

# **EXCELSIOR SPRINGS COMMERCIAL COMMUNITY IMPROVEMENT DISTRICT BOARD MEETING**

## **AGENDA**

**August 17, 2022**

**8:30 AM**

**Hall of Waters Conference Room**

| <b>Item</b> | <b>Explanation</b>   |
|-------------|--|
| 1.          | Roll Call  |
| 2.          | Approval of the minutes of the Board of Directors meeting, August 31, 2021 |
| 3.          | Resolution 2022-01 – Approval of 2022 Budget                               |
| 4.          | Resolution 2022-02 – Approval of Officers                                  |
| 5.          | Public Service Agreement with Downtown Excelsior Partnership, Inc.         |
| 6.          | Comments   |
| 7.          | Adjourn  |

**THE DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL COMMUNITY  
IMPROVEMENT DISTRICT**

**MINUTES OF THE BOARD OF  
DIRECTORS OF THE DISTRICT MEETING  
AUGUST 31, 2021**

The annual meeting of the Board of Directors (the "Board") of the Downtown Excelsior Springs Commercial Community Improvement District (the "District") was held on August 31, 2021, commencing at 8:32 a.m. in the Conference Room, at the Hall of Waters, 201 E. Broadway Street, Excelsior Springs, Missouri 64024, pursuant to notice duly given.

Members of the Board who were physical present at the commencement of the meeting were Daphne Bowman, Brian Rice, David Rhodus and Melinda Mehaffy. Lyndsey Baxter, Executive Director of the District was also present.

Chairman Rice called the meeting to order at 8:32 a.m. Chairman Rice verified the attendance of the members by roll call. Board of Director, Jill Rickart, was not present, but a quorum was recognized, and the meeting was commenced.

Chairman Rice asked the members to review the Minutes of the September 16, 2019 meeting and to note any revisions that may be necessary. Chairman Rice then asked for a motion to approve the Minutes of the September 16, 2019 meeting. Daphne Bowman made a motion to approve the minutes. Brian Rice seconded the motion, there was a vote, David Rhodus and Melinda Mehaffy abstained, and the motion carried.

Chairman Rice asked the members to review the Minute of the August 25, 2022 meeting and to note any revisions that may be necessary. Chairman Rice then asked for a motion to approve the Minutes of the August 25, 2020 meeting. Melinda Mehaffy made a motion to approve the minutes. David Rhodus seconded the motion, there was a vote and the motion carried.

Chairman Rice then moved to the next agenda items, Approval of Board Appointment to replace Brian Rice. There was a discussion about various candidates for the appointment that included Mindy Myers, Keith Hudson, Brenda Hambrick and Neil Wilkerson. Melinda Mehaffy made a motion to appointment Keith Hudson. David Rhodus seconded the motion, there was a vote and the motion carried.

Chairman Rice then moved to the next agenda items, Resolution 2020-01, approving the Fiscal Year 2020-2021 Budget.

Chairman Rice introduced Resolution 2020-01 and asked for comments or discussion. There was a discussion about business contributions in order to ensure all businesses located with the district's boundaries were registered with the State of Missouri amongst the Board. Chairman Rice then asked for a motion to approve Resolution 2020-01. David Rhodus made a motion to approve Resolution 2020-01. Daphne Bowman seconded the motion, there was a vote and the motion unanimously carried.

Chairman Rice then introduced Resolution 2020-02, approval of the appointment of officers. Under the District's Bylaws, at each annual meeting, the Board shall appoint officers to serve until the next meeting. The

officer positions include: Chairman, Vice Chairman, Secretary, Treasurer and Executive Director. Brian Rice made a motion to name Jill Rickart as the Chairman of the District, Daphne Bowman as the Vice Chairman of the District, Melinda Mehaffy as the Secretary of the District, David Rhodus as the Treasurer of the District and Lyndsey Baxter as the Executive Director of the District and was seconded by Melinda Mehaffy. A vote then took place and the motion unanimously carried. From the vote the following were named officers:

Jill Rickart is appointed Chairman of the District.

Daphne Bowman is appointed Vice-Chairman of the District.

Melinda Mehaffy is appointed Secretary of the District.

David Rhodus is appointed Executive Director of the District.

Lyndsey Baxter is appointed Executive Director of the District.

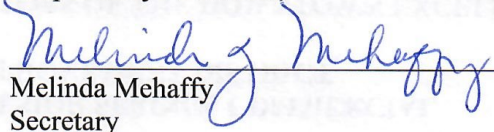
Resolution 2020-02 was adopted. The secretary shall file and maintain Resolution 2020-02 in the District's Minute Book.

Chairman Rice then introduced the Public Service Agreement between the District and the Downtown Excelsior Partnership, Inc. Melinda Mehaffy made a motion to approve the Public Service Agreement as written. The motion was then seconded by David Rhodus, there was a vote and the motion carried unanimously.

Executive Director Lyndsey Baxter then addressed necessary updates to the District's Bank account. She shared that Steve Marriott, no longer a Board Member of the District, needed to be removed from the account and that another signer should be added to the account. David Rhodus made a motion to remove Steve Marriott from the bank account which was seconded by Daphne Bowman. There was a vote and the motion carried unanimously. David Rhodus made a motion to add Melinda Mehaffy as signer to the account. Daphne Bowman seconded the motion, there was a vote and the motion carried unanimously.

Chairman Rice asked if there were any other comments from the members. There was a discussion regarding the improvement of numbers, as well as the concerns of current hours of operation. They also discussed the transportation concerns of the district. Additionally, there was a discussion that it would be beneficial to receive quarterly updates regarding the CID revenues. Daphne Bowman then made a motion to adjourn that was seconded by Melinda Mehaffy. A vote was held, the motion carried, and the meeting was adjourned at 9:05 a.m.

Respectfully submitted,

  
Melinda Mehaffy  
Secretary

**RESOLUTION 2022-01**

**THE DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL  
COMMUNITY IMPROVEMENT DISTRICT**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DOWNTOWN EXCELSIOR SPRINGS  
COMMERCIAL COMMUNITY IMPROVEMENT DISTRICT ADOPTING AND APPROVING THE  
DISTRICT'S ANNUAL BUDGET FOR FISCAL YEAR 2023.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for the budget; and

WHEREAS, according to Section 67.1411, RSMo, and City of Excelsior Springs Ordinance No. 13-08-09 (adopted August 12, 2013), the Downtown Excelsior Springs Commercial Community Improvement District ("District") is a political subdivision of the State of Missouri; and

WHEREAS, the Board of Directors of the District desires to adopt and approve the District's proposed annual budget for Fiscal Year 2021 in accordance with the requirements of Section 67.010, RSMo.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The proposed annual budget for Fiscal Year 2022 (beginning October 1, 2022, and ending September 30, 2023) attached hereto as **Exhibit A** is hereby adopted and approved.
2. Funds are hereby appropriated for the objects and purposes of expenditure set forth in the aforementioned budget.
3. The Executive Director and Treasurer are hereby authorized to take all actions necessary, including the execution of any documents needed, to carry out the intent of this Resolution and to distribute the reports related to these budgets to the appropriate administrative agencies, including but not limited to the annual financial reports to the Auditor of the State of Missouri in accordance with Section 105.145, RSMo.
4. This Resolution shall take effect immediately upon its approval by the Board of Directors.

PASSED by the Board of Directors of the Downtown Excelsior Springs Commercial Community Improvement District on August 17, 2022.

DocuSigned by:

*Jill Rickart*

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Board Chairman

# **EXHIBIT A**

**Downtown Excelsior Springs Commercial  
Community Improvement District**

*Fiscal Year 2022*

Prepared by the Downtown Excelsior Partnership, Inc. & Downtown  
Excelsior Springs Commercial Community Improvement District  
Executive Director

August 17, 2022

Reviewed by Lauber Municipal Law

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**Downtown Excelsior Springs Commercial  
Community Improvement District**

***Fiscal Year 2022 Budget***

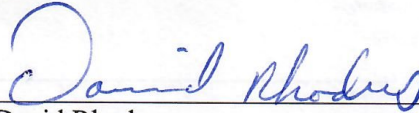
**Budget Message**

The Downtown Excelsior Springs Commercial Community Improvement District (the “District”) was established as a political subdivision of the State of Missouri on August 13, 2013, by virtue of an ordinance adopted by the Excelsior Springs, Missouri City Council. The stated purpose of the District is to provide District Services, Public Improvements, and operation of the District, pursuant to the CID Petition.

**Important Budget Features**

The District’s source of revenue is a Community Improvement (“CID”) Sales & Use Tax, a sales and use tax levied pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo.

This District has adopted a fiscal year beginning October 1 and ending September 30 of each year, which is the same as the City of Excelsior Springs, Missouri.



\_\_\_\_\_  
David Rhodus  
Budget Officer

## Downtown Excelsior Springs Commercial Community Improvement District

### *Budget*

### Fiscal Year Ending September 30, 2023

|  | Proposed Budget        |                             |                         | Actual (Unaudited)*          |                              |
|--|------------------------|-----------------------------|-------------------------|------------------------------|------------------------------|
|  | General Fund<br>Budget | Debt Service Fund<br>Budget | Capital Funds<br>Budget | Fiscal Year                  |                              |
|  |                        |                             |                         | Ending<br>September 30, 2023 | Ending<br>September 30, 2021 |
| REVENUES:  |                        |                             |                         |                              |                              |
| CID Sales & Use Tax Revenues                             | \$50,000.00            | -                           | -                       | \$50,000.00                  | \$41,273.42                  |
| Plus: Penalties/Interest on sales tax revenues           | -                      | -                           | -                       | -                            | -                            |
| Less: Timely filing discounts                            | -                      | -                           | -                       | -                            | -                            |
| Plus: Overpayment of sales tax                           | -                      | -                           | -                       | -                            | -                            |
| Interest Earned on District Bank Accounts                | -                      | -                           | -                       | -                            | -                            |
| User Fees and Charges                                    | -                      | -                           | -                       | -                            | -                            |
| Short-term loans   | -                      | -                           | -                       | -                            | -                            |
| Long-term loans  | -                      | -                           | -                       | -                            | -                            |
| Other  | -                      | -                           | -                       | -                            | -                            |
| <b>TOTAL REVENUES</b>                                    | <b>\$50,000.00</b>     | <b>-</b>                    | <b>-</b>                | <b>\$50,000.00</b>           | <b>\$41,273.42</b>           |
| EXPENDITURES:  |                        |                             |                         |                              |                              |
| Administrative Fees                                      | \$5,000.00             | -                           | -                       | \$5,000.00                   | \$5,000.00                   |
| Operating Costs  | \$500.00               | -                           | -                       | \$500.00                     | \$34.68                      |
| Debt Payments (principal, interest and accrued interest) | -                      | -                           | -                       | -                            | -                            |
| Collection Fees  | -                      | -                           | -                       | -                            | -                            |
| Legal Fees   | \$1,500.00             | -                           | -                       | \$1,500.00                   | \$1,588.50                   |
| District Services  |                        |                             |                         |                              |                              |
| Business Retention/Recruitment                           | \$8,000.00             | -                           | -                       | \$8,000.00                   | \$8,500.00                   |
| Marketing (e.g. magazine, billboard, etc.)               | \$25,000.00            | -                           | -                       | \$25,000.00                  | \$18,383.67                  |
| Public Improvements                                      | \$20,000.00            | -                           | -                       | \$20,000.00                  | \$19,777.06                  |
| Other  | \$3,000.00             | -                           | -                       | \$3,000.00                   | \$1,045.00                   |
| <b>TOTAL EXPENDITURES</b>                                | <b>\$63,000.00</b>     | <b>-</b>                    | <b>-</b>                | <b>\$63,000.00</b>           | <b>\$54,328.91</b>           |
| Transfers to (From) Other Funds                          | -                      | -                           | -                       | -                            | -                            |
| Balance Carried Forward                                  | \$37,935.58            | \$-                         | -                       | \$37,935.58                  | \$50,935.58                  |



**DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL  
COMMUNITY IMPROVEMENT DISTRICT**

***Fiscal Year 2022 Budget***

**Budget Summary**

For the Year Ending September 30, 2023

|                     | Total All Funds    | General Fund       | Debt Service<br>Fund | Capital Fund |
|---------------------|--------------------|--------------------|----------------------|--------------|
| Beginning Balance   | \$50,935.58        | \$50,935.58        | \$ -                 | \$ -         |
| Total Receipts      | \$50,000.00        | \$50,000.00        | \$ -                 | \$ -         |
| Total Disbursements | \$63,000.00        | \$63,000.00        | \$ -                 | \$ -         |
| Ending Balance      | <u>\$37,935.58</u> | <u>\$37,935.58</u> | <u>\$ -</u>          | <u>\$ -</u>  |

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**RESOLUTION 2022-02**

**THE DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL  
COMMUNITY IMPROVEMENT DISTRICT**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DOWNTOWN EXCELSIOR SPRINGS  
COMMERCIAL COMMUNITY IMPROVEMENT DISTRICT APPOINTING OFFICERS OF THE  
DISTRICT.**

WHEREAS, on August 12, 2013, the Excelsior Springs City Council adopted Ordinance No. 13-08-09 approving the petition and establishing the Downtown Excelsior Springs Commercial Community Improvement District (the "District"); and

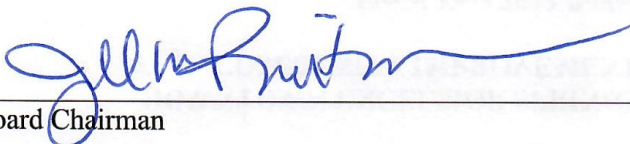
WHEREAS, the District's Bylaws require the District's Board of Directors to appoint a chairman, vice chairman, executive director, district secretary, treasurer and such other officers or employees as it deems necessary; and

WHEREAS, the District's Board of Directors desires to appoint a chairman, vice chairman, district secretary, treasurer and executive director as the officers of the District in accordance with the Bylaws.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. Till Richardt is appointed Chairman of the District.
2. Daphne Bowman is appointed Vice-Chairman of the District.
3. Meunda Mahaffey is appointed Secretary of the District.
4. David Rhodes is appointed Treasurer of the District.
5. Wyndey Baxter is appointed Executive Director of the District.
6. Each officer of the district shall exercise those powers and perform those duties set forth in the Bylaws of the District.
7. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Downtown Excelsior Springs Commercial Community Improvement District on August 17, 2022.

  
\_\_\_\_\_  
Board Chairman

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL COMMUNITY IMPROVEMENT DISTRICT  
AND DOWNTOWN EXCELSIOR PARTNERSHIP, INC.**

**THIS PUBLIC SERVICE AGREEMENT (“Agreement”)**, made and entered into this 17 day of AUGUST, 2022, is by and between the **DOWNTOWN EXCELSIOR SPRINGS COMMERCIAL COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”) and the **DOWNTOWN EXCELSIOR PARTNERSHIP, INC.**, a Missouri nonprofit corporation (“**DEP**”) (the District and DEP being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”), as the context so requires).

RECITALS:

WHEREAS, the City of Excelsior Springs, Missouri (“**City**”) adopted Ordinance No. 13-08-09 on August 12, 2013, which approved a Petition to Establish the District and established the District; and

WHEREAS, the services and improvements the District is funding within its boundary of downtown Excelsior Springs includes: economic development through business retention and recruitment, marketing in magazines and on billboards, and beautification projects; and

WHEREAS, the services and improvements are intended to be funded from District revenue created through a three quarters of one percent (3/4%) sales tax (“**District Revenue**”); and

WHEREAS, DEP is a nonprofit corporation which provides various services for downtown Excelsior Springs in order to stimulate economic development, create a positive image of downtown, promote the downtown area, and improve the appearance of downtown; and

WHEREAS, DEP has the staff and the ability to carry out some of the services and improvements the District is intended to fund; and

WHEREAS, the District has determined that it is in the best interest of the District, and important to the general economic welfare of the City and downtown area, to allocate proceeds from the District Revenue to DEP as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the District and DEP agree as follows:

**I. SCOPE OF SERVICES**

DEP was incorporated in order to revitalize downtown Excelsior Springs, Missouri for the betterment of the entire community and to encourage community pride. DEP employs an executive director to assist with the operation of DEP in carrying out its purpose. The District was formed in order to create a funding source, in part, for business retention and recruitment as well as beatification of the downtown area. The District does not currently employ anyone to help carry out the District’s services and improvements as set forth in Exhibit 2 to the Five Year Plan in the Petition to form the District. Therefore, the District wishes to engage DEP for executive director services as follows (“**District Services**”):

1. Organization – provide unified management and coordination to carry out District Services and Improvements, such as bidding and overseeing improvement projects, etc. Any bids that DEP solicits in order to complete District Services and Improvements which are within the District’s budgeted amount for said District Service and Improvement shall be reviewed and approved by DEP. DEP will provide documentation to the District of the approved bid and such other documentation as specified in Section III below. However, should the bids that DEP solicits on behalf of the District for District Services and Improvements come in above the approved budgeted amount, then said bids will be forwarded to the District for review. The District may amend its budget to cover the cost of said District Service and Improvement or choose to redefine the scope of work so that the District Service and Improvement can be done within the approved budgeted amount. DEP will oversee that the District Services and Improvements are carried out.
2. Marketing and Promotion – develop and update a consistent promotion and advertising program for the downtown area.
3. Design – Oversee the aesthetic look and safety of the downtown area, such as, cleaning sidewalks; snow removal; weed control; parking control; landscaping and maintenance; installation of Christmas lights on buildings, installation of benches, bike racks, and recycling containers; installation of flags and seasonal banners; design and installation of way-finding signs.
4. Economic Development – continue to strengthen the existing economic assets of the downtown area while diversifying its economic base, including recruiting new businesses, marketing empty space, and strengthening the management capabilities of individual merchants.

**II. TERM OF AGREEMENT**

The original term of this Agreement shall be from October 1, 2021 to September 30, 2022. Upon written consent by the parties prior to September 30, this Agreement may be renewed each year thereafter for an additional year term from October 1 to September 30 each year, unless the Agreement is terminated as provided herein.

**III. CONSIDERATION**

The District has implemented a District Sales Tax. The Scope of Services identified in Section I above are Reimbursable Project Costs and/or Reimbursable Service Costs as defined in the Cooperative Agreement. As such, DEP shall be paid from District Revenues in the performance of the Scope of Services in strict accordance with the Missouri Community Improvement District Act (Sections 67.1401 to 67.1571, RSMo.). On December 1<sup>st</sup> of each year, or as soon as possible thereafter, the District shall pay DEP \$5,000.00, for executive director services. DEP shall document all services provided by the executive director to the District and send periodic updates to the District for the District’s records.

**IV. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM**

If required by law as a condition of the award or grant of any contract in excess of five thousand dollars (\$5,000) by the District, DEP shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. DEP shall also sign an affidavit affirming that DEP

does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A form affidavit is attached hereto as **Exhibit B** and incorporated herein by reference.

**V. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW**

The District and DEP shall retain all data and records related to their performance under this Agreement in accordance with the Missouri Sunshine Law and Missouri Secretary of State's records retention rules. Further, the District shall allow authorized representatives of the DEP to review the District's records as those records relate to the performance of the District under this Agreement. DEP shall allow authorized representatives of the District to review the DEP's records as those records relate to the performance of DEP under this Agreement.

**VI. SUBCONTRACTS**

The District and DEP hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

**VII. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

**VIII. AUTHORITY TO BIND PARTIES**

The Parties are not authorized or empowered to make any commitments or incur any obligations on behalf of the other party, but merely to provide the services provided for herein as independent contracting parties.

**IX. CANCELLATION, TERMINATION OR SUSPENSION**

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties, provided all applicable laws and regulations are complied with.
- B. In the event of default or violation of any term of this Agreement, the non-defaulting party shall send to the defaulting party by certified mail a Notice of a Demand to Cure Default, explain the specific nature and extent of the default of violation. The defaulting party shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer period of time as agreed to, the non-defaulting party may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. The defaulting party shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement.

**X. NOTICE**

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified:

**To the District:**

Excelsior Springs Commercial  
Community Improvement District  
Attn: Lyndsey Baxter, Executive Director  
P.O. Box 513  
Excelsior Springs, Missouri 64024

**To DEP:**

Downtown Excelsior Partnership,  
Inc.  
Attn: Nate Williams, Board President  
P.O. Box 513  
Excelsior Springs, Missouri 64024

**With a copy to:**

Jennifer M. Baird, Esq.  
Lauber Municipal Law, LLC  
250 NE Tudor Road  
Lee's Summit, Missouri 64068

This does not prohibit day-to-day correspondence which may occur by phone or via e-mail.

**XI. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both Parties mutually agree, changes to this Agreement may be affected by placing them in written form and incorporating them into this Agreement as an amendment.

**XII. SEVERABILITY**

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the Parties that all the other provisions of this Agreement shall remain in full force and effect.

**XIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not further force and affect.

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

EXCELSIOR SPRINGS COMMERCIAL  
COMMUNITY IMPROVEMENT  
DISTRICT

Jill M Rickart

Print Name:

PRESIDENT

ATTEST:

Print Name: Melinda Mehafty

SECRETARY

DOWNTOWN EXCELSIOR PARTNERSHIP,  
INC.

DocuSigned by:  
Nate Williams

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Nate Williams

Print Name:

PRESIDENT

ATTEST:

DocuSigned by:  
Jim McCullough

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Jim McCullough

Print Name:

SECRETARY