one 2 yard dumpster- **1 time per week**
- g. Water Treatment Plant- one 2 yard dumpster- **1 time per week**
- h. Golf Course – one 6 yard, one 3 yard **-3 times per week**
- i. Crown Hill and Hillcrest cemetery -two 2-yard dumpsters-**1 time per week**
- j. Community Center - two 3 yard dumpsters- **two times a week**
- k. Waste Water Treatment Plant - three 2 yard dumpsters-**3 times per week**
- l. City Airport- one 65 gallon cart- trash only- **1 time per week**

Contractor shall be required to provide suitable containers at public buildings and to empty those containers no less often than one time per week. Containers size

shall be sufficient to handle a week's worth of waste at each location and dumped as needed.

#### CURBSIDE RECYCLING:

Contractor shall provide to all homes in the City curbside collection of recyclables once per week. Recyclables shall be placed at the curb by the resident on an unsorted basis in a 65 gallon cart provided by the contractor. Each resident will be provided at least one recycle cart for the base fee. Additional carts may be provided for additional recyclables.

The City classifies the following as recyclable materials:

- (a) Newspaper
- (b) Corrugated cardboard boxes
- (c) Plastic bottles (soda, milk, etc.)
- (d) Tin/steel cans
- (e) Aluminum cans (soda, beer, etc.)

It shall be a breach of contract for the hauler to dispose of any recyclable items collected in the recycling program in a sanitary landfill. The hauler shall report no less than quarterly to the City the volume of recyclables collected within Excelsior Springs which has been taken out of the solid waste stream.

Resident participation in the Curbside Recycling Program shall be considered voluntary.

#### HOUSE DEMOLITION DUMPSTER:

At various times of the year, the City removes blighted properties as needed. We utilize 40 yard dumpsters and have the contractor haul the material to the landfill. The contractor is asked to bid these dumpsters for transportation to the landfill on an as needed basis.

#### MATTRESS RECYCLING DUMPSTER

This dumpsters is a fully enclosed container with a door used to store mattresses and box springs at our yard waste and bulky item dump site. We collect mattresses and box springs and once it is full, the successful bidder will haul the container to "Avenue of Life" in K.C Mo. for them to be recycled and return the container to the dump site.

#### BULKY ITEM DUMPSTER:

This dumpster is for the disposal of bulky items. We have a bulky item drop off event every Saturday from March thru December for citizens to dispose of their bulky items. It is dumped on an as needed basis and located at the Public Works Facility.



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**City Council Meetings**  
**Council Meeting 4/20/2020**

To: Mayor and City Council  
From: Molly McGovern, City Manager  
Date: 4/13/2020  
RE: Appropriations - Ordinance No. 20-04-13

The Expenditure Approval Lists prepared April 2 and April 8 of 2020 are attached for your review and consideration. Please give me a call if you have questions prior to the April 20, 2020 meeting.

Appropriations	(04-02-20)	\$ 280,237.73
Appropriations	(04-08-20)	\$ 69,203.51
Payroll	(04-15-20)	\$ 280,609.23
Total		\$ 630,050.47

I respectfully request appropriations be approved in the amount of \$630,050.47.

Respectfully submitted,

Molly McGovern, City Manager

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	4/13/2020
4-2-20 Appropriations	Backup Material	4/13/2020
4-8-20 Appropriations	Backup Material	4/13/2020
Coding List	Backup Material	4/13/2020

**ORDINANCE NO. \_\_\_\_\_**  
**(Appropriations Ordinance)**

**AN ORDINANCE ALLOWING CLAIMS AND APPROPRIATING TO PAY THE SAME BY ISSUING CHECKS OUT OF THE VARIOUS FUNDS OF THE CITY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI TO:**

1. APPROPRIATE FUNDS FOR CLAIMS ATTACHED, AND THAT THE SUM OF \$ \_\_\_\_\_ BE AND THE SAME IS HERBY APPROVED FOR PAYMENT.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.**

\_\_\_\_\_  
BRADLEY T. EALES (Mayor)

ATTEST:

\_\_\_\_\_  
Shannon Stroud, City Clerk

I, \_\_\_\_\_, Director of Finance of the City of Excelsior Springs, hereby Certify that there are sufficient funds to pay the amounts as approved.

\_\_\_\_\_  
Director of Finance of the City of  
Excelsior Springs, Missouri

PREPARED 04/02/2020, 8:00:27  
PROGRAM: GM339L  
CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST  
AS OF: 04/11/2020 PAYMENT DATE: 04/02/2020

PAGE 1

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000417	00	ALTERATIONS & CUSTOM SEWING						
53617	002644		00	03/31/2020	101-2201-422.42-01	UNIFORM ALTERATIONS	8.50	
177	002645		00	03/31/2020	101-2201-422.61-04	PANTS	116.00	
						VENDOR TOTAL *	124.50	
0000791	00	AMEREN UE						
	002650		00	04/01/2020	101-1602-416.41-01	ELECTRIC SERVICE	258.88	
	002654		00	04/01/2020	101-2103-421.41-01	ELECTRIC SERVICE	104.39	
	002656		00	04/01/2020	101-3101-431.41-01	ELECTRIC SERVICE	245.80	
	002655		00	04/01/2020	210-1001-451.41-01	ELECTRIC SERVICE	301.53	
	002657		00	04/01/2020	250-1001-439.41-01	ELECTRIC SERVICE	22.69	
	002659		00	04/01/2020	510-1001-433.41-01	ELECTRIC SERVICE	1,723.78	
	002658		00	04/01/2020	540-1001-454.41-01	ELECTRIC SERVICE	180.73	
	002653		00	04/01/2020	610-1001-456.41-01	ELECTRIC SERVICE	17.76	
						VENDOR TOTAL *	2,855.56	
0000724	00	AXA EQUITABLE LIFE INSURANCE CO.						
	002704		00	04/01/2020	780-0000-217.34-00	MONTHLY PREMIUM	21.75	
						VENDOR TOTAL *	21.75	
0001269	00	BEST SECURITY LLC						
31275	002646		00	03/31/2020	210-1001-451.43-02	ALARM MONITORING	65.90	
						VENDOR TOTAL *	65.90	
0002795	00	BOUND TREE MEDICAL, LLC						
83560634	002647		00	03/31/2020	101-2202-422.61-02	EMS SUPPLIES	109.10	
83565602	002649		00	03/31/2020	101-2202-422.61-02	EMS SUPPLIES	70.47	
						VENDOR TOTAL *	179.57	
0001269	00	BRIAN KENNEDY						
	002661		00	04/01/2020	101-2101-421.61-04	CLOTHING ALLOWANCE	150.00	
						VENDOR TOTAL *	150.00	
0001269	00	CHRISTOPHER WEBER						
	002662		00	04/01/2020	101-2101-421.61-04	CLOTHING ALLOWANCE	150.00	
						VENDOR TOTAL *	150.00	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						
FOCS142442	002663		00	04/01/2020	101-2101-421.43-10	OIL CHANGE	42.45	
						VENDOR TOTAL *	42.45	
0000306	00	CITY OF EXCELSIOR						
MAR 20	002664		00	04/01/2020	101-0000-101.03-07	DWI RECOUPMENT	200.00	
						VENDOR TOTAL *	200.00	
0001346	00	CITY OF EXCELSIOR						
	002642		00	03/31/2020	220-1001-418.34-03	LABOR	6,795.00	
						VENDOR TOTAL *	6,795.00	
0001359	00	CITY OF EXCELSIOR/WATER BILLS						

PREPARED 04/02/2020, 8:00:27  
 PROGRAM: GM339L  
 CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST  
 AS OF: 04/11/2020 PAYMENT DATE: 04/02/2020

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0001359	00	CITY OF EXCELSIOR/WATER BILLS						
		002617	00	03/31/2020	101-2201-422.41-03	CITY WATER USAGE	248.59	
		002615	00	03/31/2020	520-1001-432.41-03	CITY WATER USAGE	511.07	
		002614	00	03/31/2020	530-1001-455.41-03	CITY WATER USAGE	171.41	
		002616	00	03/31/2020	540-1001-454.41-03	CITY WATER USAGE	45.63	
						VENDOR TOTAL *	976.70	
0001606	00	CLAYTON PAPER & DISTRIBUTION, INC.						
140401		002650	00	03/31/2020	101-2201-422.61-03	JANITORIAL SUPPLIES	255.63	
						VENDOR TOTAL *	255.63	
0000155	00	CULLIGAN WATER CONDITIONING						
1049098		002618	00	03/31/2020	101-1601-416.43-12	WATER SOFTENER	38.85	
						VENDOR TOTAL *	38.85	
0003082	00	CYCLONE, INC.						
22690		002665	00	04/01/2020	530-1001-455.43-24	PORTA POTTY	170.00	
						VENDOR TOTAL *	170.00	
0000719	00	DELTA DENTAL OF MO						
		002609	00	03/27/2020	780-0000-217.35-00	DENTAL PREMIUMS	7,321.46	
		002610	00	03/27/2020	780-0000-217.41-00	DENTAL PREMIUMS	1,236.50	
						VENDOR TOTAL *	8,557.96	
0000848	00	DEPARTMENT OF REVENUE						
MAR 20		002666	00	04/01/2020	101-0000-202.05-00	TRAINING COMMISSION FUND	119.00	
						VENDOR TOTAL *	119.00	
0003194	00	DOUGLAS J. HERMES						
OCT 19		002611	00	03/27/2020	101-1802-418.33-03	CONSULTING FEES	1,598.80	
NOV 19		002611	00	03/27/2020	101-1802-418.33-03	CONSULTING FEES	1,146.28	
DEC 19		002611	00	03/27/2020	101-1802-418.33-03	CONSULTING FEES	1,627.54	
JAN 20		002611	00	03/27/2020	101-1802-418.33-03	CONSULTING FEES	1,866.70	
FEB 20		002611	00	03/27/2020	101-1802-418.33-03	CONSULTING FEES	1,358.78	
						VENDOR TOTAL *	7,598.10	
0003131	00	EDWARDS CHEMICALS, INC.						
056970		002667	00	04/01/2020	281-1005-457.61-06	POOL CHEMICALS	733.43	
						VENDOR TOTAL *	733.43	
0003156	00	ENERFAB POWER & INDUSTRIAL, INC.						
90541796		002642	00	03/31/2020	520-1001-432.43-22	MATERIAL/LABOR	4,050.45	
						VENDOR TOTAL *	4,050.45	
0003127	00	ENVIRO-MASTER OF KANSAS CITY						
KNS-24222		002668	00	04/01/2020	101-2101-421.43-12	SANITIZATION	60.00	
						VENDOR TOTAL *	60.00	
0000203	00	EXCELSIOR MEDICAL CENTER						
1224188		002669	00	04/01/2020	101-2101-421.23-05	DRUG SCREEN	30.00	

PREPARED 04/02/2020, 8:00:27  
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 CITY OF EXCELSIOR SPRINGS

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000203	00	EXCELSIOR MEDICAL CENTER						
4531		002648	00	03/31/2020	101-2202-422.61-02	EMS SUPPLIES	119.80	
1224187		002670	00	04/01/2020	281-1007-457.33-05	DRUG SCREEN	30.00	
						VENDOR TOTAL *	179.80	
0002840	00	EZ LOAN						
		002671	00	04/01/2020	510-1001-433.60-20	SHIPPING FEE	248.04	
						VENDOR TOTAL *	248.04	
0002504	00	EZ QUICK LUBE						
94106		002651	00	03/31/2020	101-2202-422.62-02	OIL CHANGE	85.45	
94104		002651	00	03/31/2020	101-2202-422.62-02	OIL CHANGE	74.95	
						VENDOR TOTAL *	160.40	
0001172	00	FIDELITY SECURITY LIFE INS./EYEMED						
		002611	00	03/27/2020	780-0000-217.39-00	VISION PREMIUMS	468.37	
		002611	00	03/27/2020	780-0000-217.42-00	VISION PREMIUMS	409.50	
		002611	00	03/27/2020	780-0000-217.40-00	VISION PREMIUMS	20.82	
						VENDOR TOTAL *	898.69	
0000356	00	FOSTERS CLEANERS						
		002672	00	04/01/2020	101-2101-421.42-01	UNIFORM CLEANING	294.25	
						VENDOR TOTAL *	294.25	
0002109	00	GRIGER READY-MIX CO INC						
963276		002619	00	03/31/2020	520-1001-432.43-22	CONCRETE	279.00	
						VENDOR TOTAL *	279.00	
0000260	00	GOOD SAMARITAN CENTER						
		002708	00	04/02/2020	510-0000-202.30-00	UT ASSISTANCE PROGRAM	96.28	
		002709	00	04/02/2020	510-0000-202.30-00	UT ASSISTANCE PROGRAM	45.82	
						VENDOR TOTAL *	142.10	
0000105	00	GRAINGER						
9485975974		002673	00	04/01/2020	510-1001-433.43-12	MISC PARTS	69.10	
						VENDOR TOTAL *	69.10	
0002221	00	GRASS PAD, INC.						
E84758		002651	00	03/31/2020	210-1001-451.43-27	CREDIT LEFT ON ACCT	4.00-	
414214		002651	00	03/31/2020	210-1001-451.43-27	TURF SEED	189.00	
						VENDOR TOTAL *	185.00	
0001116	00	HACH COMPANY						
11862774		002620	00	03/31/2020	510-1001-433.34-18	SERVICE/MAINTENANCE	762.00	
						VENDOR TOTAL *	762.00	
0003203	00	HAWKINS, INC.						
4686416		002674	00	04/01/2020	510-1001-433.61-06	CHEMICALS	4,633.20	
						VENDOR TOTAL *	4,633.20	
0002438	00	HELENA AGRI-ENTERPRISES, LLC						



PREPARED 04/02/2020, 8:00:27  
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0002438 64234443	00	HELENA AGRI-ENTERPRISES, LLC 002621	00 03/31/2020	530-1001-455.61-06	CHEMICALS	3,795.95	
					VENDOR TOTAL *	3,795.95	
0002822 16199454 16199425	00	HERITAGE CRYSTAL CLEAN, LLC PI0054 005033 002675	00 03/24/2020 00 04/01/2020	101-2201-422.43-12 520-1001-432.43-12	DRAIN CLEANING DRAIN CLEANING	1,398.37 892.17	
					VENDOR TOTAL *	2,290.54	
0001269	00	HOLIDAY INN EXPRESS & SUITES 002595	00 03/26/2020	101-2101-421.67-03	VOID/TRAINING CANCELLED	CHECK #: 128719	810.32-
					VENDOR TOTAL *	.00	810.32-
0002436	00	HORSEPLAY 002611 002611 002611 002611	00 03/27/2020 00 03/27/2020 00 03/27/2020 00 03/27/2020	101-3101-431.61-06 510-1001-433.61-06 520-1001-432.61-06 610-1001-456.43-25	FERTILIZER FERTILIZER FERTILIZER FERTILIZER	248.00 248.00 248.00 775.00	
					VENDOR TOTAL *	1,519.00	
0001269 1904301015728	00	INTERSTATE ALL BATTERY CENTER 002651	00 03/31/2020	101-2201-422.43-10	BATTERY	824.70	
					VENDOR TOTAL *	824.70	
0001269	00	J.D. CROUSE 002676	00 04/01/2020	281-1001-457.43-12	TREE TRIMMING	500.00	
					VENDOR TOTAL *	500.00	
0001269	00	JANET MOREHEAD 002651	00 03/31/2020	210-1001-451.43-25	MISC SUPPLIES/REIMBURSE	28.26	
					VENDOR TOTAL *	28.26	
0000987 21105231	00	K.C. BOBCAT 002677	00 04/01/2020	101-3101-431.43-11	PARTS	58.80	
					VENDOR TOTAL *	58.80	
0000539 609233 00	00	KANSAS CITY WINNELSON 002622	00 03/31/2020	520-1001-432.61-18	MISC MATERIAL	52.50	
					VENDOR TOTAL *	52.50	
0002116 55587 55604	00	KC WIRELESS INC. 002678 002679	00 04/01/2020 00 04/01/2020	220-1001-421.73-00 220-1001-421.73-00	RADIO MAINTENANCE RADIO MAINTENANCE	220.00 185.00	
					VENDOR TOTAL *	405.00	
0001269 2020011	00	KCMRDA 002651	00 03/31/2020	210-1001-451.67-02	MEMBERSHIP DUES	75.00	
					VENDOR TOTAL *	75.00	
0000120	00	KEYSTONE LABORATORIES, INC.					

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000120	00	KEYSTONE LABORATORIES, INC.						
1D01996	002623		00	03/31/2020	520-1001-432.34-01	QUARTERLY ANALYSIS	60.00	
1D02094	002642		00	03/31/2020	520-1001-432.34-01	MONTHLY TESTING	222.20	
						VENDOR TOTAL *	282.20	
0003217	00	KH CONSULTING						
0072	002680		00	04/01/2020	101-1401-413.33-03	CONSULTING FEE	1,950.00	
						VENDOR TOTAL *	1,950.00	
0001269	00	LIFE FLIGHT EAGLE						
2020-ESFD01	002651		00	03/31/2020	101-2202-422.67-01	TRAINING COURSES	45.00	
						VENDOR TOTAL *	45.00	
0000234	00	LUKE MADDOX						
	002265		00	03/12/2020	101-0000-322.09-00	VOID/LOST IN MAIL	CHECK #: 128593	1,690.00-
						VENDOR TOTAL *	.00	1,690.00-
0000234	00	MADDOX TRUCKING & GRADING						
	002265		00	04/01/2020	101-0000-322.09-00	PERMIT REFUND	1,690.00	
						VENDOR TOTAL *	1,690.00	
0002199	00	MEDIACOM						
	002624		00	03/31/2020	101-1502-415.53-03	INTERNET ACCESS	226.90	
	002651		00	03/31/2020	101-2202-422.53-03	INTERNET	89.80	
	002681		00	04/01/2020	530-1004-455.61-07	CABLE TV	118.60	
						VENDOR TOTAL *	435.30	
0001269	00	MELINDA MEHAFFY						
	000696		00	11/21/2019	101-1101-411.58-04	VOID/TOO OLD TO CASH	CHECK #: 127581	37.08-
	000696		00	03/27/2020	101-1101-411.58-04	MEAL REIMBURSEMENT	37.08	
						VENDOR TOTAL *	37.08	37.08-
0001269	00	MICHAEL LEWIS						
	002682		00	04/01/2020	101-2101-421.61-04	CLOTHING ALLOWANCE	150.00	
						VENDOR TOTAL *	150.00	
0000964	00	MID-AMERICA REGIONAL COUNCIL						
D-I-0003354	002683		00	04/01/2020	510-1001-433.34-18	AERIAL IMAGERY	312.52	
	002684		00	04/01/2020	520-1001-432.34-18	AERIAL IMAGERY	312.52	
						VENDOR TOTAL *	625.04	
0000613	00	MIDWEST MOBILE RADIO						
306000862-1	002651		00	03/31/2020	101-2202-422.43-01	RADIO REPAIR	203.00	
						VENDOR TOTAL *	203.00	
0000617	00	MISSISSIPPI LIME						
1482372	PI0052 005010		00	03/17/2020	510-1001-433.61-06	LIME	5,254.61	
						VENDOR TOTAL *	5,254.61	
0001269	00	MISSOURI WESTERN STATE UNIVERSITY						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001269	00	MISSOURI WESTERN STATE UNIVERSITY						
030220 CSP	002348		00	03/12/2020	101-2101-421.67-03	CANCELLED CONFERENCE	CHECK #: 128600	90.00-
						VENDOR TOTAL *	.00	90.00-
0000506	00	MO DEPT OF REVENUE						
MAR 20	002685		00	04/01/2020	101-0000-202.03-00	CVCF FOR MARCH	848.47	
						VENDOR TOTAL *	848.47	
0000456	00	MOBILPHONE						
2043692	002651		00	03/31/2020	101-2202-422.43-01	QUARTERLY RENEWAL	216.00	
						VENDOR TOTAL *	216.00	
0003141	00	MUELLER SYSTEMS						
4198614	PI0053 005024		00	03/20/2020	510-1001-433.43-21	METER PARTS	24,396.60	
						VENDOR TOTAL *	24,396.60	
0000405	00	MUTUAL OF OMAHA						
	002627		00	03/31/2020	101-2101-421.23-06	LTD PREMIUMS	15.00	
	002626		00	03/31/2020	101-2201-422.23-06	LTD PREMIUMS	18.00	
	002628		00	03/31/2020	510-1001-433.23-06	LTD PREMIUMS	11.70	
001072672552	002625		00	03/31/2020	780-0000-217.36-00	LTD PREMIUMS	1,813.78	
						VENDOR TOTAL *	1,858.48	
0000239	00	O'REILLY AUTOMOTIVE						
166-473715	002349		00	03/11/2020	101-2101-421.43-10	TOWING KIT	32.99	
166-476832	002492		00	03/24/2020	101-2201-422.61-07	MISC SUPPLIES	19.28	
166-473856	002321		00	03/10/2020	101-3101-431.43-11	FUEL ADDITIVE/JANITORIAL	27.98	
	002321		00	03/10/2020	101-3101-431.61-03	FUEL ADDITIVE/JANITORIAL	38.97	
166-475865	002457		00	03/20/2020	101-3101-431.43-11	FILTERS/OIL	136.85	
166-476361	002461		00	03/23/2020	101-3101-431.43-10	BRAKE PADS	35.33	
166-476827	002600		00	03/25/2020	101-3101-431.43-10	PARTS	12.22	
166-476820	002600		00	03/25/2020	101-3101-431.43-10	PARTS	20.35	
166-476890	002600		00	03/25/2020	101-3101-431.61-07	TOOLS	31.27	
166-476896	002600		00	03/25/2020	101-3101-431.61-07	TOOLS	24.99	
166-476812	002600		00	03/25/2020	101-3101-431.43-10	BRAKE ROTOR	212.00	
166-475092	002600		00	03/25/2020	101-3101-431.43-11	PARTS	55.69	
166-477358	002630		00	03/31/2020	101-3101-431.43-10	HOSE/CLAMPS	116.94	
166-477229	002642		00	03/31/2020	101-3101-431.43-10	ROTORS RETURNED	119.36-	
166-476344	002461		00	03/23/2020	101-6701-467.43-10	BRAKE CLEANER	5.98	
166-476120	002461		00	03/23/2020	210-1001-451.43-10	WIPER BLADES	53.53	
166-473713	002321		00	03/10/2020	250-1001-439.43-10	MISC PARTS	88.73	
166-476186	002457		00	03/20/2020	250-1001-439.43-10	MISC PARTS	35.46	
166-476471	002461		00	03/23/2020	250-1001-439.43-10	FILTERS	20.92-	
166-477170	002611		00	03/27/2020	250-1001-439.43-11	BATTERY	43.46	
166-476354	002461		00	03/23/2020	510-1001-433.43-10	FILTERS/OIL/PARTS	217.96	
166-476855	002600		00	03/25/2020	510-1001-433.43-11	PARTS	10.91	
166-477362	002629		00	03/31/2020	510-1001-433.43-11	OIL/PARTS	74.97	
166-476012	002461		00	03/23/2020	520-1001-432.43-11	PARTS	26.99	
166-477167	002611		00	03/27/2020	520-1001-432.43-10	FILTERS/OIL	48.66	
166-477416	002702		00	04/01/2020	520-1001-432.43-10	EQUIPMENT MAINTENANCE	23.98	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0000239	00	O'REILLY AUTOMOTIVE						
						VENDOR TOTAL *	1,255.21	
0000554	00	OWEN LUMBER CO						
738902	002631		00	03/31/2020	510-1001-433.43-21	CEMENT	13.98	
738935	002632		00	03/31/2020	510-1001-433.61-18	MISC MATERIAL	5.98	
						VENDOR TOTAL *	19.96	
0001269	00	PETER OULMAN						
	002688		00	04/01/2020	101-2101-421.61-04	CLOTHING ALLOWANCE	150.00	
						VENDOR TOTAL *	150.00	
0003181	00	PH&S PRODUCTS, LLC						
0012755-IN	002689		00	04/01/2020	101-2101-421.61-07	GLOVES	125.00	
						VENDOR TOTAL *	125.00	
0001036	00	PITTMAN PRINTING INC.						
64078	002689		00	04/01/2020	101-1201-412.55-00	COURT FORMS	297.32	
64103	002689		00	04/01/2020	101-1201-412.55-00	COURT FORMS	428.83	
						VENDOR TOTAL *	726.15	
0000060	00	PRAXAIR DISTRIBUTION, INC.						
95669908	002642		00	03/31/2020	510-1001-433.61-06	TORCH CHEMICALS	31.18	
	002642		00	03/31/2020	520-1001-432.61-06	TORCH CHEMICALS	31.17	
						VENDOR TOTAL *	62.35	
0003175	00	QUADIENT FINANCE USA, INC.						
	002612		00	03/27/2020	101-0000-143.01-00	POSTAGE FOR MACHINE	1,000.00	
						VENDOR TOTAL *	1,000.00	
0000370	00	QUILL CORP						
5832822	002689		00	04/01/2020	101-2101-421.60-01	INJET PACKS	194.78	
5775328	002689		00	04/01/2020	101-2101-421.60-01	MISC SUPPLIES	190.99	
	002689		00	04/01/2020	101-2101-421.60-20	MISC SUPPLIES	26.08	
						VENDOR TOTAL *	411.85	
0000536	00	RAY-CARROLL FUELS, LLC.						
70968	002633		00	03/31/2020	530-1001-455.62-01	FUEL	525.00	
70967	002634		00	03/31/2020	530-1001-455.62-01	FUEL	670.00	
						VENDOR TOTAL *	1,195.00	
0002977	00	RED MUNICIPAL & INDUSTRIAL EQUIP.						
13415	002689		00	04/01/2020	520-1001-432.43-11	PARTS/LABOR	416.11	
						VENDOR TOTAL *	416.11	
0000092	00	REPUBLIC SERVICES #468						
0468-003280460	002689		00	04/01/2020	550-1001-434.34-18	MATTRESS DUMPSTER	175.00	
						VENDOR TOTAL *	175.00	
0002779	00	ROBERTA KEETON						

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002779	00	ROBERTA KEETON 002689	00 04/01/2020	610-1001-456.33-08	CEMETERY LOT SALES	1,550.00	
					VENDOR TOTAL *	1,550.00	
0000393 20-419	00	ROSS MECHANICAL INC. 002635	00 03/31/2020	220-1001-416.45-01	HVAC/COURTROOM	15,415.16	
					VENDOR TOTAL *	15,415.16	
0000666 60899 60928 60922	00	SCOTT'S BARGAIN BARN 002611 002689 002611	00 03/27/2020 00 04/01/2020 00 03/27/2020	101-3101-431.43-15 101-3101-431.43-11 250-1001-439.43-11	MISC MATERIAL MISC PARTS WHEELS	68.67 26.14 31.08	
					VENDOR TOTAL *	125.89	
0001407 5495	00	SCOTT'S CUSTOM TRAILERS 002642	00 03/31/2020	250-1001-439.43-11	MISC MATERIAL	35.00	
					VENDOR TOTAL *	35.00	
0003198	00	SHAWN L. BLAIR 002689	00 04/01/2020	101-1201-412.35-04	JUDGE SERVICES	1,600.00	
					VENDOR TOTAL *	1,600.00	
0002946 MAR 20	00	SHERIFF'S RETIREMENT SYSTEM 002689	00 04/01/2020	101-0000-202.08-00	RETIREMENT FUND	351.00	
					VENDOR TOTAL *	351.00	
0001269 347	00	SKYLA SULLIVAN 002636	00 03/31/2020	530-1001-455.54-00	MARKETING	450.00	
					VENDOR TOTAL *	450.00	
0000232 000003545	00	SLOAN, RICHARD A UT	00 04/01/2020	510-0000-115.20-01	UB CR REFUND	3.86	
					VENDOR TOTAL *	3.86	
0000793 MAR 20	00	SYNERGY SERVICES, INC. 002689	00 04/01/2020	101-0000-202.06-00	SAFE HAVEN	238.00	
					VENDOR TOTAL *	238.00	
0001269 1183651118	00	ULINE 002689	00 04/01/2020	550-1001-434.34-18	TRASH BAGS	218.62	
					VENDOR TOTAL *	218.62	
0002579 2748415 2743447	00	UNIFIRST 002689 002689 002689	00 04/01/2020 00 04/01/2020 00 04/01/2020	101-2101-421.42-01 101-2104-421.61-25 281-1001-457.61-04	MATS, MOPS, TOWELS MATS, MOPS, TOWELS MATS, MOPS, TOWELS	79.26 46.85 59.64	
					VENDOR TOTAL *	185.75	
0001612	00	UNITED HEALTHCARE INSURANCE COMPANY 002705	00 04/01/2020	780-0000-217.36-00	HEALTH INSURANCE	138,491.94	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0001612	00	UNITED HEALTHCARE INSURANCE COMPANY						
		002706	00	04/01/2020	780-0000-217.38-00	HEALTH INSURANCE	24,969.10	
						VENDOR TOTAL *	163,461.04	
0002350	00	USA BLUE BOOK						
176958		002611	00	03/27/2020	510-1001-433.61-04	LAB SUPPLIES	738.54	
163502		002637	00	03/31/2020	510-1001-433.61-04	LAB SUPPLIES	190.00	
180237		002689	00	04/01/2020	510-1001-433.61-04	LAB SUPPLIES	190.00-	
						VENDOR TOTAL *	738.54	
0002479	00	VAN WALL EQUIPMENT						
10042032		002638	00	03/31/2020	530-1001-455.43-11	EQUIPMENT REPAIR	194.97	
						VENDOR TOTAL *	194.97	
0000271	00	VERIZON WIRELESS						
		002693	00	04/01/2020	101-1101-411.53-02	MOBILE PHONE CHARGES	134.24	
		002692	00	04/01/2020	101-1601-416.53-02	MOBILE PHONE CHARGES	32.64	
		002694	00	04/01/2020	101-1803-418.53-02	MOBILE PHONE CHARGES	235.19	
9851182197		002639	00	03/31/2020	101-2101-421.53-02	MOBILE PHONE CHARGES	1,093.43	
		002640	00	03/31/2020	101-2201-422.53-02	MOBILE PHONE CHARGES	217.06	
		002698	00	04/01/2020	101-3101-431.53-02	MOBILE PHONE CHARGES	173.49	
		002699	00	04/01/2020	101-6701-467.53-02	MOBILE PHONE CHARGES	68.33	
		002697	00	04/01/2020	210-1001-451.53-02	MOBILE PHONE CHARGES	321.95	
		002695	00	04/01/2020	250-1001-439.53-02	MOBILE PHONE CHARGES	172.28	
		002700	00	04/01/2020	281-1001-457.53-02	MOBILE PHONE CHARGES	52.58	
		002690	00	04/01/2020	510-1001-433.53-02	MOBILE PHONE CHARGES	500.29	
		002691	00	04/01/2020	520-1001-432.53-02	MOBILE PHONE CHARGES	300.03	
		002696	00	04/01/2020	530-1001-455.53-02	MOBILE PHONE CHARGES	132.73	
						VENDOR TOTAL *	3,434.24	
0001944	00	WESTLAKE HARDWARE						
6963242/506325		002651	00	03/31/2020	101-2201-422.43-11	EXTENSION CORDS	119.98	
6963263/506325		002651	00	03/31/2020	101-2201-422.61-06	PEST CONTROL	15.97	
6963269/506325		002651	00	03/31/2020	101-2201-422.43-11	BATTERIES	15.99	
6963265/506325		002651	00	03/31/2020	101-2201-422.43-11	BATTERIES	14.99	
6963215/506325		002651	00	03/31/2020	101-2201-422.43-12	MISC SUPPLIES	29.58	
6963222/506325		002611	00	03/27/2020	101-3101-431.43-15	MISC MATERIAL	18.16	
6963239/512622		002651	00	03/31/2020	210-1001-451.43-12	MISC SUPPLIES	11.06	
6963246/512622		002651	00	03/31/2020	210-1001-451.43-25	CUTOFF WHEEL	14.25	
6963231/512622		002651	00	03/31/2020	210-1001-451.43-25	CUTOFF WHEEL	28.50	
6963219/512622		002651	00	03/31/2020	210-1001-451.43-25	CUTOFF WHEEL	69.99	
						VENDOR TOTAL *	338.47	
0001269	00	360 CLEANING, LLC						
65017		002611	00	03/27/2020	530-1004-455.61-03	CLEANING SERVICE	450.00	
						VENDOR TOTAL *	450.00	
						HAND ISSUED TOTAL ***		2,627.40-
						TOTAL EXPENDITURES ***	282,865.13	2,627.40-

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NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
									AMOUNT

0001269 00

GRAND TOTAL \*\*\*\*\*

280,237.73

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO NO						AMOUNT
0000791	00	AMEREN UE						
		002719	00	04/06/2020	101-3101-431.41-01	ELECTRIC SERVICE	41.16	
						VENDOR TOTAL *	41.16	
0000232	00	BARTON, WILLIAM G						
000006729	UT		00	04/07/2020	510-0000-115.20-01	UB CR REFUND-FINALS	118.61	
						VENDOR TOTAL *	118.61	
0000232	00	BOWDEN, ANITA FAITH						
000024825	UT		00	04/07/2020	510-0000-115.20-01	UB CR REFUND-FINALS	37.85	
						VENDOR TOTAL *	37.85	
0000211	00	CENTRAL STATES BEVERAGE COMPANY						
219780		002720	00	04/06/2020	530-1004-455.46-00	BEER	114.75	
						VENDOR TOTAL *	114.75	
0003082	00	CYCLONE, INC.						
22596		002797	00	04/08/2020	210-1001-451.44-04	PORTA POTTY	307.26	
						VENDOR TOTAL *	307.26	
0002959	00	DATA PROSE, LLC						
DP2001140		002750	00	04/07/2020	510-1001-433.55-00	UTILITY BILLING/POSTAGE	287.99	
		002753	00	04/07/2020	510-1001-433.60-03	UTILITY BILLING/POSTAGE	627.17	
		002751	00	04/07/2020	520-1001-432.55-00	UTILITY BILLING/POSTAGE	379.13	
		002754	00	04/07/2020	520-1001-432.60-03	UTILITY BILLING/POSTAGE	825.65	
		002752	00	04/07/2020	550-1001-434.55-00	UTILITY BILLING/POSTAGE	108.56	
		002755	00	04/07/2020	550-1001-434.60-03	UTILITY BILLING/POSTAGE	236.41	
						VENDOR TOTAL *	2,464.91	
0000232	00	DEMPSEY, RAE & JAMES						
000023985	UT		00	04/07/2020	510-0000-115.20-01	UB CR REFUND-FINALS	43.87	
						VENDOR TOTAL *	43.87	
0002529	00	DIVERSIFIED SECURITY CORP.						
5690		002711	00	04/03/2020	530-1001-455.43-24	ALARM SYSTEM	209.40	
						VENDOR TOTAL *	209.40	
0003127	00	ENVIRO-MASTER OF KANSAS CITY						
KNS-24290		002798	00	04/08/2020	101-2101-421.43-12	SANITIZATION	60.00	
						VENDOR TOTAL *	60.00	
0000991	00	EXCELSIOR SPRINGS STANDARD						
		002780	00	04/08/2020	101-1401-413.54-00	SUBSCRIPTIONS/3	55.00	
		002781	00	04/08/2020	101-1801-418.64-00	SUBSCRIPTIONS/3	55.00	
		002781	00	04/08/2020	101-2101-421.64-00	SUBSCRIPTIONS/3	55.00	
		002770	00	04/08/2020	101-3101-431.54-00	PUBLIC NOTICES	162.00	
344		002769	00	04/08/2020	260-1001-431.73-00	PUBLIC NOTICES	112.00	
		002771	00	04/08/2020	550-1001-434.54-00	PUBLIC NOTICES	428.50	
		002772	00	04/08/2020	720-0000-209.05-00	PUBLIC NOTICES	594.00	
						VENDOR TOTAL *	1,461.50	
0002856	00	FOLEY INDUSTRIES						



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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO						AMOUNT
0002856	00	FOLEY INDUSTRIES						
SS710026696	002759		00	04/07/2020	510-1001-433.43-21	ANNUAL INSPECTION/SERVICE	2,001.84	
SC710002177	002760		00	04/07/2020	510-1001-433.43-21	CREDIT	2,001.84	
SS710026741	002761		00	04/07/2020	510-1001-433.43-21	ANNUAL INSPECTION/SERVICE	2,001.84	
SS710026748	002757		00	04/07/2020	520-1001-432.43-22	PARTS/LABOR	368.25	
SS710026749	002758		00	04/07/2020	520-1001-432.43-22	PARTS/LABOR	791.88	
						VENDOR TOTAL *	3,161.97	
0000105	00	GRAINGER						
9468384749	002714		00	04/03/2020	281-1001-457.61-03	JANITORIAL SUPPLIES	268.09	
						VENDOR TOTAL *	268.09	
0002436	00	HORSEPLAY						
	002762		00	04/07/2020	101-3101-431.43-15	FERTILIZER	400.00	
						VENDOR TOTAL *	400.00	
0001269	00	JANET MOREHEAD						
	002797		00	04/08/2020	210-1001-451.60-03	REIMBURSEMENT	13.65	
						VENDOR TOTAL *	13.65	
0002173	00	JCI						
8193598	PI0057 005026		00	03/30/2020	520-1001-432.43-22	PARTS/LABOR	4,315.00	
						VENDOR TOTAL *	4,315.00	
0001269	00	JOSH LESTER						
	002800		00	04/08/2020	281-1001-457.67-01	PROMOTIONAL VIDEO	150.00	
						VENDOR TOTAL *	150.00	
0001740	00	KANSAS CITY FREIGHTLINER SALES INC.						
1887676	002763		00	04/07/2020	101-3101-431.43-11	MISC PARTS	403.90	
						VENDOR TOTAL *	403.90	
0002116	00	KC WIRELESS INC.						
55624	002798		00	04/08/2020	220-1001-421.73-00	RADIO INSTALLATION	140.00	
						VENDOR TOTAL *	140.00	
0000587	00	KELLER FIRE AND SAFETY						
244508	002797		00	04/08/2020	210-1001-451.43-25	SAFETY INSPECTIONS	411.39	
						VENDOR TOTAL *	411.39	
0000455	00	KLEINSCHMIDT'S WESTERN STORE						
097157	002721		00	04/06/2020	550-1001-434.42-02	SAFETY BOOTS	149.95	
						VENDOR TOTAL *	149.95	
0000232	00	LANSON PROPERTIES						
000023915	UT		00	04/07/2020	510-0000-115.20-01	UB CR REFUND-FINALS	66.69	
						VENDOR TOTAL *	66.69	
0003227	00	LIBERTY AUTO UPHOLSTERY INC						
372	002712		00	04/03/2020	510-1001-433.43-10	MATERIAL/LABOR	595.00	

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0003227	00	LIBERTY AUTO UPHOLSTERY INC					
					VENDOR TOTAL *	595.00	
0000232	00	LOWRY, DENNIS J & JULIE					
000020347	UT	00 04/07/2020	510-0000-115.20-01	UB CR REFUND-FINALS		30.00	
					VENDOR TOTAL *	30.00	
0003184	00	MCCLURE ENGINEERING COMPANY					
128433	002723	00 04/06/2020	101-3101-431.33-03	2ND REVIEW FEES		510.00	
					VENDOR TOTAL *	510.00	
0000232	00	MCENTIRE, AMY JO					
000023379	UT	00 04/07/2020	510-0000-115.20-01	UB CR REFUND-FINALS		153.37	
					VENDOR TOTAL *	153.37	
0001269	00	MENARDS-KANSAS CITY					
90939	002797	00 04/08/2020	210-1001-451.73-00	SPASH PARK MATERIAL		1,134.00	
					VENDOR TOTAL *	1,134.00	
0003172	00	MIDWEST PUBLIC RISK					
MPR200085	002713	00 04/03/2020	520-1001-432.52-30	DEDUCTIBLE		6,898.74	
					VENDOR TOTAL *	6,898.74	
0000617	00	MISSISSIPPI LIME					
1484428	PI0055 005010	00 03/31/2020	510-1001-433.61-06	LIME		5,380.87	
					VENDOR TOTAL *	5,380.87	
0002327	00	MISSOURI ONE CALL SYSTEM, INC.					
0030162	002715	00 04/03/2020	510-1001-433.61-30	LOCATES		78.13	
	002715	00 04/03/2020	520-1001-432.61-30	LOCATES		78.12	
					VENDOR TOTAL *	156.25	
0001269	00	MISSOURI PARK & REC ASSOCIATION					
	002797	00 04/08/2020	210-1001-451.61-15	MEMORIAL SHIRT ORDER		29.00	
					VENDOR TOTAL *	29.00	
0000309	00	MO DEPT OF REVENUE					
	002774	00 04/08/2020	510-0000-202.16-00	WITHHOLDING TAX		5,717.44	
	002777	00 04/08/2020	510-0000-369.01-00	WITHHOLDING TAX		114.34	
	002775	00 04/08/2020	530-0000-202.16-00	WITHHOLDING TAX		726.65	
	002778	00 04/08/2020	530-0000-369.01-00	WITHHOLDING TAX		16.20	
	002776	00 04/08/2020	530-1001-455.61-30	WITHHOLDING TAX		83.13	
					VENDOR TOTAL *	6,396.68	
0000291	00	MORROW & SONS					
10285494	002797	00 04/08/2020	210-1001-451.73-00	SPLASH PARK MATERIAL		4,953.32	
					VENDOR TOTAL *	4,953.32	
0003141	00	MUELLER SYSTEMS					
4199233	PI0056 005024	00 03/23/2020	510-1001-433.43-21	METER PARTS		5,387.40	

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0003141	00	MUELLER SYSTEMS						
						VENDOR TOTAL *	5,387.40	
0003222	00	NAPA AUTO PARTS						
001610		002715	00	04/03/2020	520-1001-432.43-11	HOSE/PARTS	88.04	
001638		002764	00	04/07/2020	520-1001-432.62-02	OIL	98.93	
						VENDOR TOTAL *	186.97	
0001269	00	NCSI						
145923		002797	00	04/08/2020	210-1001-451.33-05	BACKGROUND CHECKS	18.50	
143706		002797	00	04/08/2020	210-1001-451.33-05	BACKGROUND CHECKS	314.50	
						VENDOR TOTAL *	333.00	
0002140	00	NORTH KANSAS CITY BEVERAGE CO., INC.						
10084691		002724	00	04/06/2020	530-1004-455.46-00	BEER	169.50	
						VENDOR TOTAL *	169.50	
0000832	00	NPG NEWSPAPERS, INC.						
75127108		002476	00	03/26/2020	281-1001-457.64-00	VOID/DUPLICATE PAYMENT	CHECK #: 128740	303.86-
						VENDOR TOTAL *	.00	303.86-
0002956	00	NUESYNERGY, INC.						
N31127		002803	00	04/08/2020	101-1401-413.26-01	ADMIN FEES/SECTION 125	6.38	
		002804	00	04/08/2020	101-1501-415.26-01	ADMIN FEES/SECTION 125	12.75	
		002805	00	04/08/2020	101-1601-416.26-01	ADMIN FEES/SECTION 125	6.38	
		002806	00	04/08/2020	101-1901-419.26-01	ADMIN FEES/SECTION 125	6.38	
		002807	00	04/08/2020	101-2101-421.26-01	ADMIN FEES/SECTION 125	38.25	
		002808	00	04/08/2020	101-2202-422.26-01	ADMIN FEES/SECTION 125	31.88	
		002809	00	04/08/2020	101-3101-431.26-01	ADMIN FEES/SECTION 125	6.38	
		002810	00	04/08/2020	210-1001-451.26-01	ADMIN FEES/SECTION 125	12.75	
		002811	00	04/08/2020	520-1001-432.26-01	ADMIN FEES/SECTION 125	6.38	
		002812	00	04/08/2020	530-1004-455.26-01	ADMIN FEES/SECTION 125	12.72	
						VENDOR TOTAL *	140.25	
0000554	00	OWEN LUMBER CO						
739136		002715	00	04/03/2020	520-1001-432.43-22	READY MIX	221.97	
						VENDOR TOTAL *	221.97	
0000647	00	PLATTE-CLAY ELECTRIC						
		002726	00	04/06/2020	101-3101-431.41-01	ELECTRIC SERVICE	83.50	
						VENDOR TOTAL *	83.50	
0000331	00	PRATHERSVILLE WATER DEPT						
		002726	00	04/06/2020	510-1001-433.43-01	WATER USAGE	5.28	
						VENDOR TOTAL *	5.28	
0003175	00	QUADIENT FINANCE USA, INC.						
N8240712		002726	00	04/06/2020	101-1501-415.43-01	LEASE ON POSTAGE MACHINE	408.18	
						VENDOR TOTAL *	408.18	
0001288	00	R.E. PEDROTTI CO., INC.						

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0001288	00	R.E. PEDROTTI CO., INC.									
00064976		EXSMOWPI0058	005030	00	03/26/2020			510-1001-433.43-21	LABOR/MATERIAL	2,013.80	
									VENDOR TOTAL *	2,013.80	
0000092	00	REPUBLIC SERVICES #468									
0468-003282091	002767			00	04/07/2020			550-1001-434.34-18	BULKY ITEM DUMPSTERS	856.98	
									VENDOR TOTAL *	856.98	
0000666	00	SCOTT'S BARGAIN BARN									
60932		002715		00	04/03/2020			101-3101-431.43-11	MISC MATERIAL	213.00	
60934		002797		00	04/08/2020			210-1001-451.43-11	SCREWS/NUTS/BOLTS	12.10	
60939		002767		00	04/07/2020			250-1001-439.43-10	TAPE	15.58	
									VENDOR TOTAL *	240.68	
0002793	00	SOCKET									
		002727		00	04/06/2020			101-1101-411.53-01	TELEPHONE SERVICE	67.25	
		002728		00	04/06/2020			101-1401-413.53-01	TELEPHONE SERVICE	202.66	
		002729		00	04/06/2020			101-1501-415.53-01	TELEPHONE SERVICE	268.99	
		002730		00	04/06/2020			101-1601-416.53-01	TELEPHONE SERVICE	33.63	
		002731		00	04/06/2020			101-1801-418.53-01	TELEPHONE SERVICE	100.88	
		002732		00	04/06/2020			101-1803-418.53-01	TELEPHONE SERVICE	100.88	
		002733		00	04/06/2020			101-1901-419.53-01	TELEPHONE SERVICE	67.25	
		002734		00	04/06/2020			101-2101-421.53-01	TELEPHONE SERVICE	70.77	
0420-2000948		002798		00	04/08/2020			101-2101-421.53-01	PHONE SERVICE	703.51	
		002735		00	04/06/2020			101-2103-421.53-01	TELEPHONE SERVICE	172.49	
		002736		00	04/06/2020			101-2201-422.53-01	TELEPHONE SERVICE	274.41	
		002737		00	04/06/2020			101-3101-431.53-01	TELEPHONE SERVICE	26.52	
		002738		00	04/06/2020			101-6701-467.53-01	TELEPHONE SERVICE	26.52	
		002739		00	04/06/2020			101-6703-467.53-01	TELEPHONE SERVICE	26.52	
		002740		00	04/06/2020			210-1001-451.53-01	TELEPHONE SERVICE	46.01	
		002741		00	04/06/2020			250-1001-439.53-01	TELEPHONE SERVICE	75.97	
		002742		00	04/06/2020			510-1001-433.53-01	TELEPHONE SERVICE	132.57	
		002743		00	04/06/2020			510-1001-433.53-01	TELEPHONE SERVICE	133.73	
		002744		00	04/06/2020			520-1001-432.53-01	TELEPHONE SERVICE	134.53	
		002745		00	04/06/2020			530-1001-455.53-01	TELEPHONE SERVICE	647.35	
		002746		00	04/06/2020			540-1001-454.53-01	TELEPHONE SERVICE	7.04	
		002747		00	04/06/2020			610-1001-456.53-01	TELEPHONE SERVICE	69.97	
									VENDOR TOTAL *	3,389.45	
0000736	00	SPIRE									
		002783		00	04/08/2020			101-1601-416.41-02	GAS SERVICE	1,952.73	
		002782		00	04/08/2020			101-1602-416.41-02	GAS SERVICE	168.03	
		002784		00	04/08/2020			101-2101-421.41-02	GAS SERVICE	585.23	
		002785		00	04/08/2020			101-2103-421.41-02	GAS SERVICE	70.57	
		002786		00	04/08/2020			101-2201-422.41-02	GAS SERVICE	266.52	
		002787		00	04/08/2020			101-2201-422.41-02	GAS SERVICE	43.87	
		002792		00	04/08/2020			101-6701-467.41-02	GAS SERVICE	65.98	
		002793		00	04/08/2020			101-6701-467.41-02	GAS SERVICE	46.88	
		002796		00	04/08/2020			281-1001-457.41-02	GAS SERVICE	4,124.43	
		002788		00	04/08/2020			510-1001-433.41-02	GAS SERVICE	271.32	

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0000736	00	SPIRE						
		002790	00	04/08/2020	510-1001-433.41-02	GAS SERVICE	101.78	
		002791	00	04/08/2020	510-1001-433.41-02	GAS SERVICE	198.89	
		002789	00	04/08/2020	530-1001-455.41-02	GAS SERVICE	134.05	
		002794	00	04/08/2020	540-1001-454.41-02	GAS SERVICE	113.65	
		002795	00	04/08/2020	540-1001-454.41-02	GAS SERVICE	39.12	
						VENDOR TOTAL *	8,183.05	
0000232	00	STEWART, JANET RENEE						
000013681	UT		00	04/07/2020	510-0000-115.20-01	UB CR REFUND-FINALS	43.56	
						VENDOR TOTAL *	43.56	
0002567	00	TOSHIBA FINANCIAL SERVICES						
410712210		002715	00	04/03/2020	101-1001-419.44-02	LEASE ON COPIER	544.98	
		002715	00	04/03/2020	101-2201-422.44-02	LEASE ON COPIER	321.27	
						VENDOR TOTAL *	866.25	
0003124	00	TUSA CONSULTING SERVICES II, LLC						
15684		002798	00	04/08/2020	270-1001-421.61-07	RADIO SYSTEM CONSULTING	2,550.00	
						VENDOR TOTAL *	2,550.00	
0003212	00	TW SPORTSWEAR						
33150		002801	00	04/08/2020	281-1005-457.61-15	FITNESS SHIRTS	578.64	
						VENDOR TOTAL *	578.64	
0002579	00	UNIFIRST						
2750986		002748	00	04/06/2020	101-1601-416.61-03	ENTRY MATS, MOPS, TOWELS	126.00	
2750985		002798	00	04/08/2020	101-2101-421.42-01	MATS, MOPS, TOWELS	79.26	
		002798	00	04/08/2020	101-2104-421.61-25	MATS, MOPS, TOWELS	33.62	
						VENDOR TOTAL *	238.88	
0001269	00	UNITED FIBER						
		002802	00	04/08/2020	281-1001-457.53-01	TV/PHONES	692.08	
						VENDOR TOTAL *	692.08	
0002687	00	VALIDITY						
188176		002715	00	04/03/2020	101-2101-421.33-05	BACKGROUND CHECKS	20.00	
		002715	00	04/03/2020	210-1001-451.33-05	BACKGROUND CHECKS	97.00	
		002715	00	04/03/2020	281-1006-457.33-05	BACKGROUND CHECKS	57.00	
		002716	00	04/03/2020	281-1007-457.33-05	BACKGROUND CHECKS	40.00	
		002716	00	04/03/2020	530-1001-455.33-05	BACKGROUND CHECKS	80.00	
						VENDOR TOTAL *	294.00	
0000693	00	VANCE BROTHERS INC						
IG00001698		002767	00	04/07/2020	101-3101-431.43-16	ASPHALT	1,107.00	
IF00001650		002767	00	04/07/2020	101-3101-431.43-16	ASPHALT	537.25	
						VENDOR TOTAL *	1,644.25	
0001944	00	WESTLAKE HARDWARE						
6963355/506338		002798	00	04/08/2020	101-2101-421.61-07	CONTAINER/LID	5.98	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0001944	00	WESTLAKE HARDWARE						
6963314/506325	002748		00	04/06/2020	101-3101-431.61-06	TORCH CHEMICALS	28.40	
6963309/506325	002717		00	04/03/2020	101-6701-467.61-03	JANITORIAL SUPPLIES	71.95	
6963300/506325	002717		00	04/03/2020	510-1001-433.62-01	ROCK SALT/CAR WASH	23.96	
6962416/506325	002748		00	04/06/2020	510-1001-433.43-12	LOCK/KEYS	33.33	
6963306/506325	002717		00	04/03/2020	520-1001-432.43-11	CHAINS/MISC	60.98	
6963331/506325	002748		00	04/06/2020	520-1001-432.43-11	PARTS	126.78	
						VENDOR TOTAL *	351.38	
0000232	00	WILHELMI, ALISON P.						
000024127	UT		00	04/07/2020	510-0000-115.20-01	UB CR REFUND-FINALS	51.14	
						VENDOR TOTAL *	51.14	
						HAND ISSUED TOTAL ***		303.86-
						TOTAL EXPENDITURES ****	69,507.37	303.86-
						GRAND TOTAL *****		69,203.51

Account	Description
101-1001	General - Administration
101-1201	General - Municipal Court
101-1204	General - Prisoner Expense (post-court)
101-1401	General - City Manager and Council
101-1501	General - Finance
101-1502	General - Network Expense
101-1601	General - Hall of Waters
101-1801	General - Community Development - Administration
101-1802	General - Community Development - Planning
101-1803	General - Community Development - Inspections
101-1901	General - Human Resources
101-2101	General - Police Administration
101-2103	General - Animal Control
101-2104	General - Prisoner Expense (pre-court)
101-2201	General - Fire
101-2202	General - EMS
101-3101	General - Streets
101-6701	General - Transportation (OMNI)
101-6703	General - Transportation Dispatch
210-1001	Parks and Recreation - Administration
210-4401	Parks and Recreation - Senior Center
211-1001	E-911 Phone Tax
212-1001	Federal Forfeitures
220-1001	Capital Improvements
230-1001	Transportation Trust
240-1001	Neighborhood Improvement Fund
241-1001	Elms Event Fees
250-1001	Construction Services
260-1001	Community Development Block Grant
270-1001	Public Safety Sales Tax
280-1001	Community Center Sales Tax
292-1001	Wal-Mart TIF
293-1001	Paradise Playhouse TIF
294-1001	Vintage Plaza TIF I
295-1001	Elms Hotel TIF
296-1001	Vintage Plaza TIF II
352-1001	Pollution Control Improvements (Bonds)
353-1001	Water System Improvements (Bonds)
380-1001	Community Center Project (Bonds)
405-1001	Debt Service
510-1001	Water
520-1001	Sewer
530-1001	Golf - Administration
530-1003	Golf - Pro Shop
530-1004	Golf - Food and Beverage
540-1001	Airport
550-1001	Refuse
610-1001	Cemetery
720-0000	Special Road District
740-0000	Hospital (Taxes)
780-0000	Payroll Agency Fund