EXCELSIOR SPRINGS
Parks · Recreation · Community Center

NOTICE OF OPEN MEETING

Notice is hereby given that the Excelsior Springs Parks and Recreation Board will conduct a meeting at 6:00 PM on Tuesday, November 25, 2025 at the Community Center, 500 Tiger Drive, Excelsior Springs, MO 64024.

EXCELSIOR SPRINGS PARKS AND RECREATION BOARD MEETING AGENDA

November 25, 2025 at 6:00 PM

1. CALL TO ORDER
2. ROLL CALL
3. CONSIDERATION OF AGENDA
4. VISITOR FORUM
5. APPROVAL OF MINUTES
   A. Minutes
6. APPROVAL OF MONTHLY FINANCIAL REPORT AND BUDGET
   A. Balance Sheet
   B. Detail Budget Report
   C. Revenue Report
   D. Working Budget
   E. Update on Current Budget (Month)
   F. Approval of Expenditures
7. STAFF REPORTS
   A. Staff Reports

B. Directors Report

8. COMMITTEE REPORTS

9. OLD BUSINESS

A. Boundless BackYard Update

B. Parks Foundation Update

10. NEW BUSINESS

11. OPEN DISCUSSION

12. 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: Friday, November 25th at 3:00 PM

EXCELSIOR SPRINGS PARKS AND RECREATION BOARD

MEETING MINUTES

OCTOBER 28, 2025

THIS IS A DRAFT UNTIL APPROVED BY THE BOARD ON NOVEMBER 25, 2025

The Excelsior Springs Parks and Recreation Board meeting held October 28, 2025 at the Excelsior Springs Community Center was called to order by President Patrick Halfhill at 6:01 p.m.

Roll call was taken with six board members present.

MEMBERS PRESENT: President - Patrick Halfhill; Vice-President - Zac Wilkins; Secretary - Kyle Uptegrove; Sherri Branson-Hurt; Greg Broadbent; Cindy Spellman

MEMBERS ABSENT: Brandon Block, Mark Bullimore, Terri Irons

CITY COUNCIL LIAISON: absent

EXCELSIOR SPRINGS SCHOOL DISTRICT LIAISON: Doug Baker

VISITORS: none

STAFF PRESENT: Nate Williams – Director; Drake Pollard – Assistant Director - Recreation/Programs; Chad Clevenger – Manager - Parks and Open Spaces; Janet Morehead – Administrative Assistant; Alexis Blankenship - Recreation Coordinator

Zac Wilkins made the motion to approve the agenda as presented. Kyle Uptegrove seconded the motion, motion passed, 6 – 0. A show of hands vote was taken: Ayes – 6 – Sherri Branson-Hurt, Greg Broadbent, Patrick Halfhill, Cindy Spellman, Kyle Uptegrove, Zac Wilkins Nays – 0

Kyle Uptegrove made the motion to approve the minutes of the August 26, 2025 Parks and Recreation Board meeting as presented. Cindy Spellman seconded the motion, motion passed, 6 – 0. A show of hands vote was taken: Ayes – 6 – Sherri Branson-Hurt, Greg Broadbent, Patrick Halfhill, Cindy Spellman, Kyle Uptegrove, Zac Wilkins Nays – 0

Discussion was held on the Financial Reports dated October 22, 2025. Questions were asked and answered.

Kyle Uptegrove made the motion to accept the Financial Reports including the 2025 Balance Sheet dated 10/22/2025 Accounting Period 12/2025, page 1; Detail Budget Report dated 10/22/2025 for Accounting Period 12/2025, pages 1 - 4; Revenue Report dated 10/22/2025 for Accounting Period 12/2025, pages 1 - 2; Nate Williams' 2025 Working Budget through September 2025; and Nate Williams' 2026 Working Budget as presented.

Zac Wilkins seconded the motion, motion passed, 6 – 0. A roll call vote was taken: Ayes – 6 – Sherri Branson-Hurt, Greg Broadbent, Patrick Halfhill, Cindy Spellman, Kyle Uptegrove, Zac Wilkins Nays – 0

STAFF REPORTS

Alexis Blankenship announced for Brennan Kimball that volunteers would be appreciated for the set up, during and tear down of the Fall Fest decorations this Saturday, November 1.

Alexis Blankenship announced that she secured Joel Goldberg, Emmy Award winning sports broadcaster, speaker and author to speak at the Region 1 MPRA Lunch and Learn on November 18, 2025 at The View Community Center in Grandview, MO.

Fall youth sports completed their season.

Youth basketball registration deadline is November 15, 2025.

MLSGO! is being considered for the youth soccer program in the spring.

FEAT is training 20 to 30 athletes.

The Community Center welcomed 265 middle schoolers from Richmond, MO for an incentive day!

COMMITTEE REPORTS - none

OLD BUSINESS

Zac Wilkins announced that the theme for the Piccadilly, scheduled for April 18, 2026, is "Your Prom - Your Era". Presale is January 9, 2026.

Volunteering as servers - Kyle Uptegrove is wearing orange and Drake Pollard will wear blue!

The five butterfly benches for Boundless Backyard have been delivered! They are in storage until time for installation. Thank you to the Parks Foundation for four benches and the Chase Schutte Family for one!!!

NEW BUSINESS

The Excelsior Springs Parks and Recreation Department was awarded one of six Land and Water Conservation Fund Grants in Missouri. Excelsior Springs Parks and Recreation Department was awarded a $500,000 matching grant to be used for the all abilities playground area at Boundless BackYard!

The Parks and Recreation Department was also awarded $350,000 from Capital Improvements. The Parks Foundation has/will contribute $100,000 and the Parks and Recreation Department will fund the remaining $50,000 for the all abilities playground area at Boundless BackYard. These monies will be used to match the Land and Water Conservation Fund Grant of $500,000.

Nate Williams has had meetings with the Parks Committee, Community Advocates, and Robbie Farabee about what their insights are and what features would need to be included in an all abilities playground.

The Request for Proposals (RFP) is almost done. Nate Willians will have it reviewed by the Grant Administrator for suggestions and to confirm that it is written to be compliant with the LWCF grant guidelines. After approval, an RFP will then be sent to playground companies.

RFP's to be sent out in November with bids returned and reviewed by the end of the year.

The project has to be completed within two years of the award date, October 1, 2027.

Thanks for the shoutout from Harper's Playground on Facebook and LinkedIn on being awarded the LWCF Grant!

OPEN DISCUSSION

Alexis Blankenship had an article "Building Community, One Event at a Time" published in the Fall issue of the Missouri Parks and Recreation magazine!! The article highlighted Parks and Rec month and the ability of a small town to do big things if

everyone worked together to accomplish it - and she had awesome local sponsors!

Kyle Upegrove asked Doug Baker, ESSD Activities Director, what could improve the working relationship between the ES Parks and Recreation Department and the School District? Doug Baker replied that he is still getting his feet wet and will review the relationship. Sherri Branson-Hurt would like to see the relationship between the ESSD athletes and ES Parks and Recreation programs/participants stronger.

Zac Wilkins made the motion to adjourn the October 28, 2025 Excelsior Springs Parks and Recreation Board meeting. Kyle Uptegrove seconded the motion, passed 6 - 0. A show of hands vote was taken: Ayes – 6 – Sherri Branson-Hurt, Greg Broadbent, Patrick Halfhill, Cindy Spellman, Kyle Uptegrove, Zac Wilkins Nays – 0

The October 28, 2025 Excelsior Springs Parks and Recreation Board meeting was adjourned at 6:50 pm.

Sherri Branson-Hurt announced that she would bring food to the November meeting!

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210 PARKS & RECREATION

		DEBITS	CREDITS	
ASSETS				
101.02-01	POOLED CASH PARTICIPATION / RECEIPT/DISBURS ACCOUNT		86,350.33	
143.02-00	PREPAID ITEMS / INSURANCE		2,444.00	
	TOTAL ASSETS			88,794.33-
LIABILITIES				
202.01-00	CURRENT PAYABLES / ACCOUNTS PAYABLE	30,599.67		
			==========	
	TOTAL LIABILITIES		30,599.67	
FUND EQUITY				
FUND BALANCE		58,194.66		
		==========		
	TOTAL FUND EQUITY	58,194.66		
	TOTAL LIABILITIES AND FUND EQUITY			88,794.33-

REPORT SELECTIONS

Fiscal year . . . . . : 2026
Fund . . . . . : 210
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 210 PARKS & RECREATION DEPT/DIV 1001 GENERAL OPERATIONS/FUND ADMINISTRATION

BA SUB	ELE	OBJ SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
45			RECREATIONAL ACTIVITIES										
451			RECREATION										
	00		**********										
	12	00	REGULAR SALARIES & WAGES	0	27156.25	0	0	27156.25	0	.00	0	27156.25-	0
	13	00	OTHER SALARIES & WAGES	0	9020.40	0	0	9020.40	0	.00	0	9020.40-	0
	14	00	OVERTIME	0	118.02	0	0	118.02	0	.00	0	118.02-	0
	21	00	FICA/MEDICARE EXPENSE	0	2715.63	0	0	2715.63	0	.00	0	2715.63-	0
	22	01	LAGERS CONTRIBUTIONS	0	2274.11	0	0	2274.11	0	.00	0	2274.11-	0
	23	01	MEDICAL	0	6206.42	0	0	6206.42	0	.00	0	6206.42-	0
		08	BENEFIT ALLOWANCE	0	1400.00	0	0	1400.00	0	.00	0	1400.00-	0
		09	HRA BENEFIT	0	78.99	0	0	78.99	0	.00	0	78.99-	0
	24	00	WORKERS' COMPENSATION	0	994.38	0	0	994.38	0	.00	0	994.38-	0
	26	01	ADMIN FEES - SECTION 125	0	251.40	0	0	251.40	0	.00	0	251.40-	0
	33	05	MEDICAL SERVICES	0	111.00	0	0	111.00	0	.00	0	111.00-	0
		08	PAYROLL PROCESSING	0	475.85	0	0	475.85	0	.00	0	475.85-	0
	34	04	COMPUTER PROGRAMMING	0	15.00	0	0	15.00	0	.00	0	15.00-	0
	35	03	OTHER INSTRUCTORS	0	576.00	0	0	576.00	0	.00	0	576.00-	0
	41	01	ELECTRICITY	0	166.76	0	0	166.76	0	.00	0	166.76-	0
		03	WATER & SEWER	0	85.51	0	0	85.51	0	.00	0	85.51-	0
	43	02	CONTRACTS-BLDG & EQUIP	0	65.90	0	0	65.90	0	.00	0	65.90-	0
		10	VEHICLE MAINTENANCE	0	2.20	0	0	2.20	0	.00	0	2.20-	0
		11	MACHINERY & EQUIPMENT	0	5.80	0	0	5.80	0	.00	0	5.80-	0
		12	BUILDINGS & IMPROVEMENTS	0	44.46	0	0	44.46	0	.00	0	44.46-	0
		25	PARKS RELATED	0	103.71	0	0	103.71	0	.00	0	103.71-	0
		27	BALL FIELD MAINTENANCE	0	67.55	0	0	67.55	0	.00	0	67.55-	0
	44	04	MACHINERY & EQUIPMENT	0	875.00	0	0	875.00	0	.00	0	875.00-	0
	52	01	PROPERTY	0	1774.00	0	0	1774.00	0	.00	0	1774.00-	0
		04	GENERAL LIABILITY	0	1038.00	0	0	1038.00	0	.00	0	1038.00-	0
		05	AUTO	0	449.00	0	0	449.00	0	.00	0	449.00-	0
		06	CRIME	0	39.00	0	0	39.00	0	.00	0	39.00-	0
	53	01	TELEPHONE	0	36.26	0	0	36.26	0	.00	0	36.26-	0
		02	MOBILE PHONE	0	299.08	0	0	299.08	0	.00	0	299.08-	0
	54	00	ADVERTISING	0	200.00	0	0	200.00	0	.00	0	200.00-	0
	60	01	COMPUTER/OFFICE SUPPLIES	0	127.46	0	0	127.46	0	.00	0	127.46-	0
	61	02	MEDICAL SUPPLIES	0	17.88	0	0	17.88	0	.00	0	17.88-	0
		15	OTHER RECREATION RELATED	0	166.78	0	0	166.78	0	.00	0	166.78-	0
	62	01	GASOLINE & DIESEL	0	1204.34	0	0	1204.34	0	.00	0	1204.34-	0
	67	01	REGISTRATION FEES	0	375.00	0	0	375.00	0	.00	0	375.00-	0
		02	DUES & MEMBERSHIPS	0	895.00	0	0	895.00	0	.00	0	895.00-	0
	69	01	BANK/TRANSACTION CHARGES	0	2005.21	0	0	2005.21	0	.00	0	2005.21-	0
		04	ASSESSMENT LIST	0	63.12	0	0	63.12	0	.00	0	63.12-	0
	73	00	SYSTEM IMPROVEMENTS	0	5385.72	0	0	5385.72	0	.00	0	5385.72-	0
	00	**	**********	0	66886.19	0	0	66886.19	0	.00	0	66886.19-	0
451	**	**	RECREATION	0	66886.19	0	0	66886.19	0	.00	0	66886.19-	0
45	**	**	RECREATIONAL ACTIVITIES	0	66886.19	0	0	66886.19	0	.00	0	66886.19-	0

DIV 1001 TOTAL *******

FUND 210 PARKS & RECREATION DEPT/DIV 1001 GENERAL OPERATIONS/FUND ADMINISTRATION

BA SUB	ELE SUB	OBJ	ACCOUNT DESCRIPTION	*********CURRENT********** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49			RECREATIONAL ACTIVITIES										
491			RECREATION										
	00		**********										
			FUND ADMINISTRATION	0	66886.19	0	0	66886.19	0	.00	0	66886.19-	0
DEPT		10	TOTAL *******										
			GENERAL OPERATIONS	0	66886.19	0	0	66886.19	0	.00	0	66886.19-	0
FUND 210			TOTAL *********										
			PARKS & RECREATION	0	66886.19	0	0	66886.19	0	.00	0	66886.19-	0
GRAND			TOTAL *********										
				0	66886.19	0	0	66886.19	0	.00	0	66886.19-	0

CITY OF EXCELSIOR SPRINGS

FUND 210 PARKS & RECREATION

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAX REVENUES								
311		GENERAL PROPERTY TAXES								
01	00	REAL ESTATE TAX	0	898.25		0	898.25		0	898.25-
02	00	PERSONAL PROPERTY TAXES	0	1,710.05		0	1,710.05		0	1,710.05-
04	00	SUR-TAX	0	253.80		0	253.80		0	253.80-
311	**	GENERAL PROPERTY TAXES	0	2,862.10		0	2,862.10		0	2,862.10-
312		TAXES-OTHER THAN ASSESSED								
312	**	TAXES-OTHER THAN ASSESSED	0	.00		0	.00		0	.00
313		GENERAL SALES & USE TAX								
313	**	GENERAL SALES & USE TAX	0	.00		0	.00		0	.00
314		SELECTIVE SALES & USE TAX								
01	00	CIGARETTE TAX & OTHER	0	1,149.11		0	1,149.11		0	1,149.11-
314	**	SELECTIVE SALES & USE TAX	0	1,149.11		0	1,149.11		0	1,149.11-
310	***	TAX REVENUES	0	4,011.21		0	4,011.21		0	4,011.21-
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
332		CLAY COUNTY GRANTS								
332	**	CLAY COUNTY GRANTS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGE FOR SERVICES								
347		RECREATIONAL REVENUES								
02	12	ADULT SPORTS	0	500.00		0	500.00		0	500.00-
02	13	YOUTH SPORTS	0	3,290.00		0	3,290.00		0	3,290.00-
02	*	PARKS & RECREATION	0	3,790.00		0	3,790.00		0	3,790.00-
347	**	RECREATIONAL REVENUES	0	3,790.00		0	3,790.00		0	3,790.00-
340	***	CHARGE FOR SERVICES	0	3,790.00		0	3,790.00		0	3,790.00-
360		OTHER REVENUES								
361		INTEREST INCOME								
07	00	DUE ON DELQ TAXES	0	545.32		0	545.32		0	545.32-
361	**	INTEREST INCOME	0	545.32		0	545.32		0	545.32-

CITY OF EXCELSIOR SPRINGS

FUND 210 PARKS & RECREATION

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
363	RENTAL INCOME								
10 05	FIELD RENTS	0	45.00		0	45.00		0	45.00-
10 06	SHELTER RENTALS	0	300.00		0	300.00		0	300.00-
10 *	MISCELLANEOUS RENTS	0	345.00		0	345.00		0	345.00-
363 **	RENTAL INCOME	0	345.00		0	345.00		0	345.00-
365	CONTRIBUTIONS/DONATIONS								
365 **	CONTRIBUTIONS/DONATIONS	0	.00		0	.00		0	.00
369	MISC REV & REIMB EXPS								
369 **	MISC REV & REIMB EXPS	0	.00		0	.00		0	.00
360 ***	OTHER REVENUES	0	890.32		0	890.32		0	890.32-
390	OTHER FINANCING SOURCES								
391	OPERATING TRANSFERS IN								
391 **	OPERATING TRANSFERS IN	0	.00		0	.00		0	.00
392	PROCEEDS FROM ASSET SALE								
392 **	PROCEEDS FROM ASSET SALE	0	.00		0	.00		0	.00
393	PROCEEDS FROM FINANCING								
393 **	PROCEEDS FROM FINANCING	0	.00		0	.00		0	.00
390 ***	OTHER FINANCING SOURCES	0	.00		0	.00		0	.00
FUND TOTAL	PARKS & RECREATION	0	8,691.53		0	8,691.53		0	8,691.53-
GRAND TOTAL		0	8,691.53		0	8,691.53		0	8,691.53-

F LEDGER	ACCT NUM.	ACCOUNT TITLE and DETAIL	DATE	QUANTITY	UNIT COST	TOTAL UNIT COST	SECTION TOTAL	2025 BUDGET PROJECTION	2025 BUDGET FIGURE		
210.1001.451	12.00	Regular Salaries & Wages					$ -	$ 320,827.00	$ 320,827.00	$ 320,827.00	0.00%
210.1001.451	13.00	Other Salaries & Wages					$ -	$ 85,342.00	$ 85,342.00	$ 85,342.00	0.00%
210.1001.451	14.00	Overtime					$ -	$ 1,800.00	$ 1,800.00	$ 1,800.00	0.00%
210.1001.451	15.01	Vacation					$ -	$ -	$ -		#DIV/0!
210.1001.451	15.02	Sick Pay					$ -	$ -	$ -		#DIV/0!
210.1001.451	15.03	Comp Time					$ -	$ -	$ -		#DIV/0!
210.1001.451	21.00	FICA/Medicare Expense					$ -	$ 31,210.00	$ 31,210.00	$ 31,210.00	0.00%
210.1001.451	22.01	LAGERS Contributions					$ -	$ 26,455.00	$ 26,455.00	$ 26,455.00	0.00%
210.1001.451	23.01	Medical					$ -	$ 50,750.00	$ 50,750.00	$ 50,750.00	0.00%
210.1001.451	23.02	Dental					$ -	$ -	$ -		#DIV/0!
210.1001.451	23.03	Vision					$ -	$ -	$ -		#DIV/0!
210.1001.451	23.05	K.C. Life					$ -	$ -	$ -		#DIV/0!
210.1001.451	23.06	Long Term Disability					$ -	$ -	$ -		#DIV/0!
210.1001.451	23.08	Benefit Allowance					$ -	$ 15,600.00	$ 15,600.00	$ 15,600.00	0.00%
210.1001.451	24.00	Workers' Compensation					$ -	$ 11,064.00	$ 11,064.00	$ 11,064.00	0.00%
210.1001.451	26.01	Admin Fees - Section 125					$ -	$ 1,642.00	$ 1,642.00	$ 1,642.00	0.00%
210.1001.451	27.00	Community Center Memberships					$ -	$ 1,871.00	$ 1,871.00	$ 1,871.00	0.00%
210.1001.451	29.05	Employee Appreciation					$ 11.85	$ 400.00	$ 388.15	$ 400.00	2.96%
		Walmart - Christmas cactus for Jeff Anderson	11/12/2025			$11.85					

210.1001.451	33.01		Legal					$ -	$ -	$ -	$ -	#DIV/0!
210.1001.451	33.03		Consulting/Engineering					$ -	$ -	$ -	$ -	#DIV/0!
210.1001.451	33.05		Medical					$ -	$ 800.00	$ 800.00	$ 800.00	0.00%
210.1001.451	33.08		Payroll Processing Fees					$ -	$ 5,555.00	$ 5,555.00	$ 5,555.00	0.00%
210.1001.451	34.04		Computer Programming					$ 15.00	$ 1,030.00	$ 1,015.00	$ 1,030.00	1.46%
			Smore - weekly Board report	10/4/2025			$15.00					

210.1001.451	35.01		Contract Labor/ Recreation Officials					$ -	$ 7,500.00	$ 7,500.00	$ 7,500.00	0.00%
210.1001.451	35.02		Contract Labor/ Exercise Instructors					$ -	$ -	$ -		#DIV/0!
210.1001.451	35.03		Contract Labor/ Other Instructors					$ 576.00	$ 8,000.00	$ 7,424.00	$ 8,000.00	7.20%
			ES Golf Course - (9) youth golf campers	10/30/2025			$576.00					
210.1001.451	41.01		Electricity					$ 166.76	$ 12,000.00	$ 11,833.24	$ 12,000.00	1.39%
			Ameren #2	10/27/2025			$166.76					

210.1001.451	41.03		Water & Sewer					$ 703.69	$ 7,000.00	$ 6,296.31	$ 7,000.00	10.05%
			Cycle 1 Waterr	10/9/2025			$ 310.07					
			Cycle #2 Water	!0/24/2025			$85.51					
			Cycle 1 Waterr	11/9/2025			$308.11					
210.1001.451	41.05		Refuse Collection					$ -	$ -	$ -	$ -	#DIV/0!
210.1001.451	43.02		Contracts - Building & Equipment					$ 65.90	$ 1,800.00	$ 1,734.10	$ 1,800.00	3.66%
			Best Security - alarm monitoring	10/24/2025			$65.90					

210.1001.451	43.10		Vehicles					$ 2.20	$ 2,600.00	$ 2,597.80	$ 2,600.00	0.08%
			Scotts Bargain Barn - 2.5" clearance rod for PW dumptruck	10/14/2025			$ 2.20					
210.1001.451	43.11		Machinery & Equipment					$ 5.80	$ 3,000.00	$ 2,994.20	$ 3,000.00	0.19%

		Scott's Bargain Barn - trailer plug, marker light for pressure washer		10/22/2025			$ 5.80					

210.1001.451	43.12		Buildings & Improvements					$ 44.46	$ 10,000.00	$ 9,955.54	$ 10,000.00	0.44%
			Walmart - filters, batteries	10/22/2025			$44.46					
210.1001.451	43.25		Parks Related					$ 2,059.49	$ 12,000.00	$ 9,940.51	$ 12,000.00	17.16%
			Westlake - bolts for Century Bark	10/23/2025			$ 1.66					
			Menards - oil for pergola	10/21/2025			$ 26.29					
			Westlake - hole saw w/ arbor, hole saw	10/16/2025			$ 32.98					
			Spartan Athletic - safety end caps	10/16/2025			$ 42.78					
			Scotts Bargain Barn - C25Qtank, cutoff wheels	11/4/2025			$ 54.79					
			Foster Bro Wood Products - kiddie cushion	10/30/2025			$ 1,885.00					
			Westlake - propane	11/13/2025			$ 15.99					

210.1001.451	43.27		Ball Field Maintenance					$ 67.55	$ 1,200.00	**$ 1,132.45**	**$ 1,200.00**	5.63%
			Westlake - paint rollers, masking tape for Piburn backstop	10/2/2025			$9.58					
			Westlake - masking tape for Piburn backstop	10/9/2025			$3.99					
			Feldmans - paint thinner, yellow paint	10/7/2025			$58.76					
			Feldmans - returned paint thinner, yellow paint	10/9/2025			-$58.76					
			Feldmans - paint thinner, yellow paint	10/9/2025			$53.98					
210.1001.451	43.28		Walk Trail Maintenance					$ -	$ 5,000.00	**$ 5,000.00**	**$ 5,000.00**	0.00%

210.1001.451	43.29		Lake Maintenance					$ -	$ 300.00	$ 300.00	$ 300.00	0.00%
210.1001.451	43.30		Splash Park Maintenance					$ -	$ 1,500.00	$ 1,500.00	$ 1,500.00	0.00%

210.1001.451	44.02		Office Equipment					$ -	$ 100.00	$ 100.00	$ 100.00	0.00%
210.1001.451	44.04		Machinery & Equipment					$ 875.00	$ 8,000.00	$ 7,125.00	$ 8,000.00	10.94%
			Cyclone - portable restrooms	10/31/2025			$875.00					
210.1001.451	44.06		Land Rentals					$ 613.75	$ 3,100.00	$ 2,486.25	$ 3,100.00	19.80%
			ESSD - facility rental for July, August, September	10/1/2025			$613.75					
210.1001.451	52.01		Property					$ -	$ 19,414.00	$ 19,414.00	$ 19,414.00	0.00%
210.1001.451	52.02		Inland Marine					$ -	$ -	$ -	$ -	#DIV/0!
210.1001.451	52.04		General Liability Insurance					$ 700.00	$ 4,757.00	$ 4,057.00	$ 4,757.00	14.72%
			UTC - Trail Insurance Coverage	10/1/2025			$700.00					
210.1001.451	52.05		Auto					$ -	$ 5,382.00	$ 5,382.00	$ 5,382.00	0.00%
210.1001.451	52.06		Crime					$ -	$ 470.00	$ 470.00	$ 470.00	0.00%

210.1001.451	53.01		Telephone					$ 139.90	$ 1,500.00	$ 1,360.10	$ 1,500.00	9.33%
			United Fiber - internet for shop	10/2/2025			$69.95					
			United Fiber - internet for shop	11/4/2025			$69.95					
			United Fiber - 911 For Rainbow Splash Park									
210.1001.451	53.02		Mobile Phone					$ 299.08	$ 4,000.00	$ 3,700.92	$ 4,000.00	7.48%
			verizon				$299.08					
210.1001.451	54.00		Advertising					$ 200.00	$ 1,500.00	$ 1,300.00	$ 1,500.00	13.33%
			ES Park Foundation - bricks for Board members (Jake & Scott)	10/3/2025			$200.00					

210.1001.451	55.00		Printing					$ -	$ 800.00	$ 800.00	$ 800.00	0.00%
210.1001.451	58.01		Hotel Room					$ 145.26	$ 3,500.00	$ 3,354.74	$ 3,500.00	4.15%
			Old Kinderhook - MPRA Directors Summit for Nate	11/14/2025			$145.26					
210.1001.451	58.04		Meals					$ -	$ 1,100.00	$ 1,100.00	$ 1,100.00	0.00%

210.1001.451	60.01		Computer/ Office Supplies					$ 127.46	$ 500.00	$ 372.54	$ 500.00	25.49%
			Amazon - binder dividers	10/6/2025			$9.99					
			Walmart - planner, ink	10/22/2025			$117.47					
210.1001.451	60.03		Postage					$ -	$ 75.00	$ 75.00	$ 75.00	0.00%
210.1001.451	61.02		Medical Supplies					$ 17.88	$ 50.00	$ 32.12	$ 50.00	35.76%
			Walmart - wraps	10/22/2025			$17.88					
210.1001.451	61.03		Janitorial Supplies					$ -	$ 100.00	$ 100.00	$ 100.00	0.00%

210.1001.451	61.04		Uniforms & Clothing					$ 89.98	$ 2,700.00	$ 2,610.02	$ 2,700.00	3.33%
			Wrangler - jeans for Chad	11/2/2025			$89.98					
210.1001.451	61.06		Chemicals					$ -	$ 1,000.00	$ 1,000.00	$ 1,000.00	0.00%
210.1001.451	61.07		Minor Equipment Purchase					$ -	$ 500.00	$ 500.00	$ 500.00	0.00%

210.1001.451	61.15		Other Recreation Related					$ 332.66	$ 12,000.00	$ 11,667.34	$ 12,000.00	2.77%
			Sams - HOCO tailgate supplies	10/13/2025			$137.37					
			Walmart - tailgate supplies	10/16/2025			$29.41					
			Oriental Trading - candy canes	11/5/2025			$0.88					
			Gigsalad - Santa for Candy Cane Hunt	11/6/2025			$165.00					

210.1001.451	61.18		Other Park & Rec Related (Concession Supplies)					$ -	$ 100.00	$ 100.00	$ 100.00	0.00%
210.1001.451	61.30		Miscellaneous					$ -	$ 100.00	$ 100.00	$ 100.00	0.00%
210.1001.451	62.01		Gasoline & Diesel					$ 1,204.34	$ 13,000.00	$ 11,795.66	$ 13,000.00	9.26%
			city pumps				$1,204.34					
210.1001.451	62.02		Oil & Lubricant					$ -	$ 1,200.00	$ 1,200.00	$ 1,200.00	0.00%

210.1001.451	67.01		Registration Fees					$ 1,165.00	$ 3,500.00	$ 2,335.00	$ 3,500.00	33.29%
			MPRA - Directors Summit for Nate	10/6/2025			$75.00					
			KCMPRDA - Annual Banquet	10/14/2025	4.00	$ 75.00	$300.00					
			MPRA - Conference for Lexi	11/17/2025			$395.00					
			MPRA - Conference for Nate	11/17/2025			$395.00					
210.1001.451	67.02		Dues & Memberships					$ 1,195.00	$ 2,300.00	$ 1,105.00	$ 2,300.00	51.96%
			MPRA - Annual Membership	10/7/2025			$895.00					
			Clay County Health - RSP seasonal permit	11/2/2025			$300.00					
210.1001.451	69.01		Bank/Transaction Charges					$ -	$ 22,700.00	$ 22,700.00	$ 22,700.00	0.00%
210.1001.451	69.04		Assessment List					$ -	$ 13,100.00	$ 13,100.00	$ 13,100.00	0.00%

210.1001.451	71.00		Land Purchases					$ -	$ -	$ -	$ -	#DIV/0!
210.1001.451	72.00		Buildings Purchased					$ -	$ -	$ -	$ -	#DIV/0!
210.1001.451	73.00		System Improvements					$ 5,393.53	$ 6,000.00	$ 606.47	$ 6,000.00	89.89%
			Westlake - pex tee	10/1/2025	MILPRK		$ 4.59					
			Westlake - shut off valve	10/2/2025	MILPRK		$ 12.99					
			Westlake - pipe pex for water line	10/7/2025	MILPRK		$ 6.59					
			Westlake - deck screws	10/15/2025	MILPRK		$ 18.49					
			Menards - grout, nails, trim, mortar	10/21/2025	MILPRK		$ 827.67					
			Menards - returned dricap, screed, strand shake	10/21/2025	MILPRK		$ (168.02)					
			Westlake - screws	10/22/2025	MILPRK		$ 7.16					
			Westlake - flex coupling, elbows, coupler	10/16/2025	MILPRK		$ 24.95					
			Westlake - returned elbows	10/29/2025	MILPRK		$ (14.57)					
			Westlake - elbows, coupling, p trap	10/16/2025	MILPRK		$ 25.56					
			Westlake - pvc pipe, plumbers putty	10/29/2025	MILPRK		$ 10.58					
			Westlake - returned elbows, coupling, elbow	10/29/2025	MILPRK		$ (9.97)					
			Westlake - couplings, elbows, pex clamp, valve, poly tube	10/16/2025	MILPRK		$ 39.90					
			Lowes - lag screws	10/2/2025	MILPRK		$ 12.36					
			Supreme Paints & Coatings - urethane, epoxy paint	10/16/2025	MILPRK		$ 1,013.80					
			Concrete Floor Supply - paint flakes	10/16/2025	MILPRK		$ 107.47					
			Home Depot - lights for restrooms	10/20/2025	MILPRK		$ 213.36					
			Home Depot - electric heaters for restrooms	10/21/2025	MILPRK		$ 367.07					
			Gordon Electric Supply - ringless socket meter	10/21/2025	MILPRK		$ 369.97					
			Home Depot - outdoor circuit breaker enclosure	10/21/2025	MILPRK		$ 197.00					
			Home Depot - motion sensor for restrooms	10/20/2025	MILPRK		$ 149.94					
			Gordon Electric Supply - tax refund	10/23/2025	MILPRK		$ (32.17)					
			Home Depot - paint, locknuts, bushings, straps	10/27/2025	MILPRK		$ 218.91					
			123 Security Products - door controls for restrooms	10/27/2025	MILPRK		$ 1,480.00					
			Reeves-Wiedeman Co - adapter, reducer, plugs, nuts	10/29/2025	MILPRK		$ 334.07					
			Westlake - painters tape, j bend, nutslip, washers, wall bend	10/30/2025	MILPRK		$ 44.92					
			Westlake - returned washers, nutslips, wall bend, j bend	10/30/2025	MILPRK		$ (24.94)					
			Westlake - nuts, bolts	10/30/2025	MILPRK		$ 7.12					
			Menards - stone veneer mortar, base coat, xylol	11/6/2025	MILPRK		$ 82.96					
			Westlake - wax bowl rings, crimp ring, toilet bolts	11/12/2025	MILPRK		$ 19.57					
			Westlake - adapters, flux, hex bushing, connectors	11/13/2025	MILPRK		$ 46.20					

210.1001.451	74.01		Machinery Purchased					$ -	$ 6,000.00	$ 6,000.00	$ 6,000.00	0.00%
210.1001.451	74.02		Vehicles Purchased					$ -	$ -	$ -	$ -	#DIV/0!
210.1001.451	75.00		Office Related Purchases					$ -	$ -	$ -	$ -	#DIV/0!
210.1001.491	89.01		Transfer to General					$ -	$ 17,500.00	$ 17,500.00	$ 17,500.00	0.00%
210.1001.491	89.10		Transfer to General - Technology					$ -	$ -	$ -	$ -	#DIV/0!
210.1001.491	89.11		Transfer to Comm Dev					$ -	$ 60,000.00	$ 60,000.00	$ 60,000.00	0.00%
210.0000.347	02-01		Sponsorships		Sponsor	Coordinator	Check Received					
			50/50 raffle from Fall Fest proceeds		50/50 raffle	Lexi	X					

EXCELSIOR SPRINGS

PARKS AND RECREATION BOARD MEETING

NOVEMBER 25, 2025

STAFF REPORTS

PARKS MAINTENANCE REPORT

- ★ Power washed shelters, and playground equipment at Siloam Mtn. Sunnyside, and East Valley
- ★ Planted Forest Relief Trees
- ★ Met with MDC Community Forester regarding tree planting grant for Boundless Backyard
- ★ Blew leaves from trails
- ★ Completed winterization of restrooms and drinking fountains
- ★ Removed two trees that had uprooted and were suspended over the trail along Lover's Lane
- ★ Cleaned, serviced, installed blade,and delivered 2018 John Deere 825M to Community Center
- ★ Watered recently planted trees and shrubs
- ★ Deliver and pickup Polaris Ranger for repairs
- ★ Preparing snow removal equipment
- ★ Playground inspections
- ★ Completing Boundless restroom (plumbing, electrical, painting, stone veneer, epoxy floors, fiberglass reinforced panels, and fixtures)

RECREATION REPORT

SPORTS / NUMBERS

- Basketball Numbers
    - U6: 34
    - U8: 43
    - U10: 50
    - U12: 39
    - Basketball Total: 166
    - TNT: 23
    - Total (TNT + Basketball): 189

NEW PROGRAMS & CAMPS

- **NEW!** MLSGO! was approved at Council so we will be moving forward with that!

- **NEW!** We will be hosting an ESports tournament this winter break with Kendra Beaver (KC Parks) and teams from Columbia, Florissant, Sedalia, & Wentzville. The games played will be Fortnite, Mario Kart, Super Smash Bros, and Rocket League.

- **NEW!** We are talking with the Mid-Continent Library about potentially installing a "storybook trail" at one of our parks!

Other News

- The ESHS Alumni Volleyball Tournament was on November 1st. We had 5 teams signed up. Shoutout to Coach Price and her team - they did an amazing job with the event.

- Candy Cane Hunt will be **December 6th** at 9:00am! Looking for volunteers & donations (candy canes & snacks)!

- I helped plan another MPRA Lunch & Learn for November 18th. The speaker was Emmy Award winning broadcaster and speaker, Joel Goldberg! We had 50+ attendees.

FEAT PERFORMANCE

- November numbers are steady. We have had a college athlete return for thanksgiving break. She plays soccer at Louisiana Tech.
- In winter, athlete numbers will increase.
- FEAT is receiving referrals from area physical therapy clinics.
- We are running a speed and agility camp November 24th, 25th, and 26th at 1pm in the community center job.

Other News:

- Kearney High school girls swim team has started practices after school. They have 24 athletes this season.

ESPR Board Weekly Update 11.7.2025

"Either find a way or make a way."

Get to Know...

.

Updates...

Division Updates

- Fall sports are now complete and planning is underway for winter sports
- Fall Fest was held on November 1st and saw at least 800 people come through
- Tons of activities going on through the ESCC: https://www.es-prcc.com/upcoming-events
  - Be sure to check out all the events coming up!

Parks Foundation Bricks

The brick orders are ongoing for Rainbow Splash Park. I will have flyers on tables at the upcoming Chamber Luncheon to market the bricks.

With the new budget year, I did order bricks for Jake & Scott as past Board members.

Excelsior Springs Park & Rec Foundation Raising Money for Better Parks Donor Site

The Excelsior Springs Park and Recreation Foundation is continuing to raise money to create and enhance our community's parks. After the Rainbow Splash Park was completed, an area was identified near the entrance to the park for bricks to celebrate, commemorate, and memorialize the people that are connected to Excelsior Springs - local or far away.

bricksrus.com

Boundless BackYard

The Parks Foundation will be covering the cost and working with donors for 5 butterfly benches that will be set around the trail at the butterfly haven. The crew has been working hard on the restroom area, and it is coming along nicely!

I am finishing up the RFP, but a snag in the process after discussing with the City Attorney. I am working through the process to get some more definitive designs with the Landscape Architect at Harper's Playground.

Navitas

Indoor Pool and Spa will close beginning Monday, October 20, for deep cleaning, important repairs, and replacement of the rooftop dehumidification and HVAC units. While we don't have an official reopening date yet, we anticipate the closure will last at least a month.

To keep you swimming, the Competition Pool hours are expanding:

Monday- Friday: 5:00 AM- 8:45 PM
Saturday: 7:00 AM- 6:45 PM
Sunday: 8:00 AM- 4:45 PM

We have now had the large perimeter ductwork sandblasted off, and are seeking a commercial cleaning company to come in and finish the cleaning process for us. The window tint was also removed this week and made the outside look so much better. While this work is being completed, we are working to schedule the natatorium lights to be replaced, rusty areas cleaned up and repainted, walkway tile work by spa to be repaired, and water fountain to be removed.

Meals and a Visit Program

This week we got the contract approved to go through the ES Hospital for the meals. The next step will be to hold interviews and get the P/T position hired to run the program.

Regent Skate Park

This week I had a zoom call with our rep from American Ramp Co to discuss what the future of our skate park could look like. I shared with him my future plans for the park that would not begin until at least after Boundless BackYard is complete. He was excited to see the ideas and said it would be one of the first like it in our area if we are able to get it done. It would include a pump track

along with a bicycle playground for smaller kids to learn how to ride on the more advanced features of the pump track and skate park.

Next Week

Tuesday - Office closed for holiday
Thursday & Friday - MPRA Director's Summit at Old Kinderhook - this is an exciting new event that brings Directors from across the state to collaborate, share insights, and explore innovative solutions for the challenges faced by agency leaders.
Saturday - KC Metro P&R Director's Association Banquet at the KC Zoo

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Excelsior Springs Parks, Recreation, & Community Center

I hope you all have a great weekend.

Nate Williams, CPRP, AFO
Director of Parks, Recreation, and Community Center
Email: natewilliams@es-prcc.com
Website: es-prcc.com
Location: 500 Tiger Dr, Excelsior Springs, MO
Phone: 816.630.1040
Facebook: facebook.com/ESParksandRec

Nate Williams
Nate is using Smore to create beautiful newsletters

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(503) 730-5445 harpersplayground.org

OFFER FOR PROFESSIONAL CONSULTING SERVICES

November 14, 2025

Mr. Nate Williams
Director of Parks, Rec and Community Center
500 Tiger Drive
Excelsior Springs, MO 64024

Project: Boundless Backyard, EXC2025-01

Dear Nate,

Thank you for the opportunity to propose professional services for the Boundless Backyard inclusive playground project. We are thrilled to be offering concept plan design, based on the community feedback already gathered, and the initial sketch that you've shared.

We look forward to contributing to the project with our unique lens of inclusive and natural playground design, and are eager to build on our collaboration. Please review and let us know if you have any questions.

Sincerely,

Caroline Templeton
Harper's Playground

HARPER'S PLAYGROUND
920 SW 6th Ave. Suite 1300 Portland, Oregon 97204
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APPENDIX A
OVERVIEW OF SERVICES

Concept Plan - Design (T1)

1. **Project Background.**
   Review of existing design sketch, base maps, aerial photography, community input, initial client direction and other resources.

2. **Concept Plan, Version 1.**
   Based on insights from project background, prepare an informal hand drawn concept plan showing material layout, equipment areas, planting areas, and site artwork concept.

3. **Concept Plan, Version 2.**
   Refinements and adjustments based on client and stakeholder review and comments on Version 1. Prepare revised informal hand drawn concept plan to confirm final direction.

4. **Final Concept Plan, Version 3.**
   Digitally drafted and labelled color plan based on approved Version 2 for client use in project bidding, funding, marketing etc.

5. **Meetings.**
   Up to (5) one hour virtual meetings as needed for coordination and feedback.

Reimbursables (T8)

6. Materials and incidental expenses associated with graphics and reproduction invoiced at 1.12 times cost.

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APPENDIX B
BILLING SUMMARY

TASK #	TASK	FEE
T-1	Concept Plan - Design	$10,300.00
T-2	Reimbursables	$200.00
		$10,500.00

You may not want us to provide some of the services listed above. We can discuss these services and the number of hours with you and make adjustments, as necessary.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.

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APPENDIX C
SUMMARY OF EXCLUSIONS

The summary of Services and billing provided in this SOW does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

1. Professional services of subconsultants, e.g., geotechnical and traffic engineers, or wetlands, wildlife, arborists and other specialists, if required by the appropriate review agency.

2. Preparation, submittal, or securing of permits including, but not limited to:
   (a) Forest Practices Applications or permits from the Department of Natural Resources for logging operations.
   (b) National Pollutant Discharge Elimination Systems Baseline General Permits or the associated Notice of Intent from the Department of Ecology for stormwater discharge to surface waters.
3. Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of others.
4. Costs associated with the publication of legal notices in the newspaper.
5. Costs associated with the preparation and installation of public notice signs.
6. Costs associated with title reports or other legal documents.
7. Preparation of documents using metric units of measure.
8. Dividing the design work into more than one phase of work.
9. Any other items which Consultant notifies Client are not included.

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EXHIBIT 2
FORM OF CHANGE ORDER

This change order (the **"Change Order"**) hereby amends the Scope of Work dated April 2, 2025 (the **"SOW"**), which is incorporated by reference into and made a part of the Professional Consulting Services Agreement, dated _____ between Harper's Playground and City of Excelsior Springs (the **"Agreement"**). Capitalized terms used but not defined herein have the meaning assigned to them under the Agreement.

1. Mutual Change Order. In accordance with Section 3 of the Agreement, the Parties agree to make the following additions or modifications to, or deductions from, the Services as follows:

Updated Estimated Completion Date:
Updated Total Estimated* Contract Price: $
Additional Services:
Updated Payment Terms:

2. No Other Amendments. Except as modified by this Change Order, all other terms and conditions of the Agreement, as may have been amended or modified by prior amendments or Change Orders, remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

HARPER'S PLAYGROUND	**CITY OF Excelsior Springs**
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

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EXHIBIT 3

BILLING RATES

Design Services	Standard
Principal	$245
Design Director	$192
Landscape Designer	$153
Administration	$105

Hourly Consulting Services	Standard
Principal / Design Director	$215

Charges for Other Direct Costs, Outside Services, and facilities furnished by Harper's Playground are computed on the basis of actual cost-plus 12 percent.

HARPER'S PLAYGROUND
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CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this **"Agreement"**) dated as of April 2, 2024 is entered into by and between Harper's Playground, an Oregon nonprofit corporation (**"Consultant"**), and the City of Excelsior Springs, a Missouri municipal corporation (**"Client"**). In **this** Agreement, Consultant and Client, together, may be referred to as the **"Parties"** or, singularly, as a **"Party."** This Agreement is effective as of the date of the latest signature below (the **"Effective Date"**).

Consultant and Client agree as follows:

1. Services. Consultant shall provide the consulting services (the **"Services"**) as described in the Scope of Work (**"SOW"**) attached as Exhibit 1, at the location specified in the SOW (the **"Project Site"**). Technical memos, plans, and other documents prepared incident to the completion of the Services are referred to as the **"Deliverables"**. The Services and Deliverables to be provided by Consultant may together be referred to as the **"Project"**.

2. Fees and Payment Terms.

a. Fees. Consultant will provide Services and Deliverables in exchange for the fees contained in the SOW.

b. Payment Terms. Unless otherwise specified in the SOW, Client shall render payments within fifteen (30) days of: (1) receipt of an invoice from Consultant, or (2) the day on which Consultant completes the Services.

c. Late Payments. If Client fails to make full and timely payment, overdue amounts will incur monthly compounding interest at a rate of one-percent (1%) per month, compounded daily. Consultant reserves the right to suspend performance if Client fails to pay any

amounts when due.

d. Expenses. The Client will be obligated to reimburse Consultant for certain expenses incurred in the completion of the Services contemplated by this Agreement. These reimbursable expenses include all costs related to transportation, printing, meals and lodging, computer services, phone services, and other expenses not necessarily related to Services but incidental to their completion, at the discretion of Consultant.

Expenses related to outside contractors or consultants will be billed at cost directly to the Client.

3. **Change Orders.** Clients may, through written communication to Consultant, request changes to the Services to be provided under this Agreement ("**Change Order(s)**"). All Change Orders are subject to approval and cost review by Consultant. Consultant will provide, within fourteen (14) days from the receipt of a request for a Change Order, notification to Client whether the requested Change Order has been approved, and if approval is granted, a written Change Order, substantially in the form set forth in the Form of Change Order, attached hereto as Exhibit 2, setting forth any estimated cost or completion date modifications. All additional costs incurred by Consultant in implementing the Change Order shall be fully reimbursed by Client.

4. **Client Obligations.** Client will make best efforts to:

   a. Cooperate with Consultant in all matters relating to the Services and appoint a Client employee, in writing, which may be changed by Client from time-to-time, to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement (**"Client Contact"**). In the absence of any appointment under this Section 4(a), the Client representative executing this Agreement will serve as the Client Contact;
   b. Provide access to Client's premises and other facilities as may reasonably be requested by Consultant, for the purposes of performing the Services;

c. Respond promptly to any Consultant request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Consultant to perform the Services in accordance with the requirements of this Agreement; and
d. Provide such information as the Consultant may reasonably request, in order to carry out the Services, in a timely manner, and ensure it is complete and accurate in all material respects.

5. Termination.

a. For Cause. This Agreement may be terminated for cause by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Failure to pay by Client is a substantial failure to perform and a basis for termination.
b. Without Cause. This Agreement may be terminated without cause by Consultant upon seven (7) days written notice. In this event, invoicing will be adjusted to accurately reflect Services rendered and will not include billing for any Services that have not been performed. In the case of cancellation by Consultant, Client shall be excused of any further performance obligations under this Agreement except for those related to payment for Services already performed.
c. Consequences of Termination. In any event of termination under this Section 4, Consultant will be entitled to invoice Client and to receive full payment for all Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services. If flat-fee Services are terminated before completion of the Services, Consultant will issue an invoice proportional to the percentage of Services completed. Under no circumstances will the Consultant be obligated to issue a refund of any partial payment.
d. Surviving Terms. The relevant terms and conditions found in this Section

and Sections 2, 6, 8, 9, 10, and 11, as well as any right or obligation of the Parties which, by its nature, should survive the termination or expiration of this Agreement, will survive any such expiration or termination.

6. Representations and Warranties.

a. CONSULTANT MAKES NO REPRESENTATIONS, WARRANTIES, ASSURANCES, OR GUARANTEES, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH ANY SERVICES PERFORMED OR FURNISHED BY CONSULTANT. IN THE COURSE OF PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT CONSULTANT MAY USE OR RELY UPON DESIGN ELEMENTS OR INFORMATION ORDINARILY AND CUSTOMARILY FURNISHED BY OTHERS, INCLUDING, BUT NOT LIMITED TO, ENGINEERS, SPECIALTY CONTRACTORS, MANUFACTURERS, SUPPLIERS, AND THE PUBLISHERS OF TECHNICAL STANDARDS. CONSULTANT MAKES NO REPRESENTATIONS, WARRANTIES, ASSURANCES, OR GUARANTEES REGARDING THE SERVICES PROVIDED INCIDENT TO THIS AGREEMENT BY ANY OTHER PARTY OR OTHER ENTITY.

b. CONSULTANT SHALL NOT, AT ANY TIME, SUPERVISE, DIRECT, CONTROL, OR HAVE AUTHORITY OVER ANY WORK PERFORMED AT THE PROJECT SITE INCIDENT TO THIS AGREEMENT BY ANY SUBCONTRACTOR, THIRD PARTY, OR OTHER ENTITY NOT MADE PARTY TO THIS AGREEMENT. CONSULTANT MAKES NO REPRESENTATIONS, WARRANTIES, ASSURANCES, OR GUARANTEES REGARDING THE PROCEDURES, SAFETY AND COMPLIANCE PRACTICES, TECHNIQUES, METHODS, OR MEANS EMPLOYED BY ANY OTHER PARTY THAT MAY PERFORM ANY SERVICES AT THE PROJECT SITE.

c. CONSULTANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS

AGREEMENT MAY NOT EXCEED THE TOTAL COST OR THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT PURSUANT TO THIS AGREEMENT FOR THE SERVICES, EXCLUDING ANY AMOUNT CLIENT PAID CONSULTANT FOR EXPENSES. CLIENT'S SOLE AND EXCLUSIVE REMEDY IS RE-PROVISION OR CORRECTION OF THE SERVICES.

7. **Insurance.** Consultant will maintain such insurance coverage as required by law through industry standard policies, potentially including if applicable, but not limited to, worker's compensation, general liability, and professional liability. Client shall purchase and maintain such comprehensive general liability and other insurance as is required by law or as is appropriate for the Services being performed to the satisfaction of Consultant, and shall furnish proof of insurance to Consultant upon request.

8. **Confidentiality and Non-Disclosure.** "Confidential Information" refers to any non-public information and materials that may be disclosed or otherwise made available between the Parties, in any form, that are marked or identified as confidential or proprietary at the time of disclosure; or provided under circumstances reasonably indicating their confidentiality. Any information or materials that relate to this Agreement or an SOW (including pricing and terms) will be considered Confidential Information, whether or not marked as such. For as long as this Agreement is in effect and for five (5) years thereafter, Client and Consultant will:
    a. hold the Confidential Information in confidence and not disclose it to any third-party;
    b. not use the Confidential Information for any purpose except for the performance of obligations under this Agreement; and
    c. take reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information.

9. **Indemnity.** Client shall indemnify and hold harmless Consultant from and against all losses damages, liabilities, deficiencies, actions, judgments, interest,

awards, penalties, fines, costs, or expenses, of whatever kind (including reasonable attorney's fees) arising out of or resulting from a third-party action relating to Consultant's provision of the Services to Client. Consultant will promptly notify Client in writing of any such third-party action brought against it and cooperate with Client at Client's sole cost and expense. Client shall immediately take control of the defense and investigation of any such action and employ counsel of its choice to handle and defend the same, at the Client's sole cost and expense. Client shall not settle any action without Consultant's prior written consent. Consultant's failure to provide Client with the notice required by this section will not relieve Client of its obligations under this section except to the extent that Client can demonstrate that it has been materially prejudiced as a result of such failure. Consultant may participate in and observe the proceedings at its own cost and expense.

10. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, **"Intellectual Property Rights"**) in and to all documents, work product, Deliverables, and other materials shall be owned exclusively by Consultant and its licensors. Consultant hereby grants Client a limited, revocable, perpetual, royalty-free, non-transferable, non-sublicensable, worldwide, non-exclusive license to use, display, and reproduce the Deliverables for the Project.

11. Miscellaneous.

a. Media and Publicity. Consultant shall be credited by Client for Consultant's involvement in the Services, in all forms of media coverage (print, online, social, in-person) related to the Project Site, including all imagery and graphics related thereto.

b. Entire Agreement. This Agreement, together with any Deliverables and referenced documents, including the SOW, any Change Orders, and any documents attached thereto, makes up the only and entire agreement between the Parties. This Agreement replaces any previous statements, understandings, representations, warranties, or agreements between the Parties that relates to Consultant providing the Services to Client. If any inconsistency arises between the terms and conditions of this Agreement and the terms and conditions of the SOW, then the terms and conditions of the SOW will supersede the terms and conditions of this Agreement and be controlling on the Parties.

c. Successors, Assigns, and Beneficiaries. Client may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section shall be null and void. Consultant, however, may subcontract the Services or portions thereof. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors and permitted assigns, there are no third-party beneficiaries under this Agreement.

d. Amendments. No amendment, supplementation, or modification of this Agreement will be effective unless it is in writing and signed by the Parties. Any amendments to this Agreement shall be memorialized in the form of a change order, attached hereto as Exhibit 2.

e. Waiver. No failure to exercise any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any right hereunder precludes any

other or further exercise thereof or the exercise of any other right.

f. Force Majeure. No Party shall be liable or be deemed to have breached this Agreement, for any failure or delay in fulfilling this Agreement when and to the extent such failure or delay is caused by or results from events outside of the Parties' reasonable control (**"Force Majeure Events"**), including but not limited to: (a) acts of God; (b) flood, fire, earthquake, emergencies, epidemics or pandemics, or explosion; (c) government order or law, including those related to public health; (d) or any other event outside of the Parties' reasonable control that would render performance illegal, impossible, or impracticable. The affected Party shall resume performance under this Agreement as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

g. Severability. If any term or provision of this Agreement is determined by a court or arbitrator having jurisdiction to be invalid, illegal, or unenforceable to any extent, the rest of that provision and the remainder of this Agreement will remain enforceable to the fullest extent permitted by law.

h. Governing Law. This Agreement, all related documents, and all matters arising out of or relating to this Agreement, will be governed, and interpreted by their terms and in accordance with the laws of the State of Oregon, including Oregon's statute of limitations, without giving effect to any choice or conflict of laws principles that would cause the laws of any other jurisdiction to apply.

i. Arbitration Required. In the event of a dispute that arises out of or relates to this Agreement, the Parties shall make a good faith effort to resolve the dispute cooperatively. If the Parties cannot resolve a dispute cooperatively, then the Parties shall resolve the dispute by binding arbitration. Any arbitration will be administered by the Arbitration Service of Portland, Inc. (**"ASP"**). Any arbitration will be held in accordance with

ASP's then effective rules. There will be one (1) arbitrator who will be a business lawyer or someone who has alternate qualifications that are mutually agreeable to the Parties. If the Parties cannot agree on an arbitrator, then each Party shall designate an arbitrator and the arbitration will be held before a third arbitrator selected by the Parties' designated arbitrators. Judgment on the arbitrator's award may be entered in any court having competent jurisdiction. The resolution of the disputed matter, as determined by the arbitrator, will be final and binding on the Parties. Each Party will initially pay for fifty percent (50%) of the costs of arbitration, but the Parties may request that the arbitrator award attorneys' fees and costs to the substantially prevailing Party in the arbitration.

j. Corporate Authority. The individual signing as or on behalf of Client has the requisite corporate power and authority to execute and legally bind Client to the terms and conditions of this Agreement.

k. Notices. Excluding Client's payments to Consultant for the Services, any notices, requests, consents, claims, demands, waivers, and other communications (each, a **"Notice"**) must be in writing and delivered in person, by certified mail, or by email. Any Notice sent will be considered delivered either: (a) upon the other Party's explicit acknowledgment of receipt or response indirectly acknowledging their receipt; (b) by 5:00pm PST on the next business day for emailed Notices; or (c) by 5:00pm PST on the third business day after sending for Notices sent by certified mail.

920 SW 6th Ave. Suite 1300 Portland, Oregon 97204
(503) 730-5445 harpersplayground.org

IN WITNESS WHEREOF, Consultant and Client have signed this Contract.

HARPER'S PLAYGROUND	**CITY OF EXCELSIOR SPRINGS**
By:	By:
Name: G Cody QJ Goldberg	Name:
Title: Chief Play Officer	Title:
Date: 11/17/2025	Date:
Email: cody@harpersplayground.org	Email:

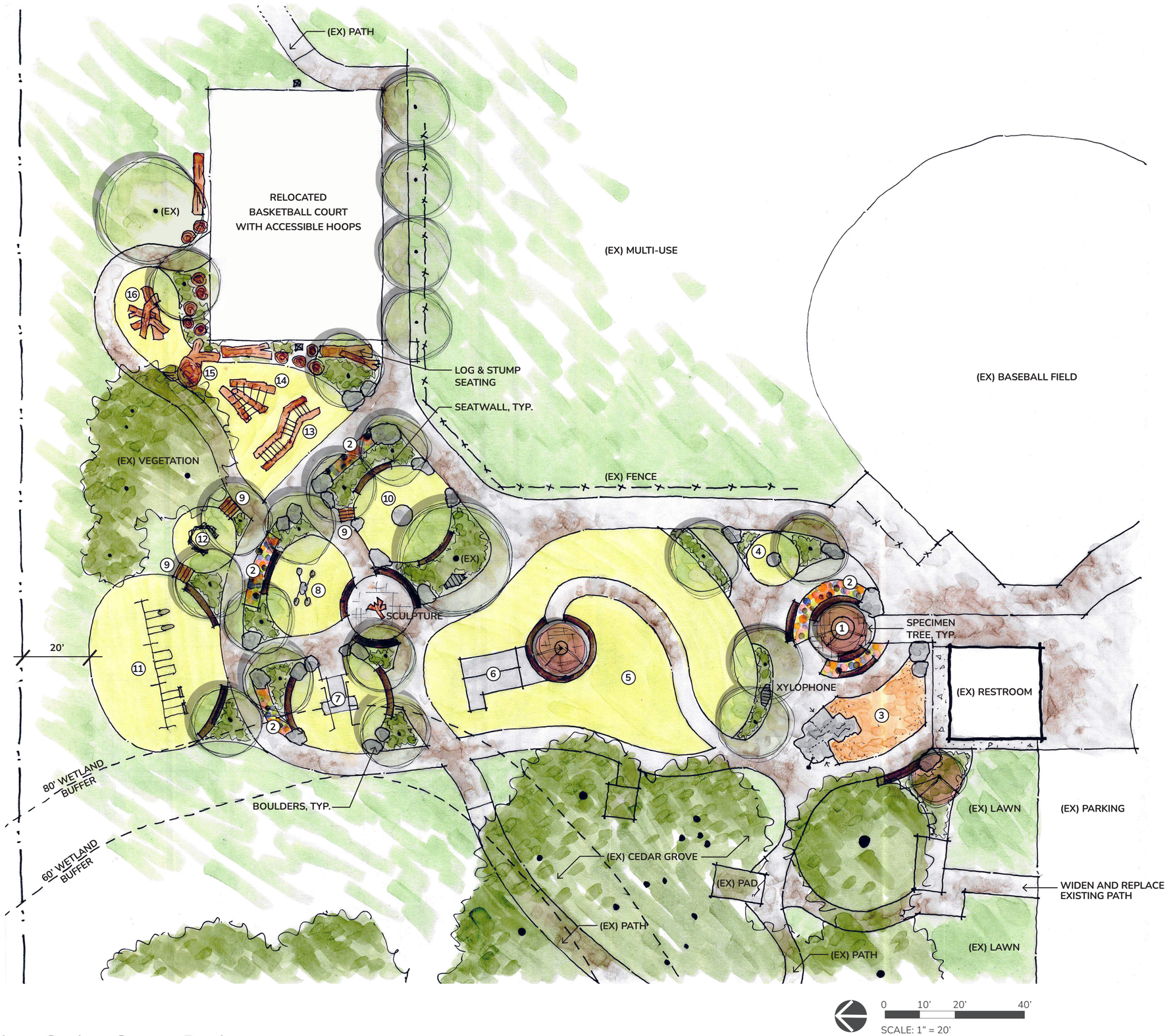
Attachments: **Exhibit 1 - Scope of Work**

Appendix A to Exhibit 1 – Overview of Services
Appendix B to Exhibit 1 – Billing Summary
Appendix C to Exhibit 1 – Summary of Exclusions

Exhibit 2 - Form of Change Order

Exhibit 3 - Rate Sheets

Concept Plan



Playground at Cedar Grove Park

FINAL CONCEPT PLAN & PRECEDENT IMAGES - APRIL 16, 2025

HARPER'S PLAYGROUND

Play Feature Images

1 ENTRY PLAZA

5 HARPER'S HILL

9 TRANSITION TUNNEL (For sensory refuge)

13 MONKEY BARS

2 RAISED SENSORY GARDEN

6 EMBANKMENT SLIDE (Concrete proposed)

10 SPINNER

14 LOG CLIMBER

3 LENNON LAND (Water and sand play)

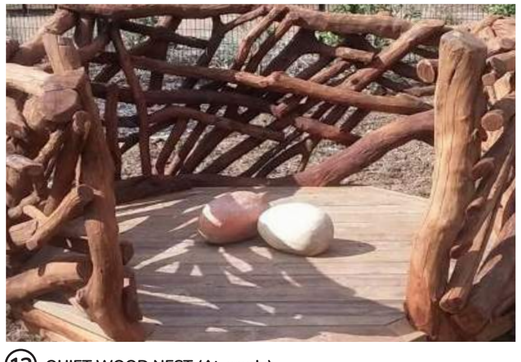
7 WHEELCHAIR ACCESSIBLE SWING

11 3 BAY SWING SET (Log posts proposed, not shown)

15 TREE TUNNEL

4 CHILL SPINNER

8 BOUNCER



12 QUIET WOOD NEST (At-grade)

16 LOG PILE

Site Art Concepts

Thoughtful artwork is one of the ways that we can make a site more emotionally inviting, playful and interactive. It is also a means of storytelling about the history of place. At Cedar Grove Park, an emphasis on log play structures celebrates the sensory relief provided by natural materials and nods to the mature grove of cedar trees. We envision inset **trout** silhouettes with naming and donor opportunities scattered through the walkways, making them feel more a series of connected waterways. **Minks**, who once also populated the historic farm site will be provided an opportunity to run free, burrow and offer playful moments of discovery for visitors throughout the playground. At the northern most circular seating area, a large natural **central sculpture** is envisioned to mark the space and invite interaction and conversation.

1 TROUT INSETS (Donor opportunity)

2 BRONZE MINKS (With other creatures, tunneling & burrowing)

2 CENTRAL SCULPTURE (Stone, cedar, other)

0 10' 20' 40'

SCALE: 1" = 20'

Playground at Cedar Grove Park

FINAL CONCEPT PLAN & PRECEDENT IMAGES - APRIL 16, 2025

HARPER'S PLAYGROUND