

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, March 3, 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

AGENDA



City Council Meeting
6:00 PM
Monday, March 3, 2025
Hall of Waters Council Chambers, 201 E Broadway, Ex.
Springs MO

AMENDED AGENDA

CALL TO ORDER

Opening

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 Regular City Council Meeting of February 18, 2025

Minutes of the Special City Council Meeting of February 21, 2025

CONSIDERATION OF AGENDA

1. Presentation - Communities For All Ages Program Update
2. Consideration of Fire Training Usage Agreement - Resolution No. 1554
3. Consideration of Memorandum of Understanding with the Excelsior Springs

School District for the FEMA Safe Room - Ordinance No. 25-03-01

4. Consideration of Special Use Permit for Short-Term Rental at 817 Rowell Street - Ordinance No. 25-03-02

5. Consideration of Amendment to Section 400.240 of the Municipal Code Regarding Accessory Uses - Ordinance No. 25-03-03

6. Consideration of Client Service Agreement with USI Insurance Services LLC - Resolution No. 1555

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: AMENDED Friday, February 28, 2025 at 3:05pm



City Council 3/3/2025

TO: City Council
FROM: Mark Spohn, Council Member - Mayor
DATE:
RE: Call to Order

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.

None

REGULAR CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
February 18, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Tuesday, February 18, 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.

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

The Pledge of Allegiance was led by Mayor Spohn.

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

Absent: None.

VISITORS: Shawna Mull of 1400 South Marietta Street in Excelsior Springs addressed the Council. I am here tonight to remind you that you asked for this job, all of you did. You ran a campaign. You were given a title by your constituents. I believe that title goes with you everywhere you go. You are a city council person because you asked for it. You are a Mayor and Mayor Pro-Tem because your city council members voted you to be that title and be that person. You don't get to put that down or put that away. You are that because we said that is who you are. That is my reminder to you. I appreciate the law for allowing me to speak because that is what I respect the most right now. Thank you.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 3, 2025:

Councilman McGovern made a motion to approve the minutes of the Regular City Council Meeting of February 3, 2025. Motion was seconded by Mayor Pro-Tem Stephen Spear. All in favor; motion carried.

Minutes of the Regular City Council Meeting of February 3, 2025 passed and approved February 18, 2025.

CONSIDERATION OF AGENDA:

Mayor Spohn asked for a motion for the consideration of agenda to exclude agenda item No. 1, Presentation of Community for All Ages Program Update. The presenter asked for it to be postponed. Councilman McGovern made a motion to approve the agenda as amended. Motion was seconded by Councilman St. John.

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

Nays: None, motion carried.

The agenda as amended passed and approved February 18, 2025.

RESOLUTION NO. 1550, CONSIDERATION OF PLANNING & ZONING BOARD APPOINTMENT OF CREYTON VINCENT:

Mayor Spohn read by title Resolution No. 1550.

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

Councilman McGovern made a motion to approve Resolution No. 1550 appointing Creyton Vincent to the Planning and Zoning Commission. Motion was seconded by Councilman Renne.

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

Nays: None, motion carried.

Resolution No. 1550 passed and approved February 18, 2025.

City Clerk Shannon Stroud administered the Oath of office to Mr. Creyton Vincent.

RESOLUTION NO. 1551, CONSIDERATION OF WAIVING THE BIDDING REQUIREMENTS FOR THE REPLACEMENT OF THE POOL DEHUMIDIFICATION AND LOCKER ROOM ROOFTOP UNITS:

Mayor Spohn read by title Resolution No. 1551.

Community Center Project Manager Jesse Hall, Ryan Terry of Navitas, and City Manager Molly McGovern briefed the Council of the Resolution.

Mayor Pro-Tem Spear made a motion to approve Resolution No. 1551 authorizing the waiver of the bidding requirements for the replacement of the Pool Dehumidification Unit and Locker Room Rooftop Unit at the Community Center. Motion was seconded by Councilman St. John.

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

Nays: None, motion carried.

Resolution No. 1551 passed and approved February 18, 2025.

RESOLUTION NO. 1552, CONSIDERATION OF AGREEMENT WITH NAVITAS REGARDING THE COMMUNITY CENTER POOL PACK PROJECT:

Mayor Spohn read by title Resolution No. 1552.

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

Councilman McGovern made a motion to approve Resolution No. 1552 approving an agreement with Navitas, LLC regarding the Community Center Pool Pack Project. Motion was seconded by Mayor Pro-Tem Spear.

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

Nays: None, motion carried.

Resolution No. 1552 passed and approved February 18, 2025.

ORDINANCE NO. 25-02-01, CONSIDERATION OF VACATING CERTAIN PUBLIC RIGHT-OF-WAY IN THE PERSIMMON GROVE ADDITION:

Mayor Spohn read by title the first reading of Ordinance No. 25-02-01.

Melinda Mehaffy, Director of Economic Development briefed the Council of the Resolution.

Councilman Renne made a motion to place Ordinance No. 25-02-01 vacating a certain public right-of-way in the Persimmon Grove Addition, a Subdivision in the City of Excelsior Springs, Clay County, Missouri on second reading. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-02-01.

Councilman St. John made a motion to approve Ordinance No. 25-02-01 vacating a certain public right-of-way in the Persimmon Grove Addition, a Subdivision in the City of Excelsior Springs, Clay County, Missouri. Motion was seconded by Mayor Pro-Tem Spear.

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

Nays: None, motion carried.

Ordinance No. 25-02-01 passed and approved February 18, 2025.

JANUARY 2025 REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Spohn read by title the consideration.

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

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

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. Melinda has provided a fact sheet for the decommissioning of wind and solar energy systems. We thought that would be of interest since we have had a solar project proposed near our community.
2. Paul Campo sent an interesting article pertaining to post-Covid manufacturing disruptions that have affected the price of fire trucks.
3. It is Parade of Hearts time again. That is kicking off and I think we will be interested in receiving another heart again this year in our community.
4. The Comp Plan meetings have been postponed due to weather.

Councilman St. John:

1. Yesterday I was in a neighboring town and was asked what is going on in Excelsior. I went through a long list and the inquisitor was impressed.

Councilman Renne:

1. My excitement has been postponed for the Comprehensive Plan. I am looking forward to it being rescheduled and hearing what the citizens have to say.

Councilman McGovern:

1. I appreciate Public Works doing a nice job clearing the streets for the community.
2. Stephen, I am sorry to hear about your mother.
3. Shawna, thank you for braving the elements and coming out tonight.
4. Mr. Hall, thank you for coming.

Mayor Pro-Tem Spear:

1. Shoutout to Scott Guthrie and Jason Ortballs who were on the call that tended to my mom. I appreciate them and their entire team.
2. I haven't seen anything official on the proposed property for the solar project, but have heard it has been withdrawn.
3. With the incident at the VFW, I would throw out the idea of a rally cry to get the community to come together for a fundraiser; maybe a benefit concert to raise funds.

Mayor Spohn:

1. I did speak with a board member of the Veterans Hall. They obviously have insurance, but will need some community help to put it back together. Every day they are down, it is a loss in revenue.

MOTION TO ADJOURN:

Councilman St. John motioned to adjourn the Regular City Council Meeting of February 18, 2025. Mayor Pro-Tem Spear seconded.

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

Nays: None, motion carried.

The Regular City Council Meeting of February 18, 2025 adjourned at 6:32 pm.

MARK D. SPOHN, MAYOR

ATTEST:

SHANNON STROUD, CITY CLERK

SPECIAL CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS, MISSOURI
February 21, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Special City Council Meeting at 9:00 am on Friday, February 21, 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.

The opening was led by Councilman Gary Renne.

The Pledge of Allegiance was led by Mayor Spohn.

Roll Call of Members: Present: Mayor Mark Spohn, Councilman Gary Renne, Councilman Reggie St.John, and Councilman John McGovern.

Absent: Mayor Pro-Tem Stephen Spear.

VISITORS: None.

CONSIDERATION OF AGENDA:

Councilman McGovern made a motion to approve the agenda as presented. Motion was seconded by Councilman St. John.

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

Nays: None, motion carried.

The agenda as presented passed and approved February 21, 2025.

RESOLUTION NO. 1553, CONSIDERATION OF PARTICIPATION IN THE MODOT HIGHWAY SAFETY PROGRAM:

Mayor Spohn read by title Resolution No. 1553.

Gregory Dull, Chief of Police briefed the Council of the Resolution.

Councilman St. John made a motion to approve Resolution No. 1553 approving the City's participation in the Missouri Department of Transportation Highway Safety Program and authorizing signatures for execution. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Resolution No. 1553 passed and approved February 21, 2025.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. No comment.

Councilman St. John:

1. No comment.

Councilman Renne:

1. No comment.

Councilman McGovern:

1. The Mayor's Prayer Breakfast will be held on May 1st, 2025 and I will be the contact person for tickets which are \$10.00 each.

Mayor Pro-Tem Spear:

1. Absent.

Mayor Spohn:

1. I had the privilege of attending the Greater Kansas City Mayor's Prayer Breakfast this week. It was a delight. The guest speaker was very evangelistic and very true to the word of God, which I appreciated. It was refreshing.

MOTION TO ADJOURN:

Councilman Renne motioned to adjourn the Special City Council Meeting of February 21, 2025.

Councilman St. John seconded. All in favor; motion carried.

The Special City Council Meeting of February 21, 2025 adjourned at 9:10 am.

MARK D. SPOHN, MAYOR

ATTEST:

SHANNON STROUD, CITY CLERK



Community Development
City Council 3/3/2025

TO: City Council
FROM: Laura Mize, Neighborhood Specialist
DATE:
RE: Consideration of Agenda

1. CFAA 2025 City Council Update

CITY COUNCIL UPDATE

February 18, 2025



communities for all ages



GRAIN VALLEY, MO

PARKVILLE, MO

NORTH KANSAS CITY, MO

GRANDVIEW, MO

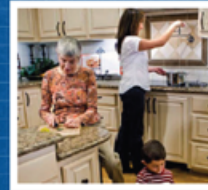
**a regional
age-lens city
initiative that
provides tools to
help cities and other
local governments
recognize their role
in supporting
residents of all ages**



communities for all ages

provides **education, technical assistance and recognition** to cities and counties in the region that take meaningful steps to become more age-friendly and, in the process, **more vibrant, healthy and prosperous**

Remodeling for **Accessible Homes**



MARC
Mid-America Regional Council

AGE-FRIENDLY FRAMEWORK

PUBLIC OUTDOOR SPACES & BUILDINGS



HOUSING & COMMERCIAL DEVELOPMENT

TRANSPORTATION & MOBILITY



SOCIAL INVOLVEMENT & COMMUNICATION

COMMUNITY & HEALTH SERVICES



communities for all ages framework

participating communities are encouraged to work through three levels of engagement:



participating communities

● BRONZE

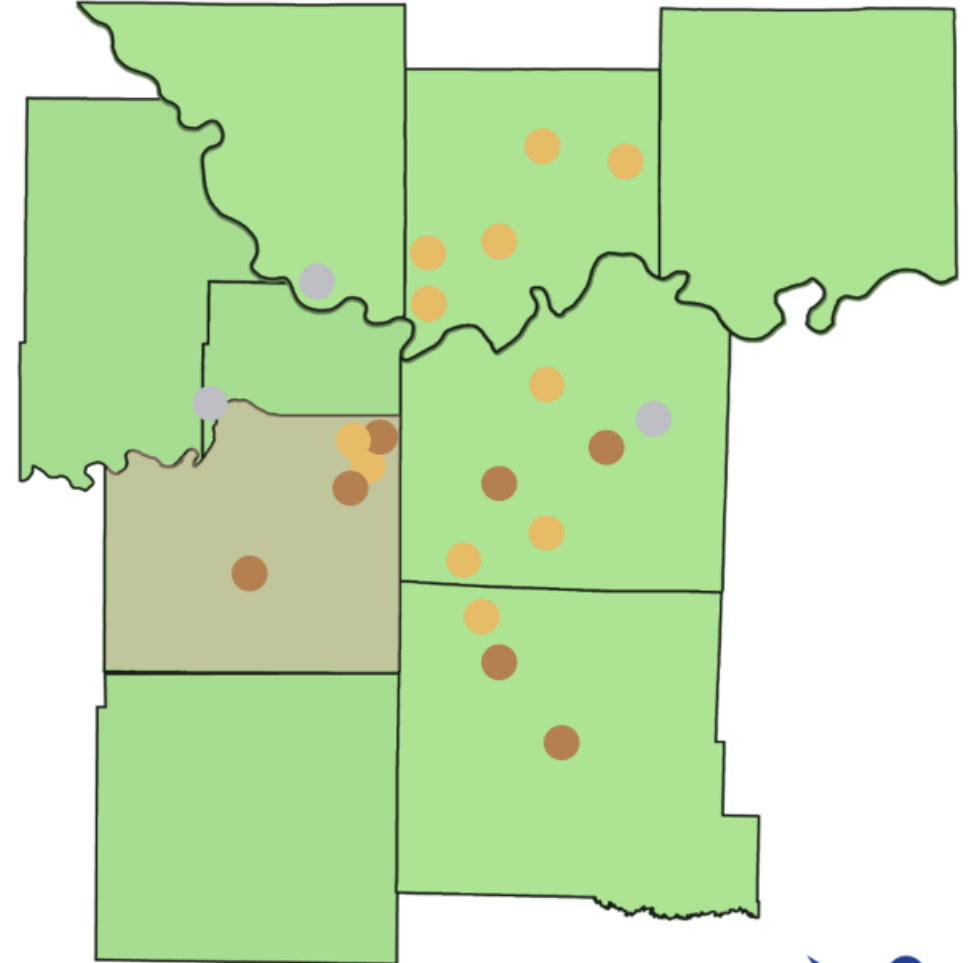
- Blue Springs, Missouri
- Harrisonville, Missouri
- Johnson County, Kansas
- Kansas City, Kansas
- Merriam, Kansas
- Olathe, Kansas
- Raytown, Missouri

● SILVER

- Bonner Springs, Kansas
- Parkville, Missouri
- Peculiar, Missouri

● GOLD

- Excelsior Springs, Missouri
- Gladstone, Missouri
- Grandview, Missouri
- Grain Valley, Missouri
- Independence, Missouri
- Kearney, Missouri
- Lee's Summit, Missouri
- Liberty, Missouri
- Mission, Kansas
- North Kansas City, Missouri
- Raymore, Missouri
- Roeland Park, Kansas
- Westwood, Kansas

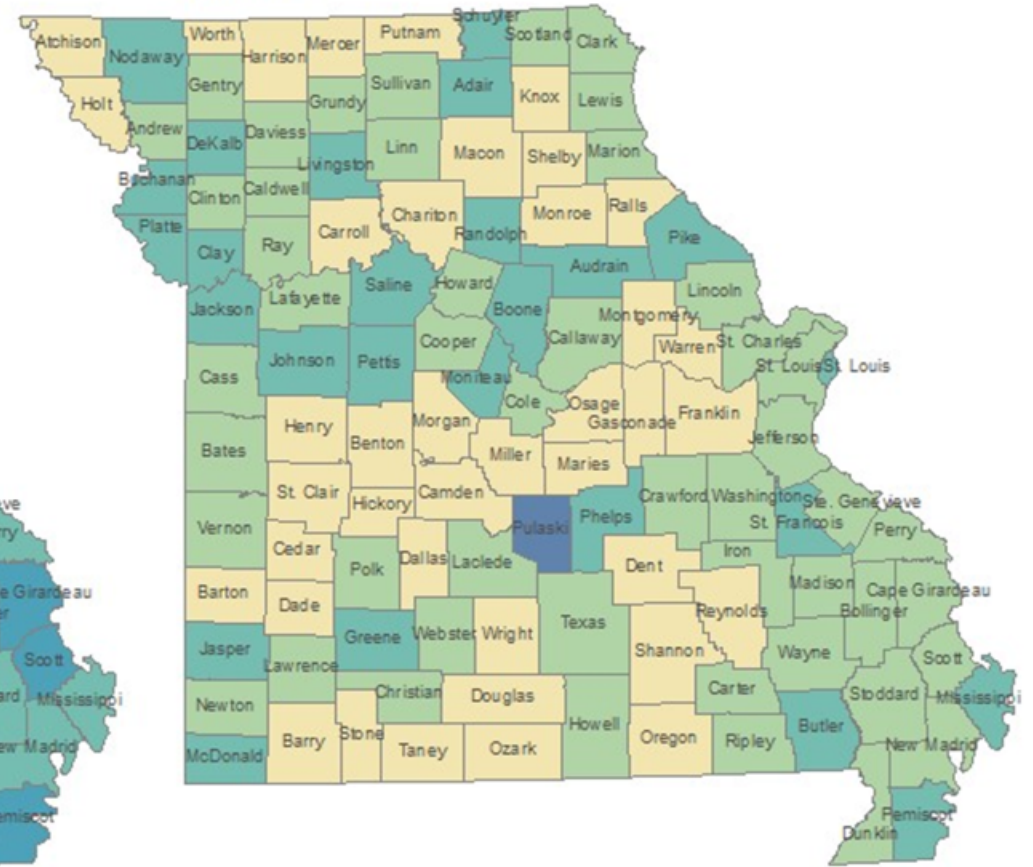
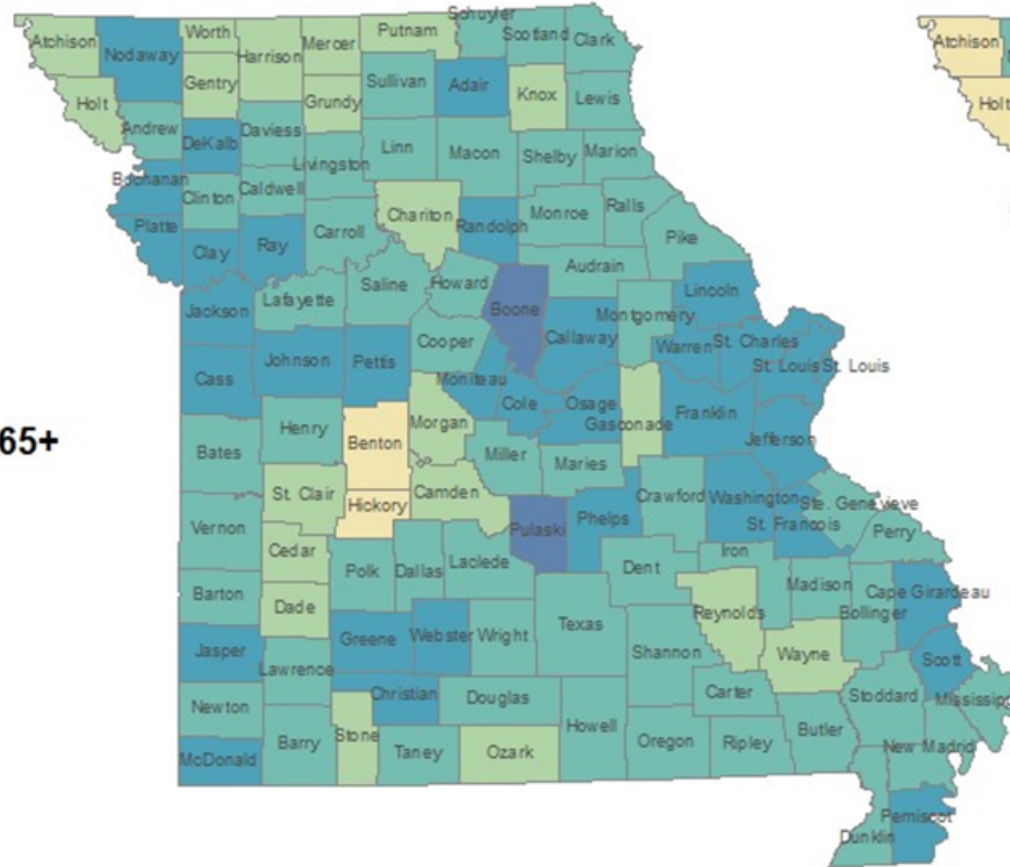
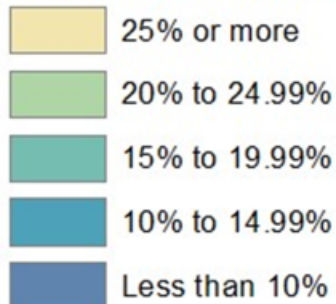


demographic shifts

2010

2030

Percent of Population 65+



history



**Gold Level Awarded
in 2021 for the Parks
and Recreation Plan,
which included plans
for amenities that
are age-friendly and
for all abilities.**



continuing work

In February of 2023, professionals and residents began meeting monthly as ES Aging Well.

We continue to consider how to implement the age-friendly framework, particularly with regard to seniors.

ES Aging Well



ES Aging Well

Technology Assistance: Jeff Barge, Senior Center Director, applied for and was awarded a \$5000 grant to provide technology assistance to seniors. Mid-Continent Public Library is working with Senior clients to answer questions and provide training on various devices. Jeff Barge is a certified Senior Planet technology trainer and is creating opportunities for tech education at the Senior Center.



aging mastery

ES Aging Well

The Aging Mastery Program is a 10-week course in which individuals create their own playbook for aging well via actionable goals, sustainable behaviors, social engagement, and gratitude. Planning for a 2025 Spring cohort is underway.



home repair and maintenance

ES Aging Well

There are several resources available to assist local residents with home repair and maintenance, including the city's Minor Home Repair Program.



ESHS Student Council



Kansas City



universal design

ES Aging Well

The City of Excelsior Springs has adopted a Universal Design incentive program that would rebate a portion of building permit fees to developers who implement universal design elements in their builds. Universal Design elements make a home more livable for people of all ages.



social wellness

ES Aging Well

Silver Prom 2024 was a smashing success! Plans are underway for Silver Prom 2025 to be held on April 12th at ESHS. ESHS Student Council has taken the lead and the ES Aging Well group will support them to make this event memorable and nostalgic!



transportation

ES Aging Well

When asked what challenges they face, ES seniors who were polled said they needed transportation to medical appointments and for shopping. That led us on a campaign to spread the word about the Excelsior Springs Transportation Department, which does an excellent job of offering these services.



food insecurity

ES Aging Well

The ES Aging Well task force is working to spread the word among downtown residents that there is fresh food available from the ES Farmer's Market and through the Good Samaritan Center, and we're looking for ways to bring more fresh groceries to the downtown area.



a meal and a visit

Special Projects

Jesse Hall is working diligently on securing funding, volunteers, and confirming logistical details to bring A Meal and A Visit to Excelsior Springs.

For many seniors, the trusted Home Delivered Meals volunteer or staff member who shows up every day with a hot meal and a warm smile is the only person they see or speak with all day.

This special delivery is the reason to get up in the morning, something to look forward to and a reminder to take good care of themselves.



A Meal and a Visit
Excelsior Springs

a park for all ages and abilities

Boundless BackYard

Excelsior Springs would not have achieved Gold Level recognition without the Parks and Recreation Department's commitment to providing excellent amenities for all ages and abilities.

The Parks Department is busy preparing land in the Country Meadows subdivision to be a place of outdoor recreation for all.

Already there is a walking path (suitable also for small bikes) that will soon enclose a butterfly garden. The parking lot and restroom facilities are under construction, and funds are being raised for an all-abilities playground.



snow angels

ES Snow Angels

In 2024 the Neighborhoods Department brought back the Snow Angels program. With the help of Jesse Hall, Student Council, and others a team of volunteers was prepared to clear snow for residents who had no other means of doing it themselves.

Our first snow event proved to be a true test of the determination of these volunteers, as KC received the biggest snow fall in 30 years with 10 inches in Excelsior Springs. It took a few days, but we got everyone dug out, and our volunteers were amazing!!

30 residents were assisted by (at least) 14 volunteers



Thank you!

**Thank you to City Council for supporting
this initiative for the past several years.**

**Thank you, also, to the members of ES
Aging Well, many of whom work with
seniors every day, as we seek ways to help
seniors
Thrive in Excelsior Springs.**



Fire Department
City Council 3/3/2025

TO: City Council
FROM: Joe Maddick, Fire Chief
DATE:
RE: Consideration of Agenda

1. Training Facility Council
2. ES - reso - fire - _ (003)
3. ES - ESFTF - Usage Agreement



Excelsior Springs Fire Department
1120 Tracy Ave.
Excelsior Springs, MO 64024
Phone: 816-630-3000
Fax: 816-630-953

To: Mayor and Members of the Council

From: Joe Maddick, Fire Chief

Date: March 2025

Re: Training Tower Agreement

Mayor and members of the council, before you is a Training Tower agreement which will be used by the Fire Department when outside agencies wish to rent our training facility. The agreement releases the city in the event of any injuries while training. The agreement states the date and time the outside agency will be using our facility. The cost for using the facility is also stipulated. This agreement can be executed by the fire chief and/or his designee.

Sincerely,

Joe Maddick

Fire Chief

ATTACHMENTS:

Description	Type	Upload Date
Council Letter	Letter	March 2025
Facility Use Agreement	Legal	March 2025
Resolution	Legal	March 2025

RESOLUTION NO. 1554

A RESOLUTION APPROVING THE FORM OF A FIRE TRAINING FACILITY USAGE AGREEMENT AND AUTHORIZING THE CITY MANAGER OR FIRE CHIEF (OR HIS DESIGNEE) TO EXECUTE THE AGREEMENT AS CONTRACTING PARTIES ARE DETERMINED.

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

Section 1. The City Council hereby approves the form of the Facility Usage Agreement for the City of Excelsior Springs, Missouri, in substantially the form attached.

Section 2. The City Manager, Fire Chief, or his designee, is hereby authorized to execute the Facility Usage Agreement on behalf of the City of Excelsior Springs, Missouri, as contracting parties are determined.

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 ____ DAY OF _____, 2025.

ATTEST:

Mark D. Spohn, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

FACILITY USAGE AGREEMENT

User:			Phone:	
Address, City, State, Zip:				
Contact Person:				
Type of Event:				
Time Period (Days)	Start Date:	End Date:	Start Time:	End Time:
Annual Usage From:			Annual Usage To:	
Facility Usage Fee:				
Fee Deposit:			Damage/Security Deposit:	
Facilities Required:				

THIS AGREEMENT is made this _____ day of _____, by and between the City of Excelsior Springs, Missouri (hereinafter the “Owner”), and _____ (hereinafter the “User”).

WHEREAS, Owner controls certain Property located at 1120 Tracy Ave Excelsior Springs, MO 64024 which user desires to use for purposes of conducting exercises, classes, meetings, conferences, or demonstrations for educational purposes; and

WHEREAS, the parties desire to enter into an agreement, setting forth their respective rights and responsibilities relating to the usage of the property.

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

1. **Permission to Use.** Owner hereby gives User the permission to use the above specified portions of the Property during the above Time Period for the above-described Type of Event (hereinafter the “Event”). In the event permission shall be for Annual Usage, such Annual Usage shall consist of thirty-six (36) Events per year, each such Event to consist of usage during one calendar day for a period not to exceed eight (8) hours, with all such days to be scheduled in advance subject to availability as provided in paragraph 7, below. In licensing the Property hereunder, however, Owner does not relinquish its right to control the Property and to enforce all necessary and proper rules for the management and operation of the same.

2. **Payment of Fee.** User agrees to pay Owner the Fee as stated above. Payment is due within 30 days of receipt of an invoice. User agrees to pay interest and attorney's fees if the invoice is not paid upon receipt. Prior to User's use of the Property, User agrees to pay Owner the non-refundable Fee Deposit as stated above to be applied toward the Fees and Damage/Security Deposit as stated above to be applied toward any amounts due from User for damage to the Property.
3. **Supplies.** User shall be responsible to Owner for the cost associated with the following is consumables and supplies as specified: **Consumables such as natural gas, propane gas, liquid smoke, fire extinguishers and SCBA refills will be charged on an as used basis. Beverages will be charged on an as used basis.**
4. **Loss and Damage.** Damage to or loss or destruction of the Property and items contained therein (including appliances, equipment, furniture and furnishings, if any) caused by the willful act or negligence of User, or any guest, invitee, or employee of User, shall be promptly repaired or replaced by User to the satisfaction of Owner, or in lieu of such repair or replacement, User shall pay to Owner an amount of money sufficient to compensate for the required repair and /or replacement. Owner may retain the Damage/Security Deposit in full or partial satisfaction of any liability of User hereunder.
5. **Safety Guidelines.** User agrees to comply with all rules, regulations, guidelines and suggestions set forth in Owner's Safety Guidelines, ***that pertains to the use of the facility***, as detailed in the attached Exhibit A and incorporated herein.
6. **Purpose and Restrictions.** User may not use the Property for any purpose other than the Event as described above. User agrees to all restrictions and instructions regarding the use of the Property as described in the attached Exhibit A. User shall not use the Property for any unlawful purpose nor any purpose inconsistent with the purposes of Owner. User shall not use the Property in any way which would constitute a nuisance, shall not damage or waste the Property in any way, and shall not obligate Owner in any way.
7. **Advance Notice for Usage.** In the event this Usage Agreement shall be for Annual Usage, then the dates and times of usage for each Event shall be scheduled at least thirty (30) days in advance of such Event and User shall give Owner thirty (30) days advance notice of any desired change to such schedule. In the event this Usage Agreement shall be for daily or hourly usage, if User desires to use the Property on dates and/or times other than those listed above, User shall give Owner seven (7) days advance notice of the date and time desired. Owner may, but is not required to, grant permission to use the Property on these alternative dates and /or times.
8. **Alterations by User.** User shall not make any alterations to the Property without first obtaining Owner's written approval of such alterations; User agrees that any improvements made by it shall immediately become the property of Owner and shall remain upon the Property in the absence of a written agreement to the contrary. User shall not cut or drill into or secure any fixtures, apparatus or equipment of any kind to any part of the Property without first obtaining Owner's written consent.

9. **Insurance and Release.** User shall maintain a minimum of \$2,000,000 liability insurance for the purpose of the Event and shall deliver to Owner prior to the Event a certificate evidencing the same. User and all of User's guests, invitees, employees and agents shall assume all risks of use. User, for itself and its employees, agents, guests, and invitees hereby releases and discharges Owner from any and all liability of any kind arising from User's use of the property that is wholly or partly a result of the negligence or other actionable fault of the User, its employees, agents, guests and invitees. Owner assumes no responsibility for any property of User, its employees, agents, guests or invitees placed in or on the Property and is hereby expressly released from any and all liability for loss, injury or damage to such property. Owner and User are not partners, joint ventures, principals, and agents or otherwise related in any way.
10. **Indemnity by User.** User shall indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by User of the Property, occasioned wholly or in part by any act or omission of User, its agents contractors or employees.
11. **User Not a Lessee.** No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in User by anything contained in this Agreement or by User's use of the Property.
12. **Assignment.** This permission to use the Property is personal to User and User shall not assign in whole or in part, any part of the Property or permit the use of any part of the Property by any other person, firm or entity without the prior written consent of Owner.
13. **Remedies Cumulative.** No mention in this Agreement of any specific right or remedy shall preclude Owner from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; the failure of Owner to insist in any one or more instances upon strict performance of any covenant of this Agreement or to exercise any option or right contained herein shall not be construed as a waiver of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Owner.
14. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not be deemed to explain or modify the interpretation or meaning of any provision in this Agreement.
15. **Applicable Law.** This Agreement is governed by the laws of the State of Missouri.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties.

City of Excelsior Springs, Missouri:

Joe Maddick
Fire Chief

Dated: _____

User:

Name: _____
Title: _____

Dated: _____

Exhibit A



Fire Department
City Council 3/3/2025

TO: City Council
FROM: Joe Maddick, Fire Chief
DATE:
RE: Consideration of Agenda

1. 2025 Safe Room W
2. ES - ord - ESSD - MOU
3. Mar2025 Memorandum of Understanding FEMA W



Excelsior Springs Fire Department
1120 Tracy Ave.
Excelsior Springs, MO 64024
Phone: 816-630-3000
Fax: 816-630-953

To: Mayor and Members of the Council

From: Joe Maddick, Fire Chief

Date: March 2025

Re: MOU with ESSD

Mayor and members of the council, before you is a MOU between the City of Excelsior Springs (City) and the Excelsior Springs School District (District) to utilize the FEMA Safe Room at Cornerstone Elementary School and Lewis Elementary School. During inclement weather the Excelsior Springs Fire Department will be permitted to open the safe room for public use during non school hours. During normal school hours the Districts Director of Safety and Security will assume all responsibilities for opening the safe room.

The MOU holds the city harmless for any potential damage or liability should it occur. The District and the City will sit down and jointly form a Standard Operation Procedure for the safe room.

Sincerely,

Joe Maddick

Fire Chief

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

Council Letter	Letter	March 2025
MOU	Legal	March 2025
Ordinance	Legal	March 2025

ORDINANCE NO. 25-03-01

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE EXCELSIOR SPRINGS SCHOOL DISTRICT**

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

Section 1. That the Memorandum of Understanding relating to a safe room, by and among the City of Excelsior Springs, Missouri and the Excelsior Springs School District, which is attached to this Ordinance in its substantial form and incorporated herein, is hereby approved.

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

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

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

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2025.

ATTEST:

Shannon Stroud, City Clerk

Mark D. Spohn, Mayor

REVIEWED BY:

Molly McGovern, City Manager

MEMORANDUM OF UNDERSTANDING
EXCELSIOR SPRINGS SCHOOL DISTRICT
AND
CITY OF EXCELSIOR SPRINGS
FEMA COMMUNITY SAFE ROOM

This Memorandum of Understanding (“MOU”) is entered into by and between the Excelsior Springs School District (“District”) and the City of Excelsior Springs (“City”) this ____ day of _____, 2025, for the purpose of establishing a collaborative partnership regarding use of District community safe rooms during certain weather-related events.

I. PURPOSE

The purpose of this MOU is to set forth the establishment of responsibilities of the District and the City regarding community use of the District’s Federal Emergency Management Agency (“FEMA”) Safe Rooms in the event of a severe windstorm or tornado. The FEMA Safe Rooms are defined as a building, structure, or portion thereof designed to provide its occupants protection during a severe weather event (winds in excess of 75 miles per hour or when a tornado watch or warning has been issued).

II. SCOPE

The scope of this MOU shall pertain only to the collaborative process and respective responsibilities between and of the District and the City regarding the provision of protection to community members during certain weather-related events as described in Paragraph 1 of this MOU.

III. TERM

The term of this MOU shall be for a period of one (1) year, beginning on _____, 2025, and continue until _____, 2026. The District and the City may, by mutual written agreement, extend this MOU for a period not to exceed one (1) year.

IV. ROLES AND RESPONSIBILITIES

During school hours, the District Director of Safety and Security will assume the role of District Safe Room Coordinator in order to ensure the District’s Shelter Operations Plan is appropriately implemented. The District Safe Room Coordinator will be the first line of communication between the District and the City’s Emergency Personnel. The District Safe Room Coordinator will report updates directly to the Superintendent or his/her designee (Assistant Superintendent of Operations).

During non-school hours, the City’s Emergency Personnel will communicate with the District Director of Safety and Security to open the community safe room for city residents. At such times that emergency personnel are needed to leave the community safe room, the District will

assume all responsibility for the supervision of the safe room. The District Safety and Security Director will work with District maintenance and custodial personnel to return the Safe Room to a locked state, as well as ensure the space is cleaned and restored to its original condition as soon as possible.

V. INDEMNIFICATION

To the extent permitted by law, the District will defend, indemnify, and hold the City, its directors, officers, employees and agents harmless from all claims, losses, and liabilities to the extent any such claims, losses, or liabilities are caused by the District's breach of this MOU, its failure to discharge its duties and responsibilities set forth in this MOU, or intentional misconduct of the District's board members, directors, employees, contractors, and agents in the discharge of those duties and responsibilities. Additionally, the District shall indemnify the City for any damage to District property as a result of a severe weather event or due to the City's efforts to carry out actions necessary to fulfill its obligations pursuant to this MOU.

To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the District, its board members, directors, employees, contractors, and agents from and against any and all claims, liability, judgment, fines, and expenses, including all reasonable attorneys' fees and amounts paid in settlement actually and reasonably incurred by the District in connection with any action, suit or proceeding whether civil, criminal, administrative, or investigative, to which the District is, was, or at any time becomes, a party related to any acts or omissions of the City and/or its directors, officers, employees and agents. This provision shall not apply to any damage to District property as a result of a severe weather event or due to the City's efforts to carry out actions necessary to fulfill its obligations pursuant to this MOU.

VI. GOVERNING LAW AND VENUE

This MOU shall be governed by the laws of the State of Missouri. The District and the City agree venue shall be proper in the circuit court of Clay County, Missouri, or the United States District Court for the Western District of Missouri, whichever applicable.

VII. SOVEREIGN IMMUNITY

The City agrees and stipulates that the District is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. By entering into this MOU, the District does not waive any of its immunities from suit and/or liability. By entering into this MOU, the City does not waive any of its immunities from suit and/or liability.

VIII. COMPLIANCE WITH LAWS AND POLICIES

The City shall also comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), 45 C.F.R. §§ 160 and 164 ("HIPAA Privacy Rule") Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, and will defend, indemnify and hold harmless the District for any damages suffered by the District by

reason of the City's failure to do so. While performing services under this MOU, the City and its directors, officers, employees, and agents will comply with all applicable Board Policies and Regulations, including policies on prohibiting illegal discrimination and harassment, staff conduct, contact with students, and privacy of student information.

IX. MODIFICATION

Any change or modification to this MOU will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this MOU.

X. SEVERABILITY

If any court of competent jurisdiction finds any provision or part of this MOU is invalid, illegal, or unenforceable, that portion will be deemed severed from this MOU, and all remaining provisions and parts of this MOU will remain binding and enforceable; the District and the City will reconvene negotiations to arrive, in good faith, at an MOU as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this MOU is invalid, illegal, or unenforceable.

XI. COMPLETE AGREEMENT

This MOU constitutes the entire agreement between the District and the City.

XII. AUTHORIZED REPRESENTATIVE

This document represents the business intent of the District and the City and should be executed by the individuals who would ultimately be signatory to a final agreement. The District and the City, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN.

EXCELSIOR SPRINGS SCHOOL DISTRICT

CITY OF EXCELSIOR SPRINGS

BY: _____

By: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____



Community Development
City Council 3/3/2025

TO: City Council
FROM: Melinda Mehaffy, Director of Economic Development
DATE:
RE: Consideration of Agenda

1. Staff Report - SUP 817 Rowell
2. Ordinance - Special Use Permit for 817 Rowell
3. Vicinity Map - 817 Rowell
4. 2-24-25 P&Z Meeting Summary Excerpt for SUP at 817 Rowell

**Community Development Department
Planning & Zoning**

Phone: 816-630-0756; Fax: 816-630-9572



February 24, 2025

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case Number SUP-25-001 - Application by Fountain of Humber 3, LLC for a Special Use Permit for the operation of a short-term rental in the R-1 Single-Family Residential District at 817 Rowell Street. (Public Hearing)

Applicant: Fountain of Humber 3, LLC

Meeting Date: February 24, 2025

General Information:

Address: 817 Rowell Street
Current Zoning: R-1 Single-Family Residential District
Current Land Use: Single-family house

Surrounding Zoning & Land Use: North – R-1; Single-family house
East – R-1; Single-family house
South – R-1; Single-family house
West – R-1; Single-family house

Background:

The subject site is occupied by an existing single-family house. The applicant wishes to change the use to a short-term rental to allow the renting out for defined periods of time to visitors and vacationers commonly known as an 'Airbnb' or 'VRBO'.

Staff Analysis:

The Zoning Regulations recognize that there are special land uses and circumstances which, because of their unique character, cannot be properly classified in any particular zoning district(s) without special consideration in each case of the impact of those uses upon neighboring property. These cases can be reviewed individually for their appropriateness and authorized through a Special Use Permit.

Under the City's Short-Term Rental standards, short-term rentals located outside of the Downtown Tourist Area are permitted with a special use permit and upon compliance with certain site standards and separation standards. In this case, the subject site can satisfy the necessary onsite, off-street parking requirements of a minimum of two onsite off-street parking spaces (covered or uncovered) for Short-Term Rentals with up to three

bedrooms. And the proposed short-term rental would be located well in excess of the 1,000-foot separation standard from any existing STR.

Staff finds that the proposed special use can be compatible with the surrounding properties and can be operated in an appropriate manner as to not cause concern for the public health and safety and adjacent land uses.

Being a new special use permit, staff would suggest an initial time limit to allow for appropriate review after it has been in operation for a couple of years.

Staff Recommendation/Action Requested:

City staff recommends approval of the Special Use Permit for a two (2) year time period.

Respectfully Submitted,

Doug Hermes
Planning Consultant
City of Excelsior Springs

Attachments:

Exhibit A – Vicinity Map

ORDINANCE NO. 25-03-02

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SHORT-TERM RENTAL IN DISTRICT “R-1”, SINGLE-FAMILY RESIDENTIAL DISTRICT AT 817 ROWELL STREET, CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application by Fountain of Humber 3, LLC (the “Applicant”) for a Special Use Permit for a Short-Term Rental in District “R-1”, Single-Family Residential District at 817 Rowell Street, Excelsior Springs, Missouri; and

WHEREAS, the Commission held a public hearing on the application on February 24, 2025, and recommended approval of the Special Use Permit for a two-year time period; and

WHEREAS, proper public notice of the public hearing was published one (1) time in the official newspaper of the City.

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 Applicant’s request for a special use permit for a Short-Term Rental in District “R-1”, Single-Family Residential District at 817 Rowell Street, Excelsior Springs, Missouri is hereby approved.

Section 2. The Special Use Permit shall be granted for a period of two (2) years. Prior to expiration of the Special Use Permit, the applicant may apply for extension/renewal.

Section 3. The Applicant shall comply with all other Municipal Code requirements.

Section 4. 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 5. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved the _____ day of _____, 2025.

ATTEST:

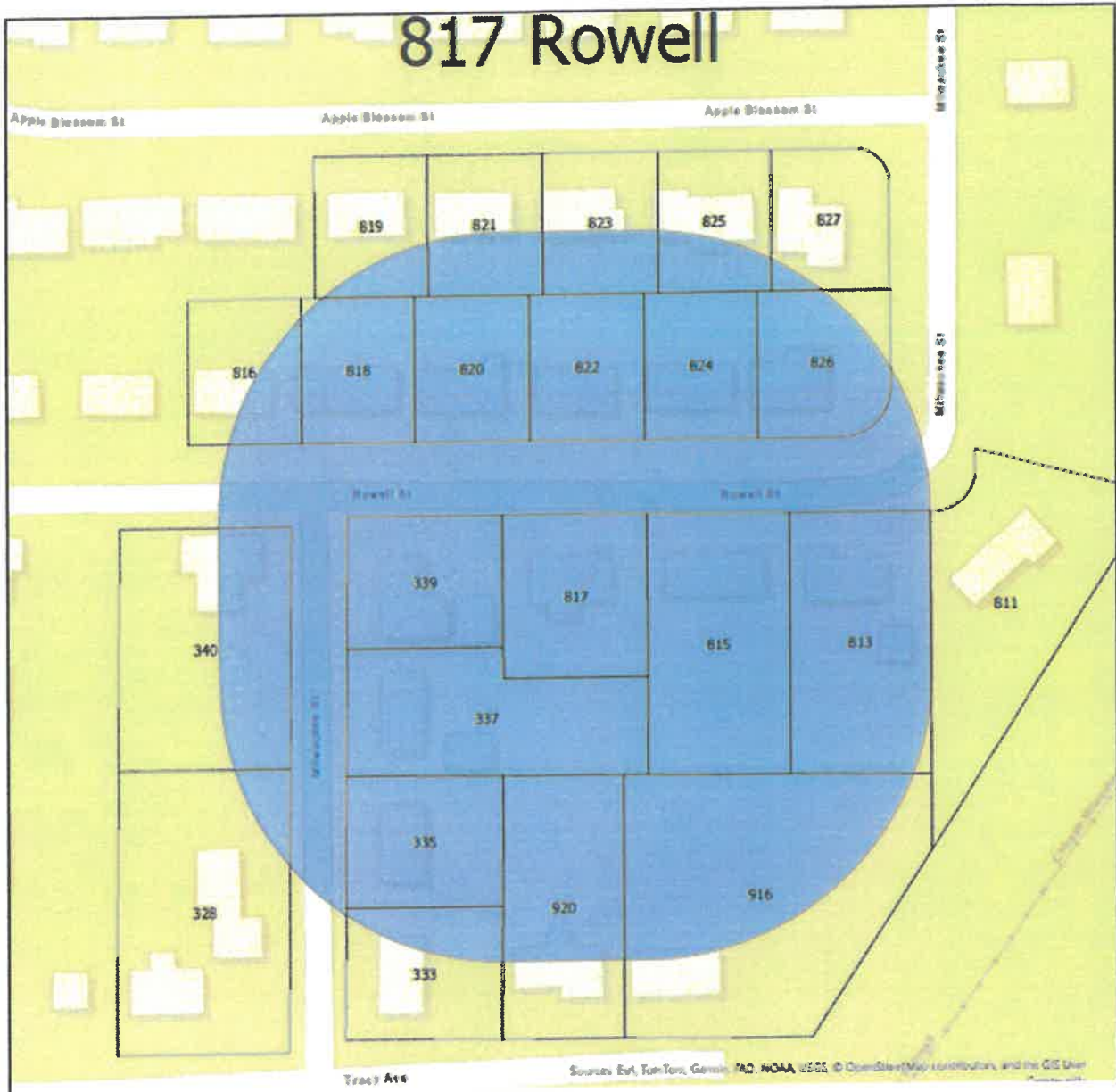
Shannon Stroud, City Clerk

Mark D. Spohn, Mayor

REVIEWED BY:

Molly McGovern, City Manager

817 Rowell



Sources: Esri, DeLorme, GeoEye, IGN, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

PLANNING AND ZONING COMMISSION
MEETING SUMMARY EXCERPT

February 24, 2025

1. SUP-25-001 -Application by Fountain of Humber 3, LLC for a Special Use Permit for the operation of a short-term rental in the R-1 Single-Family Residential district at 817 Rowell Street. (Public Hearing)

Chairman Simmons asked for the staff report.

Mr. Hermes presented the information in the staff report.

Chairman Simmons asked the commission if they had any technical questions for City staff.

Chairman Simmons asked if this applicant has another short-term rental? Ms. Mehaffy said yes, the other one is on Woods Street.

Chairman Simmons asked if there were any more questions for City staff. Hearing none, Chairman Simmons opened the public hearing at 6:15 pm

Applicant Rand Bateman approached the podium, stating that he lives two streets over from this property. He noted that there are two driveways on the property so there is plenty of parking. And if there are any issues with the short-term rental, he lives just two minutes away.

Sandra Schnieder, 825 Apple Blossom, said there is an issue with parking on Rowell Street. She said one house already has six cars and parks some of them on the street.

Michael Jennings, 816 Rowell, said he lives three doors down from the proposed short-term rental and he is concerned about the type of people that would be there. He said several children live in the area and he is concerned for their safety also noise from loud parties.

Kathy Jennings, 816 Rowell, said she doesn't see how there is going to be enough parking as it's already a tight drive to get through the street because of all the street parking.

Mr. Bateman addressed the public present saying that he lives in that area and doesn't see a parking issue as the property has two driveways with plenty of off-street parking for guests. He said he is willing to require his guests to park in the driveways and is happy to give neighbors his phone number so if they see any issue they can give him a call and he will address it.

Chairman Simmons asked for any further public comments. Seeing none, Chairman Simmons closed the public hearing at 6:24 pm.

Chairman Simmons asked for commission discussion on the application.

Hearing none, he called for a motion.

Commissioner Van Till made the motion to approve SUP-25-001 for a two-year term.

Commissioner Vincent second the motion.

Motion Carried.

Vote: Motion passed 5-0-0

Yes: Commissioners Simmons, Vincent, Kelley, Marker and Van Till.

No: Commissioner: None

Abstain: None



Community Development
City Council 3/3/2025

TO: City Council
FROM: Melinda Mehaffy, Director of Economic Development
DATE:
RE: Consideration of Agenda

1. Staff Report - ZTA-25-001 ADU
2. Ordinance - Amending Chap. 400, Sect. 400.240
3. 2-24-25 P&Z Meeting Summary Excerpt for ZTA-25-001

**Community Development Department
Planning & Zoning**

Phone: 816-630-0756; Fax: 816-630-9572



February 24, 2025

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. ZTA-25-001 – Application by the City of Excelsior Springs to amend Chapter 400. Section 400.240 Accessory Uses in the Zoning Regulations of the Excelsior Springs City Code to permit Accessory Dwelling Units (ADU) in District “A”-Agricultural District. (Public Hearing)

Applicant: City of Excelsior Springs

Background:

In 2022, the City Zoning Regulations were amended to permit accessory dwelling units (ADU), accessory to an occupied single-family dwelling unit, in the “R-1”, “R-1A” and “R-2” zoning districts, under certain standards.

City staff has explored whether ADUs could also be permitted in District “A” – Agriculture District, where single-family dwelling units are also common.

When these standards were adopted, City staff applied the interpretation that detached ADUs are considered “accessory use buildings” and thus were subject to the standard that such buildings shall be “located behind the front building line as established by the principal structure” e.g. Single-family dwelling unit. Therefore, a detached ADU could not extend in front of the existing house on the lot.

Discussion:

As a significant amount of the District “A” zoned property in the City is occupied by a single-family dwelling unit, it would appear appropriate that these situations could take advantage of the ADU accessory use. As current District “A” zoned property is largely unplatted and consists of larger tracts of ground, the existing standards would remain appropriate.

It appears that the interpretation requiring the setback of detached ADUs behind the single-family dwelling unit is consistent with City intent. This standard has been applied

since adoption of the ADU accessory use standards. It might be more efficient to explicitly state this standard within the ADU accessory use paragraph for clarity.

The application would amend the ADU accessory use paragraph as follows:

Section 400.240. Accessory Uses

- C. Districts “A”, “R-1”, “R-1A” and R-2” If a lot is occupied by a single-family dwelling unit as the principal use, one (1) accessory dwelling unit (ADU) is permitted under the following standards:
- a. An ADU may be located within the principal single-family dwelling or a detached building.
 - b. Either the principal single-family dwelling or the ADU shall be occupied by the property owner.
 - c. An ADU shall be limited to sixty percent (60%) of the total square footage of the principal single-family dwelling but shall not exceed one thousand (1,000) square feet.
 - d. A detached ADU shall not exceed the height of the principal single-family dwelling.
 - e. **A detached ADU shall be located behind the front building line as established by the principal structure.**
 - f. Construction of an ADU shall comply with all building code requirements for multi-family structures.

Staff Analysis:

Staff believes these two modifications will improve administration and use of the ADU accessory use opportunity and are consistent with the initial purpose and intent of the ADU standards.

Staff Recommendation/Action Requested:

Staff recommends approval of the application.

Respectfully submitted,

Doug Hermes
Planning Consultant
City of Excelsior Springs

ORDINANCE NO. 25-03-03

**AN ORDINANCE AMENDING TITLE IV, CHAPTER 400 ZONING REGULATIONS, OF
THE MUNICIPAL CODE BY AMENDING SECTION 400.240 ACCESSORY USES**

WHEREAS, at its meeting on February 24, 2025, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri (the "Commission") conducted a public hearing wherein it considered and reviewed amendments to Chapter 400 Zoning Regulations of the Municipal Code by amending Section 400.240 Accessory Uses; and

WHEREAS, the Commission approved the proposed amendment at its regular meeting on February 24, 2025, and recommended approval of the amendment to the City Council; and

WHEREAS, the proposed amendment will promote the development, rehabilitation, restoration, and preservation of property in the City and the educational, cultural, economic, health, safety and general welfare of the City.

WHEREAS, the City Council of the City of Excelsior Springs, Missouri has determined that the Municipal Code of the City should be revised as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Chapter 400 Zoning Regulations of the Municipal Code is hereby amended by amending Section 400.240 Accessory Uses, as attached in Exhibit A.

Section 2. Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Ordinance shall be affected; and this Ordinance shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

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 overrides any conflicting provision or regulation with the Municipal Code of the City of Excelsior Springs, Missouri.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved the _____ day of _____, 2025.

ATTEST:

Mark Spohn, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

EXHIBIT A

Chapter 400 Zoning Regulations

Section 400.240. Accessory Uses

- C. Districts “A”, “R-1”, “R-1A” and R-2” If a lot is occupied by a single-family dwelling unit as the principal use, one (1) accessory dwelling unit (ADU) is permitted under the following standards:
- a. An ADU may be located within the principal single-family dwelling or a detached building.
 - b. Either the principal single-family dwelling or the ADU shall be occupied by the property owner.
 - c. An ADU shall be limited to sixty percent (60%) of the total square footage of the principal single-family dwelling but shall not exceed one thousand (1,000) square feet.
 - d. A detached ADU shall not exceed the height of the principal single-family dwelling.
 - e. **A detached ADU shall be located behind the front building line as established by the principal structure.**
 - f. Construction of an ADU shall comply with all building code requirements for multi-family structures.

PLANNING AND ZONING COMMISSION

MEETING SUMMARY EXCERPT

February 24, 2025

1. **ZTA-25-001 – An application by the City of Excelsior Springs to amend Chapter 400. Section 400.240 Accessory Uses in the Zoning Regulations of the Excelsior Springs City Code to permit Accessory Dwelling Units (ADU) in District “A”-Agricultural District. (Public Hearing)**

Chairman Simmons asked for the staff report.

Mr. Hermes presented the information in the staff report.

Chairman Simmons asked the commission if they had any technical questions for City staff.

Commissioner Van Till asked if there have been any applications for ADU? Ms. Mehaffy said the City has had inquiries but no actual applications.

Chairman Simmons said he thinks the City will be seeing more and more of this due to current trends. He said with family's choosing to live together, there is no way for younger folks to afford to purchase a house now. The other side is senior citizens who can no longer care for themselves moving in with family.

Hearing no additional questions from the Commission, Chairman Simmons opened the public hearing at 6:36 pm.

Chairman Simmons asked if there were any members of the public wanting to comment on the application. Seeing none, Chairman Simmons closed the public hearing at 6:37 pm.

Chairman Simmons asked for Commission discussion on the application. Hearing no further comments from the Commission, he called for a motion.

Commissioner Kelly made the motion to approve ZTA-25-001.

Commissioner Marker second the motion.

Motion Carried.

Vote: Motion passed 5-0-0

Yes: Commissioners Simmons, Vincent, Kelley, Van Till and Marker.

No: Commissioner: None

Abstain: None

o O o



City Manager's Office
City Council 3/3/2025

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

1. ES - reso - agreement with USI
2. ES - USI - superseding addendum
3. City of Excelsior Springs MO BAA Fee Agreement (002)

RESOLUTION NO. 1555

A RESOLUTION APPROVING THE CLIENT SERVICE AGREEMENT WITH USI
INSURANCE SERVICES LLC.

WHEREAS, the City of Excelsior Springs, Missouri (the “City”), seeks to procure professional insurance brokerage and consulting services for employee benefits management; and

WHEREAS, USI Insurance Services LLC (“USI”) has proposed to provide such services under the terms and conditions set forth in the Service Agreement, including but not limited to assisting the City with plan design, carrier evaluation, compliance guidance, and claims resolution support; and

WHEREAS, the City Council has reviewed the Agreement and finds it in the best interest of the City and its employees to enter into said Agreement, subject to the Superseding Addendum.

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

Section 1. The City Council approves the Client Service Agreement and its Superseding Addendum, and authorizes the Mayor or City Manager to execute on behalf of the City.

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

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

THIS RESOLUTION PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

SUPERSEDING ADDENDUM TO CLIENT SERVICE AGREEMENT

This Superseding Addendum ("Addendum") is made and entered into as of the date of the last signature below by and between the City of Excelsior Springs, Missouri ("Client") and USI Insurance Services LLC ("Consultant"). This Addendum modifies and supersedes certain provisions of the Consulting Agreement ("Agreement") between the parties. All other terms and conditions of the original Agreement remain in full force and effect.

1. In addition to HIPAA obligations, Consultant agrees to maintain the confidentiality of any information received from the Client that is "closed" under Chapter 610, RSMo. Consultant shall not use or disclose such information except as required to perform services under this Agreement or as required by law.
2. USI shall indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, fines, penalties, costs, and expenses (including but not limited to reasonable attorneys' fees and costs) arising from, relating to, or resulting from any breach of Protected Health Information (PHI) or other confidential information as defined under this Agreement or applicable law.
3. Section 18 is replaced by the following: This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. Notwithstanding any provision of the Agreement to the contrary, the parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Clay County, Missouri or in federal court of the Western District of Missouri.
4. Pursuant to RSMo 285.530(1), by its sworn affidavit, Consultant will affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Consultant affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
5. Notwithstanding any provision to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties agree that the City is not indemnifying Consultant for any reason whatsoever.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written below.

CITY OF EXCELSIOR SPRINGS, MO

By: _____
Name: _____
Title: _____
Date: _____

USI Insurance Services LLC

By: _____
Name: _____
Title: _____
Date: _____

**WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo**

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Office of Homeland Security or an equivalent federal work authorization program operated by the United States Office of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his 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 who would work on the City's project.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 2025.

Notary Public

SEAL



Service Agreement Procedure

General

- The Client Agreement is required for any client where we receive a fee directly from the client.
- The signor for the Service Agreements and BAA is Molly McGovern.
- Any changes to the document must be approved by Brad Vandegriffe & Amy Schroeder
- Any changes to the established fee (increase or decrease) or any new fee must be approved by Brad Vandegriffe & Amy Schroeder.
- A fee CANNOT be invoiced until a signed agreement is in place.
- Our revenue cannot be recognized until a signed agreement is in place.
- We cannot receive any PHI until the BAA is signed by both USI and the Client.
- You must see the Employee Benefits Operations Manager if billing is not on the first day of the month.
- Do not charge on a PEPM basis without approval from the Employee Benefits Operations Manager.
- Use USI Insurance Services LLC as the USI legal entity unless you are in the Northwest (Kibble & Prentice Holding Company, dba USI Insurance Services NW) or Southwest (USI Southwest Inc.)
- A copy of the final executed agreement should be sent to the client, Chris Julie and assigned account manager.
- If you want to include an early termination clause, please see your regional operations manager.
 - Note – if you use an early termination clause, you will also need to disclose this and any compensation in the broker disclosure document.
- The governing law can generally be changed to any state in the U.S.,
 - For USI Northwest, if the governing law is not WA check with Todd McMahon before changing
- If you have any questions, please reach out to Chris Julie.

Exhibit A

- It is very important to carefully review Exhibit A and delete all services that will not or might not be provided.

Exhibit B

- It is very important to carefully review Exhibit B and ensure accuracy prior to sending to the client



CLIENT SERVICE AGREEMENT

Introduction

This Client Service Agreement ("Agreement") is made and entered into on April 01, 2025 ("Effective Date") by and between USI Insurance Services LLC ("USI") and City of Excelsior Springs, Missouri ("Client").

WHEREAS, USI is duly licensed to engage in the insurance business for the purposes set forth herein and;

WHEREAS, Client desires to engage the services of USI upon the terms and conditions hereinafter set forth.

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

1. LINES OF INSURANCE COVERAGE AND OTHER BENEFITS

This Agreement is entered into with respect to the lines of insurance coverage and other mutually agreed-upon programs for which Client agrees to retain USI as its Broker of Record.

2. SERVICES

USI agrees to provide to Client the services outlined in Exhibit A.

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement.

The services to be provided by USI are provided for the exclusive benefit of Client. The services, recommendations, proposals, and information provided by USI are not to be distributed to, used by, or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/product in effect prior to the Effective Date, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/product. USI will neither assume nor accept liability for any deficiencies, errors, or oversights inherent in such policy/product until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

3. COMPENSATION

Fee & Commission Agreement

USI will be compensated for the services outlined in this Agreement through the payment of a fee by Client to USI as well as the payment of commissions received from insurance companies as outlined in Exhibit B.



The commission is usually a percentage of the premium you pay for your insurance policy and it is paid by the insurance company. At your request, we will provide you with a detailed statement regarding our compensation on your account and the way the compensation is calculated. The amount of premium you pay for a policy may change over the term of the policy. For example, the number of enrolled employees will affect the premium. Should the premium for any of your policies change, the amount of compensation paid to us by the insurance company would change accordingly.

Contingent, supplemental, or bonus commissions

It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. Generally, USI will annually receive from the various insurers with which it places employee benefits related risks less than 1% of its total annual premium placements as contingent compensation.

In the event of a material change in Client's operations or other circumstances which results in a material increase in work required of USI under this Agreement, the parties agree the fee shall be subject to good faith negotiation. In the absence of any mutual agreement in writing, USI shall be entitled to commission on any additional coverage added during the term.

4. BUSINESS ASSOCIATE AGREEMENT

USI has been retained by the Client's group health plan ("Covered Entity") to perform certain services on behalf of the Covered Entity in its capacity as a consultant with respect to activities of the Covered Entity as a "group health plan" as defined in 45 C.F.R. § 160.103. In connection with the provision of such services by USI, USI will use and disclose certain Protected Health Information (as defined below) concerning the Covered Entity and its activities.

USI and the Covered Entity desire to enter into a business associate agreement for the purpose of addressing the Privacy Rule, the Security Rule, and the Electronic Transaction Rule, (as those terms are defined below), and for addressing the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009. In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USI and the Covered Entity agree as follows:

4.1. BUSINESS ASSOCIATE DEFINITIONS

4.1.1 "Agreement" shall mean this document, including all properly executed amendments.



- 4.1.2 "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 4.1.3 "Electronic Health Record" shall have the same meaning as the term "electronic protected health information" in § 13400(5) of the American Recovery and Reinvestment Act of 2009.
- 4.1.4 "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
- 4.1.5 "Electronic Transaction Rule" shall mean the final regulations issued by the U.S. Department of Health and Human Services concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.
- 4.1.6 "Individual" shall mean the person who is the subject of the Protected Health Information or a person who qualifies as the personal representative of the individual in accordance with 45 C.F.R. § 164.502(g).
- 4.1.7 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- 4.1.8 "Protected Health Information" shall mean any information, including genetic information, that:
 - (i) relates to the past, present, or future physical or mental health or condition of an Individual;
 - (ii) the provision of health care to an Individual; (c) or the past, present, or future payment for the provision of health care to an Individual; and that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
- 4.1.9 "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 4.1.10 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom authority has been delegated.
- 4.1.11 "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- 4.1.12 "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 4.1.13 "Transaction" shall have the same meaning as the term "transaction" in 45 C.F.R. § 160.103.
- 4.1.14 "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

4.2. SAFEGUARDING PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

- 4.2.1 Permitted Uses and Disclosures. USI hereby agrees that it shall be prohibited from using or disclosing Protected Health Information for any purpose other than as expressly permitted or required by this Agreement.



4.2.1(a) Functions and Activities on Covered Entity's Behalf. Except as otherwise set forth in this Agreement, the parties hereby agree that USI shall be permitted to use and/or disclose Protected Health Information of the Covered Entity only for the purpose of conducting the transactions contemplated under this Agreement and only for purposes within the scope of USI's representation of the Covered Entity.

4.2.1(b) Business Operations. USI is permitted to use and/or disclose Protected Health Information, if necessary, for the proper management and administration of USI's representation of the Covered Entity, or to carry out any legal responsibilities of USI provided that, with respect to any disclosure of Protected Health Information, either:

4.2.1(b)(1) the disclosure is Required by Law; or

4.2.1(b)(2) USI obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that: (i) the Protected Health Information will be held in confidence and used or further disclosed only for the purposes for which USI disclosed the Protected Health Information to the person or as Required by Law; (ii) the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information; and (iii) the person immediately notifies USI of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

4.2.1(c) Data Aggregation Services. USI is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to health care operations of the Covered Entity.

4.2.1(d) Minimum Necessary. USI will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that USI will not be obligated to comply with this minimum-necessary limitation if neither USI nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. USI and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and HHS guidance.

4.2.2 Information Safeguards.

4.2.2(a) Privacy of Covered Entity's Protected Health Information. USI will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit



incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.

4.2.2(b) **Security of Covered Entity's Electronic Protected Health Information.** USI will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that USI creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule.

4.2.3 **Subcontractors and Agents.** USI will require any of its subcontractors and agents to which USI is permitted by this Agreement, or in writing by Covered Entity, to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide satisfactory assurances through a written agreement that meets the applicable requirements of 45 C.F.R. § 164.504(e) that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to USI under this Agreement.

4.2.4 **Prohibition on Sale of Records.** USI shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity or USI obtains from the Individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual, except as otherwise allowed under the HITECH Act.

4.2.5 **Penalties for Noncompliance.** USI acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule, as amended by the HITECH Act.

4.3. COMPLIANCE WITH ELECTRONIC TRANSACTION RULE

If USI conducts, in whole or part, electronic Transactions on behalf of Covered Entity for which HHS has established standards, USI will comply and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transaction Rule. USI shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

4.4. INDIVIDUAL RIGHTS

4.4.1 **Access.** USI will make available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the Individual that is in USI's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524. If the Protected Health Information is held in an Electronic Health Record, then the Individual shall have a right to obtain from USI a copy of such information in an electronic format. USI shall provide such a copy to



Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the Individual or Covered Entity.

4.4.2 Amendment. USI will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

4.4.3 Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

4.4.3(a) Disclosures Subject to Accounting. USI will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that USI makes to Covered Entity or to a third party.

4.4.3(b) Disclosures Not Subject to Accounting. USI will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

4.4.3(c) Disclosure Information. With respect to any disclosure by USI of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, USI will record the following Disclosure Information as applicable to the type of accountable disclosure made:

4.4.3(c)(1) Disclosure Information Generally. Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that USI must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which USI made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

4.4.3(c)(2) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of Covered Entity's Protected Health Information that USI makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that USI must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

4.4.3(d) Availability of Disclosure Information. USI will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health



Record, starting with the date specified by HHS). USI will make the Disclosure Information available to Covered Entity within 60 calendar days following Covered Entity's request for such Disclosure Information to comply with an Individual's request for disclosure accounting. With respect to disclosures related to an Electronic Health Record, USI shall provide the accounting directly to an Individual making such a disclosure request, if a direct response is requested by the Individual.

- 4.4.4 Restriction Agreements and Confidential Communications. USI will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(a) or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies USI in writing of the restriction or confidential communication obligations that USI must follow. Covered Entity will promptly notify USI in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct USI whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. USI will comply with any restriction request if: (i) except as otherwise Required by Law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

4.5. BREACHES

- 4.5.1 Privacy or Security Breach. USI will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. USI will treat the Breach as being discovered in accordance with 45 CFR §164.410. USI will make the report to the Covered Entity not more than 15 calendar days after USI learns of such non-permitted use or disclosure. If a delay is requested by a law enforcement official in accordance with 45 CFR §164.412, USI may delay notifying Covered Entity for the applicable time period. USI's report will at least:

- 4.5.1(a) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
- 4.5.1(b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;
- 4.5.1(c) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;



4.5.1(d) Identify what corrective or investigational action USI took or will take to prevent further non-permitted uses or disclosures to mitigate harmful effects and to protect against any further Breaches;

4.5.1(e) Identify what steps the Individuals who were subject to a Breach should take to protect themselves;

4.5.1(f) Provide such other information, including a written report, as Covered Entity may reasonably request.

4.5.2 Security Incidents. USI will report to Covered Entity any attempted or successful (i) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (ii) interference with USI's system operations in USI's information systems, of which USI becomes aware. USI will make this report once per month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, USI will make the report in accordance with the provisions set forth in Section 4.5.1.

4.6. BUSINESS ASSOCIATE AGREEMENT TERM AND TERMINATION

4.6.1 Term. Notwithstanding Section 5.1, this section shall be effective on the Effective Date and shall terminate when all Protected Health Information provided by Covered Entity to USI, or created or received by USI on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

4.6.2 Right to Terminate for Cause. Covered Entity may terminate this Agreement if it determines, in its sole discretion, that USI has breached any provision of this section, and upon written notice to USI of the Breach, USI fails to cure the Breach within 60 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

4.6.3 Return or Destruction of Covered Entity's Protected Health Information. Upon termination of this Agreement for any reason, USI, with respect to Protected Health Information received from the Covered Entity, or created, maintained, or received by USI on behalf of Covered Entity, shall:

4.6.3.1. retain only that Protected Health Information which is necessary for USI to continue its proper management and administration or to carry out its legal responsibilities;

4.6.3.2. return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that USI still maintains in any form;

4.6.3.3. continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or



disclosure of the Protected Health Information, other than as provided for in this section, for as long as USI retains the Protected Health Information;

4.6.3.4. not use or disclose the Protected Health Information retained by USI other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 4.2.1(b) which applied prior to termination; and

4.6.3.5. return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by USI when it is no longer needed by USI for its proper management and administration or to carry out its legal responsibilities.

Upon Covered Entity's direction, USI will transmit the Protected Health Information to another business associate of the Covered Entity at termination and/or could add terms regarding USI's obligations to obtain or ensure the destruction of Protected Health Information created, received, or maintained by subcontractors.

4.6.4 Continuing Privacy and Security Obligation. If return or destruction of the Protected Health Information is not feasible, USI agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure so as to be consistent with the intent of this Agreement.

4.7. GENERAL PROVISIONS

4.7.1 Access to Books and Records. USI hereby agrees to make its internal practices, books, and records relating to the use, disclosure, and safeguards for Protected Health Information received from, or created or received by USI on behalf of the Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with the Privacy Rule and/or the Security Rule.

4.7.2 Mitigation Procedures. USI agrees to have procedures in place for mitigating, to the extent practicable, any deleterious effect from the use or disclosure of Protected Health Information received from, or created or received by, USI on behalf of the Covered Entity, in a manner contrary to this Agreement or the Privacy Rule.

4.7.3 Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects USI or Covered Entity's obligations under this Agreement, this Agreement will be automatically amended such that the obligations imposed on USI or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

5. TERM AND TERMINATION

5.1. Term. This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with section 5.2 below. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of



its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing. USI shall be entitled to receive the fair market value of services rendered hereunder prior to the date of termination.

5.2. Termination. Either party shall have the right to terminate this Agreement upon 60 days' prior written notice to the other.

6. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in Exhibit A above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

7. ADDITIONAL SERVICES

Additional services are available for additional compensation and subject to the negotiation of separate agreements or by addendum to this Agreement. Such services may include, but are not limited to:

- Human resources advisory services
- Claims and eligibility audits
- Actuarial services
- Employee communications beyond what described in Exhibit A
- Interactive online client services
- Non-benefits insurance brokerage, risk management, and risk financing advice
- Retirement benefits

8. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers and administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

9. NO FIDUCIARY STATUS

USI is not named a fiduciary with respect to any plan for which it may provide services. It is not intended by the Client or USI that any services performed by USI under this agreement shall include any fiduciary duties or make USI a fiduciary of any plan maintained by the Client.

10. DATA SECURITY

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which



are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

11. DATA PRIVACY

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on Client's behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact Client and Client's employees, Client's plan, our contemplated engagement, and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for Client and Client's employees. Client further represents that USI's use of this information to perform services for Client and Client's employees does not and will not violate any privacy notice or other policy issued by Client or any benefit program Client maintains, or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this Agreement.

12. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Notwithstanding the foregoing, any Billing and Collection Agreement (see Exhibit B) to which USI and Client are parties, together with any amendment thereto or replacement thereof, shall remain in effect and shall not be superseded.

13. FORCE MAJEUR

Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server.

14. SELECTION OF ISSUING INSURANCE COMPANY



USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement. USI does not guarantee the solvency of any insurer with which it places Client's risks.

15. VALUE ADDED SERVICES

To the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

16. CONFIDENTIAL INFORMATION

"Confidential Information" shall mean non-public information revealed by or through a party to this Agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.

Except as may be required by law or legal process, or as necessary to perform the Services, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of written permission received from the Disclosing Party. The Receiving Party further agrees to return to Disclosing Party or destroy all Confidential Information received hereunder upon written request therefore. Notwithstanding, Receiving Party may retain a single copy to comply with record retention obligations and is not required to destroy any Confidential Information in its backup archival system, provided Receiving Party maintains its obligations under Paragraph 17 for as long as it is retained.

The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the Receiving Party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential



Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.

In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

17. INTELLECTUAL PROPERTY

USI and Client shall each retain individual ownership of all materials, ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data, programs, training materials, slogans, artwork, research data and results and marketing designs that each provides to this consulting effort (the "Existing Materials"). All Existing Materials shall be subject to the terms and conditions of the confidentiality provisions contained herein. Any and all ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data, programs, training materials, slogans, artwork, research data and results and marketing designs (the "Work Product") conceived or developed between USI and Client hereunder, to the extent that such Work Product is distinct from the individually-owned Existing Materials, shall become the sole and exclusive property of Client. Client agrees to hereby grant USI an unlimited non-exclusive license to use the Work Product, which license shall include use among USI's affiliates.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of New York, without regard to its conflict of laws principles.

19. NOTICES

Any notices required to be given under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, or by confirmed facsimile, to the following addresses which may be changed, from time to time, by written notice as provided herein, setting forth the new address.



Client: 201 E. Broadway Excelsior Springs, MO 64024

USI: 10881 Lowell Ave, #230, Overland Park, KS 66210

20. OTHER GENERAL LEGAL PROVISIONS

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

The parties agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

IN WITNESS WHEREOF, the Client and USI have executed this agreement as of the date(s) first written below.

USI Insurance Services LLC

City of Excelsior Springs, Missouri

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



EXHIBIT A SERVICES

Section 1.0 Consulting Analytical Services:

Design of health care plans, cost-containment and other plan design recommendations

- Review benefit designs and compare to Client's strategic objectives. Recommend modifications where appropriate.
- Evaluate the impact of plan modifications on employees and the potential savings to the Client.
- Evaluate alternate carriers and product offerings.
- Provide benefit benchmarking, as appropriate.

Preparation of bid specifications (RFP) as needed

- Consult with client to establish objectives for market review and identify potential carriers/vendors.
- Assemble benefit, rate, and claim data for inclusion in RFP.
- Deliver RFP to selected vendors and provide any requested additional information.

Analysis of proposals and presentations of findings

- Compare costs, funding, benefits, contracts, negotiated provider discounts, employee network disruption issues, financial strength and anticipated service level for each carrier or vendor, as appropriate.
- Present USI's recommended carriers or vendors. Recommendation supported by detailed analysis.
- Organize finalist meetings with client, if appropriate.

Renewal analysis and negotiation

- Evaluate carrier underwriting practices.
- Negotiate with carriers based on internal underwriting analysis and market trends.

Reporting/Servicing Meetings

- Claims and utilization reporting or summary (quarterly).
- Review of annual accounting as appropriate.
- Benefit Resource Center reports if applicable.

Other underwriting/financial services (if applicable)

- Provide trend analyses, fixed cost and funding analyses, plan design modeling, consumer-driven health care options.
- Perform plan review and analysis, which may include contribution strategy, IBNR calculation, ancillary plan review, alternate-funding review, pharmacy and PBM analysis.



Section 2.0 Account Management Services:

Plan and benefit program design strategy

- Consult with Client to create a benefit philosophy to recruit and retain talent.
- Develop a structured benefits program that supports employee satisfaction and reflects marketplace trends.

Manage implementation process

- Perform contract and benefit booklet review for each brokered plan.
- Employee meetings (On Demand and Virtual), limited to a maximum of one (1) per fifty (50) employees.
- Benefit fairs or in-person meetings may be selected in lieu of employee meetings and will be limited to one (1) per one hundred (100) benefit eligible employees. (Travel costs and/or benefit fair vendor costs may be billed to the client separately)
- Provide customized, consolidated electronic benefit summaries with annual legal notices included.
- Strategic communication campaign in various mediums (as appropriate).

Employer/employee communications

- USI Benefit Resource Center to help resolve employee escalated claim and eligibility issues.
- USI employee benefits mobile application
- Annual Service Calendar that serves as the main document for achievement of specific plan year milestones and goals.
- USI executive series and health and wellness articles
- Technical bulletins (as appropriate)
- Annual stewardship report (as appropriate)
- Consultation in the selection of a Ben Admin or HCM system, when requested.

Section 3.0 Technical Resources:

Population health management/wellness

- Provide monthly electronic wellness communications.
- Design and implement a population health management strategy which may include incentive or disease management strategies (if appropriate).
- Analyze carrier health management program offerings and disease management capabilities and effectiveness.
- Provide ongoing health management program monitoring and return-on-investment reporting if applicable.



Compliance/legal

- If applicable, provide signature-ready 5500 filings and broker compensation disclosure (ERISA 408(b)(2) disclosure) as required by the Employee Benefits Security Administration.
- Provide regular compliance updates and reminders
- Host periodic webinars and seminars
- Assist with compliance questions raised by Client
- Provide additional tools and resources to support compliance (e.g., checklists, compliance calendars, calculators, sample forms, etc.)

Other USI Technical Resources

Other USI Technical Resources (e.g. Communications Consultants, Pharmacy Consultants, International Benefits) may be engaged as appropriate to support USI solutions incorporated into the strategic goals and plans for each client.

The exact services a client receives will be determined based on client needs and demographics.



EXHIBIT B FEE & COMMISSION SCHEDULE

In consideration of the performance of the Services as described in Exhibit A, USI shall be compensated as outlined below:

Annual USI Fees:	\$36,000.00
Estimated Annual Commissions: ¹	\$14000
Total Annual Compensation:	\$50000

1. Fees will be billed by USI on a monthly basis and are due upon receipt . An additional service fee of \$50 per month will be charged to accounts more than thirty (30) days past due.
2. Commissions are remitted by the carrier directly to USI upon payment of premium by the Client. With respect to insurance placed by USI on Client's behalf, USI will disclose to Client any commissions received by USI and offset the commissions received against the fee, to the extent allowed by applicable law.
3. Commissions are remitted by the carrier directly to USI upon payment of premium by the client and are in the following amount:
 - a. Morgan White Group – commission rate of 10%
4. Compensation will be in effect for the Term unless modified in accordance with Section 13 of the Agreement.
5. For specific services that are requested by the Client, but not outlined in the description of services to be provided by USI, the Client will be billed for work performed. The cost for these services will be billed on a per hour basis or per project basis and included in the next available monthly invoice. No services will be performed without prior written approval from the Client.

¹ Estimated Annual Commissions are commissions payable to USI which are included in the premium and/or administrative costs payable by the Client to the insurance carriers.