

CITY COUNCIL AGENDA

**Monday, April 19, 2021
City Council Meeting 6:00 PM**

The meeting will also be held virtually due to COVID-19. To listen to the meeting, dial 816-629-7010, enter Meeting ID 881 0419 8767 #, Passcode 494399 #.



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 19, 2021** 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.

The meeting will also be held virtually due to COVID-19. To listen to the meeting, dial 816-629-7010, enter Meeting ID 881 0419 8767 #, Passcode 494399 #.

The tentative agenda of this meeting is as follows.

City Council
City of Excelsior Springs

A G E N D A

City Council Meeting, 6:00 PM
Monday, April 19, 2021

The meeting will also be held virtually due to COVID-19. To listen to the meeting, dial 816-629-7010, enter Meeting ID 881 0419 8767 #, Passcode 494399 #.

Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Minutes of the Regular City Council Meeting of April 5, 2021

Consideration of Agenda

1. Consideration of School Resource Officer MOU Agreement - Resolution No. 1261
2. Consideration of License Agreement with First United Methodist Church - Resolution No. 1262
3. Consideration of Redevelopment Agreement for 120 E. Broadway - Ordinance No. 21-04-04
4. Consideration of Contract with Strata Architecture and Preservation for the Save America's Treasures Project - Ordinance No. 21-04-05
5. Appropriations - Ordinance No. 21-04-06
6. Remarks - City Manager
7. Remarks - City Council
8. Remarks - Mayor
9. 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 14, 2021 at 5:10pm

REGULAR COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
April 5, 2021

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, April 5, 2021 in the Council Chambers of the Hall of Waters Building. The meeting was also available virtually due to COVID-19. The meeting was called to order by Mayor Powell.

The opening was led by Pastor David Boudreaux of the Crescent Lake Christian Center.

The Pledge of Allegiance was led by Mayor Powell.

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

Absent: None.

VISITORS: None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 15, 2021:

Mayor Pro-Tem Morgan made a motion to approve the minutes of the Regular City Council Meeting of March 15, 2021. Motion was seconded by Councilman McElwee.

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

 Nays: None, motion carried.

Minutes of the Regular City Council Meeting of March 15, 2021 passed and approved April 5, 2021.

CONSIDERATION OF AGENDA:

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

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

 Nays: None, motion carried.

The agenda as presented passed and approved April 5, 2021.

RESOLUTION NO. 1257, CONSIDERATION OF COMMUNITY CENTER BOARD APPOINTMENT:

Mayor Powell read by title Resolution No. 1257.

Councilman Eales made a motion to approve Resolution No. 1257 approving the appointment of Dr. Travis Hux to the Community Center Advisory Board. Motion was seconded by Councilman McElwee.

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

Nays: None, motion carried.

Resolution No. 1257 passed and approved April 5, 2021.

Kathy Twitchell, Deputy City Clerk administered the Oath of Office to Dr. Travis Hux.

RESOLUTION NO. 1258, CONSIDERATION OF AN AGREEMENT WITH SFS FOR COMMUNITY CENTER PHASE II:

Mayor Powell read by title Resolution No. 1258.

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

Councilman Eales made a motion to approve Resolution No. 1258 approving a Professional Services Agreement with SFS Architecture, Inc. Motion was seconded by Mayor Pro-Tem Morgan.

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

Nays: None, motion carried.

Resolution No. 1258 passed and approved April 5, 2021

RESOLUTION NO. 1259, CONSIDERATION OF AGREEMENT WITH SUPERIOR BOWEN FOR OVERLAY PROJECT:

Mayor Powell read by title Resolution No. 1259.

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

Councilman McElwee made a motion to approve Resolution No. 1259 awarding the bid for the 2021 Streetscape Project and approving an agreement with Superior Bowen Asphalt Company, LLC in the amount of \$1,284,867.15. Motion was seconded by Councilman Eales.

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

Nays: None, motion carried.

Resolution No. 1259 passed and approved April 5, 2021

RESOLUTION NO. 1260, CONSIDERATION OF BRUSH TRUCK PURCHASE WITH PSST FUNDS:

Mayor Powell read by title Resolution No. 1260.

Joe Maddick, Fire Chief briefed the Council of the Resolution.

Mayor Pro-Tem Morgan made a motion to approve Resolution No. 1260 approving the purchase of a brush truck in the amount of \$32,068.00. Motion was seconded by Councilman McElwee.

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

Nays: None, motion carried.

Resolution No. 1260 passed and approved April 5, 2021

CONSIDERATION OF LIQUOR LICENSE APPLICATION:

Mayor Powell read by title the Consideration.

Clint Reno, Chief of Police briefed the Council of the Consideration.

Councilman Eales made a motion to approve an application by Spring Water Axe Company, LLC for an Original Package Beer License for Woodchux Axe-Throwing located at 455 S. Thompson Avenue, and approving Jonathan T. Barton to the Managing Officer. Motion was seconded by Councilman McElwee.

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

Nays: None, motion carried.

The Liquor License request passed and approved April 5, 2021.

ORDINANCE NO. 21-04-01, CONSIDERATION OF ADDITION OF FALSE ALARM CODE 200.020:

Mayor Powell read by title Ordinance No. 21-04-01.

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

Councilman Eales made a motion to place Ordinance No. 21-04-01 adding Section 200.020 to the City Code of the City of Excelsior Springs, Missouri related to False Alarms on second reading. Motion was seconded by Mayor Pro-Tem Morgan.

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

Nays: None, motion carried.

Mayor Powell read by title the second reading of Ordinance No. 21-04-01.

Mayor Pro-Tem Morgan made a motion to approve Ordinance No. 21-04-01 adding Section 200.020 to the City Code of the City of Excelsior Springs, Missouri related to False Alarms. Motion was seconded by Councilman Kowalski.

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

Nays: None, motion carried.

Ordinance No. 21-04-01 passed and approved April 5, 2021.

ORDINANCE NO. 21-04-02, CONSIDERATION OF AN AMENDMENT TO THE 353 REDEVELOPMENT PROJECT DEVELOPMENT PLAN:

Mayor Powell read by title Ordinance No. 21-04-02.

Laura Mize, Neighborhood Services briefed the Council of the Ordinance.

Councilman Eales made a motion to place Ordinance No. 21-04-02 amending Ordinance No. 17-11-03 related to the Development Plan submitted by the Excelsior Springs Redevelopment Corporation on second reading. Motion was seconded by Councilman McElwee.

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

Nays: None, motion carried.

Mayor Powell read by title the second reading of Ordinance No. 21-04-02.

Mayor Pro-Tem Morgan made a motion to approve Ordinance No. 21-04-02 amending Ordinance No. 17-11-03 related to the Development Plan submitted by the Excelsior Springs Redevelopment Corporation. Motion was seconded by Councilman McElwee.

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

Nays: None, motion carried.

Ordinance No. 21-04-02 passed and approved April 5, 2021.

ORDINANCE NO. 21-04-03, APPROPRIATIONS:

Mayor Powell read by title Ordinance No. 21-04-03.

Vonda Floyd, Director of Finance briefed the Council of the Ordinance.

Councilman Eales made a motion to place Ordinance No. 21-04-03 approving Appropriations in the amount of \$1,110,959.88 on second reading. Motion was seconded by Councilman Kowalski.

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

Nays: None, motion carried.

Mayor Powell read by title the second reading of Ordinance No. 21-04-03.

Councilman Eales a motion to approve Ordinance No. 21-04-03 approving Appropriations in the amount of \$1,110,959.88. Motion was seconded by Mayor Pro-Tem Morgan.

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

Nays: None, motion carried.

Ordinance No. 21-04-03 passed and approved April 5, 2021.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. Attached in your transmittals you have 1) an Agreement with Enel to periodically go off grid and be compensated, and 2) the description of Golf's Junior Links Project.
2. The Safe Streets and Sidewalks Application was submitted Friday and the survey snapshot showed 428 responses.

Mayor Pro-Tem Morgan:

1. Parks and Recreation's scheduled clean-up day is Saturday, April 10th. They will meet at 9am at the Carolyn Schutte Park.

Councilman Eales:

1. Thoughts and prayers go out to Larry Block's family.
2. Good luck to the candidates tomorrow at the election.

Councilman McElwee:

1. Nothing this evening.

Councilman Kowalski:

1. Nothing this evening.

Mayor Powell:

1. The other two candidates are here tonight, so we wish you good luck tomorrow.
2. Sonya and I attended the first meeting for the hospital's new Family Patient Advisory Committee, which is a mouthpiece for patients; excited to start.

With no further business at hand, Mayor Pro-Tem Morgan motioned to close the Regular City Council Meeting and go into CLOSED SESSION Pursuant to Section 610.021.1, Section 610.021.9 and Section 610.021.17 RSMo. Motion was seconded by Councilman Eales. Mayor Powell recognized the motion on the floor and a second. There was no discussion.

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

Nays: None, motion carried.

The Regular City Council Meeting of April 5, 2021 adjourned at 6:24 pm.

SHARON POWELL, MAYOR

ATTEST:

SHANNON STROUD, CITY CLERK



Police

Council Meeting 4/19/2021

To: Mayor and City Council
From: Clinton D. Reno
Date: 3/30/2021
RE: Consideration of School Resource Officer MOU Agreement - Resolution No. 1261

Based on the recommendations from the Missouri School Board Association (MSBA) and the National Association of School Resource Officers (NASRO), the City of Excelsior Springs and the Excelsior Springs School District annually adopt a written Memorandum of Understanding (MOU) agreement regarding our School Resource Officer partnership. The current MOU agreement for the '20-'21 school year is valid until June 30, 2021.

For the upcoming school year, the school district expressed an interest in continuing the partnership and establishing another MOU, which is attached for your review. The Excelsior Springs School District School Board approved the new MOU agreement at their meeting on March 25, 2021, and once again are requesting to fund three (3) SRO positions for the '21-'22 school year. The only notable changes from last year's MOU agreement are changes to the school year dates.

The primary objective of the SRO agreement establishes that the SROs are employees of the police department, and not school district employees. This provides legal protections to both the city and the school district. The agreement also addresses expected costs and terms, and helps formalize the relationship between the school district and the police department.

Please consider the attached resolution authorizing the City Manager and the Chief of Police to execute the School Resource Officer Agreement as presented.

Clinton D. Reno

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/30/2021
Exhibit A - SRO MOU Agreement	Exhibit	3/30/2021

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN
THE CITY OF EXCELSIOR SPRINGS AND THE EXCELSIOR SPRINGS SCHOOL
DISTRICT FOR SCHOOL RESOURCE OFFICERS**

WHEREAS, the City Council of the City of Excelsior Springs, Missouri (the "City"), recognizes the Excelsior Springs Police Department (ESPD) has a long-standing commitment to the development of trusting relationships between law enforcement and the faculty, staff and students of schools within Excelsior Springs; and

WHEREAS, the City finds it in the best interest of the City to authorize and approve the agreement to provide School Resource Officers from the Excelsior Springs Police Department to the Excelsior Springs School District for the academic year 2021-2022, under the "Agreement" attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Manager and the Chief of Police of the City of Excelsior Springs, Missouri are hereby authorized to approve the agreement for the academic year 2021-2022 between the ESPD and the Excelsior Springs School District #40.

SO DONE this _____ day of _____, 2021.

ATTEST:

Shannon Stroud, City Clerk

APPROVED:

Sharon Powell, Mayor

REVIEWED BY:

Molly McGovern, City Manager

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING
2021-2022 ACADEMIC SCHOOL YEAR**

CITY OF EXCELSIOR SPRINGS, MISSOURI
Excelsior Springs, Missouri

EXCELSIOR SPRINGS SCHOOL DISTRICT
District #40

This Memorandum of Understanding is entered into, this 25th day of March, 2021, by and between the City of Excelsior Springs, Missouri (hereinafter referred to as the "City" or "Police Department") and the Excelsior Springs School District #40, a school district located within both Clay and Ray County, Missouri (hereinafter referred to as the "District")

WITNESSETH:

- A. The City, by and through its Police Department, agrees to provide the School District with three (3) uniformed Excelsior Springs Police Department officers to serve in the School Resources Officer Program in one or more of the District's schools as School Resource Officers ("SROs"); and
- B. The District and the City desire for this Agreement to guide and direct the School Resource Officer Program.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefor being hereby acknowledged, the District and the City agree as follows

II. MISSION AND GOALS:

- A. The mission of the School Resource Officer Program is to reduce incidents of delinquency in or around school by combining law enforcement with educational professionals to address drug and alcohol abuse, youth violence, truancy and other youth issues in an educational environment.
- B. The following goals are shared between the District and the City with regard to the School Resource Officer Program:
 - 1. Provide a safe and respectful school;
 - 2. Enhance the relationship between law enforcement officers and students in the District's schools; and
 - 3. Foster educational programs, which will address tobacco, alcohol, and other drug issues, violence diffusion and prevention, and other safety issues as needed.

III. EMPLOYMENT AND ASSIGNMENT OF THE SCHOOL RESOURCE OFFICERS:

- A. Collaboration of the selection of SROs shall be achieved through the School District's Safety & Security Director, in conjunction with the City. Upon agreeance

of such selection, the City shall provide one (1) SRO to the Excelsior Springs High School, one (1) SRO to the Excelsior Springs Middle School, and one (1) SRO to Lewis Elementary School. The SRO assigned to Lewis Elementary School shall also provide primary SRO services to Westview Elementary School and to Elkhorn Elementary School. Elkhorn Elementary School is not within the jurisdiction of the Excelsior Springs Police Department, so law enforcement action by SROs will be limited to the extent allowed by law. The Ray County Sheriff's Department will have primary law enforcement jurisdiction at Elkhorn Elementary School.

B. Regular Duty Hours of the School Resource Officers

1. The SRO shall be assigned to the school on a full-time basis during those days and hours the school is in regular session. The SRO shall be on campus from one-half hour prior to the start of classes until one-half hour after the end of the regularly scheduled school day.
2. On early release days, the SRO may be required to attend District meetings or training during the remainder of the day.
3. During the SRO's daily tour of duty, the SRO may be off campus performing such tasks that may be required by their assignments.
4. The SRO may be temporarily reassigned by the City during school holidays, vacations, school closures and/or during the periods of police emergency.
5. Regular working hours may be adjusted on situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be utilized to cover scheduled school-related activity requiring the presence of a law enforcement officer.

C. Extra duty hours of the School Resource Officer

The City will provide one (1) School Resource Officer for summer programs at no cost, not to exceed thirty (30) days beyond the normal academic calendar.

D. The Role of the School Resource Officers

The role of a School Resource Officer is based on a "triad" approach adopted from training developed and presented by the National Association of School Resource Officers (NASRO) and/or the Missouri School Resource Officers Association (MSROA). The triad philosophy defines a School Resource Officer as fulfilling three main roles: Educator, Counselor/Problem Solver, and Law Enforcement Officer.

1. Educator - The School Resource Officers shall provide educational information in the form of classroom presentations, parent or public presentations, or in-service school staff presentations. Formal presentations shall be made available to these groups on any topic concerning public safety, law related issues, crime prevention, drug abuse prevention, gang prevention, or other topics as appropriate. The School

Resource Officers will act as instructors, or arrange for another SRO or certified public safety instructor, for these respective presentations when invited to do so by the principal or member of the faculty. These presentations shall be conducted in a professional manner and shall be pre-approved by the District's Director of Safety & Security with input from the respective school administrator.

2. Counselor/Problem Solver - The School Resource Officers are not a substitute for school counselors. The SROs may give advice or guidance to students and the education staff within the context of the officer's knowledge, training and experience. The SROs counsel students on a variety of issues, which may range from dealing with anger, personal conflicts, drug and alcohol issues, abuse and neglect, and other issues related to public safety or the law.

The School Resource Officers shall work closely with the District's Director of Safety & Security, school administrators and counselors, social workers, juvenile officers, and other organizations, which service youth in order to provide support to students in need.

3. Law Enforcement Officer - The School Resource Officers shall conduct criminal investigations and make arrests utilizing the same criteria as any other certified law enforcement officer of the City. However, SROs will often work with the District's Director of Safety & Security, school administrators, parents, social service agencies, and perhaps the Clay or Ray County Juvenile Office to explore effective ways to hold juvenile offenders accountable for their actions.

The School Resource Officers shall also gather intelligence information regarding criminal activities involving school-aged or juvenile offenders. This information is then shared with the appropriate resources.

E. Additional Duties of the School Resource Officers

1. The SROs shall coordinate all of their activities with the City, the District's Director of Safety & Security, the principal and staff members concerned, and will seek permission, advice, and guidance prior to enacting any programs within the School.
2. The SROs shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police, and the police mission.
3. The SROs shall encourage individual and small group discussions with students based on material presented in class to further establish rapport with the students.
4. When requested by the District's Director of Safety & Security or by the respective principal, the SROs shall attend parent/faculty meetings to solicit

support and understanding of the SRO program. Each year, the SROs should provide faculty members, especially new members, an overview of the SRO program.

5. The SROs shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement, crime prevention, or violence prevention topics. Confidential information shall not be disclosed except as provided by law or court order.
6. The SROs shall become familiar with all community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, etc. The SROs shall make referrals to such agencies and liaise when necessary, thereby acting as a resource person to the students, faculty and staff of the school.
7. The SROs shall assist the District's Director of Safety & Security and principal(s) in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus or during school sponsored events.
8. The SROs shall adhere to School Board policy, City policy and legal requirements should it become necessary to conduct formal police activities with the students.
9. If an SRO becomes aware of any criminal investigation at the SRO's respective school(s), the SRO should help coordinate that investigation, even though the SRO may not be the lead investigator. For example, when the SRO becomes aware of a child abuse case, they may not be the lead investigator; however, the SRO will make the necessary contacts with the appropriate investigating agency to facilitate the investigation.
10. The SROs shall take law enforcement action as required. As soon as practical, the SROs shall make the District's Director of Safety & Security, along with the respective principal, aware of such action. At the request of District's Director of Safety & Security or the respective school principal, the SROs shall take appropriate law enforcement action for violations of the law on school property or at related school functions as allowed by Missouri Statutes.
11. The SROs shall give assistance to other law enforcement officers and/or other local law enforcement departments in matters regarding his/her school assignment, whenever necessary.
12. The SROs shall, whenever possible, and in accordance with established overtime procedures, participate in and/or attend school functions.
13. The SROs may be assigned non-campus investigations relating to runaways or truant students that attend the school to which an SRO is assigned.

14. The SROs shall not act as school disciplinarians or conduct searches or frisks on behalf of an administrator for issues only related to school discipline. However, if there is a safety risk; or the District's Director of Safety & Security or the principal believes a violation of law has occurred, and the school district intends to pursue the matter criminally; then an SRO shall be contacted. The SRO shall determine whether law enforcement action is appropriate. If the District's Director of Safety & Security disagrees, then the SRO's supervisor at the City shall be consulted.
15. The SROs are not to be used for regularly assigned lunchroom duties, hall monitor, bus monitor, in school suspension monitor, or any other regularly assigned duties that are filled by a School or District employee. If there is a problem in one of these areas, the SRO should be actively involved and help the school solve the problem. These solutions will vary, but may include the presence of the SRO in these areas. Even though the SRO is not to be assigned regular duties of another School or District member in these high traffic areas, the SRO should make a consistent and regular practice to be visible in these areas. The SRO's presence will provide great opportunities to make positive contacts with students and to help deter negative issues from occurring.
16. The SROs should ensure the City (SRO Supervisor) and the District's Director of Safety & Security are notified when the SRO is sick or injured prior to the start of the school day.

F. Access to Education Records

1. School officials shall allow the SRO to inspect any public records maintained by the School District to the extent allowed by state and federal law; however, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Board of Education Policy and Regulations.
2. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.
3. A full explanation as to the need of the information to handle the emergency and the extent to which time is of the essence shall be articulated in the SRO's official report.
4. If confidential student record information is needed, but no emergency exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or with consent of the student's parent or guardian as required by Board Policy or as otherwise allowed by state and federal law.

5. The City, the Police Department and the SROs will comply with the Family Educational Rights and Privacy Act, 20 U.S.C.A. § 1232g, and will indemnify the District, to the extent permitted by law, for any damages suffered by it by reason of its failure to do so.

IV. RIGHTS, DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- A. District Administration shall provide to all the full-time SROs the following materials and facilities, which are deemed necessary to the performance of the SRO duties:
 1. Access to an air-conditioned and properly lighted private office, which shall contain a telephone to be used for general business purposes. This office may be shared by another SRO, but shall be for SRO use only.
 2. A location for files and records, which can be properly locked and secured.
 3. A desk with drawers, a desk chair, additional guest chair(s), filing cabinet office supplies.
 4. Access to a computer and/or secretarial assistance.
- B. The School Principal will report student acts to the SRO in the time and manner required by § 167.117 RSMo. and the attached Third-Degree Assault Reporting agreement:
 1. The School Principal will immediately report to the SRO student acts that occur on school property, on a school bus in service on behalf of the District, or during school activities that would be assault in the first or second degree if committed by an adult, sexual assault, or deviate sexual assault against a pupil or school employee. (See § 167.117 RSMo.).
 2. The School Principal will report to the SRO student acts that occur on school property, on a school bus in service on behalf of the District, or during school activities that would be assault in the third degree pursuant to the attached Third-Degree Assault Reporting agreement (Annex A).

V. FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

- A. The District agrees to provide a reimbursement to the City for the costs of SRO services at the rate of Seventy-Five Percent (75%) of the base salary and benefits, plus overtime pay for District-related activities when applicable to hours worked of the three (3) assigned SROs.
- B. The City will submit an invoice to the District by May 30th, 2022 reflecting the salary and benefits as described above, and the actual overtime hours worked by the SROs through that date. The District agrees to pay said invoice on or before July 31st, 2022.

- C. For the 2021-2022 Academic School Year, the total costs of the School Resource Program shall not exceed \$148,000.00.

VI. TERM OF THE SCHOOL RESOURCE OFFICER PROGRAM

This program is effective for the twelve-month period beginning on July 1st, 2021, for the academic school year, and shall remain in effect until either June 30, 2022, or until a party provides written notice to the other party indicating a request for either amendment or termination as indicated in section IX, entitled TERMINATION OF AGREEMENT.

VII. EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER

- A. The School Resource Officer shall remain an employee of the City of Excelsior Springs, Missouri, and shall not be an employee of the District.
- B. The District and the City acknowledge that the School Resource Officers shall remain responsible to the chain of command of the Department. However, the School Resource Officers shall coordinate efforts and activities with the District's Director of Safety & Security and respective school principals.

VIII. DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

- A. In the event the principal of the school to which an SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall discuss the matter with School District's Director of Safety & Security. The School District's Director of Safety & Security will try to resolve any issues. However, if the principal and the School District's Director of Safety & Security agree that the respective SRO should be removed from the program then the School District's Director of Safety & Security shall then give this written recommendation to the Deputy Superintendent.
- B. The Deputy Superintendent will exhaust all avenues in an attempt to resolve the situation. If resolution cannot be gained, the recommendation to remove the SRO from the program will be forwarded to the Superintendent of the District. Within a reasonable time after receiving the recommendation to remove the SRO from the program, the Superintendent or his/her designee shall advise the City of the request.
- C. If the City so desires, the Superintendent and the City Manager or his/her designees, shall meet with the SRO to mediate or resolve any problems, which may exist. At such a meeting, specific members of the respective school, along with the School District's Director of Safety & Security and Deputy Superintendent may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event the City does not seek mediation, then the SRO shall be removed from the program and the school. The City shall then provide a replacement SRO as soon as practicable.

- D. The City may dismiss or reassign an SRO based upon City Rules, Regulations and/or General Orders and when it is in the best interest of the people of the City of Excelsior Springs, Missouri, and the District.
- E. In the event of the resignation, dismissal, reassignment or long-term absence of an SRO, the City shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving notice of such resignation, dismissal, reassignment or long-term absence, when feasible. If the City is unable to provide a temporary replacement, the reimbursement invoice will reflect a commensurate pro-rated reduction in costs to the District.

IX. TERMINATION OF AGREEMENT

- A. This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement.
- B. Either party upon one hundred eighty (180) days written notice may terminate this Agreement without cause.
- C. Termination of this Agreement may only be accomplished as provided herein.
- D. In the event this Agreement is terminated, reimbursement will be made to the City for all services performed to the date of the termination.

X. EVALUATION OF PROGRAM

- A. It is mutually agreed that the City and the District shall annually evaluate the School Resource Officer Program and implement recommendations and changes as needed and agreed upon.

XI. NOTICES

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

Dr. Dan Hoehn, Superintendent
Excelsior Springs School District #40
300 W. Broadway Ave
Excelsior Springs, MO 64024

Molly McGovern
City Manager
201 E. Broadway Ave
Excelsior Springs, Missouri 64024

XII. GOOD FAITH

- A. The District, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement.
- B. Unforeseen difficulties or questions will be resolved by negotiation between the District Superintendent and the City Manager, or their designees.

XIII. MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

XIV. NON-ASSIGNMENT

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District and the City is obtained.

XV. MERGER

This agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

XVI. INSURANCE

It is understood that both the City and the School District are governmental bodies and maintain appropriate insurance coverage.

XVII. LEGAL CONTINGENCIES

It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. Without waiving any governmental immunity, sovereign immunity, or official immunity, each party agrees to be responsible and assumes liability for its own actions and omissions and those of its Officers, teachers, staff or any other agent for any incident arising out of or in connection with this agreement, to the fullest extent required by the law and agrees to save, indemnify, defend and hold the other party harmless from such liability for its own actions.

XVIII. NO WAIVER OF IMMUNITY

Nothing in this Agreement waives any governmental immunity including sovereign immunity or official immunity available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duty-authorized officers.

EXCELSIOR SPRINGS SCHOOL DISTRICT #40



Charles (Tray) Harkins III, School Board President

25 march 2021

Date



Dr. Dan Hoehn, Superintendent

3/25/21

Date

CITY OF EXCELSIOR SPRINGS, MISSOURI

Molly McGovern, City Manager

Date

Annex A
Handling of Third-Degree Assaults
AGREEMENT

Between
City of Excelsior Springs
Police Department
&
The Excelsior Springs School District
Clay/Ray County, Missouri
District #40

Definitions:

Revised Missouri State Statute 167.117, states, in any instance when any person is believed to have committed an act which if committed by an adult would be assault in the first, second or third degree, sexual assault, or deviate sexual assault against a pupil or school employee, while on school property, including a school bus in service on behalf of the district, or while involved in school activities, the principal shall immediately report such incident to the appropriate local law enforcement agency and to the superintendent, except in any instance when any person is believed to have committed an act which if committed by an adult would be assault in the third degree and a written agreement as to the procedure for the reporting of such incidents of third degree assault has been executed between the superintendent of the school district and the appropriate local law enforcement agency, the principal shall report such incident to the appropriate local law enforcement agency in accordance with such agreement.

Assault in the third degree.

565.054. 1. A person commits the offense of assault in the third degree if he or she knowingly causes physical injury to another person.

2. The offense of assault in the third degree is a class E felony, unless the victim of such assault is a special victim, as the term "special victim" is defined under section 565.002, in which case it is a class D felony.

The school environment can provide an opportunity for third degree assaults to be perceived that can lead to increased caseload for the Excelsior Springs Police Department and can detract from classroom instruction time. Knowing this, the Excelsior Springs Police Department and the Excelsior Springs School District enter into the following agreement for reporting third degree assaults that RSMO 167.117 requires us to place into writing.

The school district will report all required crimes as determined by law. However, in regard to third degree assaults, school resource officers will have the final discretion to only take an internal school district report on third degree assaults and to not file any related lesser criminal charges when:

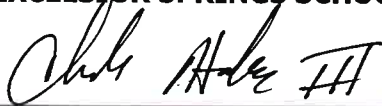
Section 167.117 Third-Degree Assault Reporting Agreement Authorities

1. No victim or parent of the victim (in the cases of juveniles) wishes to press charges and when
2. The injury requires nothing more than minor medical treatment. Examples of minor medical treatment include but are not limited to the use of pain reliever such as acetaminophen, ice pack, bandage, rest, or basic first aid.

Both the Excelsior Springs Police Department and the Excelsior Springs School District realize that in a majority of cases, criminal charges will not be filed and arrests will not be made. However, the Excelsior Springs Police Department will consider filing charges, under special circumstances, as each incident will be reviewed on a case-by-case basis.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duty-authorized officers:

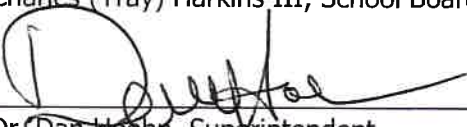
EXCELSIOR SPRINGS SCHOOL DISTRICT #40



Charles (Tray) Harkins III, School Board President

25 March 2021

Date



Dr. Dan Hoehn, Superintendent

3/25/21

Date

CITY OF EXCELSIOR SPRINGS, MISSOURI

Clinton D. Reno, Chief of Police

Date



City Council Meetings
Council Meeting 4/19/2021

To: Mayor and City Council

From:

Date

RE: Consideration of License Agreement with First United Methodist Church - Resolution
No. 1262

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	4/14/2021
Resolution	Resolution Letter	4/14/2021
Agreement	Backup Material	4/14/2021

Excelsior Springs Parks & Recreation
500 Tiger Drive
Excelsior Springs, MO 64024



April 15, 2021

First United Methodist
1650 Rainbow Blvd.
Excelsior Springs, MO 64024

With notice of our ongoing discussions, we are entering into an agreement for the property north of the previous Rainbow Swim Club property. The Excelsior Springs Parks & Recreation Department will be willing to make a donation to the church for the property to be used for future development of the splash park. This narrow piece of property has been planted with crops each year, but with the splash park facility opening in the spring of 2021 the access will be eliminated to this piece of property. With this it is ESPR's opinion the property would be best utilized by the Department for future development. This property boundary will run along the stream and use this as a boundary line.

The City of Excelsior Springs: Parks & Recreation Department would like to begin the agreement for maintenance of the property until October 2021, when we can make an offer to purchase the property.

By maintaining the property, we can ensure it is mowed down and prevents any wildlife along the creek from making its way to the splash pad.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nate Williams'.

Nate Williams
Director of Parks & Recreation

RESOLUTION NO. _____

**A RESOLUTION APPROVING A LICENSE AGREEMENT WITH FIRST UNITED
METHODIST CHURCH OF EXCELSIOR SPRINGS, MISSOURI**

Be it Resolved by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. That the License Agreement by and among the City of Excelsior Springs, Missouri, and First United Methodist Church of Excelsior Springs, Missouri, which is attached to this Resolution as Exhibit A in its substantial form and incorporated herein, is hereby approved.

Section 2. That the Mayor is authorized to execute the agreement for and on behalf of the City of Excelsior Springs, Missouri.

Section 3. That the City Manager, City Clerk, and such other officials of the City may act as is necessary, incidental, or expedient to carry out the intent of this Resolution and the authority granted herein.

Section 4. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

Sharon Powell, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Draft

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this 14TH day of APRIL, 2021, by and between First United Methodist Church of Excelsior Springs, Missouri (hereinafter referred to as the "LICENSOR"), and the City of Excelsior Springs, Missouri (hereinafter referred to as the "LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR is the owner of certain real property located at 1650 Rainbow Boulevard, Excelsior Springs, Missouri; and

WHEREAS, LICENSEE desires to use a portion of LICENSOR's property for the purpose of maintenance in conjunction with its new splash park (for example, prevention of encroaching nuisance animals); and

WHEREAS, the portion of LICENSOR'S property that LICENSEE desires to use is that portion between LICENSEE'S splash park and the creek, as generally depicted on the attached exhibit as denoted in red (the "Property"); and

WHEREAS, LICENSOR desires to grant to LICENSEE a license to the Property for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, LICENSOR and LICENSEE, hereby agree as follows:

1. LICENSOR hereby grants LICENSEE permission (the "License") to use the Property to maintain it in conjunction with its new splash park (for example, prevention of encroaching nuisance animals).
2. This License shall expire on October 31, 2021, provided however, that LICENSOR may terminate this License Agreement at any time for any reason. For the term of the License, LICENSEE shall compensate LICENSOR in the total amount of \$10.00.
3. This Agreement only grants to LICENSEE revocable permission to use the Property, and nothing herein shall be deemed to grant LICENSEE an easement, lease, right, title or any other interest in the Property. Further, the permission given pursuant to this Agreement does not run with the land. If LICENSOR sells or otherwise conveys the Property, this Agreement and its obligations shall terminate.
4. This Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

Draft

5. This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Missouri. No modification of this agreement may be made without the written consent of both parties.

First United Methodist Church of Excelsior Springs, Missouri:

By: W. Kent Powell

Printed Name: W. KENT POWELL

Title: CHAIRPERSON, TRUSTEES

Date: 4-14-2021

Draft

CITY OF EXCELSIOR SPRINGS, MISSOURI:

Sharon Powell
Mayor

Dated: _____

ATTEST:

Shannon Stroud
City Clerk

Draft

Exhibit

CITY

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OR LT
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City Council Meetings

Council Meeting 4/19/2021

To: Mayor and City Council
From: Laura Mize, Neighborhood Specialist
Date: 4/8/2021
RE: Consideration of Redevelopment Agreement for 120 E. Broadway - Ordinance No. 21-04-04
RE: Consideration of Redevelopment Agreement for 120 E. Broadway

Brad and Brenda Eales of Eales Investments, LLC have applied for a Chapter 353 Tax Abatement for 120 E. Broadway Street. The building has undergone extensive interior and exterior renovation and is now housing a retail space on the ground level and a short term rental space on the second level.

The exterior work included a roof replacement, lead paint removal, masonry repair and paint on the exterior, new windows and doors, and a catwalk for the HVAC units. The interior work was also extensive including HVAC installation, updated electrical and plumbing, insulation, new flooring, repair and rebuilding of wood elements, reinforcement of the walls, new sheetrock, and a complete interior remodel to accommodate a retail space and a short term rental space.

The total eligible expenditures amount to \$267,285.67. 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	4/14/2021
Agreement	Backup Material	4/14/2021
Tax Impact Analysis #1	Backup Material	4/13/2021
Tax Impact Analysis #2	Backup Material	4/13/2021

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE 120 EAST BROADWAY REDEVELOPMENT PROJECT OF THE EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION'S DEVELOPMENT PLAN; APPROVING A REDEVELOPMENT AGREEMENT; AND AUTHORIZING CERTAIN TAX ABATEMENTS FOR THE REDEVELOPMENT PROJECT AS STATED IN THE REDEVELOPMENT AGREEMENT

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 120 E. Broadway Redevelopment Project ("Redevelopment Project") complies with all of the requirements of the 353 Program as established by the City Council of Excelsior Springs. Further, the City Council approves the Redevelopment Project and finds that implementation of the Redevelopment Project is necessary for the preservation of the public peace, prosperity, health, safety, morals and welfare of the City, and the Development Plan is amended accordingly to reflect the Redevelopment Project.

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. Excelsior Springs Redevelopment Corporation (ESRC), or its successors and assigns, all in accordance with Chapter 353, RSMo, is hereby granted tax abatement on land improvements that shall apply to ESRC or its successors and assigns, as more particularly stated within the Redevelopment Agreement, which is attached hereto and approved in its substantial form, provided that ESRC acquires the property within three years of the date of this ordinance.

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. 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.

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 19th day of April 2021.

Sharon Powell, 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

120 E BROADWAY REDEVELOPMENT PROJECT

THIS 353 REDEVELOPMENT AGREEMENT, entered into this 19th day of April, 2021 (“Agreement”) by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI (“City”), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION (“Redevelopment Corporation”), and BRAD AND BRENDA EALES 2111 BRADFORD PLACE (“ADDRESS Owner”) is for the implementation of the Downtown 353 Development Plan dated October 4, 2017 (“Development Plan”), submitted by the Redevelopment Corporation for implementation of the 120 E BROADWAY 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. 17-11-03 (“Ordinance”), approving the Development Plan of the Excelsior Springs Redevelopment Corporation for the implementation of the Downtown 353 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 120 E Broadway Redevelopment Project 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 120 E Broadway 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 120 E Broadway 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 120 E Broadway Redevelopment Project Owner will have complete and exclusive control over the implementation of the 120 E Broadway Redevelopment Project and the management and operation of the 120 E Broadway Redevelopment Project.
4. 120 E Broadway Redevelopment Project Phases. The 120 E Broadway Redevelopment Project will be implemented in one Phase. The Phase 1 schedule is described in the Development Plan.
5. Delays/Extensions. 120 E Broadway Redevelopment Project Owner will implement the 120 E Broadway 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 120 E Broadway Redevelopment Project Owner or not caused or contributed to by 120 E Broadway 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 acquisitions of or use of materials, litigation challenging the rights of 120 E Broadway Owner, the Redevelopment Corporation or the City, delays by the City, by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, documents and commissions within the project time frame.
6. Notice of Delay. 120 E Broadway 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 120 E Broadway Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be undertaken by 120 E Broadway Owner.

8. Performance for Benefit of Redevelopment Corporation/City. If 120 E Broadway 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. 120 E Broadway Owner's failure to substantially comply, in whole or in part, with this Agreement or the Development Plan, is a breach of 120 E Broadway Owner's obligations under the Development Plan and this Agreement. If the 120 E Broadway Owner breaches this Agreement or the Development Plan, the Redevelopment Corporation and the City may deliver written notice of the breach to 120 E Broadway Owner. 120 E Broadway 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 120 E Broadway 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 120 E Broadway Owner's rights under this Agreement and the Development Plan, in whole or in part.

The Redevelopment Corporation and the City will give 120 E Broadway Owner written notice of the request to terminate. At least 15 days after notice of the request is given to 120 E Broadway 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 120 E Broadway 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 120 E Broadway Owner's rights under this Agreement and the Development Plan, in whole or in part.

10. Building Maintenance. 120 E Broadway Owner must maintain any building or other structures and public areas in the 120 E Broadway Redevelopment Project Area in good repair in accordance with the City's building code and ordinances. 120 E Broadway Owner must secure the buildings or other structures until rehabilitation or reconstruction under the Development Plan begins and during the rehabilitation or reconstruction.
11. 120 E Broadway Owner Compliance. 120 E Broadway Owner must obtain all permits and approval required by law. 120 E Broadway 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, 120 E Broadway Owner will cooperate with and permit access to the 120 E Broadway 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 120 E Broadway 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 Agreement.
14. Tax Abatement.
 - a. Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID#12311002101000) which contains one addressed improvement 120 E Broadway, Excelsior Springs, Missouri. Accordingly, the 120 E Broadway 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 120 E Broadway Redevelopment Project Area except to such extent and in such amount as may be imposed upon the 120 E Broadway Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvement, 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 120 E Broadway Redevelopment Project Area. The amount of such tax assessments shall not be increased during said ten (10) years period so long as the 120 E Broadway Redevelopment Project Area is used in accordance with the Development Plan.
 - b. Subsequent Three Years. After the ten (10) year period above-described, and for the next ensuing period of three (3) years, ad valorem taxes upon the real property in the 120 E Broadway Redevelopment Project Area shall be measured by the assessed valuation thereof as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of such real property including any improvement thereon. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period of three (3) years, so

long as the real property in the 120 E Broadway Redevelopment Project is used in accordance with the Development Plan.

- c. Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) and (b) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the thirteen 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 \$267,285.67. The City shall provide written notification to the 120 E Broadway Owner and the Redevelopment Corporation at such time as the City has determined that the tax abatement has equaled or exceeded the amount of \$267,285.67 prior to terminating the tax abatement with the County Assessor.
- d. Full Assessment-Election to Opt Out After Completion. After the thirteen (13) year period provided in Section 14(a) and (b) above, the 120 E Broadway 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 120 E Broadway Redevelopment Project Area and the standard assessment ration then in use for similar real property by the Assessor. Furthermore, after the thirteen (13) year period provided in Section 14(a) and (b) above, the 120 E Broadway Redevelopment Project Area shall be owned and operated by the 120 E Broadway 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 120 E Broadway 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 120 E Broadway Redevelopment Project Area from the date of the completion of the Development, and from the date of such election the 120 E Broadway Redevelopment Project Area shall be owned and operated by 120 E Broadway Owner free from the conditions, restriction, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

- e. Sale or Disposition of Redevelopment Area. The 120 E Broadway Owner may sell or otherwise dispose of any or all part of the 120 E Broadway 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 or

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 120 E Broadway Redevelopment Project Area so long as such purchaser or transferee shall continue to use, operate and maintain the 120 E Broadway 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.

- f. Breach or Withdrawal. If (i) The City terminates this Agreement under Section 9 above, or (ii) any portion of this 120 E Broadway 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 120 E Broadway 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 120 E Broadway Redevelopment Project Area to Redevelopment Corporation.

Upon the issuance of a Certificate of Completion by the City as provided in Section 17 herein, the 120 E Broadway Owner shall execute a Quit Claim Deed to the Redevelopment Corporation transferring the 120 E Broadway 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 120 E Broadway Redevelopment Project Area back to the 120 E Broadway Owner. Both deeds shall be recorded together with the deed from the 120 E Broadway Owner recorded first and the deed from the Redevelopment Corporation recorded second.

16. Earnings Limitations on Development. Redevelopment Corporation's net earnings from development area limited as provided in Section 353.030. Redevelopment Corporation will comply in all respects with 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 of the enlargement of the Development; or may be used for the reduction of any rentals within the Development.

17. Certificate of Completion. 120 E Broadway Owner will request, in writing, after completion of the 120 E Broadway Redevelopment Project, that the City issue a Certificate of Completion for the 120 E Broadway 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 120 E Broadway Owner have substantially completed the 120 E Broadway Redevelopment Project in accordance with the Development Plan and this Agreement, the City will issue a Certificate of Completion for the 120 E Broadway Redevelopment Project. If the City Council determines that any part of the 120 E Broadway Redevelopment Project has not been substantially completed in accordance with the Development Plan and this Agreement, the City will provide written notice to 120 E Broadway Owner stating the reasons for the findings that there has not been substantial compliance with the Development Plan and this Agreement. The City's failure to notify 120 E Broadway Owner within 45 days after receipt of the written request is deemed a Certificate of Completion. 120 E Broadway Owner have 180 days after the City gives notice to 120 E Broadway Owner within which to correct any failure to substantially complete the 120 E Broadway 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 120 E Broadway Owner.
19. Invalidation or Cancellation of Agreement by Developer. If 120 E Broadway 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, 120 E Broadway 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 communications 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, MO 64024

If to the Redevelopment Corporation:

Excelsior Springs Redevelopment Corporation
c/o City Manager
201 E. Broadway
Excelsior Springs, MO 64024

If to 120 E Broadway Owner:

Brad and Brenda Eales

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 or 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 120 E Broadway Owner is found invalid, 120 E Broadway 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 120 E Broadway 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, 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) this Agreement.

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

City of Excelsior Springs, Missouri

By: _____
[MAYOR], Mayor

Excelsior Springs Redevelopment Corporation

By: _____
[President], President

Attest:

Shannon Stroud, City Clerk

120 E Broadway Owner

By: _____

Brad and Brenda Eales, Property Owner

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - All Districts
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	2,064	240	4,359	(1,825)	4,599
2	2,085	242	4,403	(1,843)	4,645
3	2,106	245	4,447	(1,861)	4,691
4	2,127	247	4,491	(1,880)	4,738
5	2,148	250	4,536	(1,899)	4,786
6	2,170	252	4,581	(1,918)	4,833
7	2,191	255	4,627	(1,937)	4,882
8	2,213	257	4,673	(1,956)	4,931
9	2,235	260	4,720	(1,976)	4,980
10	2,258	262	4,767	(1,995)	5,030
11	2,280	265	4,815	(2,015)	5,080
12	2,303	268	4,863	(2,036)	5,131
13	2,326	270	4,912	(2,056)	5,182
14	2,349	5,234	-	2,884	5,234
15	2,373	5,286	-	2,913	5,286
16	2,397	5,339	-	2,942	5,339
17	2,421	5,392	-	2,972	5,392
18	2,445	5,446	-	3,001	5,446
19	2,469	5,501	-	3,032	5,501
20	2,494	5,556	-	3,062	5,556
21	2,519	5,611	-	3,092	5,611
22	2,544	5,667	-	3,123	5,667
23	2,570	5,724	-	3,155	5,724
24	2,595	5,781	-	3,186	5,781
25	2,621	5,839	-	3,218	5,839
Total	58,305	69,690	60,194	11,386	129,884

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway

Tax Impact Analysis - ESSD

353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	1,221	142	2,672	(1,079)	2,814
2	1,233	143	2,699	(1,090)	2,842
3	1,245	145	2,726	(1,101)	2,871
4	1,258	146	2,753	(1,112)	2,899
5	1,270	148	2,781	(1,123)	2,928
6	1,283	149	2,808	(1,134)	2,958
7	1,296	151	2,837	(1,145)	2,987
8	1,309	152	2,865	(1,157)	3,017
9	1,322	154	2,894	(1,168)	3,047
10	1,335	155	2,923	(1,180)	3,078
11	1,348	157	2,952	(1,192)	3,108
12	1,362	158	2,981	(1,204)	3,140
13	1,376	160	3,011	(1,216)	3,171
14	1,389	3,203	-	1,813	3,203
15	1,403	3,235	-	1,831	3,235
16	1,417	3,267	-	1,850	3,267
17	1,431	3,300	-	1,868	3,300
18	1,446	3,333	-	1,887	3,333
19	1,460	3,366	-	1,906	3,366
20	1,475	3,400	-	1,925	3,400
21	1,489	3,434	-	1,944	3,434
22	1,504	3,468	-	1,964	3,468
23	1,519	3,503	-	1,983	3,503
24	1,535	3,538	-	2,003	3,538
25	1,550	3,573	-	2,023	3,573
Total	34,477	42,576	36,901	8,099	79,477

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - Clay County Services
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	29	3	64	(26)	68
2	30	3	65	(26)	68
3	30	3	65	(26)	69
4	30	4	66	(27)	70
5	30	4	67	(27)	70
6	31	4	67	(27)	71
7	31	4	68	(27)	72
8	31	4	69	(28)	72
9	32	4	69	(28)	73
10	32	4	70	(28)	74
11	32	4	71	(29)	75
12	33	4	72	(29)	75
13	33	4	72	(29)	76
14	33	77	-	44	77
15	34	78	-	44	78
16	34	78	-	44	78
17	34	79	-	45	79
18	35	80	-	45	80
19	35	81	-	46	81
20	35	82	-	46	82
21	36	82	-	47	82
22	36	83	-	47	83
23	36	84	-	48	84
24	37	85	-	48	85
25	37	86	-	49	86
Total	827	1,022	885	194	1,907

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - State Levy
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	7	1	15	(6)	16
2	7	1	15	(6)	16
3	7	1	15	(6)	16
4	7	1	16	(6)	16
5	7	1	16	(6)	17
6	7	1	16	(6)	17
7	7	1	16	(7)	17
8	7	1	16	(7)	17
9	8	1	16	(7)	17
10	8	1	17	(7)	17
11	8	1	17	(7)	18
12	8	1	17	(7)	18
13	8	1	17	(7)	18
14	8	18	-	10	18
15	8	18	-	10	18
16	8	19	-	11	19
17	8	19	-	11	19
18	8	19	-	11	19
19	8	19	-	11	19
20	8	19	-	11	19
21	8	20	-	11	20
22	9	20	-	11	20
23	9	20	-	11	20
24	9	20	-	11	20
25	9	20	-	12	20
Total	196	242	210	46	452

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - County / Handicap
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	26	3	57	(23)	60
2	26	3	58	(23)	61
3	27	3	58	(24)	61
4	27	3	59	(24)	62
5	27	3	60	(24)	63
6	27	3	60	(24)	63
7	28	3	61	(25)	64
8	28	3	61	(25)	65
9	28	3	62	(25)	65
10	29	3	63	(25)	66
11	29	3	63	(26)	67
12	29	3	64	(26)	67
13	29	3	64	(26)	68
14	30	69	-	39	69
15	30	69	-	39	69
16	30	70	-	40	70
17	31	71	-	40	71
18	31	71	-	40	71
19	31	72	-	41	72
20	32	73	-	41	73
21	32	74	-	42	74
22	32	74	-	42	74
23	33	75	-	42	75
24	33	76	-	43	76
25	33	77	-	43	77
Total	738	912	790	173	1,702

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - County / Mental Health
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	22	3	48	(19)	50
2	22	3	48	(19)	51
3	22	3	49	(20)	51
4	22	3	49	(20)	52
5	23	3	50	(20)	52
6	23	3	50	(20)	53
7	23	3	51	(20)	53
8	23	3	51	(21)	54
9	24	3	52	(21)	54
10	24	3	52	(21)	55
11	24	3	53	(21)	55
12	24	3	53	(21)	56
13	25	3	54	(22)	57
14	25	57	-	32	57
15	25	58	-	33	58
16	25	58	-	33	58
17	26	59	-	33	59
18	26	60	-	34	60
19	26	60	-	34	60
20	26	61	-	34	61
21	27	61	-	35	61
22	27	62	-	35	62
23	27	63	-	35	63
24	27	63	-	36	63
25	28	64	-	36	64
Total	616	760	659	145	1,419

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - County / Senior Citizens
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	22	1	24	(21)	25
2	22	1	24	(21)	25
3	22	1	24	(21)	26
4	22	1	25	(21)	26
5	23	1	25	(21)	26
6	23	1	25	(22)	26
7	23	1	25	(22)	27
8	23	1	26	(22)	27
9	24	1	26	(22)	27
10	24	1	26	(22)	27
11	24	1	26	(23)	28
12	24	1	27	(23)	28
13	25	1	27	(23)	28
14	25	29	-	4	29
15	25	29	-	4	29
16	25	29	-	4	29
17	26	29	-	4	29
18	26	30	-	4	30
19	26	30	-	4	30
20	26	30	-	4	30
21	27	31	-	4	31
22	27	31	-	4	31
23	27	31	-	4	31
24	27	32	-	4	32
25	28	32	-	4	32
Total	616	379	329	(236)	708

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - County / Health
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	22	3	48	(19)	50
2	22	3	48	(19)	51
3	22	3	49	(20)	51
4	22	3	49	(20)	52
5	23	3	50	(20)	52
6	23	3	50	(20)	53
7	23	3	51	(20)	53
8	23	3	51	(21)	54
9	24	3	52	(21)	54
10	24	3	52	(21)	55
11	24	3	53	(21)	55
12	24	3	53	(21)	56
13	25	3	54	(22)	57
14	25	57	-	32	57
15	25	58	-	33	58
16	25	58	-	33	58
17	26	59	-	33	59
18	26	60	-	34	60
19	26	60	-	34	60
20	26	61	-	34	61
21	27	61	-	35	61
22	27	62	-	35	62
23	27	63	-	35	63
24	27	63	-	36	63
25	28	64	-	36	64
Total	616	760	659	145	1,419

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - Library
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	86	10	187	(76)	197
2	86	10	189	(76)	199
3	87	10	191	(77)	201
4	88	10	193	(78)	203
5	89	10	195	(79)	205
6	90	10	197	(79)	207
7	91	11	199	(80)	209
8	92	11	201	(81)	211
9	93	11	203	(82)	213
10	94	11	205	(83)	216
11	94	11	207	(83)	218
12	95	11	209	(84)	220
13	96	11	211	(85)	222
14	97	224	-	127	224
15	98	227	-	128	227
16	99	229	-	130	229
17	100	231	-	131	231
18	101	233	-	132	233
19	102	236	-	134	236
20	103	238	-	135	238
21	104	241	-	136	241
22	105	243	-	138	243
23	106	245	-	139	245
24	108	248	-	140	248
25	109	250	-	142	250
Total	2,415	2,982	2,585	567	5,567

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - City / General Fund
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	148	17	325	(131)	342
2	150	17	328	(132)	345
3	151	18	331	(134)	349
4	153	18	334	(135)	352
5	154	18	338	(136)	356
6	156	18	341	(138)	359
7	157	18	345	(139)	363
8	159	18	348	(140)	366
9	161	19	351	(142)	370
10	162	19	355	(143)	374
11	164	19	358	(145)	378
12	165	19	362	(146)	381
13	167	19	366	(148)	385
14	169	389	-	220	389
15	170	393	-	222	393
16	172	397	-	225	397
17	174	401	-	227	401
18	176	405	-	229	405
19	177	409	-	231	409
20	179	413	-	234	413
21	181	417	-	236	417
22	183	421	-	238	421
23	185	425	-	241	425
24	186	430	-	243	430
25	188	434	-	246	434
Total	4,187	5,171	4,482	984	9,653

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - City / Parks and Recreation
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	83	10	183	(74)	192
2	84	10	185	(75)	194
3	85	10	186	(75)	196
4	86	10	188	(76)	198
5	87	10	190	(77)	200
6	88	10	192	(78)	202
7	89	10	194	(78)	204
8	89	10	196	(79)	206
9	90	11	198	(80)	208
10	91	11	200	(81)	210
11	92	11	202	(81)	213
12	93	11	204	(82)	215
13	94	11	206	(83)	217
14	95	219	-	124	219
15	96	221	-	125	221
16	97	223	-	126	223
17	98	226	-	128	226
18	99	228	-	129	228
19	100	230	-	130	230
20	101	232	-	132	232
21	102	235	-	133	235
22	103	237	-	134	237
23	104	240	-	136	240
24	105	242	-	137	242
25	106	244	-	138	244
Total	2,358	2,911	2,523	554	5,435

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis - City / Hospital
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	42	5	91	(37)	96
2	42	5	92	(37)	97
3	43	5	93	(38)	98
4	43	5	94	(38)	99
5	43	5	95	(38)	100
6	44	5	96	(39)	101
7	44	5	97	(39)	102
8	45	5	98	(40)	103
9	45	5	99	(40)	104
10	46	5	100	(40)	105
11	46	5	101	(41)	106
12	47	5	102	(41)	107
13	47	5	103	(42)	108
14	48	110	-	62	110
15	48	111	-	63	111
16	48	112	-	63	112
17	49	113	-	64	113
18	49	114	-	65	114
19	50	115	-	65	115
20	50	116	-	66	116
21	51	117	-	66	117
22	51	119	-	67	119
23	52	120	-	68	120
24	52	121	-	68	121
25	53	122	-	69	122
Total	1,179	1,456	1,262	277	2,717

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

**Downtown Excelsior Springs 353 Redevelopment
Plan - 120 E. Broadway**

**Tax Impact Analysis
(Assumptions)**

Total	
Taxing Jurisdictions	Tax Rate
State Levy	0.0300
Clay County Services	0.1266
County/ Handicap	0.1130
County/ Mental Health	0.0942
County/ Senior Citizens	0.0470
County/ Health	0.0942
Library District	0.3696
Excelsior Springs School District	5.2762
City/ General Fund	0.6408
City/ Parks and Recreation	0.3608
City/ Hospital	0.1804
Total Residential Rate	7.3328
County Sur Tax	1.5900
Total Commercial Rate	8.9228
2020 Rates From County Clerk	

Downtown Residential Abatement Schedule	
Year First Abatement Activated	2021
Year Last Abatement Activated	2034

Downtown Commercial Abatement Schedule	
Year First Abatement Activated	2021
Year Last Abatement Activated	2034

Downtown Property Values (Before Improvements)	
Initial Appraised Value Land (2020)	8,400.00
Initial Appraised Value Improvements (2020)	63,900.00
From County Property Tax Record	
Initial Assessed Value Land	2,688.00
Initial Assessed Value Improvements	20,448.00

Redevelopment Assumptions	
Increased MV of Improvements in Residential	53,000.00
Increased AV of Improvements in Residential	10,070.00
Initial Years of Abatement	13
Post Rehab MV of Improvement in Residential	53,000.00
Increased MV of Improvements in Commercial	62,900.00
Increased AV of Improvements in Commercial	20,128.00
Initial Years of Abatement	13
Post Rehab MV of Improvements in Commercial	126,800.00
% of AV in Commercial to Total AV	32%

Annual Increase in Values	1.01
Actual value of Abatement	
Maximum value of Abatement	267,285.67
From Application for 353 Incentive	

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Commercial		Residential
Tax Rate		Tax Rate
0.0300		0.0300
0.1266		0.1266
0.1130		0.1130
0.0942		0.0942
0.0470		0.0470
0.0942		0.0942
0.3696		0.3696
5.2762		5.2762
0.6408		0.6408
0.3608		0.3608
0.1804		0.1804
7.3328		7.3328
1.5900		
8.9228		7.3328

2021
2034

2021
2034

8,400.00	
63,900.00	-
2,688.00	-
20,448.00	-

\$	53,000
	13
\$	53,000

\$	62,900
	13
	126,800

60,193.87

Market Value		Market Value		Market Value	
Commercial		Residential		Improvement Value	
Pre Value	Post Value	Pre Value	Post Value	Pre Value	Post Value
2021	63,900.00	2021	126,800.00	-	53,000.00
2022	64,539.00	2022	128,068.00	-	53,530.00
2023	65,184.39	2023	129,348.68	-	54,065.30
2024	65,836.23	2024	130,642.17	-	54,605.95
2025	66,494.60	2025	131,948.59	-	55,152.01
2026	67,159.54	2026	133,268.07	-	55,703.53
2027	67,831.14	2027	134,600.76	-	56,260.57
2028	68,509.45	2028	135,946.76	-	56,823.17
2029	69,194.54	2029	137,306.23	-	57,391.41
2030	69,886.49	2030	138,679.29	-	57,965.32
2031	70,585.35	2031	140,066.09	-	58,544.97
2032	71,291.21	2032	141,466.75	-	59,130.42
2033	72,004.12	2033	142,881.41	-	59,721.73
2034	72,724.16	2034	144,310.23	-	60,318.94
2035	73,451.40	2035	145,753.33	-	60,922.13
2036	74,185.92	2036	147,210.86	-	61,531.35
2037	74,927.78	2037	148,682.97	-	62,146.67
2038	75,677.05	2038	150,169.80	-	62,768.13
2039	76,433.82	2039	151,671.50	-	63,395.82
2040	77,198.16	2040	153,188.21	-	64,029.77
2041	77,970.14	2041	154,720.10	-	64,670.07
2042	78,749.84	2042	156,267.30	-	65,316.77
2043	79,537.34	2043	157,829.97	-	65,969.94
2044	80,332.72	2044	159,408.27	-	66,629.64
2045	81,136.04	2045	161,002.35	-	67,295.94

Assessed Value				Assessed Value				
Commercial	Improvement			Residential	Improvement			
	Pre Value	Post Value	Value		Pre Value	Post Value	Value	
	2021	20,448.00	40,576.00		20,128.00	2021	-	10,070.00
	2022	20,652.48	40,981.76		20,329.28	2022	-	10,170.70
	2023	20,859.00	41,391.58		20,532.57	2023	-	10,272.41
	2024	21,067.59	41,805.49		20,737.90	2024	-	10,375.13
	2025	21,278.27	42,223.55		20,945.28	2025	-	10,478.88
	2026	21,491.05	42,645.78		21,154.73	2026	-	10,583.67
	2027	21,705.96	43,072.24		21,366.28	2027	-	10,689.51
	2028	21,923.02	43,502.96		21,579.94	2028	-	10,796.40
2029	22,142.25	43,937.99	21,795.74	2029	-	10,904.37		
2030	22,363.68	44,377.37	22,013.70	2030	-	11,013.41		
2031	22,587.31	44,821.15	22,233.83	2031	-	11,123.54		
2032	22,813.19	45,269.36	22,456.17	2032	-	11,234.78		
2033	23,041.32	45,722.05	22,680.73	2033	-	11,347.13		
2034	23,271.73	46,179.27	22,907.54	2034	-	11,460.60		
2035	23,504.45	46,641.07	23,136.62	2035	-	11,575.21		
2036	23,739.49	47,107.48	23,367.98	2036	-	11,690.96		
2037	23,976.89	47,578.55	23,601.66	2037	-	11,807.87		
2038	24,216.66	48,054.34	23,837.68	2038	-	11,925.95		
2039	24,458.82	48,534.88	24,076.06	2039	-	12,045.21		
2040	24,703.41	49,020.23	24,316.82	2040	-	12,165.66		
2041	24,950.45	49,510.43	24,559.99	2041	-	12,287.31		
2042	25,199.95	50,005.54	24,805.58	2042	-	12,410.19		
2043	25,451.95	50,505.59	25,053.64	2043	-	12,534.29		
2044	25,706.47	51,010.65	25,304.18	2044	-	12,659.63		
2045	25,963.53	51,520.75	25,557.22	2045	-	12,786.23		

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway

Tax Impact Analysis

Taxes Paid If No Project

353 Year	Calendar Year	Appraised Value of Land	Appraised Value of Pre Improvements	Assessed Value of Land	Assessed Value of Improvements
1	2021	8,400	63,900	2,688	20,448
2	2022	8,484	64,539	2,715	20,652
3	2023	8,569	65,184	2,742	20,859
4	2024	8,655	65,836	2,769	21,068
5	2025	8,741	66,495	2,797	21,278
6	2026	8,828	67,160	2,825	21,491
7	2027	8,917	67,831	2,853	21,706
8	2028	9,006	68,509	2,882	21,923
9	2029	9,096	69,195	2,911	22,142
10	2030	9,187	69,886	2,940	22,364
11	2031	9,279	70,585	2,969	22,587
12	2032	9,372	71,291	2,999	22,813
13	2033	9,465	72,004	3,029	23,041
14	2034	9,560	72,724	3,059	23,272
15	2035	9,656	73,451	3,090	23,504
16	2036	9,752	74,186	3,121	23,739
17	2037	9,850	74,928	3,152	23,977
18	2038	9,948	75,677	3,183	24,217
19	2039	10,048	76,434	3,215	24,459
20	2040	10,148	77,198	3,247	24,703
21	2041	10,250	77,970	3,280	24,950
22	2042	10,352	78,750	3,313	25,200
23	2043	10,456	79,537	3,346	25,452
24	2044	10,560	80,333	3,379	25,706
25	2045	10,666	81,136	3,413	25,964

	State Levy	Clay County Services	County/H andicap	County/M ental Health	County/ Senior Citizens	County/H ealth	Library District	Excelsior Springs School District	City/General Fund
District Levy Rate	0.03	0.1266	0.113	0.0942	0.047	0.0942	0.3696	5.2762	0.6408
7		29	26	22	11	22	86	1,221	148
7		30	26	22	11	22	86	1,233	150
7		30	27	22	11	22	87	1,245	151
7		30	27	22	11	22	88	1,258	153
7		30	27	23	11	23	89	1,270	154
7		31	27	23	11	23	90	1,283	156
7		31	28	23	12	23	91	1,296	157
7		31	28	23	12	23	92	1,309	159
8		32	28	24	12	24	93	1,322	161
8		32	29	24	12	24	94	1,335	162
8		32	29	24	12	24	94	1,348	164
8		33	29	24	12	24	95	1,362	165
8		33	29	25	12	25	96	1,376	167
8		33	30	25	12	25	97	1,389	169
8		34	30	25	12	25	98	1,403	170
8		34	30	25	13	25	99	1,417	172
8		34	31	26	13	26	100	1,431	174
8		35	31	26	13	26	101	1,446	176
8		35	31	26	13	26	102	1,460	177
8		35	32	26	13	26	103	1,475	179
8		36	32	27	13	27	104	1,489	181
9		36	32	27	13	27	105	1,504	183
9		36	33	27	14	27	106	1,519	185
9		37	33	27	14	27	108	1,535	186
9		37	33	28	14	28	109	1,550	188
Total Taxes	196	827	738	616	307	616	2,415	34,482	4,188

Property Value increased by 1% annually

City/Parks and Recreation	City/Hospital	Total Residential Rate	County Sur Tax	Total Commercial Rate
0.3608	0.1804	7.3328	1.59	8.9228
83	42	1,697	368	2,064
84	42	1,713	372	2,085
85	43	1,731	375	2,106
86	43	1,748	379	2,127
87	43	1,765	383	2,148
88	44	1,783	387	2,170
89	44	1,801	390	2,191
89	45	1,819	394	2,213
90	45	1,837	398	2,235
91	46	1,855	402	2,258
92	46	1,874	406	2,280
93	47	1,893	410	2,303
94	47	1,912	415	2,326
95	48	1,931	419	2,349
96	48	1,950	423	2,373
97	48	1,970	427	2,397
98	49	1,989	431	2,421
99	49	2,009	436	2,445
100	50	2,029	440	2,469
101	50	2,050	444	2,494
102	51	2,070	449	2,519
103	51	2,091	453	2,544
104	52	2,112	458	2,570
105	52	2,133	462	2,595
106	53	2,154	467	2,621
2,358	1,179	47,922	10,391	58,314

Downtown Excelsior Springs 353 Redevelopment Plan-120 E. Broadway

Tax Impact Analysis

Taxes Paid with 353

353 Year	Calendar Year	Appraised Value of Land	Appraised Value of Post Improvements	Appraised Value of Initial Improvements	Appraised Value of New Taxable Improvements	Assessed Value of Land	AV of Post Improvement Value	District Levy Rate	State Levy	County Services	County/H andicap
1	2021	8,400	179,800	63,900	115,900	2,688	50,646	0.03	1	3	3
2	2022	8,484	181,598	64,539	117,059	2,715	51,152		1	3	3
3	2023	8,569	183,414	65,184	118,230	2,742	51,664		1	3	3
4	2024	8,655	185,248	65,836	119,412	2,769	52,181		1	4	3
5	2025	8,741	187,101	66,495	120,606	2,797	52,702		1	4	3
6	2026	8,828	188,972	67,160	121,812	2,825	53,229		1	4	3
7	2027	8,917	190,861	67,831	123,030	2,853	53,762		1	4	3
8	2028	9,006	192,770	68,509	124,260	2,882	54,299		1	4	3
9	2029	9,096	194,698	69,195	125,503	2,911	54,842		1	4	3
10	2030	9,187	196,645	69,886	126,758	2,940	55,391		1	4	3
11	2031	9,279	198,611	70,585	128,026	2,969	55,945		1	4	3
12	2032	9,372	200,597	71,291	129,306	2,999	56,504		1	4	3
13	2033	9,465	202,603	72,004	130,599	3,029	57,069		1	4	3
14	2034	9,560	204,629	72,724	131,905	3,059	57,640		18	77	69
15	2035	9,656	206,675	73,451	133,224	3,090	58,216		18	78	69
16	2036	9,752	208,742	74,186	134,556	3,121	58,798		19	78	70
17	2037	9,850	210,830	74,928	135,902	3,152	59,386		19	79	71
18	2038	9,948	212,938	75,677	137,261	3,183	59,980		19	80	71
19	2039	10,048	215,067	76,434	138,633	3,215	60,580		19	81	72
20	2040	10,148	217,218	77,198	140,020	3,247	61,186		19	82	73
21	2041	10,250	219,390	77,970	141,420	3,280	61,798		20	82	74
22	2042	10,352	221,584	78,750	142,834	3,313	62,416		20	83	74

Downtown Excelsior Springs 353 Redevelopment Plan-120 E. Broadway

Tax Impact Analysis

Taxes Paid with 353

23	2043	10,456	223,800	79,537	144,263	3,346	63,040	20	84	75
24	2044	10,560	226,038	80,333	145,705	3,379	63,670	20	85	76
25	2045	10,666	228,298	81,136	147,162	3,413	64,307	20	86	77
							Total			
							Taxes	242	1,022	912

County/Mental Health	County/ Senior Citizens	County/Health	Excelsior					City/Parks and Recreation			City/Hospital	Residential Rate	County Sur Tax	Total Commercial Rate
			0.047	0.0942	0.3696	School District	Library District	City/General Fund	Recreation					
0.0942	0.047	0.0942				5.2762	0.3696	0.6408	0.3608		0.1804	7.3328	1.59	8.9228
3	1	3	10	142	17	10	5	197	43	240				
3	1	3	10	143	17	10	5	199	43	242				
3	1	3	10	145	18	10	5	201	44	245				
3	1	3	10	146	18	10	5	203	44	247				
3	1	3	10	148	18	10	5	205	44	250				
3	1	3	10	149	18	10	5	207	45	252				
3	1	3	11	151	18	10	5	209	45	255				
3	1	3	11	152	18	10	5	211	46	257				
3	1	3	11	154	19	11	5	213	46	260				
3	1	3	11	155	19	11	5	216	47	262				
3	1	3	11	157	19	11	5	218	47	265				
3	1	3	11	158	19	11	5	220	48	268				
3	1	3	11	160	19	11	5	222	48	270				
57	29	57	224	3,203	389	219	110	4,451	783	5,234				
58	29	58	227	3,235	393	221	111	4,495	791	5,286				
58	29	58	229	3,267	397	223	112	4,540	799	5,339				
59	29	59	231	3,300	401	226	113	4,586	807	5,392				
60	30	60	233	3,333	405	228	114	4,632	815	5,446				
60	30	60	236	3,366	409	230	115	4,678	823	5,501				
61	30	61	238	3,400	413	232	116	4,725	831	5,556				
61	31	61	241	3,434	417	235	117	4,772	839	5,611				
62	31	62	243	3,468	421	237	119	4,820	848	5,667				

63	31	63	245	3,503	425	240	120	4,868	856	5,724
63	32	63	248	3,538	430	242	121	4,917	865	5,781
64	32	64	250	3,573	434	244	122	4,966	873	5,839
760	379	760	2,983	42,581	5,171	2,912	1,456	59,178	10,521	69,699

Downtown Excelsior Springs 353 Redevelopment Plan - 120 E. Broadway
Tax Impact Analysis
Taxes Paid without 353

353 Year	Calendar Year	Appraised Value of Land	Appraised Value of Post Improvements	Appraised Value of Initial Improvements	Appraised Value of New Taxable Improvements	Assessed Value of Land	AV of Post Improvement Value
1	2021	8,400	179,800	63,900	115,900	2,688	50,646
2	2022	8,484	181,598	64,539	117,059	2,715	51,152
3	2023	8,569	183,414	65,184	118,230	2,742	51,664
4	2024	8,655	185,248	65,836	119,412	2,769	52,181
5	2025	8,741	187,101	66,495	120,606	2,797	52,702
6	2026	8,828	188,972	67,160	121,812	2,825	53,229
7	2027	8,917	190,861	67,831	123,030	2,853	53,762
8	2028	9,006	192,770	68,509	124,260	2,882	54,299
9	2029	9,096	194,698	69,195	125,503	2,911	54,842
10	2030	9,187	196,645	69,886	126,758	2,940	55,391
11	2031	9,279	198,611	70,585	128,026	2,969	55,945
12	2032	9,372	200,597	71,291	129,306	2,999	56,504
13	2033	9,465	202,603	72,004	130,599	3,029	57,069
14	2034	9,560	204,629	72,724	131,905	3,059	57,640
15	2035	9,656	206,675	73,451	133,224	3,090	58,216
16	2036	9,752	208,742	74,186	134,556	3,121	58,798
17	2037	9,850	210,830	74,928	135,902	3,152	59,386
18	2038	9,948	212,938	75,677	137,261	3,183	59,980
19	2039	10,048	215,067	76,434	138,633	3,215	60,580
20	2040	10,148	217,218	77,198	140,020	3,247	61,186
21	2041	10,250	219,390	77,970	141,420	3,280	61,798
22	2042	10,352	221,584	78,750	142,834	3,313	62,416
23	2043	10,456	223,800	79,537	144,263	3,346	63,040
24	2044	10,560	226,038	80,333	145,705	3,379	63,670
25	2045	10,666	228,298	81,136	147,162	3,413	64,307

	State Levy	Clay County Services	County/H andicap	County/M ental Health	County/ Senior Citizens	County/H ealth	Library District	Excelsior Springs School District	City/General Fund
District Levy Rate	0.03	0.1266	0.113	0.0942	0.047	0.0942	0.3696	5.2762	0.6408
16		68	60	50	25	50	197	2,814	342
16		68	61	51	25	51	199	2,842	345
16		69	61	51	26	51	201	2,871	349
16		70	62	52	26	52	203	2,899	352
17		70	63	52	26	52	205	2,928	356
17		71	63	53	26	53	207	2,958	359
17		72	64	53	27	53	209	2,987	363
17		72	65	54	27	54	211	3,017	366
17		73	65	54	27	54	213	3,047	370
17		74	66	55	27	55	216	3,078	374
18		75	67	55	28	55	218	3,108	378
18		75	67	56	28	56	220	3,140	381
18		76	68	57	28	57	222	3,171	385
18		77	69	57	29	57	224	3,203	389
18		78	69	58	29	58	227	3,235	393
19		78	70	58	29	58	229	3,267	397
19		79	71	59	29	59	231	3,300	401
19		80	71	60	30	60	233	3,333	405
19		81	72	60	30	60	236	3,366	409
19		82	73	61	30	61	238	3,400	413
20		82	74	61	31	61	241	3,434	417
20		83	74	62	31	62	243	3,468	421
20		84	75	63	31	63	245	3,503	425
20		85	76	63	32	63	248	3,538	430
20		86	77	64	32	64	250	3,573	434
Total Taxes	452	1,907	1,702	1,419	708	1,419	5,568	79,482	9,653

City/Parks and Recreation	City/Hospital	Total Residential Rate	County Sur Tax	Total Commercial Rate
0.3608	0.1804	7.3328	1.59	8.9228
192	96	3,911	688	4,599
194	97	3,950	695	4,645
196	98	3,989	702	4,691
198	99	4,029	709	4,738
200	100	4,070	716	4,786
202	101	4,110	723	4,833
204	102	4,151	730	4,882
206	103	4,193	738	4,931
208	104	4,235	745	4,980
210	105	4,277	752	5,030
213	106	4,320	760	5,080
215	107	4,363	767	5,131
217	108	4,407	775	5,182
219	110	4,451	783	5,234
221	111	4,495	791	5,286
223	112	4,540	799	5,339
226	113	4,586	807	5,392
228	114	4,632	815	5,446
230	115	4,678	823	5,501
232	116	4,725	831	5,556
235	117	4,772	839	5,611
237	119	4,820	848	5,667
240	120	4,868	856	5,724
242	121	4,917	865	5,781
244	122	4,966	873	5,839
5,435	2,718	110,463	19,430	129,893



**Community Development
Council Meeting 4/19/2021**

To: Mayor and City Council
From: Melinda Mehaffy, Economic Development Director
Date: 4/8/2021
RE: Consideration of Contract with Strata Architecture and Preservation for the Save America's Treasures Project - Ordinance No. 21-04-05

Mayor and Members of the Council,

The City of Excelsior Springs was awarded a Save America's Treasures grant in August 2020. Staff prepared and let an RFQ for consultation services that include specialized architectural and engineering design services for the Hall of Waters targeted improvements which include the doors, tower, exterior north and west facing fronts, repairs to structural issues and additional improvements.

Three bids were received from Piper-Wind Architects, Inc., Strata Architecture and Preservation and TreanorHL. After reviewing the three architectural firms and determining any of the firms are qualified to do this work, the City selected Strata Architectures and Preservation. The firm personnel has worked for the past 15+ years on the Hall of Waters and the principal of Strata worked at Susan Richards Johnson and Associates when the August 2014 Hall of Waters Assessment and Feasibility Study was completed. Principal Angie Gaebler, Strata, has significant knowledge and understanding of the building infrastructure and history.

City staff is prepared to move forward with the contract approval with Strata and has received approval from the National Park Service to move forward with this project.

Staff will schedule meetings with Strata to determine timeline over the next two weeks if this contact is approved.

Melinda Mehaffy, Economic Development Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Cover Memo	4/9/2021
Agreement - Exhibit A	Cover Memo	4/9/2021

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY OF EXCELSIOR SPRINGS TO ENTER
INTO AN AGREEMENT WITH STRATA FOR SPECIALIZED HISTORIC
PRESERVATION ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR
HALL OF WATERS TARGETED EXTERIOR & INTERIOR REHABILITATION**

WHEREAS, the City of Excelsior Springs, Missouri (“City”) has been awarded a Save America’s Treasures from the National Park Service through the Historic Preservation Fund and Save America’s Treasures; and

WHEREAS, the City selected Strata (“Contractor”) as the most qualified firm for provision of the Services, and has received a proposal and engaged in negotiations with the Contractor for provision of the Services; and

WHEREAS, the City and Contractor have reached an agreement concerning the provision of and payment for such Services.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City of Excelsior Springs shall enter into an agreement whereby Contractor shall provide the Services to the City as outlined beginning April 20, 2021 at the rates set forth in the Agreement attached hereto as Exhibit A (the “Agreement”).

Section 2. The execution and delivery of the Agreement, in substantially the form attached hereto as Exhibit A, and the payment of funds to Contractor as provided in the Agreement and this Ordinance is approved, and the City Manager is authorized to execute the Agreement and to take such other actions reasonably necessary to carry out the intent of this Ordinance on behalf of the City, the execution of the Agreement being conclusive evidence of such approval.

Section 3. The City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved on the _____ day
of _____, 2021.

Sharon Powell, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

STRATA

ARCHITECTURE + PRESERVATION

April 9, 2021

Melinda Mehaffy, Economic Development Director
City of Excelsior Springs
201 E. Broadway Ave
Excelsior Springs, MO 64024

RE: Hall of Waters Targeted Exterior and Interior Rehabilitation
Owner/Strata Letter of Agreement

Dear Melinda:

Thank you for the opportunity to provide our services for the Hall of Waters Targeted Exterior and Interior Rehabilitation project (Project). This letter shall act as our agreement between STRATA Architecture Inc., and the City of Excelsior Springs (Owner or City) for design services in conjunction with the Project.

The specific description and schedule of services provided by STRATA are defined in the Attachment A, "Scope of Work and Compensation" and made a part of this Agreement.

The general terms and conditions of this agreement are defined in Attachment B, "General Conditions to Letter of Agreement", and made a part of this Agreement.

If you are in agreement with the terms and conditions above, please sign below and initial each Attachment. Upon my receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter after which, STRATA reserves the right to review and/or renegotiate them with the Owner.

We look forward to working with you on this project!! Please call me if you have any questions about this contract.

With best regards,



Angie Gaebler
President

Attachments

ACCEPTED BY OWNER:

Signature

Title

Date

BUILDING STORIED SPACES

ATTACHMENT A

Hall of Waters Targeted Exterior and Interior Rehabilitation

SCOPE OF SERVICES and COMPENSATION

UNDERSTANDING OF PROJECT

This project represents the architectural and structural engineering related to the design and project oversight for the targeted repairs to the historic Hall of Waters building. All proposed work should meet the Secretary of the Interior's Standards for the Treatment of Historic Properties, specifically for Rehabilitation. The targeted work was identified in the 2014 Assessment and Feasibility Study, and the available funding for this project will address the scopes of work, in order of priority, as: Tower; Repairs to the Concrete Slab under the Hall of Springs; Exterior building repairs for the North and West Elevations (masonry, sealants, flashing, and lintels); Entrance system repairs (north and west entrances); and the Repair of doors at the Hall of Springs Terrace.

Design Team

Our Design Team includes the following consultants:

- STRATA Architecture Inc. – Historical Architect of Record
- Structural Engineering Associates, Inc. (SEA) – Structural Engineer
- Construction Management Resources (CMR) – Cost Estimating

TASKS

Pre-Design – 5% of Fee

Production of As-Built Drawings –

Our Design Team will provide updated base files in AutoCAD format for the Design Team to use for the production of the Construction Documents. This will include on-site field verification, photography, and production of the drawings. Drawings will include drafted plans and photographic elevations and details of the exterior of the building.

Project Kick-off Meeting –

Our Design Team will meet with the Owner to review the scope of the project, including prioritization of the intended targeted scope of work, SAT Grant requirements and timeline, and proposed schedule for the design work. We will also review the requirements for bidding and construction.

Deliverables –

Electronic base files in PDF format only.

Existing Conditions Assessment –15% of Fee

Field Assessment –

Our Design Team will be on-site to provide assessment of the targeted areas as part of this scope of work. Our assessment will be limited to these areas only. If other life-safety issues are found, the Owner will be notified. Assessment work will be for the areas that our Design Team can access. There may be areas that are not able to be accessed and our Design Team will need to make assumptions for the conditions in these areas to provide biddable design documents. The Owner may need to provide lifts or scaffolding at no cost to the Design Team for access to specific areas, such as the underside of the Hall of Springs concrete slab. The Design Team will need full building access for this assessment work. No destructive testing is included in this assessment work.

Meeting -

The Design Team will meet with the City upon completion of the assessment to review the preliminary findings before proceeding with the Construction Documents.

Deliverables –

No deliverables

95% Construction Documents – 50% of Fee

Production -

The Design Team will provide documentation of deficiencies and recommended repairs for the targeted scope of work associated with this project. The work will include plans, elevations, and details for these specific targeted areas in order for them to be bid individually if desired. The scope of work does not include review of the overall building life safety or code compliance or overall structural assessment.

Specific scopes of the targeted work may be cost estimated at the completion of this phase of work, in order to understand potential bid costs.

Meeting –

The Design Team has included one review meeting with the City to review the 95% Construction Documents prior to finalizing the documents for bidding.

Deliverables –

Electronic-format PDFs of the 95% Construction Drawings and Specifications will be provided. No sets will be printed as part of these fees. If desired, these can be provided as additional cost.

Final Bid Construction Documents – 5% of Fee

Production –

The Design Team will incorporate any comments from the City's 95% Draft review into the final Bid Construction Documents. These documents will include the required drawings and specifications for public bid of the project. The City will provide the front-end specifications and incorporate these into the documents provided by the Design Team. The City will advertise the project, as required by the Grant, as well as the dispersal of the documents for public bidding.

Deliverables –

The Design Team will provide a stamped set of PDF documents, including the drawings and project manual/specifications to the City. The City is responsible for the permit review and establishing special inspections and all related costs if required. Our Design Team will also provide Qualifications forms for the General Contractor and Masonry Contractor for this project to ensure there are only experienced bidders for these scopes of work. The City can determine if they want this to be a Pre-Qualification (prior to bidding) or as part of the bid submittal.

Bidding and Negotiation – 2% of Fee

The Design Team is available for one on-site Pre-Bid Meeting to review the scope of the work with the potential bidders. It is recommended that the City make this Pre-Bid Meeting mandatory for general contractors and masonry contractors. The Design Team will be available to answer questions or provide clarifications of the Construction Documents during the bidding process, as well as assist the City in the review of the submitted bids.

Construction Administration – 23% of Fee

The Design Team will be available for Construction Administration throughout the construction of the project. Services will assist the City by answering General Contractor questions, attending scheduled on-site meetings, responding to RFIs, reviewing submittals and shop drawings, reviewing potential Contract Changes, reviewing Pay Applications. The Design Team will not review payroll or for compliance with any other required City contracting participation requirements. The Design Team has included 6 total site visits in this fee during construction and is available for one pre-final punch list and one final punch list site visit. Additional site visits will be approved by the Owner ahead of the site visit at our hourly rates, plus mileage.

The General Contractor will be responsible for providing a red-lined set of drawings showing all as-built conditions or variations from the original Construction Documents to the City upon completion of the project.

SCHEDULE

The Design Team is prepared to begin the first week of May 2021. The final schedule for deliverables, review periods, bidding, and construction will be determined at the first project kick-off meeting, as required by the SAT Grant milestones.

FIXED FEE

The Fee for the project scope for architectural and engineering design services is **\$90,000.00** and is payable per the percentages identified in the sections above.

This fee includes all reimbursable expenses, incorporates a fixed number of on-site meetings and site visits outlined above (including mileage and per diem). No printing or delivery costs are included in these fees. It is assumed that all deliverables will be electronic PDF files and a shared online file system will be used for delivery. The delivery methods will be discussed at the kick-off meeting and may include OneDrive or Dropbox. No materials testing or any other costs are included in the fee.

Costs and labor for providing access by ladders, lifts, or scaffolding or any other required methods for assessment work, if required, will be by the Owner in addition to this contract.

We have not included the services of civil, mechanical, electrical, or plumbing engineering at this time. If it is deemed necessary for any of these design services to be employed for this project, these costs will be in addition to the proposed fixed contract fee.

Inspection or identification of hazardous materials is also not included. If the need for hazardous materials inspection or testing arises during design or construction, this service will be required to be contracted separately, outside of this contract, by the City. It is assumed that all grant correspondence and management will be done by the City. Our Design Team will support the City with any required review submittals and to meet the required grant milestones.

END OF SECTION

ATTACHMENT B

Hall of Waters Targeted Exterior and Interior Rehabilitation

GENERAL CONDITIONS TO LETTER AGREEMENT

1. **PAYMENTS** are payable to STRATA within thirty (30) days from the date of invoice. Invoices are sent out every month and the client will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate. An interest charge of 2% over the prevailing Bank of America prime interest rate or an interest rate in accordance with the statutes of the state where the project is located, whichever is greater, shall accrue on any unpaid balance not received thirty (30) days following receipt of an invoice, unless otherwise arranged, due to SAT Grand Funding disbursement issues.
2. **REIMBURSABLE EXPENSES.** As outlined in Attachment B, only limited reimbursable expenses are included in the fixed fee. Items not included in the fees, must first be approved by the Owner in writing, and will be charge in addition to the fixed fee.
3. **NO DEDUCTION** shall be made from STRATA's compensation on account of claims of negligent errors or omissions in performance of professional services by STRATA, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.
4. **LEGAL COSTS.** The Owner shall reimburse STRATA for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
5. **OWNER'S RESPONSIBILITIES.** The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide STRATA with all existing information relating to the Project which STRATA may request, including but not limited to, reports, studies, previous surveys, soils investigations, and program data. If geotechnical engineering services are required for the Project, Owner will engage the geotechnical engineer and provide reports to STRATA and STRATA shall be entitled to rely on such geotechnical engineering reports. If the Owner becomes aware of any fault or defect in the Project or STRATA's services, shall promptly notify STRATA. The Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.
6. **STANDARD OF CARE.** STRATA's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing design professionals performing similar services under the same or similar circumstances and conditions. STRATA makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder."
7. **SPECIAL CONSULTANTS** or Subconsultants are those who provide services other than those provided by customary consultants as defined in AIA Documents B141, Standard Form of Agreement Between Owner and STRATA. If it is requested that STRATA retain any Special Consultants or Subcontractors on the Owner's behalf, their charges will also be subject to a 10% markup. Invoicing and payment shall be the same as in Item 1 above.
7. **SEPARATE CONSULTANTS.** If a firm or firms are separately engaged by the Owner to work under the general direction of STRATA, STRATA shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.
8. **CONSTRUCTION COST ESTIMATES.** As STRATA has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of STRATA's experience and judgment as a design professional; but it cannot and does not warrant or guarantee

that contractor's proposals, bids or costs will not vary from its estimates. If a Contractor or Construction Manager is providing construction cost estimates or cost control services for the Owner, STRATA shall be entitled to rely on the information provided, and assume the accuracy of the information provided.

9. STRATA'S ROLE DURING CONSTRUCTION. If this Agreement provides for any construction phase services by STRATA, it is understood that the contractor, not STRATA, is responsible for construction of the Project, and that STRATA is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier, for safety programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the contractor.

10. PHOTOGRAPHY. STRATA shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Owner, would seriously compromise Owner's business interests. The costs incurred for photography commissioned by STRATA shall be paid by STRATA except in the event Owner requests copies for its own use. Owner shall then share in a mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, Owner grants STRATA the unlimited right to publish photographs of the Project as described above.

11. ADA. With respect to the Americans with Disabilities Act ("ADA"), Owner acknowledges that the ADA is not a detailed building code and that its requirements are general in nature and open to differing interpretations. STRATA will use its reasonable professional efforts to interpret applicable ADA requirements and to advise Owner in this regard. However, STRATA cannot warrant or represent that services provided under this Agreement will result in full project compliance with the ADA or all interpretations of ADA requirements by regulatory bodies or court decisions. In addition, if Owner requires that the construction of the project deviate from STRATA's reasonable judgment and understanding of the provisions of the ADA, Owner shall defend, indemnify and hold STRATA harmless from any claim based upon such deviation. ADA compliance review of the building is not included in this contract.

13. OWNERSHIP AND USE OF DOCUMENTS. Drawings, Schedules and Specifications as instruments of services are and shall remain the sole and exclusive property of STRATA whether the Project for which they are prepared is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings, Schedules and Specifications for information and reference in connection with the Owner's use and occupancy of the Project; provided, however, that STRATA shall retain any and all copyright privileges in and to such Drawings, Schedules and Specifications. The Drawings, Schedules and Specifications shall not be used by the Owner on other projects, for additions to this Project, or (provided STRATA is not in default under this Agreement) for completion of this Project by others, or published in any manner whatsoever, except by prior agreement of STRATA in writing and with appropriate compensation to STRATA.

14. HAZARDOUS MATERIALS. No services will be provided with regard to the detection, removal, disposal or storage of asbestos, and other hazardous materials. The Owner shall be responsible for the detection, removal and disposal of all hazardous materials, toxic wastes, asbestos, and pollutants at the Project site in accordance with applicable law. The Owner shall defend, indemnify, and hold STRATA and STRATA's principals, employees, agents, and consultants harmless from and against any and all injuries, losses, liabilities, damages or claims of any nature whatsoever relating to asbestos in the Project including, without limitation, the costs, expenses and attorneys' fees which STRATA, STRATA's principals, employees, agents, or consultants may at any time sustain or incur by reason of any of the foregoing. Accordingly, the Owner hereby agrees to bring no claim for negligence, breach of contract, indemnity, or otherwise against STRATA, or STRATA's principals, employees, agents, or consultants relating to hazardous materials in the Project.

15. MOLD. Owner acknowledges that mold is a naturally occurring phenomenon that can be attributed to many causes, including but not limited to building design, construction, maintenance or

operation. Owner also acknowledges that traditional insurance coverage may not be available to the construction industry to defend and indemnify mold-related claims and costs. Therefore, in consideration of STRATA's performance of this agreement, Owner waives any claims against STRATA, whether in contract or tort, for special, indirect or consequential damages, or for defense or indemnity, that arise from mold-related damages, STRATA's obligation for its negligence or breach of contract limited solely to re-design, as necessary, to remedy a design error which is determined to be the sole cause of mold contamination. Owner acknowledges that moisture and mold prevention requires appropriate design, construction techniques, and building operation and maintenance. Owner assumes responsibility for maintenance of the building and for monitoring for leaks, humidity and other moist conditions after occupancy.

16. INSURANCE. STRATA will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, STRATA will furnish the Owner with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which STRATA may be legally liable. STRATA shall maintain the following maximum amounts of insurance during the term of this Agreement: Workmen's Compensation, Statutory; Employer's Liability, \$100,000; Commercial General Liability (CSL) \$1,000,000; Automobile Liability (CSL) \$1,000,000; Professional Liability, \$1,000,000; Umbrella Liability, \$2,000,000.

17. DESIGN CONTINGENCY. STRATA makes no warranty, express or implied, that its design is free of errors. Owner and STRATA agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by STRATA. Therefore, Owner agrees to set aside a reserve in the amount of fifteen percent (15%) of the estimated cost as a contingency to be used, as needed, to pay for any such increased costs and changes. Owner agrees to make no claim against STRATA or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then STRATA shall be responsible for costs incurred by Owner above that sum but only to the extent caused by STRATA's negligent acts, errors or omissions. Cost increases as a result of Owner requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall STRATA be responsible for direct costs that Owner would have incurred in the construction contract but for the STRATA's error or omission.

18. LIMITATION OF LIABILITY. To the extent that claims against the STRATA exceed the contingency set out in Paragraph 14.2, then to fullest extent permitted by law, owner agrees to limit the total liability, in the aggregate, of STRATA and STRATA's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Owner, anyone claiming by, through or under owner, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to STRATA's services, the Project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of STRATA or STRATA's officers, directors, employees, agents or independent professional associates or consultants, or any of them. Such liability shall not exceed the total compensation actually received by STRATA under this agreement.

19. SUSPENSION OF WORK. If any invoice is outstanding for more than thirty (30) days from the date due, STRATA shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by STRATA under this Agreement is contingent upon payment of fees by the Owner.

20. TERMINATION OF AGREEMENT. This Agreement may be terminated by STRATA upon seven days written notice should the Owner fail substantially to perform in accordance with its terms through no fault of STRATA. This Agreement may be terminated by the Owner upon seven days written notice to STRATA should STRATA fail substantially to perform in accordance with its terms through no fault of the Owner. In the event of termination, STRATA shall be compensated for all services performed to termination date, together with Reimbursable Expenses.

21. DISPUTE RESOLUTION/ARBITRATION. Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration.

Provided they do not exceed a cumulative total of \$75,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not resolved as the result of the non-binding mediation process, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration, arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by STRATA, the Engineer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance within applicable law in any court having jurisdiction.

22. MISCELLANEOUS. Neither party may assign its interest in this Agreement to any other person without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties, and shall be governed by the laws of the State where STRATA is performing the work for this contract.

END OF SECTION



City Council Meetings
Council Meeting 4/19/2021

To: Mayor and City Council
From: Vonda Floyd, Finance Director
Date: 4/14/2021
RE: Appropriations - Ordinance No. 21-04-06

The Expenditure Approval Lists prepared April 7 and April 14, 2021 are attached for your review and consideration. Please give me a call if you have questions prior to the April 19, 2021 meeting.

Appropriations (04-07-21)	\$	86,647.13
Appropriations (04-14-21)	\$	54,998.72
Payroll (04-15-21)	\$	298,557.46
Total	\$	440,203.31

I respectfully request appropriations be approved in the amount of \$ 440,203.31.

Respectfully submitted,

Vonda Floyd, Finance Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	4/12/2021
4-7-21 Appropriations	Backup Material	4/12/2021
4-14-21 Appropriations	Backup Material	4/15/2021
Coding List	Backup Material	4/12/2021

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 _____ 2021.

Sharon Powell, 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 04/07/2021,15:07:26
 PROGRAM: GM339L
 CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST
 AS OF: 04/16/2021 PAYMENT DATE: 04/08/2021

PAGE 1

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000040 03312021	00 002370 002371	AG-POWER, INC.	00 04/01/2021 00 04/01/2021	510-1001-433.43-11 520-1001-432.43-11	PARTS/LABOR PARTS/LABOR	1,969.15 1,969.15	
VENDOR TOTAL *						3,938.30	
0000791	00	AMEREN UE					
	002392		00 04/02/2021	101-1602-416.41-01	ELECTRIC SERVICE	141.55	
	002386		00 04/02/2021	101-2103-421.41-01	ELECTRIC SERVICE	96.06	
	002388		00 04/02/2021	101-3101-431.41-01	ELECTRIC SERVICE	236.49	
	002440		00 04/07/2021	101-3101-431.41-01	ELECTRIC SERVICE	41.86	
	002387		00 04/02/2021	210-1001-451.41-01	ELECTRIC SERVICE	293.43	
	002389		00 04/02/2021	250-1001-439.41-01	ELECTRIC SERVICE	25.55	
	002391		00 04/02/2021	510-1001-433.41-01	ELECTRIC SERVICE	2,158.24	
	002390		00 04/02/2021	540-1001-454.41-01	ELECTRIC SERVICE	138.63	
	002385		00 04/02/2021	610-1001-456.41-01	ELECTRIC SERVICE	17.81	
VENDOR TOTAL *						3,149.62	
0001269 21-1592	00 002440	APEX ENGINEERS, INC.	00 04/07/2021	720-0000-209.05-00	ENGINEERING/SALT BARN	2,000.00	
VENDOR TOTAL *						2,000.00	
0002735 P38299911 P38299627	00 002440 002440	BATTERIES PLUS	00 04/07/2021 00 04/07/2021	510-1001-433.43-11 510-1001-433.43-11	BATTERIES BATTERIES	100.79 99.90	
VENDOR TOTAL *						200.69	
0002795 84005062 84006739	00 002439 002439	BOUND TREE MEDICAL, LLC	00 04/07/2021 00 04/07/2021	101-2202-422.61-02 101-2202-422.61-02	EMS SUPPLIES EMS SUPPLIES	926.80 914.70	
VENDOR TOTAL *						1,841.50	
0002172	00	BRAD HOFFMAN					
	002439		00 04/07/2021	101-2202-422.33-05	MEDICAL DIRECTOR	600.00	
VENDOR TOTAL *						600.00	
0000541 14583533-00 14583497-00	00 002396 002396	CARTER-WATERS CORP.	00 04/05/2021 00 04/05/2021	210-1001-451.73-00 210-1001-451.73-00	GEOTEX GEOTEX	566.36 427.55	
VENDOR TOTAL *						993.91	
0000306 MARCH 21	00 002372	CITY OF EXCELSIOR	00 04/01/2021	101-0000-101.03-07	DWI RECOUPMENT	1,000.00	
VENDOR TOTAL *						1,000.00	
0003130 39694	00 002438	COMMERCIAL AQUATIC SERVICES	00 04/06/2021	281-1005-457.61-15	SPA REPAIR	1,619.36	
VENDOR TOTAL *						1,619.36	
0003082 26750	00 002396	CYCLONE, INC.	00 04/05/2021	210-1001-451.44-04	PORTA POTTY	288.72	

PREPARED 04/07/2021,15:07:26
 PROGRAM: GM339L
 CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST
 AS OF: 04/16/2021 PAYMENT DATE: 04/08/2021

PAGE 2

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003082	00	CYCLONE, INC.					
					VENDOR TOTAL *	288.72	
0002959	00	DATA PROSE, LLC					
DP2101160	002397	00 04/05/2021	510-1001-433.55-00	UTILITY BILLING/POSTAGE	291.24		
	002400	00 04/05/2021	510-1001-433.60-03	UTILITY BILLING/POSTAGE	640.42		
	002398	00 04/05/2021	520-1001-432.55-00	UTILITY BILLING/POSTAGE	388.28		
	002401	00 04/05/2021	520-1001-432.60-03	UTILITY BILLING/POSTAGE	853.82		
	002399	00 04/05/2021	550-1001-434.55-00	UTILITY BILLING/POSTAGE	111.62		
	002402	00 04/05/2021	550-1001-434.60-03	UTILITY BILLING/POSTAGE	245.45		
					VENDOR TOTAL *	2,530.83	
0000848	00	DEPARTMENT OF REVENUE					
MARCH 21	002373	00 04/01/2021	101-0000-202.05-00	TRAINING COMMISSION FUND	156.00		
					VENDOR TOTAL *	156.00	
0003131	00	EDWARDS CHEMICALS, INC.					
IN65747	002403	00 04/05/2021	281-1005-457.61-06	POOL CHEMICALS	1,000.35		
					VENDOR TOTAL *	1,000.35	
0003127	00	ENVIRO-MASTER OF KANSAS CITY					
KSC9618	002440	00 04/07/2021	101-2101-421.43-12	SANITIZATION	60.00		
					VENDOR TOTAL *	60.00	
0000384	00	EXCELSIOR ANIMAL CLINIC, INC.					
	002440	00 04/07/2021	101-2103-421.61-28	VET CHARGES	1,728.40		
					VENDOR TOTAL *	1,728.40	
0002856	00	FOLEY INDUSTRIES					
SS710031563	002440	00 04/07/2021	510-1001-433.43-21	PARTS/LABOR	595.73		
SS710031592	002440	00 04/07/2021	520-1001-432.43-22	ANNUAL INSPECTION	1,028.69		
SS710031586	002440	00 04/07/2021	520-1001-432.43-22	PARTS/LABOR	638.82		
					VENDOR TOTAL *	2,263.24	
0002109	00	GEIGER READY-MIX CO INC					
1007134	002440	00 04/07/2021	230-1001-431.45-04	CONCRETE	807.13		
					VENDOR TOTAL *	807.13	
0000130	00	GUTH LABORATORIES					
2164687-IN	002440	00 04/07/2021	101-2101-421.43-11	BREATHALYZER SOLUTION	62.04		
					VENDOR TOTAL *	62.04	
0001116	00	HACH COMPANY					
12390515	002440	00 04/07/2021	510-1001-433.61-04	LAB SUPPLIES	770.00		
					VENDOR TOTAL *	770.00	
0003208	00	HASTY AWARDS					
03211961	002403	00 04/05/2021	210-1001-451.61-15	SOCCER MEDALS	284.26		
					VENDOR TOTAL *	284.26	
0000891	00	HELGET GAS PRODUCTS					

PREPARED 04/07/2021,15:07:26
 PROGRAM: GM339L
 CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST
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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
0000891	00	HELGET GAS PRODUCTS						
02248277	002439		00	04/07/2021	101-2202-422.61-02	OXYGEN	40.06	
01705701	002439		00	04/07/2021	101-2202-422.43-11	CYLINDER RENTAL	56.24	
						VENDOR TOTAL *	96.30	
0002822	00	HERITAGE CRYSTAL CLEAN, LLC						
16729307	002439		00	04/07/2021	101-2201-422.43-12	ANNUAL PUMP	1,398.37	
16729277	002441		00	04/07/2021	520-1001-432.43-12	DRAIN CLEANING	953.92	
						VENDOR TOTAL *	2,352.29	
0002173	00	JCI						
8210832	002441		00	04/07/2021	510-1001-433.43-21	LABOR	498.42	
8210603	002393		00	04/02/2021	520-1001-432.43-22	BELTS/LABOR	650.00	
8210603-1	002393		00	04/02/2021	520-1001-432.43-22	LABOR	600.10	
8210982	002441		00	04/07/2021	520-1001-432.43-22	PARTS/LABOR	2,952.57	
						VENDOR TOTAL *	4,701.09	
0000336	00	JEFF BOYLE/CODE CONSULTANT SERVICE						
266	002403		00	04/05/2021	101-1802-418.33-03	3RD PARTY REVIEW	862.50	
						VENDOR TOTAL *	862.50	
0000226	00	JOHN DEERE CREDIT						
2477723	002441		00	04/07/2021	510-1001-433.44-04	LEASE PAYMENT	1,149.16	
	002441		00	04/07/2021	520-1001-432.44-04	LEASE PAYMENT	1,149.17	
	002441		00	04/07/2021	720-0000-209.05-00	LEASE PAYMENT	1,149.17	
						VENDOR TOTAL *	3,447.50	
0001740	00	KANSAS CITY FREIGHTLINER SALES INC.						
1974740	002439		00	04/07/2021	101-2201-422.43-10	HOSE	32.53	
						VENDOR TOTAL *	32.53	
0000120	00	KEYSTONE LABORATORIES, INC.						
1E02427	002441		00	04/07/2021	510-1001-433.34-01	ROUTINE ANALYSIS	260.00	
1E02362	002441		00	04/07/2021	520-1001-432.34-01	ROUTINE ANALYSIS	60.00	
1E02406	002441		00	04/07/2021	520-1001-432.34-01	LAB TESTING	222.20	
						VENDOR TOTAL *	542.20	
0001269	00	LAURA MIZE						
	002374		00	04/01/2021	101-1802-418.69-02	REIMBURSEMENT/RECORDINGS	31.50	
						VENDOR TOTAL *	31.50	
0003252	00	MATTHEW L. KEETON						
	002395		00	04/05/2021	610-1001-456.33-08	CEMETERY LOT SALES	1,510.00	
						VENDOR TOTAL *	1,510.00	
0003177	00	MCCLURE ENGINEERING CO						
133231	002441		00	04/07/2021	101-3101-431.33-03	REVIEW FEE	525.00	
						VENDOR TOTAL *	525.00	
0002199	00	MEDIACOM						

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0002199	00	MEDIACOM 002375	00 04/01/2021	101-1502-415.53-03	INTERNET ACCESS	236.90	
					VENDOR TOTAL *	236.90	
0000617 1541979	00	MISSISSIPPI LIME 002441	00 04/07/2021	510-1001-433.61-06	LIME	5,473.07	
					VENDOR TOTAL *	5,473.07	
0002327 1030165	00	MISSOURI ONE CALL SYSTEM, INC. 002393	00 04/02/2021	510-1001-433.61-30	LOCATES	168.75	
		002393	00 04/02/2021	520-1001-432.61-30	LOCATES	168.75	
					VENDOR TOTAL *	337.50	
0000506 MARCH 21	00	MO DEPT OF REVENUE 002376	00 04/01/2021	101-0000-202.03-00	CVCF FOR MARCH	1,112.28	
					VENDOR TOTAL *	1,112.28	
0001269	00	MO. SHERIFFS' ASSOCIATION & 002384	00 04/01/2021	101-2101-421.67-03	APPLICATION FEE	CHECK #: 100033	275.00
					VENDOR TOTAL *	.00	275.00
0001269 ES032921-R	00	NORTH KANSAS CITY POLICE DEPARTMENT 002441	00 04/07/2021	101-2101-421.67-03	RANGE RENTAL	50.00	
					VENDOR TOTAL *	50.00	
0000434 SVC/842026	00	OVERHEAD DOOR CO OF KC 002441	00 04/07/2021	101-2101-421.43-12	DOOR REPAIRS	878.00	
					VENDOR TOTAL *	878.00	
0000232 000009573 000009573	00	PIGG, TOBY G UT	00 04/02/2021	510-0000-115.20-01	UB DEPOSIT REFUNDS/INTERE	100.00	
		UT	00 04/02/2021	510-0000-115.20-01	UB DEPOSIT REFUNDS/INTERE	25.00	
					VENDOR TOTAL *	125.00	
0001036 65510 65509	00	PITTMAN PRINTING INC. 002441	00 04/07/2021	101-2101-421.55-00	LETTERHEAD	269.51	
		002441	00 04/07/2021	101-2101-421.55-00	LETTERHEAD	677.37	
					VENDOR TOTAL *	946.88	
0000647	00	PLATTE-CLAY ELECTRIC 002403	00 04/05/2021	101-3101-431.41-01	STREET LIGHTS	83.50	
					VENDOR TOTAL *	83.50	
0001269 1022161 1022162	00	POUR BOY OIL 002441	00 04/07/2021	101-2101-421.62-01	FUEL	14.30	
		002441	00 04/07/2021	101-2101-421.62-01	FUEL	29.14	
					VENDOR TOTAL *	43.44	
0000331	00	PRATHERSVILLE WATER DEPT 002403	00 04/05/2021	510-1001-433.41-03	WATER USAGE	2.90	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO						AMOUNT
0000331	00	PRATHERSVILLE WATER DEPT						
						VENDOR TOTAL *	2.90	
0000887	00	PRICE CHOPPER						
34902		002442	00	04/07/2021	510-1001-433.58-04	MEALS	162.36	
						VENDOR TOTAL *	162.36	
0003266	00	QUADIENT LEASING USA, INC.						
N18062561		002403	00	04/05/2021	101-1501-415.43-01	LEASE ON POSTAGE MACHINE	408.18	
						VENDOR TOTAL *	408.18	
0000370	00	QUILL CORP						
15611217		002404	00	04/05/2021	101-1501-415.60-01	OFFICE SUPPLIES	75.91	
						VENDOR TOTAL *	75.91	
0003241	00	RECON AUTO REPAIR, LLC						
137003		002442	00	04/07/2021	510-1001-433.43-10	PARTS/LABOR	407.06	
						VENDOR TOTAL *	407.06	
0002977	00	RED EQUIPMENT, LLC						
1126		PI0118 005095	00	03/23/2021	520-1001-432.43-11	MISC PARTS	1,824.20	
						VENDOR TOTAL *	1,824.20	
0002789	00	RICHARD RUFF						
136		002439	00	04/07/2021	610-1001-456.43-25	CEMETERY MOWING	1,250.00	
						VENDOR TOTAL *	1,250.00	
0003198	00	SHAWN L. BLAIR						
		002377	00	04/01/2021	101-1201-412.35-04	JUDGE SERVICES	1,650.00	
						VENDOR TOTAL *	1,650.00	
0002946	00	SHERIFF'S RETIREMENT SYSTEM						
MARCH 21		002378	00	04/01/2021	101-0000-202.08-00	RETIREMENT FUND	468.00	
						VENDOR TOTAL *	468.00	
0002793	00	SOCKET						
		002405	00	04/05/2021	101-1101-411.53-01	TELEPHONE SERVICE	68.14	
		002406	00	04/05/2021	101-1401-413.53-01	TELEPHONE SERVICE	205.32	
		002407	00	04/05/2021	101-1501-415.53-01	TELEPHONE SERVICE	272.52	
		002408	00	04/05/2021	101-1601-416.53-01	TELEPHONE SERVICE	34.07	
		002409	00	04/05/2021	101-1801-418.53-01	TELEPHONE SERVICE	102.20	
		002410	00	04/05/2021	101-1803-418.53-01	TELEPHONE SERVICE	102.21	
		002411	00	04/05/2021	101-1901-419.53-01	TELEPHONE SERVICE	68.14	
		002412	00	04/05/2021	101-2101-421.53-01	TELEPHONE SERVICE	71.47	
		002413	00	04/05/2021	101-2103-421.53-01	TELEPHONE SERVICE	176.52	
		002414	00	04/05/2021	101-2201-422.53-01	TELEPHONE SERVICE	282.99	
		002415	00	04/05/2021	101-3101-431.53-01	TELEPHONE SERVICE	27.26	
		002416	00	04/05/2021	101-6701-467.53-01	TELEPHONE SERVICE	27.26	
		002417	00	04/05/2021	101-6703-467.53-01	TELEPHONE SERVICE	27.26	
		002418	00	04/05/2021	210-1001-451.53-01	TELEPHONE SERVICE	47.06	

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0002793	00	SOCKET					
	002419		00 04/05/2021	250-1001-439.53-01	TELEPHONE SERVICE	77.31	
	002420		00 04/05/2021	510-1001-433.53-01	TELEPHONE SERVICE	136.29	
	002421		00 04/05/2021	510-1001-433.53-01	TELEPHONE SERVICE	137.39	
	002425		00 04/05/2021	520-1001-432.53-01	TELEPHONE SERVICE	138.19	
	002422		00 04/05/2021	530-1001-455.53-01	TELEPHONE SERVICE	347.11	
	002423		00 04/05/2021	540-1001-454.53-01	TELEPHONE SERVICE	7.04	
	002424		00 04/05/2021	610-1001-456.53-01	TELEPHONE SERVICE	70.67	
					VENDOR TOTAL *	2,426.42	
0000736	00	SPIRE					
	002444		00 04/07/2021	101-1601-416.41-02	GAS SERVICE	1,591.52	
	002443		00 04/07/2021	101-1602-416.41-02	GAS SERVICE	153.73	
	002445		00 04/07/2021	101-2101-421.41-02	GAS SERVICE	483.88	
	002446		00 04/07/2021	101-2103-421.41-02	GAS SERVICE	118.41	
	002447		00 04/07/2021	101-2201-422.41-02	GAS SERVICE	191.70	
	002448		00 04/07/2021	101-2201-422.41-02	GAS SERVICE	42.03	
	002453		00 04/07/2021	101-6701-467.41-02	GAS SERVICE	57.99	
	002454		00 04/07/2021	101-6701-467.41-02	GAS SERVICE	46.98	
	002457		00 04/07/2021	281-1001-457.41-02	GAS SERVICE	2,824.88	
	002449		00 04/07/2021	510-1001-433.41-02	GAS SERVICE	265.46	
	002451		00 04/07/2021	510-1001-433.41-02	GAS SERVICE	92.10	
	002452		00 04/07/2021	510-1001-433.41-02	GAS SERVICE	195.98	
	002450		00 04/07/2021	530-1001-455.41-02	GAS SERVICE	117.80	
	002455		00 04/07/2021	540-1001-454.41-02	GAS SERVICE	37.08	
	002456		00 04/07/2021	540-1001-454.41-02	GAS SERVICE	76.69	
					VENDOR TOTAL *	6,296.23	
0002558	00	SUMNER ONE					
2821326	002426		00 04/05/2021	210-1001-451.44-02	LEASE ON COPIER	92.34	
					VENDOR TOTAL *	92.34	
0002452	00	SUPERION, LLC					
312344	002426		00 04/05/2021	101-1501-415.43-01	ASP MAINTENANCE	4,873.61	
	002426		00 04/05/2021	510-1001-433.43-01	ASP MAINTENANCE	1,027.85	
	002426		00 04/05/2021	520-1001-432.43-01	ASP MAINTENANCE	1,027.85	
					VENDOR TOTAL *	6,929.31	
0000793	00	SYNERGY SERVICES, INC.					
MARCH 21	002379		00 04/01/2021	101-0000-202.06-00	SAFE HAVEN	312.00	
					VENDOR TOTAL *	312.00	
0002567	00	TOSHIBA FINANCIAL SERVICES					
439498262	002380		00 04/01/2021	101-1001-419.44-02	LEASE ON COPIER	544.98	
	002381		00 04/01/2021	101-2201-422.44-02	LEASE ON COPIER	350.55	
					VENDOR TOTAL *	895.53	
0003212	00	TW SPORTSWEAR					
36574	002426		00 04/05/2021	210-1001-451.61-15	TRAINING SHIRTS	593.81	
36495	002426		00 04/05/2021	210-1001-451.61-15	SOCCER SHIRTS	11.69	

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0003212 36647	00 002426	TW SPORTSWEAR	00 04/05/2021	210-1001-451.61-15	SOCCER SHIRTS	17.99	
					VENDOR TOTAL *	623.49	
0002579 2869877 2869876	00 002395 002458	UNIFIRST CORPORATION	00 04/05/2021 00 04/07/2021	101-1601-416.61-03 101-2101-421.42-01	MATS, MOPS, TOWELS MATS, MOPS, TOWELS	120.41 79.08	
2869872	002458 002426		00 04/07/2021 00 04/05/2021	101-2104-421.61-25 281-1001-457.61-04	MATS, MOPS, TOWELS MATS, MOPS, TOWELS	72.16 38.64	
					VENDOR TOTAL *	310.29	
0002350 559426	00 002458	USA BLUE BOOK	00 04/07/2021	510-1001-433.61-04	LAB SUPPLIES	352.32	
					VENDOR TOTAL *	352.32	
0000693 IG00007481	00 002458	VANCE BROTHERS INC	00 04/07/2021	101-3101-431.43-16	ASPHALT	438.38	
					VENDOR TOTAL *	438.38	
0000271	00	VERIZON WIRELESS					
	002429		00 04/05/2021	101-1101-411.53-02	MOBILE PHONE CHARGES	97.76	
	002430		00 04/05/2021	101-1803-418.53-02	MOBILE PHONE CHARGES	227.79	
	002434		00 04/05/2021	101-3101-431.53-02	MOBILE PHONE CHARGES	150.89	
	002435		00 04/05/2021	101-6701-467.53-02	MOBILE PHONE CHARGES	70.84	
	002433		00 04/05/2021	210-1001-451.53-02	MOBILE PHONE CHARGES	303.92	
	002431		00 04/05/2021	250-1001-439.53-02	MOBILE PHONE CHARGES	137.43	
	002436		00 04/05/2021	281-1001-457.53-02	MOBILE PHONE CHARGES	48.88	
9876372879	002427		00 04/05/2021	510-1001-433.53-02	MOBILE PHONE CHARGES	471.91	
	002428		00 04/05/2021	520-1001-432.53-02	MOBILE PHONE CHARGES	299.28	
	002432		00 04/05/2021	530-1001-455.53-02	MOBILE PHONE CHARGES	129.09	
					VENDOR TOTAL *	1,937.79	
0001944	00	WESTLAKE HARDWARE					
6966519/506325	002383		00 04/01/2021	101-3101-431.61-07	WEDEATER	395.97	
3069322/506325	002458		00 04/07/2021	101-3101-431.43-15	MISC MATERIAL	84.94	
6966545/512622	002437		00 04/05/2021	210-1001-451.43-27	CABLE TIES	17.18	
					VENDOR TOTAL *	498.09	
0003237 254	00 002439	WILLIAMS & CAMPO, P.C.	00 04/07/2021	101-1401-413.33-01	LEGAL FEES	8,269.50	
	002439		00 04/07/2021	210-1001-451.33-01	LEGAL FEES	740.00	
					VENDOR TOTAL *	9,009.50	
0001269	00	WIN-911					
76B82BD22021622002458			00 04/07/2021	510-1001-433.34-18	INTERACTIVE LICENSE	660.00	
76B82BD22021622002458			00 04/07/2021	520-1001-432.34-18	INTERACTIVE LICENSE	660.00	
					VENDOR TOTAL *	1,320.00	
					HAND ISSUED TOTAL ***		275.00

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INVOICE	VOUCHER	P.O.	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO					AMOUNT
0001269	00						
TOTAL EXPENDITURES ****						86,372.13	275.00
GRAND TOTAL *****							86,647.13

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0000040	00	AG-POWER, INC.						
04092021		002476	00	04/12/2021	510-1001-433.43-11	PARTS/LABOR	1,007.55	
		002476	00	04/12/2021	520-1001-432.43-11	PARTS/LABOR	1,007.55	
						VENDOR TOTAL *	2,015.10	
0000791	00	AMEREN UE						
		002476	00	04/12/2021	210-1001-451.41-01	ELECTRIC SERVICE	111.70	
		002476	00	04/12/2021	520-1001-432.41-01	ELECTRIC SERVICE	64.96	
						VENDOR TOTAL *	176.66	
0000378	00	ASHLOCK SIGNS INC						
9021		002477	00	04/13/2021	220-1001-465.33-20	SIDEWALK SIGNS	590.00	
						VENDOR TOTAL *	590.00	
0000234	00	ASPEN EXTERIORS INC.						
		002477	00	04/13/2021	101-0000-322.09-00	PERMIT REFUND	77.00	
						VENDOR TOTAL *	77.00	
0000232	00	AYRES, ELIZABETH M						
000023015		UT	00	04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	127.60	
						VENDOR TOTAL *	127.60	
0001292	00	BANK MIDWEST						
		002477	00	04/13/2021	101-1501-415.29-05	GIFT CARDS/RETIREMENT	509.90	
						VENDOR TOTAL *	509.90	
0003190	00	BATTERIES PLUS LLC						
P38299911		002477	00	04/13/2021	510-1001-433.43-11	BATTERIES	100.79	
P38398274		002477	00	04/13/2021	510-1001-433.43-11	BATTERIES	99.90	
						VENDOR TOTAL *	200.69	
0000232	00	BERRY, LANCE MARTIN						
000024009		UT	00	04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	116.21	
						VENDOR TOTAL *	116.21	
0000232	00	BIRKENESS, QUINTON LEE						
000022963		UT	00	04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	88.43	
						VENDOR TOTAL *	88.43	
0000232	00	BLOOMER, DEBRA L						
000020401		UT	00	04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	206.37	
						VENDOR TOTAL *	206.37	
0000232	00	BORAM, JULIA M.						
000020503		UT	00	04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	128.45	
						VENDOR TOTAL *	128.45	
0002795	00	BOUND TREE MEDICAL, LLC						
84014595		002492	00	04/14/2021	101-2202-422.61-02	EMS SUPPLIES	851.70	
84019085		002492	00	04/14/2021	101-2202-422.61-02	EMS SUPPLIES	229.55	

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0002795 84021031	00 002492	BOUND TREE MEDICAL, LLC	00 04/14/2021	101-2202-422.61-02	EMS SUPPLIES	777.75	
					VENDOR TOTAL *	1,859.00	
0001269	00 002488	BRENDA HAMBRICK	00 04/13/2021	520-1001-432.61-18	SERVICE/98 JUNIPER	450.00	
					VENDOR TOTAL *	450.00	
0002355 0383137-IN	00 002497	CAMPBELL PET COMPANY	00 04/14/2021	101-2103-421.61-07	LEASHES	195.82	
					VENDOR TOTAL *	195.82	
0000015 FOQS150978	00 002440	CHUCK ANDERSON FORD MERCURY INC.	00 04/07/2021	101-2101-421.43-10	OIL CHANGE/TIRE ROTATION	41.95	
	002440		00 04/07/2021	101-2101-421.43-10	CREDIT ON ACCOUNT	183.49	
FOCS151533	002497		00 04/14/2021	101-2101-421.43-10	OIL CHANGE	36.95	
FOQS151501	002497		00 04/14/2021	101-2101-421.43-10	OIL CHANGE	37.25	
FOCS150926	002497		00 04/14/2021	101-2101-421.43-10	SENSOR REPLACED	560.27	
FOCS151461	002497		00 04/14/2021	101-2101-421.43-10	OIL CHANGE	29.95	
					VENDOR TOTAL *	522.88	
0001034	00 002477	CLAY COUNTY HEALTH DEPT	00 04/13/2021	281-1001-457.61-30	PERMIT FEE	80.00	
					VENDOR TOTAL *	80.00	
0001789	00 002488	CLAY COUNTY RECORDER OF DEEDS	00 04/13/2021	101-3101-431.34-18	FILING FEES	72.00	
					VENDOR TOTAL *	72.00	
0001606 151013 150660A	00 002477 002497	CLAYTON PAPER & DISTRIBUTION, INC.	00 04/13/2021 00 04/14/2021	101-1601-416.61-03 101-2101-421.61-03	JANITORIAL SUPPLIES CAN LINERS	331.17 64.96	
					VENDOR TOTAL *	396.13	
0000232 000011471	00 UT	CRABTREE, KENNETH E	00 04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	29.50	
					VENDOR TOTAL *	29.50	
0000155 DI62766	00 002488	CULLIGAN WATER CONDITIONING	00 04/13/2021	510-1001-433.61-04	LAB SUPPLIES	120.79	
					VENDOR TOTAL *	120.79	
0003144 402489	00 002490	DOG WASTE DEPOT	00 04/14/2021	210-1001-451.43-25	DOG WASTE BAGS	96.91	
					VENDOR TOTAL *	96.91	
0002124 6363 6366	00 002497 002492 002490	E NET	00 04/14/2021 00 04/14/2021 00 04/14/2021	101-2101-421.43-09 101-2202-422.43-01 210-1001-451.34-04	SERVICE/SUPPORT SERVICE/SUPPORT SERVICE/SUPPORT	1,995.50 1,196.50 42.50	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0002124	00	E NET					
6354		002497	00 04/14/2021	270-1001-421.61-07	SERVICE/SUPPORT	144.50	
6367		002490	00 04/14/2021	281-1001-457.34-04	SERVER BACKUP	708.00	
6352		002477	00 04/13/2021	510-1001-433.34-04	SERVICE/SUPPORT	652.50	
					VENDOR TOTAL *	4,739.50	
0003127	00	ENVIRO-MASTER OF KANSAS CITY					
KSC9828		002497	00 04/14/2021	101-2101-421.43-12	SANITIZATION	60.00	
					VENDOR TOTAL *	60.00	
0000991	00	EXCELSIOR SPRINGS STANDARD					
339		002477	00 04/13/2021	230-1001-431.33-03	PUBLIC NOTICES	7.00	
		002477	00 04/13/2021	230-1001-431.33-03	PUBLIC NOTICES	240.00	
		002477	00 04/13/2021	610-1001-456.54-00	PUBLIC NOTICES	54.00	
					VENDOR TOTAL *	301.00	
0002840	00	EZ LOAN					
848		002477	00 04/13/2021	510-1001-433.60-03	SHIPPING FEE	26.68	
850		002495	00 04/14/2021	510-1001-433.60-03	SHIPPING FEE	25.10	
					VENDOR TOTAL *	51.78	
0001327	00	FIRE PETTY CASH					
		002492	00 04/14/2021	101-2201-422.61-16	MISC SUPPLIES	65.00	
		002492	00 04/14/2021	101-2202-422.60-03	MISC SUPPLIES	30.25	
					VENDOR TOTAL *	95.25	
0000232	00	GIFFIN, SUZAN MARIE					
000019129	UT		00 04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	55.34	
					VENDOR TOTAL *	55.34	
0000232	00	GORDON, JAMES J.					
000024769	UT		00 04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	32.57	
					VENDOR TOTAL *	32.57	
0002929	00	HERITAGE TRACTOR INC					
11051168		002491	00 04/14/2021	210-1001-451.43-11	CYLINDER REPAIR	120.00	
					VENDOR TOTAL *	120.00	
0000739	00	ICMA RETIREMENT TRUST					
		002498	00 04/14/2021	780-0000-217.07-00	EMPLOYEE CONTRIBUTIONS	3,266.10	
					VENDOR TOTAL *	3,266.10	
0003170	00	INT ASSN OF FIRE FIGHTERS, LOCAL 42					
		002498	00 04/14/2021	780-0000-217.52-00	FIRE UNION DUES	758.16	
					VENDOR TOTAL *	758.16	
0001269	00	JEFF BARGE					
		002491	00 04/14/2021	210-4401-444.61-30	REIMBURSE/ROUTING APP	9.99	
					VENDOR TOTAL *	9.99	
0000987	00	K.C. BOBCAT					

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0000987 21117246	00 002488	K.C. BOBCAT	00 04/13/2021	510-1001-433.43-11	MISC PARTS	555.25	
					VENDOR TOTAL *	555.25	
0000224 178755	00 002497	KA-COMM, INC.	00 04/14/2021	270-1001-421.61-07	LIGHT BAR INSTALLATION	1,945.00	
					VENDOR TOTAL *	1,945.00	
0000539 650746 00	00 002477	KANSAS CITY WINNELSON	00 04/13/2021	510-1001-433.43-21	MISC MATERIAL	3,747.23	
					VENDOR TOTAL *	3,747.23	
0000234	00 002119	KAREN LEMOINE	00 03/11/2021	101-0000-115.01-00	OVERPAYMENT ON ACCT	CHECK #: 131840	7.71-
					VENDOR TOTAL *	.00	7.71-
0002730 439736828	00 002460	KONICA MINOLTA PREMIER FINANCE	00 04/08/2021	510-1001-433.44-02	LEASE ON COPIER	662.66	
					VENDOR TOTAL *	662.66	
0002924 0320026.01-10 0320032.01-04	00 002462 002461	LAMP, RYNEARSON & ASSOCIATES, INC.	00 04/08/2021 00 04/08/2021	352-1001-432.33-03 510-1001-433.33-03	ENGINEERING ENGINEERING	1,750.00 850.00	
					VENDOR TOTAL *	2,600.00	
0000234	00 002119	MARTHA COFFMAN	00 04/13/2021	101-0000-115.01-00	OVERPAYMENT ON ACCT	7.71	
					VENDOR TOTAL *	7.71	
0000613 80044321	00 002492	MIDWEST MOBILE RADIO	00 04/14/2021	101-2201-422.43-11	RADIO MAINTENANCE	1,080.00	
					VENDOR TOTAL *	1,080.00	
0000232 000023929	00 UT	MINNIS, GARY DALE JR	00 04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	61.04	
					VENDOR TOTAL *	61.04	
0000732 54140	00 002463	MISSOURI ROCK INC	00 04/08/2021	510-1001-433.43-21	ROCK	1,606.67	
					VENDOR TOTAL *	1,606.67	
0000099 812HP032031710	00 002497	MO STATE HIGHWAY PATROL	00 04/14/2021	101-2101-421.34-05	MULES SUBSCRIPTION	270.00	
					VENDOR TOTAL *	270.00	
0003133 224680A-IN	00 002477	NEUMAYER	00 04/13/2021	510-1001-433.62-01	MISC MATERIAL	669.39	
					VENDOR TOTAL *	669.39	
0003087	00	NITV FEDERAL SERVICES, LLC					

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0003087 10018	00 002497	NITV FEDERAL SERVICES, LLC	00 04/14/2021	101-2101-421.67-03	TRAINING	1,295.00	
					VENDOR TOTAL *	1,295.00	
0002956 N39063	00 002478 002479 002480 002481 002482 002483 002484 002485 002486	NUESYNERGY, INC.	00 04/13/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021	101-1501-415.26-01 101-1601-416.26-01 101-1901-419.26-01 101-2101-421.26-01 101-2202-422.26-01 101-3101-431.26-01 210-1001-451.26-01 520-1001-432.26-01 530-1001-455.26-01	ADMIN FEES/SECTION 125 ADMIN FEES/SECTION 125 ADMIN FEES/SECTION 125 ADMIN FEES/SECTION 125 ADMIN FEES/SECTION 125 ADMIN FEES/SECTION 125 ADMIN FEES/SECTION 125 ADMIN FEES/SECTION 125 ADMIN FEES/SECTION 125	8.08 8.08 8.08 32.31 24.23 8.08 16.16 16.16 8.07	
					VENDOR TOTAL *	129.25	
0000554 753939 754170 754126 753867 754175	00 002491 002489 002489 002487 002488	OWEN LUMBER CO	00 04/14/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021 00 04/13/2021	210-1001-451.43-25 230-1001-431.45-04 510-1001-433.61-18 520-1001-432.61-03 520-1001-432.43-22	LUMBER LUMBER MISC MATERIAL JANITORIAL SUPPLIES READY MIX	17.16 43.15 21.63 20.55 221.97	
					VENDOR TOTAL *	324.46	
0000808	00 002497 002497 002497 002497 002497	POLICE DEPT PETTY CASH	00 04/14/2021 00 04/14/2021 00 04/14/2021 00 04/14/2021 00 04/14/2021 00 04/14/2021	101-2101-421.43-11 101-2101-421.67-03 101-2101-421.60-03 101-2101-421.58-04 101-2101-421.33-05	TRAINING/MEALS/POSTAGE TRAINING/MEALS/POSTAGE TRAINING/MEALS/POSTAGE TRAINING/MEALS/POSTAGE TRAINING/MEALS/POSTAGE	5.49 166.10 13.50 16.00 46.00	
					VENDOR TOTAL *	247.09	
0001269 1522439	00 002496	POLYDYNE INC.	00 04/14/2021	520-1001-432.61-06	POLYMER	535.64	
					VENDOR TOTAL *	535.64	
0000232 000023351	00 UT	PURDY, NADILYN	00 04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	65.57	
					VENDOR TOTAL *	65.57	
0000370 15731453 15679469 15641844 15678396	00 002497 002464 002493 002487 002487	QUILL CORP	00 04/14/2021 00 04/08/2021 00 04/14/2021 00 04/13/2021 00 04/13/2021	101-1201-412.61-07 101-1501-415.60-01 101-2201-422.61-16 101-6703-467.60-01 510-1001-433.60-01	NAMEPLATE OFFICE SUPPLIES FILE TRAY OFFICE SUPPLIES OFFICE SUPPLIES	9.49 40.96 22.58 101.77 127.66	
					VENDOR TOTAL *	302.46	
0001288 11186	00 PI0120 005092	R.E. PEDROTTI CO., INC.	00 04/08/2021	510-1001-433.43-21	MATERIAL/LABOR	3,460.20	

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0001288	00	R.E. PEDROTTI CO., INC.					
					VENDOR TOTAL *	3,460.20	
0000232	00	RB ALLEN HOLDINGS, LLC					
000021783	UT	00 04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	82.27		
000021783	UT	00 04/12/2021	510-0000-115.20-01	UB CR REFUND	52.10		
					VENDOR TOTAL *	134.37	
0003241	00	RECON AUTO REPAIR, LLC					
136985	002465	00 04/08/2021	510-1001-433.43-10	PARTS/LABOR	2,360.04		
	002466	00 04/08/2021	520-1001-432.43-10	PARTS/LABOR	2,360.05		
					VENDOR TOTAL *	4,720.09	
0000092	00	REPUBLIC SERVICES #468					
0468-003471334	002489	00 04/13/2021	550-1001-434.34-18	DUMPSTERS	1,697.79		
					VENDOR TOTAL *	1,697.79	
0002997	00	ROBERTS-ROBINSON CHEV BUICK GMC INC					
52822	002493	00 04/14/2021	101-2201-422.62-02	OIL CHANGE/TIRES ROTATED	120.95		
					VENDOR TOTAL *	120.95	
0000666	00	SCOTT'S BARGAIN BARN					
61740	002496	00 04/14/2021	510-1001-433.61-07	MISC TOOLS	44.30		
					VENDOR TOTAL *	44.30	
0000079	00	SEILER INSTRUMENT & MFG. CO. INC.					
INV-416833	PI0119 005096	00 03/31/2021	520-1001-432.74-01	GPS RECEIVER	5,975.10		
					VENDOR TOTAL *	5,975.10	
0002793	00	SOCKET					
0421-2000880	002497	00 04/14/2021	101-2101-421.53-01	PHONE SERVICE	711.95		
					VENDOR TOTAL *	711.95	
0002777	00	STANION WHOLESALE ELECTRIC CO., INC					
5115488-00	002487	00 04/13/2021	101-3101-431.43-14	MISC MATERIAL	83.15		
					VENDOR TOTAL *	83.15	
0000232	00	TWAR HOMES LLC					
000025761	UT	00 04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	127.60		
					VENDOR TOTAL *	127.60	
0000232	00	TNG PROPERTY INVESTMENTS LLC					
000020331	UT	00 04/07/2021	510-0000-115.20-01	UB CR REFUND-FINALS	148.15		
					VENDOR TOTAL *	148.15	
0003110	00	TOSHIBA BUSINESS SOLUTIONS, USA					
5499929	002487	00 04/13/2021	281-1001-457.55-00	COPY PRINTING	55.21		
					VENDOR TOTAL *	55.21	
0003212	00	TW SPORTSWEAR					

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0003212	00	TW SPORTSWEAR					
36714	002491		00 04/14/2021	210-1001-451.61-15	SOCCER JERSEY	30.98	
36634	002491		00 04/14/2021	210-1001-451.61-04	EARTH DAY SHIRTS	453.60	
					VENDOR TOTAL *	484.58	
0002579	00	UNIFIRST CORPORATION					
2872706	002497		00 04/14/2021	101-2101-421.42-01	MATS, MOPS, TOWELS	79.08	
	002497		00 04/14/2021	101-2104-421.61-25	MATS, MOPS, TOWELS	127.73	
					VENDOR TOTAL *	206.81	
0001269	00	UNITED FIBER					
	002491		00 04/14/2021	210-1001-451.53-01	INTERNET	51.90	
	002487		00 04/13/2021	281-1001-457.53-01	PHONES/INTERNET	775.62	
					VENDOR TOTAL *	827.52	
0002687	00	VALIDITY					
200887	002467		00 04/08/2021	101-1201-412.33-05	BACKGROUND CHECKS	57.00	
	002468		00 04/08/2021	101-1501-415.33-05	BACKGROUND CHECKS	57.00	
	002469		00 04/08/2021	101-2101-421.33-05	BACKGROUND CHECKS	20.00	
	002470		00 04/08/2021	101-2202-422.33-05	BACKGROUND CHECKS	40.00	
	002471		00 04/08/2021	210-1001-451.33-05	BACKGROUND CHECKS	160.00	
	002472		00 04/08/2021	250-1001-439.33-05	BACKGROUND CHECKS	45.00	
	002473		00 04/08/2021	281-1001-457.33-05	BACKGROUND CHECKS	297.00	
	002474		00 04/08/2021	281-1005-457.33-05	BACKGROUND CHECKS	40.00	
	002475		00 04/08/2021	520-1001-432.33-05	BACKGROUND CHECKS	45.00	
					VENDOR TOTAL *	761.00	
0000234	00	VINTAGE HOA					
	002487		00 04/13/2021	281-0000-363.11-01	ROOM RENTAL REFUND	100.00	
					VENDOR TOTAL *	100.00	
0001944	00	WESTLAKE HARDWARE					
3069402/506325	002494		00 04/14/2021	101-2201-422.61-06	LAWN TREATMENT	37.97	
6966643/506325	002494		00 04/14/2021	101-2201-422.61-07	SPOUT AND VENT KIT	49.95	
6966642/506325	002494		00 04/14/2021	101-2201-422.43-12	ELBOW	2.39	
6966601/506325	002487		00 04/13/2021	101-3101-431.43-15	WEED KILLER	83.98	
2069500/512622	002491		00 04/14/2021	210-1001-451.62-02	BAR OIL	12.99	
6966588/512622	002491		00 04/14/2021	210-1001-451.43-12	MISC MATERIAL	24.10	
6966584/512622	002491		00 04/14/2021	210-1001-451.43-12	MISC MATERIAL	2.67	
6963528/506325	002489		00 04/13/2021	510-1001-433.61-18	PAINT SUPPLIES	38.01	
6965108/506325	002489		00 04/13/2021	510-1001-433.61-18	MISC MATERIAL	9.17	
6965564/506325	002489		00 04/13/2021	510-1001-433.61-18	GAS CAN	22.99	
					VENDOR TOTAL *	284.22	
0002866	00	WEX BANK					
70934354	002487		00 04/13/2021	101-6701-467.62-01	FUEL	1,274.89	
					VENDOR TOTAL *	1,274.89	
0001269	00	WPCI					
S144136	002489		00 04/13/2021	101-6701-467.33-05	DRUG TESTING	135.00	

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INVOICE	VOUCHER	P.O.	DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO					AMOUNT

0001269 00 WPCI

VENDOR TOTAL *	135.00	
HAND ISSUED TOTAL ***		7.71-
TOTAL EXPENDITURES ****	55,006.43	7.71-
GRAND TOTAL *****		54,998.72

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