

NOTICE OF OPEN MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, April 7, 2025** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

The tentative agenda of this meeting is as follows.

**City Council
City of Excelsior Springs**

A G E N D A



City Council Meeting
6:00 PM
Monday, April 7, 2025
Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs MO

AMENDED AGENDA

CLOSED SESSION IMMEDIATELY FOLLOWING PURSUANT TO SECTIONS
610.021.1 & 610.021.2, RSMO.

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 March 17, 2025

CONSIDERATION OF AGENDA

1. Presentation - Annual Storm Water Report
2. Consideration of Purchase of Ford F-550 Truck for Water Department - Resolution No. 1560

3. Consideration of Purchase of GMC 1500 Pickup Truck for Pollution Department - Resolution No. 1561
4. Consideration of Change Order No. 1 to the Contract with Mega KC for the Dry Fork Greenway Project - Resolution No. 1562
5. Consideration of Agreement with the Department of the Army - Ordinance No. 25-04-01
6. Consideration of Amendment to Section 400.130 R-4 Medium Density Residential District - Ordinance No. 25-04-02
7. Consideration of Authorization of Destruction of Certain Municipal Records - Ordinance No. 25-04-03

Remarks - City Manager

Remarks - City Council

Remarks - Mayor

Motion to Close the Regular Session and go into Closed Session Pursuant to Sections 610.021.1 & 610.021.2, RSMo.

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 AGENDA posted Friday, April 4, 2025 at 9:00am

REGULAR CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
March 17, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, March 17, 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 Mike 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: Mike Boudreaux, Pastor of the Crescent Lake Christian Center invited everyone to the Pastoral Alliance Annual Prayer Breakfast that will be May 1st at 7am at the Elms. Many of you have the invitation from Mark and I for the event. We have a great speaker. We would love for you to come. John McGovern has tickets you can purchase.

Missouri State Representative Mark Meirath gave updates on House Bill 1534.

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

Councilman Renne made a motion to approve the minutes of the Regular City Council Meeting of March 3, 2025. Motion was seconded by Councilman St. John. All in favor; motion carried.

Minutes of the Regular City Council Meeting of March 3, 2025 passed and approved March 17, 2025.

CONSIDERATION OF AGENDA:

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

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

Nays: None, motion carried.

The agenda as presented passed and approved March 17, 2025.

PRESENTATION – STATE RESOLUTION HONORING NATE WILLIAMS:

Missouri State Representative Mark Meirath presented Director of the Excelsior Springs Parks, Recreation, and Community Center Nate Williams with a State Resolution honoring him for his achievements and dedication.

PRESENTATION – DEP’S ANNUAL REPORT:

Lyndsey Baxter, Executive Director of the Downtown Excelsior Partnership, Inc. presented their 2024 Annual Report. The presentation named the 2024-2025 Board of Directors, highlighted key achievements, gave statistics on outreach, sales tax, 2024 events and visit totals, 2024 reinvestment statistics, a financial summary, volunteer participation, and a look ahead at plans for 2025 and beyond.

ORDINANCE NO. 25-03-04, CONSIDERATION OF DESTRUCTION OF CERTAIN MUNICIPAL RECORDS:

Mayor Spohn read by title the first reading of Ordinance No. 25-03-04.

Mallory Brown, Director of Community Development briefed the Council of the Resolution.

Councilman McGovern made a motion to place Ordinance No. 25-03-04 authorizing the destruction of certain municipal records on second reading. Motion was seconded by Mayor Pro-Tem Spear.

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

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-03-04.

Mayor Pro-Tem Spear made a motion to approve Ordinance No. 25-03-04 authorizing the destruction of certain municipal records. Motion was seconded by Councilman St. John.

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

Nays: None, motion carried.

Ordinance No. 25-03-04 passed and approved March 17, 2025.

ORDINANCE NO. 25-03-05, CONSIDERATION OF APPLICATION FOR STATE TRANSIT ASSISTANCE:

Mayor Spohn read by title the first reading of Ordinance No. 25-03-05.

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

Councilman St. John made a motion to place Ordinance No. 25-03-05 authorizing the Mayor to apply for Federal Financial Assistance on behalf of the City of Excelsior Springs, Missouri and to execute any contract(s) resulting from such application for any grants between the City of Excelsior Springs, Missouri and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for commission approved transit projects 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. 25-03-05.

Mayor Pro-Tem Spear made a motion to approve Ordinance No. 25-03-05 authorizing the Mayor to apply for Federal Financial Assistance on behalf of the City of Excelsior Springs, Missouri and to execute any contract(s) resulting from such application for any grants between the City of Excelsior Springs, Missouri and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for commission approved transit projects. Motion was seconded by Councilman Renne.

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

Nays: None, motion carried.

Ordinance No. 25-03-05 passed and approved March 17, 2025.

RESOLUTION NO. 1556, CONSIDERATION OF UBAS AGREEMENT WITH MCANANY CONSTRUCTION:

Mayor Spohn read by title Resolution No. 1556.

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

Councilman St. John made a motion to approve Resolution No. 1556 approving and authorizing the execution of a UBAS agreement with McAnany Construction. 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. 1556 passed and approved March 17, 2025.

RESOLUTION NO. 1557, CONSIDERATION OF AGREEMENT WITH VANCE BROTHERS LLC FOR THE 2025 STREETScape PROJECT:

Mayor Spohn read by title Resolution No. 1557.

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

Councilman Renne made a motion to approve Resolution No. 1557 approving and authorizing the execution of a Chip Seal agreement with Vance Brothers. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Resolution No. 1557 passed and approved March 17, 2025.

RESOLUTION NO. 1558, CONSIDERATION OF BASE REPAIR AGREEMENT WITH ALL PRO ASPHALT FOR THE 2025 STREETScape PROJECT:

Mayor Spohn read by title Resolution No. 1558.

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

Mayor Pro-Tem Spear made a motion to approve Resolution No. 1558 approving and authorizing the execution of a base repair agreement with All Pro Asphalt. Motion was seconded by Councilman St. John.

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

Nays: None, motion carried.

Resolution No. 1558 passed and approved March 17, 2025.

RESOLUTION NO. 1559, CONSIDERATION OF DECLARATION OF BOARD VACANCIES:

Mayor Spohn read by title Resolution No. 1559.

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

Councilman McGovern made a motion to approve Resolution No. 1559 officially declaring vacancies which now exist or will exist through the month of May, 2025 on various boards and commissions for the City of Excelsior Springs. Motion was seconded by Mayor Pro-Tem Spear.

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

Nays: None, motion carried.

Resolution No. 1559 passed and approved March 17, 2025.

FEBRUARY 2025 REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Spohn read by title the consideration.

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

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

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. Transmittals include the February Court Report, an invitation to the Job Corps Community Relations Council, information provided by Rick Yoder on the Gateway Trails Solar Project, letters to Rep. Mark Meirath and Sen. Kurtis Gregory in support of continued funding for Career and Technical Education, information from Deb Foster with the Museum on the Vietnam Traveling Memorial Wall that is an exhibit coming to the Piburn Field on September 9th through September 14th in 2026, and upcoming City Officials Training seminar details.

Mayor Pro-Tem Spear:

1. I had the privilege to stop by our local fire station. Nathan Box gave me a tour of the fire training facility and I got to meet John Potter. What a phenomenal asset for this community. It is something that is going to be beneficial for our local, as well as the surrounding fire departments.

Councilman Renne:

1. Next week, we are honored to have Neighborhood Specialist David Burton with the MU Extension come speak at the Library on the 25th at 7pm with the Neighborhood Engagement Team, as well as the Ministerial Alliance to help launch the Mayor's Block Party Challenge.

Councilman McGovern:

1. I appreciate Representative Meirath and his wife Becky for attending tonight's meeting and making a presentation to Nate that was pretty special.
2. I have tickets for the Mayor's Prayer Breakfast on May 1st.

Councilman St. John:

1. Nate, congratulations.
2. Mallory, welcome.
3. DEP is really rocking and rolling. I don't know if we realize the impact that group and organization has made; it really makes a difference in our downtown.

Mayor Spohn:

1. I echo the comment about our downtown. If you look at Missouri DNR's website of the 1991 real estate inventory pictures, almost every business on Broadway and half on Thompson were boarded up. We have come a long way.
2. I echo the comments on the Mayor's Prayer Breakfast that will be Thursday, May 1st at 7am at the Elms. It will be a very uplifting experience.

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

With no further business at hand, Councilman McGovern motioned to close the Regular City Council Meeting of March 17, 2025 and go into CLOSED SESSION immediately following pursuant to Section 610.021.1, RSMo. Mayor Pro-Tem Spear seconded. No discussion was held by City Council Members.

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

Nays: None, motion carried.

The Regular City Council Meeting of March 17, 2025 adjourned at 6:59 pm.

MARK D. SPOHN, MAYOR

ATTEST:

SHANNON STROUD, CITY CLERK



Public Works**City Council 4/7/2025**

TO: City Council
FROM: Nate Conyers
Storm Water Coordinator
DATE:
RE: Consideration of Agenda

1. 2024 MS4 Annual Report Part D Attachment - Excelsior Springs 2-24-25

PART C – STORM WATER MANAGEMENT PROGRAM PARTNERS

The City of Excelsior Springs is a member of the Mid America Regional Council (MARC) Water Quality Education Committee (WQEC) and utilizes MARC's services to augment their local public outreach and education programs. While MARC augments the City's programs, it neither solely operates nor implements any BMP for Excelsior Springs. The City is not working towards the development of an integrated plan. The primary point of contact for MARC is Tom Jacobs (Environmental Programs Director). His contact information:

Email: tjacobs@marc.org

Phone #: 816-474-4240

Address: 600 Broadway, Suite 200, Kansas City, MO 64105

PART D–MINIMUM CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND MEASURABLE GOALS EVALUATION

MCM 1. Public Education and Outreach

1. (4.1.A) Who are the target audiences? **Residents and Detention Basin Owners**

Were any changes made to target audiences during reporting period? **No**

2.(4.1.B) What are the target pollutants? **Common urban stormwater pollutants (IDDE, Garbage/Litter and Deicing Chemicals) and pollutants associated with land development**

Were any changes made to target pollutants during reporting period? **No**

3.(4.1.C) Were any changes made to educational resources to be used as BMPs (materials, postings, etc.) in conjunction with the selected pollutants for the selected target audiences during reporting period? If Yes, please include an attachment describing changes. **No**

4.(4.1.D, 4.1.E) Were any changes made to involvement activities, or support to be used as BMPs (events, activities, etc.) in conjunction with the selected pollutants for the selected target audiences during reporting period? If Yes, please include an attachment describing changes. **No**

5. (4.1.F) Were all BMPs for MCM 1 evaluated during reporting period? If No, please include an attachment describing what BMPs were not evaluated and why. **Yes**

6. Were the measurable goals for all BMPs for MCM 1 successfully reached? If No, were the measurable goals or BMPs evaluated/modified in an effort for success in the next reporting period? **Yes**

For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.

- **The City's stormwater information web pages were up all year. The stormwater quality page had 3,021 page views, the stormwater resources page has 1,853 page views, the waterways information page had 5,024 page views, and the Fishing River Downtown page had 375 page views in 2024. MARC stormwater quality information was available on their web site and linked from the City's web site. The following pdf files were downloaded: Designing a rain garden (373 downloads), Rain garden planting (329 downloads), SWMP (1,134 downloads), Biennial/Annual Reports (594 downloads) and the Fishing River Watershed Study Open House (141 downloads).**
- **The City's Stormwater Education Facebook page has 52 followers. Public education on stormwater quality topics was posted quarterly on Facebook:**
 - **February 16, 2024 – "Where it Flows, Everything Goes" (Garbage Trashes Our Water) – 3 likes, 3 shares**
 - **September 25, 2024 – "Where it Flows, Everything Goes" (IDDE) – 1 like, 0 shares**
 - **December 6, 2024 – Protect waterways during winter weather (snow/ice removal) – 3 likes, 1 share**
- **In recent years, Boy Scouts marked 286 inlets (of the total 337 inlets = 85%) with a combination of marking disks and stenciled messages. In 2024, 11 were remarked with an additional 36 field-verified that the markings were still legible and intact. Also in more recent years, new storm inlets added to the MS4 have been installed with the casting marked with the "No dumping" message. However, in 2024, 2 new MS4 inlets were constructed and accepted into the City's system for maintenance (though a subdivision is currently under construction).**
- **Paid the annual fee for the MARC water quality committee in March 2024 (\$1150). The City stormwater coordinator keeps a file of the various educational pamphlets from MARC to hand out based on the types of issues he encounters while completing his duties. The Stormwater Coordinator also has joined the MARC Water Quality Committee to improve the voice of the small MS4 communities in order for the program to better benefit Excelsior Springs.**
- **Hosted a cleanup event along the Fishing River and its tributaries as part of an Earth Day celebration April 20, 2023. Approximately 3 miles of**

- **Met with 60 students and 4 teachers from Lewis Elementary in December of 2024. Students gave presentations on erosion and flood control, followed by a Q&A session. 60 Missouri Stream Team coloring books were given to the teachers for the students.**
- **riverbank/streambank (and much of the contributing watershed in the downtown area) were cleaned by 61 volunteers resulting in the collection of 48 large (55 gallon) bags of trash, 11 smaller mesh stream cleanup bags of trash, 21 tires, and 12 large pickup truck (F550) loads of bulky items. City staff organized and advertised the event and provided all of the trash disposal. The Parks Department estimated this at over \$5,820 of cleanup efforts.**
- **Yard waste was collected from March 1 to December 21 on Fridays, Saturdays and Sundays from 8:00 A.M. to 3:00 P.M. There was no grinding of the yard waste during this reporting period. Typically, this is done every one to three years based on the volume collected and a large amount was hauled off in 2022.**
- **Encouraged citizens to utilize the various permanent and mobile locations for household hazardous waste dropoff around the Kansas City metro area. The City web site has a link to the RecycleSpot.org web site where information about HHW can be taken. Typically, the Mid-America Regional Council reports the pounds of HHW waste collected from residents of each municipality in the service area early in the next year. However, the pounds of HHW collected, the number of cars that dropped it off were not available at the time of this report. Typically, the reports and other information about current and past dropoff events can be found at the following link: <https://www.marc.org/environment/recycling-and-solid-waste/household-hazardous-waste>**
- **Met with 4 owners of existing post-construction stormwater BMPs to educate each on the operation and maintenance requirements of their BMPs.**

7. Were the BMPs for MCM 1 determined effective/successful for this reporting period? If No, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? **Yes**

8. Were any changes made to MCM 1 during the reporting period that were not covered above, including the addition of programmatic BMPs? If Yes, please include an attachment describing changes. **No**

MCM 2. Public Involvement and Participation

3. (4.2.D) Were any changes to publicly available method to accept public inquiries, or concerns, and to take information provided by the public about stormwater and stormwater related topics made during reporting period? If Yes, please include an attachment describing changes. **No changes**

4. Were all BMPs and tracking methods for 4.2.D evaluated during reporting period? If No, please include an attachment describing what BMPs were not evaluated and why. **Yes**

5. (4.2.E) Does the permittee utilize a stormwater management panel or committee during the reporting period? If Yes, was the panel or committee determined to be effective/successful for this reporting period? If the permittee does not currently utilize a stormwater management panel or committee, did the permittee evaluate the potential benefits of utilizing a stormwater management panel or committee? **No, the City does not have a stormwater management panel or committee. Yes, the City evaluated the potential benefits of utilizing a stormwater management committee and does not believe it makes sense for the City at this time.**

6. Were any changes to 4.2.E made during reporting period? If Yes, please include an attachment describing changes. **No**

7. (4.2.F) On what date did the permittee provide an update to the governing board on the status of, or updates on, the Stormwater Management Program, including compliance with the program for this reporting period? **Update on program by Nate Conyers at the City Council Meeting on March 18, 2024.**

8. (4.2.I) Were all tracking mechanisms and databases for MCM 2 evaluated during this reporting period? If No, please include an attachment describing why the mechanisms were not evaluated. **Yes**

9. Were the measurable goals for all BMPs for MCM 2 successfully reached? If No, were the measurable goals or BMPs evaluated/modified in an effort for success in the next reporting period? **Yes**

For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.

Received 5 public inquires during the reporting period (4 via phone call/voicemail 1 via email). Two were related to private property flooding issues and two were related to “sinkholes” from pipe or inlet failures. Staff met with 3 property owners in person and spoke with the other property owner on the phone. All necessary follow up (including two capital repairs/replacements) were completed.

10. Were the programmatic BMPs for MCM 2 determined effective/successful for this reporting period? If No, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? **Yes**

11. Were any changes made to MCM 2 during the reporting period that were not covered above, including the addition of programmatic BMPs? If Yes, please include an attachment describing changes. **No**

MCM 3. Illicit Discharge Detection and Elimination

1. (4.3.A) Were any changes to the storm sewer system map made during reporting period? **No (no new facilities constructed, no annexation)**

2. (4.3.C) Were any changes made to the ordinance for prohibition of non-stormwater into the storm sewer system during this reporting period? **No**

3. (4.3.D) Was the measurable goal for dry weather field screening met? If No, were the measurable goals evaluated/modified in an effort for success in the next reporting period? **Yes**

4. (4.3.H) Were the priority areas evaluated for this reporting period? If Yes, were the priority areas determined to be appropriate for the next reporting period? Will additional or new priority areas be identified for the next reporting period? **Yes, they were evaluated. Yes, they are appropriate for the next reporting period. No new areas will be added at this time.**

5. (4.3.J) Were any illicit discharge investigations conducted during this reporting period? If Yes, were the investigation procedures, response times, and tracking mechanisms determined to be appropriate for the next reporting? If No, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? **Yes – illicit discharge investigations were conducted during this reporting period. Yes – investigation procedures, response times and tracking mechanisms appear to be appropriate.**

6. (4.3.K) Were MCM 3 enforcement procedures evaluated during this reporting period? If No, please include an attachment describing why the procedures were not evaluated. **Yes**

7. (4.3.L) Were all tracking mechanisms and databases for MCM 3 evaluated during this reporting period? If No, please include an attachment describing why the mechanisms were not evaluated. **Yes**

8. (4.3.M, 4.3.Q) Were all outreach and internal training procedures for MCM 3 evaluated during this reporting period? If No, please include an attachment describing why the procedures were not evaluated. **Yes**

9. Were the measurable goals for all BMPs for MCM 3 successfully reached? If No, were the measurable goals or BMPs evaluated/modified in an effort for success in the next reporting period? **Yes**

For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.

- **35 outfalls were dry weather field screened (25 within the priority areas); The total number of outfalls had previously been established as 84, but with recent training on the definition of outfall, it is expected that this total is much lower as many discharge points of the engineered stormwater collection system will not meet the legal definition of “MS4 Outfall”. The discharge points will be used as “outfalls” until field-evaluated to verify which will be in the outfall total. Only one of the discharge points had dry weather flow. One turned out to be a leak on a potable water main. This line has been fixed.**
- **1 illicit discharge was reported by the public and 3 were reported by City staff. All were investigated immediately and resolved. City provided personnel and equipment to assist with clean up as needed.**
- **Continued to promote proper disposal of household hazardous waste through the regional program discussed under MCM #1. Actual pounds of HHW collected from residents was not available at the time of this report.**
- **37 employees trained on illicit discharges**
- **Facebook post messages covered illicit discharge education (See MCM #1)**
- **Sanitary sewers were inspected for potential for exfiltration of waste that could impact the City’s MS4. In 2024: 3,976 feet of sanitary sewers were inspected via CCTV.**

10. (4.3.N -4.3.R) Were the programmatic BMPs for MCM 3 determined effective/successful for this reporting period? If No, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? **Yes**

11. Were any changes made to MCM 3 during this reporting period that were not covered above, including the addition of programmatic BMPs? If Yes, please include an attachment describing changes. **No**

MCM 4. Construction Site Stormwater Runoff Control

1. (4.4.A) Were any changes to the ordinance for construction site stormwater made during this reporting period? If Yes, please include an attachment describing changes.

No

2. (4.4.B) Were the pre-construction plan review procedures evaluated during this reporting period? If No, please include an attachment describing why the review procedures were not evaluated. **Yes**

3. (4.4.C) Were the procedures for construction site inspections evaluated during this reporting period? If No, please include an attachment describing why the procedures were not evaluated. **Yes**

4. (4.4.D) Were construction site enforcement procedures evaluated during this reporting period? If No, please include an attachment describing why the procedures were not evaluated. **Yes**

5. (4.4.E) Were the procedures for requiring construction site operators to conduct site inspections evaluated during this reporting period? If No, please include an attachment describing why the procedures were not evaluated. **Yes**

6. (4.4.F, 4.4.G) Were all tracking mechanisms and databases for MCM 4 evaluated during this reporting period? If No, please include an attachment describing why the mechanisms and/or databases were not evaluated. **Yes**

7. (4.4.J) Were all procedures for public submittal of concerns or information related to construction sites evaluated during this reporting period? If No, please include an attachment describing why the procedures were not evaluated. **Yes**

8. (4.4.K) Were all internal training procedures for MCM 4 evaluated for effectiveness during this reporting period? If No, please include an attachment describing why the procedures were not evaluated. **Yes**

9. (4.4.L) Were all procedures outlining the local inspection and enforcement for MCM 4 evaluated during this reporting period? If No, please include an attachment describing why the document(s) were not evaluated. **Yes**

10. Were the measurable goals for all programmatic BMPs for MCM 4 successfully reached? If No, were the measurable goals or programmatic BMPs evaluated/modified in an effort for success in the next reporting period? **Yes**

For each of the programmatic BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.

- Continued pre-construction plan review of new and redevelopment projects disturbing more than one acre ensuring that selected BMPs are appropriate for the site. The City contract review engineer received and reviewed 4 sets of plans in 2024. This resulted in the issuance of 3 permits (1 still in the review process).
- Continued to receive and log any public input on construction site runoff control. During the reporting period, no complaints were received in regard to 5 active sites. Staff believes that this is directly correlated to the ongoing education efforts by meeting with contractors early in the construction process to ensure they understand the permit requirements and inspectors' expectations.
- Continued to require weekly contractor self-inspections of active construction sites that result in land disturbance of greater than or equal to one acre and any smaller land disturbances if part of a greater plan or sale that would exceed the one-acre threshold in aggregate.
- In 2024, 65 site inspection visits to 5 active construction sites were completed by the Stormwater Coordinator on grading permits. During this same period, Code Enforcement staff performed 42 inspections on 20 active residential permits.
- Continued to take enforcement actions as necessary to ensure proper construction site runoff control on applicable sites. No written violation and 8 verbal warnings were issued by the Stormwater Coordinator on grading permits. Code Enforcement had 7 stormwater related violations on residential permits. All issues were corrected.
- Met with 2 different contractors on-site prior to each of their projects starting to explain expectations for construction site runoff control.

11. (4.4.H, 4.4.I, 4.4.M) Were the programmatic BMPs and procedures for MCM 4 determined effective/successful for this reporting period? **Yes**

12. Were any changes made to MCM 4 during the reporting period that were not covered above, including the addition of programmatic BMPs? If Yes, please include an attachment describing changes. **No**

MCM 5. Post-Construction Stormwater Management in New Development and Redevelopment

1. (4.5.A) Were any changes to the ordinance for post-construction runoff site stormwater made during this reporting period? If Yes, please include an attachment describing changes. **No**

2. (4.5.B) Were any changes to the permittee's strategy to minimize water quality impact made during this reporting period? This includes any policy or ordinance changes to either structural or non-structural controls. If Yes, please include an attachment describing changes. **No**

3. Were all strategies (programmatic BMPs) for 4.5.B evaluated during this reporting period? If No, please include an attachment describing what BMPs were not evaluated and why. **Yes**

4. (4.5.C) Were the pre-construction plan review procedures evaluated during this reporting period? If No, please include an attachment describing why these procedures were not evaluated. **Yes**

5. (4.5.D) Were procedures for long-term operation and maintenance of the post-development BMPs evaluated during this reporting period? If No, please include an attachment describing why these procedures were not evaluated. **Yes**

6. (4.5.E) Were the procedures for inspections or requiring inspections, evaluated during this reporting period? If No, please include an attachment describing why these procedures were not evaluated. **Yes**

7. Were the measurable goals for all BMPs for 4.5.E successfully reached? If No, were the measurable goals evaluated/modified in an effort for success in the next reporting period? **Yes**

8. (4.5.F, 4.5.G) Were compliance and enforcement procedures evaluated during this reporting period? If No, please include an attachment describing what BMPs were not evaluated and why. **Yes**

9. (4.5.H) Was the inventory of all post-construction BMPs, including the tracking mechanism, evaluated during this reporting period? If No, please include an attachment describing why these procedures were not evaluated. **Yes**

10. (4.5.I) Were all tracking mechanisms for post-construction BMP inspections, including the tracking mechanism, evaluated during this reporting period? If No, please include an attachment describing why these procedures were not evaluated. **Yes**

11. (4.5.L) Were all training procedures for inspections evaluated for effectiveness during this reporting period? No, please include an attachment describing why these procedures were not evaluated. **Yes**

12. Were the measurable goals for all programmatic BMPs for MCM 5 successfully reached? If No, were the measurable goals or programmatic BMPs evaluated/modified in an effort for success in the next reporting period? **Yes**

For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.

- **Continued to utilize the various requirements for quantity and quality control on new and redevelopment projects found within the UDO and stormwater ordinances as well as the design criteria located in KC APWA Section 5600 Stormwater Design Criteria and KC APWA/MARC Manual of Best Management Practices for Stormwater Quality. In 2024, 3 plans for new or redevelopment that included post-construction structural BMPs were reviewed, and 3 permits were issued for construction. This resulted in the construction of 2 underground detention storage facilities and 2 dry basins.**
- **Continued to require long term operation and maintenance of post-construction BMPs through the execution of recorded maintenance covenants and an annual inspection of all existing BMPs. In 2024: two maintenance agreements were executed and recorded with Clay County.**
- **56 existing post-construction BMP inspections were completed. Four facilities had violations (mostly minor mowing and/or litter issues though one had silt fence that had never been removed following construction). Both were corrected following verbal warnings.**

13. (4.5.J, 4.5.K, 4.5.M) Were programmatic BMPs and procedures for MCM 5 determined effective/successful for this reporting period? If No, were the programmatic BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? **Yes**

14. Were any changes made to MCM 5 during the reporting period that were not covered above, including the addition of programmatic BMPs? If Yes, please include an attachment describing changes. **No**

MCM 6. Pollution Prevention/Good Housekeeping for Municipal Operations

1. (4.6.A) Did the permittee maintain and utilize an employee training program for MS4 municipal operations staff? What date or dates was the training held during this reporting period? **37 employees trained in June 2024**

2. Were any changes to the training program made during reporting this period? If Yes, please include an attachment describing changes. **No**

3. (4.6.B) Were the following topics covered during training for this reporting period?
•Vehicle and equipment washing **Yes**

- Fluid disposal and spills **Yes**
- Fleet, equipment, and building maintenance **Yes**
- Park, open space maintenance procedures (including fertilizer, herbicide, pesticide application) **Yes**
- New construction, road maintenance, and land disturbances **Yes**
- Stormwater system maintenance **Yes**
- MS4 operated salt and de-icing operations **Yes**
- Fueling **Yes**
- Solid waste disposal **Yes**
- Street sweeper operations **Yes**
- Illicit Discharges **Yes**

4. (4.6.C) Were training materials, written procedures for the training program, and a schedule for topics evaluated during this reporting period? If No, please include an attachment describing what BMPs were not evaluated and why. **Yes**

5. (4.6.D) Was a list of municipal operations/facilities impacted by the MS4 permit maintained and evaluated during this reporting period? **Yes**

6. (4.6.E) Was a list of all industrial facilities owned or operated by the permittee which are subject to NPDES permits for discharges of stormwater associated with industrial activity, maintained and evaluated during this reporting period? **Yes**

7. (4.6.F) Were controls and procedures for reducing or eliminating the discharge of floatables and pollutants from municipal facilities evaluated during this reporting period? If No, please include an attachment describing what elements and procedures were not evaluated and why. **Yes**

8. Were inspections conducted on these facilities at minimum annually? **Yes**

9. Were the stormwater control measures and other programmatic BMPs for 4.6.E determined effective/successful for this reporting period? If No, were the BMPs, and procedures determined to be ineffective/unsuccessful evaluated for modification or replacement? **Yes**

10. (4.6.G) Were procedures for proper disposal of waste removed from the MS4 structures and areas of jurisdiction evaluated during this reporting period? If No, please include an attachment describing why the procedures were not evaluated. **Yes**

11. (4.6.H) Was washing of municipal vehicles and/or equipment taking place on a facility owned and/or operated by the permittee during this reporting period? If Yes, were procedures for proper disposal of wash water evaluated during this reporting period? If No, please include an attachment describing what procedures were not evaluated and why. **Yes, there was washing of City vehicles/equipment at City facilities. Yes, standard operating procedures were followed for proper disposal of wash waters.**

12. (4.6.I) Did the permittee maintain written Stormwater Pollution Prevention Plans or an Operations and Maintenance Manual for all applicable MS4 facilities during this reporting period? If No, please include an attachment describing why the document(s) were not created and/maintained. **No. Staff used Good Housekeeping Standard Operating Procedures and more site specific SWPPPs were begun but not finished during the reporting period. They will be finished early in the next reporting period.**

13. Did the permittee evaluate the results, controls, and inspection procedures to ensure compliance with the permit and determine if changes are needed? This evaluation may also aid in finding priority areas or pollutants in relation to MCM 3, or adding more education in relation to MCM 1. If No, please include an attachment describing what BMPs were not evaluated and why. **Yes**

14. (4.6.J) Were any new flood management projects reviewed or begun during this reporting period? If Yes, were procedures used to determine if there are impacts to water quality for the new project? **No**

15. Were the measurable goals for all BMPs for MCM 6 successfully reached? If No, were the measurable goals evaluated/modified in an effort for success in the next reporting period? **Yes**

For each of the BMPs under this MCM, please provide a brief summary of how the measurable goals were achieved and documented. For any BMPs where the measurable goals were not achieved, provide a brief summary of how the BMP evaluated/modified in an effort for success in the coming reporting year.

- **Continued to provide employee training on stormwater quality protection. In 2024: 37 employees were trained on stormwater SOPs (June).**
- **Continued to perform maintenance activities on the MS4. Generally, there are approximately 25 grated inlets that tend to clog with leaves and other waste that are checked after rain events and cleaned.**
- **Continued to sweep streets to reduce pollutant loads. In 2024: 493 miles were swept.**
- **One hundred tons of salt was purchased for the 2023-2024 snow season. The pad outside the salt barn was swept after each snow event.**
- **Continued to have the grit chambers in the maintenance facility cleaned out regularly. Heritage-Crystal Clean LLC cleaned it out twice (May and November).**
- **Continued tire recycling. These are stored until a complete load can be picked up. No pickup of tires was made.**
- **Continued to perform inspections of city maintenance facilities. In 2024: all City maintenance facilities were inspected twice each. This included:**

Public Works and Golf Course. Minor deficiencies were noted and corrected immediately.

- **Continued to dispose of waste from the MS4 and other maintenance activities appropriately in dumpsters.**
- **The mowing crew picked up 27 bags of trash from City rights-of-way.**
- **There were no new flood control projects to be reviewed for potential water quality impacts during this reporting period.**
- **SWPPPs for the maintenance facilities have been started but were not completed during the reporting period. However, staff have continued to use SOPs for all related maintenance activities that occur at these facilities. The SWPPP documents will simply provide additional site-specific details and maps.**

16.(4.6.K, 4.6.L, 4.6.M) Were BMPs for MCM 6 determined effective/successful for this reporting period? If No, were the BMPs determined to be ineffective/unsuccessful evaluated for modification or replacement? **Yes**

17.Were any changes made to MCM 6 during the reporting period that were not covered above? If Yes, please include an attachment describing changes. **No**



Public Works**City Council 4/7/2025**

TO: City Council
FROM: Chad Birdsong, Director of Public Works
DATE:
RE: Consideration of Agenda

1. Cover Letter - Water Truck Purchase
2. ES - reso - Water Dept. Truck Purchase_



Director of Public Works
201 E Broadway
Excelsior Springs, MO 64024

Phone: (816) 630-0755
Fax: (816) 630-9528

April 7th, 2025

To: Mayor and City Council
From: Chad Birdsong, Public Works Director
Re: Vehicle Purchase for 2025- Water Department

Public Works has budgeted to purchase one truck in the Water Department for the budget year of 2025. Due to supply chain issues of F550 trucks which are causing availability issues in the bid and ordering process, we are not able to bid and place an order for a cab and chassis with a dump bed in a timely fashion that keeps the expense in the budget year it was approved. We found a truck that meets our specs at Olathe Commercial Sales. It is a new 2024, 1.5- ton 4x4 cab and chassis with a dump body. After applying their municipal bid price to the vehicle, the sales price is \$92,392.00, which is within our \$95,000.00 budget. This truck will be replacing a 2006 Ford F150 with 144,443 miles that will be sold at a later date in a public auction.

A resolution has been prepared and is attached for your consideration and approval of this purchase.

Please feel free to call me if you have any questions regarding this item.

Chad Birdsong,
Public Works Department



**Commercial
Sales Center**

205 S. FIR OLATHE, KS 66061

(913) 312-0079 / Fax (913) 829-1804

DATE March 20, 2025				PO # INVOICE			
BUYER City of Excelsior Springs							
BUYER							
E-MAIL Chad Birdsong <cbirdsong@excelsiorsprings.gov>							
ADDRESS 103 E Water St							
CITY Excelsior Springs				STATE MO		ZIP 64024	
COUNTY				FIN # QN247		EU FIN # QN247	
CONTACT #1 Chad Birdsong ext 4423				PHONE # (816) 630-0755			
ARE WE REIGSTERING THIS VEHICLE? YES__ NO X__							
STOCK# C41848				YEAR 2024		MAKE FORD	
VIN# 1FDUF5HT3REC15394				MODEL F550 4x4			
MILES 25		COLOR WHITE		UNIT NUMBER Dump Body			
CASH DELIVERED PRICE OF UNIT				\$94,593.00			
ACCESSORIES							
UPFITTING							
Included in total Price							
Additional discount				(\$2,000.00)			
CITY OF EXCELSIOR SPRINGS							
BID CODE 34760R							
DISCOUNT				(\$600.00)			
** TAX EXEMPT CERTIFICATE							
REQUIRED							
REGISTRATION INFORMATION							
0				USED CAR ALLOWANCE - TRADE-IN NUMBER TWO			
0				BALANCE OWED ON CAR			
0 0 0				NET ALLOWANCE ON TRADE (TRANSFER TO FIRST COLUMN)			
COUNTY: 0				\$0.00			
LEIHHOLDER INFORMATION							
0				DEPOSIT / DOWN PAYMENT			
0				DEPOSIT / DOWN PAYMENT			
0 0 0				TOTAL DEPOSIT & DOWN PAYMENTS			
				REBATE(S)			
				REBATE(S)			
				REBATE(S)			
				REBATE(S)			
				REBATE(S)			
				TOTAL REBATES (TRANSFER TO FIRST COLUMN)			
TOTAL OF CHASSIS AND EQUIPMENT				\$91,993.00			
ADMINISTRATIVE FEE				\$399.00			
TOTAL REBATES				\$0.00			
SUBTOTAL				\$92,392.00			
TRADE ALLOWANCE				\$0.00			
TAXABLE TOTAL				\$92,392.00			
KANSAS STATE SALES TAX 9.475% CITY OF EXCELSIOR EXEMPT				\$0.00			
LESS DEPOSITS or DOWN PAYMENTS				\$0.00			
TOTAL DUE TO BANKS & TRADE PAYOFFS				\$0.00			
BALANCE DUE ON DELIVERY IF CASH SALE				\$92,392.00			
COMMENTS							
LOST TITLE FEE				\$0.00			

SCOTT KNISLEY / PHILLIP BLACK
SALES CONSULTANT

APPROVED BY

THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED HERE.

RESOLUTION NO. **1560**

A RESOLUTION APPROVING THE PURCHASE OF A 2024 FORD F-550 TRUCK WITH
DUMP BODY FROM OLATHE COMMERCIAL SALES FOR USE BY THE WATER
DEPARTMENT.

WHEREAS, the City of Excelsior Springs Public Works Department has budgeted for the purchase of a truck for the Water Department in the 2025 fiscal year; and

WHEREAS, due to ongoing supply chain issues affecting availability of F-550 trucks through the bid process, the Public Works Department has identified an in-stock vehicle that meets specifications and is available for immediate purchase; and

WHEREAS, Olathe Commercial Sales has offered a 2024 1.5-ton 4x4 Ford cab and chassis with dump body at the municipal bid price of Ninety-Two Thousand Three Hundred Ninety-Two Dollars (\$92,392.00), which is within the budgeted amount of \$95,000.00; and

WHEREAS, the vehicle will replace a 2006 Ford F-150 currently in service with the Water Department, which will be disposed of through public auction at a later date;

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

Section 1. Pursuant to Section 165.140.C, the City Council hereby approves the purchase of a 2024 Ford F-550 4x4 cab and chassis with dump body from Olathe Commercial Sales in the amount of \$92,392.00, in accordance with the attached price quote.

Section 2. The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Resolution.

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

THIS RESOLUTION PASSED AND APPROVED THIS 7th DAY OF April, 2025.

ATTEST:

Shannon Stroud, City Clerk

Mark D. Spohn, Mayor

REVIEWED BY:

Molly McGovern, City Manager



Public Works**City Council 4/7/2025**

TO: City Council
FROM: Chad Birdsong, Director of Public Works
DATE:
RE: Consideration of Agenda

1. Cover Letter - Pollution Dept. Truck Purchase
2. ES - reso - pollution truck purchase_



Director of Public Works
201 E Broadway
Excelsior Springs, MO 64024

Phone: (816) 630-0755
Fax: (816) 630-9528

April 7, 2025

To: Mayor and City Council
From: Chad Birdsong, Public Works Director
Re: Vehicle Purchase for 2025 – Pollution Department

Public Works has budgeted \$50,000 to purchase one vehicle, a 1/2ton pick-up, for the budget year of 2025 in the Pollution Department. The low bid for this vehicle was from Roberts Robertson for \$ 43,855.60. This truck is a 2025 model, but was used as a loaner vehicle as it does have 2,312 miles on it. Invitations to bid were sent out to the three local dealers for the vehicle being bid on March 21st with a sealed bid opening on March 28th at 10:00 am. The bid tab is attached.

At this time, Public Works is recommending purchasing this truck for the 2025 budget year out of the pollution Department fund from Robert Robertson. A resolution has been prepared and is attached for your consideration and approval of this purchase.

Please feel free to call me if you have any questions regarding this item.

Chad Birdsong,
Public Works Department



Bid Tabulation Sheet

Date: March 28th, 2025
Tabulated by: C. Birdsong
Bid Due 10:00am

Proposed Vehicle	Vendor			
	Chuck Anderson Ford	Heartland Dodge	Roberts Robinson	
1. 2025 1/2 ton Crew Cab 4X4 Standard pickup			2024 GMC 1500 5.3L \$48,307.20 2025 GMC 2.7L turbo 2,312 miles \$43,855.60	
TOTAL	\$48,366.39	\$46,426.00	\$43,855.60	\$0.00

2025 GMC SIERRA 1500 PRO

GAZ SUMMIT WHITE

BDU JET BLACK

ORDER NO. DSDR3E/TRE

STOCK NO.

VIN 1GT RUAE K5 S2116319

25039

*****6732*****48*3D002S

MODEL & FACTORY OPTIONS

MSRP

INV AMT

RETAIL - STOCK

EK10753 GMC SIERRA 1500 PRD

44900.00

43148.90

INVOICE 09/12/24

A2X 10-WAY POWER DRIVER SEAT

290.00

263.90

SHIPPED 09/12/24

ADJUSTER

EKP I/T 09/18/24

B30 CARPET FLOOR COVERING

100.00

91.00

INT COM 09/18/24

CSN GVWR 7,000 LBS. (3,175 KG)

N/C

N/C

PRC EFF 09/12/24

FE9 50-STATE EMISSIONS

N/C

N/C

KEYS XXXXX XXXXX

GU6 REAR AXLE 3.42 RATIO

N/C

N/C

WFF-S QTR OPT-1

G80 AUTO-LOCKING REAR DIFFERENTIAL 395.00

359.45

BANK: COMMERCIAL BA

JL1 TRAILER BRAKE CONTROLLER

275.00

250.25

CRG-TO 30-002

K14 120-VOLT INTERIOR & BED-MOUNTED 225.00

204.75

OUTLETS

SHIP NT: 4890

L3B ENGINE TURBOMAX

N/C

N/C

EP: 21.1

MFC TRANSMISSION, 8-SPEED

N/C

N/C

GVWR: 7000

AUTOMATIC

GAWR.FT: 3800

PEB PRO VALUE PACKAGE

1235.00

1123.85

GAWR.RR: 3800

* EZ LIFT POWER LOCK

EMPLOY: 44965.56

AND RELEASE TAILGATE

SUPPLR: 46743.50

* TINTED GLASS

NTR: 1/2

* LED CARGO BED LIGHTING

DAN: TT

* REAR WINDOW DEFOGGER

EMPINC: 2658.05

* OUTSIDE POWER MIRRORS

SOPINC: 880.11

* TRAILERING PACKAGE

FOA 1SA SAFETY PLUS PACKAGE

740.00

673.40

* LANE CHANGE ALERT WITH

SIDE BLIND ZONE ALERT

* FRONT AND REAR PARK ASSIST

* REAR CROSS TRAFFIC BRAKING

* PERIMETER LIGHTING

* CHROME MIRROR CAPS

RD6 17" PAINTED STEEL WHEELS

N/C

N/C

R6J CUSTOMER DIALOGUE NETWORK

0.00

16.50

1S2 TURBO MAX ENGINE CREDIT

1850.00-

1693.50-

2.7L TURBO HIGH-OUTPUT ENGINE

CREDIT

TOTAL MODEL & OPTIONS

46310.00

44448.50

ACT 237 45054.20

DESTINATION CHARGE

1895.00

1995.00

E/B 261 1389.30

DEALER IMR CONTRIBUTION

463.10

ADV 261 463.10

TOTAL

48305.00

46906.60

PAY 310 46906.60

MEMO: TOTAL LESS HILDRACK AND

APPROX WHOLESALE FINANCE CREDIT

44574.40

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
REBATES, ALLOWANCES, INCENTIVES, HILDRACK, FINANCE CREDIT AND RETURN TO
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

ROBERTS-ROBINSON CHEVROLET GMC, INC.

GENERAL MOTORS LLC

Stock # 25039

\$ 46,906.60

+ 399

\$ 47,305.60

- \$ 4,020

\$ 43,305.60

+ 550 - spray in

\$ 43,855.60

Customer Cash
Bonus Cash
Combined

2024 GMC SIERRA 1500 PRO	GENERAL MOTORS LLC	
GAZ SUMMIT WHITE	/V8G	
HOU JET BLACK	RENAISSANCE CENTER	
ORDER NO. DNVZCN/TRE	STOCK NO.	DETROIT MI 48243-1114
VIN 1GT UUA6 D2 RZ392138	24619	VEHICLE INVOICE 50D17636031
*****1937*****48*30002S		
MODEL & FACTORY OPTIONS	MSRP	INV AMT RETAIL - STOCK
TK10543 GMC SIERRA 1500 PRO	46700.00	44878.70 INVOICE 08/02/24
A2X 10-WAY POWER DRIVER SEAT	290.00	263.90 SHIPPED 08/02/24
ADJUSTER		EXP I/T 08/06/24
B1J REAR WHEELHOUSE LINERS	140.00	127.40 INT COM 08/06/24
CSY GVWR 7,100 LBS. (3,221 KG)	N/C	N/C PRC EFF 08/02/24
FE9 50-STATE EMISSIONS	N/C	N/C KEYS XXXXX XXXXX
GU5 REAR AXLE 3.23 RATIO	N/C	N/C WFP-S QTR OPT-1
G80 AUTO-LOCKING REAR DIFFERENTIAL	395.00	359.45 BANK: COMMERCE BA
JL1 TRAILER BRAKE CONTROLLER	275.00	250.25 CHG-TO 30-002
KI4 120-VOLT INTERIOR & BED-MOUNTED	225.00	204.75
OUTLETS		SHIP WT: 5034
L84 ENGINE: 5.3L ECOTEC3 V8 W/ DF	1595.00	1451.45 HP: 45.7
MHT TRANSMISSION: 10-SPEED AUTO	N/C	N/C GVWR: 7100
PEB PRO VALUE PACKAGE	1465.00	1333.15 GAWR.FT: 3800
* EZ LIFT POWER LOCK		GAWR.RR: 3800
AND RELEASE TAILGATE		EMPLOY: 49478.47
* TINTED GLASS		SUPPLR: 51444.45
* LED CARGO BED LIGHTING		NTR: 1/2
* REAR WINDOW DEFOGGER		DAN: CS
* CRUISE CONTROL		EMPINC: 2966.51
* OUTSIDE POWER MIRRORS		SUPINC: 1000.53
* TRAILERING PACKAGE		
PQA 1SA SAFETY PLUS PACKAGE	690.00	627.90
* LANE CHANGE ALERT WITH		
SIDE BLIND ZONE ALERT		
* FRONT AND REAR PARK ASSIST		
* REAR CROSS TRAFFIC BRAKING		
* PERIMETER LIGHTING		
* CHROME MIRROR CAPS		
RD6 17" PAINTED STEEL WHEELS	N/C	N/C
R6J CUSTOMER DIALOGUE NETWORK	0.00	16.50
U2K SIRIUSXM AUDIO WITH	100.00	91.00
SXM TRIAL SUBSCRIPTION		
1S2 PRO VALUE PACKAGE DISCOUNT	500.00-	455.00-

TOTAL MODEL & OPTIONS	51375.00	49149.45	ACT 237 49603.20
DESTINATION CHARGE	1995.00	1995.00	H/B 261 1541.25
DEALER IMR CONTRIBUTION		513.75	ADV 261 513.75

TOTAL	53370.00	51658.20	PAY 310 51658.20
MEMO: TOTAL LESS HOLDBACK AND			
APPROX WHOLESALE FINANCE CREDIT		49136.25	

 INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
 REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
 DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

ROBERTS-ROBINSON CHEVROLET GMC, INC.

51,658.20

3,750

47,908.20

+ 399

48,307.20

For one-Double cab, 4-wheel drive, 1/2-ton pickup truck

GENERAL: it is the intent of this specification to describe the minimum requirements or equivalents

1. **ENGINE:** 2.7 liter. ³²⁵310~~hp~~, gasoline, 12- volt battery w/ 730 CCA battery
2. **TRANSMISSION:** ~~8~~¹⁰ speed, automatic-2 speed transfer case
3. **AXLES:** ~~3.42~~^{3.55} rear gear ratio w/ limited slip differential
4. **CHASSIS:** manufacturer's standard w/
 - A. Trailer tow package
 - B. ~~2000~~ GVWR ~~6650~~
 - C. ~~24~~ gallon fuel tank
5. **CAB EXTERIOR:** ²³Double cab, red or white in color with standard paint match or chrome front and rear bumpers
 - A. LH & RH mirrors
6. **CAB INTERIOR:** standard or preferred trim package, to include:
 - A. Cloth bench seat/rubber floor mats
 - B. Air conditioning
 - C. Power windows, locks and power mirrors
 - D. Am-fm radio
 - E. Tilt steering wheel and cruise control
 - F. Remote start — ~~available~~ aftermarket
7. **LIGHTING:** standard vehicle lights, marker lights and signal lights
8. **TIRES/WHEELS:**
 - A. "all-season" tires with steel painted wheels ✓
 - B. Full-size spare tire and wheel to match ^{5'6" x 16"}
9. **BED:** fleet side style, ~~6~~⁷ ft bed with tailgate and ~~rear step bumper~~
 - A. With rubberized spray in bed liner ✓

BID SHEET

All line items shall be completed and specified and any deviations noted.

cost of one 1/2 ton Pick-up truck as specified \$ 48,366.39
~~40,000.00~~

The City reserves the right to reject any and/or all bids.

Submitted by 
representing authorized dealership

Date 3-21-2025

BID SHEET

All line items shall be completed and specified and any deviations noted.

cost of one ½ ton Pick-up truck as specified \$ \$46,426

The City reserves the right to reject any and/or all bids.

Submitted by Tyler Yates Hartland CDJR Cell
representing authorized dealership 573-864-1029

Date 3/26/25

RESOLUTION NO. **1561**

A RESOLUTION APPROVING THE PURCHASE OF A 2025 GMC 1500 PICKUP TRUCK
FOR THE POLLUTION DEPARTMENT FROM ROBERTS ROBINSON CHEVROLET-
BUICK-GMC.

WHEREAS, the City of Excelsior Springs Public Works Department budgeted \$50,000.00 for the purchase of a ½-ton pickup truck for use by the Pollution Department in the 2025 budget year; and

WHEREAS, the City solicited bids from three local dealerships with sealed bids opened on March 28, 2025, and Roberts Robinson Chevrolet-Buick-GMC submitted the lowest responsible bid in the amount of Forty-Three Thousand Eight Hundred Fifty-Five Dollars and Sixty Cents (\$43,855.60); and

WHEREAS, the proposed vehicle is a 2025 GMC Sierra 1500 with 2,312 miles, previously used as a loaner vehicle, and meets the required specifications; and

WHEREAS, the purchase price is within the approved budget and represents the best value for the City;

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

Section 1. Pursuant to Section 165.140.C, the City Council hereby approves the purchase of a 2025 GMC Sierra 1500 pickup truck for the Pollution Department from Roberts Robinson Chevrolet-Buick-GMC in the amount of \$43,855.60, in accordance with the submitted bid.

Section 2. The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Resolution.

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

THIS RESOLUTION PASSED AND APPROVED THIS 7th DAY OF April, 2025.

ATTEST:

Shannon Stroud, City Clerk

Mark D. Spohn, Mayor

REVIEWED BY:

Molly McGovern, City Manager



Director of Public Works
201 E Broadway
Excelsior Springs, MO 64024

Phone: (816) 630-0755
Fax: (816) 630-9528

April 7th, 2025

To: Mayor and City Council
From: Chad Birdsong, Public Works Director
Re: CHANGE ORDER #1 -WITH MEGA KC- DRYFORK GREENWAY PROJECT

Change order #1 with MEGA KC on the Dry Fork Greenway Project consist of 3 items:

1. Replace 1,761 SY of asphaltic concrete pavement (7") with 1,761 SY of non- reinforced (8") Concrete pavement in the area of North Main by the box culvert, a portion of Kennedy and NE 143rd Terrace up to the bridge. Unit cost will go from \$42.00/SY for asphalt to \$101.53/SY for concrete for a total increase of \$94,266.33
2. Relocate a fire hydrant 2' from edge of sidewalk. Unit cost \$11,300.00 for hydrant and valve assembly.
3. Install additional 2' foundation stabilization under the RCB and Wingwalls with 4" to 12" diameter rock. Estimated cost at 158/SY at \$111.18 per SY for a total of \$17,566.44
4. Reinforce slab barrier transition tie in -\$2,732.72

The original contract price with MEGA KC was \$3,446,468.25. Change order #1 totals \$125,865.49 for a new contract price of \$3,572,333.74. This leaves \$192,115.26 for additional change orders for the project.

A resolution has been prepared and is attached for your consideration and approval of Change order #1.

If you have any questions regarding this matter, please don't hesitate to call me.

Chad Birdsong

RESOLUTION NO. **1562**

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH
MEGA KC CORPORATION FOR THE DRY FORK GREENWAY PROJECT

WHEREAS, the City of Excelsior Springs previously entered into a contract with Mega KC Corporation in the amount of Three Million Four Hundred Forty-Six Thousand Four Hundred Sixty-Eight Dollars and Twenty-Five Cents (\$3,446,468.25) for construction of the Dry Fork Greenway Project; and

WHEREAS, GBA, the City's engineering consultant, has reviewed and recommended Change Order No. 1, which includes adjustments to contract items based on field conditions and design modifications; and

WHEREAS, Change Order No. 1 increases the contract amount by One Hundred Twenty-Five Thousand Eight Hundred Sixty-Five Dollars and Forty-Nine Cents (\$125,865.49) for a revised total contract amount of Three Million Five Hundred Seventy-Two Thousand Three Hundred Thirty-Three Dollars and Seventy-Four Cents (\$3,572,333.74), with no change to the project completion dates; and

WHEREAS, the items in Change Order No. 1 include replacement of asphalt pavement with concrete pavement, foundation stabilization for a reinforced concrete box (RCB), replacement of a fire hydrant, and installation of a reinforced slab at a barrier transition;

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

Section 1. That the City Council hereby approves the attached Change Order No. 1 to the Dry Fork Greenway Project contract with Mega KC Corporation, increasing the contract amount by \$125,865.49, with no change to the contract time, and the Mayor/ Public Works Director is authorized to execute such change order on behalf of the City.

Section 2. The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Resolution.

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

THIS RESOLUTION PASSED AND APPROVED THIS 7th DAY OF April, 2025.

ATTEST:

Shannon Stroud, City Clerk

Mark D. Spohn, Mayor

REVIEWED BY:

Molly McGovern, City Manager

CHANGE ORDER NO.: 1

Owner: City of Excelsior Springs, MO
 Engineer: GBA
 Contractor: Mega KC Corporation
 Project: Dry Fork Greenway Project
 Contract Name: Dry Fork Greenway Project

Owner's Project No.: 1459
 Engineer's Project No.: 15185.01
 Contractor's Project No.: 824

Effective: 11/21/2024

Date Issued: 04/02/2025

Effective Date of
 Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description:

Change Order 1					
1	NON-REINFORCED CONCRETE PAVEMENT (8")	SY	1761	\$101.53	\$178,794.33
2	Reduce Asphalt	SY	-1761	\$48.00	(\$84,528.00)
3	Replace Fire Hydrant	EA	1	\$11,300.00	\$11,300.00
4	RCB Foundation Stabilization	SY	158	\$111.18	\$17,566.44
5	Reinforced Slab Barrier Transition Tie-in	LS	1	\$2,732.72	\$2,732.72
CO Increase					\$125,865.49
Rev Contract Price					3,572,333.74

Attachments:

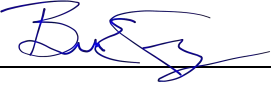
1. Work Change Directive 1 for Items 1 and 2
2. Work Change Directive 2 for items 3 and 4
3. Change Order Request for Item 5

Change in Contract Price	Change in Contract Times – NO CHANGE
Original Contract Price: \$ 3,446,468.25	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ 0	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 3,446,468.25	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase this Change Order: \$ 125,865.49	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 3,572,333.74	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Authorized by Owner

Recommended by Engineer (if required)

By:



Title: GBA Project Manager

Date: 4/2/2025

Authorized by Owner

Approved by Funding Agency (if applicable)

By:

Title:

Date:



March 13, 2025

Beth Fry
Senior Lead Engineer
GBA

Via Email

RE: City of Excelsior Springs, MO Dry Fork Greenway Project
Non Reinforced Concrete Pavement (8") Unit Price

Ms. Fry

MegaKC offers the following unit pricing for the attached proposal (joints per MoDOT 502.05S):

- **Non Reinforced Concrete Pavement (8"): \$101.53 / SY**
 - Transverse joints on 15' centers (per C1 detail)
 - Longitudinal center line joint per L2 detail
 - Longitudinal curb joint similar to L3 (construction joint, no tie bars)
 - No joint sealant included

Additional information attached for reference. Upon review, please let me know if you have any questions.

Sincerely,

Nick McCormick
Project Manager

WORK CHANGE DIRECTIVE NO.: 1

Owner: City of Excelsior Springs, MO Owner's Project No.: 1459
Engineer: GBA Engineer's Project No.: 15185.01
Contractor: Mega KC Corporation Contractor's Project No.:
Project: Dry Fork Greenway Project
Contract Name: Dry Fork Greenway Project Effective 11/21/2024
Date Issued: 3/10/2025 Effective Date of Work Change Directive: Upon Owner's Authorization

Contractor is directed to proceed promptly with the following change(s):

Description:

Replace 1,761 SY of Asphaltic Concrete Pavement (7") with 1,761 SY Non-reinforced Concrete Pavement (8"). Concrete pavement to replace asphalt pavement on Main Street, Kennedy Avenue, and NE 143rd Terrace as shown on the attached 2 plan sheets. Contractor to provide unit cost for a bid item Non-Reinforced Concrete Pavement (8").

Attachments:

Revised Sheets 42 and 43.

Purpose for the Work Change Directive:

See description above.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Unit Price	\$101.53 / SY	NON-REINFORCED CONCRETE PAVEMENT (8")
Contract Price:	\$ \$53.53 / SY	[increase] [decrease] [not yet estimated].
Contract Time:	_____ days	[increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: **Beth Fry**

Title: **Project Manager**

Date: **3/14/2025**

PROPOSED ASPHALT ROADWAY

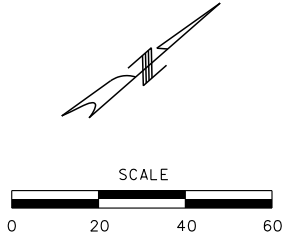
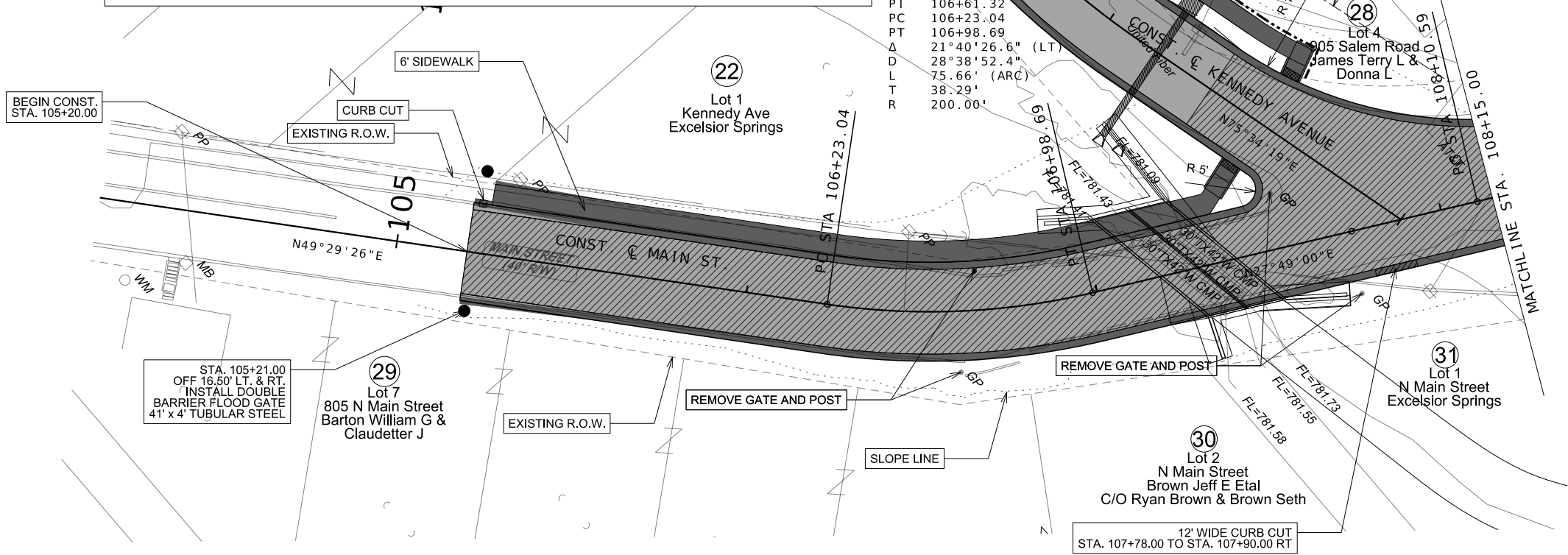
PROPOSED CONCRETE IMPROVEMENTS

SIDEWALK REMOVAL

PROPOSED CONCRETE ROADWAY

EXIST RIGHT OF WAY

PROPOSED TEMPORARY CONSTRUCTION EASEMENT



GBA

9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com

Dry Fork Greenway Project

City of Excelsior Springs, Missouri

REVISION

PROJECT NUMBER

DATE
09-27-2024
DESIGNED

DRAWN

REVIEWED

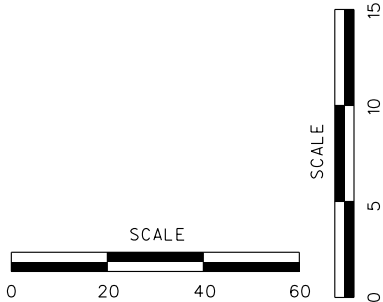
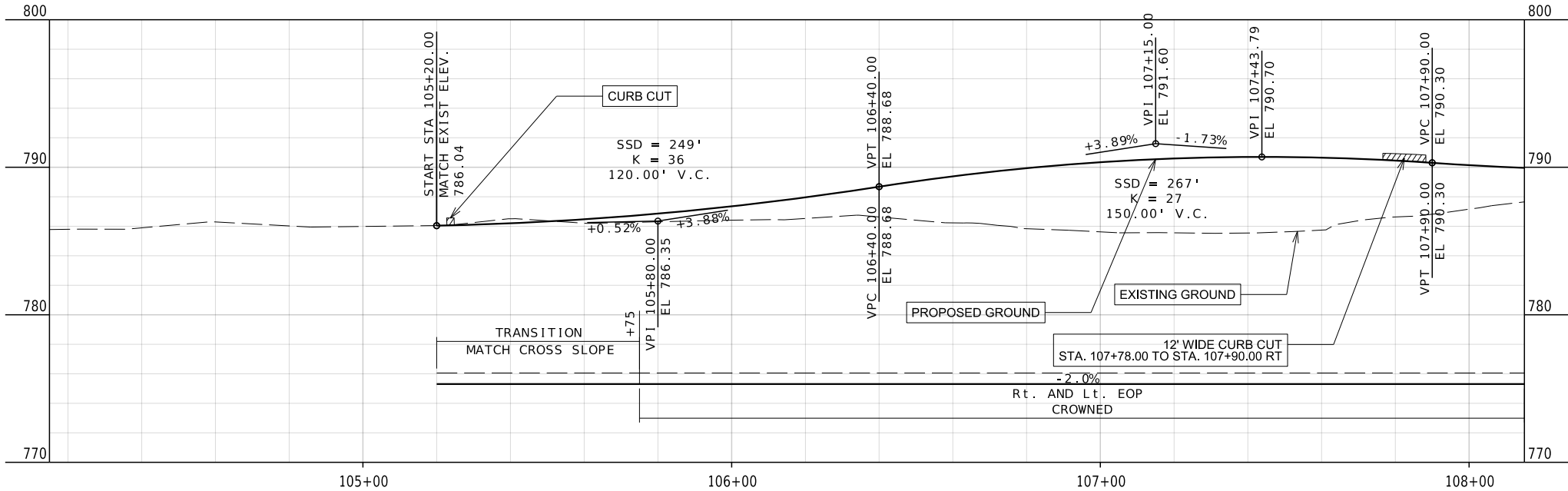
SHEET TITLE

MAIN STREET
PLAN AND PROFILE
SHEET 1 OF 2

SHEET NUMBER

42

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2024



TRANSVERSE JOINT SPACING 15'-0" (MAX.)

DETAIL B
(SEE SHEET 2)

PCC SHLDR.

1' TO 4'

VARIABLE JOINT
SPACING TO MATCH
TRAVELED WAY JOINTS

ON RAMP

15'-0" *

20'-0"

BRIDGE

MATCH LINE

BRIDGE APPROACH SLAB
(SEE BRIDGE PLANS)

3/4" JOINT
FILLER

L1 OR L2

L3

L1 OR L2

L1 OR L2

L1 OR L2

L3

IF NECESSARY TO PLACE A CONSTRUCTION JOINT OVER A
PORTION OF THE PAVEMENT, A CONTRACTION JOINT SHOULD
BE PLACED AS SHOWN IN THE REMAINING PORTION.

INTERCHANGE

DETAIL A
(SEE SHEET 2)

1' TO 2'

OFF RAMP

SEE TAPER
TREATMENT
DRAWING

PCC SHLDR.

FOR SHORT PAVEMENT CONNECTIONS
TO FLEXIBLE SURFACED ROADS THE
E-JOINTS MAY BE ELIMINATED

* Concrete Approach Pavement
or N/R PCC Pavement (Roadway Plans)

PCC SHOULDER

L3

C1

L3

C1

L3

PCC SHOULDER

L1 OR L2

1/2" PREM.
EXP. JT.

15'-0"

15'-0"

MONOLITHIC CONST.

L3

L1 OR L2

E

L3

C1

L3

C1

L3

PCC SHOULDER

1/2" PREM. EXP. JT.

15'-0"

15'-0"

MONOLITHIC CONST.

TAPER TREATMENT

THEORETICAL TAPER
CONCRETE MAY BE
OMITTED

SEE TAPER TREATMENT
DRAWING

15'-0" OR LESS

END OF
CONSTRUCTION

3/4" PREMOLDED
FILLER MATERIAL

BRIDGE

MATCH LINE

3/4" JT.
FILLER

BRIDGE APPROACH
SLAB (SEE BRIDGE
PLANS)

PCC SHOULDER

L3

E

C1

L1 OR L2

L3

C1

L3

C1

L3

C1

L3

C1

L3

C1

L3

C1

L3

C1

L3

C1

L3

C1

L3

C1

L3

C1

NON-INTERCHANGE

TRANSVERSE JOINT SPACING 15'-0" (MAX.)

GENERAL NOTES:

ALL TRANSVERSE JOINTS ON SHOULDERS SHALL BE C2 .
THE CONTRACTOR SHALL DETERMINE THE PAVING WIDTH.

THE INTERCHANGE WILL EXTEND FROM THE BEGINNING OF THE
ACCELERATION/DECELERATION LANE TO THE GORE RETURN
TAPER ON THE MAINLINE. THE INTERCHANGE WILL ALSO
INCLUDE THE RAMPS UP TO THE BEGINNING OF THE RADIUS
WITH THE ROAD INTERSECTING THE RAMP.

FOR JOINT DETAILS, SEE SHEETS NO. 3 & 4.

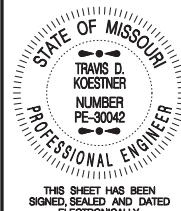
THE JOINT LAYOUT OF RAMPS IS TYPICAL FOR OUTER RAMPS
OF CLOVERLEAF AND DIAMOND INTERCHANGES. SEE OTHER
DRAWINGS FOR SPECIAL JOINT LAYOUTS.

JOINT SPACING SHOWN IS MAXIMUM AND IS TO BE REDUCED
TO AVOID CONFLICT WITH ABUTTING STRUCTURES. JOINTS
IN MULTI-LANE PAVEMENT ARE TO BE CONTINUOUS.



MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)



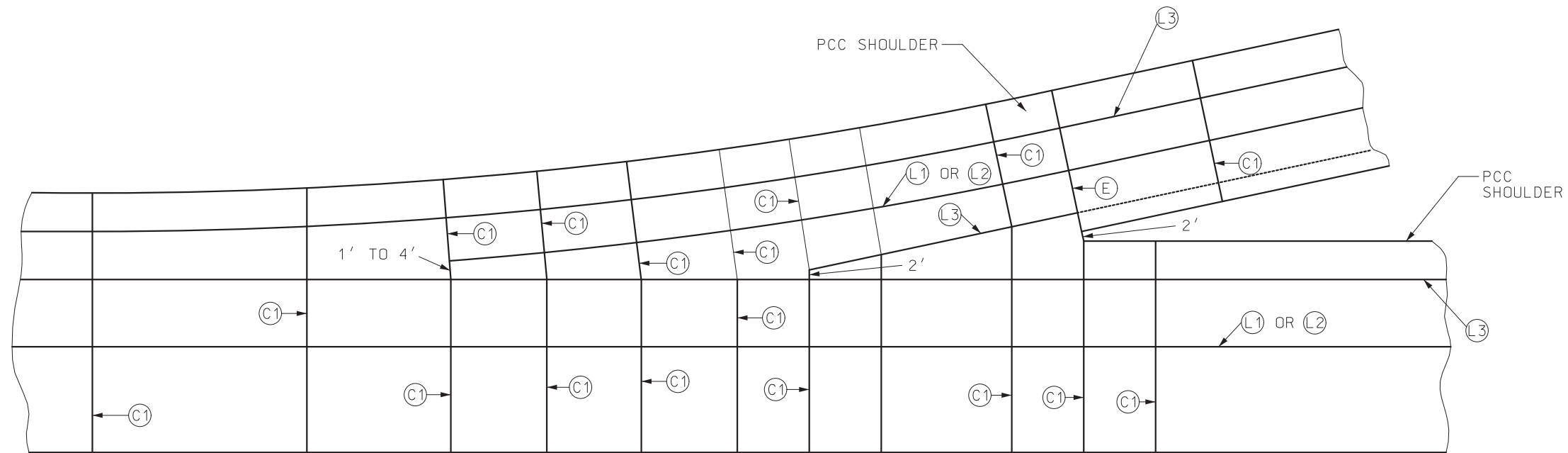
CONCRETE PAVEMENT AND
BASE APPURTENANCES
FOR 15' JOINT SPACING

DATE EFFECTIVE: 4/1/2023
DATE PREPARED: 1/6/2023

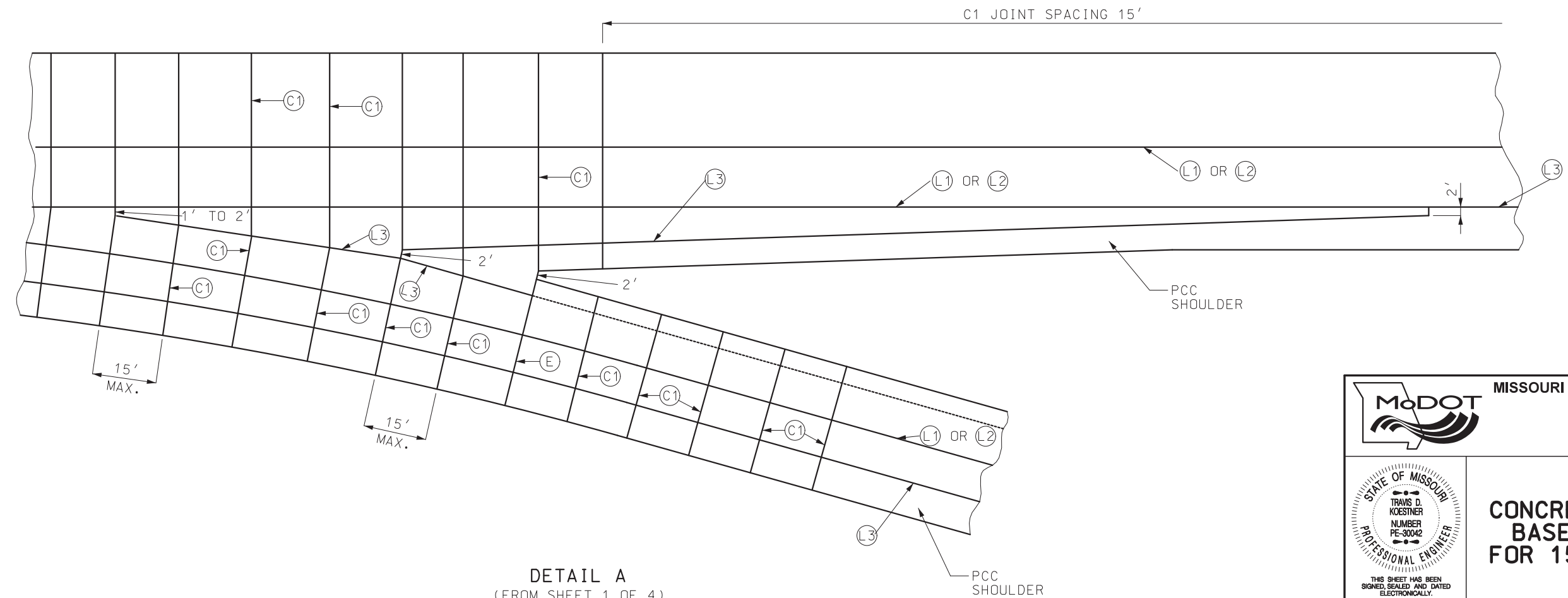
502.05S

SHEET NO.
1 OF 4

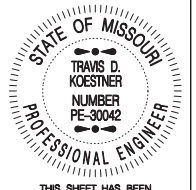
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

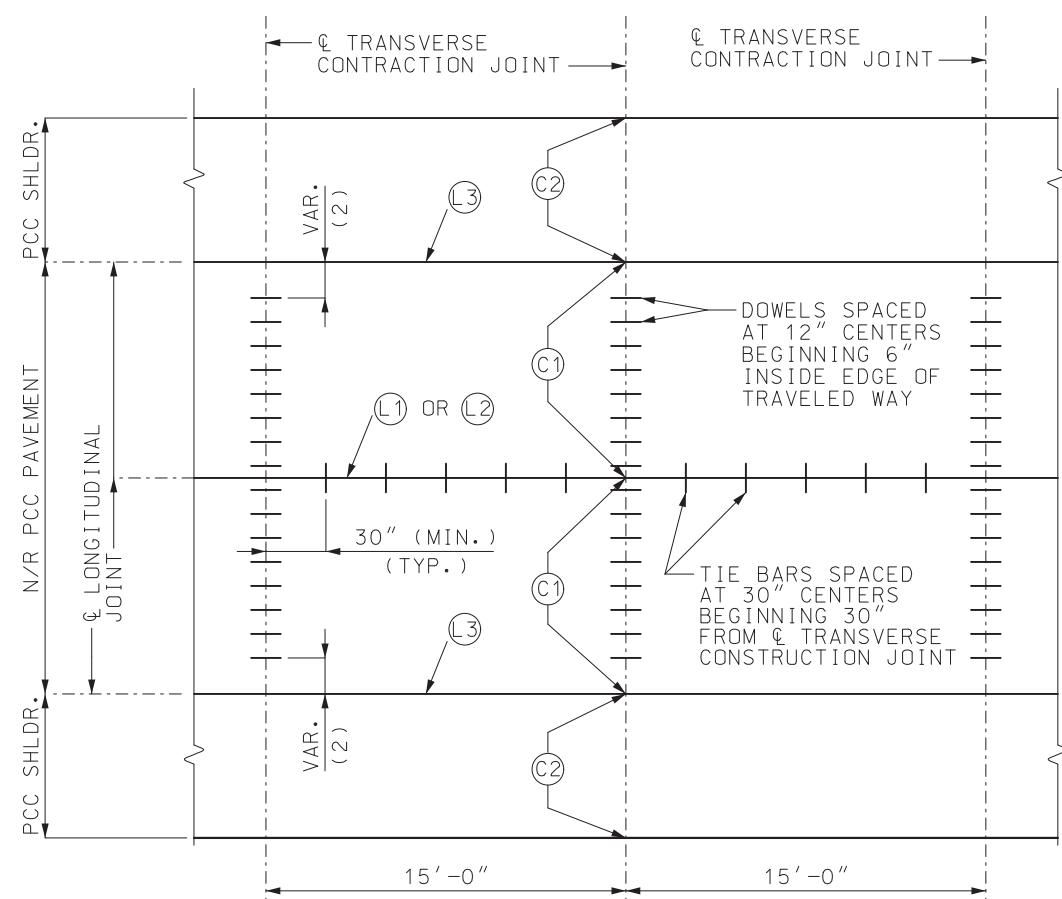


DETAIL B
(FROM SHEET 1 OF 4)



DETAIL A
(FROM SHEET 1 OF 4)

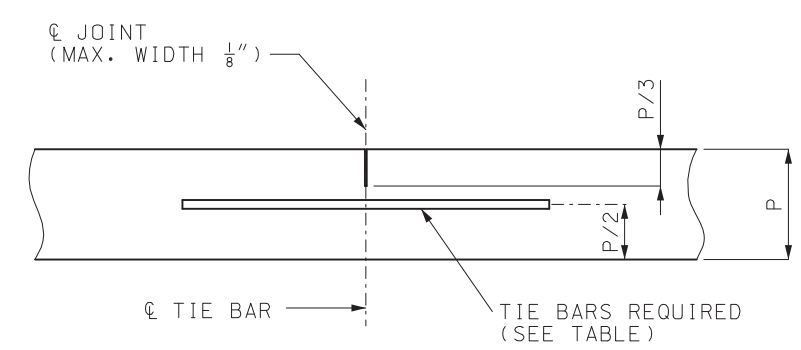
 MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-275-6636)	
 THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.	CONCRETE PAVEMENT AND BASE APPURTENANCES FOR 15' JOINT SPACING
DATE EFFECTIVE: 4/1/2023 DATE PREPARED: 1/6/2023	502.05S
SHEET NO. 2 OF 4	



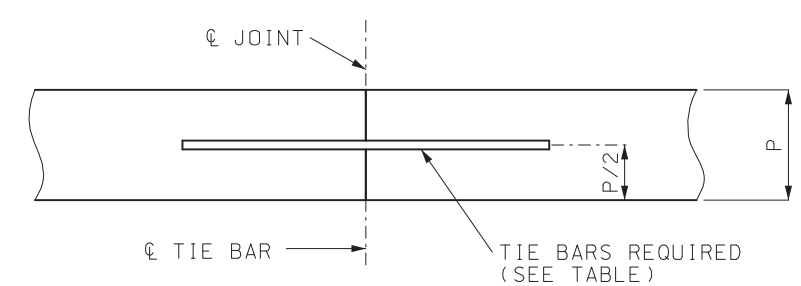
JOINT PLAN AND SPACING FOR CONTRACTION JOINTS (1)

- (1) LONGITUDINAL JOINT NOT REQUIRED FOR 4' OR NARROWER SHOULDER, PAVED MONOLITHICALLY WITH ADJACENT LANE AT THE SAME THICKNESS; FULL DEPTH SHOULDER WIDER THAN 4' SHALL REQUIRE (L1) OR (L2) JOINT INSTEAD OF (L3) JOINT.
- (2) DOWEL BARS BEGIN 6" INSIDE EDGE OF TRAVELED WAY.

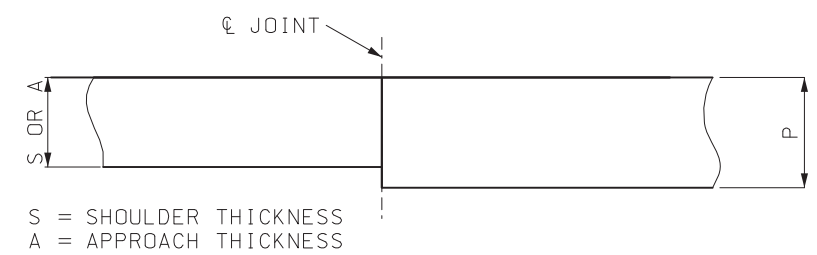
DOWEL AND TIE BAR TABLE				
PCCP THICKNESS (P)	DOWEL		TIE BAR	
	SIZE	SPACING	SIZE	SPACING
LESS THAN 7"	NONE	NONE	#5X30"	30" CTRS.
7" TO 10"	1 1/4"X18"	12" CTRS.	#5X30"	30" CTRS.
GREATER THAN 10"	1 1/2"X18"	12" CTRS.	#6X40"	30" CTRS.



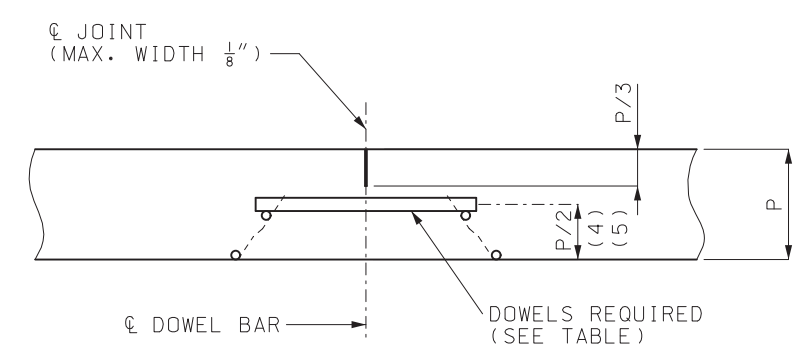
LONGITUDINAL JOINT (L1)



LONGITUDINAL CONSTRUCTION JOINT (L2)



LONGITUDINAL CONSTRUCTION JOINT FOR SHOULDER AND APPROACHES (L3)

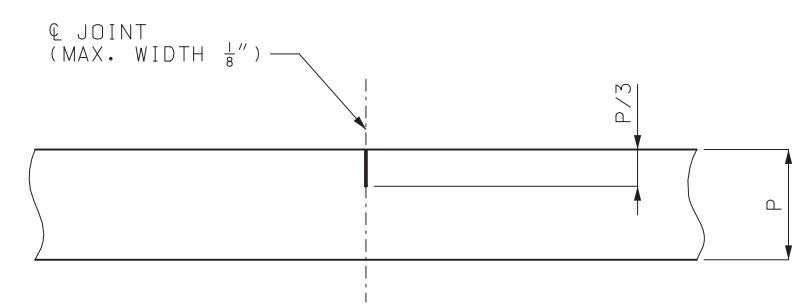


FOR PERMISSIBLE TYPES OF DOWEL SUPPORTING UNITS, SEE OTHER DRAWINGS.

TRANSVERSE CONTRACTION JOINTS FOR CONCRETE PAVEMENT OR BASE WIDENING SHALL MATCH EXISTING JOINTS.

TRANSVERSE CONTRACTION JOINT (C1) (3)

- (3) DOWEL BARS ARE REQUIRED FOR ALL PAVEMENTS HAVING THE SAME THICKNESS AS THE TRAVELED WAY.
- (4) FOR PAVEMENTS HAVING THICKNESS IN 1/2" INCREMENTS, DOWEL BASKETS SHALL BE (P-1/2")/2.
- (5) DOWEL BARS MAY BE PLACED BY MECHANICAL MEANS AT THE OPTION OF THE CONTRACTOR.



TRANSVERSE CONTRACTION JOINT (C2)

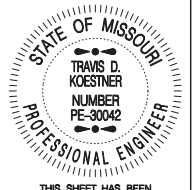
GENERAL NOTES:

THE FINAL POSITION OF ALL DOWELS AND TIE BARS SHALL BE PERPENDICULAR TO THE PLANE OF THE JOINT AND PARALLEL TO THE SURFACE OF THE PAVEMENT AND PARALLEL TO EACH OTHER.



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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JEFFERSON CITY, MO 65102
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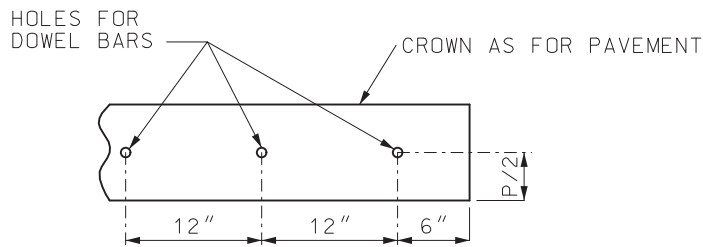
CONCRETE PAVEMENT AND BASE APPURTENANCES FOR 15' JOINT SPACING

DATE EFFECTIVE: 4/1/2023

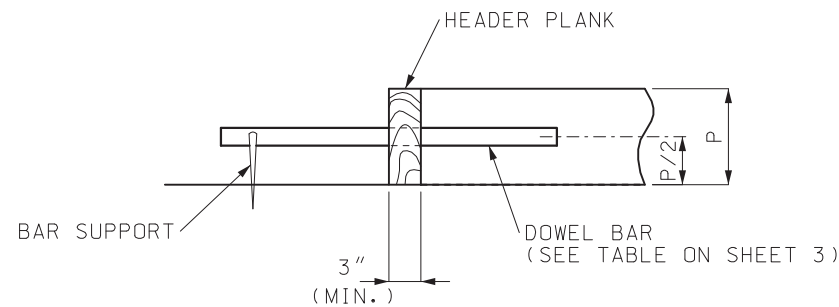
DATE PREPARED: 1/6/2023

502.05S

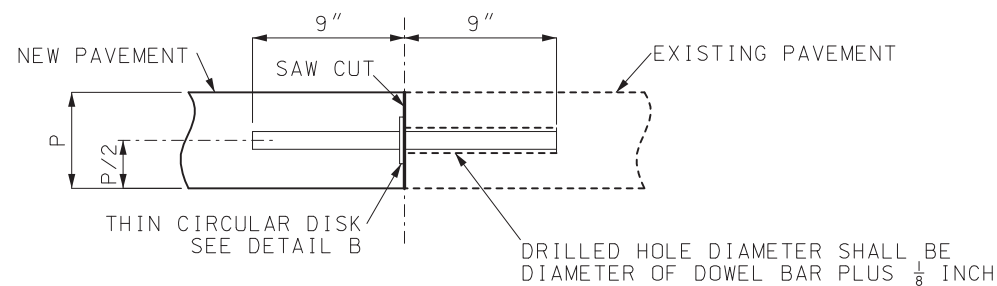
SHEET NO.
3 OF 4



PART ELEVATION OF
HEADER PLANK



HEADER SECTION



SAWED SECTION

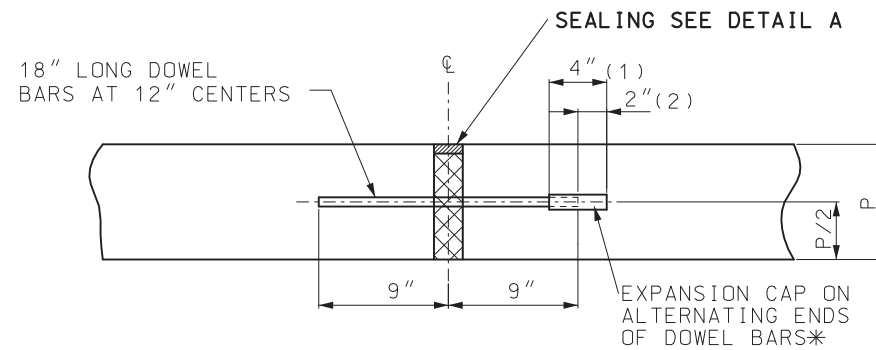
THE HEADER BOARD SHALL BE SUFFICIENTLY RIGID TO PREVENT DISTORTION FROM THE TYPICAL SECTION AND MAINTAIN A STRAIGHT LINE FROM PAVEMENT EDGE TO PAVEMENT EDGE.

THE CONSTRUCTION JOINT MAY BE SAWED FULL DEPTH. HOLES FOR DOWEL BARS SHALL BE DRILLED AFTER THE CONCRETE HAS SUFFICIENT SET TO PREVENT DAMAGE. DOWEL BARS SHALL BE BONDED INTO THE HOLES.

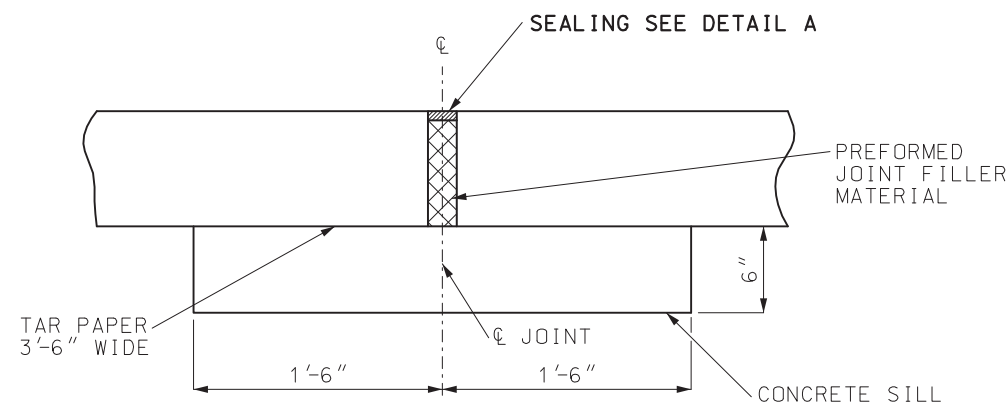
BONDING FOR DOWEL BARS SHALL BE EPOXY OR POLYESTER BONDING AGENTS AS SPECIFIED IN SECTION 1039.

THE PORTION OF THE DOWEL OUTSIDE THE HOLE SHALL BE COATED WITH AN APPROVED LUBRICANT.

CONSTRUCTION JOINT (C)



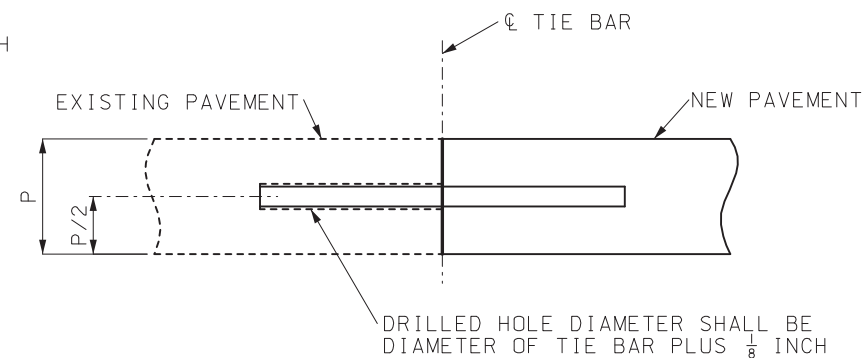
EXPANSION JOINT (E)



SILL SHALL EXTEND 18" BEYOND EACH EDGE OF THE PAVEMENT AND SHALL BE CONSTRUCTED OF CONCRETE REGARDLESS OF ADJACENT BASE MATERIAL.

ALTERNATE EXPANSION JOINT (E)

(CONTRACTOR MAY SELECT EITHER EXPANSION JOINT (E))



TIE BARS SHALL BE EPOXY COATED, DEFORMED REINFORCING BARS MEETING THE REQUIREMENTS OF SECTIONS 710 AND 1057.

BONDING FOR TIE BARS SHALL BE EPOXY OR POLYESTER BONDING AGENTS AS SPECIFIED IN SECTION 1039.

TIE BAR SIZE AND LENGTH SHALL BE BASED ON THE THICKNESS OF THE THINNER PAVEMENT OR SHOULDER TO BE TIED TOGETHER.

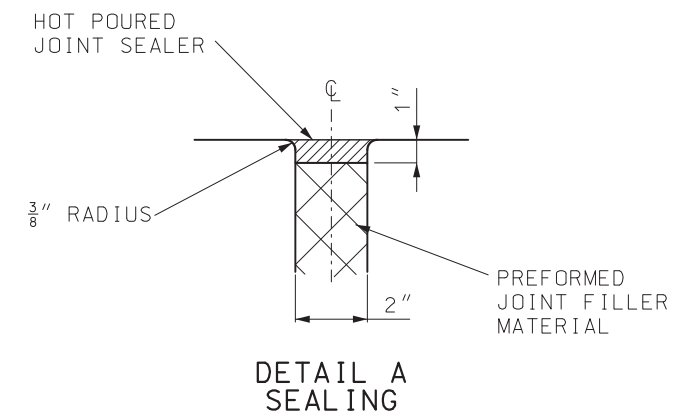
LONGITUDINAL CONSTRUCTION JOINT (L)

(EXISTING PAVEMENT)

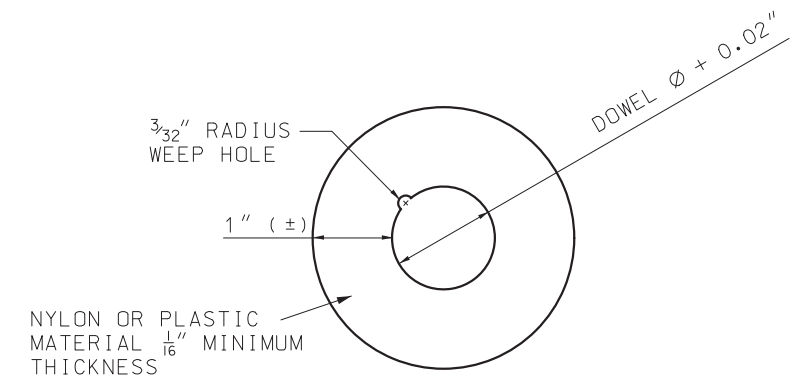
(1) LENGTH OF CAP

(2) GAP BETWEEN END OF CAP AND DOWEL.

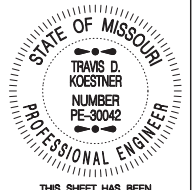
* FOR EXPANSION JOINTS FORMED USING A CONSTRUCTION HEADER, THE EXPANSION CAPS SHALL BE INSTALLED ON THE EXPOSED END OF EACH BAR ONCE THE HEADER HAS BEEN REMOVED AND THE JOINT FILLER MATERIAL HAS BEEN INSTALLED.



DETAIL A
SEALING



DETAIL B
THIN CIRCULAR DISK

 MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-275-6636)	
 THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.	CONCRETE PAVEMENT AND BASE APPURTENANCES FOR 15' JOINT SPACING
DATE EFFECTIVE: 4/1/2023 DATE PREPARED: 1/6/2023	502.05S
SHEET NO. 4 OF 4	

WORK CHANGE DIRECTIVE NO.: 2

Owner:	City of Excelsior Springs, MO	Owner's Project No.:	1459
Engineer:	GBA	Engineer's Project No.:	15185.01
Contractor:	Mega KC Corporation	Contractor's Project No.:	
Project:	Dry Fork Greenway Project		
Contract Name:	Dry Fork Greenway Project Effective 11/21/2024		
Date Issued:	3/31/2025	Effective Date of Work Change Directive:	Upon Owner's Authorization

Contractor is directed to proceed promptly with the following change(s):

Description:

- 1) Relocate Fire Hydrant at 37+44 Kennedy Ave, to be located 2' off edge of sidewalk. Unit cost provided in initial contact, \$11,300 per EA.
- 2) Install additional foundation stabilization under RCB and wingwalls. Work shall include 2-ft depth of additional excavation and placement of 4-12" diameter rock up to the base of the foundation stabilization required by the plans. Engineer estimates 158 SY of additional foundation stabilization.

Attachments:

Purpose for the Work Change Directive: **See above.**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

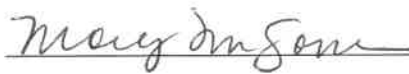
☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Unit Price	\$11,300	Relocate Fire Hydrant, EA
Unit Price	\$111.18	RCB Foundation Stabilization (Extra Depth), SY
Contract Price:	\$28,866 (\$3,475,334.69, does not include WCD 1)	[increase] [decrease] [not yet estimated].
Contract Time:	_____ days	[increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer	Authorized by Owner
By: Beth Fry	
Title: Project Manager	
Date: 3/31/2025	4-1-25

From: Nick McCormick <nmccormick@megakc.com>

Sent: Thursday, March 27, 2025 3:39 PM

To: Beth Fry <bfry@gbateam.com>

Cc: Chad Birdsong <cbirdsong@excelsiorsprings.gov>; Zach Wallace <zwallace@megakc.com>; Craig Dickerson, Assoc. DBIA™ <craig@megakc.com>; Jimmy Peeler <jpeeler@megakc.com>

Subject: RE: Dry Fork - work change for hydrant, RCB

CAUTION: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Beth

Additional Foundation Stabilization: 2' undercut and replace with 4-12" (material we checked out on site 2/26) (capped with planned 6" PB2) – Unit Price: **\$111.18/SY**

- Approx. Area:
- BOX: $(22.5 + 2 + 2) \times (32.75 + 2 + 2) = 108.2 \text{ SY}$
- WINGS: $72 \text{ LF} \times 7.5' = 60 \text{ SY}$
- $\$111.18 \times 168.2 \text{ SY} = \$18,700.48$

Areas of additional foundation stabilization to be determined by the engineer and to be field measured/verified for payment.

Please let us know how to proceed.

We will have something to you on the headwall and reinforced slab revisions by the end of the day tomorrow.

Thanks



MegaKC

1491 Iron Street
North Kansas City, MO 64116

(816) 472-8722



NICK MCCORMICK

Project Manager

Employee Owner

 nmccormick@megakc.com

MegaKC.com



March 28, 2025

Beth Fry
Senior Lead Engineer
GBA

Via Email

RE: City of Excelsior Springs, MO Dry Fork Greenway Project
COR: Reinforced Slab – Barrier Transition Tie-in

Ms. Fry

MegaKC offers the following pricing for the attached plan revision provided on March 13, 2025:

- **Reinforced Slab per revised drawing: 1 LS \$2,732.72**
 - Material and labor to form and tie rebar for slab

Additional information attached for reference. Upon review, please let me know if you have any questions.

Sincerely,

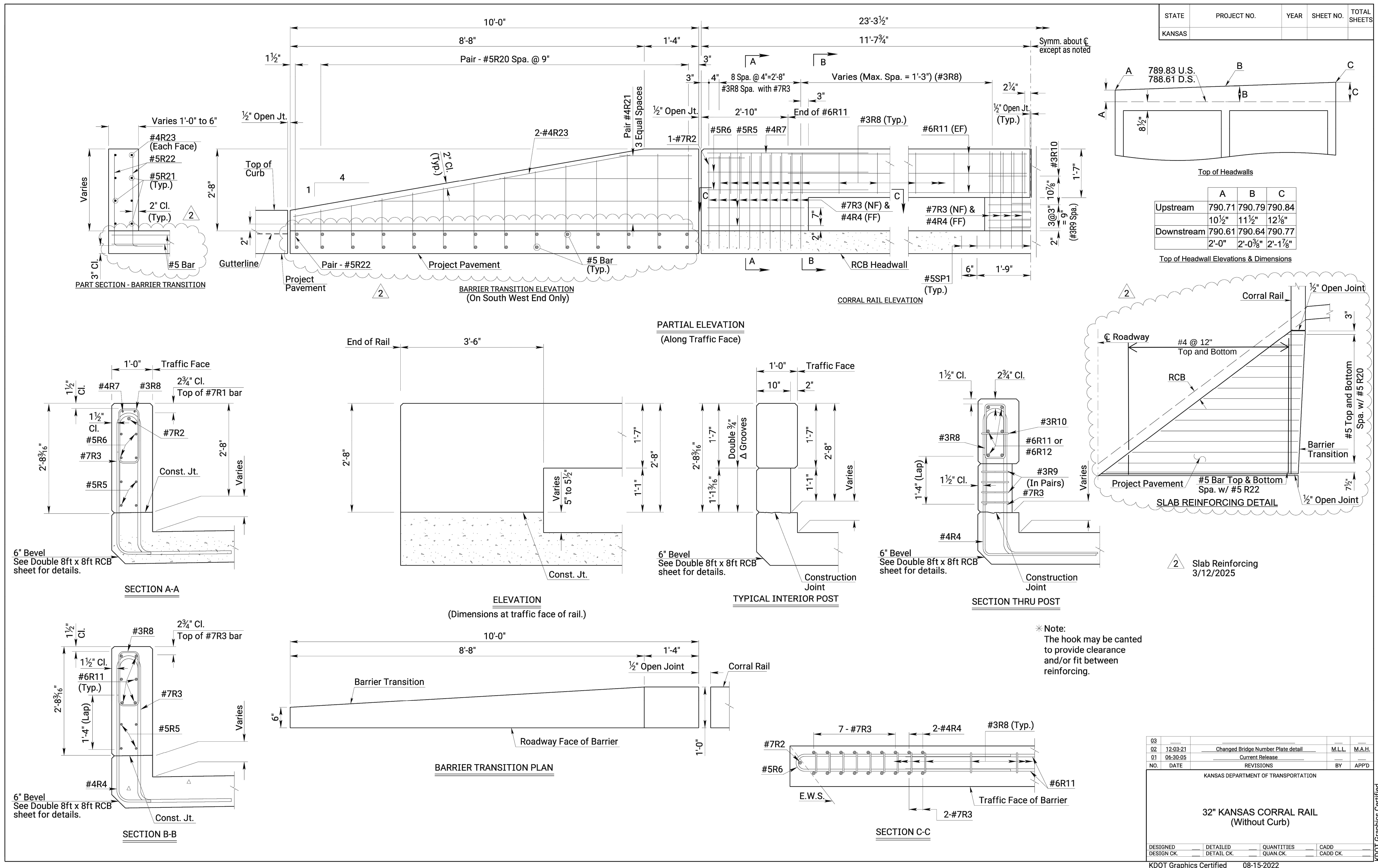
Nick McCormick
Project Manager

City of Excelsior Springs, Missouri



PROJECT NUMBER
15185.01
DATE
09/27/2024
DESIGNED
ACL
DRAWN
ACL
REVIEWED
BEF
SHEET TITLE

SHEET NUMBER



Nick McCormick

From: Josh Miller <jomiller@gbateam.com>
Sent: Thursday, March 13, 2025 9:09 AM
To: Beth Fry; Nick McCormick
Cc: Benjamin Ware
Subject: RE: Dry Fork Greenway - work change for roadway
Attachments: Slab Reinforcement Detail Revised sheet.pdf

WARNING: This email came from outside of our trusted email system. **DO NOT CLICK** links or attachments if you find the email suspicious.

Nick,

Attached is a revised version of the sheet Beth sent you yesterday. I added #4 at 12" parallel to the barrier.

Please let me know if you have any questions.

Thanks
Josh

Joshua Miller PE Associate | Bridge
d 913.577.8254

From: Beth Fry <bfry@gbateam.com>
Sent: Wednesday, March 12, 2025 3:18 PM
To: Nick McCormick <nmccormick@megakc.com>
Cc: Josh Miller <jomiller@gbateam.com>; Benjamin Ware <bware@gbateam.com>
Subject: RE: Dry Fork Greenway - work change for roadway

Nick,

Please use the MODOT standard/ table below for joints, dowels and tie bars.

See attached for barrier transition and let us know if you have any more questions.

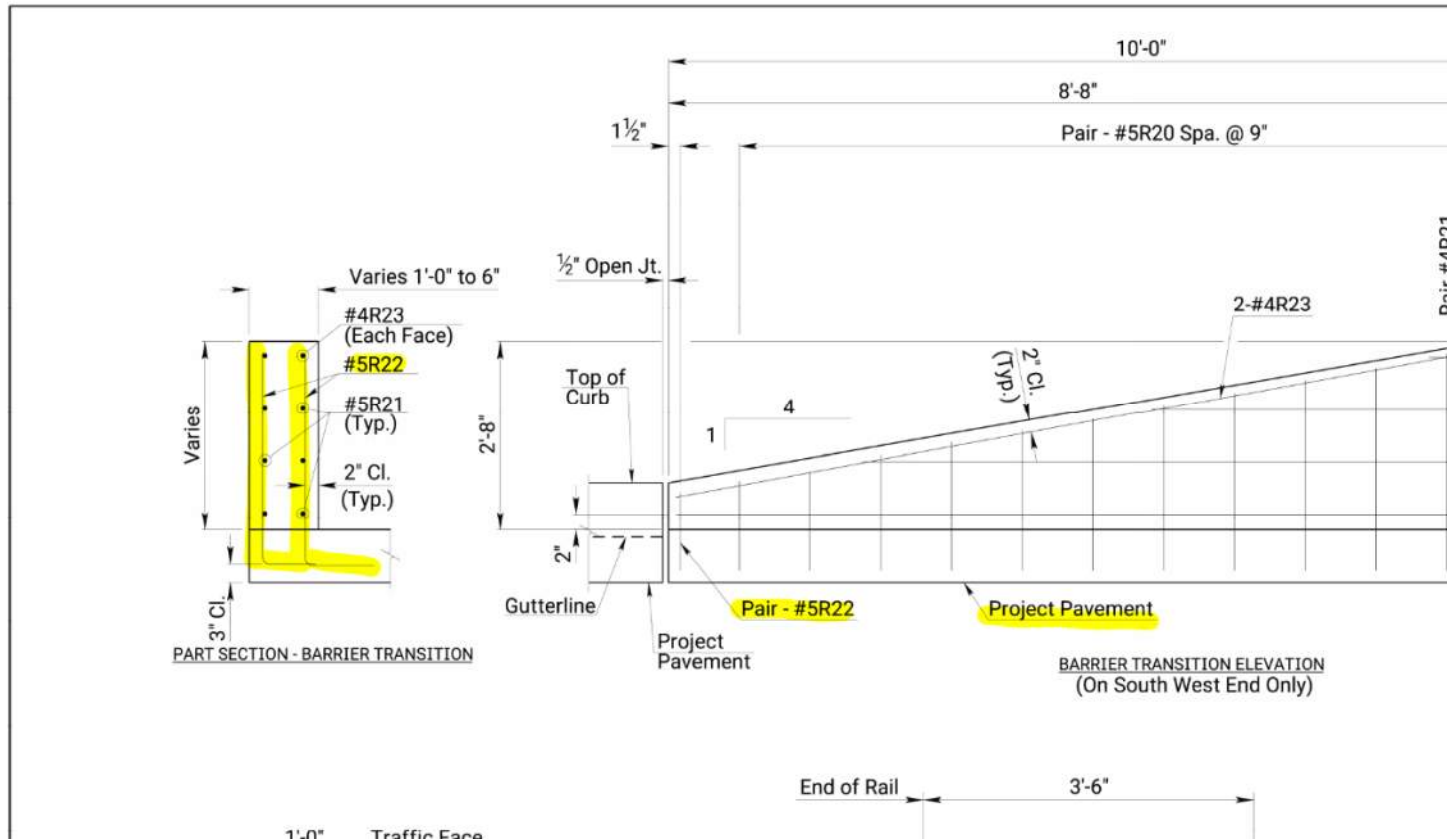
Beth Fry PE, CFM (she/her) Senior Lead Engineer | Water Environment
d 913.577.8324

From: Nick McCormick <nmccormick@megakc.com>
Sent: Tuesday, March 11, 2025 9:47 AM
To: Beth Fry <bfry@gbateam.com>
Subject: RE: Dry Fork Greenway - work change for roadway

CAUTION: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

DOWEL AND TIE BAR TABLE				
PCCP THICKNESS (P)	DOWEL		TIE BAR	
	SIZE	SPACING	SIZE	SPACING
LESS THAN 7"	NONE	NONE	#5X30"	30" CTRS.
7" TO 10"	1 1/4"X18"	12" CTRS.	#5X30"	30" CTRS.
GREATER THAN 10"	1 1/2"X18"	12" CTRS.	#6X40"	30" CTRS.

10-4 thanks. Not sure if you can get rid of dowel bars at 8" but that would make it more cost effective.



Also I did not notice any reinforcing for the barrier transition tie in to the pavement / approach – would those R22 bars just be cast in?

Give me a shout if you want to talk through anything.

Thanks



MegaKC
1491 Iron Street
North Kansas City, MO 64116
(816) 472-8722

NICK MCCORMICK
Project Manager
Employee Owner
nmccormick@megakc.com
MegaKC.com



Director of Public Works
201 E Broadway
Excelsior Springs, MO 64024

Phone: (816) 630-0755
Fax: (816) 630-9528

April 7, 2025

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Re: AGREEMENT WITH ACOE FOR DESIGN AND CONSTRUCTION ON VARIOUS
SEWER MAIN IMPROVEMENTS

This agreement is with the ACOE for design and construction assistance on various sewer main improvements consisting of rehabilitation and lining of existing sewer mains. The total amount of Federal funds available under this agreement is \$1,925,000.00 (75%) with a city match of \$641,666.67 (25%) with the total project cost being \$2,566,666.67. Cost incurred by the government will be \$192,500.00 which will limit our project then to \$2,374,166.67 minus our match of \$641,666.67 for a total of \$1,732,500.00 of Federal reimbursements.

The areas of our sewer collection system needing sewer main improvements, consisting of rehabilitation and lining, were originally "Add-Alternates" leftover from the 2010-2015 sewer bond improvements projects that ran short of funds. These areas include the Wilson Acres neighborhood, various streets in the area of Glenwood, Wildwood, and Linwood Avenue, Golf Hill Drive, East Valley Park, Forest Drive, Bell Drive, and Old Time Drive.

McClure Engineering will be the design engineer for this project since the original plans were designed by SKW Engineering. Since then, SKW was bought out by McClure and they have all of the original design plans that will need some updating in order to complete this work now. An agreement with McClure for the Engineering phase will come to the council for approval in a few weeks.

An ordinance is attached for your consideration and approval of this agreement.

Please call me if you have and questions or concerns regarding this.

Respectfully submitted,
Chad Birdsong

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
The City of Excelsior Springs, Missouri
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
City of Excelsior Springs Sewer Main Improvements Project

THIS AGREEMENT is entered into this ____ day of _____, 2025, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Kansas City District (hereinafter the “District Commander”) and the City of Excelsior Springs, Missouri (hereinafter the “Non-Federal Sponsor”), represented by its City Manager.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in Northern Missouri, including projects for wastewater treatment and related facilities, water supply and related facilities, and surface water resource protection and development pursuant to Section 8353 of the Water Resources Development Act of 2022, Public Law 117-263 (hereinafter “Section 8353”);

WHEREAS, Section 8353(d)(3) provides that the Federal share of project costs under each agreement entered into under Section 8353 shall be 75 percent, which may be in the form of reimbursements;

WHEREAS, as of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is \$1,925,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

The term “Project” means improvements of the sewer main, as generally described in the Pre-Agreement Letter Report City of Excelsior Springs Sewer Main Improvements Project, dated November 2024, and approved by the Division Commander for Northwestern Division on February 28, 2025.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "project costs" means all costs incurred by the Government and the Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes the Government's costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor's eligible costs for engineering, design, construction, and supervision and administration; the Non-Federal Sponsor's eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor's cost to negotiate this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "betterment" means a difference in the design or construction of an element of the Project that results from applying standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. As of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is limited to \$1,925,000. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount.

B. The Non-Federal Sponsor shall design and construct the Project in accordance with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age

Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto and the following:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of the Project. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work, including relevant plans and specifications, and related contract solicitations, prior to the Non-Federal Sponsor's issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the Project or commence construction of the Project using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of the Project and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of the Project at no cost to the Government.

5. Upon completion of design, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain the Project at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor are eligible for inclusion in project costs. Following completion of the Project, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of the Project. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice, unless an extension is requested by the Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of the Project are completed prior to initiation of construction. The Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of the Project. Further, the Government shall perform a final inspection to verify satisfactory completion of the Project.

E. Subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall be responsible for 75 percent of project costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in project costs. To the maximum extent practicable, within 30 calendar days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for 75 percent of the Non-Federal Sponsor's eligible costs included in each invoice, less 25 percent of the costs incurred by the Government during that same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in project costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. 300101-307108), prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in project costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of the Project, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government and the Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Prior to the Non-Federal Sponsor initiating acquisition of such real property interests or initiating construction on real property interests it already owns or controls, the Non-Federal Sponsor, in accordance with Article IV.A., shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for the construction, operation, and maintenance of the Project. Subject to the requirements in Article IV.B., the Non-Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure all such real property interests required for the Project are retained in public ownership.

B. The Government and the Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displaced persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal Sponsor shall provide written notice to the Government within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under real property interests the Non-Federal Sponsor owns or controls or after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in project costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in project costs the value of required real property interests acquired from private owners after the effective date of this Agreement except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in project costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the project costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the

Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$15,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. The Government may approve exceeding the \$15,000 threshold, up to an amount of \$35,000, if the Non-Federal Sponsor offers the owner the option of having the Non-Federal Sponsor appraise the real property interest.

(2) if the Non-Federal Sponsor determines that the acquisition is uncomplicated, has a low fair market value, and the Non-Federal Sponsor offers the owner the option to have the property appraised, the Non-Federal Sponsor may request in writing approval to use a waiver valuation for properties with estimated values of more than \$35,000 and up to \$50,000. If use of a waiver valuation is approved by the Government, the Non-Federal Sponsor shall provide a report measuring the cost and time benefits, condemnation rate, settlement rate, and other relevant metrics to document the administrative savings, accuracy, and efficacy of the use of the waiver valuation.

d. Incidental Costs. The Government shall include in project costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs after the effective date of this Agreement in acquiring required real property interests from private owners. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Except for permit work pursuant to Article V.A.4., any publicly owned real property interests required for the Project will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in project costs eligible costs of required relocations performed by the Non-Federal Sponsor after the effective date of this Agreement.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Missouri would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in project costs eligible costs of the design and construction work performed by the Non-Federal Sponsor after the effective date of this Agreement.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in project costs: interest charges, or any adjustment to reflect changes in price levels after completion of the design or construction work; costs that exceed the Government's estimate of the cost for such design and construction work; design or construction work obtained at no cost to the Non-Federal Sponsor; or any construction work initiated prior to completion of environmental compliance.

4. Permit Work. The Government shall include in project costs eligible costs of permit work performed by the Non-Federal Sponsor after the effective date of this Agreement. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design and construction of the Project, including the permits necessary for construction, operation, and maintenance of the Project on publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government

denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of the Project in project costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of the Project in project costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and permit work that exceed 25 percent of project costs, and any such excess amount cannot be applied towards the non-Federal cost share for another project; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, project costs are projected to be \$2,566,666.67, with the amount of Federal funds available for such work limited to \$1,925,000.00. Costs incurred by the Government are projected to be \$192,500.00. Costs incurred by the Non-Federal Sponsor are projected to be \$2,374,166.67, which includes eligible design and construction work after the effective date of this Agreement projected to be \$2,374,166.67, eligible real property interests projected to be \$0, eligible relocations projected to be \$0, and eligible permit work projected to be \$0. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor are projected to be \$1,732,500.00. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated project costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available for the Project.

C. After the Non-Federal Sponsor has provided its final invoice to the Government, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsor, less 25 percent of the costs incurred by the Government for the Project. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full

amount of such excess reimbursement by delivering a check payable to "FAO, USAED, Kansas City (G5)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, then subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate this Agreement. If the Government determines that the Federal funds available for the Project will be exhausted prior to completion of the Project, the Government shall notify the Non-Federal Sponsor and the Non-Federal Sponsor may continue with design and construction of the Project, at no cost to the Government, and with no further participation in the Project by the Government.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in project costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

City Manager City of Excelsior Springs, Missouri
201 E Broadway Excelsior Springs, MO 64024

If to the Government:

District Commander
U.S. Army Corps of Engineers, Kansas City District
601 E 12th St., Kansas City, MO 64106

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

City of Excelsior Springs, Missouri

BY: _____
Andrew Niewohner
Colonel, Corps of Engineers
District Commander

BY: _____
Molly McGovern
City Manager

DATE: _____

DATE: _____

Attachment

CERTIFICATE OF AUTHORITY

I, Paul Campo, do hereby certify that I am the principal legal officer for the City of Excelsior Springs, Missouri that the City of Excelsior Springs, Missouri is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Excelsior Springs, Missouri in connection with the Sanitary Sewer Main Rehabilitation Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, and that the person who executed this Agreement on behalf of the City of Excelsior Springs, Missouri acted within his statutory authority.

5th IN WITNESS WHEREOF, I have made and executed this certification this
day of December 2024


Paul Campo
City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

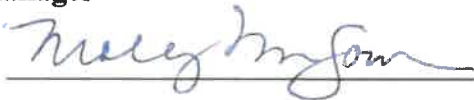
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Molly McGovern
City Manager

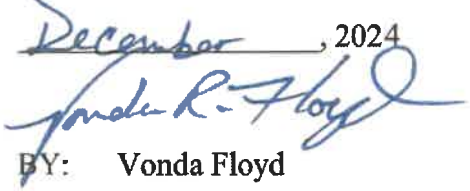
DATE: _____



**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Vonda Floyd, do hereby certify that I am the Director of Finance of the City of Excelsior Springs, Missouri (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the City of Excelsior Springs Sewer Main Improvements Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND The City of Excelsior Springs, Missouri FOR DESIGN AND CONSTRUCTION ASSISTANCE FOR THE City of Excelsior Springs Sewer Main Improvements Project.

IN WITNESS WHEREOF, I have made and executed this certification this 4th day of December, 2024


BY: Vonda Floyd

TITLE: Director of Finance

DATE: 12/4/2024

ORDINANCE NO. 25-04-01

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE DEPARTMENT OF
THE ARMY**

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

Section 1. The City Council approves the Agreement, in substantially the form attached hereto, by and between the City and the Department of the Army. The Mayor or his designee is authorized to execute the Agreement on the City's behalf.

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 Ordinance.

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

INTRODUCED IN WRITING, read by title two times, passed and approved this 7th day of April, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

**Community Development Department
Planning & Zoning**

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



March 31, 2025

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. ZTA-24-002 – Application by the City of Excelsior Springs to amend Chapter 400 “R-4” Medium Density Residential District in the Zoning Regulations of the Excelsior Springs City Code. (*Public Hearing*)

Applicant: City of Excelsior Springs

General Information:

This application is to correct an element in the initial adopted Ordinance as part of the City’s Code Review Process.

Background:

A City Code review process focusing on the Zoning & Subdivision Regulations and development-related code sections had been identified as an action item in the Community Development Department Work Plan. The review process began in 2022. The last element of the review process concluded at the beginning of last year.

When the initial, comprehensive Ordinance was adopted in 2022, all “Permitted Uses” allowed in the District “R-4” Medium Density Residential District were errantly deleted.

The Planning and Zoning Commission and City Council considered this ZTA in 2024 and requested further discussion on whether additional housing styles at an appropriate density level could be considered as permitted uses in this zoning district.

The Planning and Zoning Commission discussed this matter further in a study session with City staff introducing general concepts of mixed housing systems that could be incorporated into the District “R-4”.

Discussion:

The Planning and Zoning Commission’s initial review of the District “R-4” standards through the Code Review Process accepted the idea to remove single-family and two-family dwellings, under the regulations of District “R-1” and District “R-2”, respectively,

as permitted uses, and to remove the requirement for planned zoning for any medium density apartment buildings while maintaining the planned zoning requirements for congregate living for senior adults and of a multi-family nature.

The Planning and Zoning Commission reviewed the possibility of permitting mixed housing elements in the “R-4” zoning district without de-emphasizing the initial intention of the zoning district for medium-density apartments.

It appears that by removing standard single-family and two-family dwellings, under the regulations of District “R-1” and District “R-2”, respectively, as permitted uses, the primary focus of this zoning district can remain on medium density development. This could be considered as furthering the land use goals of providing for a variety of housing styles and densities within the community.

Different housing styles, such as two-family houses, might be viewed appropriately in this zoning district if proposed at a minimum medium density level more consistent with the purpose of the zoning district and designed in an appropriate manner. This could be accomplished by: permitting two-family housing developments in the District “R-4” at double the density level currently permitted for standard duplex neighborhoods; establishing certain enhanced landscape requirements for this type of medium density housing; and, establishing the requirement for planned zoning similar to existing standards for senior adult congregate living within the District “R-4”.

To accomplish this, the proposed language for the District “R-4” could consist of the following:

Par. A *Permitted Uses*. Includes the original Medium Density Apartments and senior adult congregate living and adds Medium Density Two-Family Housing. Single-family dwellings under the regulations of District “R-1” and Two-family dwellings under the regulations of District “R-2” are removed. Planned zoning is still required for senior adult congregate living and adds planned zoning for Medium Density Two-Family Housing. The language referencing planned zoning is clarified.

Par. B *Height and Area Regulations*.

5. *Lot area per family*. Establishes a maximum lot area of 2,700 square feet per family for two-family dwelling, in effect creating a minimum density level which is double the density currently permitted for standard duplex neighborhoods.

Par. D. *Landscaping*. Creates a new landscaping standard for senior adult congregate living and the Medium Density Two-Family Housing.

Staff Analysis:

This correction appears to reflect the initial intent of the Planning and Zoning Commission and City Council through the City’s Code Review Process as related to

District “R-4” while creating additional opportunities for creative styles of certain multi-family development at an appropriate medium density level.

Staff Recommendation/Action Requested:

Staff recommends approval of the application.

Respectfully submitted,

Doug Hermes
Planning Consultant
City of Excelsior Springs

Attachment:

Exhibit A – District “R-4 Medium Density Residential District proposed amendment

Exhibit A

Section 400.130. "R-4" Medium Density Residential District

- A. *Permitted Uses.* In a District "R-4" no building, structure, land or premises shall be used and no structure shall be hereafter erected, constructed, reconstructed, or altered except for one (1) or more of the following uses:
1. Medium density apartment buildings.
 2. **Medium density two-family housing and shall be limited to a Planned District as set out in Section 400.060 Paragraph B. Planned Zoning Districts.**
 3. Housing which shall be considered congregate living for senior adults and of a multi-family nature **and** shall be limited to a Planned District **as set out in Section 400.060 Paragraph B. Planned Zoning Districts.**
- B. *Height and Area Regulations.*
1. ..
 2. ..
 3. ..
 4. ..
 5. *Lot area per family.* Every medium density apartment house, and housing which shall be considered congregate living for senior adults and of a multi-family nature shall provide a lot area per unit of not less than the following:

4 Bedroom Unit	– 2,000 square feet
3 Bedroom Unit	– 1,700 square feet
2 Bedroom Unit	– 1,400 square feet
1 Bedroom Unit	– 1,100 square feet
- For medium density two-family housing, every dwelling shall provide a maximum lot area of 2,700 square feet per family for two-family dwelling.**
- D. *Landscaping.* Medium density two-family housing and housing which shall be considered congregate living for senior adults and of a multi-family nature shall comply with Section 400.290. Landscaping and Screening and the following additional landscaping standards:
1. **Landscaping within and around a parking lot shall be provided in accordance with the following minimum standards and sight distance regulations:**

- a. Large growing trees shall be planted one per ten (10) parking spaces. These trees may be planted within landscape islands, buffer areas, or open space.
 - b. Small growing trees shall be planted one per fifteen (15) spaces. These trees may be planted within landscape islands, buffer areas, or open space.
 - c. One shrub shall be planted for every two (2) parking spaces. These shrubs may be planted within landscape islands, buffer areas, or open space. Consideration should be given toward snow clearing operations and public safety.
 - d. Islands used for tree planting shall have a minimum area of one hundred twenty-five (125) square feet and a minimum width of seven (7) feet.
 - e. Parking lots that exceed two hundred (200) stalls shall have a minimum of thirty (30) per cent of trees and twenty (20) per cent of shrubs required under this paragraph to be planted in tree islands.
2. Large growing street trees shall be required along the property's frontage with any public or private street or drive in accordance with the following minimum standards and sight distance regulations:
 - a. For all local streets, collector streets, and arterials, one tree per fifty (50) linear feet shall be planted, except where the planting of a tree shall interfere with safe vehicular or pedestrian access. If the planting of large growing street trees interferes with overhead utility lines, small growing trees may be planted at a frequency of one tree per thirty-five (35) linear feet.
 - b. For all private drives, one tree per fifty (50) linear feet shall be planted along the property's frontage, where possible, or may be planted elsewhere on site.
3. In addition to the parking lot landscaping and street tree requirements, open space areas shall be landscaped in accordance with the following:
 - a. For every three thousand (3,000) square feet of building area, at least one large growing tree shall be required. Two (2) small growing trees may be planted instead of one large growing tree.
 - b. At least one shrub shall be planted for every two hundred fifty (250) square feet of building area. In no case shall more than four hundred (400) shrubs be required; however, developers are encouraged to exceed these minimum standards.

ORDINANCE NO. 25-04-02

AN ORDINANCE AMENDING TITLE IV, CHAPTER 400 ZONING REGULATIONS, OF THE MUNICIPAL CODE BY AMENDING SECTION 400.130 “R-4” MEDIUM DENSITY RESIDENTIAL DISTRICT

WHEREAS, at its meeting on July 29, 2024, 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 400.130 “R-4” Medium Density Residential District, Paragraph A. Permitted Uses; and

WHEREAS, the Commission approved the proposed amendment at its regular meeting on July 29, 2024, and recommended approval of the amendment to the City Council; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri considered the Planning and Zoning Commission recommendation at its regular meeting on August 5, 2024, and remanded the application back to the Commission for further consideration; and

WHEREAS, at its meeting on September 30, 2024, the Commission conducted a public hearing and reconsidered the application, and recommended approval of the amendment to the City Council; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri considered the Planning and Zoning Commission recommendation at its regular meeting on October 7, 2024, and remanded the application back to the Commission for further consideration; and

WHEREAS, at its meeting on March 31, 2025, the Commission conducted a public hearing and reconsidered the application, 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.

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

Section 1. That City Code Section 400.130, “R-4” Medium Density Residential District, is hereby amended to read as follows:

Section 400.130. "R-4" Medium Density Residential District.

A. Permitted Uses. In a District "R-4," no building, structure, land or premises shall be used

and no structure shall be hereafter erected, constructed, reconstructed or altered except for one (1) or more of the following uses:

1. Medium density apartment buildings.
 2. Medium density two-family housing and shall be limited to a Planned District as set out in Section 400.060 Paragraph B. Planned Zoning Districts.
 3. Housing which shall be considered congregate living for senior adults and of a multi-family nature and shall be limited to a Planned District as set out in Section 400.060 Paragraph B. Planned Zoning Districts.
- B. Height And Area Regulations. In District "R-4," the height of buildings, the minimum dimension of lots and yards, and the minimum lot area per family permitted on any lot shall be as follows: (For exceptions see Section 400.270.)
1. Height. Buildings or structures shall not exceed three (3) stories or thirty-five (35) feet in height plus a basement.
 2. Front Yard. Any building hereafter constructed shall provide for a front yard the minimum depth of which shall be at least thirty (30) feet.
 3. Side Yard. There shall be a side yard on each side of the building equal to the height of the building wall adjacent to said yard except that in no case shall the side yard be less than fifteen (15) feet.
 4. Rear Yard. The depth of the rear yard shall not be less than thirty (30) feet.
 5. Lot Area Per Family. Every medium-density apartment house and every senior adult dwelling hereafter constructed shall provide a lot area per unit of not less than the following:
 - 4 Bedroom Unit — 2,000 square feet;
 - 3 Bedroom Unit — 1,700 square feet;
 - 2 Bedroom Unit — 1,400 square feet;
 - 1 Bedroom Unit — 1,100 square feet.
 6. For medium density two-family housing, every dwelling shall provide a maximum lot area of 2,700 square feet per family for two-family dwelling.
- C. Parking Regulations. Two (2) off-street parking spaces shall be provided on the premises for each two (2) or more bedroom dwelling unit and one and one-half (1 1/2) spaces for each unit having one (1) bedroom. (See Section 400.280 for additional parking requirements.).
- D. *Landscaping*. Medium density two-family housing and housing which shall be considered congregate living for senior adults and of a multi-family nature shall comply with Section 400.290. Landscaping and Screening and the following additional landscaping standards:

1. Landscaping within and around a parking lot shall be provided in accordance with the following minimum standards and sight distance regulations:
 - a. Large growing trees shall be planted one per ten (10) parking spaces. These trees may be planted within landscape islands, buffer areas, or open space.
 - b. Small growing trees shall be planted one per fifteen (15) spaces. These trees may be planted within landscape islands, buffer areas, or open space.
 - c. One shrub shall be planted for every two (2) parking spaces. These shrubs may be planted within landscape islands, buffer areas, or open space. Consideration should be given toward snow clearing operations and public safety.
 - d. Islands used for tree planting shall have a minimum area of one hundred twenty-five (125) square feet and a minimum width of seven (7) feet.
 - e. Parking lots that exceed two hundred (200) stalls shall have a minimum of thirty (30) per cent of trees and twenty (20) per cent of shrubs required under this paragraph to be planted in tree islands.
2. Large growing street trees shall be required along the property's frontage with any public or private street or drive in accordance with the following minimum standards and sight distance regulations:
 - a. For all local streets, collector streets, and arterials, one tree per fifty (50) linear feet shall be planted, except where the planting of a tree shall interfere with safe vehicular or pedestrian access. If the planting of large growing street trees interferes with overhead utility lines, small growing trees may be planted at a frequency of one tree per thirty-five (35) linear feet.
 - b. For all private drives, one tree per fifty (50) linear feet shall be planted along the property's frontage, where possible, or may be planted elsewhere on site.
3. In addition to the parking lot landscaping and street tree requirements, open space areas shall be landscaped in accordance with the following:
 - a. For every three thousand (3,000) square feet of building area, at least one large growing tree shall be required. Two (2) small growing trees may be planted instead of one large growing tree.
 - b. At least one shrub shall be planted for every two hundred fifty (250) square feet of building area. In no case shall more than four hundred (400) shrubs be required; however, developers are encouraged to exceed these minimum standards.

Section 2. Legislative Findings and Determination. With respect to this Ordinance, the City Council finds and determines as follows: that increasing housing supply, enhancing affordability, and promoting efficient land use are essential to meeting the community's present and future needs. While existing zoning provisions allow two-family dwellings, the Council recognizes that these allowances alone do not adequately support the types of thoughtful, compact residential development necessary to address evolving housing challenges. To this end, the City is adopting

a zoning ordinance that allows two-family dwellings at a density of up to 2,700 square feet of lot area per family. This change is intended to encourage increased density in appropriate areas, promote housing choice, and enable innovative site design while maintaining livability and compatibility with surrounding neighborhoods. In conjunction with this density provision, the Council finds that requiring two-family dwellings in the R-4 Medium Density Residential District to be developed within a Planned District framework will support rather than hinder the successful implementation of such housing. Planned District zoning is specifically designed to offer flexibility and accommodate innovative forms of residential development that may not fit easily within the constraints of conventional zoning. This framework: i) allows adjustments to traditional setback, yard, and spacing requirements to better suit smaller or clustered housing types; ii) facilitates the efficient use of land and infrastructure through coordinated site planning; iii) enables the incorporation of shared open space, walkability features, and internal circulation that enhance quality of life; iv) encourages creative design solutions and housing formats not easily achieved under standard zoning; and v) supports the delivery of well-integrated, purpose-driven residential communities through a transparent planning process. The Planned District requirement is not intended to create a regulatory burden, but rather to empower developers to implement unique, high-quality residential environments tailored to specific housing needs. It allows the City and developers to work collaboratively toward a common goal: delivering thoughtful, sustainable housing that benefits both residents and the broader community. Therefore, the City Council finds and determines that the two-family dwelling density requirement and the Planned District requirement, is necessary and appropriate to advance the public health, safety, and welfare, and to further the City's goals for housing, land use, and long-term community development.

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

INTRODUCED IN WRITING, read by title two times, passed and approved this 7th day of April, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

PLANNING AND ZONING COMMISSION

MEETING SUMMARY EXCERPT

March 31, 2025

1. **ZTA-24-002 -Application by the city of Excelsior Springs to amend Chapter 400 “R-4” Medium Density Residential District in the Zoning Regulations of the Excelsior Springs City Code. (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.

Ms. Brown asked to speak to the commission. In the limited time she has been working in the City of Excelsior Springs, she has seen a definite need for additional housing options, including affordable housing. Allowing two-family dwellings in the R-4 District through a Planned Development will create greater flexibility in terms of density and housing options. The setback requirements in a traditional duplex development pose a challenge to meeting the requirements when working towards a more dense and compact development. Planned Districts allow for greater flexibility in development.

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

Chairman Simmons asked if there were any members of the public wanting to comment on the application.

Kelly Anderson, 801 Dunbar Avenue, Excelsior Springs, MO. States that they have been working with the city since 2022 on the Eden Village project. They have been searching for a property that can be purchased with R-4 zoning. They have put a contract on a property contingent upon being able to build on it. They are applying for a grant that is also contingent on being able to build. Ms. Anderson stated that the concern is that if the R-4 zoning changes are made, they will lose the permitted right to build. Ms. Anderson requested that this case not be approved because it would result in the loss of their right to build.

Commissioner Vincent asked Ms. Anderson for clarification that she has been trying to have her plans approved for three (3) years. Ms. Anderson said yes. Commissioner Vincent asked in order for her plans to be approved the Planning and Zoning Commission as well as the City Council would both have to say yes. Ms. Anderson said that was correct under the planned zone district.

Commissioner Goldstein asked if the reason for the change to the “R-4” zoning is due to some errors in it. Ms. Brown said that was correct. Mr. Hermes also stated that we are cleaning up the error.

Commissioner Goldstein asked Ms. Anderson why she is interested in this zoning case. She said her project would lose its permitted right to build. And then they would not be able to build because it then goes through the approval process, and she is not sure it will be approved.

Chairman Simmons said that as long as the plans meet the building codes/requirements, he sees no reason why it would not be approved.

Chairman Simmons closed the public hearing at 6:29 pm.

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

Commissioner Borchert made the motion to approve ZTA-24-002.

Commissioner Goldstein seconded the motion.

Motion Carried.

Vote: Motion passed 5-1-0

Yes: Commissioners Simmons, Goldstein, Kelley, Borchert, and Marker.

No: Commissioner: Vincent

Abstain: None



City Manager's Office
City Council 4/7/2025

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

1. ORDINANCE - Destruction of Certain Municipal Records

ORDINANCE NO. 25-04-03

AN ORDINANCE AUTHORIZING THE DESTRUCTION OF CERTAIN MUNICIPAL RECORDS

WHEREAS, it has been determined by the Custodian of Records that certain records no longer have administrative, legal, fiscal, research of historical value; and

WHEREAS, said records are listed in the Missouri Records Manual Retention Schedule and the minimum retention period for the records has been exceeded; and

WHEREAS, to allow more space for operations, reduce storage costs, allow for easier access to needed records and to provide a better environment for records which must be legally retained or which have historic or research value for the public, the Council wishes to authorize the destruction of said records; and

WHEREAS, a copy of this Resolution has been provided for public inspection prior to consideration by the Council.

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

Section 1. The City Council hereby authorizes the destruction and disposal of records specifically listed in Exhibit “A”, attached hereto and made a part hereof as if fully set forth. The shredding of said records is to be conducted in compliance with the guidelines established by the Secretary of State’s Office.

INTRODUCED IN WRITING, read by title two times, passed and approved this 7th day of April, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

[illegible]