

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, September 2, 2025** 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 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
Tuesday, September 2, 2025
Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs MO

CALL TO ORDER

Opening - Pastor Rex McCommon the Excelsior Springs Church of the Nazarene

Pledge of Allegiance

Roll Call

Visitors

This time is reserved for public comment addressed to the City Council. Each speaker is limited to 5 minutes. Any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time.

Minutes of the Special City Council Meeting of August 12, 2025

Minutes of the Budget Work Session of August 15, 2025

Minutes of the Special City Council Meeting of August 15, 2025

Minutes of the Regular City Council Meeting of August 18, 2025

CONSIDERATION OF AGENDA

1. Presentation of Fiscal Year 2022 Audit

2. Consideration of Adopting Mission Statements Submitted by the Public Safety Sales Tax Oversight Committee - Resolution No. 1601

3. Consideration of Housing Authority Board Appointment - Resolution No. 1602
4. Consideration of Downtown Excelsior Springs Commercial Community Improvement District Board Appointment- Resolution No. 1603
5. Consideration of Downtown Ex. Springs Commercial CID Board Re-Appointment - Resolution No. 1604
6. Consideration of 1645 Kearney Road Community Improvement District Board Re-Appointments - Resolution No. 1605
7. Consideration of Hall of Waters Elevator Modernization Agreement with MEI Total Elevator Solutions - Resolution No. 1606
8. Consideration of Payment Processing Agreement with CSG Forte Payments, Inc. - Resolution No. 1607
9. Consideration of Addendum to the Solid Waste Services Agreement with RedGate Disposal - Resolution No. 1608
10. Consideration of Amendment to Schedule of Fees Related to Trash Rates - Ordinance No. 25-09-01
11. Consideration of Amendment to City Code Regarding Home-Based Businesses and Other Accessory Uses of Residential Property - Ordinance No. 25-09-02
12. Consideration of Amendment to City Code Regarding the Application Resubmittal Process Following the Denial of a Zoning or Land-Use Approval - Ordinance No. 25-09-03
13. Consideration of Preliminary and Final Plat for a Replat of Lot 4 of Springs Plaza - Ordinance No. 25-09-04
14. Consideration of Amendment to City Code Regarding Water and Sewer Service Outside City Limits - Ordinance No. 25-09-05
15. Consideration of Amendment to City Code Regarding Open Meetings and Open Records - Ordinance No. 25-09-06

Remarks - City Manager

Remarks - City Council

Remarks - Mayor

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: Thursday, August 28, 2025 at 3:15pm

CITY OF EXCELSIOR SPRINGS, MISSOURI
CITY COUNCIL MEETING
August 12, 2025

Excelsior Springs Community Center
500 Tiger Drive, Rooms A and B
Excelsior Springs, Missouri

TRANSCRIPT OF MEETING

Present:

Mark Spohn, Mayor
Reggie St. John, Mayor Pro Tem
Stephen Spear, Councilman
John McGovern, Councilman
Gary Renne, Councilman

Paul Campo, City Attorney
Brandon Mizner, City Staff Attorney
Mallory Brown, Community Development Director
Molly McGovern, City Manager
Shannon Stroud, City Clerk

Janet Wimer, CCR #347 - Clay County Circuit Court Div. 3

WITNESS INDEX

WITNESSES:

PAGE:

(None.)

Reporter's Certificate

10

CITY COUNCIL MEETING - AUGUST 12, 2025

MAYOR SPOHN: Good evening everyone. It is 6 p.m.
on August 12, 2025 and I call the City Council of Excelsior
Springs, Missouri to order. We will begin with the Pledge of
Allegiance followed by the roll call of Council members.

(The Pledge of Allegiance was said.)

MAYOR SPOHN: If we could have the City Clerk
deliver the roll call of Council members, please.

MS. STROUD: Councilman McGovern?

COUNCILMAN MCGOVERN: Present.

MS. STROUD: Councilman Spear?

COUNCILMAN SPEAR: Yes.

MS. STROUD: Councilman Renne?

COUNCILMAN RENNE: Yes.

MS. STROUD: Mayor Pro Tem St. John?

MAYOR PRO TEM ST. JOHN: Yes.

MS. STROUD: Mayor Spohn?

MAYOR SPOHN: Yes.

Good evening everyone, thank you for coming. The next
item on the agenda is consideration of the reasonable
accommodation request submitted by Oxford House, Incorporated
concerning the property at 21 Dawn Avenue. This meeting was
continued from July 22nd. At this time, I'm going to ask our
Community Development Director, Ms. Mallory Brown, if she has
any information to present to the Council?

MS. BROWN: I do not.

MAYOR SPOHN: Okay. with that, I'm going to ask
the City Attorney to state what's in front of the Council
this evening for us to consider for purposes of deciding this
matter.

MR. CAMPO: So first, as a matter of housekeeping,
the following exhibits are submitted for the record:

Number 1, City letter to the property owner dated
January 6th, 2025.

Number 2, City letter to the property owner dated April
the 22nd, 2025.

Number 3, Ordinance Number 25-05-03.

Exhibit 4 is the property owner's written request for
accommodation.

Number 5 is the residential lease.

Number 6 are the inspection reports.

Number 7 is an MLS report.

Number 8 was an FHA paper.

Number 9 is Chapter 404 from the code.

And number 10 is a transcript of the proceedings from
July 22nd.

I know for the Council that in making your decision on
this request, you must not rely on any pejorative or
derogatory statements that may have been made about
individuals in recovery, nor may you base your decision on

1 stereotypes, generalizations or other unfounded assumptions
 2 about such individuals.

3 Instead, you are to evaluate based on the following:
 4 One, whether there is a qualifying disability.

5 Disability means a physical or mental impairment which
 6 substantially limits one or more of such person's major life
 7 activities.

8 Two, whether the request is necessary to allow a
 9 disabled person equal opportunity to use and enjoy a dwelling
 10 or to live in a particular neighborhood as a person without
 11 disabilities.

12 Number 3, whether the request is reasonable considering
 13 the potential impact on surrounding uses, the extent to which
 14 the accommodation meets the stated need, and other
 15 alternatives that may meet that need.

16 And four, whether the request would constitute a
 17 fundamental alteration of the City's regulation, policies or
 18 procedures. That's all I have here.

19 MAYOR SPOHN: Thank you, Paul. The exhibits are
 20 admitted, and with that, we will now proceed to Council
 21 discussion and deliberation. I'll begin down at the end of
 22 the table with Councilman Renne. Councilman Rennie, do you
 23 have any comments? We're going to pass the mic down to you.
 24 No comments? Councilman McGovern?
 25 COUNCILMAN MCGOVERN: Yes, I do have some comments.

1 MAYOR SPOHN: Yeah, okay.

2 MAYOR PRO TEM ST. JOHN: Okay. One of the things
 3 that came up in notice - okay, is that there's been a lack of
 4 transparency and some inconsistency in a lot of the
 5 information that was presented. At one point, it was stated
 6 there would be eight individuals living in this particular
 7 structure. After listening, it was now 11, and that right
 8 there is enough. That information and that inconsistency
 9 just makes me, really raises some questions in my mind about
 10 the necessary need for this. Thank you.

11 MAYOR SPOHN: Alright. I have no further comments,
 12 so if there is no further discussion, the Mayor will
 13 entertain a motion.

14 COUNCILMAN MCGOVERN: Mr. Mayor, I would move that
 15 the City Council deny the request for reasonable
 16 accommodation for Oxford House at 21 Dawn Avenue.

17 COUNCILMAN RENNE: Second.

18 MAYOR SPOHN: We have a motion and a second has
 19 been made. Will the City Clerk conduct the roll call,
 20 please?

21 MS. STROUD: Councilman Renne?

22 COUNCILMAN RENNE: Yes.

23 MS. STROUD: Councilman Spear?

24 COUNCILMAN SPEAR: Yes, to deny.

25 MS. STROUD: Councilman McGovern?

1 Number one, I take this responsibility very seriously. I'm
 2 not here to please the majority of your people that are here
 3 on this particular issue, nor am I here to disappoint the
 4 minority that may be here on this particular issue.

5 I have carefully listened to the Applicant's testimony
 6 and have reviewed the transcript of the hearing. It is my
 7 opinion the information presented was insufficient to answer
 8 the key question, why is it necessary on the account of a
 9 disability for eight to 11 unrelated individuals to reside
 10 together rather than four or fewer. No studies or expert
 11 testimony was provided to support the claim that housing 11
 12 individuals creates a therapeutic environment required by
 13 their disability. In fact, during his testimony, Mr. Hahn
 14 suggested that if we did not understand the concept of peer
 15 support, we should "go study it" moving forward. But that is
 16 not a substitute for presenting actual evidence.

17 Based on what was submitted, I am not persuaded that
 18 housing 11 residents is necessary to afford equal housing
 19 opportunity. It appears to be a matter of preference rather
 20 than of necessity. Thank you, Mayor.

21 MAYOR SPOHN: Thank you, Councilman McGovern.
 22 Councilman Spear?

23 COUNCILMAN SPEAR: No additional comments.

24 MAYOR SPOHN: Councilman - Mayor Pro Tem St. John?

25 MAYOR PRO TEM ST. JOHN: Either one works.

1 COUNCILMAN MCGOVERN: Yes.

2 MS. STROUD: Mayor Pro Tem St. John?

3 MAYOR PRO TEM ST. JOHN: Yes.

4 MS. STROUD: Mayor Spohn?

5 MAYOR SPOHN: Yes. Looks like the motion fails.

6 MR. CAMPO: The motion passes.

7 MAYOR SPOHN: The motion passes, I'm sorry. It was
 8 in the affirmative. The motion passes. The request is
 9 granted--

10 MR. CAMPO: No, the request is denied.

11 MAYOR SPOHN: Denied. A written decision will be
 12 issued within 30 days, a copy of which will be provided to
 13 the Applicant.

14 I want to thank everyone for coming this evening, and
 15 this concludes our meeting. I will entertain a motion to
 16 adjourn.

17 UNKNOWN SPEAKER: I have one question.

18 MAYOR SPOHN: No, there is - the public comment was
 19 only during the last meeting. This was only for us to gather
 20 information and for the Council to--

21 UNKNOWN SPEAKER: I have a, I have a--

22 MAYOR SPOHN: There is, there is no public comment.
 23 Thank you.

24 COUNCILMAN MCGOVERN: Mr. Mayor, I make a motion to
 25 adjourn.

1 UNKNOWN SPEAKER: --houses that are in jeopardy--
 2 MAYOR SPOHN: Do I have a second to adjourn?
 3 MAYOR PRO TEM ST. JOHN: Second.
 4 MAYOR SPOHN: All in favor of adjournment, signify
 5 by saying aye.
 6 (All said aye.)
 7 MAYOR SPOHN: All opposed, like sign?
 8 (None opposed.)
 9 MAYOR SPOHN: Meeting is adjourned.
 10 (Meeting was concluded at 7:48 p.m.)
 11
 12

1 REPORTER'S CERTIFICATE

2
 3 I, Janet Wimer, Official Court Reporter, hereby certify
 4 that I am the official court reporter for Division III of the
 5 Clay County Circuit Court.

6
 7 I further certify that this transcript is a true and
 8 accurate reproduction of the proceeding that was held on
 9 August 12, 2025.

10
 11 I further certify that this proceeding was taken down by
 12 me via Stenomask closed microphone technology and that upon
 13 request was thereafter reduced to typewriting by me.

14
 15 I further certify that I am not related to any party
 16 herein nor of their counsel.

17
 18
 19
 20 /s/ Janet Wimer

21 Janet Wimer, CCR 347
 22

WORK SESSION OF THE CITY COUNCIL
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
August 15, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Work Session on Friday, August 15, 2025, at 7:30 am, in the Council Chambers of the Hall of Waters Building to discuss the proposed City Budget for a general overview of the fiscal year Oct. 1, 2025 to Sept. 30, 2026.

The meeting was called to order by Mayor Mark Spohn.

Roll Call of Members: Present: Mayor Mark Spohn, Mayor Pro-Tem Reggie St. John, Councilman Stephen Spear, and Councilman John McGovern.

Absent: Councilman Gary Renne.

Present Representing the City: Molly McGovern, City Manager
Vonda Floyd, Finance Director
Greg Dull, Police Chief
Chad Birdsong, Public Works Director
Nate Williams, Director of ESPRCC
Joe Maddick, Fire Chief
Mallory Brown, Director of Community Development
Melinda Mehaffy, Director of Economic Development
Shannon Stroud, City Clerk
Susan Conyers, Executive Secretary

BUDGET COMMENTS:

Chad Birdsong, Director of Public Works, provided documentation and presented the Budget for Transportation Trust, Construction Services, and Cemetery Fund.

Molly McGovern, City Manager, provided documentation and presented the Overview – Question and Answer Session on Budget Items listed below:

- Capital Improvements
- Transportation Trust
- Construction Services
- Cemetery Fund
- Public Safety Sales Tax
- Equitable Sharing (Federal Forfeitures)
- Grants Fund
- Debt Service Fund
- Elms Event Fees
- Tax Increment Financing Funds

Comments: Questions were asked by City Council Members and answers provided.

With no further business at hand, Mayor Spohn adjourned the Budget Work Session at 9:04 am.

MARK D. SPOHN, MAYOR

ATTEST:

SHANNON STROUD, CITY CLERK

SPECIAL CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS, MISSOURI
August 15, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Special City Council Meeting at 9:04 am on Friday, August 15, 2025 in the Council Chambers of the Hall of Waters Building. The meeting was also available virtually. The meeting was called to order by Mayor Spohn.

Roll Call of Members:

Present: Mayor Mark Spohn, Mayor Pro-Tem Reggie St. John, Councilman John McGovern, and Councilman Stephen Spear.

Absent: Councilman Gary Renne.

VISITORS: None.

MOTION TO CLOSE THE MEETING PURSUANT TO SECTION 610.021.1, RSMO.:

With no further business at hand, Councilman McGovern made a motion to close the Special City Council Meeting of August 15, 2025 and go into CLOSED SESSION immediately following pursuant to Section 610.021.1, RSMo. Councilman Spear seconded. No discussion was held by City Council Members.

Roll Call of Votes: Ayes: Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

The Special City Council Meeting of August 15, 2025 adjourned at 9:05 am.

MARK D. SPOHN, MAYOR

ATTEST:

SHANNON STROUD, CITY CLERK

CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
August 18, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 PM, on Monday, August 18, 2025 in the Council Chambers of the Hall of Waters Building.

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

The Pledge of Allegiance was led by Mayor Spohn.

The meeting was called to order by Mayor Spohn.

Roll Call of Members: Present: Mayor Mark Spohn, Mayor Pro-Tem Reggie St. John, Councilman Stephen Spear, and Councilman John McGovern.

Absent: Councilman Gary Renne.

VISITORS: None.

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF JULY 22, 2025:

Councilman Spear made a motion to approve the minutes of the Special City Council Meeting of July 22, 2025. Motion was seconded by Mayor Pro-Tem St. John. All in favor; motion carried.

Minutes of the Special City Council Meeting of July 22, 2025 passed and approved August 18, 2025.

MINUTES OF THE BUDGET WORK SESSION OF AUGUST 1, 2025:

Mayor Pro-Tem St. John made a motion to approve the minutes of the Budget Work Session of August 1, 2025. Motion was seconded by Councilman Spear. All in favor; motion carried.

Minutes of the Budget Work Session of August 1, 2025 passed and approved August 18, 2025.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 4, 2025:

Councilman Spear made a motion to approve the minutes of the Regular City Council Meeting of August 4, 2025. Motion was seconded by Mayor Pro-Tem St. John. All in favor; motion carried.

Minutes of the Regular City Council Meeting of August 4, 2025 passed and approved August 18, 2025.

CONSIDERATION OF AGENDA:

Mayor Pro-Tem St. John made a motion to approve the agenda. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

The agenda passed and approved August 18, 2025.

RESOLUTION NO. 1596, CONSIDERATION OF DECLARATION OF BOARD VACANCIES
AFTER SEPTEMBER 30, 2025:

Mayor Spohn read by title Resolution No. 1596.

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

Mayor Pro-Tem St. John made a motion to approve Resolution No. 1596 officially declaring vacancies which now exist or will exist through the month of September, 2025 on various boards and commissions for the City of Excelsior Springs. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1596 passed and approved August 18, 2025.

RESOLUTION NO. 1597, CONSIDERATION OF MOWING EQUIPMENT PURCHASE:

Mayor Spohn read by title Resolution No. 1597.

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

Councilman Spear made a motion to approve Resolution No. 1597 authorizing the execution of lease-purchase agreements for Golf Course equipment. Motion was seconded by Councilman McGovern.

Roll Call of Votes: Ayes: McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1597 passed and approved August 18, 2025.

RESOLUTION NO. 1598, CONSIDERATION OF PURCHASE OF NEXGEN ELECTRODE STACK
AND DIODE RECTIFIER FOR THE COMMUNITY CENTER POOL SYSTEM:

Mayor Spohn read by title Resolution No. 1598.

Jesse Hall, Community Center Project Manager briefed the Council of the Resolution.

Councilman McGovern made a motion to approve Resolution No. 1598 authorizing the purchase of a NexGen electrode stack and diode rectifier for the Community Center pool system. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1598 passed and approved August 18, 2025.

RESOLUTION NO. 1599, CONSIDERATION OF REPAIR TO 10 HIGHWAY FENCE BY KOPPEL FABRICATION:

Mayor Spohn read by title Resolution No. 1599.

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

Mayor Pro-Tem St. John made a motion to approve Resolution No. 1599 authorizing repair of the 10 Highway fence by Koppel Fabrication. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1599 passed and approved August 18, 2025.

RESOLUTION NO. 1600, CONSIDERATION OF ADOPTING THE WRITTEN DECISION OF THE CITY COUNCIL DENYING THE REQUEST FOR REASONABLE ACCOMMODATION SUBMITTED BY OXFORD HOUSE:

Mayor Spohn read by title Resolution No. 1600.

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

Councilman McGovern made a motion to approve Resolution No. 1600 adopting the written decision of the City Council denying the request for reasonable accommodation submitted by Oxford House. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1600 passed and approved August 18, 2025.

ORDINANCE NO. 25-08-03, CONSIDERATION OF ELECTRIC FRANCHISE RENEWAL:

Mayor Spohn read by title Ordinance No. 25-08-03.

Mike Edwards, Ameren Missouri Regional Account Executive briefed the Council of the Ordinance.

Councilman Spear made a motion to place Ordinance No. 25-08-03 renewing an existing franchise and granting for a period of twenty (20) years to Union Electric Company D/B/A Ameren Missouri, a corporation, its successors and assigns, a non-exclusive franchise, right, permission and authority to construct, reconstruct, excavate for, place, maintain, operate, and use all equipment, facilities, devices, materials, apparatus or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, poles, towers, wires, conduits, conductors, manholes, transformers underground vaults, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges, and other public places in the City of Excelsior Springs and areas dedicated to the city for public

utility use, for the purpose of transmitting, furnishing and distributing electricity within and through said city, prescribing the terms and conditions of such grant, imposing certain obligations upon the grantee, its successors and assigns, successively, in connection therewith, on second reading. Motion was seconded by Mayor Pro-Tem St. John.

Roll Call of Votes: Ayes: McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-08-03.

Mayor Pro-Tem St. John made a motion to approve Ordinance No. 25-08-03 renewing an existing franchise and granting for a period of twenty (20) years to Union Electric Company D/B/A Ameren Missouri, a corporation, its successors and assigns, a non-exclusive franchise, right, permission and authority to construct, reconstruct, excavate for, place, maintain, operate, and use all equipment, facilities, devices, materials, apparatus or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, poles, towers, wires, conduits, conductors, manholes, transformers underground vaults, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges, and other public places in the City of Excelsior Springs and areas dedicated to the city for public utility use, for the purpose of transmitting, furnishing and distributing electricity within and through said city, prescribing the terms and conditions of such grant, imposing certain obligations upon the grantee, its successors and assigns, successively, in connection therewith. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

Ordinance No. 25-08-03 passed and approved August 18, 2025.

ORDINANCE NO. 25-08-04, CONSIDERATION OF STREET LIGHT CONTRACT:

Mayor Spohn read by title Ordinance No. 25-08-04.

Mike Edwards, Ameren Missouri Regional Account Executive briefed the Council of the Ordinance.

Councilman McGovern made a motion to place Ordinance No. 25-08-04 providing for lighting by electricity of streets, avenues, alleys, and other public places in the City of Excelsior Springs, in the State of Missouri, and other electric service requirements of the city, by contract, setting forth the terms of the proposed contract between the city and Union Electric Company D/B/A Ameren Missouri, its successors and assigns, and permitting said company to erect, operate, and maintain poles, lines, wires, cables, transformers, and other appliances in the streets and all other public places, necessary for and appurtenant to the performance of said contract as described herein, on second reading. Motion was seconded by Mayor Pro-Tem St. John.

Roll Call of Votes: Ayes: McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-08-04.

Councilman Spear made a motion to approve Ordinance No. 25-08-04 providing for lighting by electricity of streets, avenues, alleys, and other public places in the City of Excelsior Springs, in the State of Missouri, and other electric service requirements of the city, by contract, setting forth the terms of the proposed contract between the city and Union Electric Company D/B/A Ameren Missouri, its successors and assigns, and permitting said company to erect, operate, and maintain poles, lines, wires, cables, transformers, and other appliances in the streets and all other public places, necessary for and appurtenant to the performance of said contract as described herein. Motion was seconded by Councilman McGovern.

Roll Call of Votes: Ayes: Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

Ordinance No. 25-08-04 passed and approved August 18, 2025.

JULY REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Spohn read by title the Consideration.

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

The expenditure lists and payroll for July 2025 and the July revenue report were made available for review.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. I have nothing.

Councilman Renne:

1. Absent.

Councilman McGovern:

1. No comment, other than we had a nice employee appreciation luncheon last week with Shannon Stroud leading the charge. She did a great job with all of her team, Kimberly and everybody. It was a great event, great meal, and everything was great.

Councilman Spear:

1. Fantastic BBQ Contest weekend. Before that, we went to the soft opening for the VFW Bingo Friday night and ran into Wyanda Talley who I used to watch intently and got most of my piano inspiration from. It was a serendipitous moment. The whole weekend was phenomenal. I know Lyndsey Baxter and her team work extra hard to pull all of that together and it is reflective in the quality of everything that goes on, so I appreciate all of that.

Mayor Pro-Tem St. John:

1. Janet Morehead has been here 39 years with Parks and Rec, which is a very cool accomplishment.
2. Something that clicked Friday night while eating supper at the Golf Course, the age of golfers is lowering and a lot younger golfers are coming in to play. I'm not a golfer, but appreciate those that have that skill. The fact that we are seeing younger kids get involved, anything that gets them outdoors is worth-while as far as I'm concerned. That was significant in itself. Parks and Rec also offers a lot of programs that gives all ages something to do.

Mayor Spohn:

1. The BBQ Festival was another success and great time. I had the privilege of welcoming all the competition teams here at the Hall of Waters and got to use a few BBQ competition jokes. What kind of grill does a spider BBQ on? A Webber. In all seriousness, I ran into a competitor that had a massage. He said it was horrible, but that was his fault. He asked for a dry rub.

MOTION TO ADJOURN:

Mayor Pro-Tem St. John motioned to adjourn the Regular City Council Meeting of August 18, 2025. Councilman Spear seconded. All in favor; motion carried.

The Regular City Council meeting of August 18, 2025 adjourned at 6:32 pm.

ATTEST:

MARK D. SPOHN, MAYOR

SHANNON STROUD, CITY CLERK



Sept 2, 2025

To the Mayor, Members of the City Council of the City of Excelsior Springs, Missouri

State law requires that every general-purpose local government publish a complete set of audited financial statements. The Annual Financial Report (AFR) of the City of Excelsior Springs, Missouri (the City), for the fiscal year ended September 30, 2022 is in final compliance review. An additional audit for Federal Compliance is required when the City receives federal funds greater than \$750,000. This comprehensive organization-wide examination specifically focuses on federal programs the City receives and spends funds on, verifying compliance with federal rules and regulations regarding those funds (grants). Drafts of both are submitted at this time with final copies to be provided when available to fulfill State and Federal requirements. These reports were prepared by external auditor, Forvis Mazars, LLP CPA and advisory firm, in close cooperation with the City's Finance Department.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed the anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Profile of the Government

The City of Excelsior Springs is a city of the third-class and operates under the manager-council form of government. Policy-making and legislative authority are vested in the five-member City Council whose members are elected at large. The Mayor and Mayor pro tem are elected by the City Council from amongst its members and serve a one-year term. The City Council appoints the City Manager who serves as the chief administrative officer of the City.

The City of Excelsior Springs provides a full range of services including police and fire protection, and emergency medical service, water, sanitation service, traffic regulation and municipal court service, construction and maintenance of city streets and bridges, and recreational activities. This report presents data for the financial reporting entity, which includes all departments, funds, boards, and commissions of the primary government (the City, as legally defined), as well as all of its component units. Component units are legally separate entities for which the City is financially accountable. The component unit of the City is the City Hospital, which is a discretely presented component unit.

The Excelsior Springs R-40 School District and the Excelsior Springs Housing Authority do not meet the criteria for inclusion in the financial reporting entity and, accordingly, are not presented in this report.

The preparation of this report would not have been possible without the efficient and dedicated service of the entire staff of the finance department and the assistance of other departments. We wish to express our appreciation to all department members who assisted and contributed to the preparation of this report. Credit also must be given to the City Manager, the Mayor and the City Council for their support for maintaining the highest standards of professionalism in the management of the City of Excelsior Springs' finances.

Respectfully submitted,

Vonda Floyd
Finance Director

City of Excelsior Springs, Missouri

Annual Financial Report

Year Ended September 30, 2022

DRAFT

9.2.2025

Contents

Table of contents	i-ii
-------------------	------

Financial Section	
--------------------------	--

Independent auditor's report	1-3
Basic financial statements:	
Statement of net position	4-5
Statement of activities	6
Balance sheet—governmental funds	7
Reconciliation of total governmental fund balances to net position of governmental activities	8
Statement of revenues, expenditures and changes in fund balances—governmental funds	9
Reconciliation of the statement of revenues, expenditures and changes in fund balances of governmental funds to the statement of activities	10
Statement of revenues, expenditures and changes in fund balances—budget and actual—General Fund	11
Statement of revenues, expenditures and changes in fund balances—budget and actual—Community Center Sales Tax Fund	12
Statement of revenues, expenditures and changes in fund balances—budget and actual—Grant and Federal Funds	13
Statement of net position—enterprise funds	14-15
Statement of revenues, expenses and changes in fund net position—enterprise funds	16
Statement of cash flows—enterprise funds	17-18
Statement of fiduciary net position—custodial funds	19
Statement of changes in fiduciary net position—custodial funds	20
Notes to basic financial statements	21-52
Required supplementary information (unaudited):	
Local Government Employees Retirement System:	
Schedule of Changes in Net Pension Liability and Related Ratios	53
Schedule of City Contributions	54
Supplementary information:	
Nonmajor funds:	
Combining balance sheet, governmental funds	55
Combining statement of revenues, expenditures and changes in fund balances, governmental funds	56
Combining balance sheet, special revenue funds	57-58
Combining statement of revenues, expenditures and changes in fund balances, special revenue funds	59-60

Contents (Continued)

Financial Section (Continued)

Schedule of revenues, expenditures and changes in fund balances— nonmajor special revenue funds—budget to actual	61-65
Schedule of revenues, expenditures and changes in fund balances—nonmajor debt service fund—budget to actual	66
Schedule of revenues, expenditures and changes in fund balances—budget and actual—nonmajor capital improvements funds	67
Combining statement of net position—nonmajor enterprise funds	68
Combining statement of revenues, expenses and changes in fund net position—nonmajor enterprise funds	69
Combining statement of fiduciary net position—custodial funds	70
Combining statement of changes in fiduciary net position—custodial funds	71

Statistical Section (Unaudited)

Statistical section contents	72
Net position by component	73
Changes in net position	74
Program revenues by function/program	76
Fund balances, governmental funds	77
Changes in fund balances, governmental funds	78
Tax revenues by source, governmental funds	79
Principal sales tax industries	80
Assessed and estimated actual value of taxable property	81
Direct and overlapping property tax rates	82
Principal property taxpayers	83
Property tax levies and collections	84
Ratios of net general bonded debt outstanding by type	85
Direct and overlapping governmental activities debt	86
Legal debt margin information	87
Pledged-revenue coverage	88
Demographic and economic statistics	89
Principal employers	90
Full-time equivalent city government employees by functions/programs	91
Operating indicators by function/program	92
Capital asset statistics by function/program	93
Building permits issued (new construction and substantial remodels only)	94
Top 10 water users	95
Water system historical customer information	96
Sewer system historical customer information	97

City of Excelsior Springs, Missouri

Statement of Net Position
September 30, 2022

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Hospital
Assets				
Cash, cash equivalents and investments	\$ 13,858,667	\$ 3,171,647	\$ 17,030,314	\$ 3,309,345
Restricted cash, cash equivalents and investments	6,755,381	1,016,329	7,771,710	96,279
Receivables, net of allowance for:				
Taxes	1,892,902	-	1,892,902	-
Accounts	-	1,024,810	1,024,810	11,646,378
Other	334,372	6,297	340,669	667,154
Due from other governments	1,073,819	-	1,073,819	-
Leases	184,427	114,270	298,697	-
Internal balances	69,294	(69,294)	-	-
Prepaid items	311,247	59,876	371,123	618,927
Other assets	23,000	-	23,000	121,674
Inventory	-	-	-	809,887
Net pension asset	5,534,785	633,790	6,168,575	-
Capital assets:				
Land and construction-in-progress	4,209,640	1,136,537	5,346,177	430,331
Other capital assets, net of depreciation	28,020,081	35,233,227	63,253,308	19,057,931
Total Assets	62,267,615	42,327,489	104,595,104	36,757,906
Deferred Outflows of Resources				
Pension related amounts	396,327	23,867	420,194	-
Deferred refundings	556,454	1,242,701	1,799,155	-
Total deferred outflows of resources	952,781	1,266,568	2,219,349	-

City of Excelsior Springs, Missouri

Statement of Net Position
September 30, 2022

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Hospital
Liabilities				
Accounts payable and accrued expenses	\$ 1,242,460	\$ 164,024	\$ 1,406,484	\$ 7,290,954
Accrued wages	229,255	-	229,255	611,833
Customer deposits	-	687,620	687,620	-
Accrued interest	42,940	64,450	107,390	898,769
Unearned revenue	1,855,905	15,025	1,870,930	1,571,542
Long-term liabilities:				
Due within one year	1,421,006	2,523,354	3,944,360	1,346,575
Due in more than one year	23,306,376	20,552,253	43,858,629	11,365,663
Total liabilities	28,097,942	24,006,726	52,104,668	23,085,336
Deferred Inflows of Resources				
Property taxes	1,739,895	-	1,739,895	-
Leases	184,427	114,270	298,697	-
Pension related amounts	1,051,749	118,562	1,170,311	-
Total deferred inflows of resources	2,976,071	232,832	3,208,903	-
Net Position				
Net investment in capital assets	13,588,536	15,431,503	29,020,039	7,288,618
Restricted for:				
Debt service	1,603,438	-	1,603,438	-
Pension	5,534,785	633,790	6,168,575	-
Parks and recreation	1,204,133	-	1,204,133	-
Capital projects	3,646,892	-	3,646,892	1,114
Planning and development	3,136,583	-	3,136,583	-
Public safety	1,117,901	-	1,117,901	-
Permanent fund:				
Nonexpendable	217,180	-	217,180	-
Expendable	40,640	-	40,640	-
Other	23,000	-	23,000	94,111
Unrestricted	2,033,295	3,289,206	5,322,501	6,288,727
Total net position	\$ 32,146,383	\$ 19,354,499	\$ 51,500,882	\$ 13,672,570

City of Excelsior Springs, Missouri

Statement of Activities
Year Ended September 30, 2022

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position			Component Unit
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Total	
					Governmental Activities	Business-Type Activities		
Hospital								
Primary Government								
Governmental activities:								
General government	\$ (1,590,523)	\$ 147,489	\$ -	\$ -	\$ (1,443,034)	\$ -	\$ (1,443,034)	\$ -
Public safety	(5,843,319)	1,245,183	7,306	-	(4,590,830)	-	(4,590,830)	-
Public works	(1,827,230)	312,733	889,528	694,935	69,966	-	69,966	-
Community betterment	(838,076)	-	103,315	308,288	(426,473)	-	(426,473)	-
Cemetery operations	(87,684)	74,255	-	-	(13,429)	-	(13,429)	-
Recreational activities	(3,779,957)	1,300,685	-	-	(2,479,272)	-	(2,479,272)	-
Interest and fiscal charges	(567,933)	-	-	-	(567,933)	-	(567,933)	-
Total governmental activities	(14,534,722)	3,080,345	1,000,149	1,003,223	(9,451,005)	-	(9,451,005)	-
Business-type activities:								
Water	(3,351,992)	4,527,183	-	-	-	1,175,191	1,175,191	-
Pollution control	(3,117,666)	3,771,469	-	218,374	-	872,177	872,177	-
Golf	(1,191,321)	1,089,726	-	-	-	(101,595)	(101,595)	-
Airport	(37,738)	13,807	-	-	-	(23,931)	(23,931)	-
Refuse	(982,892)	1,137,353	-	-	-	154,461	154,461	-
Total business-type activities	(8,681,609)	10,539,538	-	218,374	-	2,076,303	2,076,303	-
Total primary government	\$ (23,216,331)	\$ 13,619,883	\$ 1,000,149	\$ 1,221,597	(9,451,005)	2,076,303	(7,374,702)	-
Component unit—hospital	\$ (46,611,284)	\$ 47,600,027	\$ 2,828,577	\$ -	-	-	-	3,817,320
General Revenues								
Taxes:								
Property taxes, levied for general purposes					2,048,639	-	2,048,639	349,680
Sales and use tax					8,434,293	-	8,434,293	-
Franchise tax					1,285,932	-	1,285,932	-
Cigarette tax					85,609	-	85,609	-
Railroad and utility/financial institution tax					103,815	-	103,815	-
Grants from other governments					520,950	-	520,950	-
Investment earnings					98,593	26,771	125,364	24,710
Miscellaneous					409,856	-	409,856	-
Gain on disposal of capital assets					42,944	-	42,944	-
Transfers					82,890	(82,890)	-	-
Total general revenues and transfers					13,113,521	(56,119)	13,057,402	374,390
Changes in net position					3,662,517	2,020,184	5,682,701	4,191,710
Net position, beginning					28,483,866	17,334,315	45,818,181	9,480,860
Net position, ending					\$ 32,146,383	\$ 19,354,499	\$ 51,500,882	\$ 13,672,570

City of Excelsior Springs, Missouri

Balance Sheet
Governmental Funds
September 30, 2022

	General	Community Center Sales Tax	Community Center Project Fund	Grant and Federal Funds	Nonmajor Governmental Funds	Total Governmental Funds
Assets						
Cash, cash equivalents and investments	\$ 1,064,330	\$ 2,453,217	\$ -	\$ 1,577,869	\$ 8,763,251	\$ 13,858,667
Receivables, net of allowance for uncollectibles of \$365,761:						
Property taxes	1,125,096	-	-	-	626,135	1,751,231
Franchise taxes	141,671	-	-	-	-	141,671
Leases	184,427	-	-	-	-	184,427
Other	334,372	-	-	-	-	334,372
Due from other governments	293,118	212,962	-	216,491	351,248	1,073,819
Prepaid items	228,698	-	57,132	-	25,417	311,247
Other assets	-	-	-	-	23,000	23,000
Due from other funds	981,334	-	-	-	-	981,334
Restricted cash and cash equivalents	131,447	-	5,838,263	-	583,995	6,553,705
Restricted investments	-	-	-	-	201,676	201,676
Total assets	\$ 4,484,493	\$ 2,666,179	\$ 5,895,395	\$ 1,794,360	\$ 10,574,722	\$ 25,415,149
Liabilities, Deferred Inflows of Resources and Fund Balance						
Liabilities:						
Accounts payable and accrued expenses	\$ 179,623	\$ 258	\$ 183,410	\$ 241,354	\$ 637,815	\$ 1,242,460
Due to other funds	-	-	838,849	-	73,191	912,040
Accrued wages	229,255	-	-	-	-	229,255
Unearned revenue	-	-	-	1,855,305	600	1,855,905
Total liabilities	408,878	258	1,022,259	2,096,659	711,606	4,239,660
Deferred inflows of resources, unavailable revenue - property taxes	1,112,995	-	-	-	626,900	1,739,895
Deferred inflows of resources, unavailable revenue - other revenue	116,979	-	-	-	-	116,979
Deferred inflows of resources, unavailable revenue - leases	184,427	-	-	-	-	184,427
Deferred inflows of resources, unavailable revenue - grants	-	-	-	216,491	-	216,491
	1,414,401	-	-	216,491	626,900	2,257,792
Fund balance:						
Nonspendable	297,992	-	57,132	-	242,419	597,543
Restricted	131,447	2,665,921	4,816,004	-	8,993,797	16,607,169
Unassigned	2,231,775	-	-	(518,790)	-	1,712,985
Total fund balance	2,661,214	2,665,921	4,873,136	(518,790)	9,236,216	18,917,697
Total liabilities, deferred inflows of resources and fund balance	\$ 4,484,493	\$ 2,666,179	\$ 5,895,395	\$ 1,794,360	\$ 10,574,722	\$ 25,415,149

DRAFT
9.2.2025

City of Excelsior Springs, Missouri

Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities
September 30, 2022

Total governmental fund balances		\$ 18,917,697
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds		32,229,721
LAGERS net pension asset is not a financial resource and therefore is not reported in the governmental funds		5,534,785
Some of the City's revenues will be collected after year end, are not available to pay for current period expenditures and, therefore, are recorded as unavailable revenues in the funds		333,470
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental funds. Long-term liabilities at year-end consist of the following:		
Accrued compensated absences	\$ (577,441)	
Accrued interest on long-term debt	(42,940)	
Deferred loss on refunding	556,454	
Certificates of participation, including premiums and discounts	(7,765,000)	
Bonds payable, including premiums and discounts	(16,384,941)	(24,213,868)
Pension related deferred outflows and deferred inflows of resources are not due and payable in the current year or current financial resources and, therefore, are not reported in the governmental funds:		
Deferred outflows of resources—pension related amounts	396,327	
Deferred inflows of resources—pension related amounts	(1,051,749)	(655,422)
Net position of governmental activities		<u><u>\$ 32,146,383</u></u>

City of Excelsior Springs, Missouri

**Statement of Revenues, Expenditures and Changes in Fund Balances—
Governmental Funds
Year Ended September 30, 2022**

	General	Community Center Sales Tax	Community Center Project Fund	Grant and Federal Funds	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:						
Taxes and franchise fees	\$ 5,016,084	\$ 2,244,873	\$ -	\$ -	\$ 4,697,331	\$ 11,958,288
Licenses, permits and fees	288,001	-	-	-	-	288,001
Intergovernmental	926,294	-	-	1,283,488	98,049	2,307,831
Charges for services	1,268,186	-	-	-	1,377,511	2,645,697
Fines and forfeitures	164,653	-	-	-	-	164,653
Investment earnings	27,500	16,819	11,721	-	42,553	98,593
Miscellaneous	296,699	-	-	-	113,157	409,856
Total revenues	7,987,417	2,261,692	11,721	1,283,488	6,328,601	17,872,919
Expenditures:						
Current:						
General government:						
Administration	113,838	-	-	-	151,994	265,832
City manager/council	678,693	-	-	-	-	678,693
Finance administration	508,484	-	-	-	-	508,484
Human resources	114,362	-	-	-	-	114,362
Building operations	111,104	-	-	-	-	111,104
Public works, street operations	972,577	-	-	-	62,034	1,034,611
Public safety:						
Police department	2,990,825	-	-	-	149,929	3,140,754
Municipal courts	128,594	-	-	-	-	128,594
Fire department	2,760,397	-	-	-	-	2,760,397
Cemetery operations	-	-	-	-	87,684	87,684
Recreational activities, parks and recreation	-	-	701,005	-	2,558,007	3,259,012
Community betterment:						
Transportation activities	279,748	-	-	-	-	279,748
Community development	524,797	-	-	-	119,083	643,880
Health and welfare	-	-	-	-	-	-
Capital outlay	330,897	-	1,153,169	1,010,882	1,784,936	4,279,884
Debt service:						
Principal	-	-	-	-	1,170,000	1,170,000
Interest	-	-	-	-	563,067	563,067
Trustee fees	-	-	-	-	5,123	5,123
Total expenditures	9,514,316	-	1,854,174	1,010,882	6,651,857	19,031,229
Excess (deficiency) of revenues over expenditures	(1,526,899)	2,261,692	(1,842,453)	272,606	(323,256)	(1,158,310)
Other financing sources (uses):						
Proceeds from sale of capital assets	244	-	-	-	42,700	42,944
Transfers in	1,819,113	-	-	203,266	3,008,193	5,030,572
Transfers out	(298,479)	(2,473,832)	-	(913,592)	(1,261,779)	(4,947,682)
Total other financing sources (uses)	1,520,878	(2,473,832)	-	(710,326)	1,789,114	125,834
Net change in fund balance	(6,021)	(212,140)	(1,842,453)	(437,270)	1,465,858	(1,032,476)
Fund balances, beginning	2,667,235	2,878,061	6,715,589	(81,070)	7,770,358	19,950,173
Fund balances, ending	\$ 2,661,214	\$ 2,665,921	\$ 4,873,136	\$ (518,790)	\$ 9,236,216	\$ 18,917,697

City of Excelsior Springs, Missouri

**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of
Governmental Funds to the Statement of Activities
Year Ended September 30, 2022**

Total net change in fund balances - governmental funds	\$ (1,032,476)
--	----------------

**Amounts reported for governmental activities in the statement of activities are
different because:**

Capital outlays to purchase or build capital assets are reported in governmental funds as expenditures.

However, for governmental activities, those costs are shown in the statement of net position and allocated over their estimated useful lives as annual depreciation expense in the statement of activities.

Depreciation	(1,973,926)
Capital outlays	4,039,666

The net effect of various miscellaneous transactions involving capital assets (<i>i.e.</i> , sales, trade-ins, donations and disposals) is to increase/decrease net position:	(42,652)
--	----------

Revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the governmental funds.	234,527
--	---------

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds:

Change in compensated absences	(10,006)
Pension related amounts, pension expense	1,321,789

The issuance of long-term debt (*e.g.*, bonds, loans, leases) provides current resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. In the statement of activities, interest is accrued on outstanding bonds, whereas in the governmental funds an interest expenditure is reported when due. The following is the detail of the net effect of these differences in the treatment of long-term debt and related items:

Repayment of principal of long-term debt	1,170,000
Interest	(257)
Deferred loss on refunding	(44,148)

Change in net position of governmental activities	<u>\$ 3,662,517</u>
--	----------------------------

City of Excelsior Springs, Missouri

**Statement of Revenues, Expenditures and Changes in Fund Balances—
Budget and Actual General Fund
Year Ended September 30, 2022**

	General Fund			Variance with
	Original Budget	Final Budget	Actual	Final Budget
Revenues:				
Taxes and franchise fees	\$ 4,597,550	\$ 4,921,738	\$ 5,016,084	\$ 94,346
Licenses, permits and fees	339,605	266,737	288,001	21,264
Intergovernmental	713,400	924,455	926,294	1,839
Charges for services	1,020,300	1,618,160	1,268,186	(349,974)
Fines and forfeitures	258,550	181,200	164,653	(16,547)
Investment earnings	26,000	26,000	27,500	1,500
Miscellaneous	248,100	270,884	296,699	25,815
Total revenues	7,203,505	8,209,174	7,987,417	(221,757)
Expenditures:				
Current:				
General government:	1,508,141	1,563,940	1,526,481	(37,459)
Public works	555,831	853,543	972,577	119,034
Public safety	5,668,817	5,833,226	5,879,816	46,590
Community betterment:				
Transportation activities	284,965	269,965	279,748	9,783
Community development	570,054	523,858	524,797	939
Capital outlay	-	-	330,897	330,897
Total expenditures	8,587,808	9,044,532	9,514,316	469,784
Excess (deficiency) of revenues over expenditures	(1,384,303)	(835,358)	(1,526,899)	(691,541)
Other financing sources (uses):				
Proceeds from sale of capital assets	-	-	244	244
Transfers in	1,434,304	1,487,534	1,819,113	331,579
Transfers out	(50,000)	(84,486)	(298,479)	(213,993)
Total other financing sources (uses)	1,384,304	1,403,048	1,520,878	117,830
Net change in fund balance	\$ 1	\$ 567,690	(6,021)	\$ (573,711)
Fund balances, beginning			2,667,235	
Fund balances, ending			\$ 2,661,214	

City of Excelsior Springs, Missouri

**Statement of Revenues, Expenditures and Changes in Fund Balances—
Budget and Actual Community Center Sales Tax Fund
Year Ended September 30, 2022**

	Community Center Sales Tax Fund			Variance with
	Original Budget	Final Budget	Actual	Final Budget
Revenues:				
Taxes and franchise fees	\$ 2,085,000	\$ 2,244,873	\$ 2,244,873	\$ -
Investment earnings	-	-	16,819	16,819
Miscellaneous	1,000	1,000	-	(1,000)
Total revenues	<u>2,086,000</u>	<u>2,245,873</u>	<u>2,261,692</u>	<u>15,819</u>
Expenditures, general government	-	-	-	-
Excess (deficiency) of revenues over expenditures	<u>2,086,000</u>	<u>2,245,873</u>	<u>2,261,692</u>	<u>15,819</u>
Other financing uses, transfers out				
Issuance of debt	(1,401,000)	(2,474,832)	(2,473,832)	1,000
Net change in fund balance	<u>\$ 685,000</u>	<u>\$ (228,959)</u>	<u>(212,140)</u>	<u>\$ 16,819</u>
Fund balances, beginning			2,878,061	
Fund balances, ending			<u>\$ 2,665,921</u>	

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

**Statement of Revenues, Expenditures and Changes in Fund Balances—
Budget and Actual Grant and Federal Funds
Year Ended September 30, 2022**

	Grants and Federal Funds			Variance with
	Original Budget	Final Budget	Actual	Final Budget
Revenues:				
Intergovernmental	\$ 1,933,573	\$ 1,961,615	\$ 1,283,488	\$ (678,127)
Total revenues	<u>1,933,573</u>	<u>1,961,615</u>	<u>1,283,488</u>	<u>(678,127)</u>
Expenditures:				
Capital Outlay	1,290,000	1,290,000	1,010,882	(279,118)
Total Expenditures	<u>1,290,000</u>	<u>1,290,000</u>	<u>1,010,882</u>	<u>(279,118)</u>
Excess (deficiency) of revenues over expenditures	<u>643,573</u>	<u>671,615</u>	<u>272,606</u>	<u>(399,009)</u>
Other financing sources (uses):				
Transfers In	-	203,266	203,266	-
Transfers out	(310,000)	(310,000)	(913,592)	(603,592)
Total other financing sources (uses)	<u>(310,000)</u>	<u>(106,734)</u>	<u>(710,326)</u>	<u>(603,592)</u>
Net change in fund balance	<u>\$ 333,573</u>	<u>\$ 564,881</u>	<u>(437,720)</u>	<u>\$ (1,002,601)</u>
Fund balances, beginning			(81,070)	
Fund balances, ending			<u>\$ (518,790)</u>	

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

Statement of Net Position
Enterprise Funds
September 30, 2022

	Water	Pollution Control	Nonmajor Enterprise Funds	Total Enterprise Funds
Assets				
Current assets:				
Cash, cash equivalents and investments	\$ 1,855,069	\$ 919,409	\$ 397,169	\$ 3,171,647
Accounts receivable, utility accounts net of allowance for uncollectibles of \$22,126	500,248	414,124	116,735	1,031,107
Prepaid items	27,780	27,198	4,898	59,876
Total current assets	2,383,097	1,360,731	518,802	4,262,630
Noncurrent assets:				
Restricted cash	743,502	272,827	-	1,016,329
Lease receivable	114,270	-	-	114,270
Net pension asset	348,584	266,192	19,014	633,790
Capital assets:				
Land	131,849	799,000	205,688	1,136,537
Land improvements	22,350	-	1,546,127	1,568,477
Buildings and improvements	4,927,207	138,587	1,931,801	6,997,595
Operating equipment	366,883	539,074	1,201,628	2,107,585
Furniture and office equipment	121,016	-	27,000	148,016
Vehicles	528,755	933,728	-	1,462,483
Infrastructure	23,542,207	32,505,344	-	56,047,551
Total capital assets	29,640,267	34,915,733	4,912,244	69,468,244
Less accumulated depreciation	14,860,190	15,596,772	2,641,518	33,098,480
Net capital assets	14,780,077	19,318,961	2,270,726	36,369,764
Total noncurrent assets	15,986,433	19,857,980	2,289,740	38,134,153
Total assets	18,369,530	21,218,711	2,808,542	42,396,783
Deferred Outflows of Resources				
Pension related amounts	13,127	10,024	716	23,867
Deferred charge on refunding	455,711	786,990	-	1,242,701
Total deferred outflows of resources	468,838	797,014	716	1,266,568

City of Excelsior Springs, Missouri

Statement of Net Position
Enterprise Funds
September 30, 2022

	Water	Pollution Control	Non Major Enterprise Funds	Total Enterprise Funds
Liabilities				
Current liabilities:				
Accounts payable and accrued expenses	\$ 108,193	\$ 52,517	\$ 3,314	\$ 164,024
Customer deposits, payable from restricted assets	687,620	-	-	687,620
Accrued interest	23,400	41,050	-	64,450
Unearned revenues	-	-	15,025	15,025
Current portion of:				
Compensated absences	17,574	27,008	20,584	65,166
Financed Purchase	-	133,348	-	133,348
Certificates of participation	1,199,529	1,125,311	-	2,324,840
Total current liabilities	2,036,316	1,379,234	38,923	3,454,473
Noncurrent liabilities:				
Compensated absences	28,233	24,156	-	52,389
Due to other funds	-	-	69,294	69,294
Financed Purchase	-	280,324	-	280,324
Certificates of participation, net	6,908,898	13,310,642	-	20,219,540
Total noncurrent liabilities	6,937,131	13,615,122	69,294	20,621,547
Total liabilities	8,973,447	14,994,356	108,217	24,076,020
Deferred Inflows of Resources				
Leases	114,270	-	-	114,270
Pension related amounts	65,209	49,796	3,557	118,562
	179,479	49,796	3,557	232,832
Net Position				
Net investment in capital assets	7,207,929	5,952,848	2,270,726	15,431,503
Restricted for pension	348,584	266,192	19,014	633,790
Unrestricted	2,128,929	752,533	407,744	3,289,206
Total net position	\$ 9,685,442	\$ 6,971,573	\$ 2,697,484	\$ 19,354,499

City of Excelsior Springs, Missouri

Statement of Revenues, Expenses and Changes in Fund Net Position

Enterprise Funds

Year Ended September 30, 2022

	Water	Pollution Control	Nonmajor Enterprise Funds	Total Enterprise Funds
Operating revenues:				
Charges for services	\$ 4,477,641	\$ 3,762,736	\$ 2,171,911	\$ 10,412,288
Rental income	45,735	6,750	13,807	66,292
Other	3,807	1,983	55,168	60,958
Total operating revenues	4,527,183	3,771,469	2,240,886	10,539,538
Operating expenses:				
Personnel services	861,947	639,831	713,496	2,215,274
Contractual and professional services	488,736	225,691	1,261,176	1,975,603
Utilities	202,205	333,615	30,672	566,492
Maintenance and repairs	768,621	348,217	51,282	1,168,120
Depreciation	702,744	1,017,054	155,325	1,875,123
Total operating expenses	3,024,253	2,564,408	2,211,951	7,800,612
Operating income	1,502,930	1,207,061	28,935	2,738,926
Nonoperating revenue (expense):				
Investment earnings	12,704	10,742	3,325	26,771
Interest expense	(327,739)	(553,258)	-	(880,997)
Total nonoperating revenue (expense)	(315,035)	(542,516)	3,325	(854,226)
Income before capital contributions and transfers	1,187,895	664,545	32,260	1,884,700
Capital contribution	-	218,374	-	218,374
Transfers in	-	494,477	70,874	565,351
Transfers out	(368,327)	(195,728)	(84,186)	(648,241)
	(368,327)	517,123	(13,312)	135,484
Change in net position	819,568	1,181,668	18,948	2,020,184
Total net position, beginning	8,865,874	5,789,905	2,678,536	17,334,315
Total net position, ending	\$ 9,685,442	\$ 6,971,573	\$ 2,697,484	\$ 19,354,499

City of Excelsior Springs, Missouri

Statement of Cash Flows — Enterprise Funds
Year Ended December 31, 2022

	Water	Pollution Control	Nonmajor Enterprise Funds	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash collected from customers	\$ 4,471,018	\$ 3,767,083	\$ 2,179,420	\$ 10,417,521
Cash from other operating revenue	27,983	1,983	55,168	85,134
Cash paid to suppliers for goods and services	(1,444,618)	(876,585)	(1,324,261)	(3,645,464)
Cash paid to employees for services	(909,717)	(608,670)	(683,881)	(2,202,268)
Net cash provided by operating activities	2,144,666	2,283,811	226,446	4,654,923
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Increase (decrease) in advances from other funds	-	(90,163)	(1,264)	(91,427)
Transfers out	(368,327)	298,749	(13,312)	(82,890)
Net cash proved by (used in) noncapital financing activities	(368,327)	208,586	(14,576)	(174,317)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition and construction of capital assets	(87,313)	(493,870)	(59,096)	(640,279)
Principal paid on certificates of participation	(1,050,000)	(975,000)	-	(2,025,000)
Interest paid on capital debt and leases	(403,731)	(610,465)	-	(1,014,196)
Net cash used in capital and related financing activities	(1,541,044)	(2,079,335)	(59,096)	(3,679,475)
CASH FLOWS FROM INVESTING ACTIVITIES				
Investment income	12,704	10,742	3,325	26,771
Net cash provided by investing activities	12,704	10,742	3,325	26,771
Net increase in cash and cash equivalents	247,999	423,804	156,099	827,902
Cash and cash equivalents, beginning of year	2,350,572	768,432	241,070	3,360,074
Cash and cash equivalents, end of year	\$ 2,598,571	\$ 1,192,236	\$ 397,169	\$ 4,187,976

City of Excelsior Springs, Missouri

Statement of Cash Flows — Enterprise Funds
Year Ended December 31, 2022

	Water	Pollution Control	Nonmajor Enterprise Funds	Total
Components of cash and cash equivalents				
Unrestricted	\$ 1,855,069	\$ 919,409	\$ 397,169	\$ 3,171,647
Restricted	743,502	272,827	-	1,016,329
	<u>\$ 2,598,571</u>	<u>\$ 1,192,236</u>	<u>\$ 397,169</u>	<u>\$ 4,187,976</u>
Reconciliation of operating income to net cash provided by operating activities:				
Operating income	\$ 1,502,930	\$ 1,207,061	\$ 28,935	\$ 2,738,926
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation expense	702,744	1,017,054	155,325	1,875,123
Changes in assets and liabilities:				
Receivables, net	(52,358)	(2,403)	(6,298)	(61,059)
Net pension asset	673	67,542	74,121	142,336
Deferred inflows - pensions	(123,149)	(130,191)	(46,672)	(300,012)
Deferred outflows - pensions	(2,315)	308	2,167	160
Deferred charge on refunding	77,021	93,503	-	170,524
Customer deposits	24,176	-	-	24,176
Inventory and other prepayments	15,408	4,888	18,124	38,420
Accounts payable and accrued liabilities	(464)	26,049	744	26,329
Total adjustments	<u>641,736</u>	<u>1,076,750</u>	<u>197,511</u>	<u>1,915,997</u>
Net cash provided by operating activities	<u>\$ 2,144,666</u>	<u>\$ 2,283,811</u>	<u>\$ 226,446</u>	<u>\$ 4,654,923</u>
Noncash activities				
Contribution of capital assets	\$ -	\$ 218,374	\$ -	\$ 218,374
Financed purchase of capital assets	-	413,672	-	413,672

City of Excelsior Springs, Missouri

**Statement of Fiduciary Net Position — Custodial Funds
September 30, 2022**

Assets

Cash and cash equivalents	\$ 2,061,198
Taxes receivable	<u>160</u>
	<u>2,061,358</u>

Liabilities

Due to other governments	<u>1,522,481</u>
Net position restricted for other governments and organizations	<u><u>\$ 538,877</u></u>

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

**Statement of Changes in Fiduciary Net Position
Year Ended September 30, 2022**

	<u>Custodial Funds</u>
Additions	
Taxes	\$ 569,859
Deductions	
Payments to other organizations	<u>776,556</u>
Change in net position	(206,697)
Net position - beginning of year	<u>745,574</u>
Net position - end of year	<u><u>\$ 538,877</u></u>

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies

Reporting entity:

The City of Excelsior Springs, Missouri (the City) was formed in 1880 and covers an area of approximately 16 square miles in Clay and Ray Counties, Missouri. Excelsior Springs is a city of the third class and operates under the council-manager form of government. The City Manager is the chief administrative officer of the City. The City provides services to its estimated 11,500 residents in many areas, including law enforcement, fire protection, a hospital, paramedic services, water and sewer services, community enrichment and development, and various social services. Elementary, secondary and junior college education services are provided by various school districts, all of which are separate governmental entities.

The City's reporting entity consists of the primary government, as well as its component units, which are legally separate organizations for which the elected officials of the primary government are financially accountable. Financial accountability is defined as appointment of a voting majority of the component unit's board and either (a) the ability to impose will by the primary government or (b) the possibility the component unit will provide a financial benefit or impose a financial burden on the primary government.

The accompanying financial statements present the City (the primary government) and its component units. The financial data of the component units are included in the City's reporting entity because of the significance of their operational or financial relationships with the City.

Blended component unit: The Facilities Authority serves all the citizens of the City and is governed by a five-member board established by the City Council. The Authority was established to promote, acquire, develop, construct, own, operate, maintain and lease facilities within the City, which are approved by the City Council for the purpose of promoting the economic, social, industrial, cultural and commercial growth and for the general benefit of the City and its residents. Administration of its various programs is performed by City employees. Although it is legally separate from the City, the Authority is reported as if it were part of the primary government because its Board is substantively the same as the City Council and the Administration, and its sole purpose is to finance and construct the City's public buildings. The Facilities Authority is reported with the Debt Service Fund. The Facilities Authority has been dormant since the bonds issued under the Facilities Authority name were paid off in 2015.

Discretely presented component unit: The City Hospital is a municipally owned hospital controlled by the Hospital Board, which is appointed by the City Council. City Council must approve bond issuances, but they do not take action on user charges or budget approvals. The financial statements of the City Hospital are audited by other auditors and may be obtained at the Hospital's administrative offices located at 1700 Rainbow Blvd., Excelsior Springs, Missouri 64024. The City Hospital has a September 30 year-end.

Basis of presentation:

Government-wide and fund financial statements: The government-wide financial statements (*i.e.*, the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. However, interfund services provided and used are not eliminated in the process of consolidation. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

Notes to Basic Financial Statements

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not included among program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The focus of fund financial statements is on major funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. Nonmajor funds are aggregated and presented in a single column.

Fund accounting: The accounts of the City are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance/net position, revenues and expenditures or expenses, as appropriate. The City has the following fund types:

Governmental Fund Types: Governmental fund types are those funds through which most governmental functions typically are financed. The acquisition, use and balances of the City's expendable resources and the related liabilities are accounted for through governmental funds. The City reports the following major governmental funds:

General Fund: The General Fund is used to account for and report all financial resources not accounted for and reported in another fund.

Community Center Sales Tax Fund: A Special Revenue Fund, accounts for the receipts and disbursements of sales tax collected for the Community Center.

Community Center Project Fund: A Capital Project Fund, accounts for and reports financial resources that are restricted, committed or assigned for capital projects specific to the community center.

Grant and Federal Funds: A Special Revenue Fund, accounts for the receipts and disbursements of grants and federal awards.

The other governmental funds of the City are considered nonmajor and are as follows:

Special Revenue Funds: Accounts for and reports the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The nonmajor special revenue funds account for the activities of the E-911 Phone Tax Fund, Tax Increment Financing-Paradise Playhouse Fund, Public Safety Sales Tax Fund, Equitable Sharing Fund, Tax Increment Financing-Elms Hotel Fund, Tax Increment Financing – Vintage Development II Fund, Parks and Recreation Fund, the Community Center Operating Fund, the Tax Increment Financing – Golf Course, Walmart/Elms revenue, and Tax Increment Financing-Vintage Development.

Capital Projects Funds: Accounts for and reports financial resources that are restricted, committed or assigned for capital projects. The nonmajor capital projects funds are the Capital Improvements Fund and the Transportation Trust Fund.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Debt Service Fund: Accounts for and reports financial resources that are restricted, committed or assigned to expenditure for principal and interest. The nonmajor debt service fund is the Debt Service Fund.

Permanent Fund: Accounts for and reports resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the City's programs. The nonmajor permanent fund is the Cemetery Fund.

Proprietary Fund Types: Proprietary fund types are used to account for a government's ongoing organizations and activities which are similar to those often found in the private sector. The measurement focus is upon income determination, financial position and cash flows.

Enterprise funds: Are used to account for those operations that are financed and operated in a manner similar to private business or where the City has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability.

The following are the City's major enterprise funds:

Water Fund: Accounts for the activities of the Water Department which operates the City's water plant and provides for the distribution of safe drinking water to the City's residential and commercial customers as well as surrounding communities.

Pollution Control Fund: Accounts for the activities of the Pollution Control (or Sewer) Department which is responsible for maintaining the City's sanitary sewer system.

The other enterprise funds of the City are considered nonmajor and are as follows:

Golf Fund: Accounts for the activities of the Excelsior Springs Municipal Golf Course.

Airport Fund: Accounts for the activities of the City's airport.

Refuse Fund: Accounts for the activities of the City's hazardous waste and other refuse collection.

Fiduciary Fund Types: Fiduciary fund types are used to account for assets held by a governmental unit in a trustee capacity or as an agent for individuals, private organizations, other governmental units and/or other funds. The City has the following fiduciary fund type:

Custodial funds: The City maintains two custodial funds, the Hospital Fund and the Road District Fund. Fiduciary funds are used to report assets held in a trustee or agency capacity for others. Since by definition their assets are being held for the benefit of a third party and cannot be used to support activities or obligations of the City, these funds are not incorporated into the government-wide statements.

Measurement focus and basis of accounting:

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary funds and the custodial funds. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Notes to Basic Financial Statements

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 30 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pensions and claims and judgments, are recorded only when payment is due.

In applying the susceptible to accrual concept to intergovernmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidance. There are, however, essentially two types of these revenues. In one, monies must be expended on the specific purpose or project before any amounts will be paid to the City; therefore, revenues are recognized based upon the expenditures recorded and the availability criteria. In the other, monies are virtually unrestricted as to purpose of expenditure and are usually revocable only for failure to comply with prescribed requirements. These resources are reflected as revenues at the time of receipt or earlier if the susceptible to accrual criteria are met.

Charges for sales and services (other than utility) and miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned since they are measurable and available.

Property taxes are recognized as a receivable at the time they become an enforceable legal claim. The current taxes receivable represent the 2022 levy plus any uncollected amounts from the 2021 levy and other prior years. Property taxes that are not available for current year operations are shown as a deferred inflow of resources. Property taxes are levied each year on all taxable real and personal property in the City. The City's property tax is levied each October 1 on the assessed value as of the prior January 1. Property taxes are billed in total by November 1 following the levy date and considered delinquent after January 1. On January 1, a lien attaches to all property for which taxes are unpaid.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Summary of significant accounting policies:

The significant accounting policies followed by the City include the following:

Budgets and budgetary accounting: The City Council annually adopts budgets for the general fund, special revenue funds, debt service funds and capital projects funds (excluding the Community Center Project fund, The Walmart/Elms Revenue Fund and the TIV-Vintage Development Fund) of the primary government. All appropriations are legally controlled at the department level for the individual funds. On September 7, 2021, the City Council formally approved the original adopted budget, reflected in the financial statements.

The City follows these procedures in establishing the budgetary data reflected in the basic financial statements:

- The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed operating expenditures, capital expenditures and the means for financing them.
- Public hearings are conducted to obtain comments from all interested parties.
- The budget for the coming year is formally adopted on or before the last day of the current fiscal year.
- The City Manager is authorized to make changes within departments, between departments and between functions within each fund. Changes or transfers at the fund level require approval by the City Council.
- Under Missouri law, expenditures may not legally exceed budgeted appropriations at the fund level. If expenditures for a fund exceed the budget, either the budget must be amended or the City Council must pass a resolution authorizing the expenditures in excess of the budget.

The budgets are integrated into the accounting system, and the budgetary data, as presented in the financial statements for all funds with annual budgets, compare the expenditures with the amended budgets. All budgets are presented on the modified accrual basis of accounting. All annual appropriations lapse at fiscal year-end. Encumbrances are reappropriated for the ensuing year's budget.

Cash and cash equivalents: The City maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is displayed on the statements of net position or balance sheets as "Cash and Cash Equivalents and Investments." In addition, certain resources set aside are classified as restricted assets on the statement of net position or balance sheet because their use is limited by applicable bond covenants. The debt reserve account is used to report resources set aside to subsidize potential deficiencies from the capital projects and special revenue fund's operations that could adversely affect debt service payments. The amount available in Debt Service Fund is used to report resources accumulated for future debt service payments and construction.

Because the City uses the pooled cash investment method, individual fund overdrafts are reclassified as due to/due from other funds or internal balances for financial statement purposes. Income from the investment of pooled cash is allocated to the various funds based on the percentage of cash and temporary investments of each fund to the total pooled cash and temporary investments.

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Investments, except for money market funds and the external investment pool, are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is a market-based measurement, not an entity-specific measurement. For some assets and liabilities, observable market transactions or market information might be available; for others, it might not be available. However, the objective of a fair value measurement in both cases is the same—that is, to determine the price at which an orderly transaction to sell the asset or to transfer the liability would take place between the market and participants at the measurement date under current market conditions. Fair value is an exit price at the measurement date from the perspective of a market participant that controls the asset or is obligated for the liability. Purchases and sales of securities are recorded on a trade-date basis. See Note 2 for additional information regarding fair value measures.

The City's investment in the external investment pool (MOSIP) is not SEC registered and is regulated by the state of Missouri. This external investment pool is reported at amortized cost pursuant to the criteria set forth in GASB Statement No. 79.

Statement of cash flows: For purposes of the statement of cash flows for proprietary fund type funds, all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased are considered to be cash equivalents.

Accounts receivable: Balances result primarily from miscellaneous services provided to citizens and are accounted for in the General Fund and nonmajor governmental funds. Water and sewer services are accounted for in the Water Fund and Pollution Control Fund. Healthcare costs to patients are accounted for in the City Hospital. All are net of an allowance for uncollectibles. The City calculates its allowance for uncollectible accounts using historical collection data and, in certain cases, specific account analysis.

Lease Receivable: The City is lessor for several noncancellable leases for land and tower space and recognizes a related lease receivable and a deferred inflow of resources. At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized over the lease term.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflow of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Prepaid items: Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and the fund financial statements and expenditures are recognized using the consumption method.

Capital assets: Capital assets, which include land, construction-in-progress, land improvements, buildings and improvements, equipment, vehicles and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial cost of more than \$1,000 for equipment and vehicles and \$25,000 for buildings and improvements and infrastructure and an estimated useful life in excess of one year. All land purchases are capitalized. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of the donation.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets of the primary government are depreciated using the straight-line method and the following estimated useful lives:

	<u>Years</u>
Land improvements	10 to 20
Building and improvements	7 to 30
Infrastructure	10 to 40
Operating equipment	3 to 5
Furniture and office equipment	3 to 5
Vehicles	4 to 10

The component unit's policy is similar.

Upon sale or retirement of land, buildings and equipment, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations.

Deferred outflows of resources: In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City has two items that qualify for reporting in this category: unrecognized items not yet charged to pension expense related to the net pension asset, such as the unamortized portion of the net difference between projected and actual plan experience and changes in assumptions, and contributions paid by the City after the measurement date but before the end of the City's reporting period. The City also reports a deferred charge on refunding in the government-wide and proprietary fund statement of net position. A deferred amount of refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Deferred inflows of resources: In addition to liabilities, the statement of net position and balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. In the government-wide and the governmental fund statements, the City reports deferred amounts related to leases. The governmental funds report unavailable revenues from property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

In the City's government-wide statements, the property tax revenues remain as a deferred inflow of resources and will become an inflow in the year for which the taxes are levied. The City's government-wide statements and enterprise fund statements of net position also include the unrecognized items not yet charged against pension expense, such as the unamortized portion of the difference between the expected and actual pension plan experience, changes in assumptions and plan investment returns related to the net pension asset.

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

On the modified accrual basis of accounting, the city has recorded certain receivables where the related revenue is unavailable. Unavailable revenues have been reported as deferred inflows of resources on the governmental funds balance sheet.

Pensions: The net pension asset, deferred outflows and inflows of resources related to pensions, pension expense, information about the fiduciary net position of the Missouri Local Government Employees Retirement System (LAGERS) and additions to/deductions from LAGERS fiduciary net position have been determined on the same basis as they are reported by LAGERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The governmental funds used to liquidate the pension liability for the governmental activities, are each of the governmental funds with allocated salaries.

Compensated absences: Under terms of the City's personnel policy, City employees are granted vacation and sick leave in varying amounts, based on length of service. In the event of termination or separation, an employee is paid for accumulated vacation up to the maximum he/she can earn over a two-year period. Employees are also paid for accumulated sick leave upon termination in an amount equal to one day for every four days in excess of 30 days that have been accrued.

For governmental activities and proprietary fund types, these accumulations are recorded as expenses and liabilities in the fiscal year earned. For governmental fund types, the amount of accumulated unpaid vacation and sick leave, which is payable from available resources, is recorded as a liability of the respective fund only if they have matured, for example, as a result of employee retirements and resignations.

Interfund transactions: Interfund transactions are defined as transactions among City funds that would be treated as revenues and expenditures or expenses if they involved organizations external to City government and are accounted for as revenues and expenditures or expenses in the funds involved.

Transactions, which constitute reimbursements to a fund for expenditures initially made from it which are properly applicable to another fund, are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the reimbursed fund.

Transactions, which constitute the transfer of resources from a fund receiving revenues to a fund through which the revenues are to be expended, are separately reported in the respective funds' operating statements.

Activity between funds that are representative of lending/borrowing arrangements at the end of the fiscal year are referred to as "due to/from other funds" and "advances to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Long-term obligations: In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the debt using a method which approximates the effective interest method. Debt issuance costs are recognized as an expense in the year in which the costs were incurred.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as debt issuance costs, during the current period. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing sources while discounts on debt issuance are reported as other financing uses. Principal payments and debt issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Fund balance: In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable: Amounts which cannot be spent either because they are in a nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors or state or federal laws or imposed by law through constitutional provisions or enabling legislation.

Committed: Amounts which can be used only for specific purposes pursuant to constraints formally imposed by the City Council through ordinance approved prior to year-end. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same action it employed to commit those amounts.

Assigned: Amounts constrained by the City's intent to use them for a specific purpose. It is the City's policy that the authority to assign fund balance has been delegated by the City Council to the Director of Administrative Services. Likewise, the Director of Administrative Services has the authority to take necessary actions to un-assign amounts in this category.

Unassigned: All amounts not included in other spendable classifications. The General Fund is the only fund that would report a positive amount in unassigned fund balance. Residual deficit amounts of other governmental funds would also be reported as unassigned.

When an expenditure is incurred in governmental funds which can be paid using either restricted or unrestricted resources, the City's procedure is to pay the expenditure from restricted fund balance and then from less-restrictive classifications—committed, assigned and then unassigned fund balances.

Net position: Net position represents the difference between assets, deferred outflows of resources and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net investment in capital assets excludes unspent debt proceeds. Unspent debt proceeds for governmental activities were approximately \$5,838,000. Unspent debt proceeds for the Water and Pollution Control enterprise funds were approximately \$123,000 and \$273,000, respectively. Net position is reported as restricted when there are limitations imposed on their use through enabling legislation or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. Net position restricted through enabling legislation or external restrictions consists of \$1,603,438 for debt service, \$3,646,892 for capital projects, \$3,136,583 for planning and development, \$6,168,575 for pension, \$1,204,133 for parks and recreation, \$1,117,901 for public safety, \$23,000 for other, and the permanent fund including \$217,180 and \$40,640 as nonexpendable and expendable.

The City first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 1. Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Use of estimates: The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Revision

Certain immaterial revisions have been made to the 2021 financial statements for revision of capital assets and accumulated depreciation between categories in Note 4. The revision did not have an impact on net capital assets as of September 30, 2021.

Note 2. Deposits and Investments

As of September 30, 2022, the City had the following investments:

Investment Type	Balance	Investment Maturities (in Years)		Fair Value Hierarchy Level
		Less Than 1	1 - 5 years	
Investments at fair value:				
Government agencies	\$ 630,305	\$ 564,664	\$ 65,641	2
Certificates of deposit	556,302	11,302	545,000	2
Municipal securities	29,297	9,930	19,367	2
Fixed income fund	10,772	10,772	-	1
Investments at amortized cost:				
Local government investments pool-MOSIP	2,111,178	-	-	N/A
Total	\$ 3,337,854	\$ 596,668	\$ 630,008	

Fair value measurements: The City categorizes its assets and liabilities measured at fair value within the hierarchy established by generally accepted accounting principles. Assets and liabilities valued at fair value are categorized based on inputs to valuation techniques as follows:

Level 1 input: Quoted prices for identical assets or liabilities in an active market that an entity has the ability to access.

Level 2 input: Inputs—other than quoted prices included with Level 1—that are observable for an asset or liability, either directly or indirectly.

Level 3 input: Inputs that are unobservable for the asset or liability which are typically based upon the City's own assumptions as there is little, if any, related market activity.

Hierarchy: The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs.

Inputs: If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 2. Deposits and Investments (Continued)

The City has no assets reported at fair value on a nonrecurring basis and no other investments meeting the fair value disclosure requirements of Governmental Accounting Standards Board (GASB) Statement No. 72.

Interest rate risk: The City does not have a formal policy that limits investment maturities as a means of limiting its exposure to fair value losses arising from increasing market rates.

Credit risk: Missouri State Statutes authorize the City, with certain restrictions, to deposit funds in open accounts, time deposits and certificates of deposit. Statutes also required that collateral pledged have a fair market value equal to 100% of the funds on deposit, less insured amounts. Collateral securities must be held by the City or a disinterested third party and must be of the kind prescribed by state statutes and approved by the State. The City may purchase any investments allowed by the State Treasurer. These include (a) obligations of the United States government or any agency or instrumentality thereof maturing and becoming payable not more than three years from the date of purchase or (b) repurchase agreements maturing and becoming payable within 90 days secured by U.S. Treasury obligations or obligations of U.S. government agencies or instrumentalities of any maturity, as provided by law.

Investment Type	Rating	Company
Government Agency	AA+	Standard & Poor's
Certificate of Deposit	Not Rated	Standard & Poor's
Municipal securities	AA+	Standard & Poor's
Fixed income fund	AA+	Standard & Poor's
MOSIP	Aaa	Standard & Poor's

The City's general investment policy is to apply the prudent-person rule: Investments shall be made with the exercise of judgment and care, under circumstances then prevailing, which individuals of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.

Concentration of credit risk: The City's investment policy is to diversify its investment portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. As of September 30, 2022, more than 5% of the City's investment portfolio is invested in: MOSIP (63%), and Federal Home Loan Bank (16%).

Custodial credit risk: Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The custodial risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investments or collateral securities that are in possession of another party. As of September 30, 2022, the City's investments were not exposed to custodial risk. It is the City's policy to require that time deposits in excess of FDIC insurable limits be secured by collateral or private insurance to protect public deposits in a single financial institution if it were to default. As of September 30, 2022, approximately \$5,862,000 of the City's bank balance of \$26,514,333, which excludes the Hospital custodial fund, were exposed to custodial credit risk.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 2. Deposits and Investments (Continued)

The Excelsior Springs City Hospital, including the Hospital custodial fund, had \$0 of deposits which were exposed to custodial credit risk.

A summary of deposits and investments of the City, along with the financial statement classification, is as follows:

Deposits and cash on hand	\$ 23,525,368
Investments	<u>3,337,854</u>
	<u>\$ 26,863,222</u>
Cash, cash equivalents and investments	\$ 17,030,314
Restricted cash, cash equivalents and investments	7,771,710
Cash and cash equivalents, fiduciary funds	<u>2,061,198</u>
	<u>\$ 26,863,222</u>

Note 3. Property Taxes

The City's property tax is levied each October 1 on the assessed value of the prior January 1 for all property located in the City. On January 1, a lien attaches to all property. Property taxes are due in total by December 31 following the levy date and are collected by the Finance Office. Property taxes are recognized as a receivable at the time they become an enforceable legal claim (the lien date) and revenue is recognized in the year for which the property tax is levied.

Assessed values are established by County Assessors subject to review by the County's Board of Equalization and State Tax Commission. The assessed value for property, excluding railroad and utility properties located in the City as of January 1, 2021, on which the fiscal year 2022 levy was based, was \$174,693,409. The assessed value of railroad and utility properties as of January 1, 2021 was \$7,263,485.

The City is permitted by Missouri State Statutes to levy taxes in unlimited amounts for the payment of principal and interest on long-term debt. Property tax levies per \$100 assessed valuation for the year ended September 30, 2022 are as follows:

Fund:	<u>Levy</u>
General	\$ 0.5925
Parks/recreation	<u>0.3338</u>
Total primary government	0.9263
Component unit - City Hospital	<u>0.1669</u>
Total reporting entity	<u>\$ 1.0932</u>

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 4. Capital Assets

The following is a summary of changes in capital assets for the year ended September 30, 2022:

	2021 Balance	Additions	Retirements	2022 Balance
Governmental Activities				
Capital assets, not being depreciated:				
Land	\$ 1,776,212	\$ -	\$ 69,154	\$ 1,707,058
Construction-in-progress	2,336,945	2,734,777	2,569,140	2,502,582
Total capital assets, not being depreciated	4,113,157	2,734,777	2,638,294	4,209,640
Capital assets, being depreciated:				
Land improvements	39,831	-	-	39,831
Buildings and improvements	24,172,546	763,107	293,063	24,642,590
Operating equipment	5,015,869	25,245	45,617	4,995,497
Furniture and office equipment	438,802	-	66,020	372,782
Vehicles	2,116,182	516,537	111,042	2,521,677
Infrastructure	51,036,572	2,569,142	-	53,605,714
Total capital assets, being depreciated	82,819,802	3,874,031	515,742	86,178,091
Less accumulated depreciation for:				
Land improvements	45,505	6,005	-	51,510
Buildings and improvements	8,342,660	716,307	293,063	8,765,904
Operating equipment	3,554,849	261,982	45,617	3,771,214
Furniture and office equipment	437,321	1,481	66,020	372,782
Vehicles	1,666,880	190,076	111,042	1,745,914
Infrastructure	42,652,611	798,075	-	43,450,686
Total accumulated depreciation	56,699,826	1,973,926	515,742	58,158,010
Total capital assets, being depreciated, net	26,119,976	1,900,105	-	28,020,081
Governmental activities capital assets, net	\$ 30,233,133	\$ 4,634,882	\$ 2,638,294	\$ 32,229,721

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 4. Capital Assets (Continued)

	2021 Balance	Additions	Retirements	2022 Balance
Business-Type Activities				
Capital assets, not being depreciated:				
Land	\$ 1,136,537	\$ -	\$ -	1,136,537
Construction-in-progress	826,454	712,851	1,539,305	-
Total capital assets, not being depreciated	1,962,991	712,851	1,539,305	1,136,537
Capital assets, being depreciated:				
Land improvements	1,568,451	-	-	1,568,451
Buildings and improvements	6,850,713	146,882	-	6,997,595
Operating equipment	2,251,057	-	143,473	2,107,584
Furniture and office equipment	180,184	-	32,168	148,016
Vehicles	1,088,410	413,063	38,990	1,462,483
Infrastructure	55,851,850	1,538,834	1,343,106	56,047,578
Total capital assets, being depreciated	67,790,665	2,098,779	1,557,737	68,331,707
Less accumulated depreciation for:				
Land improvements	816,597	70,670	-	887,267
Buildings and improvements	5,111,249	101,604	-	5,212,853
Operating equipment	1,967,258	24,390	143,473	1,848,175
Furniture and office equipment	74,158	24,860	32,168	66,850
Vehicles	1,072,392	5,752	38,990	1,039,154
Infrastructure	23,739,440	1,647,847	1,343,106	24,044,181
Total accumulated depreciation	32,781,094	1,875,123	1,557,737	33,098,480
Total capital assets, being depreciated, net	35,009,571	223,656	-	35,233,227
Business-type activities capital assets, net	\$ 36,972,562	\$ 936,507	\$ 1,539,305	\$ 36,369,764

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 4. Capital Assets (Continued)

Depreciation expense was charged to functions of the government as follows:

Governmental activities:

General government	\$ 39,284
Public safety	562,764
Transportation	35,407
Public works	657,732
Recreational activities	678,739

Total depreciation expense, governmental activities	<u>\$ 1,973,926</u>
---	---------------------

Business-type activities:

Water	\$ 702,744
Pollution control	1,017,054
Non-major enterprise funds	155,325

Total depreciation expense, business-type activities	<u>\$ 1,875,123</u>
--	---------------------

Activity for the Hospital for the year ended September 30, 2022 was as follows:

	2021 Balance	Additions	Retirements	2022 Balance
Component Unit: Hospital				
Capital assets, not being depreciated:				
Land	\$ 401,095	\$ -	\$ -	\$ 401,095
Construction-in-progress	139,962	2,536,379	(2,647,105)	29,236
Total capital assets, not being depreciated	<u>541,057</u>	<u>2,536,379</u>	<u>(2,647,105)</u>	<u>430,331</u>
Capital assets, being depreciated:				
Land improvements	1,242,401	98,379	-	1,340,780
Buildings and improvements	20,940,510	1,021,739	-	21,962,249
Fixed equipment	10,785,434	-	-	10,785,434
Moveable equipment	17,830,890	716,027	-	18,546,917
Intangible assets - Software	754,521	-	-	754,521
Total capital assets, being depreciated	<u>51,553,756</u>	<u>1,836,145</u>	<u>-</u>	<u>53,389,901</u>
Hospital	<u>51,553,756</u>	<u>1,836,145</u>	<u>-</u>	<u>53,389,901</u>
Total accumulated depreciation	<u>31,190,846</u>	<u>3,141,124</u>	<u>-</u>	<u>34,331,970</u>
Total capital assets, being depreciated, Hospital net	<u>20,362,910</u>	<u>(1,304,979)</u>	<u>-</u>	<u>19,057,931</u>
Hospital assets, net	<u>\$ 20,903,967</u>	<u>\$ 1,231,400</u>	<u>\$ (2,647,105)</u>	<u>\$ 19,488,262</u>

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 5. Leases Receivable

The City leases a portion of its property to various third parties, the terms of which expire 2024 through 2026. The leases were measured based upon the Index at lease commencement.

As of September 30, 2022, the City's receivable for lease payments was \$184,427 for the nonmajor governmental funds and \$114,270 for the Water fund. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of September 30, 2022, the balance of the deferred inflow of resources was \$184,247 for nonmajor governmental funds and \$114,270 for the Water fund.

Revenue recognized under lease contracts during the year ended September 30, 2022 for nonmajor governmental funds and the Water fund, was \$63,854 and \$44,232, respectively, which includes both lease revenue and interest.

Note 6. Long-Term Liabilities

Long-term liability balances and activity for the year ended September 30, 2022 were as follows:

	Balance September 30, 2021	Additions	Retirements	Balance September 30, 2022	Amounts Due Within One Year
Governmental activities:					
Revenue bonds - 2014	\$ 1,225,000	\$ -	\$ 600,000	\$ 625,000	\$ 625,000
Refunding of Certificate of Participation - 2021A	1,335,000	-	70,000	1,265,000	70,000
Refunding of Certificate of Participation - 2021B	6,500,000	-	-	6,500,000	-
Revenue Refundings Bonds - 2021	16,040,000	-	500,000	15,540,000	510,000
Premiums	233,024	-	13,083	219,941	13,083
Compensated absences	567,434	102,785	92,778	577,441	202,923
Governmental activities, long-term liabilities	\$ 25,900,458	\$ 102,785	\$ 1,275,861	\$ 24,727,382	\$ 1,421,006
Business-type activities:					
Certificates of participation	\$ 21,360,000	\$ -	\$ 2,025,000	\$ 19,335,000	\$ 2,135,000
Premiums (discounts)	3,335,829	-	126,449	3,209,380	189,840
Compensated absences	117,557	72,731	72,733	117,555	65,076
Financed purchase	-	413,672	-	413,672	133,438
Business-type activities, long-term liabilities	\$ 24,813,386	\$ 486,403	\$ 2,224,182	\$ 23,075,607	\$ 2,523,354
Component unit:					
Revenue bonds	\$ 9,101,674	\$ 16,746	\$ 16,305	\$ 9,102,115	\$ 3,213
Financed purchase	4,269,089	357,291	1,528,852	3,097,528	1,343,362
Compensated absences	587,099	-	74,504	512,595	-
Component unit, long-term liabilities	\$ 13,957,862	\$ 374,037	\$ 1,619,661	\$ 12,712,238	\$ 1,346,575

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 6. Long-Term Liabilities (Continued)

The General Fund has generally been the fund to liquidate the liability for compensated absences for the governmental activities.

Long-term debt payable as of September 30, 2022, is comprised of the following individual issues:

	Balance September 30, 2021	Additions	Retirements	Balance September 30, 2022
Governmental activities:				
Revenue bonds:				
\$18,000,000 of Community Center Sales Tax revenue bonds, Series 2014, due in annual installments of \$200,000 to \$1,145,000 through March 1, 2023; interest at 2.0% to 5.0%	\$ 1,225,000	\$ -	\$ 600,000	\$ 625,000
Refunding of Certificate of Participation - Series 2021A				
\$1,335,000 Golf Clubhouse loan, due in annual installments of \$70,000 to \$430,000 through March 1, 2038; interest at .75% to 3.0%	1,335,000	-	70,000	1,265,000
Refunding of Certificate of Participation - 2021B				
\$6,500,000 Golf Clubhouse loan, due in annual installments of \$1,775,000 to \$4,725,000 through March 1, 2039; interest of 2.35-3%	6,500,000	-	-	6,500,000
Revenue bonds:				
\$16,040,000 Community Center Sales Tax Revenue bonds; Series 2021, due in annual installments of \$500,000 to \$1,180,000 through March 1, 2035; interest of .337-2.775%	16,040,000	-	500,000	15,540,000
Total governmental activities	\$ 25,100,000	\$ -	\$ 1,170,000	\$ 23,930,000
Business-type activities:				
\$10,035,000 2020 Water Series A refunding certificates of participation, due in annual installments of \$950,000 to \$1,270,000 starting on September 1, 2020 through September 1, 2028; interest at 4.00%	\$ 8,070,000	\$ -	\$ 1,050,000	\$ 7,020,000
\$14,195,000 2020 Pollution Series B refunding certificates of participation, due in annual installments of \$950,000 to \$1,730,000 starting on March 1, 2021 through March 1, 2031; interest at 4.00%	13,290,000	-	975,000	12,315,000
\$413,065 2022 financed purchase, due in annual installments varying from \$133,348 to \$142,045 starting on February 15, 2023 through February 15, 2025. Interest at 3.22%	-	413,672	-	413,672
Total business-type activities	\$ 21,360,000	\$ 413,672	\$ 2,025,000	\$ 19,748,672

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 6. Long-Term Liabilities (Continued)

	Balance September 30, 2021	Additions	Retirements	Balance September 30, 2022
Component units:				
Revenue bonds:				
Hospital Revenue Bonds, Series 1999 A & B, maturing October 2030; 5.125% interest; interest payments annually through October 2002, annual principal and interest payments of \$151,092 thereafter; collateralized by a deed of trust on the Independent Living Facility on the Hospital's campus.	\$ 1,191,094	\$ -	\$ 12,453	\$ 1,178,641
Hospital Revenue Bonds, Series 2007A and Series 2007B, maturity October 1, 2038; 4.125% interest; interest annually through September 30, 2011, monthly principal and interest thereafter	6,271,901	-	3,852	6,268,049
Hospital Revenue Bonds, Series 2009, maturing October 1, 2040; 4.5% interest; interest only through September 30, 2013, monthly principal and interest thereafter	1,638,679	16,746	-	1,655,425
Financed Purchase	4,269,089	357,291	1,528,852	3,097,528
Total component unit	\$ 13,370,763	\$ 374,037	\$ 1,545,157	\$ 12,199,643

During 2020, the U.S. Department of Agriculture ("USDA"), who assisted in issuance of the bonds, allowed entities to apply for a deferral of principal, interest, and bond reserve fund payments and deposits during the COVID-19 pandemic period. The Hospital was approved under a workout agreement issued by the USDA for a deferral of these payments and anticipates resuming payments in 2023. Under the terms of the workout agreement, regularly scheduled principal and interest payments were deferred in 2020, 2021, and 2022.

Under the terms of the workout agreement and various updates to the workout agreement, the Hospital made monthly payments of \$25,000 starting in September 2021 for six months and then made monthly payments of \$40,000 starting in April 2022 continuing through September 2022. Most of these payments were applied to previous accrued interest, and it is anticipated that when repayments start on these bonds in 2023, that a majority of the repayments will be applied to previously accrued interest expense until those amounts are repaid in full.

General obligation debt limit: The state constitution permits a city, by vote of two thirds of the voting electorate, to incur general obligation indebtedness for "city purposes" not to exceed 10% of the assessed value of taxable tangible property and to incur additional general obligation indebtedness not exceeding, in the aggregate, an additional 10% of the assessed value of taxable tangible property, for the purpose of acquiring rights-of-way, construction, extending and improving streets and avenues and/or sanitary or storm sewer systems, and purchasing or constructing waterworks and electric or other light plants, provided that the total general obligation indebtedness of the City does not exceed 20% of the assessed valuation of taxable property.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 6. Long-Term Liabilities (Continued)

Governmental activities Certificates of Participation: During 2018, the City issued \$1,500,000 in Certificates of Participation for the Golf Clubhouse maturing March 1, 2038 with an interest rate of 3.5%. The loan was issued to finance the construction of the Golf Clubhouse. These certificates are payable from Payments in Lieu of Taxes (PILOTS) and Economic Activity Taxes (EATS) collected by the Tax Increment Financing-Golf Course Fund. In the absence of available monies in this fund, the General Fund will make the required debt service payments.

During 2021, the City issued \$1,335,000 of Certificates of Participation (Series 2021A) and \$6,500,000 Certificates of Participation (Series 2021B) with interest rates ranging from .75% to 3.00%.

Governmental activities revenue bonds: During 2014, the City issued \$18,000,000 in Community Center Sales Tax Revenue Bonds, Series 2014 maturing March 1, 2016 through March 1, 2039 with an interest rate of 2.0% to 5.0%. The bonds were issued to finance the construction of the Community Center.

During 2021, the City issued \$16,040,000 of refunding revenue bonds (Series 2021) with interest rates ranging from 3.37% to 2.775%.

Business-type activities Certificates of Participation:

During 2020, the City issued \$10,035,000 (Series 2020A) in Certificates of Participation to refund the Series 2010B Certificates of Participation. These certificates are payable solely from basic payments from the lease of the property. Payments under the lease, if appropriated by the City for the maximum renewal term, are intended to be sufficient, together with other funds available for such purpose, to pay the debt service requirements for the life of the certificates.

During 2020, the City issued \$14,195,000 (Series 2020B) in Certificates of Participation to refund the Series 2010D Certificates of Participation. These certificates are payable solely from basic payments from the lease of the property. Payments under the lease, if appropriated by the City for the maximum renewal term, are intended to be sufficient, together with other funds available for such purpose, to pay the debt service requirements for the life of the certificates.

Component unit: During 1999, the City Hospital issued \$2,230,000 (Series A & B) in revenue bonds to fund expenses relating to the construction of the independent living facility. These revenue bonds are payable solely from net patient service revenue derived from the operations of the City Hospital and are payable through 2030.

During 2007, the City Hospital issued \$8,000,000 (Series A & B) in revenue bonds to fund expenses relating to the Outpatient Services Building. These revenue bonds are payable solely from net patient service revenue derived from the operations of the City Hospital and are payable through 2038.

During 2009, the City Hospital issued \$2,000,000 (Series 2009) in revenue bonds to pay for construction through a temporary loan from the Department of Agriculture Rural Development until the bonds are issued final upon project completion. These revenue bonds are payable solely from net patient service revenue derived from the operations of the City Hospital and are payable through 2040.

Reserve accounts on debt: The bond ordinances authorizing the hospital revenue bonds require that certain funds from the City Hospital's operations be set aside for future debt service requirements, major repairs and other contingencies. The funds are managed by the City in a custodial fund.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 6. Long-Term Liabilities (Continued)

These special reserves and accounts consist of cash and investments and are reported in the basic financial statements as restricted assets.

	City Hospital
Replacement and extension funds	\$ 1,114

Interest earnings on this amount are restricted until bond payments are made, at which time these amounts can be released for use in the General Fund. The bonds are secured by the revenue of the City Hospital and Convalescent Center, a mortgage on the facility, and the funds in the Hospital Agency Fund. The bonds are subject to redemption by the City in whole or in part at par plus accrued interest.

Summary of principal and interest maturities: Annual debt service requirements to service all outstanding indebtedness as of September 30, 2022, are as follows:

Governmental Activities:

Year ending September 30:	2021A Golf Clubhouse TIF Certificates of Participation		2021B Golf Clubhouse TIF Certificates of Participation		2021 Community Center Sales Tax Revenue Bonds	
	Principal	Interest	Principal	Interest	Principal	Interest
2023	\$ 70,000	\$ 26,790	\$ -	\$ 174,525	\$ 510,000	\$ 312,456
2024	70,000	26,265	-	174,525	1,155,000	307,246
2025	70,000	25,740	-	174,525	1,165,000	296,936
2026	70,000	25,093	-	174,525	1,180,000	282,810
2027	70,000	24,323	-	174,525	1,200,000	264,648
2028 - 2032	380,000	97,713	-	872,625	6,380,000	931,389
2033 - 2037	440,000	38,738	3,310,000	766,164	3,950,000	157,526
2038 - 2039	95,000	1,069	3,190,000	80,534	-	-
Total	\$ 1,265,000	\$ 265,731	\$ 6,500,000	\$ 2,591,948	\$ 15,540,000	\$ 2,553,011

Year ending September 30:	2014 Community Center Sales Tax Revenue Bonds		Total Governmental Activities	
	Principal	Interest	Principal	Interest
2023	\$ 625,000	\$ 660,577	\$ 1,205,000	\$ 1,174,348
2024	-	-	1,225,000	508,036
2025	-	-	1,235,000	497,201
2026	-	-	1,250,000	482,428
2027	-	-	1,270,000	463,496
2028 - 2032	-	-	6,760,000	1,901,727
2033 - 2037	-	-	7,700,000	962,428
2038 - 2041	-	-	3,285,000	81,603
Total	\$ 625,000	\$ 660,577	\$ 23,930,000	\$ 6,071,267

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 6. Long-Term Liabilities (Continued)

Business-Type Activities:

Year ending September 30:	2020 Water Series A Certificates of Participation		2020 Pollution Series B Certificates of Participation		Financed Purchase Obligations		Total Business-Type Activities	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2023	\$ 1,095,000	\$ 280,800	\$ 1,040,000	\$ 471,800	\$ 133,348	\$ 13,301	\$ 2,268,348	\$ 765,901
2024	1,135,000	237,000	1,115,000	428,700	137,642	9,007	2,387,642	674,707
2025	1,180,000	191,600	1,190,000	382,600	142,075	4,575	2,512,075	578,775
2026	1,225,000	144,400	1,275,000	333,300	-	-	2,500,000	477,700
2027	1,270,000	95,400	1,355,000	280,700	-	-	2,625,000	376,100
2028 - 2032	1,115,000	44,600	6,340,000	529,200	-	-	7,455,000	573,800
Total	\$ 7,020,000	\$ 993,800	\$ 12,315,000	\$ 2,426,300	\$ 413,065	\$ 26,883	\$ 19,748,065	\$ 3,446,983

Component Unit:

Year ending September 30:	Long-Term Debt		Financed Purchase Obligations		Total Component Unit	
	Principal	Interest	Principal	Interest	Principal	Interest
2023	\$ 3,213	\$ 419,055	\$ 1,343,362	\$ 164,481	\$ 1,346,575	\$ 583,536
2024	143,916	403,049	1,134,941	96,649	1,278,857	499,698
2025	488,376	377,547	336,480	36,001	824,856	413,548
2026	590,073	352,013	160,843	13,177	750,916	365,190
2027	617,009	325,315	121,902	4,591	738,911	329,906
2028 - 2032	3,127,532	1,201,419	-	-	3,127,532	1,201,419
2033 - 2037	3,163,680	556,500	-	-	3,163,680	556,500
2038 - 2041	968,316	40,255	-	-	968,316	40,255
Total	\$ 9,102,115	\$ 3,675,153	\$ 3,097,528	\$ 314,899	\$ 12,199,643	\$ 3,990,052

Financed purchases shown in long-term debt for the discretely presented component unit include agreements to purchase movable equipment at varying rates of imputed interest from 3.5% to 12.4%, maturing through 2025 and collateralized by the lease equipment. Property and equipment as of September 30, 2022 include the following assets under financed purchases:

Moveable equipment	\$ 5,935,608
Less accumulated depreciation	2,790,242
	<u>\$ 3,145,366</u>

Advance refunding and defeased debt: In a prior year, the City defeased certain bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the City's financial statements. At September 30, 2022, \$14,270,889, of the series 2014 and 2018 bonds outstanding are considered defeased and are being held by an escrow agent.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 7. Interfund Balances and Transfers

The following is a schedule of transfers included in the basic financial statements of the City:

	Transfers In	Transfers Out
Governmental activities:		
General	\$ 1,819,113	\$ 298,479
Community center sales tax	-	2,473,832
Grant and federal funds	203,266	913,592
Nonmajor governmental funds	3,008,193	1,261,779
Total governmental activities	5,030,572	4,947,682
Business-type activities:		
Water	-	368,327
Pollution control	494,477	195,728
Nonmajor enterprise funds	70,874	84,186
Total business-type activities	565,351	648,241
Total	\$ 5,595,923	\$ 5,595,923

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them; (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service funds as debt service payments become due; (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Interfund advances as of September 30, 2022, were as follows:

	Due From	Due To
Governmental activities:		
General	\$ 981,334	\$ -
Community center project	-	838,849
Nonmajor governmental funds	-	73,191
Total governmental activities	981,334	912,040
Business-type activities:		
Nonmajor enterprise funds	-	69,294
Total business-type activities	-	69,294
Total	\$ 981,334	\$ 981,334

The interfund advances within the governmental activities were made to fund expenses in excess of available cash balances in the disclosed funds and are expected to be repaid within the next year. The \$69,294 inter-fund advance to the non-major business-type activities is a long-term advance and is classified as non-spendable fund balance.

Notes to Basic Financial Statements

Note 8. Employee Retirement Systems

Plan description: The City's defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits provided: LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after five years of credited service. Employees who retire on or after age 60 (55 for police and fire) with five or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of five years of credited service and after attaining age 55 (50 for police and fire) and receive a reduced allowance.

	2022 Valuation
Benefit multiplier	1.5%
Final average salary	5 years
Member contributions	0%

Benefit terms provide for annual postretirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees covered by benefit terms: At June 30, 2022, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	122
Inactive employees entitled to but not yet receiving benefits	118
Active employees	103
	<u>343</u>

Contributions: The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Employees do not contribute to the pension plan. Employer contribution rates are 6.3% (General), 3.9% (Police), and 9.0% (Fire) of annual covered payroll. Employer contributions to the Plan were approximately \$442,000 for the year ended September 30, 2022.

Net pension asset: The employer's net pension asset was measured as of June 30, 2022, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of February 28, 2022. Standard update procedures were used to rollforward the total pension liability to June 30, 2022.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 8. Employee Retirement Systems (Continued)

Actuarial assumptions: The total pension liability in the February 28, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial cost method	Entry age normal
Inflation	2.75% wage inflation; 2.25% price inflation
Salary increase	2.75% to 7.15% including wage inflation
Investment rate of return	7.00% net of investment expenses
Discount rate	7.00%

The healthy retiree mortality tables, for post-retirement mortality, were the RP-2014 Healthy Annuitant mortality table for males and females. The disabled retiree mortality tables, for post-retirement mortality, were the RP-2014 disabled mortality table for males and females. The pre-retirement mortality tables used were the RP-2014 employees mortality table for males and females. Both the post-retirement and pre-retirement tables were adjusted for mortality improvement back to the observation period base year of 2006. The base year for males was then established to be 2017. Mortality rates for a particular calendar year are determined by applying the MP-2015 mortality improvement scale to the above described tables.

The actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study for the period March 1, 2015 through February 29, 2020.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Equity	39%	4.16%
Fixed income	28%	0.89%
Real assets	33%	2.09%
	<u>100.00%</u>	

Discount rate: The discount rate used to measure the total pension liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 8. Employee Retirement Systems (Continued)

Changes in the net pension liability (asset):

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balances at September 30, 2021	\$ 24,034,072	\$ 31,749,024	\$ (7,714,952)
Changes for the year:			
Service cost	522,443	-	522,443
Interest on the total pension liability	1,656,161	-	1,656,161
Difference between expected and actual experience	245,001	-	245,001
Changes in assumptions	-	-	-
Contributions - employer	-	441,864	(441,864)
Net investment income	-	26,877	(26,877)
Benefit payments, including refunds	(1,284,595)	(1,284,595)	-
Administrative expense	-	(30,272)	30,272
Other changes	-	438,759	(438,759)
Net changes	1,139,010	(407,367)	1,546,377
Balances at September 30, 2022	\$ 25,173,082	\$ 31,341,657	\$ (6,168,575)

Sensitivity of the net pension to changes in the discount rate: The following presents the Net Pension asset of the employer, calculated using the discount rate of 7.00%, as well as what the employer's Net Pension asset would be using a discount rate that is 1 percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
Total pension liability	\$ 28,837,395	\$ 25,173,082	\$ 22,203,844
Plan fiduciary net position	31,341,657	31,341,657	31,341,657
Net pension asset	\$ (2,504,262)	\$ (6,168,575)	\$ (9,137,813)

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 8. Employee Retirement Systems (Continued)

Pension expense and deferred outflows of resources and deferred inflows of resources related to

pensions: For the year ended September 30, 2022 the employer recognized pension expense of \$1,025,680.

The employer reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual plan experience	\$ 301,557	\$ (224,692)
Changes in assumptions	-	(178,572)
Net difference between projected and actual earnings on pension plan investments	-	(767,047)
Employer Specific - Contributions after measurement date*	118,637	-
Total	\$ 420,194	\$ (1,170,311)

* The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as a reduction to the net pension asset for the year ending September 30, 2023.

Amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended:	
2023	\$ (383,377)
2024	(355,413)
2025	(566,090)
2026	436,126
	<u>\$ (868,754)</u>

Deferred inflows and outflows of resources related to the difference between expected and actual plan experience and assumption changes are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of each measurement period. The deferred inflows of resources related to the difference between expected and actual investment returns is being amortized over a closed five-year period.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 9. Commitments and Contingencies

Legal matters: There are a number of claims and/or lawsuits to which the City is, or may be, a party as a result of certain law enforcement activities, injuries and various other matters and complaints arising in the ordinary course of City activities. The City's management and legal counsel anticipate that the potential claims against the City, if any, which are not covered by insurance, resulting from such matters would not materially affect the financial position of the City.

Professional malpractice insurance: The City Hospital is insured for medical malpractice claims under a commercial claims-made policy. City Hospital management does not believe there are any unreported claims as of September 30, 2022, for which the City Hospital could be ultimately responsible if it did not renew its commercial claims-made policy.

Hospital net patient service revenues: The City Hospital is reimbursed for cost reimbursable items at a tentative rate with final settlement determined after submission of annual cost reports by the City Hospital and audits by the Medicare Fiscal Intermediary and the Medicaid Program. Estimated settlements have been reflected in the accompanying financial statements.

Utility Assistance: The City has internally designated approximately \$38,000 in the aggregate between the water, pollution control and refuse funds to be utilized for the City's utility assistance program. This program is managed by a third party not for profit.

Note 10. Risk Management

The City is exposed to various risks of litigation and casualties. The City is insured for automobile liability, general liability, property damage, health claims and workers' compensation through a commercial carrier. Claims did not exceed coverage for the year ended September 30, 2022, and for each of the past three fiscal years.

Note 11. Net Patient Service Revenue and Receivables

The City Hospital has agreements with third-party payers that provide payments to the City Hospital at amounts different from its established rates. These payment arrangements include:

Medicare: Inpatient acute care services and outpatient services and defined capital assets related to Medicare Program beneficiaries are paid on a cost reimbursement methodology. The Hospital is reimbursed for certain services at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare Administrative Contractor. Estimated settlements have been reflected in the accompanying financial statements.

Medicaid: Inpatient and long-term care services rendered to Medicaid Program beneficiaries are reimbursed based upon a prospectively established per diem rate. Medicaid outpatient reimbursement is based on a prospective percentage payment rate determined from the fourth, fifth and sixth prior cost reports regressed forward.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 11. Net Patient Service Revenue and Receivables (Continued)

Approximately 51% of net patient service receivables are from participation in Medicare and state-sponsored Medicaid programs for the year ended September 30, 2022.

The City Hospital has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the City Hospital under these agreements includes prospectively determined rates per discharge, discounts from established charges and prospectively determined daily rates.

Note 12. Fund Balances

GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental fund types. The details for the City's fund balance are as follows:

	General	Community Center Sales Tax	Community Center Project	Grant and Federal Funds	Nonmajor Governmental	Total
Fund balances:						
Nonspendable:						
Prepays	\$ 228,698	\$ -	\$ 57,132	\$ -	\$ 25,417	\$ 311,247
Due from other funds	69,294	-	-	-	-	69,294
Perpetual maintenance fund	-	-	-	-	217,002	217,002
Total nonspendable	297,992	-	57,132	-	242,419	597,543
Restricted:						
Debt service	-	-	-	-	1,603,438	1,603,438
Assets held for sale	-	-	-	-	23,000	23,000
Parks and recreation	-	-	-	-	1,204,133	1,204,133
Capital projects	131,447	-	4,816,004	-	4,534,023	9,481,474
Planning and development	-	2,665,921	-	-	470,662	3,136,583
Public safety	-	-	-	-	1,117,901	1,117,901
Cemetery maintenance	-	-	-	-	40,640	40,640
Total restricted	131,447	2,665,921	4,816,004	-	8,993,797	16,607,169
Unassigned	2,231,775	-	-	(518,790)	-	1,712,985
Total fund balance	\$ 2,661,214	\$ 2,665,921	\$ 4,873,136	\$ (518,790)	\$ 9,236,216	\$ 18,917,697

Note 13. Tax Abatements

Chapter 100 bonds: The City enters into real and personal property tax abatement agreements with local businesses pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended. Under this authority, municipalities may grant real and personal property tax abatements of up to 100% of a business' property tax bill for the purpose of attracting or retaining businesses within their jurisdictions. The abatements may be granted to any business located within or promising to relocate to the City.

For the fiscal year ended September 30, 2022, the City did not have abated property taxes under this program.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 13. Tax Abatements (Continued)

Section 353 abatements: The Missouri Urban Redevelopment Corporation Law, Chapter 353, R.S.Mo., provides for the creation of a corporation to acquire, construct, maintain and operate redevelopment projects in areas determined by the City to be blighted. Pursuant to a Redevelopment Agreement with the City, real estate taxes on land may be frozen at the pre-improvement assessment on the land exclusive of improvements, with any taxes on improvements and increased value of land abated for up to 10 years. An additional abatement of up to 15 years of 50% of the taxes assessed on the true value of the land and improvements is also authorized. Abatement is conditional on completion of improvements specified in the Redevelopment Agreement to remediate blighting conditions.

For the fiscal year ended September 30, 2022, the City abated property taxes totaling \$41,533 under this program.

Tax increment financing: The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, Revised Statutes of Missouri, as amended, makes available tax increment financing for redevelopment projects in certain areas determined by the governing body of a city to be a “blighted area,” “conservation area,” or “economic development area,” each as defined in such Act. For the fiscal year ended September 30, 2022, the City abated property taxes and sales taxes totaling \$187,680 under this program, including the following tax abatement agreements that each exceeded 10% of the total amount abated.

A 50% sales tax increment abatement to offset the cost of public improvements in the Elms Hotel TIF district. This abatement totaled \$187,680.

Note 14. New Accounting Pronouncements

During 2022, the City Implemented GASB Statement No. 87, *Leases* (GASB 87). As a lessor, the city recognizes a lease receivable and deferred inflow of resources that will be recognized over the term of the lease in both the governmental and enterprise funds and the government-wide financial statements. Adoption of GASB 87 has no effect on the beginning net position or fund balances as of October 1, 2021, or on the previously reported change in net position or fund balances.

Note 15. Future Governmental Accounting Standards Board (GASB) Statements

The GASB has issued several statements that are not yet effective and have not yet been implemented by the City of Excelsior Springs, Missouri. The statements which might impact the City are as follows:

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITA), issued May 2020, will be effective for reporting periods beginning after June 15, 2022. The primary objectives of this Statement are to provide a single approach to accounting for and reporting SBITA's by state and local governments. The Statement defines a SBITA, establishes that a SBITA results in a right-to-use subscription asset and a corresponding subscription liability, provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA and requires note disclosures regarding a SBITA.

Note 15. Future Governmental Accounting Standards Board (GASB) Statements (Continued)

GASB statement No. 100, *Accounting Changes and Error Corrections*, enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent and comparable information for making decisions or assessing accountability. This statement defines accounting changes as changes in accounting principles, changes in accounting estimates and changes to or within the financial reporting entity. This statement also addresses corrections of errors in previously issued financial statements. This statement prescribes the accounting and financial reporting for each type of accounting change and error corrections. This statement requires that changes in accounting principles and error corrections be reported retroactively by restating prior periods, changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and changes in accounting estimates be reported prospectively by recognizing the change in the current period. This statement also requires disclosure in the notes to the financial statements of descriptive information about accounting changes and error corrections. Furthermore, this statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information and supplementary information. The provisions of this statement are effective for financial statements for the City's fiscal year ending September 30, 2024.

GASB Statement No. 101, *Compensated Absences*, better meets the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. This is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The provisions of this statement are effective for financial statements for the City's fiscal year ending September 30, 2025.

GASB Statement No. 102, *Certain Risk Disclosures*, will improve financial reporting by providing users of financial statements with essential information that currently is not often provided. The disclosures will provide users with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. As a result, users will have better information with which to understand and anticipate certain risks to a government's financial condition. The provisions of this statement are effective for financial statements for the City's fiscal year ending September 30, 2025.

GASB Statement No. 103, *Financial Reporting Model Improvements*, improves five key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability:

- 1) Management Discussion and Analysis (MD&A) This statement requires that information presented in MD&A be limited to related topics discussed in five sections: 1) Overview of Financial Statements, 2) Financial Summary, 3) Detailed Analyses, 4) Significant Capital Asset and Long-Term Financing Activity and 5) Currently Known Facts, Decisions, or Conditions. MD&A should also explain why balances and results of operations changed and avoid unnecessary duplication by not repeating explanations that may be relevant to multiple sections. MD&A should continue to distinguish between the primary government and its discretely presented component units.
- 2) Unusual or Infrequent Items are described as transactions and other events that are either unusual in nature or infrequent in occurrence. These items are required to be displayed separately as the last presented flow of resources prior to the net change in resource flows in government-wide, governmental fund, and proprietary fund statements of resource flows
- 3) Presentation of Proprietary Fund statement of Revenues, Expenses and Changes in Fund Net Position should continue to distinguish between operating and nonoperating revenues and expenses and provides additional guidance on determining nonoperating revenues and expenses. Additional subtotals are required to be presented to show a subtotal for "operating income (loss) and noncapital subsidies" prior to reporting other nonoperating revenues and expenses. Subsidies are defined within the statement.

City of Excelsior Springs, Missouri

Notes to Basic Financial Statements

Note 15. Future Governmental Accounting Standards Board (GASB) Statements (Continued)

- 4) Major Component Unit Information is required to be presented separately in the reporting entity's statement of net position and statement of activities if it does not reduce the readability of the statements. If readability is impacted, combining statements of major component units should be presented after the fund financial statements.
- 5) Budgetary Comparison Information is required to be presented as required supplementary information (RSI) and variances between original and final budget amounts and variances between final and actual amounts are required to be presented. Explanation of significant difference must be presented in notes to the RSI.

The provisions of this statement are effective for financial statements for the City's fiscal year ending September 30, 2027.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*, objective is to provide users of government financial statements with essential information about certain types of capital assets. This statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34. Lease assets recognized in accordance with Statement No. 87 and intangible right-to-use assets recognized in accordance with Statement No. 94 should be disclosed separately by major class of underlying asset in the capital asset note disclosures. Subscription assets recognized in accordance with Statement No. 96 should also be separately disclosed. Other intangible assets other than those three types should be disclosed separately by major class. This Statement also required additional disclosures for capital assets held for sale and requires governments to evaluate each reporting period to ensure it meets the criteria that the sale will be probable within one year of the financial statement date. Governments should disclose the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major asset class and the carrying amount of debt for which the capital assets held for sales are pledged as collateral for each major asset class. The provisions of this statement are effective for financial statements for the Unified Government's fiscal year ending September 30, 2027.

The City's management has not yet determined the effect these Statements will have on the City's financial statements.

Note 16. Deficit Fund Balances

The Grant and Federal Funds and E-911 Phone Tax Fund has a deficit fund balance of \$518,790 and \$4,236, respectively, as of September 30, 2022. The City plans to correct these deficit balances through a transfer from the general fund.

Note 17. Subsequent Events

During September 2023, the City entered into a purchase and sale agreement with a developer to sell certain parcels of land adjacent to the City golf course for approximately \$660,000.

During October 2023, the City entered into an interfund loan with the City Hospital for up to \$500,000. This loan is to be made in \$125,000 increments. This loan shall carry a 0% interest rate and shall be repaid from operating revenue from the City Hospital.

During 2023, the Hospital entered into a sale-leaseback agreement. To fund this transaction, the Hospital entered into a \$1,000,000 promissory note with an unrelated financing organization bearing an initial interest rate of 7.0% to be payable starting in February 2023 with monthly payments of \$9,045 for 180 months. The note is secured by a first deed of trust in the off-campus property.

Note 17. Subsequent Events (Continued)

During 2023, the Hospital issued a \$816,000 promissory note with a local bank maturing on March 15, 2038. The note is payable in installments of \$7,245 and bears an interest rate of 6.8%. The note is collateralized by the deed of trust on certain property.

Subsequent to year-end, the Hospital entered into several financing transactions in order to assist with the purchase and installation of equipment and additions to its electronic medical records and information systems in 2024. Total assets financed include approximately \$3,290,000 in equipment information technology additions, and require repayments beginning in 2024, including one agreement with eight quarterly payments of approximately \$34,000 and three other agreements with monthly repayments between 36 and 60 months with monthly payments ranging between approximately \$22,000 and \$45,000 on each of the agreements.

Additionally, subsequent to year-end, the Hospital received notice from the Federal Emergency Management Agency ("FEMA") that it was approved for a grant of approximately \$1,527,000 to assist with the after effects of the COVID-19 pandemic as well as other financial hardships that the Hospital continues to experience.

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

Required Supplementary Information (unaudited) Schedule of Changes in Net Pension Liability and Related Ratios Local Government Employees Retirement System

Year ending September 30,	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability								
Service cost	\$ 522,443	\$ 526,068	\$ 528,665	\$ 498,878	\$ 460,155	\$ 446,644	\$ 434,493	\$ 431,807
Interest on the total pension liability	1,656,161	1,662,705	1,586,837	1,505,353	1,417,614	1,351,633	1,249,224	1,181,395
Difference between expected and actual experience	245,001	(29,473)	(274,722)	(66,459)	70,122	(255,996)	(331,590)	(113,475)
Assumption changes	-	(376,176)	-	-	-	-	664,219	-
Benefit payments, including refunds	(1,284,595)	(834,378)	(753,132)	(901,259)	(617,124)	(659,806)	(561,468)	(569,339)
Net change in total pension liability	1,139,010	948,746	1,087,648	1,036,513	1,330,767	882,475	1,454,878	930,388
Total pension liability, beginning of year	24,034,072	23,085,326	21,997,678	20,961,165	19,630,398	18,747,923	17,293,045	16,362,657
Total pension liability, end of year	\$ 25,173,082	\$ 24,034,072	\$ 23,085,326	\$ 21,997,678	\$ 20,961,165	\$ 19,630,398	\$ 18,747,923	\$ 17,293,045
Plan Fiduciary Net Position								
Contributions-employer	\$ 441,864	\$ 438,197	\$ 399,410	\$ 398,530	\$ 379,081	\$ 376,341	\$ 402,260	\$ 398,989
Pension plan net investment income	26,877	7,033,948	320,987	1,576,804	2,679,267	2,367,110	(20,141)	377,177
Benefit payments, including refunds	(1,284,595)	(834,378)	(753,132)	(901,259)	(617,124)	(659,806)	(561,468)	(569,339)
Pension plan administrative expense	(30,272)	(26,704)	(34,821)	(30,544)	(20,998)	(19,131)	(18,674)	(20,039)
Other	438,759	62,498	(7,608)	(2,760)	(54,753)	87,439	34,240	222,869
Net change in plan fiduciary net position	\$ (407,367)	\$ 6,673,561	\$ (75,164)	\$ 1,040,771	\$ 2,365,473	\$ 2,151,953	\$ (163,783)	\$ 409,657
Plan fiduciary net position, beginning of year	31,749,024	25,075,463	25,150,627	24,109,856	21,744,383	19,592,430	19,756,213	19,346,556
Plan fiduciary net position, end of year	\$ 31,341,657	\$ 31,749,024	\$ 25,075,463	\$ 25,150,627	\$ 24,109,856	\$ 21,744,383	\$ 19,592,430	\$ 19,756,213
Employer net pension liability (asset)	\$ (6,168,575)	\$ (7,714,952)	\$ (1,990,137)	\$ (3,152,949)	\$ (3,148,691)	\$ (2,113,985)	\$ (844,507)	\$ (2,463,168)
Plan fiduciary net position as a percentage of the total pension liability	124.50%	132.10%	108.62%	114.33%	115.02%	110.77%	104.50%	114.24%
Covered payroll	5,574,892	5,686,983	5,690,714	5,764,846	5,368,891	4,962,128	4,941,881	4,849,449
Employer's net pension liability (asset) as a percentage of covered payroll	-110.65%	-135.66%	-34.97%	-54.69%	-58.65%	-42.60%	-17.09%	-50.79%

Ultimately 10 years will be displayed. Information for years prior to 2015 is not available; amounts presented for the year-end were determined as of June 30, the measurement date.

Note: Changes in assumptions –

In 2022, there were no changes in assumptions.

In 2021, wage inflation decreased from 3.25% to 2.75%, price inflation decreased from 2.50% to 2.25%. Salary increase assumption changed from 3.25%-6.55% to 2.75% to 6.75%. The discount rate also decreased from 7.25% to 7.00%.

In 2016, amounts reported as changes in assumptions resulted primarily from the changes in mortality table, inflation rate and salary increase.

City of Excelsior Springs, Missouri

**Required Supplementary Information (unaudited)
Schedule of City Contributions
Local Government Employees Retirement System
Last 10 Fiscal Years**

Year ending September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Actuarially determined contribution	\$ 449,938	\$ 453,551	\$ 411,520	\$ 404,984	\$ 382,771	\$ 363,238	\$ 406,071	\$ 455,474	\$ 482,541	\$ 473,717
Contributions in relation to the actuarially determined contribution	449,938	439,083	403,228	404,984	382,771	363,238	406,071	406,729	377,706	329,784
Contribution deficiency (excess)	\$ -	\$ 14,468	\$ 8,292	\$ -	\$ -	\$ -	\$ -	\$ 48,745	\$ 104,835	\$ 143,933
Covered payroll	\$ 5,887,321	\$ 5,940,636	\$ 5,864,905	\$ 5,863,517	\$ 5,528,875	\$ 5,183,599	\$ 5,154,055	\$ 4,844,249	\$ 4,826,467	\$ 4,734,325
Contributions as a percentage of covered payroll	7.64%	7.39%	6.88%	6.91%	6.92%	7.01%	7.88%	8.40%	7.83%	6.97%

Actuarial assumptions: See *Note 7* to the basic financial statements for summary of actuarial assumptions. There are no significant differences between the financial reporting assumptions and the actuarially determined contribution (funding) assumptions, except as follows:

Amortization method: A level percentage of payroll amortization is used to amortize the UAAL over a closed period of years.

Remaining amortization period: Multiple bases from nine to 15 years.

Asset valuation method: 5-year smoothed market, 20% corridor.

DRAFT
9.2.2025

City of Excelsior Springs, Missouri

Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2022

	Special Revenue Funds	Capital Projects Funds		Debt Service Fund	Permanent Fund, Cemetery	Total Nonmajor Governmental Funds
		Capital Improvements	Transportation Trust			
Assets						
Cash, cash equivalents and investments	\$ 2,141,250	\$ 2,671,973	\$ 2,225,687	\$ 1,676,629	\$ 47,712	\$ 8,763,251
Receivables, net of allowance for uncollectibles:						
Property taxes	626,135	-	-	-	-	626,135
Due from other governments	133,571	111,192	106,485	-	-	351,248
Prepaid items	25,239	-	-	-	178	25,417
Assets held for sale	-	23,000	-	-	-	23,000
Restricted cash and cash equivalents	568,669	-	-	-	15,326	583,995
Restricted investments	-	-	-	-	201,676	201,676
Total assets	\$ 3,494,864	\$ 2,806,165	\$ 2,332,172	\$ 1,676,629	\$ 264,892	\$ 10,574,722
Liabilities, Deferred Inflows of Resources and Fund Balance						
Liabilities:						
Accounts payable and accrued expenses	\$ 53,109	\$ 61,716	\$ 515,918	\$ -	\$ 7,072	\$ 637,815
Due to other funds	-	-	-	73,191	-	73,191
Unearned revenue	600	-	-	-	-	600
Total liabilities	53,709	61,716	515,918	73,191	7,072	711,606
Deferred inflows of resources, unavailable revenue—property taxes	626,900	-	-	-	-	626,900
Fund balance:						
Nonspendable	25,239	-	-	-	217,180	242,419
Restricted	2,789,016	2,744,449	1,816,254	1,603,438	40,640	8,993,797
Total fund balance	2,814,255	2,744,449	1,816,254	1,603,438	257,820	9,236,216
Total liabilities, deferred inflows of resources and fund balance	\$ 3,494,864	\$ 2,806,165	\$ 2,332,172	\$ 1,676,629	\$ 264,892	\$ 10,574,722

City of Excelsior Springs, Missouri

Combining Statement of Revenues, Expenditures and
Changes In Fund Balances—Nonmajor Governmental Funds
Year Ended September 30, 2022

	Special Revenue Funds	Capital Projects Funds		Debt Service Fund	Permanent Fund, Cemetery	Total Nonmajor Governmental Funds
		Capital Improvements	Transportation Trust			
Revenues:						
Taxes	\$ 2,393,792	\$ 1,178,717	\$ 1,124,822	\$ -	\$ -	\$ 4,697,331
Intergovernmental	98,049	-	-	-	-	98,049
Charges for services	1,300,685	-	-	-	76,826	1,377,511
Investment earnings	18,592	9,279	5,358	8,837	487	42,553
Miscellaneous	113,157	-	-	-	-	113,157
Total revenues	3,924,275	1,187,996	1,130,180	8,837	77,313	6,328,601
Expenditures:						
Current:						
General government	604	150,936	454	-	-	151,994
Public works	-	-	62,034	-	-	62,034
Public safety	149,929	-	-	-	-	149,929
Recreational activities	2,558,007	-	-	-	-	2,558,007
Cemetery operations	-	-	-	-	87,684	87,684
Community betterment	119,083	-	-	-	-	119,083
Capital outlay	537,764	352,140	895,032	-	-	1,784,936
Debt service:						
Principal	-	-	-	1,170,000	-	1,170,000
Interest	-	-	-	563,067	-	563,067
Trustee fees	-	-	-	5,123	-	5,123
Total expenditures	3,365,387	503,076	957,520	1,738,190	87,684	6,651,857
Excess (deficiency) of revenues over (under) expenditures	558,888	684,920	172,660	(1,729,353)	(10,371)	(323,256)
Other financing sources (uses):						
Proceeds from sale of capital assets	42,700	-	-	-	-	42,700
Transfers in	1,008,887	-	-	1,999,306	-	3,008,193
Transfers out	(833,979)	(399,360)	(12,000)	-	(16,440)	(1,261,779)
Total other financing sources (uses)	217,608	(399,360)	(12,000)	1,999,306	(16,440)	1,789,114
Net change in fund balances	776,496	285,560	160,660	269,953	(26,811)	1,465,858
Fund balances, beginning	2,037,759	2,458,889	1,655,594	1,333,485	284,631	7,770,358
Fund balances, ending	\$ 2,814,255	\$ 2,744,449	\$ 1,816,254	\$ 1,603,438	\$ 257,820	\$ 9,236,216

City of Excelsior Springs, Missouri

Combining Balance Sheet
Nonmajor Special Revenue Funds
September 30, 2022

	E-911 Phone Tax	Tax Increment Financing- Paradise Playhouse	Public Safety Sales Tax	Equitable Sharing	Tax Increment Financing- Elms Hotel	Tax Increment Financing- Vintage Development II	Parks and Recreation
Assets							
Cash and cash equivalents	\$ -	\$ 4,858	\$ 942,533	\$ 75,447	\$ 147,723	\$ 635,790	\$ 309,032
Receivables, net of allowance for uncollectibles, property taxes	-	42	-	-	2	-	626,091
Due from other governments	-	-	106,479	-	-	-	-
Prepaid items	-	-	-	-	-	-	8,140
Restricted cash and cash equivalents	-	-	-	-	-	-	8,076
Total assets	\$ -	\$ 4,900	\$ 1,049,012	\$ 75,447	\$ 147,725	\$ 635,790	\$ 951,339
Liabilities, Deferred Inflows of Resources and Fund Balance							
Liabilities:							
Accounts payable and accrued expenses	\$ 4,236	\$ -	\$ 6,558	\$ -	\$ -	\$ -	\$ 5,177
Unearned revenue	-	-	-	-	-	-	-
Total liabilities	4,236	-	6,558	-	-	-	5,177
Deferred inflows of resources, unavailable revenue - property taxes	-	42	-	-	-	-	626,858
Fund balance (deficit):							
Nonspendable	-	-	-	-	-	-	8,140
Restricted	(4,236)	4,858	1,042,454	75,447	147,725	635,790	311,164
Total liabilities, deferred inflows of resources and fund balance	\$ -	\$ 4,900	\$ 1,049,012	\$ 75,447	\$ 147,725	\$ 635,790	\$ 951,339

City of Excelsior Springs, Missouri

Combining Balance Sheet
Nonmajor Special Revenue Funds (Continued)
September 30, 2022

	Community Center Operating	Tax Increment Financing- Golf Course	Walmart/Elms Revenue	Tax Increment Financing- Vintage Development	Total
Assets					
Cash and cash equivalents	\$ 8,399	\$ -	\$ 556	\$ 16,912	\$ 2,141,250
Receivables, net of allowance for uncollectibles, property taxes	-	-	-	-	626,135
Due from other governments	-	-	-	27,092	133,571
Prepaid items	17,099	-	-	-	25,239
Restricted cash and cash equivalents	500,000	60,593	-	-	568,669
Total assets	\$ 525,498	\$ 60,593	\$ 556	\$ 44,004	\$ 3,494,864
Liabilities, Deferred Inflows of Resources and Fund Balance					
Liabilities:					
Accounts payable and accrued expenses	\$ 37,138	\$ -	\$ -	\$ -	\$ 53,109
Unearned revenue	600	-	-	-	600
Total liabilities	37,738	-	-	-	53,709
Deferred inflows of resources, unavailable revenue—property taxes	-	-	-	-	626,900
Fund balance:					
Nonspendable	17,099	-	-	-	25,239
Restricted	470,661	60,593	556	44,004	2,789,016
	487,760	60,593	556	44,004	2,814,255
Total liabilities, deferred inflows of resources and fund balance	\$ 525,498	\$ 60,593	\$ 556	\$ 44,004	\$ 3,494,864

City of Excelsior Springs, Missouri

Combining Statement of Revenues, Expenditures and
Changes in Fund Balances
Nonmajor Special Revenue Funds
Year Ended September 30, 2022

	E-911 Phone Tax	Tax Increment Financing- Paradise Playhouse	Public Safety Sales Tax	Equitable Sharing	Tax Increment Financing- Elms Hotel	Tax Increment Financing- Vintage Development II	Parks and Recreation
Revenues:							
Taxes	\$ 29,816	\$ 4,722	\$ 1,124,733	\$ -	\$ 109,692	\$ 366,954	\$ 726,415
Intergovernmental	-	-	-	-	70,248	-	27,801
Charges for services	-	-	-	-	-	-	52,831
Investment earnings	-	-	4,567	-	-	-	10,986
Miscellaneous	-	-	-	-	-	-	91,757
Total revenues	29,816	4,722	1,129,300	-	179,940	366,954	909,790
Expenditures:							
Current:							
General government	65	-	539	-	-	-	-
Public safety	56,094	-	74,662	18,100	-	1,073	-
Recreational activities	-	-	-	-	-	-	782,148
Community development	-	-	-	-	40,720	3,875	74,456
Capital outlay	-	-	492,669	-	-	-	45,095
Total expenditures	56,159	-	567,870	18,100	40,720	4,948	901,699
Excess (deficiency) of revenues over expenditures	(26,343)	4,722	561,430	(18,100)	139,220	362,006	8,091
Other financing sources (uses):							
Proceeds from sale of capital assets	-	-	42,700	-	-	-	-
Transfers in	18,679	-	-	-	11,890	-	308,288
Transfers out	-	-	(612,667)	-	(2,400)	(4,800)	(22,544)
Total other financing sources (uses)	18,679	-	(569,967)	-	9,490	(4,800)	285,744
Net change in fund balance	(7,664)	4,722	(8,537)	(18,100)	148,710	357,206	293,835
Fund balances, beginning	3,428	136	1,050,991	93,547	(985)	278,584	25,469
Fund balances (deficits), ending	\$ (4,236)	\$ 4,858	\$ 1,042,454	\$ 75,447	\$ 147,725	\$ 635,790	\$ 319,304

City of Excelsior Springs, Missouri

Combining Statement of Revenues, Expenditures and
Changes in Fund Balances
Nonmajor Special Revenue Funds (Continued)
Year Ended September 30, 2022

	Community Center Operating	Tax Increment Financing- Golf Course	Walmart/Elms Revenue	Tax Increment Financing- Vintage Development	Total
Revenues:					
Taxes	\$ -	\$ 4,368	\$ -	\$ 27,092	\$ 2,393,792
Intergovernmental revenues	-	-	-	-	98,049
Charges for services	1,247,854	-	-	-	1,300,685
Investment earnings	2,889	150	-	-	18,592
Miscellaneous	21,400	-	-	-	113,157
Total revenues	<u>1,272,143</u>	<u>4,518</u>	<u>-</u>	<u>27,092</u>	<u>3,924,275</u>
Expenditures:					
Current:					
General government	-	-	-	-	604
Public safety	-	-	-	-	149,929
Recreational activities	1,775,859	-	-	-	2,558,007
Community betterment:					
Community development	-	32	-	-	119,083
Health and welfare	-	-	-	-	-
Capital outlay	-	-	-	-	537,764
Total expenditures	<u>1,775,859</u>	<u>32</u>	<u>-</u>	<u>-</u>	<u>3,365,387</u>
Excess (deficiency) of revenues over expenditures	<u>(503,716)</u>	<u>4,486</u>	<u>-</u>	<u>27,092</u>	<u>558,888</u>
Other financing sources (uses):					
Proceeds from sale of capital assets	-	-	-	-	42,700
Transfers in	572,278	97,752	-	-	1,008,887
Transfers out	(93,816)	(97,752)	-	-	(833,979)
Total other financing sources (uses)	<u>478,462</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>217,608</u>
Net change in fund balance	<u>(25,254)</u>	<u>4,486</u>	<u>-</u>	<u>27,092</u>	<u>776,496</u>
Fund balances, beginning	<u>513,014</u>	<u>56,107</u>	<u>556</u>	<u>16,912</u>	<u>2,037,759</u>
Fund balances, ending	<u>\$ 487,760</u>	<u>\$ 60,593</u>	<u>\$ 556</u>	<u>\$ 44,004</u>	<u>\$ 2,814,255</u>

City of Excelsior Springs, Missouri

Schedule of Revenues, Expenditures and Changes in Fund Balances—
Nonmajor Special Revenue Funds—Budget to Actual
Year Ended September 30, 2022

	E-911 Phone Tax		Variance with
	Budget	Actual	Final Budget
Revenues:			
Taxes	\$ 33,000	\$ 29,816	\$ (3,184)
Investment earnings	24	-	(24)
Total revenues	<u>33,024</u>	<u>29,816</u>	<u>(3,208)</u>
Expenditures:			
Current:			
General government	50	65	15
Public safety	47,800	56,094	8,294
Total expenditures	<u>47,850</u>	<u>56,159</u>	<u>8,309</u>
Excess (deficiency) of revenues over expenditures	<u>(14,826)</u>	<u>(26,343)</u>	<u>(11,517)</u>
Other financing sources (uses):			
Transfers in	15,500	18,679	3,179
Total other financing sources (uses)	<u>15,500</u>	<u>18,679</u>	<u>3,179</u>
Net change in fund balance	<u>\$ 674</u>	<u>(7,664)</u>	<u>\$ (8,338)</u>
Fund balances, beginning		<u>3,428</u>	
Fund balances, ending		<u>\$ (4,236)</u>	

9.2.2025

City of Excelsior Springs, Missouri

Schedule of Revenues, Expenditures and Changes in Fund Balances—
Nonmajor Special Revenue Funds—Budget to Actual (Continued)
Year Ended September 30, 2022

	Tax Increment Financing Paradise Playhouse			Public Safety Sales Tax			Equitable Sharing		
	Budget	Actual	Variance with Final Budget	Budget	Actual	Variance with Final Budget	Budget	Actual	Variance with Final Budget
Revenues:									
Taxes	\$ -	\$ 4,722	\$ 4,722	\$ 1,131,756	\$ 1,124,733	\$ (7,023)	\$ -	\$ -	\$ -
Intergovernmental revenues	-	-	-	-	-	-	-	-	-
Investment earnings	-	-	-	9,000	4,567	(4,433)	-	-	-
Total revenues	<u>-</u>	<u>4,722</u>	<u>4,722</u>	<u>1,140,756</u>	<u>1,129,300</u>	<u>(11,456)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures:									
Current:									
General government	-	-	-	700	539	(161)	-	-	-
Public safety	-	-	-	135,345	74,662	(60,683)	44,250	18,100	(26,150)
Community betterment:									
Community development	-	-	-	-	-	-	-	-	-
Community outlay	-	-	-	447,000	492,669	45,669	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>583,045</u>	<u>567,870</u>	<u>(15,175)</u>	<u>44,250</u>	<u>18,100</u>	<u>(26,150)</u>
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>4,722</u>	<u>4,722</u>	<u>557,711</u>	<u>561,430</u>	<u>3,719</u>	<u>(44,250)</u>	<u>(18,100)</u>	<u>26,150</u>
Other financing sources (uses):									
Proceeds from sale of capital assets	-	-	-	42,700	42,700	-	-	-	-
Transfers in	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	(632,264)	(612,667)	19,597	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(589,564)</u>	<u>(569,967)</u>	<u>19,597</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>4,722</u>	<u>\$ 4,722</u>	<u>\$ (31,853)</u>	<u>(8,537)</u>	<u>\$ 23,316</u>	<u>\$ (44,250)</u>	<u>(18,100)</u>	<u>\$ 26,150</u>
Fund balances, beginning		<u>136</u>			<u>1,050,991</u>			<u>93,547</u>	
Fund balances, ending		<u>\$ 4,858</u>			<u>\$ 1,042,454</u>			<u>\$ 75,447</u>	

City of Excelsior Springs, Missouri

Schedule of Revenues, Expenditures and Changes in Fund Balances—
Nonmajor Special Revenue Funds—Budget to Actual (Continued)
Year Ended September 30, 2022

	Tax Increment Financing Elms Hotel		Variance with
	Budget	Actual	Final Budget
Revenues:			
Taxes	\$ 150,000	\$ 109,692	\$ (40,308)
Intergovernmental revenues	-	70,248	70,248
Investment earnings	-	-	-
Total revenues	<u>150,000</u>	<u>179,940</u>	<u>29,940</u>
Expenditures:			
Current:			
General government	-	-	-
Public safety	-	-	-
Community betterment:			
Community development	175,000	40,720	(134,280)
Community outlay	-	-	-
Total expenditures	<u>175,000</u>	<u>40,720</u>	<u>(134,280)</u>
Excess (deficiency) of revenues over expenditures	<u>(25,000)</u>	<u>139,220</u>	<u>164,220</u>
Other financing sources (uses):			
Proceeds from sale of capital assets	-	-	-
Transfers in	10,000	11,890	1,890
Transfers out	(2,400)	(2,400)	-
Total other financing sources (uses)	<u>7,600</u>	<u>9,490</u>	<u>1,890</u>
Net change in fund balance	<u>\$ (17,400)</u>	<u>148,710</u>	<u>\$ 166,110</u>
Fund balances, beginning		<u>(985)</u>	
Fund balances, ending		<u>\$ 147,725</u>	

City of Excelsior Springs, Missouri

Schedule of Revenues, Expenditures and Changes in Fund Balances—
Nonmajor Special Revenue Funds—Budget to Actual (Continued)
Year Ended September 30, 2022

	Tax Increment Financing Vintage Development II		Variance with	Parks and Recreation		Variance with
	Budget	Actual	Final Budget	Budget	Actual	Final Budget
Revenues:						
Taxes	\$ 407,749	\$ 366,954	\$ (40,795)	\$ 720,773	\$ 726,415	\$ 5,642
Intergovernmental revenues	-	-	-	25,000	27,801	2,801
Charges for services	-	-	-	56,172	52,831	(3,341)
Investment earnings	-	-	-	2,000	10,986	8,986
Miscellaneous	-	-	-	94,409	91,757	(2,652)
Total revenues	<u>407,749</u>	<u>366,954</u>	<u>(40,795)</u>	<u>898,354</u>	<u>909,790</u>	<u>11,436</u>
Expenditures:						
Current:						
General government	-	-	-	-	-	-
Public safety	-	1,073	1,073	-	-	-
Recreational activities	-	-	-	1,188,919	782,148	(406,771)
Community betterment:						
Community development	-	3,875	3,875	-	74,456	74,456
Health and welfare	-	-	-	59,805	-	(59,805)
Community outlay	-	-	-	-	45,095	45,095
Total expenditures	<u>-</u>	<u>4,948</u>	<u>4,948</u>	<u>1,248,724</u>	<u>901,699</u>	<u>(347,025)</u>
Excess (deficiency) of revenues over expenditures	<u>407,749</u>	<u>362,006</u>	<u>(45,743)</u>	<u>(350,370)</u>	<u>8,091</u>	<u>358,461</u>
Other financing sources (uses):						
Proceeds from sale of capital assets	-	-	-	-	-	-
Transfers in	-	-	-	310,000	308,288	(1,712)
Transfers out	(2,400)	(4,800)	(2,400)	-	(22,544)	(22,544)
Total other financing sources (uses)	<u>(2,400)</u>	<u>(4,800)</u>	<u>(2,400)</u>	<u>310,000</u>	<u>285,744</u>	<u>(24,256)</u>
Net change in fund balance	<u>\$ 405,349</u>	<u>357,206</u>	<u>\$ (48,143)</u>	<u>\$ (40,370)</u>	<u>293,835</u>	<u>\$ 334,205</u>
Fund balances, beginning		<u>278,584</u>			<u>25,469</u>	
Fund balances, ending		<u>\$ 635,790</u>			<u>\$ 319,304</u>	

City of Excelsior Springs, Missouri

Schedule of Revenues, Expenditures and Changes in Fund Balances—
Nonmajor Special Revenue Funds—Budget to Actual (Continued)
Year Ended September 30, 2022

	Community Center Operating		Variance with Final Budget	Tax Increment Financing Golf Course		Variance with Final Budget
	Budget	Actual		Budget	Actual	
Revenues:						
Taxes	\$ -	\$ -	\$ -	\$ 6,000	\$ 4,368	\$ (1,632)
Charges for services	1,541,546	1,247,854	(293,692)	-	-	-
Investment earnings	-	2,889	2,889	120	150	30
Miscellaneous	-	21,400	21,400	-	-	-
Total revenues	<u>1,541,546</u>	<u>1,272,143</u>	<u>(269,403)</u>	<u>6,120</u>	<u>4,518</u>	<u>(1,602)</u>
Expenditures:						
Current:						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Recreational activities	1,731,142	1,775,859	44,717	-	-	-
Community betterment:						
Community development	-	-	-	25	32	7
Community outlay	-	-	-	-	-	-
Total expenditures	<u>1,731,142</u>	<u>1,775,859</u>	<u>44,717</u>	<u>25</u>	<u>32</u>	<u>7</u>
Excess (deficiency) of revenues over expenditures	<u>(189,596)</u>	<u>(503,716)</u>	<u>(314,120)</u>	<u>6,095</u>	<u>4,486</u>	<u>(1,609)</u>
Other financing sources (uses):						
Proceeds from sale of capital assets	-	-	-	-	-	-
Transfers in	300,000	572,278	272,278	100,000	97,752	(2,248)
Transfers out	(93,816)	(93,816)	-	(100,000)	(97,752)	2,248
Total other financing sources (uses)	<u>206,184</u>	<u>478,462</u>	<u>272,278</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ 16,588</u>	<u>(25,254)</u>	<u>\$ (41,842)</u>	<u>\$ 6,095</u>	<u>4,486</u>	<u>\$ (1,609)</u>
Fund balances, beginning		<u>513,014</u>			<u>56,107</u>	
Fund balances, ending		<u>\$ 487,760</u>			<u>\$ 60,593</u>	

City of Excelsior Springs, Missouri

**Schedule of Revenues, Expenditures and Changes in Fund Balances—
Nonmajor Debt Service Fund—Budget to Actual
Year Ended September 30, 2022**

	Debt Service		Variance with
	Budget	Actual	Final Budget
Revenues, investment earnings	\$ 3,000	\$ 8,837	\$ 5,837
Expenditures, debt service:			
Principal	1,170,000	1,170,000	-
Interest	563,068	563,067	(1)
Trustee fees	1,500	5,123	3,623
Total expenditures	1,734,568	1,738,190	3,622
(Deficiency) of revenues over (under) expenditures	(1,731,568)	(1,729,353)	2,215
Other financing sources, transfers in	1,999,306	1,999,306	-
Net change in fund balance	\$ 267,738	269,953	\$ 2,215
Fund balances, beginning		1,333,485	
Fund balances, ending		<u>\$ 1,603,438</u>	

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

**Schedule of Revenues, Expenditures and Changes in Fund Balances—
Nonmajor Capital Improvements Funds—Budget and Actual
Year Ended September 30, 2022**

	Capital Improvements Budget	Actual	Variance with Final Budget	Transportation Trust Budget	Actual	Variance with Final Budget
Revenues:						
Taxes	\$ 1,185,741	\$ 1,178,717	\$ (7,024)	\$ 1,131,846	\$ 1,124,822	\$ (7,024)
Investment earnings	7,500	9,279	1,779	5,000	5,358	358
Miscellaneous	-	-	-	-	-	-
Total revenues	<u>1,193,241</u>	<u>1,187,996</u>	<u>(5,245)</u>	<u>1,136,846</u>	<u>1,130,180</u>	<u>(6,666)</u>
Expenditures:						
Current:						
General government	160,093	150,936	(9,157)	400	454	54
Public works	-	-	-	62,034	62,034	-
Public safety	-	-	-	-	-	-
Recreational activities	-	-	-	-	-	-
Community betterment:	-	-	-	-	-	-
Community development	-	-	-	-	-	-
Capital outlay	360,000	352,140	(7,860)	895,032	895,032	-
Total expenditures	<u>520,093</u>	<u>503,076</u>	<u>(17,017)</u>	<u>957,466</u>	<u>957,520</u>	<u>54</u>
Excess (deficiency) of revenues over (under) expenditures	<u>673,148</u>	<u>684,920</u>	<u>11,772</u>	<u>179,380</u>	<u>172,660</u>	<u>(6,720)</u>
Other financing sources (uses), transfers in	-	-	-	-	-	-
Other financing sources (uses), transfers out	(399,361)	(399,360)	1	(18,850)	(12,000)	6,850
Net change in fund balance	<u>\$ 273,787</u>	<u>285,560</u>	<u>\$ 11,773</u>	<u>\$ 160,530</u>	<u>160,660</u>	<u>\$ 130</u>
Fund balances, beginning		<u>2,458,889</u>			<u>1,655,594</u>	
Fund balances, ending		<u>\$ 2,744,449</u>			<u>\$ 1,816,254</u>	

City of Excelsior Springs, Missouri

Combining Statement of Net Position
Nonmajor Enterprise Funds
September 30, 2022

	Golf	Airport	Refuse	Total
Assets				
Current assets:				
Cash, cash equivalents and investments	\$ 75,457	\$ -	\$ 321,712	\$ 397,169
Accounts receivable, net of allowance for uncollectibles	-	300	116,435	116,735
Prepaid items	4,898	-	-	4,898
Total current assets	80,355	300	438,147	518,802
Noncurrent assets:				
Net pension asset	-	-	19,014	19,014
Capital assets:				
Land	155,688	50,000	-	205,688
Land improvements	1,521,127	25,000	-	1,546,127
Buildings and improvements	1,824,083	107,718	-	1,931,801
Operating equipment	649,483	552,145	-	1,201,628
Furniture and office equipment	16,050	10,950	-	27,000
Total capital assets	4,166,431	745,813	-	4,912,244
Less accumulated depreciation	(2,362,399)	(279,119)	-	(2,641,518)
Net capital assets	1,804,032	466,694	-	2,270,726
Total noncurrent assets	1,804,032	466,694	19,014	2,289,740
Total assets	1,884,387	466,994	457,161	2,808,542
Deferred Outflows of Resources				
Pension related amounts	-	-	716	716
Liabilities				
Current liabilities:				
Accounts payable and accrued expenses	204	287	2,823	3,314
Unearned revenues	15,025	-	-	15,025
Compensated absences	19,801	-	783	20,584
Total current liabilities	35,030	287	3,606	38,923
Noncurrent liabilities:				
Due to other funds	-	69,294	-	69,294
Total noncurrent liabilities	-	69,294	-	69,294
Total liabilities	35,030	69,581	3,606	108,217
Deferred Inflows of Resources				
Pension related amounts	-	-	3,557	3,557
Net Position				
Net investment in capital assets	1,804,032	466,694	-	2,270,726
Restricted for pension	-	-	19,014	19,014
Unrestricted	45,325	(69,281)	431,700	407,744
Total net position	\$ 1,849,357	\$ 397,413	\$ 450,714	\$ 2,697,484

City of Excelsior Springs, Missouri

Combining Statement of Revenues, Expenses and Changes in Fund Net Position
Nonmajor Enterprise Funds
Year Ended September 30, 2022

	Golf	Airport	Refuse	Total
Operating revenues:				
Charges for services	\$ 1,081,892	\$ -	\$ 1,090,019	\$ 2,171,911
Rental income	-	13,807	-	13,807
Other	7,834	-	47,334	55,168
Total operating revenues	1,089,726	13,807	1,137,353	2,240,886
Operating expenses:				
Personnel services	656,565	-	56,931	713,496
Contractual and professional services	346,211	4,189	910,776	1,261,176
Utilities	10,761	4,726	15,185	30,672
Maintenance and repairs	51,282	-	-	51,282
Depreciation	126,502	28,823	-	155,325
Total operating expenses	1,191,321	37,738	982,892	2,211,951
Operating income (loss)	(101,595)	(23,931)	154,461	28,935
Nonoperating revenue, investment earnings	1,285	4	2,036	3,325
Income (loss) before transfers	(100,310)	(23,927)	156,497	32,260
Transfers in	-	70,874	-	70,874
Transfers out	(16,393)	(15,400)	(52,393)	(84,186)
	(16,393)	55,474	(52,393)	(13,312)
Change in net position	(116,703)	31,547	104,104	18,948
Total net position, beginning	1,966,060	365,866	346,610	2,678,536
Total net position, ending	\$ 1,849,357	\$ 397,413	\$ 450,714	\$ 2,697,484

City of Excelsior Springs, Missouri

Combining Statement of Fiduciary Net Position—Custodial Funds
September 30, 2022

	Hospital	Road District	Total
Assets			
Cash and cash equivalents	\$ 1,522,321	\$ 538,877	\$ 2,061,198
Taxes receivable	160	-	160
	<u>1,522,481</u>	<u>538,877</u>	<u>2,061,358</u>
Liabilities			
Due to other governments	<u>1,522,481</u>	<u>-</u>	<u>1,522,481</u>
Net position - restricted	<u>\$ -</u>	<u>\$ 538,877</u>	<u>\$ 538,877</u>

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

Combining Statement of Changes in Fiduciary Net Position—Custodial Funds
Year Ended September 30, 2022

	Hospital	Road District	Total
Additions			
Taxes	\$ 357,087	\$ 212,772	\$ 569,859
Deductions			
Payments to other organizations	357,087	419,469	776,556
Change in net position	-	(206,697)	(206,697)
Net position - beginning of year	-	745,574	745,574
Net position - end of year	<u>\$ -</u>	<u>\$ 538,877</u>	<u>\$ 538,877</u>

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

Statistical Section Contents

The statistical section of the City's annual financial report presents detailed information as a context for understanding what the information presented in the financial statements, note disclosures and required supplementary information say about the City's overall financial health.

Contents	Page
Financial Trends	
These schedules contain trend information to help the reader understand how the City's financial performance and well being have changed over time.	73 - 78
Revenue Capacity	
These schedules contain information to help the reader assess the City's most significant local revenue sources, the	79 - 84
Debt Capacity	
These schedules present information to help the reader assess the affordability of the City's current level of outstanding debt and the City's ability to issue additional debt	85 - 88
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	89 - 90
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and	91 - 97

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual report for the relevant year.

City of Excelsior Springs, Missouri

**Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)**

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental Activities:										
Net investment in capital assets	14,653,459	13,799,025	16,967,781	16,001,600	14,311,258	13,573,340	11,483,939	11,267,885	12,098,483	13,588,536
Restricted	8,367,261	9,073,288	8,857,748	9,618,400	10,161,087	9,155,692	8,330,815	11,522,782	17,244,754	16,524,552
Unrestricted	1,966,343	1,779,260	4,424,070	5,075,521	5,420,970	4,979,302	5,786,939	3,882,854	(859,371)	2,033,295
Total governmental activities net position	<u>24,987,063</u>	<u>24,651,573</u>	<u>30,249,599</u>	<u>30,695,521</u>	<u>29,893,315</u>	<u>27,708,334</u>	<u>25,601,693</u>	<u>26,673,521</u>	<u>28,483,866</u>	<u>32,146,383</u>
Business-type activities:										
Net investment in capital assets	11,496,124	10,399,991	11,011,064	12,795,611	12,146,625	12,156,978	14,205,033	13,168,479	14,057,029	15,431,503
Restricted	-	-	-	122,500	122,500	-	-	246,434	776,126	633,790
Unrestricted	3,138,388	3,766,529	3,439,513	1,984,826	818,989	532,814	(863,686)	504,950	2,501,160	3,289,206
Total business-type activities net position	<u>14,634,512</u>	<u>14,166,520</u>	<u>14,450,577</u>	<u>14,902,937</u>	<u>13,088,114</u>	<u>12,689,792</u>	<u>13,341,347</u>	<u>13,919,863</u>	<u>17,334,315</u>	<u>19,354,499</u>
Primary government:										
Net investment in capital assets	26,149,583	24,199,016	27,978,845	28,797,211	26,457,883	25,730,318	25,688,972	24,436,364	26,155,512	29,020,039
Restricted	8,367,261	9,073,288	8,857,748	9,740,900	10,283,587	9,155,692	8,330,815	11,769,216	18,020,880	17,158,342
Unrestricted	5,104,731	5,545,789	7,863,583	7,060,347	6,239,959	5,512,116	4,923,253	4,387,804	1,641,789	5,322,501
Total primary government net position	<u>39,621,575</u>	<u>38,818,093</u>	<u>44,700,176</u>	<u>45,598,458</u>	<u>42,981,429</u>	<u>40,398,126</u>	<u>38,943,040</u>	<u>40,593,384</u>	<u>45,818,181</u>	<u>51,500,882</u>

9.2.2025

City of Excelsior Springs, Missouri

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Expenses:										
Governmental activities:										
General Government	\$ 1,371,894	\$ 1,335,488	\$ 1,172,839	\$ 1,325,896	\$ 1,495,888	\$ 1,130,752	\$ 1,486,458	\$ 1,420,359	\$ 1,633,010	\$ 1,590,523
Public Safety	5,437,030	5,524,073	5,401,800	6,091,952	5,778,060	5,824,712	6,176,795	6,511,024	5,839,453	5,843,319
Transportation	186,189	183,239	154,093	161,427	160,016	168,448	190,561	248,064	-	-
Public Works	2,016,591	2,108,427	1,805,277	1,675,382	3,085,897	3,264,980	1,614,026	1,575,030	2,695,527	1,827,230
Health and Welfare	59,570	64,496	64,079	64,565	54,135	55,800	60,714	50,486	-	-
Recreational Activities	764,780	874,303	741,344	984,156	2,745,628	2,803,514	2,894,055	2,670,278	2,891,625	3,779,957
Cemetery Operations	48,599	37,375	48,667	48,570	48,586	38,619	42,130	44,252	46,325	87,684
Community Betterment	2,289,384	1,817,201	2,134,161	2,375,044	2,371,799	3,918,929	2,290,159	579,759	1,175,203	838,076
Interest on long-term debt	44,116	353,700	648,826	669,999	657,221	650,627	673,408	634,332	1,035,109	567,933
Total governmental activities expenses	12,218,153	12,298,302	12,171,086	13,396,991	16,397,230	17,856,381	15,428,306	13,733,584	15,316,252	14,534,722
Business-type activities:										
Water	2,518,433	3,024,878	2,996,381	3,895,403	4,497,953	3,941,725	3,972,284	3,900,182	3,075,099	3,351,992
Sewer	2,591,028	3,258,762	3,524,472	3,606,317	3,767,632	3,717,691	3,883,746	3,986,299	3,093,070	3,117,666
Golf	781,813	756,811	871,239	840,019	895,123	950,714	1,348,952	1,108,141	1,112,769	1,191,321
Airport	41,414	40,434	40,140	36,932	56,563	52,730	46,104	38,676	38,644	37,738
Refuse	719,793	746,090	765,426	803,943	842,818	875,188	932,376	925,568	937,488	982,892
Total business-type activities expenses	6,652,481	7,826,975	8,197,658	9,182,614	10,060,089	9,538,048	10,183,462	9,958,866	8,257,070	8,681,609
Total primary government expenses	18,870,634	20,125,277	20,368,744	22,579,605	26,457,319	27,394,429	25,611,768	23,692,450	23,573,322	23,216,331
Program revenue:										
Governmental activities:										
Charges for services:										
General Government	119,951	327,086	123,734	204,620	119,852	146,473	141,274	147,240	144,021	147,489
Public Safety	1,293,890	438,417	1,112,252	883,097	1,170,658	1,215,641	1,300,600	987,888	1,025,375	1,245,183
Transportation	58,240	37,018	36,281	20,949	20,635	18,054	21,515	-	-	-
Public Works	220,923	349,308	286,285	368,830	201,290	425,384	229,193	283,962	310,966	312,733
Health and Welfare	-	-	-	-	-	-	-	-	-	-
Recreational Activities	82,755	66,540	76,786	66,552	948,338	1,256,209	1,251,292	893,154	970,324	1,300,685
Cemetery Operations	41,767	51,695	54,188	44,605	39,475	31,751	54,076	59,629	84,165	74,255
Community Betterment	52,471	66,326	56,394	-	-	111,061	67,019	231,382	-	-
Operating grants and contributions:										
Public Safety	38,552	52,227	170,491	48,655	3,243	1,110	2,747	672,547	87,893	7,306
Transportation	59,067	65,611	62,949	74,387	66,879	78,902	91,591	140,504	-	-
Public Works	738,211	438,439	461,984	531,828	479,284	552,685	567,894	542,359	1,745,902	889,528
Health and Welfare	19,650	21,067	20,726	20,460	19,430	16,500	28,518	23,175	-	-
Recreational Activities	-	10,129	-	-	28,091	2,000	-	-	-	-
Cemetery Operations	-	-	-	-	-	-	-	-	-	-
Community Betterment	94,597	-	49,174	15,795	6,369	4,839	-	-	408,269	103,315
Capital grants and contributions:										
Public Safety	-	-	-	-	-	55,858	174,405	-	-	-
Transportation	-	41,335	-	-	-	-	-	-	-	-
Public Works	-	-	-	-	-	-	-	-	-	694,935
Community center activities	-	-	-	125,000	125,000	-	-	-	-	308,288
Recreational Activities	304,485	-	-	-	-	-	-	-	-	-
Community Betterment	-	-	-	-	-	-	-	-	-	-
Cemetery Operations	-	-	-	-	-	-	-	-	-	-
Total governmental activities program revenue	3,124,559	1,965,198	2,511,164	2,404,778	3,228,544	3,916,467	3,930,124	3,981,840	4,776,915	5,083,717
Business-type activities:										
Charges for services:										
Water	3,153,647	3,119,696	3,272,647	3,395,406	3,362,927	3,458,759	3,365,086	4,408,773	4,477,971	4,527,183
Sewer	2,159,835	2,200,706	2,704,128	2,882,569	2,931,632	3,318,675	3,776,791	3,808,660	3,700,026	3,771,469
Golf	582,958	582,576	675,080	687,269	692,138	619,465	899,474	913,493	1,043,458	1,089,726
Airport	19,691	19,159	25,631	17,084	19,609	14,381	10,740	11,922	11,872	13,807
Refuse	730,014	765,664	793,364	829,090	870,918	889,374	899,407	1,089,482	1,091,079	1,137,353
Operating/capital grants and contributions:										
Water	-	-	-	-	-	-	-	-	-	-
Sewer	-	-	-	-	-	-	-	-	805,553	218,374
Golf	14,916	27,128	9,691	26,012	13,452	5,788	7,688	1,406	-	-
Airport	-	-	-	447,074	-	-	-	-	-	-
Total business-type activities program revenue	6,661,061	6,714,929	7,480,541	8,284,504	7,890,676	8,306,442	8,959,186	10,233,736	11,129,959	10,757,912
Total primary government program revenues	9,785,620	8,680,127	9,991,725	10,689,282	11,119,220	12,222,909	12,889,310	14,215,576	15,906,874	15,841,629
Net (expense) revenue:										
Governmental activities	(9,093,594)	(10,333,104)	(9,659,902)	(10,992,213)	(13,168,686)	(13,939,914)	(11,498,182)	(9,751,744)	(10,539,337)	(9,451,005)
Business-type activities	8,580	(1,112,046)	(717,117)	(898,110)	(2,169,413)	(1,231,606)	(1,224,276)	274,870	2,872,889	2,076,303
Total primary government net expense	(9,085,014)	(11,445,150)	(10,377,019)	(11,890,323)	(15,338,099)	(15,171,520)	(12,722,458)	(9,476,874)	(7,666,448)	(7,374,702)

City of Excelsior Springs, Missouri

**Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)**

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental activities:										
Taxes:										
Property taxes, levied for general purposes	1,983,116	2,032,641	2,146,128	2,075,669	2,089,248	2,113,038	1,826,079	1,884,052	2,027,186	2,048,639
General sales and use tax	5,651,326	5,658,413	7,289,398	7,742,792	7,740,509	7,620,850	6,772,137	7,021,672	7,776,384	8,434,293
Franchise tax	1,608,499	1,531,495	1,467,003	1,395,566	1,371,129	1,464,533	1,280,479	1,192,458	1,169,365	1,285,932
Cigarette tax	120,186	118,377	117,491	117,986	112,152	101,018	108,286	108,797	98,729	85,609
Railroad and Utility/Financial Institution Tax	51,067	54,065	64,086	58,900	69,922	62,333	97,884	136,202	84,771	103,815
Grants from other governments	-	-	-	-	-	-	-	-	402,859	520,950
Interest and investment earnings	116,863	95,983	254,996	209,335	224,236	139,163	170,314	121,175	86,884	98,593
Miscellaneous	143,056	268,100	228,781	388,803	327,290	273,752	249,452	305,561	312,706	409,856
Gain on sale of capital assets	-	41,500	171,119	18,688	21,097	32,681	38,970	17,700	41,648	42,944
Transfers	(538,200)	197,040	294,709	(569,604)	410,897	(52,435)	(1,179,278)	35,955	(520,647)	82,890
Total governmental activities	<u>9,135,913</u>	<u>9,997,614</u>	<u>12,033,711</u>	<u>11,438,135</u>	<u>12,366,480</u>	<u>11,754,933</u>	<u>9,364,323</u>	<u>10,823,572</u>	<u>11,479,885</u>	<u>13,113,521</u>
Business-type activities:										
Investment earnings	929,984	841,094	799,951	780,866	765,487	780,849	696,553	339,601	20,916	26,771
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Gain on sale of capital assets	15,000	-	31,955	-	-	-	-	-	-	-
Transfers	538,200	(197,040)	(294,709)	569,604	(410,897)	52,435	1,179,278	(35,955)	520,647	(82,890)
Total business-type activities	<u>1,483,184</u>	<u>644,054</u>	<u>537,197</u>	<u>1,350,470</u>	<u>354,590</u>	<u>833,284</u>	<u>1,875,831</u>	<u>303,646</u>	<u>541,563</u>	<u>(56,119)</u>
Total primary government	<u>10,619,097</u>	<u>10,641,668</u>	<u>12,570,908</u>	<u>12,788,605</u>	<u>12,721,070</u>	<u>12,588,217</u>	<u>11,240,154</u>	<u>11,127,218</u>	<u>12,021,448</u>	<u>13,057,402</u>
Changes in net position:										
Governmental activities	42,319	(335,490)	2,373,809	445,922	(802,206)	(2,184,981)	(2,133,859)	1,071,828	940,548	3,662,517
Business-type activities	1,491,764	(467,992)	(179,920)	452,360	(1,814,823)	(398,322)	651,555	578,516	3,414,452	2,020,184
Total primary government	<u>\$ 1,534,083</u>	<u>\$ (803,482)</u>	<u>\$ 2,193,889</u>	<u>\$ 898,282</u>	<u>\$ (2,617,029)</u>	<u>\$ (2,583,303)</u>	<u>\$ (1,482,304)</u>	<u>\$ 1,650,344</u>	<u>\$ 4,355,000</u>	<u>\$ 5,682,701</u>

City of Excelsior Springs, Missouri

Program Revenues by Function/Program
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental activities:										
General government	119,951	327,086	123,734	204,620	119,852	146,473	141,274	147,240	144,021	147,489
Public Safety	1,332,442	490,644	1,282,743	931,752	1,173,901	1,216,751	1,477,752	1,660,435	1,113,268	1,252,489
Transportation	117,307	143,964	99,230	95,336	87,514	96,956	113,106	140,504	-	-
Public works	959,134	787,747	748,269	900,658	680,574	978,069	797,087	826,321	2,056,868	1,897,196
Health and Welfare	19,650	21,067	20,726	20,460	19,430	16,500	28,518	23,175	-	-
Cemetery operations	41,767	51,695	54,188	44,605	39,475	31,751	54,076	59,629	84,165	74,255
Community Center Activities	-	-	-	-	125,000	-	-	-	-	-
Recreational Activities	387,240	76,669	76,786	66,552	976,429	1,258,209	1,251,292	893,154	970,324	1,300,685
Community Betterment	147,068	66,326	105,508	15,795	6,369	115,900	67,019	231,382	408,269	411,603
Total governmental activities	<u>3,124,559</u>	<u>1,965,198</u>	<u>2,511,184</u>	<u>2,279,778</u>	<u>3,228,544</u>	<u>3,860,609</u>	<u>3,930,124</u>	<u>3,981,840</u>	<u>4,776,915</u>	<u>5,083,717</u>
Business-type activities:										
Water	3,153,647	3,119,696	3,272,647	3,395,406	3,362,927	3,458,759	3,365,086	4,408,773	4,477,971	4,527,183
Sewer	2,159,835	2,200,706	2,704,128	2,882,569	2,931,632	3,318,675	3,776,791	3,808,660	4,505,579	3,989,843
Golf	582,958	582,576	675,080	1,134,343	705,590	625,253	907,162	914,899	1,043,458	1,089,726
Airport	19,691	19,159	25,631	17,084	19,609	14,381	10,740	11,922	11,872	13,807
Refuse	730,014	765,664	793,364	829,090	870,918	889,374	899,407	1,089,482	1,091,079	1,137,353
Total business-type activities	<u>6,646,145</u>	<u>6,687,801</u>	<u>7,470,850</u>	<u>8,258,492</u>	<u>7,890,676</u>	<u>8,306,442</u>	<u>8,959,186</u>	<u>10,233,736</u>	<u>11,129,959</u>	<u>10,757,912</u>
Total government	<u><u>9,770,704</u></u>	<u><u>8,652,999</u></u>	<u><u>9,982,034</u></u>	<u><u>10,538,270</u></u>	<u><u>11,119,220</u></u>	<u><u>12,167,051</u></u>	<u><u>12,889,310</u></u>	<u><u>14,215,576</u></u>	<u><u>15,906,874</u></u>	<u><u>15,841,629</u></u>

City of Excelsior Springs, Missouri

Fund Balances, Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

(Unaudited)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General Fund										
Nonspendable	\$ 332,332	\$ 266,296	\$ 1,208,562	\$ 1,526,634	\$ 1,774,056	\$ 2,139,029	\$ 1,537,492	\$ 1,701,485	\$ 428,602	\$ 297,992
Restricted	352,292	372,229	367,964	377,822	354,850	365,912	375,885	130,843	148,039	131,447
Unassigned	2,530,112	2,409,377	2,138,743	1,747,484	1,755,997	1,822,760	1,858,643	2,272,348	2,090,594	2,231,775
Total General Fund	<u>3,214,736</u>	<u>3,047,902</u>	<u>3,715,269</u>	<u>3,651,940</u>	<u>3,884,903</u>	<u>4,327,701</u>	<u>3,772,020</u>	<u>4,104,676</u>	<u>2,667,235</u>	<u>2,661,214</u>
All Other Governmental Funds:										
Nonspendable	\$ 191,454	\$ 205,360	\$ 212,909	\$ 219,610	\$ 201,397	\$ 204,920	\$ 214,127	\$ 278,356	\$ 279,094	\$ 299,551
Restricted	8,027,469	26,277,456	20,814,520	10,157,558	10,419,699	9,332,307	8,679,872	9,471,895	7,492,249	16,475,722
Assigned	33,610	-	-	-	-	-	-	138,565	-	-
Unassigned	(113,184)	(12,815)	(297)	(704)	(7,577)	-	-	(3,926)	(985)	(518,790)
Total all other governmental funds	<u>\$ 8,139,349</u>	<u>\$ 26,470,001</u>	<u>\$ 21,027,132</u>	<u>\$ 10,376,464</u>	<u>\$ 10,613,519</u>	<u>\$ 9,537,227</u>	<u>\$ 8,893,999</u>	<u>\$ 9,884,890</u>	<u>\$ 7,770,358</u>	<u>\$ 16,256,483</u>

Source: City financial statements.

9.2.2025

City of Excelsior Springs, Missouri

Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(Unaudited)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues:										
Taxes	9,371,502	9,390,771	11,084,096	11,383,900	11,396,453	11,379,793	10,091,000	10,343,181	11,156,435	11,958,288
Special Assessments	2,314	(485)	-	-	-	-	-	-	-	-
Intergovernmental	1,103,476	587,473	765,324	816,125	728,296	711,894	865,155	1,378,585	2,644,923	2,307,831
Licenses and permits	167,959	149,073	178,020	204,620	212,303	257,535	208,294	378,622	280,802	288,001
Charges for services	843,481	826,199	1,267,563	1,085,933	2,009,474	2,664,183	2,552,914	2,009,132	1,890,606	2,645,697
Fines and forfeitures	486,303	361,602	300,277	298,100	278,471	282,855	303,761	215,501	228,428	164,653
Use of money and property	116,863	95,984	254,996	209,335	224,236	139,163	170,314	121,175	86,884	98,593
Other	545,192	309,600	301,324	388,803	327,290	273,752	249,452	305,560	312,706	409,856
Total revenues	12,637,090	11,720,217	14,151,600	14,386,816	15,176,523	15,709,175	14,440,890	14,751,756	16,600,784	17,872,919
Expenditures										
General government	1,156,978	1,138,125	1,185,750	1,341,370	1,206,920	1,373,996	1,575,175	1,337,066	1,687,552	1,678,475
Public Safety	5,020,233	5,112,654	5,087,974	5,294,162	5,209,260	5,517,480	5,767,018	5,852,113	6,052,883	1,034,611
Transportation	144,268	149,953	136,801	143,934	146,323	157,086	169,710	-	-	-
Public works	1,090,315	1,452,970	1,227,329	1,101,613	2,072,279	2,956,809	1,143,087	950,763	968,689	6,029,745
Health and Welfare	59,570	64,496	66,034	60,084	51,932	58,433	59,435	-	-	-
Recreational Activities	673,468	751,456	626,965	743,695	588,048	637,216	654,227	1,909,736	2,277,997	3,259,012
Community Center	-	-	-	92,255	1,359,349	1,368,737	1,401,847	-	-	-
Cemetery operations	48,599	41,393	48,667	48,570	48,586	38,619	42,130	44,252	46,325	87,684
Community Betterment	2,279,967	1,807,155	2,127,980	2,327,714	2,365,325	3,899,946	2,278,247	852,759	1,252,648	923,628
Capital outlay	1,684,016	1,238,104	7,743,522	12,510,439	947,751	645,924	1,806,341	1,272,574	3,954,783	4,279,884
Debt service:										
Principal	470,000	285,000	475,000	200,000	485,000	500,000	556,440	579,769	606,686	1,170,000
Bond issuance costs	-	368,323	-	-	-	-	-	-	424,299	-
Interest	53,331	33,400	677,204	696,108	684,933	670,308	701,223	682,832	614,261	568,190
Total expenditures	12,680,745	12,443,029	19,403,226	24,559,944	15,165,706	17,824,554	16,154,880	13,481,864	17,886,123	19,031,229
Excess of revenues (under) expenditures	(43,655)	(722,812)	(5,251,626)	(10,173,128)	10,817	(2,115,379)	(1,713,990)	1,269,892	(1,285,339)	(1,158,310)
Other financing sources (uses):										
Transfers in	1,404,695	1,469,779	1,997,218	2,573,496	2,561,469	2,493,391	2,905,639	3,045,645	4,195,678	5,030,572
Transfers out	(1,942,895)	(1,272,739)	(1,702,509)	(3,143,100)	(2,150,572)	(2,545,826)	(2,436,812)	(3,009,690)	(4,716,325)	(4,947,682)
Issuance of long-term debt	-	18,631,626	-	-	-	1,500,000	-	-	24,105,065	-
Proceeds of refunding bonds	-	-	-	-	-	-	-	-	-	-
Payment to refunded bond escrow agent	-	-	-	-	-	-	-	-	(16,377,576)	-
Premium (discount) on long-term debt	-	-	-	-	-	-	-	-	-	-
Other	151,085	-	-	-	-	-	-	-	-	-
Proceeds from sale of property	82,275	41,500	181,415	28,735	48,304	34,320	46,254	17,700	54,336	42,944
Total other financing sources (uses)	(304,840)	18,870,166	476,124	(540,869)	459,201	1,481,885	515,081	53,655	7,261,178	125,834
Net changes in fund balance	(348,495)	18,147,354	(4,775,502)	(10,713,997)	470,018	(633,494)	(1,198,909)	1,323,547	5,975,839	(1,032,476)
Debt service as a percentage of noncapital expenditures	6.88%	4.76%	10.28%	9.94%	7.57%	6.80%	8.20%	10.20%	4.00%	8.00%

Source: City financial statements.

City of Excelsior Springs, Missouri

Tax Revenues by Source, Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

(Unaudited)

Fiscal Year	Property	General Sales and Use	Franchise	Cigarette	Railroad, Utility and Financial Institution	Total
2013	1,983,116	5,651,326	1,608,499	120,186	51,067	9,414,194
2014	2,032,641	5,658,413	1,531,495	118,377	54,065	9,394,991
2015	2,146,128	7,289,398	1,467,003	117,481	64,086	11,084,096
2016	2,068,656	7,668,104	1,470,255	117,985	58,900	11,383,900
2017	2,102,741	7,740,509	1,371,129	112,152	69,922	11,396,453
2018	2,153,163	7,598,746	1,464,533	101,018	62,333	11,379,793
2019	1,865,229	6,727,723	1,324,893	108,286	64,869	10,091,000
2020	1,884,052	7,021,672	1,192,458	108,797	136,202	10,343,181
2021	2,027,186	7,776,384	1,169,365	98,729	84,771	11,156,435
2022	2,048,639	8,434,293	1,285,932	85,609	103,815	11,958,288
Change 2013-2022	3.30%	49.24%	-20.05%	-28.77%	103.29%	27.02%

Source: City records.

City of Excelsior Springs, Missouri

**Principal Sales Tax Industries
Calendar Years 2022 and 2013
(Unaudited)**

Industry	Percentage of Total City Sales Tax Revenues:	
	Calendar	Calendar
	Year 2022	Year 2013
Department Stores	33.74 %	33.33 %
Automotive Dealers And Gasoline Service	3.72	2.16
Grocery Stores	11.02	15.71
Eating And Drinking Places	7.90	10.23
Utilities	N/A	N/A
Hotels and Motels	N/A	N/A
Miscellaneous Retail	0.11	2.91
Automotive Repair, Services and Garage	0.98	N/A
Hardware Stores	1.00	2.16
Communication	1.00	3.00
Building Material, Hardware, Garden Supply	1.78	3.46
Business Services	0.02	2.23
Miscellaneous Services	1.01	3.86
General Merchandise Stores	2.43	N/A
	<u>64.71 %</u>	<u>79.05 %</u>

Source: Missouri Department of Revenue Report of Sales Tax by Standard Industry Codes and City Sales Tax records.

Note: Due to confidentiality and limited revenue payers, the dollar amount has not been disclosed.

City of Excelsior Springs, Missouri

**Assessed and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(Unaudited)**

Tax Year	Fiscal Year	Real Estate			Personal Property	Railroad and Utility	Total Taxable Assessed Value	Percent Growth	Total Direct Tax Rate	Actual Taxable Value	Value as a Percentage of Actual Value
		Residential	Commercial	Agricultural							
2013	2014	72,170,550	34,365,390	244,030	32,120,950	5,407,528	144,308,448	4.42%	1.1835	603,505,164	23.91%
2014	2015	71,888,900	34,649,580	278,330	34,630,795	5,721,987	147,169,592	1.98%	1.1835	611,784,998	24.06%
2015	2016	74,933,000	32,730,080	257,660	40,122,629	5,702,172	153,745,541	4.47%	1.1788	638,215,889	24.09%
2016	2017	74,865,120	32,583,580	257,660	40,755,851	5,660,971	154,123,182	0.25%	1.1820	639,190,915	24.11%
2017	2018	77,006,690	32,312,140	246,730	39,726,302	5,235,198	154,527,060	0.26%	1.1820	645,072,616	23.95%
2018	2019	77,319,480	32,538,830	258,830	40,662,909	5,078,367	155,858,416	0.86%	1.1826	649,876,225	23.98%
2019	2020	83,468,550	35,206,040	276,930	36,071,311	6,596,397	161,619,228	3.70%	1.1655	681,555,527	23.71%
2020	2021	84,239,080	35,700,240	272,110	39,531,755	7,097,628	166,840,813	3.23%	1.1655	699,167,697	23.86%
2021	2022	95,275,490	41,637,790	335,640	37,444,489	7,263,485	181,956,894	9.06%	1.0889	770,531,580	23.61%
2022	2023	96,142,980	44,754,510	335,200	43,441,088	8,079,185	192,752,963	5.93%	1.0932	805,553,975	23.93%

Source: City tax-billing records and county aggregate valuations.

City of Excelsior Springs, Missouri

**Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years
(Unaudited)**

Tax Year Levied	Fiscal Year	City Direct Rates				Overlapping Rates				Total Direct and Overlapping Rate	
		General Fund	Parks	Recreation	Hospital	School District	Clay County	Ray County	State	Clay County	Ray County
2012	2013	0.6178	0.1737	0.1737	0.1737	5.2000	0.8953	1.5347	0.0300	7.2642	7.9036
2013	2014	0.6417	0.1806	0.1806	0.1806	5.2000	0.8824	1.0894	0.0300	7.2959	7.5029
2014	2015	0.6423	0.1808	0.1808	0.1808	5.2000	0.8693	1.0882	0.0300	7.2840	7.5029
2015	2016	0.6391	0.1799	0.1799	0.1799	5.1724	0.8374	1.0213	0.0300	7.2186	7.4025
2016	2017	0.6408	0.1804	0.1804	0.1804	5.1044	0.8362	1.0087	0.0300	7.1526	7.3251
2017	2018	0.6408	0.1804	0.1804	0.1804	5.1272	1.1552	1.1318	0.0300	7.4944	7.4710
2018	2019	0.6411	0.1805	0.1805	0.1805	5.1942	0.9255	1.2052	0.0300	7.3323	7.6120
2019	2020	0.6411	0.1805	0.1805	0.1805	5.2744	0.8585	1.1587	0.0300	7.3455	7.6457
2020	2021	0.6411	0.1805	0.1805	0.1805	5.2744	0.8585	1.1587	0.0300	7.3455	7.6457
2021	2022	0.5925	0.1669	0.1669	0.1669	5.2262	1.0932	1.0329	0.0300	7.4426	7.3823

Source: City billing records, tax rate summaries prepared by county clerks.

Notes:

Overlapping rates are those of local and county governments that apply to property owners within the City.

City of Excelsior Springs, Missouri

Principal Property Taxpayers
Current Year and Ten Years Ago
(Unaudited)

Taxpayer	Tax Year 2022			Tax Year 2013		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
AIPC MISSOURI LLC	6,581,500	1	3.28%	13,757,688	1	9.96%
WAL-MART REAL ESTATE BUSINESS TRUST	3,322,880	2	1.66%	3,543,371	2	2.57%
401 REGENT LLC (ELMS)	2,183,150	3	1.09%	**	**	**
LACLEDE GAS CO	2,162,940	4	1.08%	**	**	**
Y JUNCTION LLC	1,247,680	5	0.62%	698,620	12	0.51%
CROWN HILL ASSOC LLC	1,170,530	6	0.58%	881,700	8	0.64%
BLOCH FAMILY 2005 PARTNERSHIP LP	1,120,000	7	0.56%	1,335,070	5	0.97%
ALDI INC	1,033,060	8	0.52%	**	**	**
MILLER ASSOCIATES LLC	975,650	9	0.49%	**	**	**
ANDERSON MICHAEL C TRUST	963,300	10	0.48%	**	**	**
COLONY PLAZA ASSOCIATES LP	881,580	11	0.44%	471,070	20	0.34%
LAWN & GARDEN LLC	876,680	12	0.44%	**	**	**
EXCELSIOR PROPERTY HOLDINGS LLC	820,580	13	0.41%	771,520	9	0.56%
REXAM CONSUMER PLASTICS INC	776,640	14	0.39%	1,299,357	6	0.94%
WALLER PROPERTIES LLC	714,790	15	0.36%	2,355,087	3	1.71%
KRIER, TOM D & SHIRLEY A	708,340	16	0.35%	**	**	**
SANSON, GARY R & KIMBERLY A	645,260	17	0.32%	**	**	**
C & G STORAGE LLC	631,170	18	0.31%	578,210	14	0.42%
RRCBG PROPERTIES LLC	625,010	19	0.31%	**	**	**
CLAY-RAY PLASTICS INC	618,210	20	0.31%	562,020	15	0.41%

SOURCE: County Assessor Report for 2022, City Tax Billing Records for 2013.

** Taxpayer was not in top 20 in tax year 2013, so rank is unknown.

City of Excelsior Springs, Missouri

Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended September 30:	Tax Year	Taxes Levied for the Tax Year	Collected Within the Fiscal Year of the Levy		Collected in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2013	2012	1,562,942	1,521,982	97.38%	30,424	1,552,406	99.33%
2014	2013	1,644,111	1,607,215	97.76%	35,410	1,642,625	99.91% {a}
2015	2014	1,677,700	1,677,700	100.00%	-	1,677,700	100.00%
2016	2015	1,686,027	1,643,174	97.46%	40,076	1,683,250	99.84%
2017	2016	1,743,702	1,704,651	97.76%	34,300	1,738,951	99.73%
2018	2017	1,716,028	1,674,618	97.59%	33,300	1,707,918	99.53%
2019	2018	1,909,973	1,872,267	98.03%	-	1,872,267	98.03%
2020	2019	1,860,002	2,119,921	113.97%	13,297	2,133,218	114.69%
2021	2020	1,975,278	2,012,881	101.90%	18,823	2,031,704	102.86%
2022	2021	2,317,015 {b}	2,210,641 {c}	95.41%	14,562 {c}	2,225,203	96.04%

{a} Beginnig with tax year 2012, taxes are billed and collected by the County Collectors.

{b} From Notice of Tax Rate Hearing

{c} City Tax Billing Records and County Collector remittances

9.2.2025

City of Excelsior Springs, Missouri

**Ratios of Net General Bonded Debt Outstanding by Type
Last Ten Fiscal Years
(Unaudited)**

Fiscal Year	Governmental Activities			Business-Type Activities				Total Primary Government	Percentage of Personal Income	Per Capita
	Capital Leases	Revenue Bonds	Certificates of Participation	Loan Payable	Certificates of Participation	Lease Purchase Agreement	Revenue Bonds			
2013	-	760,000	-	-	34,815,000	157,326	-	35,732,326	4.08%	3,235
2014	-	19,106,626	-	-	33,787,955	105,081	-	52,999,662	5.82%	4,761
2015	-	18,605,850	-	-	32,661,718	49,833	-	51,317,401	5.52%	4,557
2016	-	17,800,000	-	-	31,600,000	-	-	49,400,000	4.65%	4,273
2017	-	17,315,000	-	-	29,820,000	-	-	47,135,000	4.22%	4,077
2018	1,500,000	16,815,000	-	-	28,180,000	-	-	46,495,000	3.90%	3,992
2019	1,443,560	16,315,000	-	-	26,445,000	-	-	44,203,560	3.68%	3,772
2020	1,388,791	15,790,000	-	-	23,280,000	-	-	40,458,791	3.31%	3,449
2021	-	-	23,875,000	-	21,360,000	-	-	45,235,000	3.15%	3,798
2022	-	-	23,105,000	-	19,335,000	-	-	42,440,000	2.96%	3,509

9.2.2025

City of Excelsior Springs, Missouri

**Direct and Overlapping Governmental Activities Debt
For the Year Ended September 30, 2022
(Unaudited)**

Governmental Unit		Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Clay County	[1]	23,547,798	3.60%	847,721
Ray County	[1]	-	n/a	-
Excelsior Springs School District	[1]	40,630,775	69.00% [2]	28,035,235
Subtotal, overlapping debt		<u>64,178,573</u>		<u>28,882,956</u>
City Direct Debt		<u>23,875,000</u>	100.00%	<u>23,875,000</u>
Total direct and overlapping debt		<u><u>88,053,573</u></u>		<u><u>\$ 52,757,956</u></u>

Sources:

- [1] Outstanding G.O. debt obtained from the Ray County Clerk's Office, the Clay County Auditor's Office, the Excelsior Springs School District Administrative Office, and the Excelsior Springs Hospital Financial Statements.
- [2] Assessed value (used to determine the estimated percentage applicable) obtained from the Missouri Department of Elementary and Secondary Education website.

City of Excelsior Springs, Missouri

Legal Debt Margin Information
Last Nine Fiscal Years
(dollars in thousands)
(Unaudited)

									Legal Debt Margin Calculation for Fiscal Year 2022	
									Assessed value	192,752,963
									Debt limit (20% of assessed value)	38,551
									Debt applicable to limit:	
									General obligation bonds	-
									Less amount set aside for repayment of general obligation debt	-
									Total net debt applicable to limit	-
									Legal debt margin	\$ 38,551
									2014	2015
									2016	2017
									2018	2019
									2020	2021
									2022	
Debt limit	27,794	29,434	30,749	30,825	31,172	32,324	33,071	36,391	38,551	
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	
Legal debt margin	27,794	29,434	29,434	30,825	32,324	32,324	33,071	36,391	38,551	
Total net debt applicable to the limit as a percentage of debt limit	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

9.2.2025

City of Excelsior Springs, Missouri

Pledged-Revenue Coverage

Last Ten Fiscal Years

(dollars in thousands)

(Unaudited)

Facilities Authority Revenue Bonds (a&c) (a)							
Fiscal Year	Facility Lease Payments (a)	Less Operating Expenses	Net Available Revenue	Debt Service		Coverage	
				Principal	Interest		
2012	326,900	3,025	323,875	265,000	58,875	1.00	
2013	322,450	3,075	319,375	275,000	44,375	1.00	
2014	318,400	3,025	315,375	285,000	30,375	1.00	
2015	487,538	913	486,625	475,000	11,625	1.00	
2016	-	-	-	-	-	N/A	
2017	-	-	-	-	-	N/A	
2018	-	-	-	-	-	N/A	
2019	-	-	-	-	-	N/A	
2020	-	-	-	-	-	N/A	

Water Certificate of Participation (2010) (b&d)							
Fiscal Year	Utility Service Charges	Less Operating Expenses	Net Available Revenue	Debt Service		Coverage	
				Principal	Interest		
2012	3,144,310	1,279,459	1,864,851	340,000	974,239	1.42	
2013	3,105,505	1,601,181	1,504,324	345,000	967,273	1.15	
2014	3,080,160	1,805,336	1,274,824	355,000	959,402	0.97	
2015	3,178,585	1,749,794	1,428,791	565,000	947,516	0.94	
2016	3,395,406	2,426,607	968,799	580,000	849,694	0.68	
2017	3,362,927	2,784,087	578,840	1,110,000	896,084	0.29	
2018	3,458,759	3,096,121	362,638	915,000	845,993	0.21	
2019	3,389,421	3,184,762	204,659	950,000	798,717	0.12	
2020	4,133,784	3,146,731	987,053	-	380,128	2.60	

Pollution Control Certificate of Participation (2010)							
Fiscal Year	Utility Service Charges	Less Operating Expenses	Net Available Revenue	Debt Service		Coverage	
				Principal	Interest		
2012	1,911,127	1,061,506	849,621	235,000	947,239	0.72	
2013	2,152,845	1,126,505	1,026,340	434,166	896,410	0.77	
2014	2,188,814	1,106,607	1,082,207	530,000	1,382,238	0.57	
2015	2,694,484	1,245,043	1,449,441	570,000	1,359,046	0.75	
2016	2,882,569	1,278,011	1,604,558	615,000	1,218,443	0.88	
2017	2,931,632	1,359,761	1,571,871	670,000	1,288,859	0.80	
2018	3,318,675	2,453,979	864,696	725,000	1,262,037	0.44	
2019	3,793,173	2,681,035	1,112,138	785,000	1,214,641	0.56	
2020	3,564,321	1,766,901	1,797,420	845,000	569,810	1.27	

Water Certificate of Participation (2020) (e)							
Fiscal Year	Utility Service Charges	Less Operating Expenses	Net Available Revenue	Debt Service		Coverage	
				Principal	Interest		
2020	4,133,784	3,146,731	987,053	950,000	197,355	0.86	
2021	4,476,702	2,054,951	2,421,751	1,015,000	363,400	1.76	
2022	4,359,444	2,537,423	1,822,021	1,050,000	322,800	1.33	

Pollution Control Certificate of Participation (2020)							
Fiscal Year	Utility Service Charges	Less Operating Expenses	Net Available Revenue	Debt Service		Coverage	
				Principal	Interest		
2020	3,564,321	1,766,901	1,797,420	845,000	279,168	1.60	
2021	3,836,874	1,567,252	2,269,622	905,000	549,700	1.56	
2022	3,607,136	1,612,080	1,995,056	975,000	512,100	1.34	

(a) The Facilities Authority Revenue Bonds were issued by the City's blended component unit. These bonds do not have a dedicated revenue source, but are funded by transfers from the General Fund which represent lease payments on the Police and Fire Departments buildings.

(b) The principal reflected herein includes the refunding of \$2,515,000 in revenue bonds.

(c) The Facilities Authority Revenue Bonds were fully defeased during fiscal year 2015.

(d) The Water and Sewer 2010 BABS were fully defeased during fiscal year 2020.

(e) 2020 Water and Sewer Certificates of Participation were issued in fiscal year 2020.

City of Excelsior Springs, Missouri

Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended September 30	Population	Total Personal Income (In thousands)	Median Household Income	Per Capita Income	Median Age	School Enrollment	Unemployment Rate		
							Clay County	State of Missouri	United States
	{a}	{b}	{c}	{c}	{c}	{d}	{e}	{f}	{g}
2013	11,427	9,515,253	51,679	20,214	40.2	2,672	5.7%	6.0%	7.0%
2014	11,470	10,021,009	49,779	19,988	34.0	2,716	6.3%	6.0%	5.7%
2015	11,477	10,604,599	50,051	20,997	34.8	2,745	4.0%	4.5%	4.9%
2016	11,521	10,794,462	48,523	23,073	33.0	2,674	4.0%	5.2%	5.0%
2017	11,560	11,178,401	49,029	23,188	33.3	2,834	2.9%	3.3%	4.1%
2018	11,646	11,919,317	50,753	26,489	33.4	2,750	2.3%	2.6%	3.6%
2019	11,718	12,013,926	50,849	24,620	34.8	2,826	2.0%	2.4%	3.3%
2020	11,731	12,227,468	48,920	23,488	36.2	2,841	2.9%	3.3%	3.5%
2021	11,909	14,339,156	56,118	24,453	35.7	2,841	4.2%	3.8%	4.6%
2022	12,094	14,326,486	58,535	28,019	35.2	2,680	2.0%	2.7%	3.5%

Sources:

- {a} <http://www.city-data.com/city/Excelsior-Springs-Missouri.html>
- {b} Clay County Data obtained from Bureau of Economic Analysis (www.bea.gov).
- {c} <http://www.city-data.com/city/Excelsior-Springs-Missouri.html> (median age [censusreporter.org](http://www.censusreporter.org))
- {d} School district.
- {e} Clay County unemployment rate, not seasonally adjusted (www.bls.gov).
- {f} State of Missouri unemployment rate, seasonally adjusted (www.bls.gov).
- {g} National unemployment rate, seasonally adjusted (www.bls.gov).

City of Excelsior Springs, Missouri

**Principal Employers
Current Year and Ten Years Ago
(Unaudited)**

	2022			2013		
	Positions	Percentage	Ranking	Positions	Percentage	Ranking
	[a]	[c]		[b]	[c]	
Tree House (American Italian Pasta Co.)	589	13.04%	1	255	5.84%	3
Excelsior Springs School District	375	8.30%	2	346	7.93%	1
Excelsior Springs Hospital	315	6.98%	3	267	6.12%	4
Magna Intier Auto Interiors	280	6.20%	4	201	4.61%	7
Wal-Mart	267	5.91%	5	325	7.45%	2
Waller Truck Company, Inc.	225	4.98%	6	300	6.87%	5
The Elms LLC	211	4.67%	7	N/A	0.00%	N/A
Excelsior Springs Job Corps Center	198	4.38%	8	197	4.51%	6
Fiskers (Gilmore Group and Robert Bosch Corp)	172	3.81%	9	222	5.09%	9
Paccor (Coveris)	125	2.77%	10	N/A	0.00%	N/A
	<u>2,757</u>			<u>2,113</u>		

- [a] Number of employees obtained from respective businesses via telephone.
[b] Number of employees obtained from prior 10 year audit
[c] Total number of employees for percent is estimated

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

**Full-Time Equivalent City Government Employees By Functions/Programs
Last Ten Fiscal Years
(Unaudited)**

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General Government:										
Municipal Court	1	1	1	1	1	1	1	1	1	1
City Manager	2	2	2	1	2	2	2	2	2	2
Finance	4	4	4	4	4	4	4	4	4	4
Human Resources	1	1	1	1	1	1	1	1	1	2
Building Maintenance	1	1	1	1	1	1	1	1	1	1
Community Development	1	1	1	1	1	1	1	1	2	2
Economic Development	-	-	-	-	1	1	1	1	0	0
Planning & Zoning	1	1	1	1	0	0	0	1	2	2
Inspections	3	3	3	3	3	2	2	1	2	2
Senior Center	1	1	1	1	1	1	1	1	1	1
Cemetery	0	0	0	0	0	0	0	0	0	0
Police:										
Officers	22	23	24	24	24	25	26	24	23	18
Civilians	12	10	11	11	10	10	10	10	10	10
Fire:										
Firefighters and Officers	19	19	20	19	18	20	22	20	19	16
Civilians	1	1	1	1	1	1	1	1	1	1
Street Maintenance	6	5	7	5	5	4	4	4	4	5
Refuse	0	1	1	1	1	1	1	1	1	1
Water:										
Administration	1	2	2	2	2	2	2	2	1	1
Transmission/Purification	8	10	12	11	10	10	10	9	9	11
Sewer:										
Administration	1	1	1	1	1	1	1	1	1	1
Transmission/Treatment	11	9	11	10	10	9	9	9	10	9
Construction Services:										
Administration	0	0	0	0	0	0	0	0	0	0
Maintenance	7	7	7	8	8	7	7	5	6	6
Parks and Recreation	5	5	6	6	6	6	6	7	6	6
Transportation:										
Dispatch	1	1	1	1	1	1	1	1	1	1
Drivers	1	1	1	1	1	1	1	1	2	2
Community Center:										
Administration	0	0	0	2	4	3	3	3	1	3
Swimming Pool	0	0	0	1	1	1	1	1	1	1
Fitness	0	0	0	1	0	0	0	1	1	1
Sports/Recreation	0	0	0	1	1	2	2	2	2	3
Golf:										
Maintenance	2	2	2	2	2	2	2	2	0	0
Pro Shop	1	1	1	1	1	1	2	2	0	0
Food and Beverage Sales	1	1	1	1	1	1	1	1	0	0
Total	<u>114</u>	<u>114</u>	<u>124</u>	<u>124</u>	<u>123</u>	<u>122</u>	<u>126</u>	<u>121</u>	<u>115</u>	<u>113</u>

Golf Department under outside management for 2021.

City of Excelsior Springs, Missouri

Operating Indicators By Function/Program
Last Ten Fiscal Years
(Unaudited)

Function/Program	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Police:										
Calls for service	8,093	8,726	9,101	9,500	9,546	9,342	8,990	8,376	11,120	9,084
Adult and Juvenile arrests	1,083	1,286	1,099	1,004	1,211	1,406	1,373	720	1,115	1,082
Speeding citations only	449	605	607	624	566	363	409	190	107	68
Traffic citations	2,828	3,474	3,392	3,124	3,547	3,548	3,791	2,412	1,147	1,029
Police Reports	2,403	2,740	2,553	2,465	2,480	2,647	2,550	2,019	1,947	1,561
DWI's - Municipal	36	71	67	63	68	88	130	36	31	19
Red Light Camera violations {c}	3,041	-	-	-	-	-	-	-	-	-
E 9-1-1 Calls	4,818	5,087	5,978	6,464	6,657	5,835	6,212	5,764	5,594	5,708
Fire and EMS:										
Total ambulance runs	2,047	2,045	2,331	2,347	2,373	2,360	2,304	2,312	2,427	2,454
Total fire runs	481	511	549	560	446	440	403	404	376	368
Property loss	168,600	516,442	723,261	258,350	238,150	400,400	592,950	583,300	494,500	1,546,520
Building Inspections:										
Total building permits {a}	270	299	267	276	477	421	508	642	798	550
Total value all permits	4,212,421	2,710,008	22,090,905	6,817,909	8,725,686	12,651,008	8,028,255	38,477,790	18,684,044	22,185,163
Public service:										
Garbage collected (ton) {b}	2,471	2,623	2,856	2,900	3,039	3,054	2,984	3,064	3,144	2,764
Recycle collected (ton) {b}	484	606	717	729	698	694	645	612	572	574
Parks and Recreation:										
Recreation program participation:										
Youth	2,020	1,200	1,147	1,182	994	1,051	989	388	605	1,073
Adult	608	430	364	374	320	234	233	143	140	120
Exercise programs	510	800	840	3,788	3,804	4,428	3,828	650	113	2,839
Youth art programs	120	450	725	724	412	260	407	-	76	363
Special events	n/a	930	975	490	834	1,313	1,018	20	74	884
Golf Course:										
Golf rounds played	17,504	16,805	17,610	17,548	18,737	17,611	19,577	27,441	27,070	26,196
Golf memberships	169	200	182	125	135	138	433	520	448	497
Multi-year discounted memberships			1,037	-	363	235	-	-	-	-
Community Center: {d}										
Memberships sold	n/a	n/a	n/a	n/a	2,685	1,919	1,697	1,339	3,449	5,159
Day passes sold	n/a	n/a	n/a	n/a	3,565	4,635	4,126	1,963	2,039	2,561
Water aerobics class participation	n/a	n/a	n/a	n/a	6,240	13,386	15,873	5,354	10,419	7,882
Swim lesson registrations	n/a	n/a	n/a	n/a	431	224	324	102	189	191
Child watch check-ins	n/a	n/a	n/a	n/a	7,582	6,510	5,625	3,354	2,869	3,823
Kids Night Out participants	n/a	n/a	n/a	n/a	130	196	108	34	n/a	11

Notes:

** Information not available.

{a} Building permits issued include both new construction and permits for remodeling/repairs. The dramatic jump in building permit values during fiscal year 2020 was due to a new elementary school.

{b} Garbage service is provided by contract. Only 2005 thru 2008 statistics are available for this service.

{c} Traffic enforcement cameras became operable in July 2009 and ceased operation in June 2013.

{d} The Community Center opened on October 31, 2016.

City of Excelsior Springs, Missouri

Capital Asset Statistics By Function/Program
Last Ten Fiscal Years
(Unaudited)

Function/Program	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Animal control shelters	1	1	1	1	1	1	1	1	1	1
Fire Stations	1	1	1	1	1	1	1	1	1	1
Parks and Recreation:										
Acreage	225	225	225	225	230	230	230	230	230	150
Parks	13	13	13	13	13	13	13	13	13	18
Baseball/Softball Diamonds	{a}	4	4	4	4	4	4	4	4	3
Soccer/Football Fields	{a}	5	5	5	5	5	5	5	5	5
Basketball Courts	{a}	4	4	4	4	4	4	4	4	4
Tennis Courts	{a}	1	1	1	1	1	1	1	1	1
Skate Parks		1	1	1	1	1	1	1	1	1
Parks with Playground Equipment		8	8	8	8	8	8	8	8	12
Golf courses		1	1	1	1	1	1	1	1	1
Picnic Shelters		11	11	11	11	11	11	11	11	11
Community Centers		1	1	1	1	1	1	1	1	1
Splash Pads	-	-	-	-	-	-	-	-	-	1
Street Department										
Miles of Streets	117	117	117	117	117	117	117	117	117	82
Street Lights	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	322
Water:										
Wells	6	6	6	6	6	6	6	6	6	6
Water Storage Tanks/Towers	9	9	9	9	9	9	9	9	9	7
Miles of Water Main	276	276	276	276	276	276	276	276	276	117
Storage Capacity (MGPD)	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	4.50
Average Daily Consumption (MGPD)	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.76
Peak Consumption (MGPD)	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	1.94
Wastewater:										
Sanitary Sewers (miles)	141.00	141.00	141.00	141.00	141.00	142.80	142.80	142.80	142.80	88.00
Storm Sewers (miles)	42	42	42	42	42	42	42	42	42	21
Treatment Plants	1	1	1	1	1	1	1	1	1	1

{a} Includes facilities owned by the school district and used for recreation programs.

City of Excelsior Springs, Missouri

Building Permits Issued (New Construction and Substantial Remodels Only)

Last Ten Fiscal Years

(Unaudited)

Calendar Year	Residential		Commercial		Total	
	Number of Permits	Dollar Value	Number of Permits	Dollar Value	Number of Permits	Dollar Value
2013	4	337,500	7	2,504,352	11	2,841,852
2014	18	773,035	19	1,201,906	37	1,974,941
2015	2	340,000	4	20,927,060 [1]	6	21,267,060
2016	7	1,708,880	12	4,042,041	19	5,750,921
2017	17	3,080,047	6	2,516,576	23	5,596,623
2018	30	4,135,424	18	6,605,523	48	10,740,947
2019	32	4,307,008	14	1,257,517	46	5,564,525
2020	46	7,037,913	28	28,382,848 [2]	74	35,420,761
2021	51	6,579,072	31	7,984,962	82	14,564,034
2022	50	6,628,454	27	12,228,122	77	18,856,576

[1] Includes \$18,793,941 for Community Center construction

[2] Includes \$19,082,603 for Corner Stone School construction

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

**Top 10 Water Users
Fiscal Year Ending September 30, 2022
(Unaudited)**

Business Name	Type of Business	Percentage of Total Usage
Ray County Public Water District No. 1	Neighboring Water District	14.43%
Mid-American Water	Neighboring City	13.31%
Clay County Public Water District No. 3	Neighboring Water District	12.20%
Widewaters Excelsior Springs	Hotel	2.00%
American Italian Pasta Company	Pasta manufacturer	1.94%
City of Prathersville	Neighboring City	1.74%
Excelsior Springs Job Corps	Education facility	1.43%
DCA	Apartment Buildings	1.27%
PAACOR NA, Inc	Consumer packaging manufacturer	0.91%
Lawn & Garden LLC	Manufacturer	0.74%

DRAFT

9.2.2025

City of Excelsior Springs, Missouri

Water System Historical Customer information
Last Nine Fiscal Years
(Unaudited)

	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total number of customers									
Residential	4,066	3,765	3,785	3,798	3,805	3,842	3,885	4,025	3,939
Commercial	381	375	378	384	387	409	386	389	386
Total Customers	4,447	4,140	4,163	4,182	4,192	4,251	4,271	4,414	4,325
Percent outside customers									
Residential	4.25%	4.25%	4.23%	4.19%	4.20%	4.29%	4.20%	4.07%	4.29%
Commercial	2.10%	2.13%	1.99%	1.82%	1.81%	1.92%	1.82%	1.80%	1.81%
Percent billed greater than 30,000 gallons									
Residential	0.50%	0.41%	0.42%	0.40%	0.45%	0.43%	0.39%	0.35%	0.41%
Commercial	12.50%	12.20%	12.40%	12.51%	12.43%	12.98%	10.88%	10.80%	10.36%
Average annual customers									
Residential < 30,000 gallons	3,889	3,590	3,609	3,625	3,629	3,825	3,827	3,847	3,755
Residential > 30,000 gallons	18	15	16	14	17	17	15	14	15
Outside Residential < 30,000 gallons	158	159	159	158	160	172	163	164	168
Outside Residential > 30,000 gallons	1	1	1	1	-	-	-	-	1
Commercial < 30,000 gallons	327	323	325	331	339	356	344	340	343
Commercial > 30,000 gallons	46	44	45	46	48	53	42	42	36
Outside Commercial < 30,000 gallons	2	6	6	5	6	7	7	7	3
Outside Commercial > 30,000 gallons	6	2	2	2	1	1	1	-	4
Total average annual customers	4,447	4,140	4,163	4,182	4,200	4,431	4,399	4,414	4,325
Annual consumption (1,000 gal)									
Retail									
Residential < 30,000 gallons	168,150	160,879	160,835	159,431	159,703	158,166	145,439	156,948	166,981
Residential > 30,000 gallons	24,029	20,076	20,391	21,225	41,214	38,035	41,800	40,600	42,380
Outside Residential < 30,000 gallons	7,205	7,075	7,004	6,981	7,213	7,648	6,546	6,348	7,727
Outside Residential > 30,000 gallons	386	108	339	574	427	144	-	-	-
Commercial < 30,000 gallons	16,032	15,249	6,322	15,721	15,683	16,250	17,080	17,624	17,854
Commercial > 30,000 gallons	107,129	99,569	105,098	92,434	105,737	98,600	82,595	95,804	89,268
Outside Commercial < 30,000 gallons	235	246	183	4,773	403	377	377	3,745	3,695
Outside Commercial > 30,000 gallons	4,716	5,512	9,167	239	1,935	994	994	883	279
Tank water	1,213	1,048	1,098	1,229	1,101	1,101	1,226	913	1,040
Subtotal retail consumption (1,000 gal)	329,095	309,762	310,437	302,607	333,416	321,315	296,057	322,865	329,224
Wholesale									
Mosby [1]	4,607	983	-	-	-	-	-	-	-
Prathersville	5,177	7,262	6,761	6,516	6,801	7,532	6,641	6,437	6,550
Clay County Public Water District # 3	58,641	52,009	55,000	43,018	54,661	52,994	53,752	52,211	46,671
City of Lawson (Mid-American Water)	66,419	58,635	56,396	57,540	57,855	61,508	65,478	59,764	50,935
Ray County Public Water District # 1	60,653	62,609	63,471	61,927	66,546	64,308	58,096	59,795	55,240
Subtotal	195,497	181,498	181,628	169,001	185,863	186,342	183,967	178,207	159,396
Total annual consumption (1,000 gal)	524,592	491,260	492,065	471,608	519,279	507,657	480,024	501,072	488,620

[1]Mosby billed with Prathersville

City of Excelsior Springs, Missouri

Sewer System Historical Customer information
Last Ten Fiscal Years
(Unaudited)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
AVERAGE ANNUAL CUSTOMERS										
Residential	3,675	3,669	3,677	3,418	3,443	3,467	3,673	3,572	3,328	3,619
Outside Residential	11	12	11	10	9	10	13	15	6	13
Commercial	363	362	358	333	336	337	360	263	261	332
Outside Commercial	3	3	3	3	3	3	3	3	3	3
Total Average Annual Customers	4,052	4,046	4,049	3,764	3,791	3,817	4,049	3,853	3,598	3,967
ANNUAL CONSUMPTION (1,000 GALLONS)										
Residential	186,081	180,858	169,575	168,314	167,764	187,685	185,195	160,277	156,388	157,404
Outside Residential	150	160	174	108	84	112	131	178	177	183
Commercial	103,136	95,521	94,161	87,057	85,892	89,800	93,960	66,976	70,613	64,454
Outside Commercial	1,200	966	1,363	3,196	1,162	1,219	1,064	552	691	1,706
Total Annual Consumption (1,000 Gallons)	290,567	277,505	265,273	258,675	254,902	278,816	280,350	227,983	227,869	223,747

DRAFT
9.2.2025



City of Excelsior Springs, Missouri

Single Audit Reports

Draft

8.26.2025

September 30, 2022



Schedule of Expenditures of Federal Awards	1
Notes to the Schedule of Expenditures of Federal Awards	2
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> – Independent Auditor’s Report.....	3
Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance – Independent Auditor’s Report.....	5
Schedule of Findings and Questioned Costs.....	8
Summary Schedule of Prior Audit Findings.....	12

Draft

8.26.2025

City of Excelsior Springs, Missouri
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2022

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Provided to Subrecipients	Total Federal Expenditures
U.S. Department of Health and Human Services				
Passed through Mid-America Regional Council (MARC)				
Aging Cluster				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	None	\$ -	\$ 74,437
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	None	-	8,620
Total Aging Cluster			-	83,057
COVID-19 Provider Relief Fund and American Rescue Plan (ARP) Rural Distribution	93.498	N/A	-	7,306
Total U.S. Department of Health and Human Services			-	90,363
U.S. Department of Commerce				
Economic Development Cluster				
Investments for Public Works and Economic Development Facilities	11.300	N/A	-	415,696
U.S. Department of Transportation				
Formula Grants for Rural Areas and Tribal Transit Program	20.509	N/A	-	63,563
U.S. Department of Housing and Urban Development				
Passed through State of Missouri				
CDBG - Entitlement Grants Cluster				
Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii	14.228	B-19-DC-29-0001	-	62,758
U.S. Department of the Interior				
Save America's Treasures	15.929	N/A	-	216,491
U.S. Department of the Treasury				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	-	520,950
			\$ -	\$ 1,369,821

City of Excelsior Springs, Missouri
Notes to the Schedule of Expenditures of Federal Awards
Year Ended September 30, 2022

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the City of Excelsior Springs, Missouri (the City) under programs of the federal government for the year ended September 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Note 3. Indirect Cost Rate

The City has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

City of Excelsior Springs, Missouri
Schedule of Findings and Questioned Costs
Year Ended September 30, 2022

Section I – Summary of Auditor’s Results

Financial Statements

1. Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:
☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer
2. Internal control over financial reporting:
Material weakness(es) identified? ☒ Yes ☐ No
Significant deficiency(ies) identified? ☐ Yes ☒ No
3. Noncompliance material to the financial statements noted? ☐ Yes ☒ No

Federal Awards

4. Internal control over major federal awards program:
Material weakness(es) identified? ☐ Yes ☒ No
Significant deficiency(ies) identified? ☐ Yes ☒ None noted
5. Type of auditor’s report issued on compliance for major federal program:
☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer
6. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ☐ Yes ☒ No
7. Identification of major federal program:

Assistance Listing Numbers	Name of Federal Program or Cluster
21.027	COVID-19 Coronavirus State and Local Fiscal Recovery Funds
11.300	Investments for Public Works and Economic Development Facilities

8. Dollar threshold used to distinguish between Type A and Type B programs: \$750,000.
9. Auditee qualified as a low-risk auditee? ☐ Yes ☒ No

Section II – Financial Statement Findings

Reference Number	Finding
2022-001	Criteria: Management of the City is responsible for establishing and maintaining effective internal controls over financial reporting. These controls should allow management or employees to prevent, or detect and correct, misstatements to the financial statements on a timely basis. These errors also impacted the accuracy of the schedule of expenditures federal awards. Condition: During the audit there were a significant number of audit adjustments proposed to the original trial balance that was presented to us at the beginning of the audit, which materially affected year-end balances. Most of the audit adjustments related to proper revenue and receivable recognition, capital assets, pension accounting, accrued liabilities, grants and activity recorded to beginning fund balance/net position. This is a repeat finding from 2021. Cause: The City experienced turnover of finance personnel in 2020, and did not have proper procedures and controls in place to ensure the financial statements and schedule of expenditures are prepared in accordance with generally accepted accounting principles, and in a timely manner. Effect or Potential Effect: There were significant financial statement adjustments proposed during the audit process. The lack of proper procedures and controls in place over the preparation of the financial statements could also potentially result in material misstatements of the financial statements and material departures from generally accepted accounting principles. The financial statements were also not available in a timely manner for users of the information. Recommendation: We recommend the City refine controls in place around the year-end financial statement close process to ensure the accounting and financial reporting are accurate, timely, and in accordance with applicable standards. We also recommend the City Manager review bank statements and bank reconciliations on a monthly basis to ensure that accounts are reconciled timely after month-end close. Views of Responsible Officials and Planned Corrective Actions: Management agrees with the stated finding and has implemented a corrective action plan.

City of Excelsior Springs, Missouri
Schedule of Findings and Questioned Costs
Year Ended September 30, 2022

(Continued)

Reference Number	Finding
2022-002	Criteria: Management of the City is responsible for establishing and maintaining effective internal controls over financial reporting. These controls should allow management or employees to prevent, or detect and correct, misstatements to the financial statements on a timely basis. Condition: The Finance Director has incompatible duties within the cash inflows and outflows without appropriate compensating controls. This is a repeat finding from 2021. Cause: Limited staffing at the City prevents management from segregating duties over these transaction cycles. Effect or Potential Effect: The lack of segregation of duties over cash outflows could create a situation where intentional or unintentional errors could occur and not be detected and corrected timely. Recommendation: We recommend the City look for ways to strengthen the internal controls by realigning or reassigning duties where practical and putting in place compensating controls to mitigate and reduce the risk to the City. This could include a two-party authentication on all outgoing wires, and the City Manager reviewing completed bank reconciliations monthly as well as the bank statement for irregular or unknown payments among other changes in the control environment. Views of Responsible Officials and Planned Corrective Actions: Management agrees with the stated finding and has implemented a corrective action plan.

City of Excelsior Springs, Missouri
Schedule of Findings and Questioned Costs
Year Ended September 30, 2022

(Continued)

Reference Number	Finding
2022-003	Criteria: Management of the City is responsible for establishing and maintaining effective internal controls over financial reporting. These controls should allow management or employees to prevent, or detect and correct, misstatements to the financial statements on a timely basis. Condition: A detail of capital assets was not maintained or reconciled to the general ledger resulting in multiple audit adjustments. This is a repeat finding from 2021. Cause: The City did not have proper procedures and controls in place to ensure the financial statements are prepared in accordance with generally accepted accounting principles, and in a timely manner. Effect or Potential Effect: The lack of maintaining a detail of capital assets could result in a material misstatement of the financial statements. Recommendation: We recommend the City looks for ways to strengthen the internal controls by reviewing the capital asset module listings on a line by line basis and ensuring that all general ledger accounts for capital assets agree to the module on a go-forward basis. Also, a listing of capital assets by department should be reviewed with all department heads for accuracy on an annual basis. Views of Responsible Officials and Planned Corrective Actions: Management agrees with the stated finding and has implemented a corrective action plan.

Section III – Federal Award Findings and Questioned Costs

No matters are reportable.

City of Excelsior Springs, Missouri
Summary Schedule of Prior Audit Findings
Year Ended September 30, 2022

Number	Summary of Finding	Status
2022-001	Criteria: Management of the City is responsible for establishing and maintaining effective internal controls over financial reporting. These controls should allow management or employees to prevent, or detect and correct, misstatements to the financial statements on a timely basis. These errors also impacted the accuracy of the schedule of expenditures federal awards. Condition: During the audit there were a significant number of audit adjustments proposed to the original trial balance that was presented to us at the beginning of the audit, which materially affected year-end balances. Most of the audit adjustments related to proper revenue and receivable recognition, capital assets, pension accounting, accrued liabilities, grants and activity recorded to beginning fund balance/net position. This is a repeat finding from 2021. Cause: The City experienced turnover of finance personnel in 2020, and did not have proper procedures and controls in place to ensure the financial statements and schedule of expenditures are prepared in accordance with generally accepted accounting principles, and in a timely manner. Effect or Potential Effect: There were significant financial statement adjustments proposed during the audit process. The lack of proper procedures and controls in place over the preparation of the financial statements could also potentially result in material misstatements of the financial statements and material departures from generally accepted accounting principles. The financial statements were also not available in a timely manner for users of the information. Recommendation: We recommend the City refine controls in place around the year-end financial statement close process to ensure the accounting and financial reporting are accurate, timely, and in accordance with applicable standards. We also recommend the City Manager review bank statements and bank reconciliations on a monthly basis to ensure that accounts are reconciled timely after month-end close. Views of Responsible Officials and Planned Corrective Actions: Management agrees with the stated finding and has implemented a corrective action plan.	Unresolved See 2022-001

City of Excelsior Springs, Missouri
Summary Schedule of Prior Audit Findings
Year Ended September 30, 2022

(Continued)

Reference Number	Summary of Finding	Status
2022-002	Criteria: Management of the City is responsible for establishing and maintaining effective internal controls over financial reporting. These controls should allow management or employees to prevent, or detect and correct, misstatements to the financial statements on a timely basis. Condition: The Finance Director has incompatible duties within the cash inflows and outflows without appropriate compensating controls. This is a repeat finding from 2021. Cause: Limited staffing at the City prevents management from segregating duties over these transaction cycles. Effect or Potential Effect: The lack of segregation of duties over cash outflows could create a situation where intentional or unintentional errors could occur and not be detected and corrected timely. Recommendation: We recommend the City looks for ways to strengthen the internal controls by realigning or reassigning duties where practical and putting in place compensating controls to mitigate and reduce the risk to the City. This could include a two-party authentication on all outgoing wires, and the City Manager reviewing completed bank reconciliations monthly as well as the bank statement for irregular or unknown payments among other changes in the control environment. Views of Responsible Officials and Planned Corrective Actions: Management agrees with the stated finding and has implemented a corrective action plan.	Unresolved See 2022-002

City of Excelsior Springs, Missouri
Summary Schedule of Prior Audit Findings
Year Ended September 30, 2022

(Continued)

Reference Number	Summary of Finding	Status
2022-003	Criteria: Management of the City is responsible for establishing and maintaining effective internal controls over financial reporting. These controls should allow management or employees to prevent, or detect and correct, misstatements to the financial statements on a timely basis. Condition: A detail of capital assets was not maintained or reconciled to the general ledger resulting in multiple audit adjustments. This is a repeat finding from 2021. Cause: The City did not have proper procedures and controls in place to ensure the financial statements are prepared in accordance with generally accepted accounting principles, and in a timely manner. Effect or Potential Effect: The lack of maintaining a detail of capital assets could result in a material misstatement of the financial statements. Recommendation: We recommend the City looks for ways to strengthen the internal controls by reviewing the capital asset module listings on a line by line basis and ensuring that all general ledger accounts for capital assets agree to the module on a go-forward basis. Also, a listing of capital assets by department should be reviewed with all department heads for accuracy on an annual basis. Views of Responsible Officials and Planned Corrective Actions: Management agrees with the stated finding and has implemented a corrective action plan.	Unresolved See 2022-003

Reference Number	Summary of Finding	Status
2021-004	Criteria: Management of the City is responsible for establishing and maintaining effective internal controls over financial reporting. These controls should allow management or employees to prevent, or detect and correct, misstatements to the financial statements on a timely basis. Condition: The City has built up advances from the general fund as an asset with an offsetting liability from several enterprise funds and did not analyze if these funds have the intent and ability to repay these interfund loans within a reasonable amount of time.	Resolved

Excelsior Springs Public Safety Sales Tax Oversight Committee
201 East Broadway
Excelsior Springs, MO 64024

August 19, 2025

Excelsior Springs City Council
City of Excelsior Springs
201 East Broadway
Excelsior Springs, MO 64024

Subject: Recommendation for Approval of Funding Allocations under the Public Safety Sales Tax

Dear Mayor and Members of the City Council,

On behalf of the Excelsior Springs Public Safety Sales Tax Oversight Committee, we respectfully submit this letter to recommend City Council approval of the proposed funding allocations derived from the voter-approved Public Safety Sales Tax, as authorized under Missouri Senate Bill No. 269 (2003).

As defined in Section 67.230, RSMo, all revenues generated from this tax must be deposited in a dedicated trust fund and used solely for improving public safety, including but not limited to expenditures on personnel, equipment, and facilities for police, fire, and emergency medical services.

In accordance with this legislative mandate, the Oversight Committee—composed of local residents appointed through a transparent and inclusive process—has reviewed current proposals for alignment with both statutory guidelines and the priorities approved by the voters of Excelsior Springs.

As part of this process, the Committee is also forwarding for City Council consideration the three attached mission statements, which together define the City's evolving and comprehensive approach to public safety investment. These statements reflect the City's commitment to:

- Strengthening the capacity and support of first responders through sustainable funding, training, and equipment;

- Addressing the ongoing impact of the opioid crisis with compassion, evidence-based strategies, and targeted investments guided by national settlement agreements;
- Responsibly allocating marijuana sales tax revenues to support public safety, drug abuse prevention, and broader community wellness.

Taken together, these three mission statements provide a unified and purpose-driven framework that guides the Committee's recommendations. They reinforce the City's values of integrity, transparency, collaboration, and community-centered solutions.

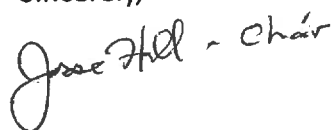
We believe the attached statements will help the Council, city administration, and residents understand the intentional and strategic way in which Excelsior Springs is using its public safety resources to:

- Heal and protect vulnerable populations;
- Reduce preventable deaths and recidivism;
- Promote prevention, education, and early intervention; and
- Build a safer and healthier future for all residents.

We respectfully request the City Council's approval of the funding recommendations reviewed and endorsed by this Committee, and invite your adoption or formal acknowledgment of the mission statements as guiding principles for current and future allocations.

We thank you for your continued leadership and stewardship of these critical community resources.

Sincerely,

A handwritten signature in black ink that reads "Joe Hill - Chair". The signature is written in a cursive, flowing style.

Excelsior Springs Public Safety Sales Tax Oversight Committee

Excelsior Springs Public Safety Sales Tax Oversight Committee Mission Statements (Opioid Settlement)

The City of Excelsior Springs is committed to utilizing opioid settlement funds with integrity, transparency, and purpose to address the devastating impact of the opioid crisis in our community. Guided by the National Settlement Agreements, we will invest these funds in evidence-based strategies that:

- Expand access to treatment and recovery services for individuals with Opioid Use Disorder,
- Support families, including pregnant and parenting women and infants affected by Neonatal Abstinence Syndrome,
- Strengthen harm reduction efforts to prevent overdose deaths and promote public health,
- Enhance prevention strategies, including education, responsible prescribing, and community outreach,
- Provide critical resources to first responders and justice-involved individuals to improve outcomes and reduce recidivism, and
- Invest in leadership, coordination, and training to ensure a sustainable and informed local response.

Through collaborative partnerships, compassionate care, and community-driven solutions, we will work to heal, protect, and build a healthier future for all residents of Excelsior Springs. The Public Safety Sales Tax Oversight Committee, composed of local residents appointed through a transparent process, will review funding requests to ensure alignment with voter-approved priorities, with final approval by the city manager and/or the city council.

Excelsior Springs Public Safety Sales Tax Oversight Committee Mission Statements (Marijuana Sales Tax)

The City of Excelsior Springs is dedicated to enhancing community well-being by responsibly investing marijuana sales tax revenue in public safety, drug abuse prevention, and initiatives that promote a healthier, safer, and more resilient community. The Public Safety Sales Tax Oversight Committee, composed of local residents appointed through a transparent process, will review funding requests to ensure alignment with voter-approved priorities, with final approval by the city manager and/or the city council.

Excelsior Springs Public Safety Sales Tax Oversight Committee Mission Statements

The City of Excelsior Springs is dedicated to strengthening the safety and well-being of our community through the Public Safety Sales Tax, which provides critical funding to train, retain, and equip our first responders. Through responsible stewardship of public resources, we aim to ensure a highly skilled, well-supported, and fully equipped public safety workforce committed to protecting the lives and property of all who live, work, or play in Excelsior Springs. The Public Safety Sales Tax Oversight Committee, composed of local residents appointed through a transparent process, will review funding requests to ensure alignment with voter-approved priorities, with final approval by the city manager and/or the city council.

SB 0269	Enables Excelsior Springs to submit a public safety sales tax to its voters
--------------------	---

Sponsor:	Quick		
LR Number:	1050S.02T	Fiscal Note:	1050-02
Committee:	Economic Development, Tourism & Local Government		
Last Action:	05/15/03 - Signed by Governor (w/EC)	Journal page:	S1704
Title:	SCS SB 269		
Effective Date:	Emergency Clause		

[Full Bill Text](#) | [All Actions](#) | [Available Summaries](#) | [Senate Home Page](#) | [List of 2003 Senate Bills](#)

Current Bill Summary

SCS/SB 269 - This act enables the governing body of Excelsior Springs in Clay County to submit to its qualified voters a ballot question authorizing a one-half cent sales tax. The revenue from such tax must be used for public safety purposes. Several uses are specifically included in the act, but the list is not all inclusive.

The Department of Revenue will collect the tax and submit it to the city treasurer. The act contains contingencies for when, if ever, the sales tax is abolished, or when, if ever, any erroneous payments or overpayments are made.

This act has an emergency clause and ballot language.
JEFF CRAVER

SENATE BILL NO. 269

92ND GENERAL ASSEMBLY

INTRODUCED BY SENATOR QUICK.

Read 1st time January 15, 2003, and 1,000 copies ordered printed.

TERRY L. SPIELER, Secretary.

1050S.011

AN ACT

To amend chapter 67, RSMo, by adding thereto one new section relating to a city sales tax for public safety, with an emergency clause.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Section A. Chapter 67, RSMo, is amended by adding thereto one new section, to be known as section 67.230, to read as follows:

67.230.1. The governing body of any city of the third classification with more than ten thousand eight hundred but less than ten thousand nine hundred inhabitants located at least partly within a county of the first classification with more than one hundred eighty-four thousand but less than one hundred eighty-eight thousand inhabitants, is hereby authorized to impose, by ordinance or order, a sales tax in the amount of up to one-half of one percent on all retail sales made in such city which are subject to taxation under the provisions of sections 144.010 to 144.525, RSMo, for the purpose of improving the public safety for such city, including but not limited to expenditures on equipment, city employee salaries and benefits, and facilities for police, fire and emergency medical providers. The tax authorized by this section shall be in addition to any and all other sales taxes allowed by law, except that no ordinance or order imposing a sales tax pursuant to the provisions of this section shall be effective unless the governing body of the city submits to the voters of the city, at a county or state general, primary or special election, a proposal to authorize the governing body of the city to impose a tax.

2. If the proposal submitted involves only authorization to impose the tax authorized by this section, the ballot of submission shall contain, but need not be limited to, the following language:

"Shall the city of (city's name) impose a citywide sales tax of (insert amount) for the purpose of improving the public safety of the city?"

Yes No

If you are in favor of the question, place an "X" in the box opposite "Yes". If you are opposed to the question, place an "X" in the box opposite "No".

If a majority of the votes cast on the proposal by the qualified voters voting thereon are in favor of the proposal submitted pursuant to this subsection, then the ordinance or order and any amendments thereto

shall be in effect on the first day of the second quarter immediately following the election approving the proposal. If a proposal receives less than the required majority, then the governing body of the city shall have no power to impose the sales tax herein authorized unless and until the governing body of the city shall again have submitted another proposal to authorize the governing body of the city to impose the sales tax authorized by this section and such proposal is approved by the required majority of the qualified voters voting thereon. However, in no event shall a proposal pursuant to this section be submitted to the voters sooner than twelve months from the date of the last proposal pursuant to this section.

3. All revenue received by a city from the tax authorized under the provisions of this section shall be deposited in a special trust fund and shall be used solely for improving the public safety for such city for so long as the tax shall remain in effect.

4. Once the tax authorized by this section is abolished or is terminated by any means, all funds remaining in the special trust fund shall be used solely for improving the public safety for the city. Any funds in such special trust fund which are not needed for current expenditures may be invested by the governing body in accordance with applicable laws relating to the investment of other city funds.

5. All sales taxes collected by the director of the department of revenue under this section on behalf of any city, less one percent for cost of collection which shall be deposited in the state's general revenue fund after payment of premiums for surety bonds as provided in section 32.087, RSMo, shall be deposited in a special trust fund, which is hereby created in the state treasury, to be known as the "City Public Safety Sales Tax Trust Fund". The moneys in the trust fund shall not be deemed to be state funds and shall not be commingled with any funds of the state. The director of the department of revenue shall keep accurate records of the amount of money in the trust and which was collected in each city imposing a sales tax pursuant to this section, and the records shall be open to the inspection of officers of the city and the public. Not later than the tenth day of each month the director of the department of revenue shall distribute all moneys deposited in the trust fund during the preceding month to the city which levied the tax; such funds shall be deposited with the city treasurer of each such city, and all expenditures of funds arising from the trust fund shall be by an appropriation act to be enacted by the governing body of each such city. Expenditures may be made from the fund for any functions authorized in the ordinance or order adopted by the governing body submitting the tax to the voters.

6. The director of the department of revenue may authorize the state treasurer to make refunds from the amounts in the trust fund and credited to any city for erroneous payments and overpayments made, and may redeem dishonored checks and drafts deposited to the credit of such cities. If any city abolishes the tax, the city shall notify the director of the department of revenue of the action at least ninety days prior to the effective date of the repeal and the director of the department of revenue may order retention in the trust fund, for a period of one year, of two percent of the amount collected after receipt of such notice to cover possible refunds or overpayment of the tax and to redeem dishonored checks and drafts deposited to the credit of such accounts. After one year has elapsed after the effective date of abolition of the tax in such city, the director of the department of revenue shall remit the balance in the account to the city and close the account of that city. The director of the department of revenue shall notify each city of each instance of any amount refunded or any check redeemed from receipts due the city.

7. Except as modified in this section, all provisions of sections 32.085 and 32.087, RSMo, shall apply to the tax imposed pursuant to this section.

Section B. Because of the need to increase revenue for public safety, the enactment of section A of this act is deemed necessary for the immediate preservation of the public health, welfare, peace and safety, and is hereby declared to be an emergency act within the meaning of the constitution, and the enactment of section A of this act shall be in full force and effect upon its passage and approval.

[Return to Main Bill Page](#)

[Return to Senate Home Page](#)

RESOLUTION NO. 1601

A RESOLUTION APPROVING AND ADOPTING MISSION STATEMENTS SUBMITTED BY THE PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE

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

Section 1. The City Council hereby approves and adopts the mission statements submitted by the Excelsior Springs Public Safety Sales Tax Oversight Committee, attached hereto and incorporated herein by reference.

Section 2. The mission statements shall serve as guiding principles for the review, recommendation, and approval of expenditures of Public Safety Sales Tax revenues and related settlement or dedicated tax revenues.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF September, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Board/Commission Members
City Council 9/2/2025

TO: City Council
FROM: Molly McGovern, City Manager
DATE:
RE: Consideration of Agenda

Regarding the appointment of Board and Commission members, Mayor Spohn plans to make the following appointment by Resolution at the City Council Meeting on Tuesday, September 2, 2025 at 6:00pm in the Council Chambers. Appointments are subject to Council approval:

NAME: Sonya Morgan
BOARD: Housing Authority Board
HISTORY: Member appointed until 9/30/27 (to finish term previously held by Captain Robert Warner)

A motion and vote is necessary to approve the appointment.

Respectfully submitted,

Molly McGovern, City Manager

1. RESOLUTION -HA Board Appt

RESOLUTION NO. 1602

**A RESOLUTION APPOINTING SONYA MORGAN
TO THE HOUSING AUTHORITY BOARD**

WHEREAS, on September 2, 2025, the City Council of the City of Excelsior Springs, Missouri (the “City”) appoints Board and Commission Representative Sonya Morgan to the Housing Authority Board.

BE IT RESOLVED, that after September 2, 2025, the Mayor and members of the Excelsior Springs City Council will observe the appointment of Sonya Morgan to the Housing Authority Board.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF September, 2025.

APPROVED:

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Board/Commission Members
City Council 9/2/2025

TO: City Council
FROM: Molly McGovern, City Manager
DATE:
RE: Consideration of Agenda

Regarding the appointment of Board and Commission members, Mayor Spohn plans to make the following appointment by Resolution at the City Council Meeting on Tuesday, September 2, 2025 at 6:00pm in the Council Chambers. Appointments are subject to Council approval:

NAME: Brenda Kilgore
BOARD: Downtown Excelsior Springs Commercial Community Improvement District Board
HISTORY: Member appointed until 9/30/29 (new appointment after Full Terms served by David Rhodus)

A motion and vote is necessary to approve the appointment.

Respectfully submitted,

Molly McGovern, City Manager

1. RESOLUTION-Brenda Kilgore to Downtown CID Board

RESOLUTION NO. 1603

**A RESOLUTION APPOINTING BRENDA KILGORE
TO THE DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL COMMUNITY
IMPROVEMENT DISTRICT BOARD**

WHEREAS, on September 2, 2025, the City Council of the City of Excelsior Springs, Missouri (the “City”) appoints Board and Commission Representative Brenda Kilgore to the Downtown Excelsior Springs Commercial Community Improvement District Board of Directors.

BE IT RESOLVED, that after September 30, 2025, the Mayor and members of the Excelsior Springs City Council will observe the appointment of Brenda Kilgore to the Downtown Excelsior Springs Commercial Community Improvement District Board of Directors.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF September, 2025.

APPROVED:

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Board/Commission Members
City Council 9/2/2025

TO: City Council
FROM: Molly McGovern, City Manager
DATE:
RE: Consideration of Agenda

Regarding the appointment of Board and Commission members, Mayor Spohn plans to make the following re-appointment by Resolution at the City Council Meeting on Tuesday, September 2, 2025 at 6:00pm in the Council Chambers. Appointments and re-appointments are subject to Council approval:

NAME: Keith Hudson
BOARD: Downtown Excelsior Springs Commercial Community Improvement District Board
HISTORY: Member re-appointed until 9/30/29

A motion and vote is necessary to approve the appointment.

Respectfully submitted,

Molly McGovern, City Manager

1. RESOLUTION -Downtown CID Board Re-Appt

RESOLUTION NO. 1604

**A RESOLUTION RE-APPOINTING KEITH HUDSON
TO THE DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL
COMMUNITY IMPROVEMENT DISTRICT BOARD**

WHEREAS, on September 2, 2025, the City Council of the City of Excelsior Springs, Missouri (the “City”) re-appoints Board and Commission Representative Keith Hudson to the Downtown Excelsior Springs Commercial Community Improvement District Board of Directors.

BE IT RESOLVED, that after September 30, 2025, the Mayor and members of the Excelsior Springs City Council will observe the re-appointment of Keith Hudson to the Downtown Excelsior Springs Commercial Community Improvement District Board of Directors.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF September, 2025.

APPROVED:

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Board/Commission Members
City Council 9/2/2025

TO: City Council
FROM: Molly McGovern, City Manager
DATE:
RE: Consideration of Agenda

Regarding the appointment of Board and Commission members, Mayor Spohn plans to make the following re-appointment by Resolution at the City Council Meeting on Tuesday, September 2, 2025 at 6:00pm in the Council Chambers. Appointments and re-appointments are subject to Council approval:

NAME: Alan Johnson
BOARD: 1645 Kearney Road Improvement District Board
HISTORY: Member re-appointed for the term of 6/17/26 to 6/16/30

NAME: Tim Cosens
BOARD: 1645 Kearney Road Improvement District Board
HISTORY: Member re-appointed for the term of 6/17/26 to 6/16/30

NAME: James Hilderbrand
BOARD: 1645 Kearney Road Improvement District Board
HISTORY: Member re-appointed for the term of 6/17/26 to 6/16/30

A motion and vote is necessary to approve the appointment.

Respectfully submitted,

Molly McGovern, City Manager

1. RESOLUTION -Price Chopper CID ReAppts
2. Resolution 2025-6_Nominating Successor Directors_1645-c

RESOLUTION NO. 1605

**A RESOLUTION RE-APPOINTING ALAN JOHNSON, TIM COSENS, AND
JAMES HILDERBRAND TO THE 1645 KEARNEY ROAD
COMMUNITY IMPROVEMENT DISTRICT BOARD**

WHEREAS, on September 2, 2025, the City Council of the City of Excelsior Springs, Missouri (the “City”) re-appoints Board and Commission Representatives Alan Johnson, Tim Cosens, and James Hilderbrand to the 1645 Kearney Road Community Improvement District Board.

BE IT RESOLVED, that after June 16, 2026, the Mayor and members of the Excelsior Springs City Council will observe the re-appointments of Alan Johnson, Tim Cosens, and James Hilderbrand to the 1645 Kearney Road Community Improvement District Board of Directors.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF September, 2025.

APPROVED:

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

1645 KEARNEY ROAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-6

NOMINATE SUCCESSOR DIRECTORS

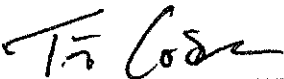
WHEREAS, the 1645 Kearney Road Community Improvements District (the "District") established on June 15, 2020, by Ordinance No. 20-06-06 of the City Council of the City of Excelsior Springs, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Section 67.1404 through 67.1572 of RSMo, as amended (the "CID Act"); and

WHEREAS, the CID Act and Article III, Section 3 of the District's Amended and Restated Bylaws provide for the Mayor of the City to appoint Successor Directors of the District, with the consent of the City Council, and the District's Bylaws set forth that Successor Directors shall serve for a term of four years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WHITE OAK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The District hereby nominates Alan Johnson to serve a four-year term as an Owner's Representative representing McKeever Enterprises, Inc. (term to commence on 6/17/2026 and expire on 6/16/2030).
2. The District hereby nominates Tim Cosens to serve a four-year term as an Owner's Representative representing McKeever Enterprises, Inc. (term to commence on 6/17/2026 and expire on 6/16/2030).
3. The District hereby nominates James Hilderbran to serve a four-year term as an Owner's Representative representing McKeever Enterprises, Inc. (term to commence on 6/17/2026 and expire on 6/16/2030).
4. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the 1645 Kearney Road Community Improvement District on August 14, 2025.



Tim Cosens, Chairman



**Hall Of Waters Elevator
City Council Meeting 9-2-2025**

To: City Council Members
From: Molly McGovern, City Manager
Date: August 28, 2025
RE: Awarding the Bid to MEI for Elevator Modernization

The 1980 elevator has experienced frequent downtimes with many service calls contributing to additional fees, it is also known that with the age of the elevator it is difficult to find parts. MEI recommends modernization to the internal structure.

The Capital Improvements Authority gave approval of the Agreement with MEI for the amount of the bid, \$455,985.00 at their August 2025 meeting.

The bid process was conducted with the assistance of A3G Architects for Elevator Modernization, with two bids obtained; one from MEI Total Elevator Solutions and one from Hartline LLC. During the process it was confirmed that a hatch will be installed in the roof of the Hall of Waters building so the crane can remove and set the new unit into the existing space. Also, the electrical in the elevator room is not code compliant causing the city to apply for a variance from the State of Missouri. The application for the variance was submitted by Mallory Brown, Director of Community Development who will attend the State of Missouri meeting on September 10, 2025 to obtain the variance. The lowest bid is from MEI Total Elevator Solutions, total cost of \$455,985.00.

City Staff recommends and is asking for approval from City Council Members to award the bid to MEI Total Elevator Solutions in the amount of \$455,985.00 for elevator modernization.

Respectfully submitted,

Molly McGovern
City Manager

RESOLUTION NO. 1606

A RESOLUTION AWARDING THE BID AND APPROVING AN AGREEMENT WITH MEI
TOTAL ELEVATOR SOLUTIONS FOR THE HALL OF WATERS ELEVATOR
MODERNIZATION PROJECT IN THE AMOUNT OF \$455,985.00

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

Section 1. The City Council hereby awards the bid for the Hall of Waters Elevator Modernization Project to MEI Total Elevator Solutions in the amount of \$455,985.00, in accordance with the submitted bid.

Section 2. The City Council hereby approves the Agreement with MEI Total Elevator Solutions, a copy of which is attached hereto in its substantial form, in the amount stated above and authorizes the Mayor or City Manager to execute said Agreement, together with any related documents necessary to carry out the work.

Section 3. The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Resolution.

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

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF September, 2025.

ATTEST:

Mark D. Spohn, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR

Hall of Waters Elevator Modernization Project

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2025, by and between the City of Excelsior Springs, Missouri (“City”), and Minnesota Elevator Inc (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, IT IS HEREBY AGREED by City and Contractor as follows:

ARTICLE I DEFINITIONS

As used in this Agreement and the other Contract Documents, the following words and phrases shall mean:

A. “Contractor” A person, firm, or corporation with whom the contract is made by the City.

B. “City” The City of Excelsior Springs, Missouri.

C. “City Manager” That person designated by the City as the City Manager.

D. “Project” The building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. It may also include construction by City or others.

E. “Project Manager” The following project manager employed by the City of Excelsior Springs to manage the project on behalf of the City: Mallory Brown.

F. “Subcontractor” A person, firm or corporation supplying labor and materials or only labor for the work at the site of the project for, and under separate contract or agreement with the Contractor.

G. “Substantial Completion” The stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

H. “Work” or “Work on the Project” Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor. Work shall include all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit A (Scope of Work and Drawings) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

I. “Written Notice” Any notice delivered hereunder and the service thereof shall be deemed completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative on the work.

ARTICLE II THE PROJECT AND THE WORK

A. Contractor shall provide and pay for all Work for the Project.

B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor’s failure to do so.

C. The Project Manager shall act as the City’s representative during the construction period, shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and shall interpret the intent of the contract documents in a fair and unbiased manner. The Project Manager may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Project Manager will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of the material supply. The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. Contractor may be furnished additional instructions and detail drawings by the Project Manager, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the contract drawings, the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

ARTICLE III

CONTRACT AMOUNT

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of Four hundred fifty five thousand nine hundred eighty five dollars and 00/100 Dollars (\$455,985.00). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor's Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE CITY COUNCIL. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE CITY COUNCIL AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR

ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

ARTICLE IV
PROGRESS OF WORK /SUBMITTALS

A. COMMENCEMENT OF WORK. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the mutually agreed upon date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.

B. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion, as defined in Article I hereof, not later than 252 calendar days after the date set forth in the Notice to Proceed for commencement of performance of Work. The Contractor will proceed with the work at such rate of progress to insure Substantial completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. TIME OF THE ESSENCE. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of construction work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather, subject to City approval. Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

D. DELAY IN PERFORMANCE. In the event the City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, the City may, in the City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

E. SUSPENSION OF WORK. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension

F. DRAWINGS AND SPECIFICATIONS. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on the drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Project Manager in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

G. SHOP DRAWINGS. Contractor shall submit to Project Manager for review all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Project Manager. Review of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. When submitted for the Project Manager's review, any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review by Project Manager any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Project Manager's review does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

H. MATERIALS, SERVICES AND FACILITIES. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Project Manager. Materials, supplies or equipment to be

incorporated into the work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

I. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents. The City shall provide all inspection and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness. The Contractor will then furnish the Project Manager the required certificates of inspection, testing approval. Inspections, tests or approvals by the Project Manager or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the Contract Documents. The Project Manager will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

If any work is covered prior to inspection by the Project Manager it must, if requested by the Project Manager, be uncovered for the Project Manager's observation and replaced at the Contractor's expense. If the Project Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment.

J. CORRECTION OF WORK. The Contractor shall promptly remove from the premises all work rejected by the Project Manager for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the City may remove such work and store the materials at the expense of the Contractor.

K. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance function to that specified, the City may approve, in

writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the work.

L. SUBSURFACE CONDITIONS. The Contractor has the responsibility to become familiar with the Project site and the conditions under which work will have to be performed during the construction period prior to bidding. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII.

M. SUPERVISION BY CONTRACTOR. The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. All communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

ARTICLE V CONTRACT DOCUMENTS

A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, form the entire agreement between City and Contractor, and are the Contract Documents:

1. INFORMATION FOR BIDDERS

2. BID FORM
3. AFFIDAVIT OF WORK AUTHORIZATION
4. This AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR
5. PAYMENT AND PERFORMANCE BONDS
6. SCOPE OF WORK/DRAWINGS
7. NOTICE TO PROCEED

Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

ARTICLE VI PAYMENTS

A. Prior to submitting its first application for payment, Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each application for payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.

B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an Application for Partial Payment to the Project Manager. In addition to the amount of payment requested in the Application for Partial Payment, each application shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each Subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such Subcontractor and supplier. An Application shall not include a request for payment for any portion of the Work that was performed or furnished by a Subcontractor or supplier if Contractor does not intend to pay such Subcontractor or supplier from such payment, nor shall the Application include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Application all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Application, or return the Application to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Within fifteen (15) days of its receipt of payment from City, Contractor shall pay all subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.

C. All payments under this Agreement shall be made only upon proper approval of the City. Project Manager shall review each application for payment and certify for payment such amounts as Project Manager determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage is approved, the remaining retainage shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

D. The Finance Director, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the City Council. Payment shall be made to Contractor after the City Council review and approve the payment and authorize the Mayor and Finance Director to sign and deliver the check.

E. Neither City Manager nor Project Manager's approval certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.

F. With each Application, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each Subcontractor or supplier performing any Work, prior to making any payment to Contractor. The subcontractors' and suppliers' receipts and releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for work performed or materials supplied included on any previous payment application to City from Contractor have been satisfied and that the Subcontractor or supplier waives and releases any and all claims or rights in connection therewith. Releases from Contractor's suppliers are only required if that supplier's contributions to the Work total \$25,000 or more.

G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Project Manager issues his or her certificate to that effect. Within thirty (30) days after the delivery of the Certificate of Acceptance certificate, City shall pay Contractor all remaining funds which Contractor is due under this Agreement.

H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its application for final payment as claimed by Contractor. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress,
2. Defective Work,
3. Failure to make payments to subcontractors or suppliers,
4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

J. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

K. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

L. All waivers will be conditional until Contractor has received payment. All payments to be sent via USPS, overnight carrier, or ACH.

ARTICLE VII CHANGES/CLAIMS

A. City, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order. No oral direction or order shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from City, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.

B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:

1. If the Work is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by application of such unit prices to the quantities of the items involved; or
2. If the Work involved is not covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change.

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.

F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, or other cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.

G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within five (5) working days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the five-day period, it shall be deemed waived.

H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

ARTICLE VIII INSURANCE

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall name the City, together with its employees and officers, as an additional insured and have not less than the following limits:
 - a. Each occurrence \$3,000,000.00
 - b. General aggregate \$3,000,000.00
 - c. Products/completed operations aggregate \$3,000,000.00
 - d. The following coverage shall be included:
 - Blanket contractual liability
 - Products/completed operations
 - Personal/advertising injury
 - Broad form property damage
 - Independent contractors
 - Explosion, Collapse, and Underground Damage
2. **AUTOMOBILE LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$1,000,000.00 for each accident.
3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:
 - a. Workers' Compensation Statutory

- b. Employer's Liability:
- Bodily injury by accident \$1,000,000.00
 - Bodily injury by disease \$500,000.00 each employee

B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "B+XI" in Best's Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by work included in the products/completed operations hazard.

C. Contractor shall maintain the products and completed operations coverage for not less than one (1) years after the date of final acceptance by City of all of Contractor's Work.

D. Contractor shall obtain property insurance upon the entire Work for the full cost of replacement at the time of loss. This insurance shall list as named insureds City, Contractor, subcontractors, and suppliers. This insurance shall be written as a Builder's Risk/Installation Floater "all risk" or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing, and collapse. This insurance shall, without limitation, insure portions of the Work stored on or off the Project site or in transit, when at the risk of City, Contractor, or a Subcontractor or supplier. Contractor shall be solely responsible for any deductible amounts. This insurance shall remain in effect until final payment has been made to Contractor or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. City and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors, and suppliers for damages caused by risks covered by the property insurance provided for in this Paragraph, except such rights as they may have to the proceeds of the insurance.

E. All policies and certificates of insurance shall provide no less than thirty (30) days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven (7) days before Contractor first performs any of the Work. All policies except

Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.

F. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.

G. If any part of the Work is subcontracted, each Subcontractor, or Contractor on behalf of the Subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article shall be delivered to City's designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

ARTICLE IX INDEMNITY

A. Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, directly resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent or willful acts or omissions of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person as set forth in this Agreement.

B. In claims against any person or entity indemnified herein by an employee of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE X PERFORMANCE BOND

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the City with a Performance Bond in an amount at least equal to one hundred percent (100%) of

the contract price, conditioned upon the performance by the Contractor all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and shall have a rating of at least "A-" from Best's. The expense shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City.

ARTICLE XI COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE

A. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. Contractor represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition issue or take any action with respect to this Agreement.

ARTICLE XII RECORDS REGARDING PAYMENT

For a period of at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all applications for payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that the City was billed at appropriate times for proper percentages of completion and for payments to subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to request information from these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

ARTICLE XIII NOTICES

A. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other party at City Hall for the City, or the address provided by the Contractor for itself, or delivered in person to said party or their authorized representative.

B. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

ARTICLE XIV DEFAULT AND TERMINATION

A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within three business days of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, terminate the services of the Contractor and take possession of the project and of all previously paid for materials and equipment, and finish the work by whatever method the City may deem expedient to correct the default.

B. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.

C. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be

deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

D. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Project Manager and City Manager, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all work executed.

E. The City, without terminating the service of the Contractor or written notice to the Surety, through the City Manager may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective work not remedied, (2) claims filed or reasonable evidence indicating probably filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of work in violation of the terms of the Contract Documents.

ARTICLE XV TERMINATION FOR CONVENIENCE

Notwithstanding anything contained herein to the contrary, City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article.

ARTICLE XVI COMPLIANCE WITH LAWS

A. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. With each Application for Payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the Application for Payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each Subcontractor of any tier that employed any workers in connection with the Work during the period covered by the Application for Payment.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Venue shall be in Clay County, Missouri.

D. Contractor hereby certifies that, pursuant to Section 34.600, RSMo, it has not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel

ARTICLE XVII LABOR STANDARDS PROVISIONS

A. **MISSOURI PREVAILING WAGE LAW.** Not less than the prevailing hourly rate of wages established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards shall be paid to all workers performing work under the Agreement. An Affidavit of Compliance with the Prevailing Wage Law as set forth in Exhibit B shall be completed by Contractor and every Subcontractor employed on the Project prior to final payment. The Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor.

B. **EXCESSIVE UNEMPLOYMENT.** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

C. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any

payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

D. LIMITATIONS ON EMPLOYMENT. No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Agreement.

ARTICLE XVIII EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

ARTICLE XIX SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the Work. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, subcontractor, or vendor.

B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.

C. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this contract shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This

assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

ARTICLE XX RESERVED

ARTICLE XXI ACCESS TO SITE/CLEANING UP

A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.

B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within twenty-four (24) hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

ARTICLE XXII COMPETENCE

Contractor represents and warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

ARTICLE XXIII WARRANTY

A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this contract. Contractor shall promptly make such corrections as may be necessary be reason of such defects including the repair of any other damages that were caused by defects in the work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of

the City, delay would cause serious loss or damage, repairs and replacement of defects in the work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment, Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

ARTICLE XXV TAXES

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any materials or personal property incorporated into or consumed in the construction project, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

ARTICLE XXVI SAFETY

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on-site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protections. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Pursuant to Section 292.675 RSMo, Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and Section 292.675 RSMo.

E. Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a change in the time for performance of the Work based on Contractor's compliance with City's reasonable request.

ARTICLE XXVII

AUTHORIZED EMPLOYEES

Contractor acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE XXVIII INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

ARTICLE XXIX CONFLICT

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

ARTICLE XXX PAYMENT BOND

Simultaneously with delivery of the executed contract, the Contractor shall furnish a payment bond for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bond furnished by bidder shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City and shall have a rating of at least "A+" from Best's or "AA" from Standard and Poor's in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE XXXI SEVERABILITY

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE XXXII NO PRESUMPTION AGAINST THE DRAFTER

No presumption or inference against the City shall be made because of the City's preparation of this Agreement or other Contract Documents.

ARTICLE XXXIII DISPUTES/ATTORNEY FEES

A. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

ARTICLE XXXIV TITLES

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

ARTICLE XXXV PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction. All such laws, orders and regulations are applicable to this Project and are made a part hereof by reference.

ARTICLE XXXVI ENTIRE AGREEMENT

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VII of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

CITY OF EXCELSIOR SPRINGS, MISSOURI:

By: _____
_____, Mayor

ATTEST:

_____, City Clerk

CONTRACTOR:

By: _____
(Signature)

Printed Name: _____

Title: _____

ATTEST:

SECRETARY, _____
(Name Printed)

EXHIBIT A – SCOPE OF WORK

- Hall of Waters Elevator Modernization – Bid Packet FINAL – 3june25
- Hall of Waters Addendum #1 30jun25
- Hall of Waters Addendum #2 14jul25

EXHIBIT B
AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that:

(1) I am the _____ of _____;

(2) all requirements of Section 290.210 to 290.340. RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this Contractor's work on _____ PROJECT;

(3) I have reviewed and am familiar with the labor standards provisions and prevailing wage rules established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards;

(4) based upon my knowledge of these rules, including all occupational titles set out in the applicable regulations, I have completed full and accurate records clearly indicating:

(a) the names, occupations, and crafts of every worker employed by this Company in connection with this Project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed,

(b) the payroll deductions that have been made for each worker, and

(c) the amounts paid to provide fringe benefits, if any, for each worker.

(5) the amounts paid to provide fringe benefits, if any, were irrevocable paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers;

(6) these payroll records are kept and have been provided for inspection to the authorized representative of the City and will be available, as often as may be necessary, to such City and such other regulatory agencies as may be deemed necessary;

(7) such records shall not be destroyed or removed from the State of Missouri for one (1) year following the completion of Contractor's work on this Project;

(8) when in effect, the requirements of Sections 290.550 through 290.580 RSMo. Pertaining to excessive unemployment were fully satisfied; and

(9) there has been no exception to the full and complete compliance with the provisions and requirements of the wage orders applicable to the Agreement and Contract Documents.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out herein may subject me to criminal prosecution.

Signature

Printed Name

Subscribed and sworn to me this ____ day of _____, 2021.

Notary Public

My Commission expires:

AFFIDAVIT for WORK AUTHORIZATION
(as required by Section 285.530, Revised Statutes of Missouri)

State of _____)

County of _____) ss:

BEFORE ME, the undersigned notary, personally appeared _____, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with services contracted between Contractor and the City of Excelsior Springs, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Signature of Affiant

Printed

Name: _____

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

**PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) a valid, completed copy of the first

page identifying the Contractor; and (2) a valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification.

PAYMENT BOND

_____, and the CITY OF EXCELSIOR SPRINGS,
MISSOURI, have entered into an Agreement dated _____, 2025.

_____, as Principal, and _____
_____, as Surety, hereby bind themselves and their respective heirs, executors,
administrators, successors, and assigns, unto the City of Excelsior Springs, in the penal sum of \$_
_____ lawful money of the United States, conditioned that in the event Principal shall
pay the prevailing hourly rate of wages for each craft or type of worker required to execute the
Work required by the Contract Documents described in the Agreement in the locality as
determined by the Department of Labor and Industrial Relations of Missouri or by final judicial
determination pursuant to the provisions of Sections 290.010 to 290.340 and 290.550 through
290.580, inclusive, of the Revised Statutes of Missouri, and shall timely pay to the proper parties
all amounts due for material, machinery, equipment and tools, consumed or used in connection
with the construction of such Work, all premiums for insurance required by the Contract
Documents, and all labor performed in such Work, whether by Principal, subcontractor, or
otherwise, then this obligation to be void, otherwise to remain in full force and effect, and the
same may be sued on at the instance of any subcontractor, material supplier, laborer, mechanic,
or other interested party, in the name of the City of Excelsior Springs, to the use of such parties,
for any breach of the considerations hereof. No change, extension of time, alteration or addition
to the terms of the Contract Documents or to the Work to be performed thereunder shall in any
wise affect Surety's obligation on this Bond, and Surety waives notice of any such change,
extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: __

Date: __

SURETY

By: _____ (Signature)

Printed Name: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED.

PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT between the CITY OF EXCELSIOR SPRINGS and CONTRACTOR, for construction of _____, dated _____, 20____, designated Ordinance / Resolution No. _____, in every particular, _____ [insert name of Company], as Principal, and _____ [insert name of surety], as Surety, hereby firmly bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, unto the City of Excelsior Springs, Missouri, ("City") in the total aggregate penal sum of _____ Dollars (\$ _____) lawful money of the United States, by these presents:

THE CONDITION OF THIS OBLIGATION is such that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its duties, obligations, covenants, and conditions pursuant to the terms of the Contract Documents during the original term thereof, and any extensions thereof which may be granted by the City, including, without limitation, all warranty obligations and duties and if the Principal shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and hold harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City for all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or to the specifications.

PROVIDED FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the Agreement price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as so amended. The term "Amendment", wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

The Performance Bond above is accepted by the City this ____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

SURETY

By:

(Signature)

Printed Name:

Title:

Date:

Note:

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT.
- If Contractor is a partnership, all partners must execute the Bond.

SURETY POWER OF ATTORNEY MUST BE ATTACHED

City of Excelsior Springs Bid Package Hall of Waters Elevator Modernization

201 E Broadway
Excelsior Springs, Missouri 64024



110 North Main Street
Liberty, Missouri 64068
Phone: 816.581.6330
Architect Project No. 25.045
Issue Date: 3 June 2025

3 June 2025

Dear Prospective Bidder,

The City of Excelsior Springs is currently accepting bids for the Elevator Modernization project at the Hall of Waters. The Project consists of replacing the elevator gear components and cab operation components. The cab body will be retained. In addition to the elevator components, work is required in the pit, hoistway, and machine room to bring the elevator up to current code.

MEI Total Elevator Solutions holds the current maintenance contract for the elevator.

Work outside of the elevator components includes, but is not limited to, the following:

- Patching and reinforcement of the hoistway for structural integrity and fire rating
- Self-closing and self-locking door on the machine room
- Fire extinguisher in the machine room
- Smoke detectors and fire service with dry contacts wired to the elevator controller
- Fire alarm panel
- Machine room lighting and GFCI convenience outlet
- Pit lighting and GFCI convenience outlet
- 110VAC lockable disconnect for cab lighting
- Mainline disconnect
- Building ground wire to the elevator
- Dedicated analog phone line piped to the elevator controller
- Hoistway venting and fire damper
- HVAC as needed to maintain machine room and hoistway temperature between 55 and 85 degrees Fahrenheit

The City of Excelsior Springs reserves the right to waive any informalities or minor defects or to reject any or all bids, and to re-advertise and to rebid.

Sealed bids will be received by the City of Excelsior Springs at the Hall of Waters, Level 1, Back Conference Room, 201 E Broadway, Excelsior Springs, Missouri 64024 until 2:00 p.m., Tuesday, July 1, 2025.

Bidders with questions concerning this bid package may contact Brandi Atwell, A3G Architects, 110 N Main Street, Liberty, Missouri 64068, 816-429-2123, batwell@a3garchitects.com.

TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

001116	INVITATION TO BID
002113	INSTRUCTIONS TO BIDDERS
	A701-2018
002513	PREBID MEETINGS
004113	BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)
004313	BID SECURITY FORMS
005100	NOTICE OF AWARD
	SAMPLE AGREEMENT BETWEEN OWNER AND CONTRACTOR
	TAX EXEMPTION CERTIFICATE

DIVISION 01 – GENERAL REQUIREMENTS

011000	SUMMARY
--------	---------

DIVISION 14 – CONVEYING EQUIPMENT

142100	ELECTRIC TRACTION ELEVATORS
--------	-----------------------------

END TABLE OF CONTENTS

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: 25.045 Hall of Water Elevator Modernization.
 - 1. Project Location: 201 E Broadway, Excelsior Springs, Missouri 64024.
- C. Owner: City of Excelsior Springs, 201 E Broadway, Excelsior Springs, Missouri 64024.
 - 1. Owner's Representative: Shannon Stroud, sstroud@excelsiorsprings.gov. 816-630-0761
- D. Architect: A3G Architects, Brandi Atwell – Project Manager, batwell@a3garchitects.com. 816-429-2123
- E. Project Description: The Project consists of replacing the elevator gear components and cab operation components. The cab body will be retained. In addition to the elevator components, work is required in the pit, hoistway, and machine room to bring the elevator up to current code.
- F. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: July 1, 2025.
 - 2. Bid Time: 2:00 p.m., local time.
 - 3. Location: Hall of Waters, Level 1, Back Conference Room, 201 E Broadway, Excelsior Springs, Missouri 64024.
- B. Bids will be opened thereafter in the presence of the bidders and read aloud.
- C. Questions due June 20, 2025 at 5:00 p.m. Email batwell@a3garchitects.com

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID CONFERENCE

- A. A mandatory prebid conference for all bidders will be held at Hall of Waters, Level 1, Back Conference Room on June 10, 2025 at 1:00 p.m., local time. Prospective bidders are required to attend.

1.5 DOCUMENTS

- A. Printed/Online Procurement and Contracting Documents: Obtain access after June 3, 2025 by contacting KC Blueprint and Plan Room, 29 W 14th Avenue, North Kansas City, Missouri 64116, 816.527.0900 -or- <http://planroom.kcblueprint.com>. Online access will be provided to all registered bidders and suppliers.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages of \$500/day.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder. (See sample contract included in this bid packet for more information).

END OF DOCUMENT 001116

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.
 - 1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 002113

DOCUMENT 002513 - PREBID MEETINGS

1.1 PREBID MEETING

- A. Architect will conduct a Prebid meeting as indicated below:
 - 1. Meeting Date: June 10, 2025.
 - 2. Meeting Time: 1:00 p.m., local time.
 - 3. Location: Hall of Waters, Level 1, Back Conference Room, 201 E Broadway, Excelsior Springs, Missouri 64024.
- B. Attendance:
 - 1. Prime Bidders: Attendance at Prebid meeting is mandatory.
 - 2. Subcontractors: Attendance at Prebid meeting is recommended.
 - 3. Notice: Bids will only be accepted from prime bidders represented on Prebid Meeting sign-in sheet.
- C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two business days prior to meeting.
- D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
 - 1. Procurement and Contracting Requirements:
 - a. Instructions to Bidders.
 - b. Bidder Qualifications.
 - c. Insurance.
 - d. Bid Security.
 - e. Bid Form and Attachments.
 - f. Notice of Award.
 - 2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Bidder's Requests for Information.
 - c. Bidder's Substitution Request/Prior Approval Request.
 - d. Addenda.
 - e. Questions due June 20, 2025 at 5:00 p.m. Email batwell@a3garchitects.com
 - 3. Contracting Requirements:
 - a. Agreement.
 - b. Other Owner requirements.

4. Construction Documents:
 - a. Scopes of Work.
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.
 - e. Alternates, Allowances, and Unit Prices.
 - f. Substitutions following award.
 5. Schedule:
 - a. Project Schedule.
 - b. Contract Time.
 - c. Liquidated Damages.
 - d. Other Bidder Questions.
 6. Site/facility visit or walkthrough.
 7. Post-Meeting Addendum.
- E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF DOCUMENT 002513

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Hall of Water Elevator Modernization.
- C. Project Location: 201 E Broadway, Excelsior Springs, Missouri 64024.
- D. Owner: City of Excelsior Springs.
- E. Architect: A3G Architects.
- F. Architect Project Number: 25.045.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by A3G Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars (\$_____).
- B. Overhead Percentage Markup: _____ percent (____%)
- C. Profit Percentage Markup: _____ percent (____%)
- D. Please provide rate list for additional work found to be required outside of the original scope.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. _____ Dollars (\$_____).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
1. Elevator Work: _____.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within _____ calendar days.

1.6 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Excelsior Springs, Missouri, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2025.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Street Address: _____.

Hall of Waters Elevator Modernization – 25.045

G. City, State, Zip:_____.

H. Phone:_____.

I. License No.:_____.

END OF DOCUMENT 004113

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A312-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; <https://www.aiacontracts.org/>; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313

DOCUMENT 005100 - NOTICE OF AWARD

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Bidder's Address: _____.
- C. Project Name: Hall of Waters Elevator Modernization.
- D. Project Location: 201 E Broadway, Excelsior Springs, Missouri 64024.
- E. Owner: City of Excelsior Springs.
- F. Architect: A3G Architects.
- G. Architect Project Number: 25.045.

1.2 NOTICE OF AWARD OF CONTRACT

- A. Notice: The above Bidder is hereby notified that their bid, dated _____, for the above Contract has been considered and the Bidder is hereby awarded a contract for replacing the elevator gear components and cab operation components. In addition to the elevator components, work is required in the pit, hoistway, and machine room to bring the elevator up to current code.
- B. Contract Sum: The Contract Sum is _____ dollars (\$_____).

1.3 EXECUTION OF CONTRACT

- A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent within 10 days of the above date of issuance of the Notice:
 - 1. Deliver to Owner three sets of fully executed copies of the Contract Documents.
 - 2. Deliver with the executed Contract Documents Bonds and Certificates of Insurance required by the Contract Documents.
- B. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle Owner to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.
 - 1. Within 10 days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.

1.4 NOTIFICATION

A. This Notice is issued by:

1. Owner:_____.
2. Authorized Signature:_____ (Handwritten signature).
3. Signed By:_____ (Type or print name).
4. Title:_____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 005100

AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR

_____ Project

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2025, by and between the City of Excelsior Springs, Missouri (“City”), and _____ (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, IT IS HEREBY AGREED by City and Contractor as follows:

ARTICLE I DEFINITIONS

As used in this Agreement and the other Contract Documents, the following words and phrases shall mean:

A. “Contractor” A person, firm, or corporation with whom the contract is made by the City.

B. “City” The City of Excelsior Springs, Missouri.

C. “City Manager” That person designated by the City as the City Manager.

D. “Project” The building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. It may also include construction by City or others.

E. “Project Manager” The following project manager employed by the City of Excelsior Springs to manage the project on behalf of the City: _____.

F. “Subcontractor” A person, firm or corporation supplying labor and materials or only labor for the work at the site of the project for, and under separate contract or agreement with the Contractor.

G. “Substantial Completion” The stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

H. “Work” or “Work on the Project” Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor. Work shall include all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit A (Scope of Work and Drawings) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

I. “Written Notice” Any notice delivered hereunder and the service thereof shall be deemed completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative on the work.

ARTICLE II THE PROJECT AND THE WORK

A. Contractor shall provide and pay for all Work for the Project.

B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor’s failure to do so.

C. The Project Manager shall act as the City’s representative during the construction period, shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and shall interpret the intent of the contract documents in a fair and unbiased manner. The Project Manager may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Project Manager will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of the material supply. The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. Contractor may be furnished additional instructions and detail drawings by the Project Manager, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the contract drawings, the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

ARTICLE III

CONTRACT AMOUNT

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of _____ Dollars (\$ _____). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor's Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE CITY COUNCIL. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE CITY COUNCIL AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR

ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

**ARTICLE IV
PROGRESS OF WORK /SUBMITTALS**

A. COMMENCEMENT OF WORK. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.

B. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion, as defined in Article I hereof, not later than [REDACTED] calendar days after the date set forth in the Notice to Proceed for commencement of performance of Work. The Contractor will proceed with the work at such rate of progress to insure Substantial completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. TIME OF THE ESSENCE. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of construction work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather, subject to City approval. Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

D. DELAY IN PERFORMANCE. In the event the City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, the City may, in the City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

E. SUSPENSION OF WORK. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension

F. DRAWINGS AND SPECIFICATIONS. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on the drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Project Manager in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

G. SHOP DRAWINGS. Contractor shall submit to Project Manager for review all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Project Manager. Review of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. When submitted for the Project Manager's review, any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review by Project Manager any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Project Manager's review does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

H. MATERIALS, SERVICES AND FACILITIES. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Project Manager. Materials, supplies or equipment to be

incorporated into the work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

I. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents. The City shall provide all inspection and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness. The Contractor will then furnish the Project Manager the required certificates of inspection, testing approval. Inspections, tests or approvals by the Project Manager or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the Contract Documents. The Project Manager will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

If any work is covered prior to inspection by the Project Manager it must, if requested by the Project Manager, be uncovered for the Project Manager's observation and replaced at the Contractor's expense. If the Project Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment.

J. CORRECTION OF WORK. The Contractor shall promptly remove from the premises all work rejected by the Project Manager for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the City may remove such work and store the materials at the expense of the Contractor.

K. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance function to that specified, the City may approve, in

writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the work.

L. SUBSURFACE CONDITIONS. The Contractor has the responsibility to become familiar with the Project site and the conditions under which work will have to be performed during the construction period prior to bidding. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII.

M. SUPERVISION BY CONTRACTOR. The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

ARTICLE V CONTRACT DOCUMENTS

A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, form the entire agreement between City and Contractor, and are the Contract Documents:

1. INFORMATION FOR BIDDERS
2. BID FORM
3. AFFIDAVIT OF WORK AUTHORIZATION
4. This AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR
5. PAYMENT AND PERFORMANCE BONDS
6. SCOPE OF WORK/DRAWINGS
7. NOTICE TO PROCEED

Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

ARTICLE VI PAYMENTS

A. Prior to submitting its first application for payment, Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each application for payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.

B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an Application for Partial Payment to the Project Manager. In addition to the amount of payment requested in the Application for Partial Payment, each application shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each Subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such Subcontractor and supplier. An Application shall not include a request for payment for any portion of the Work that was performed or furnished by a Subcontractor or supplier if Contractor does not intend to pay such Subcontractor or supplier from such payment, nor shall the Application include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Application all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Application, or return the Application to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Within fifteen (15) days of its receipt of payment from City, Contractor shall pay all subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.

C. All payments under this Agreement shall be made only upon proper approval of the City. Project Manager shall review each application for payment and certify for payment such amounts as Project Manager determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage is approved, the remaining retainage shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

D. The Finance Director, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the City Council. Payment shall be made to Contractor after the City Council review and approve the payment and authorize the Mayor and Finance Director to sign and deliver the check.

E. Neither City Manager nor Project Manager's approval certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.

F. With each Application, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each Subcontractor or supplier performing any Work, prior to making any payment to Contractor. The subcontractors' and suppliers' receipts and releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for work performed or materials supplied included on any previous payment application to City from Contractor have been satisfied and that the Subcontractor or supplier waives and releases any and all claims or rights in connection therewith.

G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Project Manager issues his or her certificate to that effect. Within thirty (30) days after the delivery of the Certificate of Acceptance certificate, City shall pay Contractor all remaining funds which Contractor is due under this Agreement.

H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its application for final payment as claimed by Contractor. All claims not identified in the application for final payment are waived. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress,
2. Defective Work,
3. Failure to make payments to subcontractors or suppliers,
4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

J. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

K. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE VII CHANGES/CLAIMS

A. City, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order. No oral direction or order shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from City, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.

B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:

1. If the Work is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by application of such unit prices to the quantities of the items involved; or

2. If the Work involved is not covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change.

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.

F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, or other cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.

G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within five (5) working days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the five-day period, it shall be deemed waived.

H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

ARTICLE VIII INSURANCE

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. COMMERCIAL GENERAL LIABILITY - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall name the City, together with its employees and officers, as an additional insured and have not less than the following limits:

- a. Each occurrence \$3,000,000.00
- b. General aggregate \$3,000,000.00
- c. Products/completed operations aggregate \$3,000,000.00
- d. The following coverage shall be included:
 - Blanket contractual liability
 - Products/completed operations
 - Personal/advertising injury
 - Broad form property damage
 - Independent contractors
 - Explosion, Collapse, and Underground Damage

2. AUTOMOBILE LIABILITY - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$1,000,000.00 for each accident.

3. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:

- | | | |
|----|-----------------------------|----------------------------|
| a. | Workers' Compensation | Statutory |
| b. | Employer's Liability: | |
| | • Bodily injury by accident | \$1,000,000.00 |
| | • Bodily injury by disease | \$500,000.00 each employee |

B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than “B+XI” in Best’s Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by work included in the products/completed operations hazard.

C. Contractor shall maintain the products and completed operations coverage for not less than one (1) years after the date of final acceptance by City of all of Contractor’s Work.

D. Contractor shall obtain property insurance upon the entire Work for the full cost of replacement at the time of loss. This insurance shall list as named insureds City, Contractor, subcontractors, and suppliers. This insurance shall be written as a Builder’s Risk/Installation Floater “all risk” or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing, and collapse. This insurance shall, without limitation, insure portions of the Work stored on or off the Project site or in transit, when at the risk of City, Contractor, or a Subcontractor or supplier. Contractor shall be solely responsible for any deductible amounts. This insurance shall remain in effect until final payment has been made to Contractor or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. City and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors, and suppliers for damages caused by risks covered by the property insurance provided for in this Paragraph, except such rights as they may have to the proceeds of the insurance.

E. All policies and certificates of insurance shall provide no less than thirty (30) days’ prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article. The certificate or certificates and copies of policies shall be delivered to City’s designated representative not less than seven (7) days before Contractor first performs any of the Work. All policies except Workers’ Compensation and Employer’s Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.

F. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.

G. If any part of the Work is subcontracted, each Subcontractor, or Contractor on behalf of the Subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article shall be delivered to City's designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

ARTICLE IX INDEMNITY

A. Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent or willful acts or omissions of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person as set forth in this Agreement.

B. In claims against any person or entity indemnified herein by an employee of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE X PERFORMANCE BOND

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the City with a Performance Bond in an amount at least equal to one hundred percent (100%) of the contract price, conditioned upon the performance by the Contractor all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business

in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and shall have a rating of at least "A-" from Best's. The expense shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City.

ARTICLE XI COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE

A. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. Contractor represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition issue or take any action with respect to this Agreement.

ARTICLE XII RECORDS REGARDING PAYMENT

For a period of at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all applications for payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that the City was billed at appropriate times for proper percentages of completion and for payments to subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

ARTICLE XIII NOTICES

A. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other party at City Hall for the City, or the address provided by the Contractor for itself, or delivered in person to said party or their authorized representative.

B. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

ARTICLE XIV DEFAULT AND TERMINATION

A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within seventy-two (72) hours of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the City may deem expedient to correct the default, at Contractor's expense. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance due to Contractor, the Contractor will pay the difference to the City.

B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, en route to the site, or in storage or being manufactured or fabricated away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees.

C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against

City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.

D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.

E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

F. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Project Manager and City Manager, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all work executed.

G. The City, without terminating the service of the Contractor or written notice to the Surety, through the City Manager may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective work not remedied, (2) claims filed or reasonable evidence indicating probable filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of work in violation of the terms of the Contract Documents.

ARTICLE XV TERMINATION FOR CONVENIENCE

Notwithstanding anything contained herein to the contrary, City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so

much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article.

ARTICLE XVI COMPLIANCE WITH LAWS

A. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. With each Application for Payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the Application for Payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each Subcontractor of any tier that employed any workers in connection with the Work during the period covered by the Application for Payment.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Venue shall be in Clay County, Missouri.

D. Contractor hereby certifies that, pursuant to Section 34.600, RSMo, it has not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel

ARTICLE XVII LABOR STANDARDS PROVISIONS

A. **MISSOURI PREVAILING WAGE LAW.** Not less than the prevailing hourly rate of wages established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards shall be paid to all workers performing work under the Agreement. An Affidavit of Compliance with the Prevailing Wage Law as set forth in Exhibit B shall be completed by Contractor and every Subcontractor employed on the Project prior to final payment. The Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor.

B. EXCESSIVE UNEMPLOYMENT. During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

C. UNDERPAYMENT OF WAGES. In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

D. LIMITATIONS ON EMPLOYMENT. No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Agreement.

ARTICLE XVIII EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

ARTICLE XIX SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the Work. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, subcontractor, or vendor.

B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.

C. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this contract shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

ARTICLE XX RESERVED

ARTICLE XXI ACCESS TO SITE/CLEANING UP

A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.

B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within twenty-four (24) hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

ARTICLE XXII COMPETENCE

Contractor represents and warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

ARTICLE XXIII WARRANTY

A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this contract. Contractor shall promptly make such corrections as may be necessary be reason of such defects including the repair of any other damages that were caused by defects in the work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment, Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

ARTICLE XXV TAXES

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any materials or personal property

incorporated into or consumed in the construction project, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

ARTICLE XXVI SAFETY

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on-site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protections. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Pursuant to Section 292.675 RSMo, Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and Section 292.675 RSMo.

E. Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a change in the time for performance of the Work based on Contractor's compliance with City's reasonable request.

ARTICLE XXVII AUTHORIZED EMPLOYEES

Contractor acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE XXVIII INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

ARTICLE XXIX CONFLICT

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

ARTICLE XXX PAYMENT BOND

Simultaneously with delivery of the executed contract, the Contractor shall furnish a payment bond for the payment of all persons performing labor on the project under this contract

and furnishing materials in connection with this contract. The Bond furnished by bidder shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City and shall have a rating of at least "A+" from Best's or "AA" from Standard and Poor's in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE XXXI SEVERABILITY

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE XXXII NO PRESUMPTION AGAINST THE DRAFTER

No presumption or inference against the City shall be made because of the City's preparation of this Agreement or other Contract Documents.

ARTICLE XXXIII DISPUTES/ATTORNEY FEES

A. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

ARTICLE XXXIV TITLES

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

ARTICLE XXXV PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction. All such laws, orders and regulations are applicable to this Project and are made a part hereof by reference.

ARTICLE XXXVI
ENTIRE AGREEMENT

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VII of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

CITY OF EXCELSIOR SPRINGS, MISSOURI:

By: _____
_____, Mayor

ATTEST:

_____, City Clerk

CONTRACTOR:

By: _____
(Signature)

Printed Name: _____

Title: _____

ATTEST:

SECRETARY, _____
(Name Printed)

EXHIBIT A – SCOPE OF WORK

EXHIBIT B
AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that:

(1) I am the _____ of _____;

(2) all requirements of Section 290.210 to 290.340. RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this Contractor's work on _____ PROJECT;

(3) I have reviewed and am familiar with the labor standards provisions and prevailing wage rules established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards;

(4) based upon my knowledge of these rules, including all occupational titles set out in the applicable regulations, I have completed full and accurate records clearly indicating:

(a) the names, occupations, and crafts of every worker employed by this Company in connection with this Project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed,

(b) the payroll deductions that have been made for each worker, and

(c) the amounts paid to provide fringe benefits, if any, for each worker.

(5) the amounts paid to provide fringe benefits, if any, were irrevocable paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers;

(6) these payroll records are kept and have been provided for inspection to the authorized representative of the City and will be available, as often as may be necessary, to such City and such other regulatory agencies as may be deemed necessary;

(7) such records shall not be destroyed or removed from the State of Missouri for one (1) year following the completion of Contractor's work on this Project;

(8) when in effect, the requirements of Sections 290.550 through 290.580 RSMo. Pertaining to excessive unemployment were fully satisfied; and

(9) there has been no exception to the full and complete compliance with the provisions and requirements of the wage orders applicable to the Agreement and Contract Documents.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out herein may subject me to criminal prosecution.

Signature

Printed Name

Subscribed and sworn to me this ____ day of _____, 2021.

Notary Public

My Commission expires:

AFFIDAVIT for WORK AUTHORIZATION
(as required by Section 285.530, Revised Statutes of Missouri)

State of _____)

County of _____) ss:

BEFORE ME, the undersigned notary, personally appeared _____, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with services contracted between Contractor and the City of Excelsior Springs, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Signature of Affiant

Printed

Name: _____

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

**PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) a valid, completed copy of the first

page identifying the Contractor; and (2) a valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification.

PAYMENT BOND

_____, and the CITY OF EXCELSIOR SPRINGS,
MISSOURI, have entered into an Agreement dated _____, 2025.

_____, as Principal, and _____,
_____, as Surety, hereby bind themselves and their respective heirs, executors,
administrators, successors, and assigns, unto the City of Excelsior Springs, in the penal sum of \$_
_____ lawful money of the United States, conditioned that in the event Principal shall
pay the prevailing hourly rate of wages for each craft or type of worker required to execute the
Work required by the Contract Documents described in the Agreement in the locality as
determined by the Department of Labor and Industrial Relations of Missouri or by final judicial
determination pursuant to the provisions of Sections 290.010 to 290.340 and 290.550 through
290.580, inclusive, of the Revised Statutes of Missouri, and shall timely pay to the proper parties
all amounts due for material, machinery, equipment and tools, consumed or used in connection
with the construction of such Work, all premiums for insurance required by the Contract
Documents, and all labor performed in such Work, whether by Principal, subcontractor, or
otherwise, then this obligation to be void, otherwise to remain in full force and effect, and the
same may be sued on at the instance of any subcontractor, material supplier, laborer, mechanic,
or other interested party, in the name of the City of Excelsior Springs, to the use of such parties,
for any breach of the considerations hereof. No change, extension of time, alteration or addition
to the terms of the Contract Documents or to the Work to be performed thereunder shall in any
wise affect Surety's obligation on this Bond, and Surety waives notice of any such change,
extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: __

Date: __

SURETY

By: _____ (Signature)

Printed Name: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED.

PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT between the CITY OF EXCELSIOR SPRINGS and CONTRACTOR, for construction of _____, dated _____, 20____, designated Ordinance / Resolution No. _____, in every particular, _____ [insert name of Company], as Principal, and _____ [insert name of surety], as Surety, hereby firmly bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, unto the City of Excelsior Springs, Missouri, ("City") in the total aggregate penal sum of _____ Dollars (\$ _____) lawful money of the United States, by these presents:

THE CONDITION OF THIS OBLIGATION is such that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its duties, obligations, covenants, and conditions pursuant to the terms of the Contract Documents during the original term thereof, and any extensions thereof which may be granted by the City, including, without limitation, all warranty obligations and duties and if the Principal shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and hold harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City for all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or to the specifications.

PROVIDED FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the Agreement price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as so amended. The term "Amendment", wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

The Performance Bond above is accepted by the City this ____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

SURETY

By:

(Signature)

Printed Name:

Title:

Date:

Note:

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT.
- If Contractor is a partnership, all partners must execute the Bond.

SURETY POWER OF ATTORNEY MUST BE ATTACHED



Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number	
Address		City	State Zip Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY) ____/____/____	Estimated Project End Date (MM/DD/YYYY) ____/____/____	
Description of Project			
Project Location		Certificate Expiration Date (MM/DD/YYYY) ____/____/____	
This exemption does not apply to the purchase or rental of machinery, equipment, or tools by the contractor or sub-contractor. Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.			
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY) ____/____/____

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to [Section 144.062, RSMo](#). Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY) ____/____/____	
Address	City	State	Zip Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	Zip Code
Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY) ____/____/____	

Form 5060 (Revised 02-2014)

Taxation Division
P.O. Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 751-9409
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.

1.2 PROJECT INFORMATION

A. Project Identification: 25.045 Hall of Water Elevator Modernization.

1. Project Location: 201 E Broadway, Excelsior Springs, Missouri 64024.

B. Owner: City of Excelsior Springs, 201 E Broadway, Excelsior Springs, Missouri 64024.

1. Owner's Representative: Shannon Stroud, sstroud@excelsiorsprings.gov. 816-630-0761

C. Architect: A3G Architects, 110 N Main Street, Liberty, Missouri 64068.

1. Architect's Representative: Brandi Atwell – Project Manager,
batwell@a3garchitects.com. 816-429-2123

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The Project consists of replacing the elevator gear components and cab operation components. The cab body will be retained. In addition to the elevator components, work is required in the pit, hoistway, and machine room to bring the elevator up to current code.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits on Use of Site: Confine construction operations to elevator pit, hoistway, and machine room.
 - 2. Driveways, Walkways, and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.

- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 142100 - ELECTRIC TRACTION ELEVATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Electric traction passenger elevators.

1.2 ACTION SUBMITTALS

- A. Product Data: Include capacities, sizes, performances, operations, safety features, finishes, and similar information.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and large-scale details indicating service at each landing, coordination with building structure, relationships with other construction, and locations of equipment.
 - 2. Indicate maximum dynamic and static loads imposed on building structure at points of support, and maximum and average power demands.
- C. Samples: For finishes involving color selection.

1.3 INFORMATIONAL SUBMITTALS

- A. Manufacturer Certificates: Signed by elevator manufacturer certifying that hoistway, pit, and machine room layout and dimensions, and electrical service, as shown and specified, are adequate for elevator system being provided.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
- B. Inspection and Acceptance Certificates and Operating Permits: As required by authorities having jurisdiction for normal, unrestricted elevator use.

1.5 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair, restore, or replace elevator work that fails in materials or workmanship within specified warranty period.

1. Warranty Period: One (1) year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Non-proprietary.

2.2 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with ASME A17.1/CSA B44.
- B. Accessibility Requirements: Comply with requirements for accessible elevators in the United States Access Board's ADA-ABA Accessibility Guidelines and with ICC A117.1.

2.3 CONTROLLER

- A. Solid-state microprocessor controller
- B. Motor drive
- C. Landing system
- D. Machine room and hoistway wiring

2.4 FIXTURES

- A. In-car ADA operating panel with digital position indicator and ADA-compliant hands-free phone.
- B. Hall stations at all landings.
- C. Emergency car lighting.
- D. Phase I and II fire fighters service key switches to meet code.
- E. Direction lantern.
- F. Cover plates.

2.5 DOOR EQUIPMENT

- A. (2) solid-state door operators.
- B. (2) door clutches.

- C. (2) door restrictors.
- D. (2) electronic light curtains that detect passengers entering or exiting the elevator.
- E. Contact kits for hall interlocks and car gate switch.
- F. Replace all worn pickup rollers, hanger rollers, gibs, and fire tabs.

2.6 MACHINE ROOM EQUIPMENT

- A. Traction cables.
- B. Motor to match operation.
- C. Ascending car safety gripper/brake.
- D. Governor, rope, tension weight.

2.7 HOISTWAY EQUIPMENT

- A. Hoistway switches to accommodate proper operation.
- B. Update counterbalance for proper operation if needed.
- C. Car top inspection station.
- D. Escape hatch switch.
- E. Car fan.
- F. Car slides on existing guides.
- G. Counterweight slides on existing guides.

2.8 MISCELLANEOUS

- A. Removal of decommissioned equipment.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Sound Isolation: Mount rotating and vibrating equipment on vibration-isolating mounts to minimize vibration transmission to structure and structure-borne noise due to elevator system.

- B. Lubricate operating parts of systems, including ropes, as recommended by manufacturers.
- C. Leveling Tolerance: 1/8 inch, up or down, regardless of load and travel direction.
- D. Set sills flush with finished floor surface at landing. Fill space under sill solidly with nonshrink, nonmetallic grout.
- E. Locate hall signal equipment for elevators as follows unless otherwise indicated:
 - 1. Place hall lanterns either above or beside each hoistway entrance.
 - 2. Mount hall lanterns at a minimum of 72 inches above finished floor.

3.2 FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of elevator installation and before permitting elevator use (either temporary or permanent), perform acceptance tests as required and recommended by ASME A17.1/CSA B44 and by governing regulations and agencies.

3.3 PROTECTION

- A. Temporary Use: Comply with the following requirements for the elevator used for construction purposes:
 - 1. Provide car with temporary enclosure, either within finished car or in place of finished car, to protect finishes from damage.
 - 2. Provide other protective coverings, barriers, devices, signs, and procedures as needed to protect elevator and elevator equipment.
 - 3. Engage elevator Installer to provide full maintenance service.
 - 4. Engage elevator Installer to restore damaged work, if any, so no evidence remains of correction. Return items that cannot be refinished in the field to the shop, make required repairs and refinish entire unit, or provide new units as required.

3.4 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of elevator Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity.

END OF SECTION 142100

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Minnesota Elevator, INC
- B. Project Name: Hall of Water Elevator Modernization.
- C. Project Location: 201 E Broadway, Excelsior Springs, Missouri 64024.
- D. Owner: City of Excelsior Springs.
- E. Architect: A3G Architects.
- F. Architect Project Number: 25.045.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by A3G Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. four hundred fifty five Thousand nine hundred Eighty five dollars and 00/100 Dollars (\$455,985.00).
- B. Overhead Percentage Markup: Confidential Info percent (____%)
- C. Profit Percentage Markup: Confidential Info percent (____%)
- D. Please provide rate list for additional work found to be required outside of the original scope.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. Twenty two Thousand seven hundred ninety Nine dollars and 00/100 Dollars (\$22,799.25).

Hall of Waters Elevator Modernization – 25.045

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Elevator Work: Minnesota Elevator, Inc & CMC

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 252 calendar days.

1.6 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated June 30, 2025
2. Addendum No. 2, dated July 14, 2025
3. Addendum No. 3, dated _____
4. Addendum No. 4, dated _____

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Excelsior Springs, Missouri, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 5 day of August, 2025.
- B. Submitted By: Minnesota Elevator Inc (Name of bidding firm or corporation).
- C. Authorized Signature: Calla Wolfe (Handwritten signature).
- D. Signed By: Calla Wolfe (Type or print name).
- E. Title: Credit Manager (Owner/Partner/President/Vice President).
- F. Street Address: 19336 607th Ave, Mankato MN 56001

Hall of Waters Elevator Modernization – 25.045

G. City, State, Zip: _____

H. Phone: 816 221 3778

I. License No.: 26-00008321

END OF DOCUMENT 004113

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Minnesota Elevator, Inc.
1144 Booth Street
Kansas City, KS 66103

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

City of Excelsior Springs
201 E Broadway
Excelsior Springs, MO 64024

BOND AMOUNT: Five Percent (5%) of the Amount Bid (5% A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

Hall of Waters Elevator Modernization 25.045

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of July, 2025.

Minnesota Elevator, Inc.

(Principal)

(Seal)

By:

Rob Mue

BRANCH MANAGER

(Title)

(Witness)

OHIO FARMERS INSURANCE COMPANY

(Surety)

(Seal)

By:

Lynn Dvergsten

Attorney-in-Fact

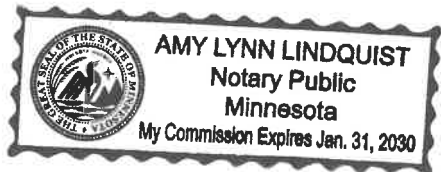
(Title)

(Witness)

STATE OF MINNESOTA

On this 29th day of July, 2025, before me appeared Lynn Dvergsten
to me personally known, who, being duly sworn, did say that he or she is the
Attorney-in-Fact of Ohio Farmers Insurance Company, that the seal affixed
to the foregoing instrument was signed and sealed on behalf of said corporation by
authority of its Board of Directors and said acknowledged said instrument to be the
free act and deed of said corporation.


notary public



General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2263422 04

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
CHRISTINE SCOTT, JOHN KLEIN, STEVE KLEIN, KARLA HUNT, RITA CARLSON, KERRI HATTON-RUDNIK, LYNN DVERGSTEN, CHASE STONEBACK, STEWART YOO, CHRIS HOVDEN, JON LUCAS, DANIELLE HERNANDEZ, JOINTLY OR SEVERALLY

of MINNEAPOLIS and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **FEBRUARY** A.D., **2025**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina

ss.:

On this **25th** day of **FEBRUARY** A.D., **2025**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina

ss.:

David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **29th** day of **July** A.D., **2025**.



Frank A. Carrino
Frank A. Carrino, Secretary

AFFIDAVIT for WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

State of Minnesota)
County of Blue Earth) ss:

BEFORE ME, the undersigned notary, personally appeared Calla Wolfe, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is Calla Wolfe and I am currently the Credit Manager of Minnesota Elevator Inc. (hereinafter "Contractor"), whose business address is 19336 160TH AVE, MARKHAM MN and I am authorized to make this Affidavit. 56001

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with services contracted between Contractor and the City of Excelsior Springs, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Calla Wolfe
Signature of Affiant
Printed Calla Wolfe Name:

Subscribed and sworn to before me this 4 day of August 2025.



Kallie Smith
Notary Public

***PLEASE NOTE:** Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) a valid, completed copy of the first



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. Dba Brown & Brown Retail Insurance Services 1200 N. Mayfair Road, Suite 100 Milwaukee, WI 53226 www.bbrown.com	CONTACT NAME: Brown & Brown Retail Insurance Services PHONE (A/C, No, Ext): 414-443-0000 FAX (A/C, No): E-MAIL ADDRESS: milcertificates@bbrown.com														
INSURED Minnesota Elevator, Inc. 19336 607th Ave Mankato MN 56001	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER D: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Property Casualty Co of Amer	25674	INSURER D: Travelers Indemnity Company	25658	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Phoenix Insurance Company	25623														
INSURER B: Charter Oak Fire Insurance Company	25615														
INSURER C: Travelers Property Casualty Co of Amer	25674														
INSURER D: Travelers Indemnity Company	25658														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 86123102**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		630-867K9454	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		810-2N121145	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$		CUP-B4964471-25-14	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	UB-7K727643	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Sarnier

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



City of Excelsior Springs
201 East Broadway Ave.
Excelsior Springs, MO 64024
Phone: (816) 630-0763
Fax: (816) 630-4424

OCCUPATIONAL LICENSE

Business Name:	MINNESOTA ELEVATOR INC
Location Address:	OUT OF TOWN
License Number:	26-00008321
License Class:	ELEVATORS SALES AND SERVICES
Issue Date:	August 05, 2025
Expiration Date:	August 30, 2026

Please post license in plain view of customers.

MINNESOTA ELEVATOR INC
OOT
19336 607TH AVE MAKATO MN
EXCELSIOR SPRINGS MO 64024



MEI

TOTAL ELEVATOR SOLUTIONS

Kansas City Branch
1144 Booth Street
Kansas City, KS 66103
Phone: (816)221-3778 Fax: (816)221-4254
www.meiusa.com

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

Elevator Modernization Agreement

EQUIPMENT LOCATION:

HALL OF WATERS
201 E BROADWAY ST
EXCELSIOR SPRINGS, MO 64024-2564

SUBMITTED TO:

CITY OF EXCELSIOR SPRINGS
201 E BROADWAY AVE ST
EXCELSIOR SPRINGS, MO 64024-2564

ELEVATOR DESCRIPTION:

Elevator ID: C1412-1

Description: HALL OF WATERS - TRAC PASS

ATTN:

TR KENNEDY
816-630-0752 or 816-209-8932
trkennedy@espolice.com

Type of Work: Modernization

This Modernization Agreement ("Agreement") is proposed as of this 5th day of August, 2025 ("Effective Date") between MEI Total Elevator Solutions ("MEI"), and "Customer": CITY OF EXCELSIOR SPRINGS, 201 E BROADWAY AVE ST, EXCELSIOR SPRINGS, MO 64024-2564. MEI and Customer are collectively referred to herein as the "Parties" or individually as a "Party". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Scope of Work:

MEI is providing this proposal to perform the following work:

CONTROLLER:

This controller will be non-proprietary meaning that any elevator company will be able to work on it in the future. Engineering and technical support will be available for the vendor of the customers choice. No programming tool will be required.

A non-proprietary affidavit is attached to this proposal and signed by MEI guaranteeing our equipment to be non-proprietary to protect you as the customer

New solid-state microprocessor controller

New state of the art motor drive

New solid-state landing system

New Machine Room and Hoistway wiring

FIXTURES:

New in car ADA operating panel with digital position indicator & ADA compliant hands free phone

New hall stations at all landings

New emergency car lighting

Phase I & Phase II fire fighters service key switches to meet code

New direction lantern

Cover plates as needed

NEW DOOR EQUIPMENT:

New non-proprietary solid state door operator (2)

New door clutch (2)

New door restrictor (2)

New electronic light curtain that detects passengers entering or exiting the elevator (2)

New contact kits for hall interlocks & car gate switch

New pickup rollers, hanger rollers, gibs and fire tabs on as needed basis to replace all worn ones

MACHINE ROOM EQUIPMENT:

New Hollister Whitney machine

New traction cables

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

New motor

New brake

New ascending car safety gripper/brake

New governor, rope, tension weight

NEW HOISTWAY EQUIPMENT:

New hoistway switches to accommodate proper operation

New car top inspection station

New escape hatch switch

New car fan

New car slides replaced on existing guides

New counterweight slides replaced on existing guides

Update counterbalance for proper operation if found to be needed is not included. MEI will have to hang and weigh the car/counterweights to verify once on site. If weight needs added or reduced an additional proposal will be provided

MISCELLANEOUS:

Removal of all decommissioned equipment

Any equipment not specifically included in the scope of work above is to be retained and reused.

Crane included

Permit & inspection included

BUILDING RELATED WORK:

See attached WBO (Work By Others) proposal. WBO scope of work is included in MEI proposal. If not listed in the WBO scope of work or listed as "Not Included" then it is also not listed or included in MEI proposal. Any additional work to the scope will be a change order that must be signed and agreed upon prior to additional work being performed/completed.

SPECIAL CONDITIONS:

1. Lead time for engineering and materials is presently running approximately 16-20 weeks after all submittal and approved documents along with selections have been processed by MEI Total Elevator Solutions. All selections must be in before the lead time begins. Alternates will extend lead times depending on when bid is signed and vendors current lead times.
2. We project the work as explained to take approximately 8 weeks to complete. MEI will provide a schedule for install once the contract is returned fully executed & after required down payment is received. You will be placed into our first available spot after your materials arrive.
3. This proposal does not include any provisions for running the car for related work contractors. If access to the hoistway is required, the time will be billed as an add to the contract at a rate of \$375.00 per hour.
4. This proposal is bid as ANSI A17.1-2016. If a newer code is adopted and put into place by State/City then any additional required items will be bid as additional to this proposal to meet that new code.
5. Due to unprecedented supply chain disruptions, MEI is unable to guarantee an exact start or completion date on this project. MEI will communicate with our materials suppliers and make every effort to meet the desired schedule.
6. If a re-inspection is required due to building related work, the re-inspection fee to the AHJ/Independent inspection company shall be billed additional by MEI to the Customer. MEI will also bill time spent at this additional inspection(s) to Customer at their standard crew rates, including travel time to and from the job site.
7. All building related work must be completed prior to MEI requesting an acceptance test with the State Inspector. If requested prior to completion for temporary usage of elevator, item #6 listed above will be in effect for the required re-inspection(s).
8. If the Building Owner or General Contractor (GC) is responsible for building-related work that remains incomplete by the time MEI finishes its scope of work (excluding acceptance testing), the following terms will be agreed upon with the signing of this proposal: Upon completion of MEI's installation, modernization, or repair work, MEI will issue the final invoice for the project. Payment will be due within 30 days of MEI ceasing work and submitting the final invoice. MEI will return to conduct the acceptance inspection once the Building Owner or GC provides written confirmation that all building-related work is fully completed. MEI reserves the right to charge for additional costs incurred due to other parties.

WARRANTY:

1. The warranty provided starts on the date of final inspection. Warranty shall include coverage of elevator system controller, operating equipment and devices that are defective, or improperly installed/adjusted. All work will be performed during normal working hours and normal working days of the elevator trade. If service is requested outside of normal working hours and normal working days, it will be billed at our then current charge out rates.
2. MEI shall not be responsible for work required due to abuse or misuse by others, acts of god, elevator running on arrival of mechanic

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

or on parts that were not installed or replaced under this specification
Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

Price:

\$455,985.00

The pricing in this agreement is only valid for 45 days from the date listed above.

Payment Terms:

All Modernization Fees are due and payable to MEI on the following schedule:

- 40% of the Modernization Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- 35% of the Modernization Fee will be billed when a majority of the materials have been received. Customer understands that MEI will not schedule the Work until this payment has been received. Customer understands that timing issues may result in needing to expedite this payment.
- The Balance (approximately 25%) of the Actual Modernization Fee will be billed upon completion of the Work. The payment terms for this portion of the Work will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

Agreement Terms

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, and the T&C, this Agreement shall govern and supersede the T&C.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

Acceptance of Proposal

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

(CUSTOMER)

Approved by Authorized Representative

Accepted by:

MEI Total Elevator Solutions

Approved by Authorized Representative



MEI

TOTAL ELEVATOR SOLUTIONS

Kansas City Branch
1144 Booth Street
Kansas City, KS 66103
Phone: (816)221-3778 Fax: (816)221-4254
www.meiusa.com

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

Signed: _____

Signed: _____

Date: _____

Date: _____

Print Name: _____

Print Name: Billy Mitchell

Title: _____

Title: Account Manager

Phone: _____

Phone: 913-568-6068

Email: _____

Email: Billy.Mitchell@meiusa.com

Name of Company: _____

Customer Purchase Order: _____

☐ Principal, Owner or Authorized Representative or Owner

☐ Agent: _____
(Name of Principal or Owner)

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

MEI STANDARD EXCEPTIONS/QUALIFICATIONS/NOTES:

- This bid is valid only if a mutually agreeable contract, schedule and completion date can be obtained. Any changes must be seen and agreed to by MEI in writing.
- Installation must begin within six (6) months of contract date, or as shown on the published construction schedule. If installation does not begin within six (6) months of the contract date or as shown on published construction schedule, the project may be subject to an escalation fee for material costs and labor rate increases. Price is subject to change if any customer supplied information changes after booking, or upon review of additional and or updated information.
- If MEI is forced to store elevator equipment in warehouse due to a customer initiated install start date change, the customer will be responsible for additional storage fees.
- MEI does not carry professional liability insurance. Professional liability insurance will not be provided if bid is accepted.
- Our bid is based on timely return of all approved submittal drawings and allowing for manufacturing lead-time of 12 weeks after approvals.
- Exception is taken to any ambiguous, vague, not clearly evident in bid information and/or inexplicit liquidated damage stipulations.
- Exception is taken to retainage in excess of (5%) five percent.
- Exception is taken to any retainage if a performance/payment bond is required.
- Exception is taken to retainage for clean-up.
- Minnesota Elevator has included the necessary mobilization to and from this project in the above bid. If for any reason beyond our control; MEI is forced into additional mobilization on this project, (incomplete hoistway or machine room, lack of power, etc.) a remobilization fee of \$7,500.00 will be charged for each occurrence.
- On-site storage, approximately 20'x25' per elevator adjacent to the hoistway at bottom landing is required. If off-site storage is required, an additional charge will be assessed for the first three months to cover any double handling, storage or re-transportation of elevator material required by the general contractor/owner or agent thereof. After the first three months, an additional monthly charge will be assessed for storage until the material arrives on site.
- Bid includes one inspection per state permit. If more than one inspection is needed due to causes other than MEI, additional charges of then current hourly rate of MEI plus any applicable state re-inspection fees will be assessed.
- This bid does not include any provisions for construction use of the elevator.
- Should temporary service be required it will be provided via a CHANGE ORDER, as requested, per elevator. The Owner/General Contractor will be responsible for operators, protection of the elevator, and restoration costs of the elevator after the temporary service is complete. Owner/General Contractor will also be responsible for any additional inspection, permitting fees, and inspection time involved with the temporary service.
- This bid does not include any provisions for owner instruction and or training
- Certificates for Two million General Liability Insurance and Ten Million Umbrella Insurance coverage will be issued.
- If additional crews are requested and MEI has the resources to accommodate this request there will be a minimum charge of \$7,500.00 (MEI has provided one crew for this bid).
- This bid will become a rider, attachment or addendum to any contract issued.
- Any contract resulting from this bid is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, or consequential damages in contract tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.
- Permanent power to be provided by others to hoistway and machine room.
- Hoisting beam to be furnished and installed by others.
- Two (2) overhead hoist beams suitable for supporting the weight of the elevator equipment must be sized, furnished and installed by the G.C./customer. Hoist beams may need to be removed after elevator installation is complete, if overhead clearance codes are not met.
- Cutting, patching, grouting and fire caulking will be done by others at no cost to MEI.
- Flooring provided and installed by others.
- Pit floor and walls must be finished and backfilled before we can start.
- GC must provide forklift or appropriate handling equipment to unload MEI equipment at no cost to MEI.
- Barricading to be provided by others. MEI will replace barricade we remove as part of our work.
- Solid barricades at least 8 ft (2.4 m) high shall be supplied and installed by the G.C., customer, or owner to fully enclose work areas, open hoistways and escalator wellways. Barricades shall be properly secured to avoid unauthorized access from the general public.
- Disposal of construction debris and packaging resulting from this installation or removal will be by others.
- MEI will place debris in dumpster or other receptacle provided and paid for by others or as reasonably directed.

Disposal Contaminated Oil or Hydraulic Fluid (as applicable):

MEI will not be responsible for the disposal of any contaminated soil or hydraulic fluid that is removed from the cylinder hole. We will also not be responsible for any required clean up costs, fines or penalties that may result from this oil loss. Notification of the EPA and inspection of the ground soil is the responsibility of the owner, if they elect to do so.

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

Jack Hole Clause (as applicable):

- If the jack ceases to move during the removal process period of eight (8) hours, additional labor and specialty equipment required to move the jack will be performed on a time and material basis.
- Indoor Drilling - The hydraulic jack replacement is based on the existing jack hole being plumb and cased to prevent the Jack hole from collapsing once the existing jack is removed. If we encounter such conditions that hinder us from installing the new jack as noted in the aforementioned assumption, and indoor drilling is necessary, we will stop work and notify you immediately. Upon execution of a change order, with the cost and additional time being outlined and agreed to by purchaser, we will resume work
- If problems with the original construction of the jack hole exist (not deep enough, not plumb, not cased, concrete obstruction, flowing water or any obstruction prohibiting clean out and installation of new jack) additional work will be performed on a time and material basis.
- If ground water becomes a problem in the elevator pit during the jack replacement process, it will be the responsibility of the owner to address the issue so that work can continue. The contractor is not responsible for any water problems.
- Charge out rates applying to this Hole Clause are a per hour rate of \$250 per man plus materials
- The price of the driller and any related materials required will be in addition to our labor charges listed above

We will notify you prior to enacting this clause should it become necessary.

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

MEI TERMS AND CONDITIONS ("T&C")

1. Purchase and Payment. Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

2. Standard Warranty. MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts or attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Repair Terms and Conditions. Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine rooms(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee. In accordance with OSHA requirements, Customer shall inform MEI and its employees who will perform work activities in areas which contain ACM and/or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that MEI's work area at all times meets applicable OSHA permissible exposure limits (PEL's). Notwithstanding anything contained to the contrary within this bid or contract: (a) MEI's work shall not include any abatement or disturbance of asbestos containing materials (ACM) or presumed asbestos containing materials (PACM); (b) Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from MEI's scope of work without an applicable change order to reflect the additional costs and time; (c) MEI shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed, and the time period specified in the bid or contract for MEI to complete its work shall be extended until the same is abated; and (d) Any asbestos removal or abatement, or delays caused by such, required in order for MEI to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, Customer shall provide documentation that the asbestos has been abated from the MEI work area and air clearance reports shall be made available upon request prior to the start of MEI's work.

4. Limitations. Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

5. Indemnification. Each Party (as "*Indemnifying Party*") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "*Indemnified Party*") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

6. Default. An event of default ("*Event of Default*") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

7. Remedies. Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

8. Assignment. MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

9. Governing Law; Venue. The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

10. Force Majeure. MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

11. Waiver of Jury Trial. Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

12. General Provisions. The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

Non-Proprietary Equipment Affidavit

The entire elevator package proposed for the project identified below shall be **NON-PROPRIETARY**. The following provisions cover a warranty representing compliance with established standards for Universal Serviceability and Maintainability:

- **Equipment Purchased Unrestricted:**
Any elevator company shall be allowed to purchase and install this equipment. Must be made in USA. Machine room less elevators where equipment is accessed by riding top of elevator or via the pit is not allowed. Driving machines (traction & hydraulic applications) and controls must be accessible and cannot be in the hoistway.
- **Spare Parts:**
Spare parts can be purchased for a reasonable price as replacement or as stock to be maintained at the building site, or the offices of any elevator contractor designated by the building owner to maintain their equipment.
 - No exchange-only provisions shall limit any parts purchase.
 - No building owner approval shall be required to process any parts order.
- **Diagnostics:**
The control system shall be provided together with all available onboard diagnostic tool functions, unlocked and unrestricted access.
 - Such Maintenance, adjustment, and troubleshooting device or system shall provide unrestricted access to all parameters, level of adjustment, and flags necessary for maintenance and repair of equipment.
 - No expiring software, degrading operation, or key shall be accepted. Any lost or damaged tool shall promptly be replaced or repaired at a reasonable cost.
- **Product Support**
A support hotline at no additional cost shall be provided by the original equipment manufacturer where licensed elevator contractors shall be able to obtain assistance for installation, adjustment or troubleshooting.
- **Engineering Support:**
Manuals, engineering drawings, wiring diagrams, prints, special procedures to meet the Maintenance Control Program requirements shall be provided with the equipment at the time of delivery. All documentation shall be available for replacement purchase, at a reasonable price, by any licensed contractor designated by the building owner.
- **Training:**
Factory and/or on-site training shall be available from the original equipment manufacturer to any licensed elevator contractor. Training fees shall be free or reasonable and appropriate.

AFFIRMATION: The undersigned swears and affirms that the conditions described above are hereby made a part of the equipment proposal. The building owner, elevator contractor, and/or consultant shall reasonably rely upon these provisions.

Project: _____ Company: _____

Installing Company Officer Signature: _____ Date: _____

Printed Name & Title: _____

CMC
5730 Woodson Rd
Raytown, MO 64133 USA
+18165093655
cmchomesllc@gmail.com



Estimate

ADDRESS
MEI

ESTIMATE # 1857
DATE 08/03/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Address	Hall of Waters Elevator Modernization			
	Scope	201 E Broadway, Excelsior Springs, Missouri 64024 Scope to include the following. Patch and reinforcement in the hoist way as required for structural integrity and fire rating. Installation of new machine room door with code complaint door and closure. Installation of fire extinguisher in machine room. Installation of fire alarm system with smokes and contacts as required. Installation of new machine room lighting and gfcı outlet. Installation pit lighting and gfcı. New elevator disconnects. Correcting grounding for elevator. Dedicated analog phone line emt piping. Hoistway venting/fire damper. Hvac mini split for machine room. 6x4 single door equipment roof hatch/structural requirements as required/roofing as required.			

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		Sump pump in elevator pit.			
		Work includes all needs per addendum #1,2.			
		All labor and materials included.			

TOTAL

Accepted By

Accepted Date



MEI - Kansas City
1144 Booth St
Kansas City, KS 66103
Phone: (816) 221-3778
www.meiusa.com

1/1/2025 Charge Out Rates

Contract Customers

Title	Straight Time	Overtime	Double Time
Mechanic	\$375	\$589	\$664
Helper	\$319	\$501	\$564
Team	\$694	\$1,090	\$1,228

Non-Contract Customers

Title	Straight Time	Overtime	Double Time
Mechanic	\$500	\$785	\$885
Helper	\$425	\$668	\$752
Team	\$925	\$1,453	\$1,637

Straight Time Monday through Friday 8:00 a.m. – 4:30 p.m.

Overtime Monday through Friday (Before/After Straight Time Hours) Saturday

Double Time Sundays, Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day) and/or Overtime Repairs

Letter of Transmittal

MEI HISTORY & OVERVIEW

TABLE OF CONTENTS

MEI AT A GLANCE	3
COMPANY PROFILE.....	3
LICENSING	4
LOCAL OFFICE INFORMATION	4
BUSINESS ADDRESS	4
REMITTANCE ADDRESS	4
BUSINESS PHONE/FAX.....	4
DUNS NUMBER.....	4
CAGE CODE.....	4
LOCAL OFFICE PERSONNEL.....	4
NUMBER OF LOCAL STAFF.....	4
LOCAL OFFICE HISTORY	5
MAINTENANCE METHODS	5
CERTIFICATIONS/AFFILIATIONS.....	6
SPECIALTY	6
EXPERIENCE/QUALIFICATIONS	6-7
ORGANIZATIONAL CHART	8-9
REFERENCES	10
TRACTION: MAINTENANCE CONTROL PROGRAM.....	11-19
PICTURE OF MACHINE ROOM LOG	11
PURPOSE OF THE MCP	12-19
DEPARTMENT OF LABOR INDUSTRY TEST REQUIREMENTS.....	12-13
OWNER RESPONSIBILITIES	13-14
GENERAL MAINTENANCE	14-15
GEARED MECHANIC ASSESSMENT	15-17
GEARLESS MECHANIC ASSESSMENT	17-19
ELEVATOR EMERGENCY EVACUATION PROCEDURES	19

HYDRAULIC: MAINTENANCE CONTROL PROGRAM	20-30
PICTURE OF MACHINE ROOM LOG	20-21
PURPOSE OF THE MCP	21
DEPARTMENT OF LABOR INDUSTRY TEST REQUIREMENTS.....	21-22
OWNER RESPONSIBILITIES	22-23
GENERAL MAINTENANCE	23-24
HYDRAULIC MECHANIC ASSESSMENT	24-26
ROPED HYDRAULIC MECHANIC ASSESSMENT.....	27-29
ELEVATOR EMERGENCY EVACUATION PROCEDURES	30
CERTIFICATE OF LIABILITY INSURANCE	31
VEHICLE INSURANCE.....	31
EXAMPLE OF MECHANICS' UNION CERTIFICATION & APPRENTICESHIP	32
W-9 FORM.....	33

MEI AT A GLANCE

- World's largest manufacturer of custom elevators
- One of the largest independent elevator companies in the United States
- Founded in 1971 in Mankato, MN (national headquarters)
- Over 8,700 elevators on service throughout MN, IA, SD, ND, WI, MI, KS, & MO
- Branch offices located in St. Paul MN, Duluth MN, Milwaukee WI, Green Bay WI, Denver CO, Kansas City KS, Saint Louis MO, Springfield MO & Detroit MI
- Manufacturing and Distribution facilities located in Mankato MN & Norristown PA
- Manufacture non-proprietary equipment
- Ability to service and maintain all non-proprietary and the majority of proprietary equipment
- The 4 major/worldwide companies buy our equipment to install when required to meet specifications on jobs or non-proprietary requirements set
- MEI is a privately owned corporation with a percentage of ownership allocated to ESOP

COMPANY PROFILE

Founded in 1971 in Mankato MN, MEI specializes in manufacture, service, repair, modernization, installation, and inspection of elevator equipment. MEI – Total Elevator Solutions, prides itself on delivering expert engineering, quality equipment, and excellent customer service. These specializations and values, previously mentioned, have fueled MEI to become one of the leading independent elevator companies in the United States. With manufacturing and distribution facilities located in Southern Minnesota, Chicago Illinois, and Eastern Pennsylvania; MEI is currently the world's largest custom elevator manufacture. Our equipment can be found in nearly every US state, and many other countries around the world. Each elevator produced at MEI is individually engineered. MEI offers several different product lines including borehole hydraulic, hole-less hydraulic, traction, roped hydraulic, and MRL packages; standalone products such as cabs, entrances, dry power units, submersible power units, and oil coolers are also offered. MEI produces a high quality, non-propriety product with a life span that far exceeds other equipment available in the industry.

From start to finish, MEI is a full service provider- involved in every aspect of the elevator's life. We can provide a variety of services to a wide area, in a timely, cost effective manner. We are a local elevator company with world wide experience. MEI is committed to continual improvement of our processes, products, people and service.

To better serve its customers and maintain its customer service focus, MEI has strategically positioned service branches in the following locations; Mankato MN, St. Paul MN, Duluth MN, Milwaukee WI, Green Bay WI, Denver CO, Kansas City KS, Springfield, MO, St. Louis MO, & Detroit MI. Holding ourselves to the highest level of integrity and focusing on the customer has been the main attribute associated with the recent growth in MEI service customers. As of April 2019, MEI has over 8,600 elevators on a service contracts. MEI is able to service proprietary and non-proprietary elevator equipment, offer custom maintenance plans, as well as provide a level of communication that is far greater than what the industry standard has become.



Currently, MEI employs a staff of 348 individuals. These individuals consist of a full engineering staff for each product line, mechanics that specialize in service, repair, installation, and/or modernization, production employees, and administration departments.

LICENSING:

MEI holds current licensure in all states of operation, including the counties, and cities of those states. MEI is a licensed, insured, and bonded elevator contractor and a member of the National Association of Elevator Contractors. Our equipment meets the requirements of the ANSI A17.1 code as well as state and local codes pertaining to elevators. Minnesota Elevator has an implemented Quality Management System (QMS) that is fully aligned with the ISO 9001:2000 standards.

LOCAL OFFICE INFORMATION

BUSINESS ADDRESS: 1144 Booth St.
Kansas City, KS 66103

REMITTANCE ADDRESS: MEI Total Elevator Solutions
Lockbox 446080
PO Box 64069
St Paul MN 55164-0069

BUSINESS PHONE/FAX: 816-221-3778 Office
816-221-4254 Fax

DUNS NUMBER: 07-134-0772 **CAGE CODE:** 1HXX5

LOCAL OFFICE PERSONNEL:

- | | |
|----------------------------------|----------------|
| • Branch Manager | Rob Gress |
| • Operations Manager | Terri Hughes |
| • Account Manager | Leslie Hays |
| • Account Manager | Billy Mitchell |
| • Account Manager | Josh Mitchell |
| • Account Manager | Jeannie Reeves |
| • Account Manager | Chaz Pilz |
| • New Const/Mod Field Supervisor | David Sherrell |
| • New Const/Mod Field Supervisor | Jake Poteete |
| • Office Coordinator | April Oyer |
| • Inside Sales/Admin | Katelyn Gibson |
| • Con/Mod Coordinator | Brody Flaming |
| • Warehouse Coordinator | Zach Titus |
| • New Business Development | Aaron Torres |

TOTAL OFFICE STAFF: 14

NUMBER OF LOCAL FIELD STAFF:

- Union Elevator Mechanics 32
- Apprentices 3

NOTE: MEI is the 2nd largest Employer of Union Field Labor in this local market

LOCAL OFFICE HISTORY:

MEI -Total Elevator Solutions Kansas City Branch is a full-service elevator company with maintenance, repair, modernization, inspection, and installation capabilities. This branch serves the greater Kansas City Metropolitan area as well as the states of Kansas and Missouri.

The Kansas City Branch of MEI was originally established in 1989 as Dynatron Elevator on the principle of providing a level of service unparalleled in the market.

In November 2010, Dynatron Elevator was acquired by Minnesota Elevator, Inc. and operates as a wholly owned division of MEI. Dynatron Elevator was purchased by MEI due to the similarities the companies shared in customer service, high ethical standards, top notch service, and competitive pricing.

Minnesota Elevator, Inc., in business since 1971, specializes in the manufacture, installation, modernization, and service of various types of elevators. MEI's manufactured equipment is found in nearly every US state as well as several foreign countries. In addition, MEI installs, modernizes, and maintains equipment in the greater eight-state (MN, WI, SD, ND, IA, KS, MO, and CO) region.

MEI is a licensed, insured, and bonded elevator contractor and a member of the National Association of Elevator Contractors (NAEC) and National Elevator Industry Program (NEIP).

MAINTENANCE METHODS:

MEI offers three different types of maintenance contracts: full maintenance, small parts maintenance, and oil and lubrication maintenance in order to meet the needs of each customer (examples of each type of contract can be provided upon request). Service frequencies are based on customer's wants/needs. MEI will not use subcontractors to perform elevator maintenance. MEI will work with its customers to schedule inspections in the month they are due with any governing municipalities, provided this information is provided at the commencement of a service agreement. MEI mechanic on site will communicate with the MEI Account Manager (Contract Manager & Supervisor) as needed to execute contract requirements.

Above all, MEI's top priority is to provide a safe environment for its customers, which is critical when interacting with any type of vertical transportation system. After safety, overall functionality to increase the longevity of the equipment is MEI's next concern. It is MEI's goal to maintain the current equipment and do so in the correct manner so that the cost of installing new equipment is not a burden to the customer; and the life span of the equipment is extended as far into the future as possible. In



maintaining proper functionality, MEI will also provide proper lubrication to all components. MEI will maintain the cleanliness of the elevator equipment, as well as the car top and elevator pit.

MEI will arrange to have a mechanic meet person(s)/staff on site upon arrival and departure, and an electronic receipt of service will be sent to once service is complete. Should an individual not be able to meet with the mechanic other monitoring practices are available to the customer. A maintenance log will be kept in the machine room as well as, oil loss logs, and trouble call logs. These documents are not only required by code, but they allow the customer to see when the mechanic is physically performing service and gives them an idea of the issues that have been found pertaining to the equipment. MEI does not use a GPS tracking device as other companies do, these create loopholes for the company and allows them to log time to a customer without having to actually enter the customer's premises.

- *Maintenance Control Program Documentation for Hydraulic and Traction Elevators is included
- *MEI's Accident Prevention & Safety Manual is available upon request

CERTIFICATIONS/AFFILIATIONS:

Local 12 – International Union of Elevator Constructors
Certified Elevator Contractor
IFMA
AAKC
OSHA 10 Certified field employees
Contractors Class 1 License – Required to work in KCMO

SPECIALTY:

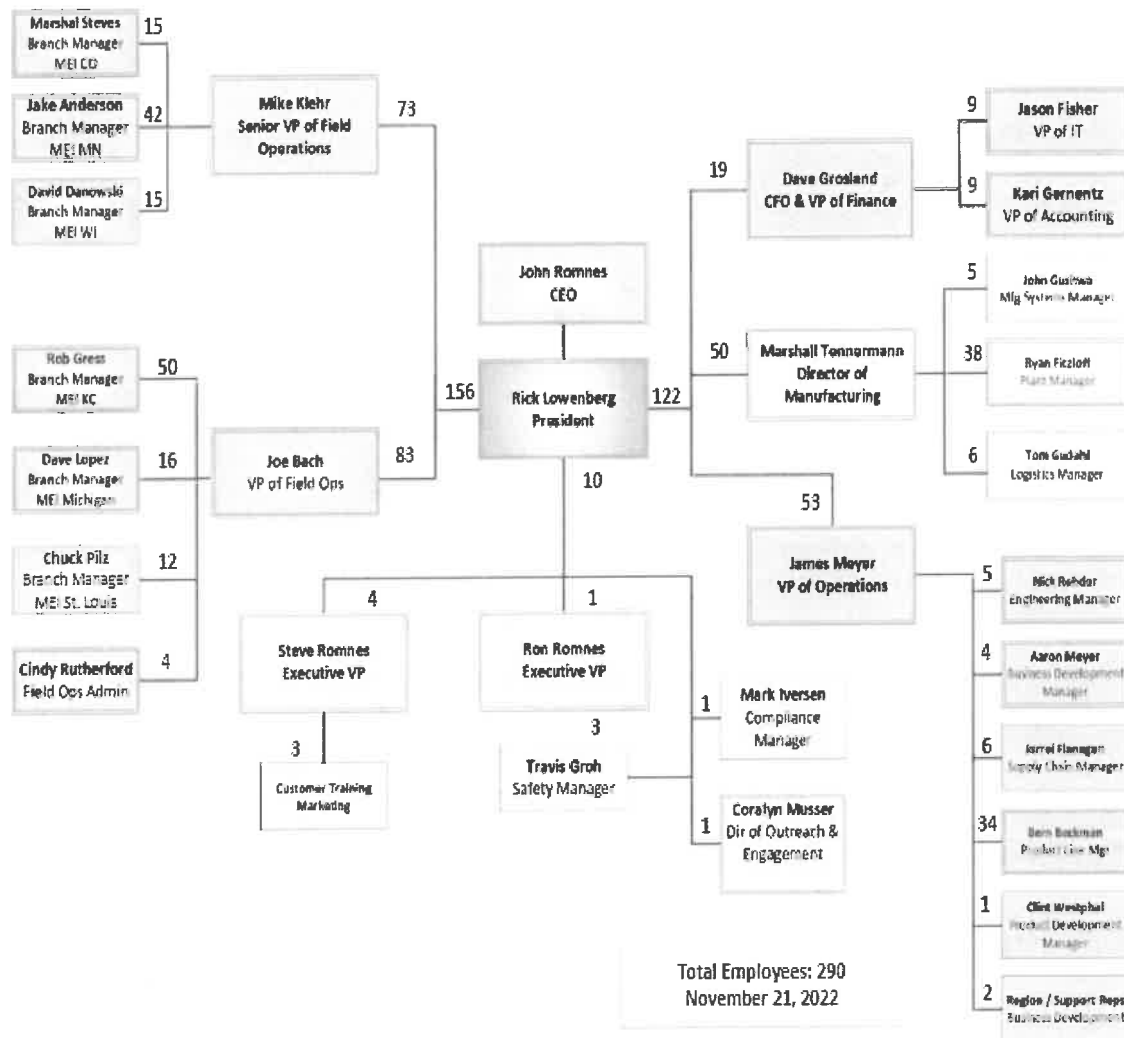
MEI - Total Elevator Solutions Kansas City Region excels in elevator service, repair, modernization, installation, and inspection. This branch works closely with our national headquarters to manufacture equipment to the customer's specifications. Our staff is committed to providing customers with outstanding service and competitive pricing. We continuously seek ways to improve our process to deliver what matters to you: reliability, security, performance, and comfort in your buildings.

EXPERIENCE/QUALIFICATIONS:

CHRIS HUGHES	MECHANIC – 33 years (All Brands)
JOHN OSOWSKI	MECHANIC – 24 years (Otis/MEI/All Brands)
MIKE BALES	MECHANIC – 13 years (MEI/Various other brands)
RUSSELL MILLER	MECHANIC – 30 years (KONE/MEI/VMI/MCE)
JASEN KENNEDY	MECHANIC – 22 years (All Brands)
BRAD DREYER	MECHANIC – 20 years (TKE/Schindler/MEI)
CHET BOISEN	MECHANIC – 15 year (Otis/MEI/Various other brands)
JAMES KENNEDY	MECHANIC – 26 years (Otis)
JUSTIN KENNEDY	MECHANIC – 25 years (Schindler/All Brands)
TERRY HODGES	MECHANIC – 35 years (All Brands)
JOHN HULL	MECHANIC – 23 years (Thyssen/Dover/All Brands)
JOHNNY COATS	MECHANIC – 19 years (Thyssen/Schindler)
BRIAN FENSTERMAKER	MECHANIC – 23 years (Vertitron/EC/MCE/All Brands)

BRYANT GISH	MECHANIC – 22 years (Schindler/Otis/Schumacher/MEI/All Brands)
JEFF REISCHMAN	MECHANIC – 20 years (Kone)
ANDY POWERS	MECHANIC – 18 years (Vertitron/TK/MEI)
TJ BURGIN	MECHANIC – 15 years (Schindler/Otis/MEI)
SETH DUNBAR	MECHANIC – 12 years (TKE/VMI/MEI/MCE)
DENNIS SMITH JR.	MECHANIC – 10 years (All Brands)
ANDY NORMAN	MECHANIC – 7 years (All Brands)
BRANDON PYLE	MECHANIC – 6 years (All Brands)
ISAIAH HUGHES	MECHANIC – 6 years (All Brands)
WES COOK	MECHANIC – 6 years (All Brands)
RYAN SERVELLO	MECHANIC – 5 years (All Brands)
SHAWN KEARNES	MECHANIC – 5 years (All Brands)
BEN KURZAVA	MECHANIC – 5 years (All Brands)
MATT TREHAL	MECHANIC – 18 years (All Brands)
TREVOR GRESS	MECHANIC – 6 years with MEI (All Brands)
MANNY PALACIO	MECHANIC – 5 years (All Brands)
JOSH HUGHES	MECHANIC – 5 years (All Brands)
WALKER BURGIN	MECHANIC – 5 years (All Brands)
ANDREW FRIEDRICH	MECHANIC – 5 years (All Brands)
CHRISTOPHER CECVALA	3rd YEAR APPRENTICE
KANE ROGERS	1 st YEAR APPRENTICE
WYATT HENLEY	1 st YEAR APPRENTICE
ROB GRESS	BRANCH MANAGER – 32 years
JAKE POTEETE	CON/MOD FIELD SUPERVISOR – 33 years in trade / Mechanic 31 yrs.
BILLY MITCHELL	ACCOUNT MANAGER – 21 years of experience
JEANNIE REEVES	ACCOUNT MANAGER – 21 years of experience
TERRI HUGHES	OPERATIONS MANAGER – 23 years of experience
LESLIE HAYS	ACCOUNT MANAGER – 17 years of experience
JOSH MITCHELL	ACCOUNT MANAGER – 2 years of experience
DAVID SHERRELL	CON/MOD FIELD SUPERVISOR – 37 years' experience in FM
APRIL OYER	OFFICE COORDINATOR – 4 years with MEI
KATELYN GIBSON	INSIDE SALES/ADMIN – 3 years with MEI
CHAZ PILZ	ACCOUNT MANAGER – 2 years with MEI
BRODY FLAMING	CON/MOD COORDINATOR – 2 years with MEI
ZACH TITUS	WAREHOUSE COORDINATOR/DELIVERY – 2 Years
AARON TORRES	NEW BUSINESS DEVELOPMENT MANAGER

ORGANIZANTIONAL CHART MEI OVERALL:



REFERENCES FOR MODERNIZATIONS & MAINTENANCE:

University of Kansas

Contact: Julie Bellucci

Email: jbellucci@ku.edu

Douglas County Jail

Contact: Isaac Smoots

Email: ismoots@douglascountyks.org

Fort Leavenworth

Contacts: Garrett Knapp

Email: garrett.d.knapp.civ@army.mil

Young Management

Contact: Jason Lundgren

Email: jlundgren@ymcorp.com

Missouri Western State University

Contact: Bryan Adkins

Email: badkins1@missouriwestern.edu

City of Lenexa

Contact: Igor

Email: isinyavskiy@lenexa.com

Johnson County Kansas

Contact: Tom Hadd

Email: tom.hadd@jocogov.org

Minnesota Elevator, Inc.

Test Log - MEI A17.1-2005 8.1.1.3 (8.1.1.3.1) "Semi-Annual Door Close Force Test"			
Date	Test Conducted	Results	Technician
	Semi-Annual Door Close Force		
(For Use per ASME A17.1-2005 8.1.1.3.1)			

Annual Testing			
Date	Test	Results	Technician
	Annual No Load Test		
	5 Year Full Load Test		

Other Testing			
Date	Test	Date	Test

WORM GEAR LUBRICANT: High Pressure Gear Lubricant ISO Grade #32
 RAIL LUBRICANT: Hydraulic Brake Pad Lubricant
 GREASE FOR ZERK FITTINGS: Stearns All-Purpose Universal Grease
 MACHINE BEARINGS: RAYON MC 2 E.F. Bearing Lubricant
 SLIPPER OIL: OTCO A-11 #32 REGAL R&O #32

MONTHLY TESTING			
Service	1	2	3
Fire Service			
Two-Way Communication			
Emergency Up/Down & Bell			

PERIODIC MAINTENANCE - 20

On Every Year: Contact Manager or Building Engineer, ride car, observe operation, clean/adjust as needed and initial service chart. Check and record service items as necessary. Note any significant changes and make corrections or recommendations to prevent outages.

INITIALS	DATE
MACHINE ROOM EQUIPMENT	
CONTROLLER	
Adjust setting of overload if necessary	
Adjust contacts if necessary	
Adjust main operating contactors and switches	
Tighten connections	
Test fuses / breakers & check for tightness	
MACHINE	
Bolt Tightness	
Oil level in machine	
Brake / Bearings / Wiring Connections / Cables	
Check brakes on all motors (where applicable)	
ELEVATOR CRAFT EQUIPMENT	
HOISTWAY: Car Rails, Fishplates & B.T. Lubricate Rails if needed	
HATCH DOORS PASSENGER	
Lubricate Door Rails	
Lubricate rollers, Track Lubricant, Retaining Cables, Bushes, Guide Guards & Chances	
Door Cables & Fastenings	
HATCH DOORS FREIGHT	
Check/Lubricate Cables	
Adjust/Lubricate Churns, Tracks, Sheaves & Guides	
Lubricate Latches/Zone Switches	
OVER HEAD: Hatch Switches, CANS & Lubricate Parts if needed	
CARP TOP	
Clean/Lubricate Car Guides & Sheave/Drive Devices	
Safety Switches, Landing Devices, Indicator, Tense Switches, All Switches & Fastenings	
Car Top Fan Motor - Lubricate if needed	
Check Guides on Car Top	
TRAVEL CABLES: Check for Fraying and Wear	
CAR DOOR OPERATOR	
Lubricate Car Top Contact, Guide Up, Chain & Rollers	
Roller Tension	
Communication & Buttons	
Lubricate Roller Tracks, Up/Down & Retaining Cables	
Lubricate Churns, Bushes, CANS, Door Cables	
DOOR RESTRICTION DEVICES: Adjust if Required Safety	
Alarm or Light Ray, Cables or Scanner	
CLEAN PIT EQUIPMENT: PIT SWITCHES, HYDRO CYL	

PURPOSE OF THE MAINTENANCE CONTROL PROGRAM (MCP):

The current ASME A17.1 Safety Code for Elevators and Escalators, Section 8.6 requires that a written Maintenance Control Program be in place to maintain the equipment and consists of procedures for examinations, maintenance and testing of equipment at scheduled intervals. This code also mandates that compliance documentation must be accessible to elevator personnel.

Disclaimer Notice:

The information contained herein is for the sole purpose of Elevator Maintenance Personal only. MEI is not responsible for errors, injuries or damages of any kind resulting from use of this document by a non-MEI employee. Every effort has been made to ensure the accuracy of information presented as factual; however, errors may exist. The information contained in this document is not all-inclusive of the any unforeseen event that may occur.

This document has been produced based on ASME A17.1 - 8.6 requirements. The information contained in this document is confidential and the property of MEI.

DEPARTMENT OF LABOR INDUSTRY TEST REQUIREMENTS:

Elevator code consists of the following: Safety Codes for Elevators and Escalators. The ASME A17.1-2004 with the ASME A17.1A Addenda and the Supplement ASME A17.1S-2005 is for new and altered installations. This standard also covers maintenance and testing requirements for existing elevators.

The Safety Code for Existing Elevators and Escalators is the ASME A17.3-2002. The ASME A18.1-2005 is the Safety Standard for Platform Lifts and Stairway Chairlifts. The standard for Elevator and Escalator Electrical Equipment is the ASME A17.5-2004.

The Safety Standard for Belt Manlifts is the ASME A90.1-2003, Safety Standard for Conveyors and Related Equipment is the ASME B20.1-2003. Minnesota amendments to those documents are located in chapter 1307. The ASME documents are published by the American Society of Mechanical Engineers.

OWNER RESPONSIBILITIES:

Proper use of Unit: Ensure that the unit is being used based on it was intended at installation and that it is in safe working condition.

Notification: Owner is responsible for contacting a licensed elevator mechanic with any operating problems that are occurring such as noises, incorrect leveling, etc.... If an emergency occurs on the unit the owner is responsible for notifying a licensed mechanic or appropriate emergency personnel.

Access to Elevator and Machine Room: Access to the unit and its operating mechanisms must be limited to authorized personal and made secure by way of a lock. Building owner is responsible for assuring appropriate personnel have access.

Environmental Conditions/Safe: Unit and its operating mechanisms must be kept in a safe environment for any authorized personnel that access the unit. This environment must also maintain the proper temperature levels that are outlined in the unit manufacturer's guidelines. These working guidelines must be posted within the same room as the equipment.

Regular Maintenance: Any unit, whether a new installation or not, must be regularly maintained by a certified mechanic to ensure safe standards are upheld. The building owner/management is responsible for paying for a licensed service provider. Anything from general wear and tear to vandalism can take its toll on even the best-maintained systems. Regular and systematic attention is required not only from the service provider/contractor but also from an observant building management team.

New Installation/Out of Service: If a unit is a new installation or was taken out of service and now being allowed back in service must be rendered safe by a qualified elevator technician. The technician will ensure the unit is clean, has had any inoperable components replaced, make sure all safety mechanisms are working properly and perform a test run on the unit.

Inspection: Any local government code required inspection must be scheduled by the owner. Should the inspection need to be witnessed, it is the responsibility of the building management/owner to ensure proper personnel has witnessed the inspection.

Code Compliance: Owner must ensure the unit is in compliance based on the current code in place. Should further understanding of the code be required please reference the American Society of Mechanical Engineers code ASME A17.1..

Testing Fire Service: The national Safety Code for Elevators and Escalators, ASME A17.1-

2004 sections 8.6 and 8.11 requires monthly testing of Firefighters service. Operation may vary if your equipment was designed to comply with local codes. Also, your local code official has final authority regarding the need to perform this test, its frequency, and specific details regarding fire recall operation and the test procedure.

Emergency Procedures: A passenger who is trapped in an elevator should only be removed by a licensed technician or authorized emergency personnel. A procedure for this process should be kept at the physical address of the unit location. A copy of this procedure and training of the procedure should be given to the authorized emergency personnel. A copy of this procedure should also be made available to any authority having jurisdiction.

**Please refer to ASME A17.4, for the required written emergency procedures. (Guide for Emergency Personnel)*

Records: The owner must maintain a full set of job-specific schematic drawings, technical information, specifications of the installation, instruction and maintenance manuals both from the original equipment manufacturer/installation company, including all information on door operators, and other manufactured components. However, if a service provider/contractor other than the OEM is contracted to maintain the system, the new service supplier/contractor will need this information to perform acceptable preventative maintenance, service the system, and perform any required troubleshooting. We strongly recommend that all machine room drawings be plastic laminated for durability and that copies kept off-site as backup if critical on-site operational drawings are lost. Owners must take

responsibility for maintaining backup copies of system documentation, rather than relying on the service provider/contractor.

GENERAL MAINTENANCE:

- Top of Car
 - o Area must be kept clear of debris, water and oil.
 - o Top of car should not be used as a storage area.
- Hoistways, Pits and Machine Rooms
 - o Areas must be kept clear of debris, water and oil.
 - o These spaces are not to be used as a storage space.
 - o Access to all these areas must be locked.
- Making Safety-Related Devices Inoperative
 - o No person shall at any time make inoperative or ineffective any device on which safety of users is dependent, including any electrical protective device, except where necessary during tests, inspections or maintenance.
 - o During these services the elevator may not be used by the public. When completed the elevator must be returned to normal operating condition based on applicable requirements.
- Car and Counterweight Safeties Mechanism
 - o All moving parts and counterweight safeties mechanism should be kept clean, free of rust and dirt and lubricated at frequent intervals.

o Should the unit be in an environment where conditions are exposed to water or corrosive vapors on a constant basis the unit parts or safeties mechanisms may corrode or rust at a higher rate.

- Lubrication

- o Lubrication must be maintained using lubricants of grade and the quantity required by the manufactures specifications.
- o When lubricating suspension wire ropes care should be taken to make sure loss of traction does not occur.
- o Governor wire ropes should never be lubricated unless noted in the manufactures manual.
- o Guide rails should only be lubricated on elevators equipped with guiding members requiring lubrication. Rail lubricants should comply with A17.1.2.17.16. Means should be provided at the base of the rails to collect excess lubricant.
- o Any dirt accumulation, excess oil or lint should be removed from the rails. If need be a nonflammable or high-flashpoint solvent can be used to clean them.
- o Unless the manufacturer recommends it rust-preventative paint, lubricants (graphite or oil) or similar coatings should not be applied.

GEARED MECHANIC ASSESSMENT:

Annual Assessments (Minimum of 1 visit annually)

- Check/tighten controller connections (8.6.1.6.3)
 - o Check power and field terminal condition
- Confirm sign and data plates (8.6.1.6.7)
 - o Missing or damaged plates to be repaired or replaced
- Clean controller, MG, hoist motor (8.6.1.6.3)
- Lube MG, hoist motor, governor bearings (8.6.1.6.3)
 - o If applicable lubricate MG and MG equipment and remove overflow of lubricants.
- Lube compensation & governor tail sheaves (8.6.4.12)

Semi-Annual Assessments (Minimum of 2 visits annually)

- Clean Pit (8.6.4.7.1)
 - o Make sure pit is not being used as a storage area
 - o Wipe down pit equipment and sweep pit clean of any debris
 - o Remove any accumulated liquid or debris
- Check, lube, pit safety switches (8.6.1.6.2)
 - o Check all parts that require lubricants and lubricate accordingly.
 - o Verify proper working condition of switch, switch rollers and pivot points.

- Clean car top (8.6.4.9)
 - o Make sure car top is not being used as a storage area
 - o Wipe down equipment and remove any debris
- Check, clean, lube all landing door hardware (8.6.1.6.2/8.6.4.13.1)
 - o Clean hangers tracks, hanger, closer cables, relating cables and sills
 - o Check relating cable, hanger rollers, door alignment, gibs, closers, clutch components, bumpers, sight guards, lock components/contacts for damage from wear and tear or any operating issues.
- Check, clean, lube car door and door operator hardware (8.6.1.6.2/8.6.4.13.1)
 - o Verify proper working condition
 - o Lubricate bearings, rollers and pivot point.
 - o Check pivot arms, tracks, roller, gibs, relating cables, hangers, belts, sheaves, control cable, sill, switches/contacts, safety door protection device, bumpers, tension belts/cables.
- Check, lube all hoistway safety/terminal switches (8.6.4.14)
 - o Verify proper working condition
- Clean Machine Room (8.6.4.8)
 - o Clean up liquids, dirt or garbage on the floor.
- Check emergency lighting/alarm bell (8.6.4.15)
 - o Verify working properly
- Ride unit/check ride quality (8.6.5.12/8.6.4.16)
 - o Stopping accuracy, leveling properly, speed accurate
 - o Free of noise and vibration
- Visually check cab interior/components/fixtures (8.6.4.15)
 - o Test emergency signaling devices
 - o Test proper working condition of lighting, communication and ventilation
- Visual check pit/pit equipment (8.6.5.11/8.6.5.5.1/8.6.5.5.2)
 - o Check for water
 - o Check the buffers, traveling cables for wear / tear, lighting, sump, sheave, ropes, and rails.
- Visually check overall machine room space/area (8.6.4.8/8.6.1.6.5)
 - o Ensure locking mechanism on access door
 - o Make sure area is not being used as a storage space.
 - o Proper fire extinguisher in room
 - o Room ventilation/temperature working properly
 - o Any corrections that need to be made must be reported to owner.
- Visual check controller operation / condition (8.6.1.6.3)
 - o Verify proper working condition of lights, contacts/coils, resistor, capacitors, wiring
 - o Remove any dirt or debris

- Perform rope maintenance (8.6.4.12)
 - o Check governor, compensation rope, hoist rope tension or slippage.
 - o Check the diameter, wear and tear, slippage, and lubricate if necessary.
- Visual check, bottom of car equipment (8.6.4.12)
 - o Check guides, traveling cable and fastening, platform and frame.
- Visual check governor operation / condition (8.6.4.2/8.6.4.12)
- Lube brake components / pins etc. (8.6.1.6.2)
 - o Check that pins are free
- Visually check hoist machine / motor/ brake / MG operation / condition (8.6.4.6.1/8.6.4.17/8.6.4.6)
 - o Check that the following are working properly and have not sustained excessive wear and tear; brushes, commutator, machine oil level, bearings, drive sheave, ropes, supports, brake

GEARLESS MECHANIC ASSESSMENT:

Annual Assessments (Minimum of 1 visit annually)

- Check/tighten controller connections (8.6.1.6.3)
 - o Check power and field terminal condition
- Confirm sign and data plates (8.6.1.6.7)
 - o Missing or damaged plates to be repaired or replaced
- Clean controller, MG, hoist motor (8.6.1.6.3)
- Lube MG, hoist motor, governor bearings (8.6.1.6.3)
 - o If applicable lubricate MG and MG equipment and remove overflow of lubricants.
- Lube compensation & governor tail sheaves (8.6.4.12)

Semi-Annual Assessments (Minimum of 2 visits annually)

- Clean Pit (8.6.4.7.1)
 - o Make sure pit is not being used as a storage area
 - o Wipe down pit equipment and sweep pit clean of any debris
 - o Remove any accumulated liquid
- Check, lube, pit safety switches (8.6.1.6.2)
 - o Check all parts that require lubricants and lubricate accordingly.
 - o Verify proper working condition of switch, switch rollers and pivot points.
- Clean car top (8.6.4.9)
 - o Make sure car top is not being used as a storage area
 - o Wipe down equipment and remove any debris

- Check, clean, lube all landing door hardware (8.6.1.6.2/8.6.4.13.1)
 - o Clean hangers tracks, hanger, closer cables, relating cables and sills
 - o Check relating cable, hanger rollers, door alignment, gibbs, closers, clutch components, bumpers, sight guards, lock components/contacts for damage from wear and tear or any operating issues.
- Check, clean, lube car door and door operator hardware (8.6.1.6.2/8.6.4.13.1)
 - o Verify proper working condition
 - o Lubricate bearings, rollers and pivot point.
 - o Check pivot arms, tracks, roller, gibbs, relating cables, hangers, belts, sheaves, control cable, sill, switches/contacts, safety door protection device, bumpers, tension belts/cables.
- Check, lube all hoistway safety/terminal switches (8.6.4.14)
 - o Verify proper working condition
- Clean Machine Room (8.6.4.8)
 - o Clean up liquids, dirt or garbage on the floor.
- Check emergency lighting/alarm bell (8.6.4.15)
 - o Verify working properly
- Ride unit/check ride quality (8.6.5.12/8.6.4.16)
 - o Stopping accuracy, leveling properly, speed accurate
 - o Free of noise and vibration
- Visually check cab interior/components/fixtures (8.6.4.15)
 - o Test emergency signaling devices
 - o Test proper working condition of lighting, communication and ventilation
- Visual check pit/pit equipment (8.6.5.11/8.6.5.5.1/8.6.5.5.2)
 - o Check for water
 - o Check the buffers, traveling cables for wear / tear, lighting, sump, sheave, ropes, and rails.
- Visually check overall machine room space/area (8.6.4.8/8.6.1.6.5)
 - o Ensure locking mechanism on access door
 - o Make sure area is not being used as a storage space.
 - o Proper fire extinguisher in room
 - o Room ventilation/temperature working properly
- Visual check controller operation / condition (8.6.1.6.3)
 - o Verify proper working condition of lights, contacts/coils, resistor, capacitors, wiring
 - o Remove any dirt or debris
- Perform rope maintenance (8.6.4.12)
 - o Check governor, compensation rope, hoist rope tension or slippage.
 - o Check the diameter, wear and tear, slippage, and lubricate if necessary.

- Visual check, bottom of car equipment (8.6.4.12)
 - o Check guides, traveling cable and fastening, platform and frame.
- Visual check governor operation / condition (8.6.4.2/8.6.4.12)
- Lube brake components / pins etc. (8.6.1.6.2)
 - o Check that pins are free
- Visually check hoist machine / motor/ brake / MG operation / condition (8.6.4.6.1/8.6.4.17/8.6.4.6)
 - o Check that the following are working properly and have not sustained excessive wear and tear; brushes, commutator, machine oil level, bearings, drive sheave, ropes, supports, brake

ELEVATOR EMERGENCY EVACUATION PROCEDURES:

In the event of an elevator entrapment please follow the following procedures:

Movement of the elevator car is not advised unless you are under the direct supervision of qualified elevator personnel, as their experience and expertise assure the resourcefulness necessary to cope with the various complex hazards that may arise.

- 1) Contact elevator or emergency services personnel and inform them of the entrapment situation providing building location, elevator location and a facility contact name and phone number
- 2) The responsible personnel in the building should immediately communicate with the occupants of the elevator car to inform them that:
 - a. The elevator company or emergency services trained in elevator evacuation procedures has been called and will be arriving shortly
 - b. Stay calm
 - c. They are safe
 - d. Steps are being taken to evacuate them from the elevator
 - e. Stand clear of the doors, as they may be opened
- 3) In communicating with the occupants of the elevator car, the following information should be obtained for guidance in making decisions on actions to be taken in the rescue operation:
 - a. The number of persons in the elevator car
 - b. Whether any of the occupants in the car are ill or injured*
 - c. Whether the lights are on in the elevator car
 - d. The location of the elevator car in the hoistway (if known)

*The severity of the illness/injury will be a determining factor on whether to contact an elevator service company or emergency services personnel.

The information gathered should then be relayed to elevator personnel or emergency services personnel trained in elevator evacuation procedures. The occupants of the elevator car should continually be kept informed and reassured of their safety and to stay calm.



The Safety Code for Existing Elevators and Escalators is the ASME A17.3-2002. The ASME A18.1-2005 is the Safety Standard for Platform Lifts and Stairway Chairlifts. The standard for Elevator and Escalator Electrical Equipment is the ASME A17.5-2004.

The Safety Standard for Belt Manlifts is the ASME A90.1-2003, Safety Standard for Conveyors and Related Equipment is the ASME B20.1-2003. Minnesota amendments to those documents are located in chapter 1307. The ASME documents are published by the American Society of Mechanical Engineers.

OWNER RESPONSIBILITIES:

Proper use of Unit: Ensure that the unit is being used based on it was intended at installation and that it is in safe working condition.

Notification: Owner is responsible for contacting a licensed elevator mechanic with any operating problems that are occurring such as noises, incorrect leveling, etc.... If an emergency occurs on the unit the owner is responsible for notifying a licensed mechanic or appropriate emergency personnel.

Access to Elevator and Machine Room: Access to the unit and its operating mechanisms must be limited to authorized personal and made secure by way of a lock. Building owner is responsible for assuring appropriate personnel have access.

Environmental Conditions/Safe: Unit and its operating mechanisms must be kept in a safe environment for any authorized personnel that access the unit. This environment must also maintain the proper temperature levels that are outlined in the unit manufacturer's guidelines. These working guidelines must be posted within the same room as the equipment.

Regular Maintenance: Any unit, whether a new installation or not, must be regularly maintained by a certified mechanic to ensure safe standards are upheld. The building owner/management is responsible for paying for a licensed service provider. Anything from general wear and tear to vandalism can take its toll on even the best-maintained systems. Regular and systematic attention is required not only from the service provider/contractor but also from an observant building management team.

New Installation/Out of Service: If a unit is a new installation or was taken out of service and now being allowed back in service must be rendered safe by a qualified elevator technician. The technician will ensure the unit is clean, has had any inoperable components replaced, make sure all safety mechanisms are working properly and perform a test run on the unit.

Inspection: Any local government code required inspection must be scheduled by the owner. Should the inspection need to be witnessed, it is the responsibility of the building management/owner to ensure proper personnel has witnessed the inspection.

Code Compliance: Owner must ensure the unit is in compliance based on the current code in place. Should further understanding of the code be required please reference the American Society of Mechanical Engineers code ASME A17.1..

Testing Fire Service: The National Safety Code for Elevators and Escalators, ASME A17.1-

2004 sections 8.6 and 8.11 requires monthly testing of Firefighters service. Operation may vary if your equipment was designed to comply with local codes. Also, your local code official has final authority regarding the need to perform this test, its frequency, and specific details regarding fire recall operation and the test procedure.

Emergency Evacuation Procedures: A passenger who is trapped in an elevator should only be removed by a licensed technician or authorized emergency personnel. A procedure for this process should be kept at the physical address of the unit location. A copy of this procedure and training of the procedure should be given to the authorized emergency personnel. A copy of this procedure should also be made available to any authority having jurisdiction. Please see MEIs Instructions at the end of this manual.

**Please refer to ASME A17.4, for further explanation if necessary. (Guide for Emergency Personnel)*

Transparent Hoistway: This section of the building includes the elevator pit, which can include dampness or even water ingress, dirt, debris, garbage, and personal effects, such as money, credit cards and lost keys. Hoistway maintenance must also include the car top and even the underneath of the elevator car, where, with cable elevators, a key component of the elevator safety mechanism is located. Dirt and debris gathers behind the doors, all hidden and out of sight and out of mind.

Records: The owner must maintain a full set of job-specific schematic drawings, technical information, specifications of the installation, instruction and maintenance manuals both from the original equipment manufacturer/installation company, including all information on door operators, and other manufactured components. However, if a service provider/contractor other than the OEM is contracted to maintain the system, the new service supplier/contractor will need this information to perform acceptable preventative maintenance, service the system, and perform any required troubleshooting. We strongly recommend that all machine room drawings be plastic laminated for durability and that copies kept off-site as backup if critical on-site operational drawings are lost. Owners must take responsibility for maintaining backup copies of system documentation, rather than relying on the service provider/contractor.

GENERAL MAINTENANCE:

- Top of Car:
 - o Area must be kept clear of debris, water and oil.
 - o Top of car should not be used as a storage area.
- Hoistways, Pits and Machine Rooms
 - o Areas must be kept clear of debris, water and oil.
 - o These spaces are not to be used as a storage space.
 - o Access to all these areas must be locked.
- Making Safety-Related Devices Inoperative
 - o No person shall at any time make inoperative or ineffective any device on which safety of users is dependent, including any electrical protective device, except where necessary during tests, inspections or maintenance.
 - o During these services the elevator may not be used by the public. When completed the elevator must be returned to normal operating condition based on applicable requirements.

- Car and Counterweight Safeties Mechanism

- o All moving parts and counterweight safeties mechanism should be kept clean, free of rust and dirt and lubricated at frequent intervals.
- o Should the unit be in an environment where conditions are exposed to water or corrosive vapors on a constant basis the unit parts or safeties mechanisms may corrode or rust at a higher rate.

- Lubrication

- o Lubrication must be maintained using lubricants of grade and the quantity required by the manufactures specifications.
- o When lubricating suspension wire ropes care should be taken to make sure loss of traction does not occur.
- o Governor wire ropes should never be lubricated unless noted in the manufactures manual.
- o Guide rails should only be lubricated on elevators equipped with guiding members requiring lubrication. Rail lubricants should comply with A17.1.2.17.16. Means should be provided at the base of the rails to collect excess lubricant.

- o Any dirt accumulation, excess oil or lint should be removed from the rails. If need be a nonflammable or high-flashpoint solvent can be used to clean them.
- o Unless the manufacturer recommends it rust-preventative paint, lubricants (graphite or oil) or similar coatings should not be applied.

HYDRAULIC MECHANIC ASSESSMENT:

Annual Assessments (Minimum of 1 visit annually)

- Check/tighten controller connections (8.6.1.6.3)
 - o Check power and field terminal condition
- Confirm sign and data plates (8.6.1.6.7)
 - o Missing or damaged plates to be repaired or replaced

Semi-Annual Assessments (Minimum of 2 visits annually)

- Clean Pit (8.6.4.7.1)
 - o Make sure pit is not being used as a storage area
 - o Wipe down pit equipment and sweep pit clean of any debris
 - o Remove any accumulated water/oil
- Check, lube, pit safety switches (8.6.1.6.2)
 - o Check all parts that require lubricants and lubricate accordingly.
 - o Check pit stop, bottom limit switches, etc.
- Clean car top (8.6.4.9)
 - o Make sure car top is not being used as a storage area

- o Wipe down equipment and remove any debris
- o Remove any accumulated water, oil, etc.
- Check, clean, lube all landing door hardware (8.6.1.6.2/8.6.4.13.1)
 - o Check hoistway door interlocks, mechanical locks, electric contacts, unlocking devices and escutcheons
 - o Check car door interlocks and electric contacts
 - o Re-opening Devices
 - o Vision panels and grills
 - o Hangers, tracks, door rollers, up-thrusts, and door safety retainers
 - o Astragals and resilient members, door space guards, and sight guards
 - o Sills and bottom guides, fastenings, conditions and engagement
 - o Clutches, engaging vanes, retiring cams, and engaging rollers
 - o Interconnecting means
 - o Door closer and restrictors
- Check, clean, lube car door and door operator hardware (8.6.1.6.2/8.6.4.13.1)
 - o Check hoistway door interlocks, mechanical locks, electric contacts, unlocking devices and escutcheons
 - o Check car door interlocks and electric contacts
 - o Re-opening Devices
 - o Vision panels and grills
 - o Hangers, tracks, door rollers, up-thrusts, and door safety retainers
 - o Astragals and resilient members, door space guards, and sight guards
 - o Sills and bottom guides, fastenings, conditions and engagement
 - o Clutches, engaging vanes, retiring cams, and engaging rollers
 - o Interconnecting means
 - o Door closer and restrictors
 - o Verify proper working condition
- Check, lube all hoistway safety/terminal switches (8.6.4.14)
- Clean Machine Room (8.6.4.8)
 - o Clean up any oil, water, dirt or garbage on the floor.
- Check emergency lighting/alarm bell (8.6.4.15)
 - o Verify working properly
- Ride unit/check ride quality (8.6.5.12/8.6.4.16)
 - o Stopping accuracy, leveling (anti-creep), should be appropriate for unit
 - o Free of noise and vibration
- Visually check cab interior/components/fixtures (8.6.4.15)
 - o Test emergency signaling devices
 - o Test proper working condition of lighting, communication and ventilation

- Visual check pit/pit equipment (8.6.5.11/8.6.5.5.1/8.6.5.5.2)
 - o Check for water
 - o If applicable check corrosion monitoring equipment and make sure it is working properly
 - o Check the buffers, traveling cables for wear / tear, lighting, sump, piston, jack, oil return, piping and rails.
- Visually check guide rails and brackets/lube as applicable (8.6.4.3)
 - o Check the wear and tear
- Visually check controller operation/components/motor starter(8.6.1.6.3)
 - o Check for schematic drawings of wiring.
 - o Ensure that wiring, contact insulators, relay blocks, and jumpers have not had provisional measures taken
 - o Test control battery and replace if necessary
 - o Check all components and motor starter
- Visually check overall machine room space/area (8.6.4.8/8.6.1.6.5)
 - o Ensure locking mechanism on access door
 - o Make sure area is not being used as a storage space.
 - o Proper fire extinguisher in room
 - o Room ventilation/temperature working properly
 - o Any corrections that need to be made must be reported to owner.
- Visually check oil level (.8.6.5.4/8.6.5.7/8.6.5.1.2)
 - o Record of oil usage must be kept in the machine room
 - o Adjust oil level as necessary
 - o Keep record of oil additions or losses
 - o Verify low oil indicator is functioning properly
 - o If pressure tanks used, check and maintain proper liquid level at about 2/3 full
- Visually check pump unit operation/component (.1.8.6.5.9/8.6.5.5.1/8.6.5.6)
 - o Confirm relief valve seal is intact
 - o Check motor, pump, piping, belts, drip pan, valve and muffler bladder.
 - o Check condition of any flexible hoses.

ROPED HYDRAULIC MECHANIC ASSESSMENT:

Annual Assessments (Minimum of 1 visit annually)

- Check/tighten controller connections (8.6.1.6.3)
 - o Check power and field terminal condition
- Confirm sign and data plates (8.6.1.6.7)
 - o Missing or damaged plates to be repaired or replaced
- Perform rope maintenance (8.6.4.1/8.6.4.2)
 - o Ropes should be lightly lubricated, verify proper traction
 - o Governor rope should be cleaned, not lubricated.
- Check governor (8.6.4.12)
 - o Examine seals, hand operate to ensure all parts are in working condition
 - o Clean governors, governor ropes and sheaves
- Check proper runby (8.6.5.10)
 - o Make sure runby clearance is in compliance
- Check and lube safety mechanism (8.6.4.5)
 - o Clean and lubricated safety mechanism
 - o Ensure the safety jaws and rail clearance is within compliance

Semi-Annual Assessments (Minimum of 2 visits annually)

- Clean Pit (8.6.4.7.1)
 - o Make sure pit is not being used as a storage area
 - o Wipe down pit equipment and sweep pit clean of any debris
 - o Remove any accumulated water/oil
- Check, lube, pit safety switches (8.6.1.6.2)
 - o Check all parts that require lubricants and lubricate accordingly.
 - o Check pit stop, bottom limit switches, etc.
- Clean car top (8.6.4.9)
 - o Make sure car top is not being used as a storage area
 - o Wipe down equipment and remove any debris
 - o Remove any accumulated water, oil, etc.
- Check, clean, lubricate all landing door hardware (8.6.1.6.2/8.6.4.13.1)
 - o Check hoistway door interlocks, mechanical locks, electric contacts, unlocking devices and escutcheons
 - o Check car door interlocks and electric contacts
 - o Re-opening Devices
 - o Vision panels and grills

- o Hangers, tracks, door rollers, up-thrusts, and door safety retainers
 - o Astragals and resilient members, door space guards, and sight guards
 - o Sills and bottom guides, fastenings, conditions and engagement
 - o Clutches, engaging vanes, retiring cams, and engaging rollers
 - o Interconnecting means
 - o Door closer and restrictors
- Check, clean, lube car door and door operator hardware (8.6.1.6.2/8.6.4.13.1)
 - o Check hoistway door interlocks, mechanical locks, electric contacts, unlocking devices and escutcheons
 - o Check car door interlocks and electric contacts
 - o Re-opening Devices
 - o Vision panels and grills
 - o Hangers, tracks, door rollers, up-thrusts, and door safety retainers
 - o Astragals and resilient members, door space guards, and sight guards
 - o Sills and bottom guides, fastenings, conditions and engagement
 - o Clutches, engaging vanes, retiring cams, and engaging rollers
 - o Interconnecting means
 - o Door closer and restrictors
 - o Verify proper working condition
- Check, lube all hoistway safety/terminal switches (8.6.4.14)
- Clean Machine Room (8.6.4.8)
 - o Clean up any oil, water, dirt or garbage on the floor.
- Check emergency lighting/alarm bell (8.6.4.15)
 - o Verify working properly
- Ride unit/check ride quality (8.6.5.12/8.6.4.16)
 - o Stopping accuracy, leveling (anti-creep), should be appropriate for unit
 - o Free of noise and vibration
- Visually check cab interior/components/fixtures (8.6.4.15)
 - o Test emergency signaling devices
 - o Test proper working condition of lighting, communication and ventilation
- Visual check pit/pit equipment (8.6.5.11/8.6.5.5.1/8.6.5.5.2)
 - o Check for water
 - o If applicable check corrosion monitoring equipment and make sure it is working properly
 - o Check the buffers, traveling cables for wear / tear, lighting, sump, piston, jack, oil return, piping and rails.
- Visually check guide rails and brackets/lube as applicable (8.6.4.3)
 - o Check the wear and tear
- Visually check controller operation/components/motor starter(8.6.1.6.3)

- o Check for schematic drawings of wiring.
 - o Ensure that wiring, contact insulators, relay blocks, and jumpers have not had provisional measures taken
 - o Test control battery and replace if necessary
 - o Check all components and motor starter
- Visually check overall machine room space/area (8.6.4.8/8.6.1.6.5)
 - o Ensure locking mechanism on access door
 - o Make sure area is not being used as a storage space.
 - o Proper fire extinguisher in room
 - o Room ventilation/temperature working properly
 - o Any corrections that need to be made must be reported to owner.
- Visually check oil level (.8.6.5.4/8.6.5.7/8.6.5.1.2)
 - o Record of oil usage must be kept in the machine room
 - o Adjust oil level as necessary
 - o Keep record of oil additions or losses
 - o Verify low oil indicator is functioning properly
 - o If pressure tanks used, check and maintain proper liquid level at about 2/3 full
- Visually check pump unit operation/component (.1.8.6.5.9/8.6.5.5.1/8.6.5.6)
 - o Confirm relief valve seal is intact
 - o Check motor, pump, piping, belts, drip pan, valve and muffler bladder.
 - o Check condition of any flexible hoses.

ELEVATOR EMERGENCY EVACUATION PROCEDURES:

In the event of an elevator entrapment please follow the following procedures:

Movement of the elevator car is not advised unless you are under the direct supervision of qualified elevator personnel, as their experience and expertise assure the resourcefulness necessary to cope with the various complex hazards that may arise.

- 1) Contact elevator or emergency services personnel and inform them of the entrapment situation providing building location, elevator location and a facility contact name and phone number
- 2) The responsible personnel in the building should immediately communicate with the occupants of the elevator car to inform them that:
 - a. The elevator company or emergency services trained in elevator evacuation procedures has been called and will be arriving shortly
 - b. Stay calm
 - c. They are safe
 - d. Steps are being taken to evacuate them from the elevator
 - e. Stand clear of the doors, as they may be opened
- 3) In communicating with the occupants of the elevator car, the following information should be obtained for guidance in making decisions on actions to be taken in the rescue operation:
 - a. The number of persons in the elevator car
 - b. Whether any of the occupants in the car are ill or injured*
 - c. Whether the lights are on in the elevator car
 - d. The location of the elevator car in the hoistway (if known)

*The severity of the illness/injury will be a determining factor on whether to contact an elevator service company or emergency services personnel.

The information gathered should then be relayed to elevator personnel or emergency services personnel trained in elevator evacuation procedures. The occupants of the elevator car should continually be kept informed and reassured of their safety and to stay calm.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2016

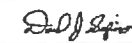
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-414-443-0000 Rays Companies of Wisconsin, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226 INSURED Minnesota Elevator, Inc. 19336 607th Avenue Mankato, MN 56001	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: PHOENIX INS CO</td> <td>25623</td> </tr> <tr> <td>INSURER B: CHARTER OAK FIRE INS CO</td> <td>25615</td> </tr> <tr> <td>INSURER C: LEXINGTON INS CO</td> <td>19437</td> </tr> <tr> <td>INSURER D: TRAVELERS IND CO</td> <td>25658</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: PHOENIX INS CO	25623	INSURER B: CHARTER OAK FIRE INS CO	25615	INSURER C: LEXINGTON INS CO	19437	INSURER D: TRAVELERS IND CO	25658	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: PHOENIX INS CO	25623														
INSURER B: CHARTER OAK FIRE INS CO	25615														
INSURER C: LEXINGTON INS CO	19437														
INSURER D: TRAVELERS IND CO	25658														
INSURER E:															
INSURER F:															

COVERAGES		CERTIFICATE NUMBER: 47252610	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOG OTHER:	630-867K9454-PHX-16	07/01/16	07/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	810-9B776356-COF-16	07/01/16	07/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000	015374861	07/01/16	07/01/17	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	YVYCK-UB-5E36206-3-16	07/01/16	07/01/17	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)
jeannefortino
47252610

The ACORD name and logo are registered marks of ACORD

		KS		INSURANCE IDENTIFICATION CARD	
		(STATE)			
COMPANY NUMBER	25615	COMPANY	Charter Oak Fire Ins Co	☒ COMMERCIAL	☐ PERSONAL
POLICY NUMBER	Y-810-9B776356-COF-16	EFFECTIVE DATE	7/1/2016	EXPIRATION DATE	7/1/2017
YEAR	ALL	MAKE/MODEL	OWNED AND	VEHICLE IDENTIFICATION NUMBER	LEASED VEHICLES
AGENCY/COMPANY ISSUING CARD					
Travelers c/o Hays Companies			For Claims: 800-238-6225		
1200 North Mayfair Road			Suite #100		
Milwaukee			WI 53226		
INSURED					
Minnesota Elevator, Inc.					
19336 607th Ave					
Mankato	MN	56001			

SEE IMPORTANT NOTICE ON REVERSE SIDE

Below is an example of Mechanic Union Certification.

**U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION**

Terri Hughes
1144 Booth Street
Kansas City, KS 66103

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MO007020020 - International Union of Elevator Constructors:**

International Union of Elevator Constructors
6320 Manchester Ave, Suite 44
Kansas City, MO 64133

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MO02N003715		FENSTERMAKER BRIAN	ELEVATOR CONSTRUCTOR (Alternate Title: Elevator Constructor Mechanic) (0173 V1) Time-Based	10/1/2002		8/4/2003



Certified by the U.S. Department of Labor

Date Issued: 10/5/2020

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Minnesota Elevator Inc

2 Business name/disregarded entity name, if different from above
MEI Total Elevator Solutions, Badger Elevator, Dynatron Elevator, Michigan Elevator, Eagle Elevator, B&D Elevator

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Specify no accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
19336 607th Ave

6 City, state, and ZIP code
Mankato MN 56096

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[] [] []	-	[] []	-	[] [] [] []
-------------	---	---------	---	-----------------

OR

Employer identification number

4	1	-	0	9	7	2	5	3	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

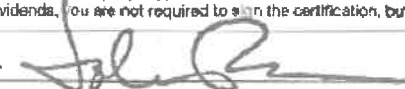
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

1-2-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



ADDENDUM NO. 1

PROJECT NAME AND NUMBER: Hall of Waters Elevator Modernization 25.045

DATE: 30 June 2025

A3G Architects
110 N Main Street
Liberty, MO 64068
816.581.6333

TO CONTRACT DOCUMENTS ENTITLED:

Hall of Water Elevator Modernization - Bid Packet FINAL - 3june25

The following documents for the above referenced project and the work covered thereby are herein modified.

GENERAL

PROJECT MANUAL

Section 001116 – INVITATION TO BID

Item 1.2: A	Bid Date: August 5, 2025 Bid Time: 2:00 p.m., local time. Location: Hall of Waters, Level 1, Back Conference Room, 201 E Broadway, Excelsior Springs, Missouri 64024
Item 1.2: C	Questions due July 18, 2025 at 5:00 p.m. Email batwell@a3garchitects.com

END OF ADDENDUM NO. 1

<https://a3garchitects.sharepoint.com/sites/A3GArchitects/Shared Documents/A3G Projects/Hall of Waters Elevator/Written/Addendum #1.docx>

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: 25.045 Hall of Water Elevator Modernization.
 - 1. Project Location: 201 E Broadway, Excelsior Springs, Missouri 64024.
- C. Owner: City of Excelsior Springs, 201 E Broadway, Excelsior Springs, Missouri 64024.
 - 1. Owner's Representative: Shannon Stroud, sstroud@excelsiorsprings.gov. 816-630-0761
- D. Architect: A3G Architects, Brandi Atwell – Project Manager, batwell@a3garchitects.com. 816-429-2123
- E. Project Description: The Project consists of replacing the elevator gear components and cab operation components. The cab body will be retained. In addition to the elevator components, work is required in the pit, hoistway, and machine room to bring the elevator up to current code.
- F. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: ~~July 1, 2025~~. **August 5, 2025**
 - 2. Bid Time: 2:00 p.m., local time.
 - 3. Location: Hall of Waters, Level 1, Back Conference Room, 201 E Broadway, Excelsior Springs, Missouri 64024.
- B. Bids will be opened thereafter in the presence of the bidders and read aloud.
- C. Questions due ~~June 20, 2025~~ **July 18, 2025** at 5:00 p.m. Email batwell@a3garchitects.com

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID CONFERENCE

- A. A mandatory prebid conference for all bidders will be held at Hall of Waters, Level 1, Back Conference Room on June 10, 2025 at 1:00 p.m., local time. Prospective bidders are required to attend.

1.5 DOCUMENTS

- A. Printed/Online Procurement and Contracting Documents: Obtain access after June 3, 2025 by contacting KC Blueprint and Plan Room, 29 W 14th Avenue, North Kansas City, Missouri 64116, 816.527.0900 -or- <http://planroom.kcblueprint.com>. Online access will be provided to all registered bidders and suppliers.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages of \$500/day.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder. (See sample contract included in this bid packet for more information).

END OF DOCUMENT 001116



ADDENDUM NO. 2

PROJECT NAME AND NUMBER: Hall of Waters Elevator Modernization 25.045

DATE: 14 July 2025

A3G Architects
110 N Main Street
Liberty, MO 64068
816.581.6333

TO CONTRACT DOCUMENTS ENTITLED:

Hall of Water Elevator Modernization - Bid Packet FINAL - 3june25

The following documents for the above referenced project and the work covered thereby are herein modified.

GENERAL

1. INSTALL 4 x 6 ft. single door equipment roof hatch above elevator equipment.
Provide all labor and materials to cut roof opening, reinforce per structural sheet S100 and provided calculations, repair and revise ballasted roofing, flash and install hatch per all manufacturer's written instructions. All flashing and roofing material to match existing.
Basis of Design: Babcock-Davis BRHPA48x72S1T-IRR, 4 ft. x 6 ft. Single-Door Equipment Access Roof Hatch, Aluminum Curb with Single Aluminum Door, Mill Finish, 2 inch Polyiso Insulation.
2. INSTALL a sump pump equipped with oil minder technology and associated electrical power supply in the elevator shaft. Provide all labor and materials for installation to meet the current code.

ATTACHMENTS

- Sheet S100 (2025.07.07_Hall of Waters - Elevator Replacement_Apex_Sealed)
- Calculations (2025.07.08_Hall of Waters_Structural Calculations_Sealed)
- Roof Hatch Installation (babcock-davis-roof-hatch-installation-operation-maintenance)
- Roof Hatch Details (BRHPA48X72S1T-IRR)

END OF ADDENDUM NO. 2

<https://a3garchitects.sharepoint.com/sites/A3GArchitects/Shared Documents/A3G Projects/Hall of Waters Elevator/Written/Addendum #2.docx>



Community Development Director
201 E Broadway
Excelsior Springs, MO 64024

Phone:(816) 630-0756
Fax: (816) 630-9572

August 27, 2025

To: Mayor and City Council

From: Mallory Brown, Community Development Director

Re: Payment Processing Agreement with CSG Forte Payments, Inc.

Attached for your consideration is a resolution approving and authorizing the execution of a Payment Processing Agreement with CSG Forte Payments, Inc. This agreement will enable the City of Excelsior Springs to accept electronic payments for permits and licenses through our CivicPlus permitting and licensing software.

Please let me know if you have any questions or would like further information on this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mallory Brown".

Mallory Brown
Community Development Director
City of Excelsior Springs

RESOLUTION NO. 1607

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
PAYMENT PROCESSING AGREEMENT WITH CSG FORTE PAYMENTS, INC.**

WHEREAS, the City of Excelsior Springs, Missouri desires to provide its residents, customers, and constituents with reliable, efficient, and secure options for payment processing, including Automated Clearing House, credit and debit card processing, account verification, and related services; and

WHEREAS, CSG Forte Payments, Inc. provides payment processing and related services to governmental entities and other agencies, and has presented a Payment Processing Agreement to the City setting forth the terms and conditions under which such services will be provided;

Now, therefore, be it Resolved by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City Council hereby approves the Payment Processing Agreement between the City of Excelsior Springs, Missouri, and CSG Forte Payments, Inc., a copy of which is attached in its substantial form, and the Mayor, City Manager, or Finance Director are hereby authorized to execute the same on behalf of the City of Excelsior Springs.

Section 2. The Mayor, City Manager, and other appropriate City officials are hereby authorized to take all actions necessary to implement and administer the terms and conditions of this Resolution.

Section 3. 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 2nd DAY OF September, 2025.

ATTEST:

Shannon Stroud, City Clerk

Mark D. Spohn, Mayor

REVIEWED BY:

Molly McGovern, City Manager

PAYMENT PROCESSING AGREEMENT

[Limited Acceptance]

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and **The City of Excelsior Springs**, with its primary business address at 201 E. Broadway, Excelsior Springs, MO 64024 (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for

developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security.

Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

Notwithstanding any provision of this Agreement to the contrary, the AGENCY shall comply with its obligations under the Missouri Sunshine Law, Chapter 610, RSMo. No provision of this Agreement shall be interpreted to prevent or prohibit the AGENCY from disclosing any record that is determined to be an open record under Missouri law, including any request under Chapter 610. The Parties acknowledge that designation of information as “Confidential” or “PII” shall not, by itself, be sufficient to exempt such information from disclosure under applicable law.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of three (3) years (the “Initial Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a “Renewal Term” and, together with the Initial Term, the “Term of the Agreement”) unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a

service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a

Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section,

FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit

AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix D.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that actual transaction activity during the Term varies by more than 30% from the historical or estimated volume used to establish pricing under the Service Fee Model, FORTE may propose an adjustment to the service fee based on such variance. Any fee adjustment shall require prior written notice of at least thirty (30) days to AGENCY and shall be subject to mutual written agreement before taking effect.

13.3 FORTE's pricing is subject to the underlying fees established by the Payment Networks and its

service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

16. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

17. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

18. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

19. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of Missouri without reference to choice of laws rules.

20. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

21. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

23. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

THE CITY OF EXCELSIOR SPRINGS

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a

Receiver's (defined below) account which has been withdrawn from AGENCY's Settlement Account (defined below).

Debit Entry. "Debit Entry" means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into AGENCY's Settlement Account (defined below).

Laws. "Laws" means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act ("BSA"), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control ("OFAC") and similar restrictions under US law, executive order, regulation or Rule (collectively, "Export Laws"), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. "Merchant" means AGENCY.

NACHA. "NACHA" or "National Automated Clearing House Association" is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. "ODFI" or "Originating Depository Financial Institution" means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. "Originator" means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. "Payment Network" means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as "Payment Association".

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. "PCI-DSS" or "Payment Card Industry Data Security Standard" means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. "PII" means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer's physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity

cards, residency permits, passport numbers, driver's license numbers and/or other government issued numbers. PII includes "Personal Data" as commonly defined by privacy laws.

RDFI. "RDFI" or "Receiving Depository Financial Institution" means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. "Receiver" means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. "Reserve" means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. "Rules" means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. "Settlement Account" means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. "Settlement Entry" means a Debit or Credit Entry to AGENCY's Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. "Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. "Users" mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY's systems, by using AGENCY's access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B

ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C

ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D

INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable,

cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix D.
 - a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1
PRICING FEE SCHEDULE
(City of Excelsior Springs, MO)

1. Service (Convenience) Fee Pricing Option:

a) **MasterCard, Visa, and Discover cards**

2.75% of the payment amount with a minimum fee of \$2.00 based upon volume.

b) **Electronic check – online WEB and IVR payments***

(Includes Forte Verification for known accounts)

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.25 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.25 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.25 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.25 w/Verification	Per Transaction

* ACH Transactions will commence and will be invoiced following AGENCY's notice (email is sufficient) to FORTE to initiate electronic check services.

2. Equipment Pricing:

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		\$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo		\$179.00 per device plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		\$219.00 per device with docking station plus shipping



Director of Public Works
201 E Broadway
Excelsior Springs, MO 64024

Phone: (816) 630-0755
Fax: (816) 630-9528

September 2, 2025

To: Mayor and City Council
From: Chad Birdsong, Public Works Director
Re: Contract Rate Amendment for Solid Waste Collection and Disposal Services with Red Gate Disposal (Resolution) and Establishing Rate Charged to Citizens (Ordinance)- Effective October 1st, 2025

Red Gate Disposal bid rate was \$20.90 per month for the base trash and recycle cost. They did include an annual bulky item clean up event which was included in this price. Since we are still operating our bulky item drop off site, we negotiated with Red Gate, a rate reduction for the elimination of this specific item. With this event removed, the monthly rate would be reduced to \$20.80 per month for the base trash and recycle service.

With the administrative charge applied, the rate charged to citizens would be reduce from the current \$25.00 per month to \$23.50 per month for the base service of trash and recycle, one can each. Extra carts would be increased from \$3.00 to \$7.00 for each additional trash or recycle cart a citizen may request based on the need of extra capacities.

A resolution is attached for your consideration and approval of this rate amendment regarding the Contract Services Agreement for Solid Waste Collection and Disposal Services with Red Gate Disposal and an ordinance is also included to establish the new rates charged to the citizens for their monthly refuse service. The new rates will go into effect on October 1st, 2025

Please feel free to call me if you have any questions regarding this item.

Chad Birdsong,
Public Works Department

RESOLUTION NO. 1608

A RESOLUTION APPROVING AN ADDENDUM TO THE CONTRACT SERVICES
AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITH
REDGATE DISPOSAL, LLC

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

Section 1. The City Council hereby approves the Addendum to the Contract Services Agreement for Solid Waste Collection and Disposal Services with Redgate Disposal, LLC, in substantially the form attached hereto and incorporated herein by reference, and the Mayor is further authorized to sign the same on behalf of the City.

Section 2. The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF September, 2025.

ATTEST:

Mark D. Spohn, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

**ADDENDUM TO CONTRACT SERVICES AGREEMENT FOR SOLID WASTE
COLLECTION AND DISPOSAL SERVICES**

The original bid documents and Contract Services Agreement shall remain in effect except as revised by the following change, which shall take precedence over anything to the contrary in the specifications.

Redgate Disposal, LLC's original bid included a base monthly residential rate of \$20.90 per dwelling unit, which included both standard trash and recycle collection and an annual bulky item cleanup event. Since the City continues to operate its own bulky item drop-off site, the City and Redgate Disposal have agreed to eliminate the annual bulky item cleanup event from the Contractor's scope of services. With the removal of the annual bulky item cleanup event, the base monthly service rate shall be reduced to \$20.80 per dwelling unit for standard trash and recycle collection.

All other terms and conditions of the Contract Services Agreement remain unchanged. This Addendum is effective upon the date last signed by the parties.

Redgate Disposal, LLC

City of Excelsior Springs, Missouri

Name: _____
Title: _____
Dated: _____

Mark D. Spohn
Mayor
Dated: _____

**ADDENDUM TO CONTRACT SERVICES AGREEMENT FOR SOLID WASTE
COLLECTION AND DISPOSAL SERVICES**

The original bid documents and Contract Services Agreement shall remain in effect except as revised by the following change, which shall take precedence over anything to the contrary in the specifications.

Redgate Disposal, LLC's original bid included a base monthly residential rate of \$20.90 per dwelling unit, which included both standard trash and recycle collection and an annual bulky item cleanup event. Since the City continues to operate its own bulky item drop-off site, the City and Redgate Disposal have agreed to eliminate the annual bulky item cleanup event from the Contractor's scope of services. With the removal of the annual bulky item cleanup event, the base monthly service rate shall be reduced to \$20.80 per dwelling unit for standard trash and recycle collection.

All other terms and conditions of the Contract Services Agreement remain unchanged. This Addendum is effective upon the date last signed by the parties.

Redgate Disposal, LLC



Name: Jacob Peteresen

Title: General Manager

Dated: 8/27/25

City of Excelsior Springs, Missouri

Mark Spohn

Mayor

Dated: _____

ORDINANCE NO. 25-09-01

AN ORDINANCE AMENDING THE SCHEDULE OF FEES, TITLE 1, APPENDIX A,
TABLE A-8 OF THE MUNICIPAL CODE RELATED TO TRASH RATES

BE IT ORDAINED by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Portions of the Excelsior Springs Municipal Code Schedule of Fees, Title 1, Appendix A, Sewer Utility Rates, Table A-10, is hereby amended to read as follows:

Table A-8 Public Works			
		Fee	Code Reference
Trash service – one 65-gallon trash and one recycle		\$25.00 <u>\$23.50</u>	245.090
	Each additional cart	\$3.00 <u>\$7.00</u>	
	Extra recycle cart	\$3.00 <u>\$7.00</u>	

Section 2. This Ordinance shall be in effect on October 1, 2025.

INTRODUCED IN WRITING, read by title two times, passed and approved this 2nd day of September, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

City Council Cover Letter

Planning and Zoning Case: ZTA-25-003



TO: City Council
FROM: Joshua Garrett, MPA, City Planner
DATE: August 26, 2025
RE: Planning and Zoning Case ZTA-25-003

The Planning and Zoning Commission held its regularly scheduled meeting on August 25, 2025. At this meeting the Commission held a public hearing and considered Case Number ZTA-25-003, an amendment to the Zoning Ordinance regarding home-based businesses and farm stands as accessory uses.

As required by code the public hearing for this case published in the Excelsior Springs Standard on August 8, 2025 in addition to being posted on the doors of the Hall of Waters.

Planning and Zoning Meeting – Item Summary

Staff Presentation

City Planner Joshua Garrett presented the case to the Commission. Mr. Garrett discussed the updates to the Missouri State Statutes that instigated the update to the zoning text concerning home-based business. Additionally, Mr. Garrett discussed farm stands and the reasoning behind regulating them separately.

Commission Comments

The commission had several clarifying questions for staff concerning enforcement and how city staff will be implementing the regulations in the amendment.

Public Comments

Jae Juarez, who operates an existing farm stand, spoke generally in favor of the proposed amendments, however would like to see the section regarding running electrical cables and extension cords to be removed or revisited.

Recommendation

Commissioner Bissell made a motion to pass the resolution to recommend approval of case ZTA-25-003, a text amendment to the Zoning Code concerning home-based businesses and farm stands as accessory uses.

A second to the motion was made by Commissioner Vincent. The Planning and Zoning Commission voted as follows:

Bissell	Yes	Marker	Yes
Borchert	Absent	Sparks	Yes
Gehrt	Yes	Vincent	Yes
Kelley	Yes		

The motion was passed and the resolution recommending approval was adopted. The application is now being forwarded to the City Council for its consideration.

Staff recommends approval of this amendment to the Zoning Code.

Respectfully,



Joshua Garrett, MPA

City Planner, Community Development

Attachments

1. Draft Ordinance
2. Staff Report
3. Resolution PZC-25-001

ORDINANCE NO. 25-09-02

**AN ORDINANCE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AMENDING TITLE IV,
CHAPTER 400 OF THE CODE OF ORDINANCES REGARDING HOME-BASED BUSINESSES AND
OTHER ACCESSORY USES OF RESIDENTIAL PROPERTY**

WHEREAS, the City of Excelsior Springs, Missouri, periodically reviews and updates its Code of Ordinances to ensure consistency and compliance with the Revised Statutes of Missouri and other applicable state law; and

WHEREAS, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on August 25, to consider proposed amendments to Chapter 400, specifically concerning Home-based businesses and other accessory uses; and

WHEREAS, the Planning and Zoning Commission, following said public hearing, recommended approval of the proposed amendments to the City Council by a vote of 6-0; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on September 2, 2025 to consider the proposed amendments and the recommendation of the Planning and Zoning Commission; and

WHEREAS, the City Council finds the proposed amendments necessary to ensure the City's Code of Ordinances is consistent with the Revised Statutes of Missouri concerning home-based businesses, thereby facilitating the ability of residents to operate compliant businesses from their homes while preserving the residential nature of their neighborhoods.

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

Section 1. Home-based Businesses. Subsection (B) of Section 400.240 of Chapter 400 of Title IV of the Code of Ordinances is hereby repealed in its entirety and replaced with the text as written in Exhibit A, which is attached and incorporated into the Ordinance.

Section 2. Farm Stands. Section 400.240 of Chapter 400 of Title IV of the Code of Ordinances is hereby amended by adding a new Subsection (O) to read as written in Exhibit B, which is attached and incorporated into the Ordinance.

Section 3. Repeal and Reservation of Section 400.240, Subsection (K). Subsection (K) of Section 400.240 of Chapter 400 of Title IV of the Code of Ordinances, currently entitled "Limitations on Accessory Use," is hereby repealed in its entirety, and the subsection (K) shall hereafter be designated as "Reserved."

Section 4. Accessory Uses Associated with Special Use Permits. Subsection (A) of Section 400.240 of Chapter 400 of Title IV of the Code of Ordinances is hereby amended by adding a new Subsection (3) to read as follows:

3. Regulation of Accessory Uses Associated with Special Use Permits. If a principal use on a property requires a Special Use Permit under the provisions of the Zoning Ordinance, any accessory use located on the same property shall be subject to specific conditions and restrictions imposed within that principal use's Special Use Permit approval, with the exception of the following accessory uses:
 - a. No-impact home-based businesses.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Errors. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

Section 8. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Excelsior Springs, Missouri, this 2nd day of September, 2025.

Mark D. Spohn, Mayor

ATTEST:

REVIEWED BY:

Shannon Stroud, City Clerk

Molly McGovern, City Manager

EXHIBIT A

B. **Home-based businesses.** Home-based businesses shall be permitted as an accessory use in residential dwellings in all districts subject to the following provisions:

1. **Purpose and intent.** It is the purpose and intent of these requirements to:
 - a. Maintain neighborhood integrity and preserve the residential character of neighborhoods by encouraging compatible land uses;
 - b. Provide residents of the City with an option to utilize their residences as places to enhance or fulfill personal economic goals as long as the choice of home-based business does not infringe on the residential rights of neighbors;
 - c. Establish criteria for operating home-based businesses in dwelling units; and
 - d. Ensure that public and private services such as streets, sewers, water, or utility systems are not burdened by home occupations to the extent that usage significantly exceeds that which is normally associated with a residence.
2. **Definitions.** The following definitions shall apply throughout this section:

GOODS. Any merchandise, equipment, products, supplies or materials.

HOME-BASED BUSINESS. A business operating in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.

NO-IMPACT, HOME-BASED BUSINESS. A home-based business that meets all of the following conditions:

- (1) **Occupancy Limit.** The total number of individuals on-site at any given time, including all employees, clients, customers, and other visitors related to the business, shall not exceed the maximum occupancy limit for the residential dwelling as established by applicable fire and building codes.
- (2) **Business Activities:** The business activities:
 - (a) Are limited to the sale of lawful goods and services.
 - (b) Do not cause a significant increase in traffic through the residential area.
 - (c) Do not violate any parking regulations established by the City's Code of Ordinances.
 - (d) Occur entirely inside the residential dwelling or within the property's yard.

- (e) Are not visible from any public street.
- (f) Do not use any equipment that produces noise, light, odor, smoke, gas, or vibrations that can be seen, felt, heard, or smelled by a person of ordinary senses outside of the property where the business is located.
- (g) Do not sell any goods or services for which a health inspection would be required if the business were not located in a residence unless the owner or tenant provides written consent for the County Department of Health to inspect the business during normal business hours or at any other time the business is operating.

3. **No-Impact Home-Based Businesses.** No-impact home-based businesses shall be permitted in all residential districts, and on properties where the primary use of the property is residential, subject to the restrictions and limitations of the Zoning Ordinance. No other business may be operated in a residence at any time.

a. **Restrictions and Limitations.**

- (1) **Incidental Use.** A no-impact home-based business must be incidental and subordinate to the principal residential use of the premises and shall not change the residential character of the surrounding neighborhood.
- (2) **Residency Requirement.** The owner or operator of the no-impact home-based business must be an owner or tenant of the residence and must reside at the residence.
- (3) **Use of Accessory Buildings.** The no-impact home-based business may be conducted in an existing detached accessory building. The construction of new accessory buildings or structures for the purpose of a no-impact home-based business is permitted, provided the construction complies with all requirements outlined in Section 400.240(B)(3).
- (4) **Exterior Impact and Visibility.** Outdoor storage of materials or equipment used in the no-impact home-based business shall not be permitted if such storage is visible from the street. No alterations shall be made to the exterior of the principal residential building that would change its residential character.
- (5) **Parking.** The owner or operator must provide adequate parking for the no-impact home-based business.

- (a) Parking for the no-impact home-based business may include the driveway or garage of the residence, or a paved parking area located behind the front building line of the residence.
 - (b) No-impact home-based businesses may utilize public on-street parking in a manner consistent with all City parking regulations.
 - (i) The business shall not cause a significant increase in on-street parking demand beyond what is typical for residential neighborhoods.
 - (ii) The business shall not impede the reasonable access or use of public on-street parking by neighboring residents.
 - (c) If any parking regulations established by the City Code are routinely violated, the business shall not be considered a no-impact home-based business. For the purposes of this section, "routinely" shall be defined as a consistent pattern of violations occurring over a period of time, as determined by the Community Development Director.
- (6) **General Regulatory Compliance.** All no-impact home-based businesses shall follow all lawfully applicable regulations and requirements enacted in the City Code and required by state and federal laws and regulations.

4. **Other Home-Based Businesses.**

- a. **Applicability.** This section applies only to home-based businesses that do *not* meet the definition of a "No-Impact, Home-Based Business" as defined in this Section 400.240(B)(2).
- b. **Special Use Permit Required.** Any home-based business that does not qualify as a "No-Impact, Home-Based Business" must obtain a Special Use Permit before operating. The process for obtaining this permit is outlined in Section 400.230.
- c. **Nuisance Prevention.** All home-based businesses, regardless of type, must be operated in a way that does not create a public nuisance as defined by this Code.
- d. **Building Modifications and Accessory Structures.**
 - (1) No new exterior additions to the main residential building are permitted solely for a home-based business, unless permitted as a condition of a Special Use Permit
 - (2) An existing accessory building may be used for a home-based business as long as it complies with all other regulations in this section.

- (3) A new accessory building may not be constructed for a home-based business, unless permitted as a condition of a Special Use Permit
- e. **Deliveries.** Vehicles used to deliver goods to a home-based business are limited to passenger vehicles, mail carriers, and express carriers, such as the United Parcel Service, and FedEx.
- f. **Parking.** The owner or operator must provide adequate parking for the home-based business.
 - (a) Parking for the home-based business may include the driveway or garage of the residence, or a paved parking area located behind the front building line of the residence.
 - (b) Home-based businesses may utilize public on-street parking in a manner consistent with all City parking regulations.
 - (i) The business shall not cause a significant increase in on-street parking demand beyond what is typical for residential neighborhoods.
 - (ii) The business shall not impede the reasonable access or use of public on-street parking by neighboring residents.
 - (c) If any parking regulations established by the City Code are routinely violated, the home-based business may have its Special Use Permit may be revoked, as outlined in Section 400.230(H). For the purposes of this section, "routinely" shall be defined as a consistent pattern of violations occurring over a period of time, as determined by the Community Development Director.
 - (d) As part of the Special Use Permit approval, the City Council may impose additional conditions or restrictions regarding parking, as outlined in Section 400.230(E), to ensure the business does not negatively impact neighborhood safety or access.
- g. **Area Limits.** A home-based business may use either:
 - (1) Up to 25% of the total floor area of the dwelling unit; or
 - (2) One existing accessory structure, such as a freestanding garage.
- h. **Compliance with Laws.** All home-based businesses shall comply with all applicable regulations and requirements in the City's Code of Ordinances, as well as all state and federal laws and regulations

5. **Violations and Penalties.**

- a. **Unlawful Acts.** It shall be unlawful for any person to operate a home-based business in violation of any provision of this section including, but not limited to, operating a business that requires a Special Use Permit without first obtaining such a permit, or failing to comply with any condition of a Special Use Permit.
- b. **Penalty.** Any person found in violation of any provision of this section shall be subject to penalties as outlined in Section 404.100 of the City's Code of Ordinances.

EXHIBIT B

O. Farm Stands.

1. **Purpose and intent.** The purpose of these regulations is to:
 - a. Establish clear guidelines that recognize the right of property owners to engage in the retail sale of agricultural products and home-baked goods directly from their premises;
 - b. Support local economic opportunities for farmers and residents;
 - c. Ensure that farm stand operations are compatible with surrounding land uses by protecting public safety, maintaining adequate accessibility, and preventing undue burdens on public and private services; and
 - d. Maintain the residential rights of neighbors and minimize adverse impacts on surrounding properties.

2. **Definitions.** The following definitions shall apply throughout this section:

FARM STAND. A temporary or permanent structure, or designated area, used for the accessory retail sale of agricultural products and baked goods. This may include, but is not limited to, produce stands, roadside stands, or seasonal stands.

TEMPORARY FARM STAND. A structure or display area that is lightweight, not permanently affixed to the ground, and designed to be easily assembled, disassembled, moved, or stored. This includes stands on wheels, folding tables, or other similar non-permanent displays that are intended to be removed or stored daily when not in use.

PERMANENT FARM STAND. A structure that is affixed to the ground or built with durable materials not intended for daily relocation. This type of farm stand is intended to remain in place on the property.

AGRICULTURAL PRODUCT. Fresh fruits, vegetables, herbs, flowers, plants, honey, eggs, and other unprocessed or minimally processed food items. This definition excludes the sale of live animals and non-food items.

BAKED GOOD. Foods that are prepared in a kitchen by baking in an oven and are ready for consumption. This may include but is not limited to cookies, cakes, breads, danishes, donuts, pastries, pies, and other similar items.

FRUIT SPREAD. Food products primarily made from fruits or fruit juice that have been cooked and thickened into a consistency suitable for spreading. This may include, but is not limited to, items such as jams, jellies, preserves, and fruit butters.

3. **Applicability.** A farm stand may be permitted as an accessory use only under the following conditions:
 - a. **Zoning districts.** The farm stand is located within one of the following zoning districts:
 - (1) “A” – Agriculture District.
 - (2) “R-1A” – Single-Family Residential Traditional District.
 - (3) “R-1” – Single-Family Residential District.
 - (4) “R-2” – Two-Family Residential District, provided the principal use of the subject property is a single-family dwelling.
 - (5) “R-CH” – Cottage Housing Residential District.
 - b. **Principle use.** The farm stand shall be clearly incidental and subordinate to a principal permitted use on the same lot, such as a single-family dwelling or an active agricultural operation.
 - c. **Product origin and compliance.**
 - (1) Agricultural Products offered for sale must be primarily grown, raised, or produced on the premises where the farm stand is located, or sourced from local farms within 20 miles of the city limits of the City of Excelsior Springs. The origin of sourced products shall be clearly disclosed to consumers.
 - (2) Baked goods, fruit spreads, or similar products must be produced on-site, within the principal residential dwelling where the farm stand is located.
 - (3) All products for sale at a farm stand must be labeled. The label shall include:
 - (a) The name of the farm stand business, or the name of the owner or operator of the farm stand.
 - (b) The address of the of the property on which a farm stand is located.
 - (c) A statement that the products for sale are not inspected by the Missouri Department of Health and Senior Services or any local health department.

- (4) All products for sale at a farm stand must comply with all applicable local and state regulations, including, those outlined in RSMo 196.298.1 regarding cottage food production.

4. **General standards.** All farm stands shall comply with the following standards:

- a. **General condition.** The farm stand and its associated display areas shall be maintained in good repair and a safe condition
- b. **Size.** The total footprint of the farm stand, including all structures and display areas, shall not exceed one hundred and twenty (120) square feet.
- c. **Location.** No portion of the Farm Stand, including any display, parking, or signage, shall be located within a public right-of-way or obstruct pedestrian or vehicular traffic.
- d. **Setbacks.**
 - (1) **Front yard setback.**
 - (a) Temporary farm stands may locate in the front yard, in front of the building line of the principal structure.
 - (b) Permanent farm stand structures shall be located behind the front yard building line of the principal structure.
 - (2) **Side and rear yard setback.** The farm stand shall be set back a minimum of seven (7) feet from any side or rear property line.
- e. **Access.** The farm stand shall maintain safe and clear access for customers and emergency services. This includes:
 - (1) Clear and stable pathways for pedestrian access to and from the farm stand.
 - (2) Maintaining clear access for emergency vehicles to the property at all times.
- f. **Parking.** The owner or operator shall provide adequate parking for the home-based business.
 - (a) Parking for the farm stand may include the driveway or garage of the residence, or a paved parking area located behind the front building line of the residence.
 - (b) Farm stands may utilize public on-street parking in a manner consistent with all City parking regulations.

- (i) The farm stand shall not cause a significant increase in on-street parking demand beyond what is typical for residential neighborhoods.
 - (ii) The farm stand shall not impede the reasonable access or use of public on-street parking by neighboring residents.
 - g. **Signage.** In addition to signage permitted by Chapter 403 of the Zoning Ordinance, farm stands may be permitted one (1) temporary or permanent sign that shall not exceed six (6) square feet in area.
 - (1) **Permanent Signs.** Permanent signs must obtain a sign permit before installation and are subject to the regulations outlined in Chapter 403.
 - (2) **Temporary signs.** Temporary signs do not require a sign permit and are exempt from the regulations outlined in section 403.120(D).
 - (a) Temporary signs must be located on the same property as the farm stand and are prohibited in the public right-of-way.
 - (3) **Prohibited Signs.** The following sign types are prohibited in relation to farm stands:
 - (a) Illuminated signs.
 - (b) Inflatable devices.
 - (c) Feather signs.
 - h. **Waste.** The operator shall be responsible for the proper disposal of all waste generated by the farm stand and shall maintain the premises in a clean and sanitary condition.
 - i. **Utilities.**
 - (1) No permanent electrical, plumbing, or other utility connections shall be extended to the farm stand unless it is a permanent structure that has obtained all necessary building permits and inspections for such connections.
 - (2) The use of extension cords or other temporary wiring run from a principal building to the farm stand is prohibited.
5. **Other applicable regulations.**
- a. **Budling codes.** Any permanent structures shall comply with the City's adopted building codes.

- b. **Nuisance.** The operation of a farm stand shall not create a nuisance for adjacent properties due to noise, odors, lighting, traffic, or waste.
- c. **Storage of temporary farm stands.** Temporary farm stands must be stored in one of the following manners:
 - (1) Within a fully enclosed private garage.
 - (2) On a paved driveway of a single-family residence, behind the building line of the home.
 - (3) On a paved surface located within the side or rear yard of a single-family residence, behind the building line and no closer than seven (7) feet to the adjoining lot line.

RESOLUTION NO. PZC-25-001

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED AMENDMENTS TO TITLE IV, CHAPTER 400 OF THE CODE OF ORDINANCES REGARDING HOME-BASED BUSINESSES AND OTHER ACCESSORY USES OF RESIDENTIAL PROPERTY

WHEREAS, the City of Excelsior Springs, Missouri, periodically reviews and updates its Code of Ordinances to ensure consistency and compliance with the Revised Statutes of Missouri and other applicable state law; and

WHEREAS, in accordance with Section 404.090(A) of the City's Code of Ordinances, City staff have prepared an application to amend to Chapter 400, specifically concerning home-based businesses and other accessory uses; and

WHEREAS, City staff have reviewed and processes the application, assigning it case number ZTA-25-003, and prepared a staff report to the Planning and Zoning Commission's consideration.

WHEREAS, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on August 25, 2025 to consider proposed amendments; and

WHEREAS, the Planning and Zoning Commission finds the proposed amendments necessary to ensure the City's Code of Ordinances is consistent with the Revised Statutes of Missouri concerning home-based businesses, thereby facilitating the ability of residents to operate compliant businesses from their homes while preserving the residential nature of their neighborhoods.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

Recommendation. The Planning and Zoning Commission recommends that the City Council approve the application assigned case number ZTA-25-003 to amend Title IV, Chapter 400 of the Code of Ordinances

PASSED AND APPROVED by the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, this 25 day of August, 2025.



Laurie Gehrt,
Planning and Zoning Commission Chairman



Mallory Brown,
Community Development Director

Planning and Zoning Commission

Staff Report



Meeting Date: August 25, 2025

Staff: Joshua Garrett, City Planner

Case Number: ZTA-25-003

Application Type: Zoning Text Amendment

Applicant: City of Excelsior Springs, Community Development Department

Proposal Summary: City staff proposes an amendment to Chapter 400 of the Code of Ordinances concerning home-based businesses and farm stands.

AMENDMENT DESCRIPTION

Staff is proposing a complete replacement of Section 400.240(B) of the Zoning Code that brings our regulations for home-based businesses in compliance with state statutes. The proposed amendment makes a distinction between “no-impact” and other home-based businesses and defines how the City may regulate each of these. If the amendment is approved, no-impact home-based businesses will be permitted by right, while other types of home-based businesses will be required to obtain a Special Use Permit to operate a business at their home. The proposed amendment includes standards that ensure that neighbors’ rights are respected and the residential character of a neighborhood is preserved.

Further, the proposed amendment adds a new subsection to section 400.240 of the Zoning Code concerning farm stands. The amendment would permit farm stands by right as an accessory use in appropriate zoning districts. Further, it establishes standards to which all farm stands must adhere, in order to preserve the residential character of neighborhoods.

BACKGROUND INFORMATION

In 2022, the Missouri state legislature approved an amendment to Chapter 71 of the Revised State Statutes that limits cities’ ability to regulate home-based businesses. The new statute defines “no-impact” home-base businesses, which are businesses that do meet a specific set of criteria and do not impact the property rights of neighbors or alter the residential character of a neighborhood. For home-based businesses that meet all the criteria outlined in the statute, a city’s ability to regulate is restricted.

City staff reviewed the existing home occupation codes and found them to be out of compliance and largely unenforceable under the new state statute. This realization prompted the current proposed amendment. As part of this comprehensive review, staff also identified a need to create a clear regulatory framework for home-based businesses that may not qualify as "no-impact" under the state's definition. The proposed changes aim to permit these businesses

while also providing the city with the necessary regulatory authority to ensure they operate in a manner that is compatible with surrounding residential uses.

The need for a specific regulatory framework for farm stands has become evident due to a number of land use challenges that have emerged within the community. The City has observed instances of operations that have included unpermitted structures, the use of the public right-of-way, and other issues that are inconsistent with residential zoning. By establishing specific standards for farm stands, the proposed amendment provides the necessary regulatory tools to proactively address these concerns.

STAFF RECOMMENDATION

Staff recommends approval of the proposed Zoning Text Amendment.

EXHIBITS

A. Draft Ordinance

City Council Cover Letter

Planning and Zoning Case: ZTA-25-004



TO: City Council
FROM: Joshua Garrett, MPA, City Planner
DATE: August 26, 2025
RE: Planning and Zoning Case ZTA-25-004

The Planning and Zoning Commission held its regularly scheduled meeting on August 25, 2025. At this meeting the Commission held a public hearing and considered Case Number ZTA-25-004, an amendment to the Zoning Ordinance regarding reapplication process following the denial of a zoning or land-use application.

As required by code the public hearing for this case published in the Excelsior Springs Standard on August 8, 2025 in addition to being posted on the doors of the Hall of Waters.

Planning and Zoning Meeting – Item Summary

Staff Presentation

City Planner Joshua Garrett presented the case to the Commission. Mr. Garrett that a provision limiting the resubmission of applications is common among municipal zoning ordinances. He further explained, that while excessive applications have not been an issue yet, the proposed amendment seeks to avoid such a problem in the future.

Commission Comments

The commission had few comments or questions regarding the proposed amendment. Commissioner Vincent asked why the limit for legislative approvals was set at 6 months.

Public Comments

There were no public comments.

Recommendation

Commissioner Sparks made a motion to pass the resolution to recommend approval of case ZTA-25-004, a text amendment to the Zoning Code concerning the reapplication process following denial of a zoning or land-use application.

A second to the motion was made by Commissioner Kelley. The Planning and Zoning Commission voted as follows:

Bissell	Yes	Marker	Yes
Borchert	Absent	Sparks	Yes
Gehrt	Yes	Vincent	Yes
Kelley	Yes		

The motion was passed and the resolution recommending approval was adopted. The application is now being forwarded to the City Council for its consideration.

Staff recommends approval of this amendment to the Zoning Code.

Respectfully,

A handwritten signature in black ink, appearing to read 'Joshua Garrett', with a stylized flourish at the end.

Joshua Garrett, MPA

City Planner, Community Development

Attachments

1. Draft Ordinance
2. Staff Report
3. Resolution PZC-25-002

ORDINANCE NO. 25-09-03

**AN ORDINANCE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AMENDING TITLE IV,
CHAPTER 404 OF THE CODE OF ORDINANCES REGARDING THE APPLICATION RESUBMITTAL
PROCESS FOLLOWING THE DENIAL OF A ZONING OR LAND-USE APPROVAL**

WHEREAS, the City of Excelsior Springs, Missouri, periodically reviews and updates its Code of Ordinances to ensure the fair and efficient administration of its zoning and land-use regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on August 25, 2025, to consider proposed amendments to Chapter 404, specifically concerning the application resubmittal process following the denial of a zoning or land-use approval; and

WHEREAS, the Planning and Zoning Commission, following said public hearing, recommended approval of the proposed amendments to the City Council by a vote of 6-0; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on September 2, 2025 to consider the proposed amendments and the recommendation of the Planning and Zoning Commission; and

WHEREAS, the City Council finds it prudent to adopt the proposed amendment to establish an orderly, efficient, and fair process that serves the public interest and ensures the integrity of the City's land use decisions.

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

Section 1. Reapplication After Denial of Zoning or Land-Use Approvals. Chapter 404 of Title IV of the Code of Ordinances is hereby amended by adding a new Section 404.095 to read as written in Exhibit A, which is attached and incorporated into the Ordinance.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Errors. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Excelsior Springs, Missouri, this 2nd day of September, 2025.

Mark D. Spohn, Mayor

ATTEST:

REVIEWED BY:

Shannon Stroud, City Clerk

Molly McGovern, City Manager

EXHIBIT A

Section 404.015 **Reapplication After Denial of Zoning or Land-Use Approvals.**

- A. **Applicability.** This Section shall apply to all legislative and quasi-judicial land use approvals authorized by Title IV and shall prevail over any conflicting provisions elsewhere in the Code.
- B. **Definitions.** For purposes of this Section, the following terms shall be defined:
1. “Legislative Approval” means any zoning or land-use decision that requires legislative action by the City Council. This includes, but is not limited to, amendments to the text of the zoning code and changes to the official zoning map (rezonings).
 2. “Quasi-Judicial Approval” means any zoning or land-use decision on a specific application or property that is decided by applying established standards to facts, typically involving a hearing and determination of the applicant’s particular rights. This includes, but is not limited to, variances, special use permits, reasonable accommodation requests for persons with disabilities, and similar site-specific permits or appeals.
- C. **Waiting Period for Denied Legislative Approvals.** If an application for a Legislative Approval is denied by the City Council, the same or substantially similar application shall not be accepted for filing for a period of six (6) months from the date of denial. This six-month waiting period applies to rezoning requests for the same property or any request that is not materially different from what was previously denied. Its purpose is to respect the finality of the Council’s legislative decision and to prevent repetitive or harassing applications.
- D. **Material Change Exception – Legislative Approvals.** Notwithstanding the above waiting period, an applicant may be permitted to file a new application within the six-month period if the applicant demonstrates a material change in facts or circumstances since the prior denial. The burden is on the applicant to show that conditions have substantially changed in a manner that could affect the outcome. Examples of a material change include, but are not limited to:
1. A significant revision to the proposal (e.g. a different zoning district sought or a modified development plan).
 2. Changes in the surrounding land uses or neighborhood character.
 3. The adoption of pertinent amendments to the City’s comprehensive plan or ordinances.

The Community Development Director shall review any request to reapply early and the supporting evidence of changed circumstances.

- E. **Determination of Material Change.** If the Community Development Director determines that the applicant has demonstrated a genuine material change in facts or circumstances, the new application may be accepted and processed notwithstanding the six-month rule. If the Community Development Director finds that no material change has been shown, the application shall be rejected as premature. The Community Development Director's determination shall be provided in writing. An aggrieved applicant may appeal a negative determination to the City Council, by written notice filed with the Community Development Director within ten (10) days of the determination. Upon review, the City Council may either:
1. Authorize the early reapplication by finding that a material change exists, in which case the application will be accepted for filing; or
 2. Uphold the Community Development Director's decision, in which case the six-month ban remains in effect.
- F. **Quasi-Judicial Approvals – Finality of Decisions (No Automatic Waiting Period).** Decisions on Quasi-Judicial Approvals (such as variance requests, special use permits, reasonable accommodation requests, and appeals of administrative decisions) are subject to the doctrine of finality under Missouri law. No fixed waiting period is imposed for reapplying after a denial of a quasi-judicial request. A board or decision-maker shall not reconsider or rehear a previously denied quasi-judicial application unless the applicant demonstrates that relevant facts or circumstances have materially changed since the prior decision. City officials and boards are empowered to dismiss or refuse any reapplication that does not credibly differ from the earlier denied request. The proper avenue for a party dissatisfied with a quasi-judicial denial is to seek judicial review, not repetitive applications.

Planning and Zoning Commission

Staff Report



Meeting Date: August 25, 2025

Staff: Joshua Garrett, City Planner

Case Number: ZTA-25-004

Application Type: Zoning Text Amendment

Applicant: City of Excelsior Springs, Community Development Department

Proposal Summary: City staff proposes an amendment to Chapter 404 of the Code of Ordinances concerning home-based businesses and farm stands.

AMENDMENT DESCRIPTION

The proposed amendment establishes a clear reapplication process for zoning and land use requests following a denial. It distinguishes between legislative approvals, such as rezonings, and quasi-judicial approvals like special use permits. For legislative applications, a six-month waiting period is imposed before a denied request can be resubmitted, though an exception may be granted for a material change in circumstances. The amendment also reinforces that new quasi-judicial applications must be based on a material change in facts.

BACKGROUND INFORMATION

Currently, the City's Code of Ordinances does not specify a waiting period for the re-submission of a zoning or land use application after it has been denied. This lack of a reapplication limit presents the potential for multiple, repetitive reviews of the same application, which can lead to inefficient use of public resources. Additionally, it could be leveraged by individuals with code violations to delay or circumvent enforcement actions. Although this has not yet become a significant issue for the City of Excelsior Springs, staff is proactively proposing this amendment to address a potential vulnerability in the zoning code and ensure the efficient administration of the application and enforcement processes.

STAFF RECOMMENDATION

Staff recommends approval of the proposed Zoning Text Amendment.

EXHIBITS

A. Draft Ordinance

RESOLUTION NO. PZC-25-002

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED AMENDMENTS TO TITLE IV, CHAPTER 404 OF THE CODE OF ORDINANCES REGARDING THE APPLICATION RESUBMITTAL PROCESS FOLLOWING THE DENIAL OF A ZONING OR LAND-USE APPROVAL

WHEREAS, the City of Excelsior Springs, Missouri, periodically reviews and updates its Code of Ordinances to ensure the fair and efficient administration of its zoning and land-use regulations; and

WHEREAS, in accordance with Section 404.090(A) of the City's Code of Ordinances, City staff have prepared an application to amend to Chapter 404, specifically concerning the application resubmittal process following the denial of a zoning or land-use approval; and

WHEREAS, City staff have reviewed and processes the application, assigning it case number ZTA-25-004, and prepared a staff report to the Planning and Zoning Commission's consideration.

WHEREAS, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on August 25, 2025 to consider proposed amendments; and

WHEREAS, the Planning and Zoning Commission finds it prudent to adopt the proposed amendment to establish an orderly, efficient, and fair process that serves the public interest and ensures the integrity of the City's land use decisions.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

Recommendation. The Planning and Zoning Commission recommends that the City Council approve the application assigned case number ZTA-25-004 to amend Title IV, Chapter 404 of the Code of Ordinances as outlined in Exhibit A, which is attached and incorporated within.

PASSED AND APPROVED by the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, this 25 day of August, 2025.



Laurie Gehrt,
Planning and Zoning Commission Chairman



Mallory Brown,
Community Development Director

EXHIBIT A

Reapplication After Denial of Zoning or Land-Use Approvals. Chapter 404 of Title IV of the Code of Ordinances is amended by adding a new Section 404.095 to read as follows:

Section 404.015 **Reapplication After Denial of Zoning or Land-Use Approvals.**

- B. **Applicability.** This Section shall apply to all legislative and quasi-judicial land use approvals authorized by Title IV and shall prevail over any conflicting provisions elsewhere in the Code.
- C. **Definitions.** For purposes of this Section, the following terms shall be defined:
1. “Legislative Approval” means any zoning or land-use decision that requires legislative action by the City Council. This includes, but is not limited to, amendments to the text of the zoning code and changes to the official zoning map (rezonings).
 2. “Quasi-Judicial Approval” means any zoning or land-use decision on a specific application or property that is decided by applying established standards to facts, typically involving a hearing and determination of the applicant’s particular rights. This includes, but is not limited to, variances, special use permits, reasonable accommodation requests for persons with disabilities, and similar site-specific permits or appeals.
- D. **Waiting Period for Denied Legislative Approvals.** If an application for a Legislative Approval is denied by the City Council, the same or substantially similar application shall not be accepted for filing for a period of six (6) months from the date of denial. This six-month waiting period applies to rezoning requests for the same property or any request that is not materially different from what was previously denied. Its purpose is to respect the finality of the Council’s legislative decision and to prevent repetitive or harassing applications.
- E. **Material Change Exception – Legislative Approvals.** Notwithstanding the above waiting period, an applicant may be permitted to file a new application within the six-month period if the applicant demonstrates a material change in facts or circumstances since the prior denial. The burden is on the applicant to show that conditions have substantially changed in a manner that could affect the outcome. Examples of a material change include, but are not limited to:
1. A significant revision to the proposal (e.g. a different zoning district sought or a modified development plan).
 2. Changes in the surrounding land uses or neighborhood character.
 3. The adoption of pertinent amendments to the City’s comprehensive plan or ordinances.

The Community Development Director shall review any request to reapply early and the supporting evidence of changed circumstances.

- F. **Determination of Material Change.** If the Community Development Director determines that the applicant has demonstrated a genuine material change in facts or circumstances, the new application may be accepted and processed notwithstanding the six-month rule. If the Community Development Director finds that no material change has been shown, the application shall be rejected as premature. The Community Development Director's determination shall be provided in writing. An aggrieved applicant may appeal a negative determination to the City Council, by written notice filed with the Community Development Director within ten (10) days of the determination. Upon review, the City Council may either:
1. Authorize the early reapplication by finding that a material change exists, in which case the application will be accepted for filing; or
 2. Uphold the Community Development Director's decision, in which case the six-month ban remains in effect.
- G. **Quasi-Judicial Approvals – Finality of Decisions (No Automatic Waiting Period).** Decisions on Quasi-Judicial Approvals (such as variance requests, special use permits, reasonable accommodation requests, and appeals of administrative decisions) are subject to the doctrine of finality under Missouri law. No fixed waiting period is imposed for reapplying after a denial of a quasi-judicial request. A board or decision-maker shall not reconsider or rehear a previously denied quasi-judicial application unless the applicant demonstrates that relevant facts or circumstances have materially changed since the prior decision. City officials and boards are empowered to dismiss or refuse any reapplication that does not credibly differ from the earlier denied request. The proper avenue for a party dissatisfied with a quasi-judicial denial is to seek judicial review, not repetitive applications.

City Council Cover Letter

Planning and Zoning Cases: PP-25-002 and FP-25-002



TO: City Council
FROM: Joshua Garrett, MPA, City Planner
DATE: August 26, 2025
RE: Planning and Zoning Cases PP-25-002 and FP-25-002

The Planning and Zoning Commission held its regularly scheduled meeting on August 25, 2025. At this meeting the Commission held a public hearing and considered two cases together: Case Numbers PP-25-002 and FP-25-002, a preliminary and final plat, respectively, for a replat of Lot 4 of the Springs Plaza subdivision.

As required by code the public hearing for this case published in the Excelsior Springs Standard on August 8, 2025 in addition to being posted on the doors of the Hall of Waters.

Planning and Zoning Meeting – Item Summary

Staff Presentation

City Planner Joshua Garrett presented the case to the Commission. Mr. Garrett discussed the history of the property and the lack of legal access to Lot 4 that currently exists.

Commission Comments

The commission had questions clarifying the situation regarding the lack of access for the proposed lot 4A.

Public Comments

Kristen DeHart spoke on behalf of the Excelsior Springs Hospital Foundation, explaining the foundation's purpose for splitting the property.

Recommendation

Commissioner Vincent made a motion to pass the resolution to recommend approval of cases PP-25-002 and FP-25-002, a preliminary and final plat for Replat of Lot4, of Springs Plaza.

A second to the motion was made by Commissioner Bissell. The Planning and Zoning Commission voted as follows:

Bissell	Yes	Marker	Yes
Borchert	Absent	Sparks	Yes
Gehrt	Yes	Vincent	Yes
Kelley	Yes		

The motion was passed and the resolution recommending approval was adopted. The application is now being forwarded to the City Council for its consideration.

Staff recommends approval of this final plat.

Respectfully,

A handwritten signature in black ink, appearing to read 'Joshua Garrett', with a stylized flourish at the end.

Joshua Garrett, MPA

City Planner, Community Development

Attachments

1. Draft Ordinance
2. Staff Report
3. Resolution PZC-25-003
4. Applicant Narrative
5. Final Plat

ORDINANCE NO. 25-09-04

AN ORDINANCE APPROVING A PRELIMINARY PLAT AND FINAL PLAT FOR A REPLAT OF LOT 4 OF SPRINGS PLAZA, A SUBDIVISION IN THE CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri considered the application by Melissa Bartlett, on behalf of the Excelsior Springs Hospital Foundation, for a Preliminary Plat and Final Plat for a Replat of Lot 4, of Springs Plaza, a Subdivision in Excelsior Springs, Clay County, Missouri; and

WHEREAS, the Commission held a public meeting and considered the application on August 25, 2025, and passed a resolution recommending approval of the proposed preliminary plat and final plat to the City Council with the following condition:

The property owner must obtain an access easement for the entirety of the existing Lot 4, such that both proposed properties may legally be accessed from Jesse James Road; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri, considered and reviewed the preliminary plat and final plat at its meeting of September 2, 2025, and determined adoption and approval to be in the City's best interests and to promote the public health, safety and welfare.

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

Section 1. Subject to the conditions and restrictions herein set forth, the Preliminary Plat and Final Plat of Replat of Lot 4 of Springs Plaza, a Subdivision in Excelsior Springs, Clay County, Missouri, attached hereto and made a part hereof, are hereby approved, recording of the Final Plat to take place only upon full compliance with the requirements of the Municipal Code and the following conditions:

The property owner must obtain an access easement for the entirety of the existing Lot 4, such that both proposed properties may legally be accessed from Jesse James Road.

Section 2. The Applicant shall comply with all other Municipal Code requirements.

Section 3. The Mayor, 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.

PASSED AND APPROVED by the City Council of the City of Excelsior Springs, Missouri, this 2nd day of September, 2025.

Mark D. Spohn, Mayor

ATTEST:

REVIEWED BY:

Shannon Stroud, City Clerk

Molly McGovern, City Manager

Planning and Zoning Commission

Staff Report



Meeting Date: August 25, 2025

Staff: Joshua Garrett, City Planner

Case Number: PP-25-002 and FP-25-002

Application Type: Preliminary and Final Plat

Proposal Summary: A request by Melissa Bartlet, on behalf of the Excelsior Springs Healthcare Foundation, to divide Lot 4 of the Springs Plaza subdivision into two new lots in order to facilitate the sale of each existing building separately.

PROJECT INFORMATION

Project Name: Replat Lot 4, Springs Plaza Final Plat

Subject Property Address: 1006 and 1010 N Jesse James Road

Legal Description: SPRINGS PLAZA LT 4

Applicant: Melissa Bartlet

Property Owner: Excelsior Springs Healthcare Foundation

Project Description: The Excelsior Springs Healthcare Foundation seeks to split Lot 4 of Springs Plaza into two separate lots, each with an existing building.

BACKGROUND INFORMATION

Current Zoning: C-3 (Service Commercial)

Current Land Use: Vacant Office Buildings

Proposed Zoning: No Change

Proposed Land Use: No Change

Property History

Over several decades, the property that is now the Springs Plaza subdivision housed many businesses, including Don's Pharmacy, now Red Cross Pharmacy, which owned the property for many years. In 1994, a portion of the property directly west of the pharmacy parking lot was sold to Dr. Robert Buzard and his wife Debra, where Dr. Buzard built the offices for his medical practice. At this time, an access easement was also recorded, granting Dr. Buzard's office access to Jesse James Road via the existing parking lot.

In 2006, an application to subdivide the property, including the medical office, was brought before the City Council. The Springs Plaza Final Plat was approved and subdivided the properties into six new lots. Although the original plat shows a portion of the parking lot as a "common use area", no formal access easement was dedicated with the plat or filed as a separate instrument.

As such, the entirety of lots 2 and 3, and the majority of lot 4, including all of the proposed lot 4A, lack legal access to a public street. Further, the plat dedicated a significant portion of lots 4 and 6 for a stormwater detention easement. While the plat indicates that the detention easement “shall be maintained by the owners of the lots,” no formal maintenance agreement was filed.

Shortly after the property was subdivided, the north building was constructed to roughly match the existing south building, which was Dr. Buzard’s office. The subject property was sold to the Excelsior Springs Hospital in 2013 and then transferred to the Excelsior Springs Healthcare Foundation in 2022. The buildings on the property are now vacant.

Physical Characteristics of the Property

The existing property is a flag-shaped lot with 100 feet of frontage, but no direct access to Jesse James Road. The property is accessed via the shared parking lot that sits on lots 1 and 2 of the Springs Plaza subdivision. Approximately 225 feet west of the property boundary that fronts Jesse James Road, sits two roughly identical buildings. A shared driveway is used to access rear parking behind each building. The southern building on the property nearly abuts the common property line with lots 1 and 2. The majority of the area that sits in front of the building line is a paved parking lot that serves both buildings. Roughly the west 2/5 and the south 1/3 of the property is undeveloped. There are a few trees within this section of the property, however it is primarily covered with grass. The stormwater detention area for the Spring Plaza subdivision primarily sits on Lot 6, just to the north of the subject property, but a portion of the detention basin sits on the subject property as well.

Characteristics of the Area

The area along Jesse James Road features a variety of commercial uses, including a bank, drug store, insurance agency, and other similar uses. Several vacant lots and open spaces sit adjacent to Jesse James Road, making the area feel more “open.” The Westwood Hills residential Subdivision lies to the south and west of the subject property. Westwood Hills is a typical single-family residential subdivision with the majority of homes being constructed in the 1960s or 1970s.

ANALYSIS

Comprehensive Plan

The Comprehensive Plan places the subject property with the Corridors policy area, which recommends commercial development that will “protect existing residential neighborhoods.” Although the proposed plat isn’t intended to accommodate new development, the smaller lot sizes suggest that any future development or redevelopment of these properties will likely be a less intensive use than what would otherwise be possible on the existing lot. This will protect the Westwood Hills subdivision and other neighboring residential properties from more intensive commercial development.

Historic Sites, Landmarks, or Districts

The subject property does not contain any historic sites or landmarks, nor is it within a designated historic district.

Flood Hazards

The subject property is not within the Floodway or Floodway Fringe Overlay Districts, and thus not subject to the development regulations outlined in Chapter 401 of the City's Code of Ordinances.

Stormwater

A stormwater detention easement crosses both proposed lots and extends on to the adjacent lot 6. No formal maintenance agreement was filed when the property was originally platted. While the Code or Ordinances requires a stormwater maintenance agreement for new subdivision applications, the Public Works Department has determined that a maintenance agreement is not required for this site, because such an agreement was not required when the existing detention basis was constructed.

Public Utilities

All public utilities are available and accessible on the proposed lots.

Public Improvements and Access

No public improvements are required for this plat. The proposed lot configuration splits the shared rear property access between the two buildings. The plat dedicates a cross-access easement for both lots to access the rear parking areas. Further, the cross-access easement includes the entirety of the parking lot area on the proposed lot 4A, giving the proposed lot 4B the right to utilize this area for parking.

A previously recorded access easement grants only a portion of the proposed lot 4B right to access the property via the existing parking area on lot 1. The remainder of lot 4B does not have legal access to a public street. The proposed lot 4A was not part of the original access easement and therefore does not currently have legal access to a public street. Prior to approval, an access easement must be granted by the property owner of Lot 1 to allow both proposed lots legal access to Jesse James Road.

Capital Improvement Projects

There are no active or proposed Capital Improvement Projects near the subject property.

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed preliminary plat.

Staff recommends **approval** of the proposed final plat with the following conditions:

1. The property owner must obtain an access easement for the entirety of the existing Lot 4, such that both proposed properties may legally be accessed from Jesse James Road.

EXHIBITS

- A. Narrative
- B. Final Plat

RESOLUTION NO. PZC-25-003

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED PRELIMINARY AND FINAL PLAT FOR A REPLAT OF LOT 4 OF THE SPRINGS PLAZA SUBDIVISION

WHEREAS, Section 406.050 of Title IV, Chapter 406 of the City's Code of Ordinances outlines the application process for the submission of plats to subdivide property within the City Limits of Excelsior Springs; and

WHEREAS, Melissa Bartlet, on behalf of the Excelsior Springs Healthcare Foundation, submitted an application to divide Lot 4 of the Springs Plaza subdivision into two new lots in accordance with Section 406.050 of the Code of Ordinances; and

WHEREAS, City staff have reviewed and processes the application, assigning it case numbers PP-25-002 and FP-25-002, for the preliminary plat and the final plat respectively, and prepared a staff report to the Planning and Zoning Commission's consideration; and

WHEREAS, Section 406.040(C) of Title IV, Chapter 406 of the City's Code of Ordinances requires lots created by the platting process to have appropriate access to public rights-of-way; and

WHEREAS, the proposed LOT 4A, has frontage upon, but lacks appropriate access to a public street and the proposed Lot 4B lacks both frontage and appropriate access from a public street; and

WHEREAS, City staff recommends approval of the proposed preliminary and final plat with the following conditions:

The property owner must obtain an access easement for the entirety of the existing Lot 4, such that both proposed properties may legally be accessed from Jesse James Road; and

WHEREAS, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a hearing on August 25, 2025 to consider proposed preliminary and final plat; and

WHEREAS, the Planning and Zoning Commission finds appropriate to approve the proposed preliminary and final plat, so long as the conditions outlined within this resolution are met by the applicant prior the submission of the final plat to the Clay County Recorder of Deeds.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

Recommendation. The Planning and Zoning Commission recommends that the City Council approve the applications for a preliminary plat, assigned case numbers PP-25-002, and a final plat, assigned case number FP-25-002, for a Replat of Lot 4, of the Springs Plaza Subdivision with the following conditions:

The property owner must obtain an access easement for the entirety of the existing Lot 4, such that both proposed properties may legally be accessed from Jesse James Road.

PASSED AND APPROVED by the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, this 25 day of August, 2025.



Laurie Gehrt,
Planning and Zoning Commission Chairman



Mallory Brown,
Community Development Director

ORDERED BY:
EXCELSIOR SPRINGS HEALTH CARE FOUNDATION
1700 RAINBOW BLVD
EXCELSIOR SPRINGS, MO 64024

STATE PLANE COORDINATES IN METERS
FROM MGRS STATION CL-50 GRID FACTOR=0.99990064
DATE OF ADJUSTMENT 2003
CL-50 N=352922.857M, E=872067.875M
1 353565.634 872818.330
2 353535.157 872818.135
3 353536.065 872750.134
4 353480.576 872749.266
5 353482.565 872633.563
6 353568.145 872630.389

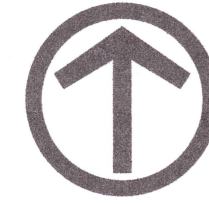
- LEGEND
- SET 1/2" REBAR LS 2024000128 OR AS NOTED
 - FOUND MONUMENT AS NOTED
 - ① STATE PLANE IDENTIFIER
 - (M) MEASURED
 - (R) RECORD
 - DOWN GUY
 - ◇ LIGHT POLE

- ADVERSE EASEMENT
BOWEN POLE BACK LINE
D/E DRAINAGE EASEMENT
U/E UTILITY EASEMENT
S/E SANITARY EASEMENT

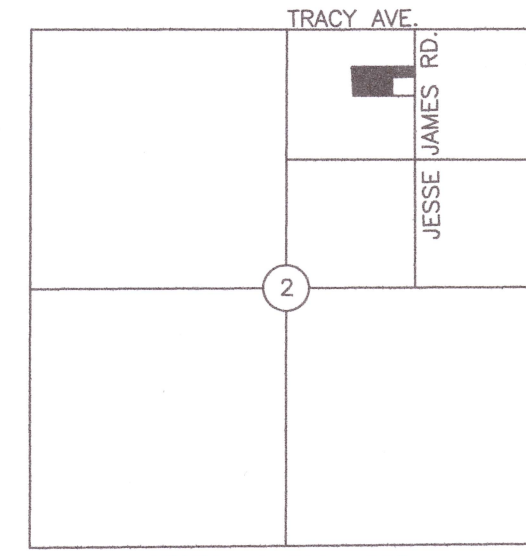
POINT OF COMMENCING
FOUND 2" BRASS CAP
NORTHWEST CORNER
NORTHEAST QUARTER
SECTION 2-T52N-R30W

REPLAT LOT 4, SPRINGS PLAZA FINAL PLAT

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 2
TOWNSHIP 52 NORTH, RANGE 30 WEST
A SUBDIVISION IN EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI



40 0 40 80
SCALE 1 IN = 40 FEET



SECTION 2-T52N-R30W
VICINITY MAP

RESERVED FOR THE RECORDER OF DEEDS

DESCRIPTION:
LOT 4, SPRINGS PLAZA, A SUBDIVISION OF LAND, RECORDED AT INSTRUMENT NUMBER 200605683 IN BOOK G AT PAGE 95, LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 52 NORTH, RANGE 30 WEST, EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE S89°47'48"E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 1272.07 FEET; THENCE S00°22'04"W, A DISTANCE OF 358.28 FEET TO THE POINT OF BEGINNING ON SOUTHEAST CORNER OF LOT 5 OF SAID SPRINGS PLAZA ON THE WEST RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 69; THENCE S00°22'04"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID SPRINGS PLAZA; THENCE N89°14'05"W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 223.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°53'43"W, ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE WEST LINE OF LOT 3 OF SAID SPRINGS PLAZA, A DISTANCE OF 182.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 9498 AT PAGE 7; THENCE N89°00'55"W, ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF LOT 3, LOT 4, LOT 5 AND LOT 12 OF THE AMENDED PLAT OF WESTWOOD HILLS, A SUBDIVISION OF LAND RECORDED IN BOOK 11 AT PAGE 39, A DISTANCE OF 379.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N02°07'27"W, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 280.99 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF SAID SPRINGS PLAZA; THENCE S89°14'05"E, ALONG THE SOUTH LINE OF SAID LOT 6 AND ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 616.72 FEET TO THE POINT OF BEGINNING, CONTAINING 3.01 ACRES, MORE OR LESS.

DEDICATION:
THE UNDERSIGNED PROPRIETORS OF THE TRACT OF LAND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "REPLAT OF LOT 4, SPRINGS PLAZA".

EASEMENT DEDICATION:
AN EASEMENT IS HEREBY GRANTED TO THE CITY OF EXCELSIOR SPRINGS, MISSOURI AND THE UTILITY COMPANIES FRANCHISED TO OPERATE IN THE CITY OF EXCELSIOR SPRINGS, MISSOURI FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TELEVISION AND SURFACE DRAINAGE INCLUDING, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICE PEDESTALS, ANY OR ALL OF THEM UPON, OVER UNDER AND ALONG THE STRIPS OF LAND DESIGNATED ON THIS PLAT BY THE WORDS "UTILITY EASEMENT" OR THE ABBREVIATION "U/E", WHERE OTHER EASEMENTS ARE DESIGNED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID USES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED BY THE EASEMENTS. NO EXCAVATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENANCES THERETO WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS.

ACCESS EASEMENT:
THE RIGHT OF INGRESS-EGRESS BETWEEN LOTS 4A AND 4B OVER AND ALONG THE STRIPS OF LAND DESIGNATED ON THIS PLAT BY THE WORDS "ACCESS EASEMENT" OR THE ABBREVIATION "A/E" IS HEREBY GRANTED.

BUILDING LINES:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE STREET LINE.

IN TESTIMONY WHEREOF: EXCELSIOR SPRINGS HEALTH CARE FOUNDATION, A MISSOURI NONPROFIT CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, ATTESTED BY ITS SECRETARY AND ITS CORPORATE SEAL AFFIXED, THIS _____ DAY OF _____, 2025.

EXCELSIOR SPRINGS HEALTH CARE FOUNDATION, A MISSOURI NONPROFIT CORPORATION

TIM PENCE, PRESIDENT
JEANINE STUBBS, SECRETARY

STATE OF MISSOURI)
)SS
COUNTY OF CLAY)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2025 BEFORE ME, A NOTARY PUBLIC, IN SAID COUNTY AND STATE, CAME TO ME PERSONALLY KNOWN TO BE THE SAME WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY SEAL THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

REVIEWED AND APPROVED BY THE EXCELSIOR SPRINGS PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2025

SIGNED: _____
PLANNING AND ZONING COMMISSION CHAIRMAN

REVIEWED AND APPROVED BY THE EXCELSIOR SPRINGS CITY COUNCIL THIS _____ DAY OF _____, 2025.

MARK SPOHN, MAYOR
SHANNON STROUD, CITY CLERK

THIS SURVEY WAS BASED ON THE ALTA COMMITMENT FOR TITLE INSURANCE COMMITMENT NUMBER 2647195, DATED JUNE 13, 2025.

BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH MISSOURI STATE PLANE COORDINATE SYSTEM 1983, WEST ZONE USING GPS METHODS. FROM MGRS STATION CL-50 N=352922.857M, E=872067.875M GRID FACTOR=0.9999064 WITH AN ADJUSTMENT DATE OF 2003. USING REAL TIME KINEMATIC GPS METHODS.

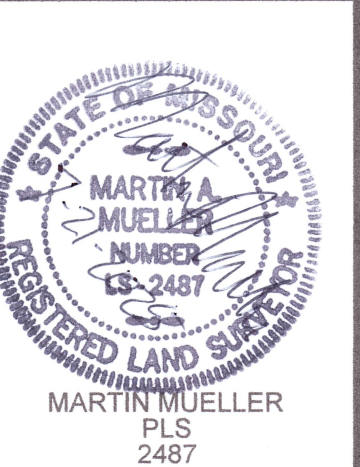
TYPE URBAN.

THIS SURVEY WAS PERFORMED BETWEEN JULY 10 AND 17, 2025.

THIS PARCEL IS DESIGNATED AS ZONE X (UNSHADED), ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 29047C0176E, DATED AUGUST 3, 2015.

I HEREBY CERTIFY THAT THE REPLAT OF LOT 4, SPRINGS ACRES FINAL PLAT, A SUBDIVISION IS BASED ON A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY MEETS OR EXCEEDS THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF

RECEIVED
JUL 21 2025



DWG. NO.

1 OF 1

PROJECT 0750-0024

DATE REVISIONS

SCALE 1" = 20'

DRAWN MTW

CHECKED MAM

APPROVED MAM

DATE 7-18-2025

ISSUED FOR



EXCELSIOR SPRINGS HEALTH CARE FOUNDATION
1700 RAINBOW BLVD, EXCELSIOR SPRINGS, MO 64024

9788 N Ash Avenue • Kansas City, Missouri 64157
816-781-6182 • 816-781-0643(FAX) • Corporate LS Number 2024000128

REPLAT OF LOT 4 SPRINGS PLAZA FINAL PLAT
SECTION 2, T52N, R30W
EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI

FILE PATH: PLOTTED: FRIDAY, JULY 18, 2025

FILE PATH:



Community Development Director
201 E Broadway
Excelsior Springs, MO 64024

Phone: (816) 630-0756
Fax: (816) 630-9572

August 26, 2025

To: Mayor and City Council

From: Mallory Brown, Community Development Director

Re: Water and Sewer Service Outside City Limits

The City of Excelsior Springs receives requests to extend municipal utility services for both water and sewer outside city limits relatively frequently. While some connections have been approved in the past, these extensions create several challenges that are outlined below.

System Capacity: The City is responsible for ensuring adequate water and sewer capacity to serve current residents and businesses. Extending service outside City limits can strain the system and reduce available capacity for growth in the future.

Fiscal Impact: Providing service to areas outside the City creates additional costs for infrastructure maintenance, monitoring, and service delivery without generating the tax base or direct financial benefit that comes with annexation.

Orderly Development: Allowing service extensions outside City limits encourages uncoordinated growth and development patterns, which can conflict with the City's comprehensive plan and long-term planning goals.

The attached ordinance establishes a clear policy regarding the extension of municipal water and sewer service outside the city limits of Excelsior Springs. It amends Chapter 700, Utilities, of the City Code by creating a new Section 700.180 and repealing the prior Section 705.020.

By approving the ordinance, no new water or sewer service will be extended to properties outside the City. Although the City currently has water and sewer mains outside the city limits, the presence of those mains does not grant connection rights. New taps will only be considered if the property owner petitions for voluntary annexation, the City approves annexation, and all related conditions are met. All properties presently receiving service outside the City may continue to do so, but no new or expanded service will be permitted without annexation.

Adopting this ordinance ensures the City manages its water and sewer systems responsibly, maintains system capacity for Excelsior Springs residents and businesses, and encourages

annexation and orderly growth consistent with the City's planning objectives. Staff recommends approval of this Ordinance as presented.

Please let me know if you have any questions or would like further information on this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mallory Brown", with a stylized, flowing script.

Mallory Brown
Community Development Director
City of Excelsior Springs

ORDINANCE NO. 25-09-05

AN ORDINANCE AMENDING CHAPTER 700, UTILITIES, OF THE CITY CODE BY
ENACTING A NEW SECTION 700.180 REGARDING WATER AND SEWER SERVICE
OUTSIDE THE CITY LIMITS

WHEREAS, the City of Excelsior Springs is responsible for managing municipal water and sewer services in a manner that protects system capacity, promotes fiscal sustainability, and encourages orderly land development; and

WHEREAS, providing new municipal utility connections to properties outside the corporate limits imposes costs and burdens on the City without corresponding benefits to City residents; and

WHEREAS, the City Council desires to establish a clear policy limiting the extension of water and sewer service outside the City limits and clarifying how such limitations apply to subdivisions and other development proposals involving existing mains located outside City limits.

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

Section 1. That Chapter 700 of the Code of the City of Excelsior Springs, Missouri, is hereby amended by repealing Section 705.020 in its entirety and shall be hereafter designated as “Reserved.”

Section 2. That Chapter 700 of the Code of the City of Excelsior Springs, Missouri, is hereby amended by enacting a new Section 700.180 to read as follows:

Section 700.180 – Water and Sewer Service Outside City Limits.

A. No New Service to Properties Outside City Limits. The City of Excelsior Springs shall not extend or provide municipal water or sewer service to any new properties located outside the City's corporate limits.

B. Existing Water and Sewer Mains Located Outside City Limits.

1. The existence of City water or sewer mains located outside the City's corporate limits does not create any right or entitlement for adjacent or nearby properties to connect to such mains.
2. Requests for new service connections (taps) to existing mains located outside the City's corporate limits shall be denied.
3. The City may consider new service connection requests if:

- a. The property owner submits a valid petition for voluntary annexation in accordance with Missouri law;
- b. The annexation is approved by the City Council; and
- c. Any public infrastructure improvements, capacity analyses, or other conditions as required by the City are satisfied.

C. Subdivision of Property Outside City Limits.

1. Subdividing a property located outside the City's corporate limits, regardless of its proximity to existing City water or sewer mains, shall be considered a request for new service connections subject to this Section.
2. The creation of additional lots, tracts, or parcels through subdivision shall not be used as a means to obtain water or sewer service without annexation.
3. No new water or sewer service connections shall be approved for newly created lots resulting from a subdivision of property outside the City limits, unless the property is annexed into the City of Excelsior Springs.

D. Existing Service Connections.

1. Properties outside the City limits that are currently receiving water or sewer service from the City under a lawfully established connection as of the effective date of this Section may continue to receive such service.
2. This Section shall not be construed to affect or terminate existing service connections; however, any requests for additional service connections or capacity increases shall be subject to the provisions of this Section.

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

INTRODUCED IN WRITING, read by title two times, passed and approved this 2nd day of September, 2025.

ATTEST:

Mark D. Spohn, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Chapter 700

UTILITIES GENERALLY

Section 700.010. Definition.

Section 700.020. Temporary Interruption of Service.

Section 700.030. Liability of City for Damage.

Section 700.040. Scope of Title Provisions.

Section 700.050. Service to Comply With Technical Regulations.

Section 700.060. Termination for Non-Compliance With Provisions.

Section 700.070. Sale of Service by Customer.

Section 700.080. Utility Service — Application Required.

Section 700.090. Utility Service — Permit.

Section 700.100. Utility Service — Use Without Permit.

Section 700.110. Utility Service — Use Contrary to Permit.

Section 700.120. Utility Service — Use Assumed.

Section 700.130. Utility Service — Restricted to One Applicant.

Section 700.140. Separate Connections.

Section 700.150. Connections to Service.

Section 700.160. Plumbing Inspection Outside City.

Section 700.170. Consumers to Maintain Own Service.

Section 700.010. Definition. [R.O. 2012 §700.010; CC 1973 §36-1]

For the purpose of this Title, the word "*utility*" shall be construed to mean and include water, sewer, and/or any other utility service furnished by the City to consumers thereof.

Section 700.020. Temporary Interruption of Service. [R.O. 2012 §700.020; Ord. No. 6142 §15, 4-6-1970; CC 1973 §36-2]

The City reserves the right to cut off any utility service without notice in case of emergencies. When an interruption in service is necessary for maintenance and improvement to the utility system, affected consumers thereof will be notified as circumstances permit.

Section 700.030. Liability of City for Damage. [R.O. 2012 §700.030; Ord. No. 6142 §15, 4-6-1970; CC 1973 §36-3]

The City shall not be liable for any damage to the property of any consumer of any utility service furnished by the City due to backflow of the sewerage system, failure of the sewer or water supply, interruption of service or any other cause outside the direct control of the City.

Section 700.040. Scope of Title Provisions. [R.O. 2012 §700.040; CC 1973 §36-4]

All pertinent provisions of this Chapter are hereby made a part of the terms and conditions whereby the City shall furnish any utility service to any person; or whereby the City shall make any utility connections, or perform any work of any kind in connection with the furnishing of any utility service.

Section 700.050. Service to Comply With Technical Regulations. [R.O. 2012 §700.050; CC 1973

§36-5]

Any utility service furnished under the provisions of this Title shall be in accordance with and compliance with all applicable technical provisions of this Code, State law and City ordinances, rules and regulations.

Section 700.060. Termination for Non-Compliance With Provisions. [R.O. 2012 §700.060; CC 1973 §36-6; Ord. No. 98-2-15 §1, 2-23-1998]

- A. The City shall have the right to disconnect or refuse to connect or reconnect any utility service:
1. To any person who has failed to comply with the provisions of this Code, State law or City ordinances, rules or regulations, including but not limited to, the payment of personal property taxes;
 2. To any property which does not meet the provisions of this Code, State law or City ordinances, rules or regulations, or
 3. Which utility service does not meet the provisions of this Code, State law or City ordinances, rules or regulations.

Section 700.070. Sale of Service by Customer. [R.O. 2012 §700.070; CC 1973 §36-7]

It shall be unlawful for any person to resell any utility service obtained from the City to others except by units of local government or recognized and licensed utility companies, and then only by special arrangement with the City.

Section 700.080. Utility Service — Application Required. [R.O. 2012 §700.080; Ord. No. 6372, 12-17-1973]

Any person desiring any utility service furnished by the City shall make application for the same to the City. Such application shall contain the applicant's name, address and the uses for which such utility service is desired.

Section 700.090. Utility Service — Permit. [R.O. 2012 §700.090; CC 1973 §36-9]

Upon the approval of the application for any utility service the City may issue a permit therefor.

Section 700.100. Utility Service — Use Without Permit. [R.O. 2012 §700.100; CC 1973 §36-10]

It shall be unlawful for any person not having a permit to use any utility service offered by the City or to make any connection thereto.

Section 700.110. Utility Service — Use Contrary to Permit. [R.O. 2012 §700.110; CC 1973 §36-11]

Any person having a permit from the City for the use of any utility service offered by the City who shall use such utility service for any purpose other than mentioned in such permit shall be deemed guilty of an ordinance violation.

Section 700.120. Utility Service — Use Assumed. [R.O. 2012 §700.120; CC 1973 §36-12]

All premises connected to any utility service of the City shall be assumed to be using such utility service and the owner or occupant shall be charged therefor so long as such premises shall remain connected with

the utility service.

Section 700.130. Utility Service — Restricted to One Applicant. [R.O. 2012 §700.130; CC 1973 §36-13]

It shall be unlawful for any person obtaining any utility service from the City to habitually permit any other person to use such utility service.

Section 700.140. Separate Connections. [R.O. 2012 §700.140; Ord. No. 6142 §9, 4-6-1970; CC 1973 §36-14]

Every building, structure or consumer in the City shall have a separate utility service connection unless permission is authorized in writing by the City.

Section 700.150. Connections to Service. [R.O. 2012 §700.150; CC 1973 §36-15]

Connections for any utility service furnished by the City shall be made only by the City under the supervision of the City.

Section 700.160. Plumbing Inspection Outside City. [R.O. 2012 §700.160; CC 1973 §36-16]

In order to protect the City water supply, the City shall not make any water or sewer taps outside the City limits until the plumbing of the premises involved has been inspected and approved by the City, which inspection shall be made only after deposit of the stipulated fee for such inspection by the property owner. The plumbing shall be in accordance with the Plumbing Code of the City.

Section 700.170. Consumers to Maintain Own Service. [R.O. 2012 §700.170; CC 1973 §36-17]

All persons taking any utility service from the City shall keep their own service pipes, cocks and apparatus in good repair, and protect the same from frost at their own risk and expense, and shall prevent all unnecessary waste.

Section 700.180 – Water and Sewer Service Outside City Limits.

A. No New Service to Properties Outside City Limits. The City of Excelsior Springs shall not extend or provide municipal water or sewer service to any new properties located outside the City's corporate limits.

B. Existing Water and Sewer Mains Located Outside City Limits.

1. The existence of City water or sewer mains located outside the City's corporate limits does not create any right or entitlement for adjacent or nearby properties to connect to such mains.
2. Requests for new service connections (taps) to existing mains located outside the City's corporate limits shall be denied.
3. The City may consider new service connection requests if:
 - a. The property owner submits a valid petition for voluntary annexation in accordance with Missouri law;

- b. The annexation is approved by the City Council; and
- c. Any public infrastructure improvements, capacity analyses, or other conditions as required by the City are satisfied.

C. Subdivision of Property Outside City Limits.

- 1. Subdividing a property located outside the City's corporate limits, regardless of its proximity to existing City water or sewer mains, shall be considered a request for new service connections subject to this Section.
- 2. The creation of additional lots, tracts, or parcels through subdivision shall not be used as a means to obtain water or sewer service without annexation.
- 3. No new water or sewer service connections shall be approved for newly created lots resulting from a subdivision of property outside the City limits, unless the property is annexed into the City of Excelsior Springs.

D. Existing Service Connections.

- 1. Properties outside the City limits that are currently receiving water or sewer service from the City under a lawfully established connection as of the effective date of this Section may continue to receive such service.
- 2. This Section shall not be construed to affect or terminate existing service connections; however, any requests for additional service connections or capacity increases shall be subject to the provisions of this Section.

Section 705.020. (Reserved) Sewer Connection Fees — Outside City Limits. [R.O. 2012 §705.020; CC 1973 §36.30; Ord. No. 97-7-4 §705.020, 7-7-1997; Ord. No. 14-07-05 §35, 7-21-2014]

~~Any application for sewer service to a premise which is situated outside the corporate limits of the City shall be made to the City Council and the Council shall have the power to establish rules, regulations and requirements prerequisite to be met before such application may become effective; provided, that the fee required to be deposited with such application shall be according to the Schedule of Fees, Title I, Appendix A per building or lot, to be, or potentially to be, served; provided, further, that all persons making application for such service, their successors in title and assigns, agree to comply with all requirements of the provisions of this Code, ordinances of the City, and the rules, regulations and requirements established by the Council; and provided further, that the approval or disapproval of an application for any sewer connection outside the corporate limits of the City shall be at the sole discretion of the City Council.~~

Formatted: Normal, Right: 0.25", Space Before: 4 pt



City Attorney
City Council 9/2/2025

TO: City Council
FROM: Molly McGovern, City Manager
DATE:
RE: Consideration of Agenda

The Missouri Legislature in their most recent session revised the Missouri Sunshine Law. The amendment primarily deals with closing/redacting records with juvenile information and utility accounts. But, under the revised law, public governmental bodies will now be allowed to require payment of estimated fees **before** beginning any work on a records request – not just before making copies as the law previously allowed. This means the City can wait to begin searching, reviewing, redacting, duplicating, or otherwise processing any records until payment is received.

The amended law went into effect on August 28th and the ordinance provided will amend the City's policy for the release of information to conform to the changes made to Missouri Law. For example

-

- a request for information will now be considered withdrawn if the requester fails to pay within 90 days (or 150 days if fees exceed \$1,000) after being notified of the cost. Similarly, if clarification is requested and the requester does not respond within that timeframe, the request is also considered withdrawn.
- These changes are designed to help prevent staff from spending substantial time on complex or large records requests without assurance that the requester is serious or willing to cover the cost.
- Fees for paper copies shall not exceed ten cents (\$0.10) per page. Charges for staff time required to make copies shall not exceed the average hourly rate of pay for clerical staff of the City. Research time required to fulfill records requests may be charged at the actual cost of the research time. The City shall utilize employees that result in the lowest amount of charges for search, research, and duplication time, based on the scope of the request.
- Documents may be furnished without charge or at a reduced charge when the City Council, City Manager, or City Clerk determines that the waiver or reduction is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the City and is not primarily in the commercial interest of the requester.

Please consider approval of the ordinance provided to conform to current Missouri law.

1. ES - revised Sunshine Law Policy

ORDINANCE NO. 25-09-06

AN ORDINANCE AMENDING CITY CODE CHAPTER 130 REGARDING OPEN
MEETINGS AND OPEN RECORDS

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

Section 1. That City Code Chapter 130 is hereby amended to read as follows

ARTICLE I INTRODUCTION

Section 130.010. Policy Statement. It is the policy of the City of Excelsior Springs, Missouri (“City”) that meetings, records, votes, actions and deliberations of the body shall be open to the public unless otherwise prohibited by law. The City shall comply with the Missouri Sunshine Law, Chapter 610, RSMo.

ARTICLE II RECORDS

Section 130.020. Custodian of Records Designated. The City Clerk is hereby designated as the Custodian of Records (“Custodian”) for purposes of compliance with Chapter 610, RSMo (the “Sunshine Law”).

Section 130.030. Requests. While written requests for records are preferred, the Custodian may accept a verbal request if it is sufficiently clear to identify the records sought. If a verbal request is accepted, the Custodian should document it in writing to maintain a record of the request. The requesting party should indicate the preferred method of response. In the absence of such instructions, it will be assumed that the party prefers to receive a response in the same form and manner as the request, to the extent feasible.

Section 130.040. Fees. The Custodian shall provide access to and, upon request, furnish copies of public records in accordance with Section 610.026, RSMo, subject to the following:

A. Paper Copies. Fees for paper copies not larger than nine by fourteen inches shall not exceed ten cents (\$0.10) per page. Charges for staff time required to make copies shall not exceed the average hourly rate of pay for clerical staff of the City. Research time required to fulfill records requests may be charged at the actual cost of the research time. The City shall utilize employees that result in the lowest amount of charges for search, research, and duplication time, based on the scope of the request.

B. Electronic and Specialized Formats. For records maintained on computers, tapes, disks, films, pictures, maps, slides, graphics, illustrations, or similar audio or visual formats, or for paper copies larger than nine by fourteen inches, fees may include: the

cost of copies; staff time (not to exceed the average hourly rate of pay for staff required to make the copies and, if necessary, conduct programming); the cost of the medium used for duplication. If maps, blueprints, or plats require duplication by trained personnel with special expertise, fees may include the actual rate of compensation for such personnel. If programming beyond the customary and usual level is necessary to comply with the request, fees may include the actual costs of such programming.

C. Advance Payment. Payment of fees may be requested prior to fulfilling the request.

D. Fee Waiver or Reduction. Documents may be furnished without charge or at a reduced charge when the City Council, City Manager, or City Clerk determines that the waiver or reduction is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the City and is not primarily in the commercial interest of the requester.

E. Electronic Format Requests. If the requested records are maintained electronically and the requester asks for them in electronic format, the records shall be provided in that format if possible.

F. Withdrawal of Requests for Nonpayment. A request for public records shall be considered withdrawn if the requester fails to remit payment of all fees within ninety (90) days of a request for payment, or within one hundred fifty (150) days if the requested fees exceed one thousand dollars (\$1,000). The Custodian shall provide notice of this deadline in the request for payment.

G. Clarification Requests. If the Custodian requests clarification of a public records request and receives no response within ninety (90) days, or one hundred fifty (150) days if the requested fees exceed one thousand dollars (\$1,000), then request shall be deemed withdrawn. The clarification request must include notice of the applicable deadline.

H. Re-submitted Requests. If the same or a substantially similar request is submitted within six (6) months after a request was deemed withdrawn for nonpayment or failure to clarify, the City may require payment of the same fees charged for the original request that expired, plus any additional allowable fees necessary to fulfill the subsequent request.

Section 130.050. Closed Records. All records of the City which are permitted to be closed records by reason of Chapter 610, RSMo, or any other law, are and shall be maintained as closed records.

ARTICLE III

MEETINGS

Section 130.060. Notice of Public Meetings. Except as provided herein, the City shall give notice of the time, date, place of meeting, a tentative agenda for all open public meetings and whether the meeting will be open or closed at least twenty-four (24) hours in advance of any public meeting. The notice shall be given by posting written notice on a

bulletin board or in another prominent place located in a public area in the principal office of the City. The twenty-four (24) hour notice period shall not include weekends and holidays. Copies of the meeting notice shall be made available at the same time notice is given to the members of the public body to all members of the media who have submitted such a request to the public body.

Section 130.070. Electronic Means. If the public meeting will be conducted in whole or in part by electronic means, then the notice must identify the mode by which the meeting will be conducted and must designate a location where the public may observe and attend the meeting. If the public meeting will be conducted by internet chat, internet message board or other computer link, notice must inform the public about how to access the meeting.

Section 130.080. Notice of Closed Meetings. If it is anticipated that all or a portion of a public meeting is to be closed, the notice for the meeting shall set forth the reason for its closure by reference to the specific exception allowed pursuant to the provisions of Section 610.021, RSMo. Members of the public shall be allowed to remain at a designated area on-site but outside of the room in which a closed portion of a public meeting is conducted, so as to allow members of the public to attend any subsequent portion of the public meeting that is not closed.

Section 130.090. Notice of Emergency Meetings. A public meeting may be held with less than twenty-four (24) hours' notice if there is good cause to render such notice impossible or impractical. If such good cause exists, then as much notice as is reasonably possible shall be given. Following the opening of the public meeting, the nature of the cause justifying the departure from the normal requirements shall be stated in the minutes.

Section 130.100 Notice Required for Public Meeting on Tax Increases, Eminent Domain, Creation of Certain Districts, and Certain Redevelopment Plans. For any public meeting where a vote of the City Council is required to implement a tax increase, or with respect to a retail development project when the City Council votes to utilize the power of eminent domain, create a transportation development district or a community improvement district, or approve a redevelopment plan that pledges public funds as financing for the project or plan, the City Council or any entity created by the City, shall give notice conforming with all the requirements of Subsection (1) of Section 610.020, RSMo., at least four (4) days before such entity may vote on such issues, exclusive of weekends and holidays when the facility is closed; provided that this Section shall not apply to any votes or discussion related to proposed ordinances which require a minimum of two (2) separate readings on different days for their passage. The provisions of Subsection (4) of Section 610.020, RSMo., shall not apply to any matters that are subject to the provisions of this Section. No vote shall occur until after a public meeting on the matter at which parties in interest and citizens shall have an opportunity to be heard. If the notice required under this Section is not properly given, no vote on such issues shall be held until proper notice has been provided under this Section. Any legal action challenging the notice requirements

provided herein shall be filed within thirty (30) days of the subject meeting, or such meeting shall be deemed to have been properly noticed and held. For the purpose of this Section, a tax increase shall not include the setting of the annual tax rates provided for under Sections 67.110 and 137.055, RSMo.

ARTICLE IV COMPLIANCE WITH SECTION 610.028, RSMo

Section 130.110. Legal Defense. The City may provide for the legal defense of any member charged with a violation of Sections 610.010 to 610.030, RSMo, as permitted by law.

Section 130.120. Policy Protection. This Sunshine Law Policy is intended to fulfill the requirements of Section 610.028, RSMo, by establishing reasonable written procedures regarding the release of information on meetings, records, and votes. Any member or employee of the City who acts in good faith compliance with this policy shall not be deemed to have violated the Sunshine Law and shall not be subject to civil liability arising from such compliance.

Section 130.130. Whistleblower Protection. No person who in good faith reports a violation of the Sunshine Law shall be subject to civil liability or disciplinary action for doing so. If the reporting person is an officer or employee of the City, they shall not be demoted, fired, suspended, or otherwise disciplined for making such a report.

Article V Law Enforcement Records

Section 130.140. Law Enforcement Records. Arrest Records, Expungement of Certain Criminal Records, 911 Reports, and Law Enforcement Agency Records shall be governed by Chapter 610, RSMo.

Section 2. 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 2nd day of September, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

