

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, May 5, 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, May 5, 2025
Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs MO

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 April 21, 2025

CONSIDERATION OF AGENDA

1. Proclamation - Older Americans Month
2. Proclamation - National Nurses Week
3. Proclamation - National Hospital Week
4. Proclamation - Building Safety Month
5. Proclamation - National Preservation Month
6. Consideration of Agreement with Lamp Rynearson Related to the Water

Treatment Roof Replacement Project - Resolution No. 1567

7. Consideration of Change Order #2 with Mega KC for the Dry Fork Greenway Project - Resolution No. 1568

8. Consideration of Local Government Week - Resolution No. 1569

9. Consideration of Agreement with Kearney R-1 School District Regarding Swim Pool Rental - Ordinance No. 25-05-01

10. Consideration of Special Use Permit for Short-Term Rental at 2206 Wornall Rd - Ordinance No. 25-05-02

11. Consideration of Amendment to Section 404.015 of the Municipal Code Related to Reasonable Accommodations - Ordinance No. 25-05-03

12. Consideration of Readopting the Procedure to Disclose Potential Conflicts of Interest - Ordinance No. 25-05-04

Remarks - City Manager

Remarks - City Council

Remarks - Mayor

Adjourn

Representatives of the news media may obtain copies of this notice by contacting the City Manager's office, 201 East Broadway. Phone (816) 630-0752.

If any accommodations are required in order to attend this meeting (i.e. qualified interpreter, large print, reader, hearing assistance), please notify the City Manager's office no later than 48 hours prior to the beginning of the meeting.

Date and Time of Posting: Thursday, May 1, 2025 at 5:15pm

CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
April 21, 2025

The City Council of the City of Excelsior Springs, Missouri met in a City Council Meeting at 6:00 PM, on Monday, April 21, 2025 in the Council Chambers of the Hall of Waters Building.

The opening was led by Deacon Alan Bandy, St. Ann's Catholic Church.

The Pledge of Allegiance was led by Mayor Spohn.

The meeting was called to order by Mayor Spohn.

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

Absent: None.

VISITORS: None.

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF APRIL 4, 2025:

Councilman St. John made a motion to approve the minutes of the Special City Council Meeting of April 4, 2025. Motion was seconded by Councilman McGovern. All in favor; motion carried.

Minutes of the Special City Council Meeting of April 4, 2025 passed and approved April 21, 2025.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 7, 2025:

Councilman Renne made a motion to approve the minutes of the Regular City Council Meeting of April 7, 2025. Motion was seconded by Councilman McGovern. All in favor; motion carried.

Minutes of the Regular City Council Meeting of April 7, 2025 passed and approved April 21, 2025.

CONSIDERATION OF AGENDA:

Councilman McGovern made a motion to approve the agenda as presented. Motion was seconded by Mayor Pro-Tem Spear.

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

 Nays: None, motion carried.

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

ORDINANCE NO. 25-04-04, CONSIDERATION OF CERTIFICATION OF ELECTION:

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

Mayor Pro-Tem Spear made a motion to place Ordinance No. 25-04-04 acknowledging and declaring the results of the election held on April 8, 2025 on second reading. Motion was seconded by Councilman St. John.

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

Nays: None, motion carried.

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

Councilman McGovern made a motion to approve Ordinance No. 25-04-04 acknowledging and declaring the results of the election held on April 8, 2025. Motion was seconded by Mayor Pro-Tem Spear.

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

Nays: None, motion carried.

Ordinance No. 25-04-04 passed and approved April 21, 2025.

ADMINISTER OATH OF OFFICE TO NEW CITY COUNCIL MEMBER:

The “Oath” was administered by Shannon Stroud, City Clerk to re-elected Mark Spohn.

ROLL CALL – NEW CITY COUNCIL MEMBERS:

Present: Councilman St. John
Councilman Renne
Councilman McGovern
Mayor Pro-Tem Spear
Mayor Spohn

Absent: None.

ELECTION OF MAYOR AND MAYOR PRO-TEM:

Councilman McGovern nominated Mark Spohn for Mayor. There were no further nominations for Mayor.

All in favor; Mark Spohn was elected as Mayor for a period of one (1) year receiving 5 votes.

Councilman McGovern nominated Reggie St. John for Mayor Pro-Tem. There were no further nominations for Mayor Pro-Tem.

All in favor; Reggie St. John was elected as Mayor Pro-Tem for a period of one (1) year receiving 5 votes.

ROLL CALL – NEW CITY COUNCIL MEMBERS:

Present: Councilman McGovern
Councilman Renne
Councilman Spear
Mayor Pro-Tem St. John
Mayor Spohn

Absent: None.

RESOLUTION NO. 1563, CONSIDERATION OF LEASE-PURCHASE AGREEMENTS FOR FIRE EQUIPMENT:

Mayor Spohn read by title Resolution No. 1563.

Zachary St. John, Assistant Fire Chief briefed the Council of the Resolution.

Councilman McGovern made a motion to approve Resolution No. 1563 authorizing the execution of One or More Master Lease-Purchase Agreements for the Acquisition of Fire Equipment. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Resolution No. 1563 passed and approved April 21, 2025.

RESOLUTION NO. 1564, CONSIDERATION OF REVISION TO CONSERVATION EASEMENT AGREEMENT FOR THE HALL OF WATERS IN CONNECTION WITH THE SAVE AMERICA'S TREASURES GRANT:

Mayor Spohn read by title Resolution No. 1564.

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

Councilman Renne made a motion to approve Resolution No. 1564 authorizing the City Manager to Execute a Revised Conservation Easement Agreement for the Hall of Waters in Connection with the Save America's Treasures Grant. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Resolution No. 1564 passed and approved April 21, 2025.

RESOLUTION NO. 1565, CONSIDERATION OF WAIVING AND RELEASING ANY CLAIM OR LIEN AGAINST THE PROPERTY LOCATED AT 201 SOUTH STREET TO FACILITATE ITS REDEVELOPMENT:

Mayor Spohn read by title Resolution No. 1565.

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

Councilman Spear made a motion to approve Resolution No. 1565 waiving and releasing any claim or lien against the property located at 201 South Street to facilitate its redevelopment. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Resolution No. 1565 passed and approved April 21, 2025.

RESOLUTION NO. 1566, CONSIDERATION OF PREVENTATIVE MAINTENANCE AGREEMENTS FOR THE COMMUNITY CENTER:

Mayor Spohn read by title Resolution No. 1566.

Nate Williams, Director of Parks and Recreation and Community Center briefed the Council of the Resolution.

Mayor Pro-Tem St. John made a motion to approve Resolution No. 1566 authorizing and approving a Preventative Maintenance Agreement with Quality Plumbing for the Excelsior Springs Community Center. Motion was seconded by Councilman Renne.

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

Nays: None, motion carried.

Resolution No. 1566 passed and approved April 21, 2025.

ORDINANCE NO. 25-04-05, CONSIDERATION OF TITLE VI ADOPTION FOR 5311 GRANT:

Mayor Spohn read by title Ordinance No. 25-04-05.

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

Councilman McGovern made a motion to place Ordinance No. 25-04-05 adopting the Title VI Plan for the City Transit System on second reading. Motion was seconded by Mayor Pro-Tem St. John.

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

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-04-05.

Mayor Pro-Tem St. John made a motion to approve Ordinance No. 25-04-05 adopting the Title VI Plan for the City Transit System. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Ordinance No. 25-04-05 passed and approved April 21, 2025.

ORDINANCE NO. 25-04-06, CONSIDERATION OF AMENDMENT TO TITLE IV, CHAPTER 400 ZONING REGULATIONS, SECTION 400.130 "R-4" MEDIUM DENSITY RESIDENTIAL DISTRICT:

Mayor Spohn read by title Ordinance No. 25-04-06.

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

Councilman McGovern made a motion to place Ordinance No. 25-04-06 amending Title IV, Chapter 400 Zoning Regulations of the Municipal Code by Amending Section 400.130 'R-4' Medium Density Residential District on second reading. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-04-06.

Councilman McGovern made a motion to approve Ordinance No. 25-04-06 amending Title IV, Chapter 400 Zoning Regulations of the Municipal Code by Amending Section 400.130 'R-4' Medium Density Residential District. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Ordinance No. 25-04-06 passed and approved April 21, 2025.

MARCH REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Spohn read by title the Consideration.

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

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

ACKNOWLEDGEMENT OF BOARD APPLICATIONS:

Mayor Spohn read by title the Consideration.

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

There are openings for board appointments to the Board of Zoning Adjustments and Community Center Board. The applicants were advertised in March 2025 and are included for your review. You have the opportunity to interview them and have further conversations with the applicants, as well as talk with staff members associated with the boards. We will do another public opening for re-appointments, resignations, and expired terms in May 2025.

COMMENTS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. In the transmittals you have the Court Report and the KCADC policy to view.
2. Melinda Mehaffy, Economic Development Director is providing a virtual training for other communities to attend.

Councilman Renne:

3. We had a wonderful week with the State of the Cities Address and the Block Party Kickoff, which is good and encouraging for our community.

Councilman McGovern:

4. I echo Councilman Renne's comments.

Councilman Spear:

5. The Mayor's Prayer Breakfast is Thursday, May 1, 2025, at 7am, at the Elm's. Tickets are still available.

Mayor Pro-Tem St. John:

6. The Downtown Excelsior Partnership is promoting Shop Local Late. Businesses will be open until 7pm on Thursday evenings.

Mayor Spohn:

1. The pressure should be on to support our downtown businesses.

MOTION TO CLOSE THE MEETING PURSUANT TO SECTION 610.021.2, RSMO.:

With no further business at hand, Councilman McGovern motioned to close the Regular City Council Meeting of April 21, 2025 and go into CLOSED SESSION immediately following pursuant to Section 610.021.2, RSMo. Councilman Spear seconded. No discussion was held by City Council Members.

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

Nays: None, motion carried.

The Regular City Council meeting of April 21, 2025 adjourned at 6:36 pm.

ATTEST:

MARK D. SPOHN, MAYOR

SHANNON STROUD, CITY CLERK

Older Americans Month 2025

Whereas, May is Older Americans Month, a time for us to recognize and honor older adults in Excelsior Springs, Missouri and their influence on every facet of American society; and

Whereas, through their wisdom and wealth of life experiences older adults make immeasurable contributions to the community through intergenerational relationships, community service, civic engagement, and many other activities; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and thrive; and

Whereas, Excelsior Springs must ensure that older Americans have the resources and support needed to stay independent and involved in their communities — reflecting our commitment to inclusivity and connectedness; and

Now, therefore, I, Mark Spohn, Mayor of the City of Excelsior Springs, do hereby proclaim May 2025 as Older Americans Month. This year's theme, "Flip the Script on Aging," encourages individuals and organizations in the community to challenge stereotypes and dispel misconceptions of older adults and to embrace the positivity of aging.

I call upon all residents to join me in recognizing the value and contributions of our older citizens and promoting programs and activities that reshape how we perceive, talk about and approach aging.

SO DONE this 5th day of May, 2025.

SEAL:

Mark D. Spohn, Mayor

**NATIONAL NURSES WEEK
PROCLAMATION**

Whereas, registered nurses in the United States constitute our nation's largest health care profession; and

Whereas, the depth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings; and

Whereas, the American Nurses Association, as the voice for registered nurses in this country, is working to chart a new course for a healthy nation that relies on increasing access to primary and preventive health care, and better utilization of all our nation's registered nursing resources; and

Whereas, professional nursing is an indispensable component of the safety and quality of care of hospitalized and non-hospitalized patients; and

Whereas, the demand for registered nursing services will be greater than ever because of the aging of the American population, emerging health challenges, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services; and

Whereas, more qualified registered nurses are needed in the future to meet the increasingly complex needs of health care consumers in this community; and

Whereas, along with the American Nurses Association, the Excelsior Springs Hospital and the City of Excelsior Springs has declared May 6-12 as Nurses Week, with the theme "The Power of Nurses," with appreciation for the unparalleled impact of nurses and their contributions to health care, and an open invitation to #ThankANurse for enriching our lives and the world we live in.

Therefore, be it resolved, that I, Mark Spohn, Mayor of the City of Excelsior Springs, ask that all residents of this community join me in honoring the registered nurses who care for all of us, and be it further resolved, that the residents of the City of Excelsior Springs celebrate registered nurses' accomplishments and efforts to improve our health care system and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.

SO DONE this 5th day of May, 2025.

SEAL:

Mark D. Spohn, Mayor

**NATIONAL HOSPITAL WEEK
PROCLAMATION**

Whereas, the American Hospital Association will follow the theme #WeAreHealthcare, recognizing the amazing people who work in America's hospitals and health systems; and

Whereas, health care workers inspire us every day and are at the heart of National Hospital Week; and

Whereas, patients and communities rely on the wide range of critical health care services that only hospitals and health systems can provide, including 24/7 emergency and other higher-acuity care; and

Whereas, hospitals work with their community partners to develop and deploy programs that advance health and wellness and are the symbol for care and safekeeping; and

Whereas, the hospitals and health systems continue to care for their communities despite any challenges thrown at them; and

Whereas, hospital and health systems are committed to supporting and advancing public health within the communities they serve; and

Whereas, along with the Excelsior Springs Hospital, the City of Excelsior Springs has declared May 11th through May 17th, 2025 as National Hospital Week.

Therefore, be it resolved, that I, Mark Spohn, Mayor of the City of Excelsior Springs, ask that all residents of this community join me in this effort to help celebrate National Hospital Week by showing support to all health care workers.

SO DONE this 5th day of May, 2025.

SEAL:

Mark D. Spohn, Mayor



Building Safety Month – May, 2025

Whereas our Jurisdiction is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas "Game On!," the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, Therefore, I, Mark Spohn, Mayor of The City of Excelsior Springs, do hereby proclaim the month of May 2025 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month.

Signature



NATIONAL PRESERVATION MONTH PROCLAMATION

WHEREAS, the City of Excelsior Springs is renowned for its rich history, founded in 1880 around its unique mineral springs, and distinguished by its architectural treasures, including the iconic Hall of Waters, the Elms Historic District, the Hall of Waters Historic District, and the Boarding House Historic District; and

WHEREAS, historic preservation fosters community pride, enhances the quality of life, and sustains the cultural and economic vitality of Excelsior Springs by safeguarding structures and sites that reflect our shared heritage; and

WHEREAS, the Excelsior Springs Historic Preservation Commission, established in 1978 and a Certified Local Government since 1991, diligently promotes the preservation of our historic landmarks, administers the Historic Preservation Ordinance, and recognizes outstanding restoration efforts through the annual Historic Preservation Awards; and

WHEREAS, the City of Excelsior Springs has demonstrated a commitment to preserving its historic fabric, as evidenced by projects such as the rehabilitation of the Hall of Waters, supported by the Save America's Treasures Grant, and the ongoing efforts of residents, businesses, and organizations to restore historic properties; and

WHEREAS, May is recognized nationally as Historic Preservation Month, providing an opportunity to celebrate the contributions of individuals and groups who work tirelessly to protect our historic resources and to educate the public on the importance of preserving our architectural and cultural legacy;

NOW, THEREFORE, I, Mark Spohn, Mayor of the City of Excelsior Springs, Missouri, do hereby proclaim May 2025 as **Historic Preservation Month** in Excelsior Springs. I call upon all citizens, businesses, and organizations to join in celebrating our historic heritage, to participate in preservation activities, and to support efforts that ensure the legacy of our city endures for future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Excelsior Springs to be affixed this 6th day of May, 2025.

Mark D. Spohn, Mayor



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

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

May 5th, 2025

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Re: ENGINEERING AGREEMENT WITH LAMP RYNEARSON FOR WATER PLANT
ROOF REPLACEMENT

This agreement is for Professional Engineering Services for the replacement of the water treatment plant roof. The existing roof was installed with the last expansion in 1998 and we have been experiencing multiple leaks in different areas for several years, especially around the skylights. Design work will include plans and specifications for tear off of the complete roof system, replace the insulation, skylights, gutters, downspouts, trim and membrane. CA and CO will include bid assistance with plans at Drexel, evaluation of bids, and preparing contract documents, conducting a pre-construction conference, create and process change orders, review submittals, and pay applications, observe and inspect all work and substrate material, and perform final inspections to ensure work is compliant with specifications.

Design Services:	\$ 36,000.00
Construction Administration	\$ 10,000.00
Construction Observation	<u>\$ 9,000.00</u>
Total:	\$ 55,000.00

The construction of the new roof is estimated between \$ 310,000.00 to \$ 330,000.00.
The agreement is attached for your review and approval for this work and a resolution 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

RESOLUTION NO. 1567

**A RESOLUTION APPROVING AN AGREEMENT WITH LAMP
RYNEARSON INC. RELATED TO THE WATER PLANT ROOF REPLACEMENT
PROJECT**

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

Section 1. That the Agreement with Lamp Rynearson Inc. related to the Water Plant Roof Replacement Project, a copy of which is attached hereto in its substantial form and incorporated herein, is approved.

Section 2. That the Mayor or his designee is authorized to execute the Agreement for and on behalf of the City of Excelsior Springs, Missouri.

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

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

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

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

ATTACHMENT

Task Order

**ABBREVIATED AGREEMENT BETWEEN
CLIENT AND LAMP RYNEARSON, INC.**

Page 1 of 3

CLIENT: Excelsior Springs, Mo

JOB NUMBER: _____

PROJECT TITLE: Water Treatment Plant Roof Replacement

DATE ISSUED: 4-28-2025

LOCATION OF PROJECT: _____

INITIATED BY: _____ ☐ CLIENT ☒

DETAILED DESCRIPTION OF WORK TO BE PERFORMED:

DESIGN STARTING DATE: EST. 4-28-2025

DESIGN COMPLETION DATE EST: 6-1-2025

Design Phase:

Prepare plans and specifications to replace the existing roof at the Excelsior Springs water treatment plant. Project to include:

- Tear off
- Replacement of Insulation
- Replacement of skylights
- Replacement of gutter, downspouts, and trim
- New membrane

Make two trips to the site during design.

Provide the owner with two hard copies of plans and specifications, along with a thumb drive with a pdf copy.

Provide Drexel with plans and specifications for plan distribution.

Be available to answer bidder's questions.

Prepare a bid tab for use by the City, evaluate bids and make a recommendation of award.

Prepare contract documents

Construction Administration Phase:

Organize and attend a preconstruction conference

Be available to answer contractor's questions

Prepare any needed Change Orders

Review submittals

Review Applications for Payment

Construction Observation:

Observe the site monthly to coincide with contractor's application for payment and as requested by staff, including substrate inspections after tear off.

Perform a final inspection

Design Phase will be completed for a lump sum of \$36,000 billable monthly on an estimated project percent complete. Design of structural repairs needed as a result of inspection after tear off will be an additional cost.

Construction Administration Phase will be completed for a lump sum of \$10,000 billable monthly on an estimated project percent complete.

Construction Observation will be billed hourly up to a maximum of \$9,000

This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.

BILLING INSTRUCTIONS:

☐ % of Construction Contracts

☐ % of Construction By Phase

☐ Special _____

☒ Lump Sum \$ 46,000.00

☒ Cost + _____ % + Expense \$ 9,000.00

☐ Hourly Rates Up to a Maximum + Expenses \$ _____

☐ Cost plus fixed fee \$ _____

☐ Other \$ _____

SIGNATURES:

☒ Lamp Rynearson, Inc. Authorized Representative(s) with Title(s)

[Signature]
Senior Project Manager 4-28-2025
Date

☐ Client/Client Authorized Representative with Title

Date

DISTRIBUTION:

☒ CLIENT

☒ LAMP RYNEARSON

☐ OTHER _____

☐ OTHER _____

**LAMP
RYNEARSON**

9001 State Line Road, Suite 200

Kansas City, Missouri 64114

P | 816.361.0440

www.lamprynearson.com

BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Ryneerson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 110% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Ryneerson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Ryneerson's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of Lamp Ryneerson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Ryneerson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Ryneerson. In addition, Lamp Ryneerson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Lamp Ryneerson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Lamp Ryneerson and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or Lamp Ryneerson's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of Lamp Ryneerson's fee represents specific consideration for this limitation.

Termination: Either the Client or Lamp Ryneerson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Ryneerson's final invoice, pay Lamp Ryneerson for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Ryneerson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Ryneerson and are in no way contingent upon the Client obtaining funding. Lamp Ryneerson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Ryneerson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Ryneerson who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or for any other project. Any reuse without specific written authorization by Lamp Ryneerson is prohibited and Client shall indemnify and hold harmless Lamp Ryneerson from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Lamp Ryneerson to further compensation at rates to be agreed upon by Client and Lamp Ryneerson.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Rynearson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Rynearson's qualifications and experience. Lamp Rynearson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Bidding, Construction, and Operational Phases: It is understood and agreed that Lamp Rynearson's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. E-500 regarding such phases shall not be part of Basic Services unless such services are stated in and agreed to in the Abbreviated Agreement. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Lamp Rynearson that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Lamp Rynearson harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to Lamp Rynearson's own alleged negligence.

If the Client requests in writing that Lamp Rynearson provide any specific construction phase services and if Lamp Rynearson agrees in writing to provide such services, then Lamp Rynearson shall be compensated as Additional Services, per Lamp Rynearson's and its subconsultants' standard hourly rates.

Jobsite Safety: Neither the professional activities of Lamp Rynearson, nor the presence of Lamp Rynearson or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Lamp Rynearson and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, Lamp Rynearson and Lamp Rynearson's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Lamp Rynearson agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The parties agree to split the mediator's fee equally and that all such mediations shall be held in Kansas City, Missouri.

Hazardous Materials: It is acknowledged by both parties that Lamp Rynearson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Rynearson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Rynearson's services, Lamp Rynearson may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. Lamp Rynearson makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Rynearson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.



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 #2 -WITH MEGA KC- DRYFORK GREENWAY PROJECT

Change order #2 with MEGA KC on the Dry Fork Greenway Project consist of 3 items:

1. RCB Headwall revisions to account for revision made by the engineer to the RCB to the top of the headwall elevations. \$6,937.70
2. This is for 8" DIP Class 52 for the creek crossing instead of the original specification of PVC as was called out in the plans. \$15,635.48
3. Asphalt pavement unit price adjustments associated with Change order #1. The total asphalt quantity was reduced by 26%. The unit price of asphalt was increased from \$48.00/SY to \$50.00/SY with that change. The \$2.00/SY net increase is reflected in the change order for the new quantity and is allowed by the contract. \$9,794.00

The original contract price with MEGA KC was \$3,446,468.25. The first change order #1 totaled \$125,865.49 for a new contract price of \$3,572,333.74. Change order #2 is an increase of \$32,367.18. The new contract price with #2 included totals \$3,604,700.92. This leaves \$159,748.08 for additional change orders for the project.

A resolution has been prepared and is attached for your consideration and approval of Change order #2.

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

Chad Birdsong

RESOLUTION NO. 1568

A RESOLUTION APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH
MEGA KC CORPORATION FOR THE DRY FORK GREENWAY PROJECT

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. 2 to the Dry Fork Greenway Project contract with Mega KC Corporation, increasing the contract amount by \$32,367.18, 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 ____ DAY OF _____, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

CHANGE ORDER NO.: 2

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: 04/30/2025

Effective Date of
Change Order: _____

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

Description:

1. RCB Headwall revisions – change order request to account for revisions made by the Engineer to the RCB top of headwall elevations.
2. 8" DIP Class 52 – City requested use of DIP for the waterline replacement instead of PVC, as called out in the plans.
3. Asphalt Pavement Unit Price Adjustment – with Change Order 1, the total quantity for the asphalt was reduced by 26%. The unit price of the asphalt was increased from \$48/SY to \$50/SY with the change. The \$2/SY net increase is reflected in the table below.

Change Order 2					
1	RCB Headwall Revisions	LS	1	\$6,937.70	\$6,937.70
2	8" DIP Class 52 (Waterline)	LS	1	\$15,635.48	\$15,635.48
3	Asphaltic Concrete Pavement (7") Unit Price Adjustment	SY	4897	\$2.00	\$9,794.00
CO Increase					\$32,367.18
Rev Contract Price					3,604,700.92

Attachments:

1. Change order request (COR) for RCB headwall revisions, dated April 16, 2025.
2. COR with price proposal for 8" DIP, dated April 10, 2025
3. COR for the asphaltic concrete pavement (7") unit price adjustment, dated April 22, 2025

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] from previously approved Change Orders No. 1: \$ 125,865.49	[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: \$ 3,572,333.74	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase this Change Order: \$ 32,367.18	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 3,604,700.92	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

EJCDC® C-941, Change Order.

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	Recommended by Engineer (if required)	Authorized by Owner
By:		
Title:	GBA Project Manager	
Date:	4/30/2025	
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		



April 16, 2025

Beth Fry
Senior Lead Engineer
GBA

Via Email

RE: City of Excelsior Springs, MO Dry Fork Greenway Project
COR: RCB Headwall Revisions REV1

Ms. Fry

In conjunction with our subcontractor WCI, MegaKC offers the following pricing for the attached plan revisions provided on March 4, 2025:

WCI:	\$ 6,461.94
MegaKC: Fee (5%)	\$ 323.10
Bond & Insurance	\$ 152.66
TOTAL	\$ 6,937.70

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

Sincerely,

Nick McCormick
Project Manager



Cost Detail With Categories

Project Name:	Dry Fork Greenway Project	Customer:	City Of Excelsior Springs
Job Number:		Billing Address:	103 East Water Street
Bid As:	Infrastructure		Excelsior Springs, MO
Estimator:	Corey O'Neill	Phone:	
Project Address:	201 East Broadway, Excelsior Springs, MO	Contact:	
Completion Date:			

Change Order: 01 - RCB Headwall Revision

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
<> 2 - RCB Headwall Rev	1.00	LS	\$5,149.99	\$5,149.99
<u>Labor</u>				
Unit: \$2,643.59				
<u>Equipment</u>				
\$860.40				
<u>Material</u>				
\$1,646.00				
<u>Subcontracted</u>				
\$0.00				
<u>Trucking</u>				
\$0.00				
<u>Miscellaneous</u>				
\$0.00				
<u>Plug</u>				
\$0.00				
Pour Wall (5.00 MH/CY, 0.25 DY)	2.00	CY	\$482.40	\$964.80
Operator	2.50	HR	\$73.86	\$184.66
Laborer [2]	2.50	HR	\$63.26	\$316.30
Cement Mason	2.50	HR	\$70.82	\$177.05
Boom Truck Service 21 Ton	2.00	HR	\$143.40	\$286.80
Rebar Tie Crew (0.01 MH/LB, 0.25 DY)	1,000.00	LB	\$1.31	\$1,307.24
Operator	2.50	HR	\$73.86	\$184.66
Iron Worker [4]	2.50	HR	\$83.58	\$835.78
Boom Truck Service 21 Ton	2.00	HR	\$143.40	\$286.80
Form Wall (0.13 MH/SF, 0.25 DY)	100.00	SF	\$12.32	\$1,231.95
Operator	2.50	HR	\$73.86	\$184.66
Carpenters [3]	2.50	HR	\$80.31	\$602.34
Laborer	2.50	HR	\$63.26	\$158.15
Boom Truck Service 21 Ton	2.00	HR	\$143.40	\$286.80
Conc. RM, (KCM MB 4K (3-5" SLUMP)(DURAPOZ)) (Geiger Ready Mix)	3.00	CY	\$192.00	\$576.00
Rebar, (Plain) (A Mega Estimated Suppliers Price)	1,000.00	LB	\$0.92	\$920.00
Forming Materials, (Sf)	100.00	SF	\$1.50	\$150.00

Change Order: 01 - RCB Headwall Revision

Indirect Items

Description	Quantity	UM	Unit Indirect Cost	Total Indirect Cost
< 18 - Insurance	1.00	LS	\$80.77	\$80.77

Description					Quantity	UM	Unit Indirect Cost	Total Indirect Cost
[C] 41 - Project Management Software					1.00	LS	\$14.22	\$14.22
<> 43 - Weather Days					0.00	DY	\$0.01	\$0.00
[Q] 1 - Project Manager					0.00	MO	\$0.00	\$0.00
	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Subcontracted</u>		<u>Trucking</u>	<u>Miscellaneous</u>	<u>Plug</u>
Unit:	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
[C] 6 - Small Tools					1.00	LS	\$85.05	\$85.05
[C] 6A - Misc. Supplies					1.00	LS	\$75.25	\$75.25
[C] 44 - Warranty					1.00	LS	\$22.75	\$22.75
[Q] 2 - Superintendent					0.00	MO	\$0.00	\$0.00
	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Subcontracted</u>		<u>Trucking</u>	<u>Miscellaneous</u>	<u>Plug</u>
Unit:	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$2,643.59	51.33%
Equipment Owned:	\$0.00	0.00%
Equipment Rented:	\$860.40	16.71%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$1,646.00	31.96%
Subcontracted:	\$0.00	0.00%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$0.00	0.00%
Plug:	\$0.00	0.00%
Direct Cost:	<u>\$5,149.99</u>	

Indirect Cost Totals

	Amount	Percent of Indirect Cost
Labor:	\$0.00	0.00%
Equipment Owned:	\$0.00	0.00%
Equipment Rented:	\$0.00	0.00%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$278.04	100.00%
Subcontracted:	\$0.00	0.00%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$0.00	0.00%
Plug:	\$0.00	0.00%
Indirect Cost:	<u>\$278.04</u>	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$5,149.99	79.70%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$278.04	4.30%
Total Bond:	\$64.62	1.00%
Total Overall Cost:	\$5,492.65	85.00%
Total Overhead:	\$0.00	0.00%
Total Profit:	\$969.29	15.00%
Total Margin:	\$969.29	15.00%
Total Bid Price:	<u>\$6,461.94</u>	

Dry Fork Greenway Project

City of Excelsior Springs, Missouri



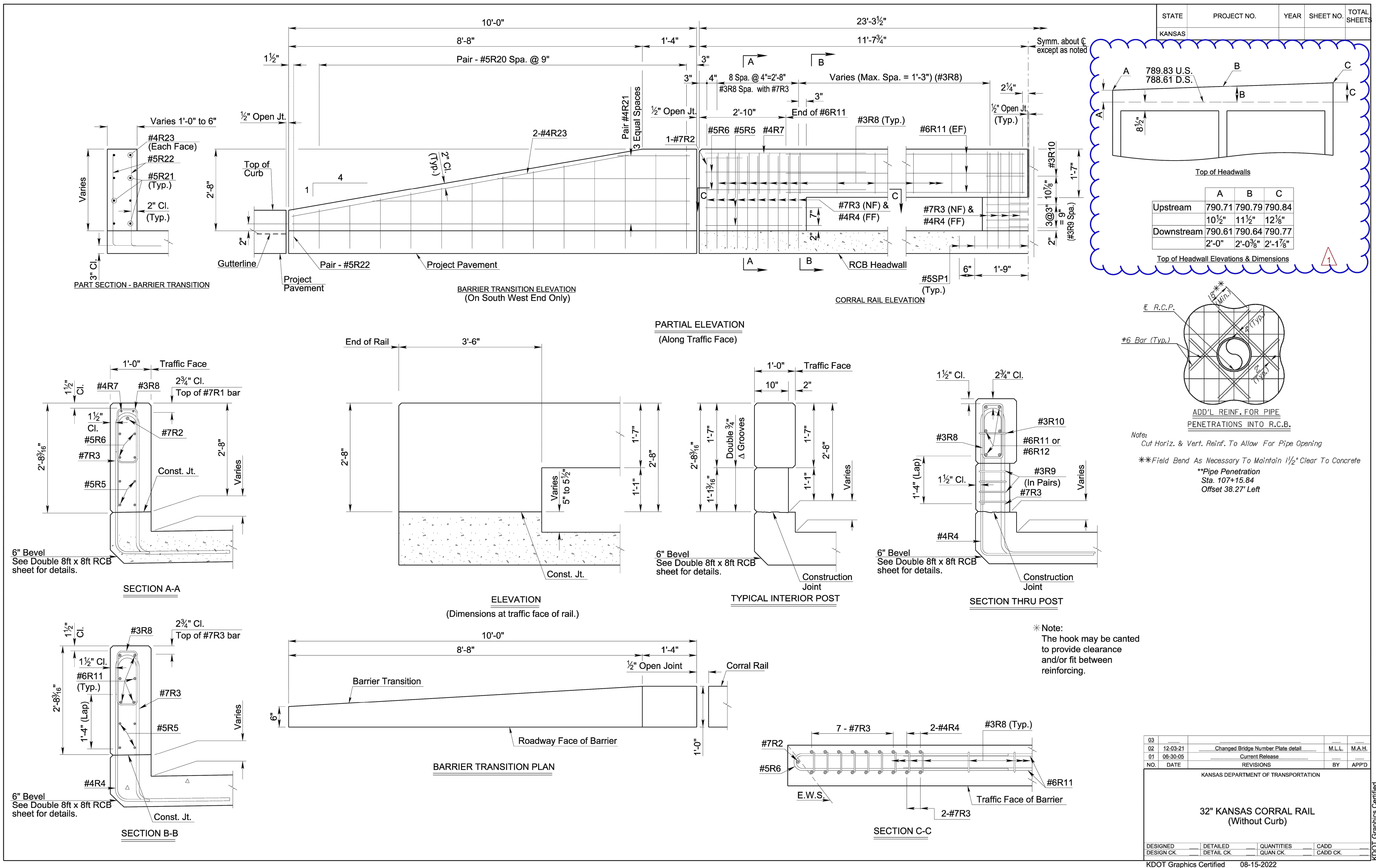
REVISION	
①	03/03/2025 Add varying headwall elevation detail

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

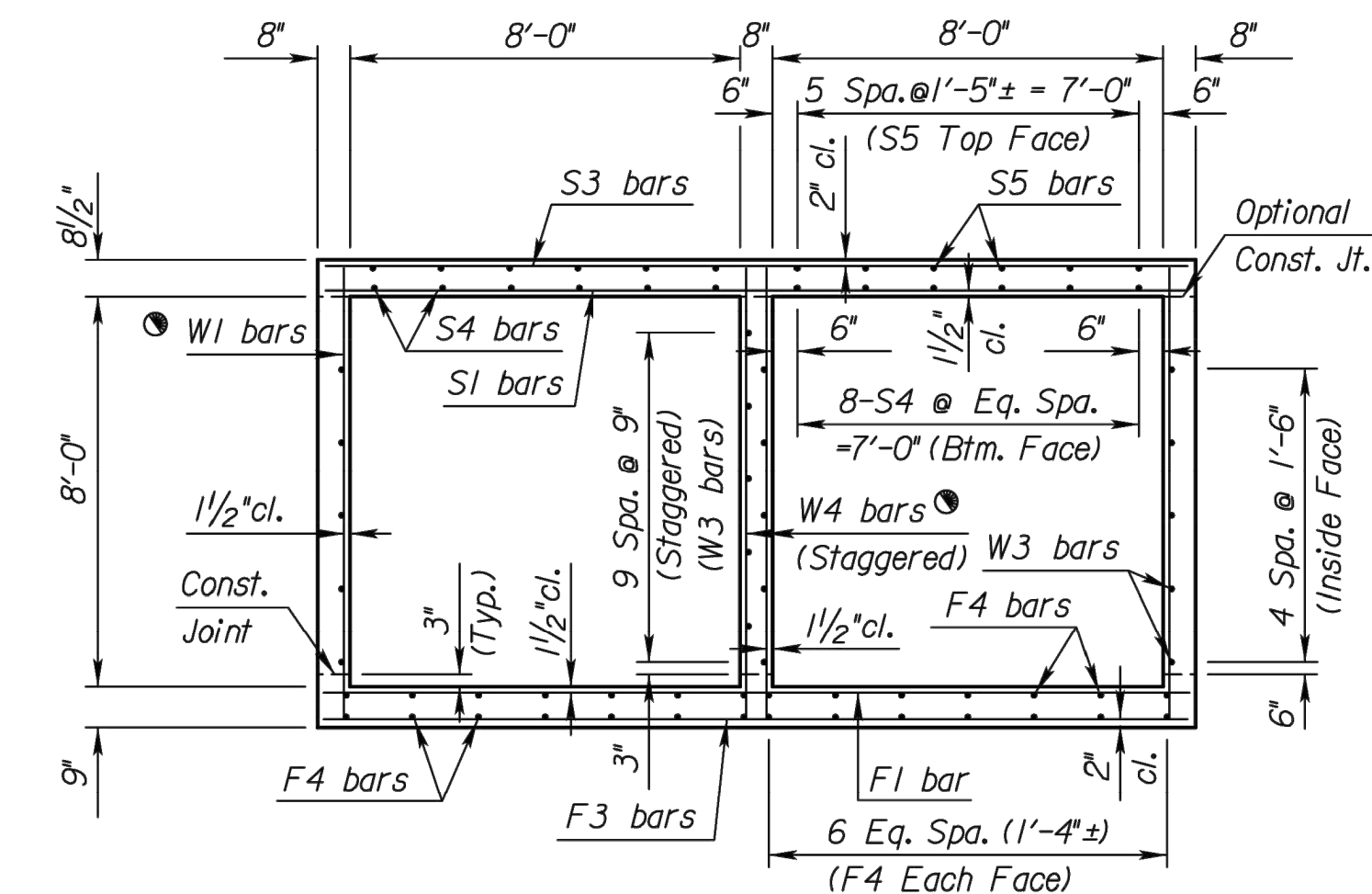
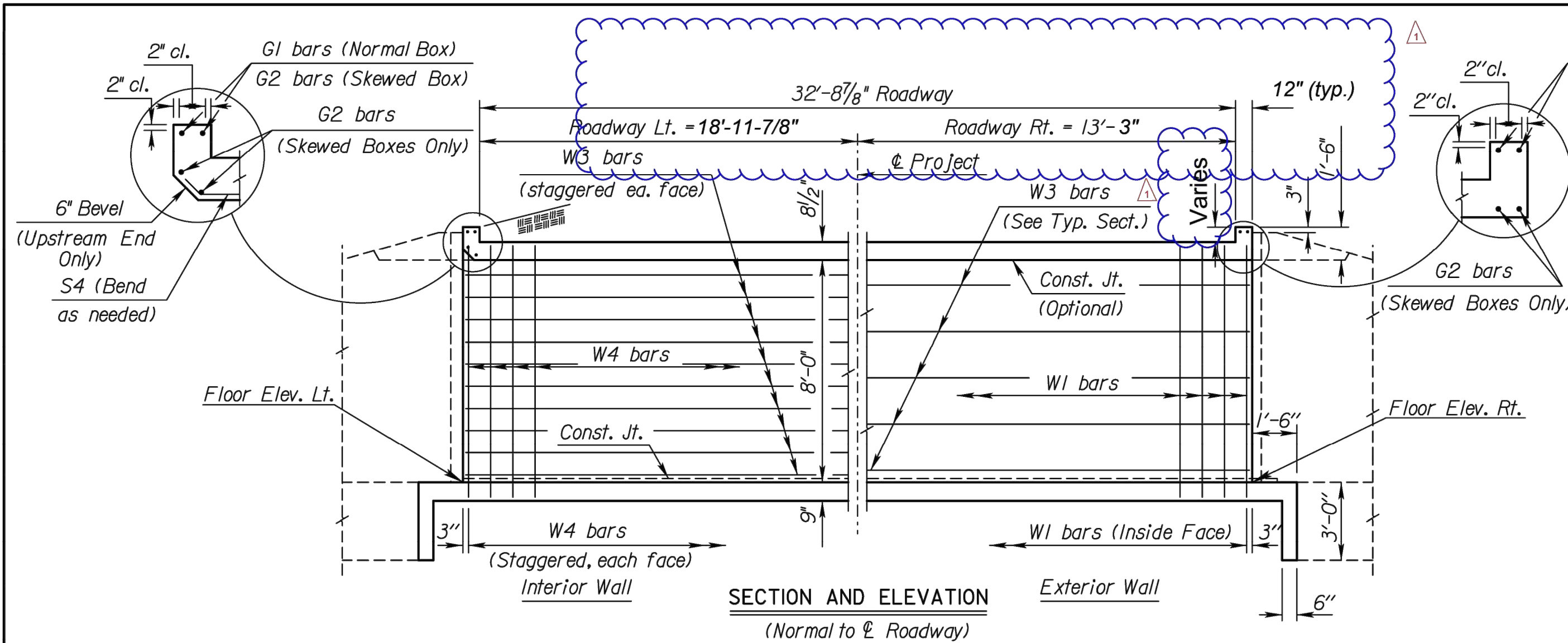
3' x 8' RCB Details

SHEET NUMBER

20



G:\15185.01\Civil 3D\Production Drawings\Street & Storm Plans\1518501B6901.dwg Layout: RCB Details 1 --- Monday March 03, 2025, 12:56pm --- Copyright 2025, George Butler Associates, Inc.

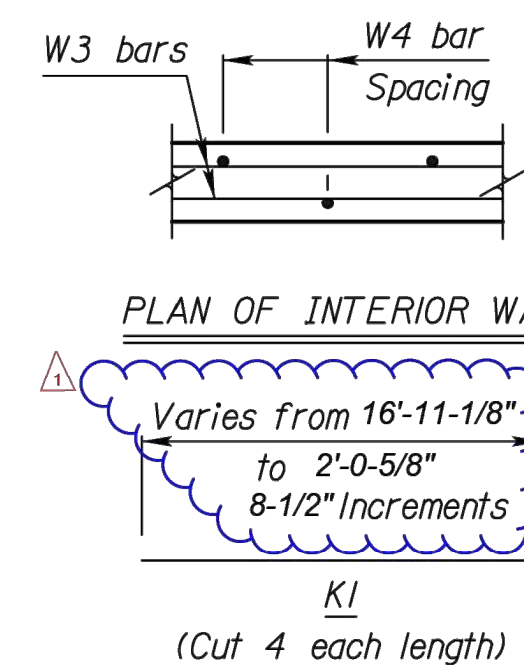
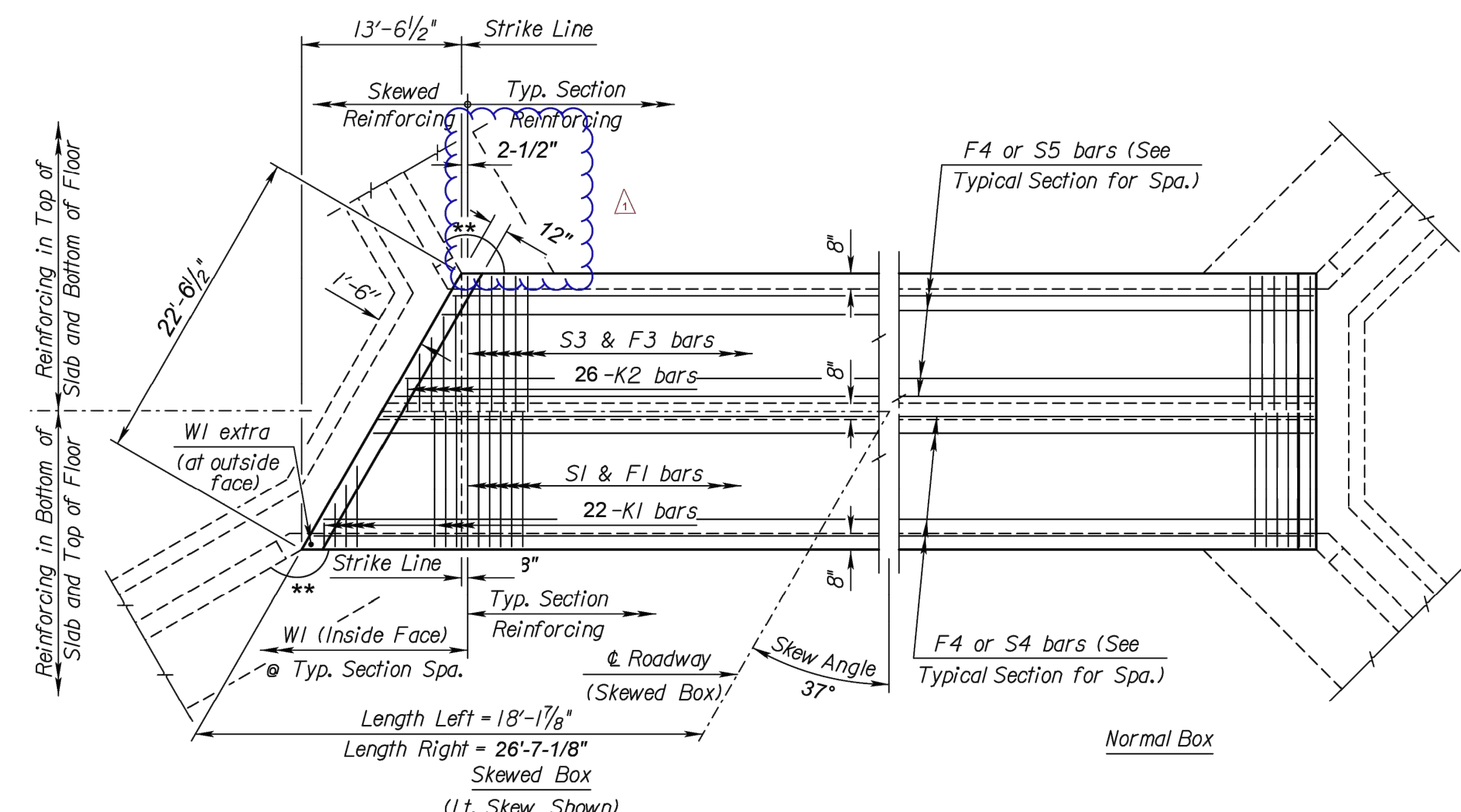


GENERAL NOTES

DESIGN SPECIFICATION: AASHTO LRFD Spec., 2007 Ed., 2009 Int.
DESIGN LOADING: HL93
UNIT STRESSES: KCMMB 4k Concrete $f'_c = 4,000$ p.s.i.
Reinforcing Steel $f_y = 60,000$ p.s.i.
FILL HEIGHT: Unless otherwise noted, the Design Fill Height is measured from the riding surface at the culvert and includes the surfacing.
CONCRETE: Use concrete conforming to KCMMB 4k Concrete. Bevel all exposed edges with a $\frac{3}{4}$ " triangular molding.

REINFORCING: Use reinforcing steel conforming to ASTM A615, Grade 60. All dimensions relative to reinforcing steel are to the centerline of the bar unless otherwise noted.
EXCAVATION: Excavation for culverts shall not be paid for directly but shall be subsidiary to the bid item 2-8X8 RCB WITH WINGWALLS AND TOE WALLS.
SEAL COURSE: The Engineer may require a seal course. The seal course shall be unreinforced Concrete (Commercial Grade) with a minimum depth of 3 inches or as determined by the Engineer. Concrete for the seal course shall not be paid for directly, but shall be subsidiary to the bid item 2-8X8 RCB WITH WINGWALLS AND TOE WALLS.
FOUNDATION STABILIZATION: The Foundation Stabilization quantity has been calculated to the limits shown on the "RCB Auxiliary Details" sheet. The depth may be increased by the Engineer. The Contractor may omit Foundation Stabilization under the barrel if founded on firm material and with the Engineer's approval. Use Foundation Stabilization on all wingwalls unless founded on rock or granular material.
QUANTITIES: The quantities shown in the Culvert Summary and Summary of Quantities are for information only. Payment for construction of RCB and all related items shall be completely covered by the bid item 2-8X8 RCB WITH WINGWALLS AND TOE WALLS.

GRANULAR BACKFILL (WINGWALLS): See the "Auxiliary Details" sheet provided on the KDOT KART system.
STRIKE LINE: Construct the wingwalls and that portion of the RCB outside the Strike Line level. Construct the wingwall footings with the culvert floor. See the wingwall detail sheets.



See RCB Auxiliary Details for Optional Splice.

BENDING DIAGRAM

All Dimensions are out to out of bars.

**See Flared Wingwall Sheets for angles

For design purposes ONLY. Do NOT use for Construction										CULVERT SUMMARY				LRFR RATING FACTORS			
Floor Elev. Lt.	Floor Elev. Rt.	Crown Gr. Elev.	Design Fill Ht.	Left Wings	Right Wings	Scour Apron	Soil Saver									HL-93 Loading	
779.90	781.13	789.50	2	Flared	Flared	No	No									Inventory	Operating
																1.17	1.59

BAR SCHEDULE																								
F1				F3				F4			S1				S3				S4			S5		
Size	Spa.	No.	Length	Size	Spa.	No.	Length	Size	No.	Length	Size	Spa.	No.	Length	Size	Spa.	No.	Length	Size	No.	Length	Size	No.	Length
6	6 1/2"	47	17'-8"	5	5 1/2"	56	17'-8"	4	28	44'-5"	6	6 1/2"	47	17'-8"	5	5 1/2"	56	17'-8"	5	16	44'-5"	4	12	44'-5"
K1				K2				W1				W3				W4				G2				
Size	Spa.	No.	Length	Size	Spa.	No.	Length	Size	Spa.	No.	Length	Size	No.	Length	Size	Spa.	No.	Length	Size	No.	Length	Size	No.	Length
6	6 1/2"	88	*	5	5 1/2"	104	*	5	9"	118	9'-1"	4	20	44'-5"	4	9"	58	9'-1"	7	8	22'-3"			

Minimum Splice Lengths	
#4	1'-5"
#5	1'-9"

** For information only

SUMMARY OF QUANTITIES **	
KCMMB 4k	69.9 C.Y.
Bridge Backwall Protection System	92 S.Y.
Reinforcing Steel (Gr. 60)	Lbs.
Reinforcing Steel (Gr. 60)(Epoxy Coated)	Lbs.
Class III Excavation	C.Y.
Foundation Stabilization	34 C.Y.
Concrete for Seal Course (Set)	1 C.Y.
Granular Backfill (Wingwalls)	164 C.Y.

DESIGNED		QUANTITIES		APP'D	
NO.	DATE	REVISIONS	BY	APP'D	
Stn. 107+30					
DOUBLE 8 ft x 8 ft RCB					
(37° SKEW LT.)					
SHEET TITLE					
8' x 8' RCB Details					
SHEET NUMBER					

GBA

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

Dry Fork Greenway Project

City of Excelsior Springs, Missouri



REVISION

03/03/2025 Add varying headwall elevation detail

PROJECT NUMBER

15185.01

DATE

09/27/2024

DESIGNED

ACL

DRAWN

ACL

REVIEWED

BEF

SHEET TITLE

8' x 8' RCB Details

SHEET NUMBER

17

Nick McCormick

From: Beth Fry <bfry@gbateam.com>
Sent: Tuesday, March 4, 2025 11:06 AM
To: Nick McCormick; Josh Miller
Cc: Zach Wallace; Jimmy Peeler; Craig Dickerson, Assoc. DBIA™; Ben Bogue
Subject: RE: 824 FORK - RFI
Attachments: 20 1518501B6901 - 8' x 8' RCB Details.pdf; 17 1518501B6901 - 8' x 8' RCB Details.pdf; 2025.03.04_flood gate detail.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,

See attached headwall revisions and floodgate details. Please let me know if you need any more information .

Thanks,

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

d 913.577.8324

From: Nick McCormick <nmccormick@megakc.com>
Sent: Friday, February 21, 2025 1:16 PM
To: Beth Fry <bfry@gbateam.com>; Josh Miller <jomiller@gbateam.com>
Cc: Zach Wallace <zwallace@megakc.com>; Jimmy Peeler <jpeeler@megakc.com>; Craig Dickerson, Assoc. DBIA™ <craig@megakc.com>; Ben Bogue <bbogue@gbateam.com>
Subject: RE: 824 FORK - RFI

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.

I just noticed the vertical scale on page 7 is half foot increments – so the fill over the box is approx. **2' (downstream) and 1' (upstream)**, still seems like the headwalls should increased? Thanks



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

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

From: Nick McCormick <nmccormick@megakc.com>
Sent: Friday, February 21, 2025 12:54 PM
To: Beth Fry <bfry@gbateam.com>; Josh Miller <jomiller@gbateam.com>
Cc: Zach Wallace <zwallace@megakc.com>; Jimmy Peeler <jpeeler@megakc.com>; Craig Dickerson, Assoc. DBIA™

<craig@megakc.com>; Ben Bogue <bbogue@gbateam.com>

Subject: RE: 824 FORK - RFI

Beth

I am not sure if our steel fabricator will provide a foundation detail for the gates– they generally leave that “by others” but I will see what they can do.

On the Headwalls we have roughly 4' (downstream) and 2' (upstream) off fill above the top of the box (page 7).

- Page 17 detail shows the headwall at 9-1/2”
- Page 20 shows the headwall varies (5” – 5-1/2”)
- Seems like the headwall height needs to be increased to account for the fill over the box and corral rail bill of reinforcing steel needs (page 24) to be revised?
 - Could we also get the barrier transition bars added to this bill of reinforcing?

MegaKC will cover the RCB backfill testing

Let me know if I am not looking at this correctly, open to discussion.

Thanks



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

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

From: Beth Fry <bfry@gbateam.com>

Sent: Friday, February 21, 2025 9:57 AM

To: Nick McCormick <nmccormick@megakc.com>; Josh Miller <jomiller@gbateam.com>

Cc: Zach Wallace <zwallace@megakc.com>; Jimmy Peeler <jpeeler@megakc.com>; Craig Dickerson, Assoc. DBIA™ <craig@megakc.com>; Ben Bogue <bbogue@gbateam.com>

Subject: RE: 824 FORK - RFI

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

Good morning,

- Flood Gate Post Foundation detail
 - Install flood gate per manufacturer's instructions rather than using the detail on sheet 22. The concrete does not need to be reinforced.
- Double 8x8 headwall details
 - See attached sheets 17 & 20 and let us know if you have additional questions.
- Wingwall backfill compaction testing
 - Please keep this in Mega's court.

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

From: Nick McCormick <nmccormick@megakc.com>

Sent: Wednesday, February 19, 2025 11:16 AM

To: Beth Fry <bfry@gbateam.com>; Josh Miller <jomiller@gbateam.com>

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

Subject: 824 FORK - RFI

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/Josh

Can you please provide some additional clarification on the following:

- Flood Gate Post Foundation detail
- Double 8x8 headwall details

Thanks



MegaKC

1491 Iron Street
North Kansas City, MO 64116

(816) 472-8722

NICK MCCORMICK

Project Manager

Employee Owner

 nmccormick@megakc.com

MegaKC.com



April 10, 2025

Beth Fry
Senior Lead Engineer
GBA

Via Email

RE: City of Excelsior Springs, MO Dry Fork Greenway Project
COR: Waterline Replacement Revisions

Ms. Fry

In conjunction with our subcontractor Selby, MegaKC offers the following pricing for the attached plan revisions provided on April 10, 2025:

Selby:	\$ 14,563.26
8" Zinc Coated DIP Class 52 (Mat): \$53.90/LF x 183'	
Poly Wrap (lab/Mat): 1 LS x \$2,800	
Fee (15%)	
MegaKC: Fee (5%)	\$ 728.16
Bond & Insurance	\$ 344.06
TOTAL	\$ 15,635.48

- 8" C900 plastic pipe already procured: $\$26.47/\text{LF} \times 180' = \$4,764.60$ (to be retained by city)

Additional information attached for reference. Upon review, please let us know if this is found to be acceptable and we will proceed with the work.

Let me know if you have any questions.

This pricing is valid for 30 days

Sincerely,

Nick McCormick
Project Manager

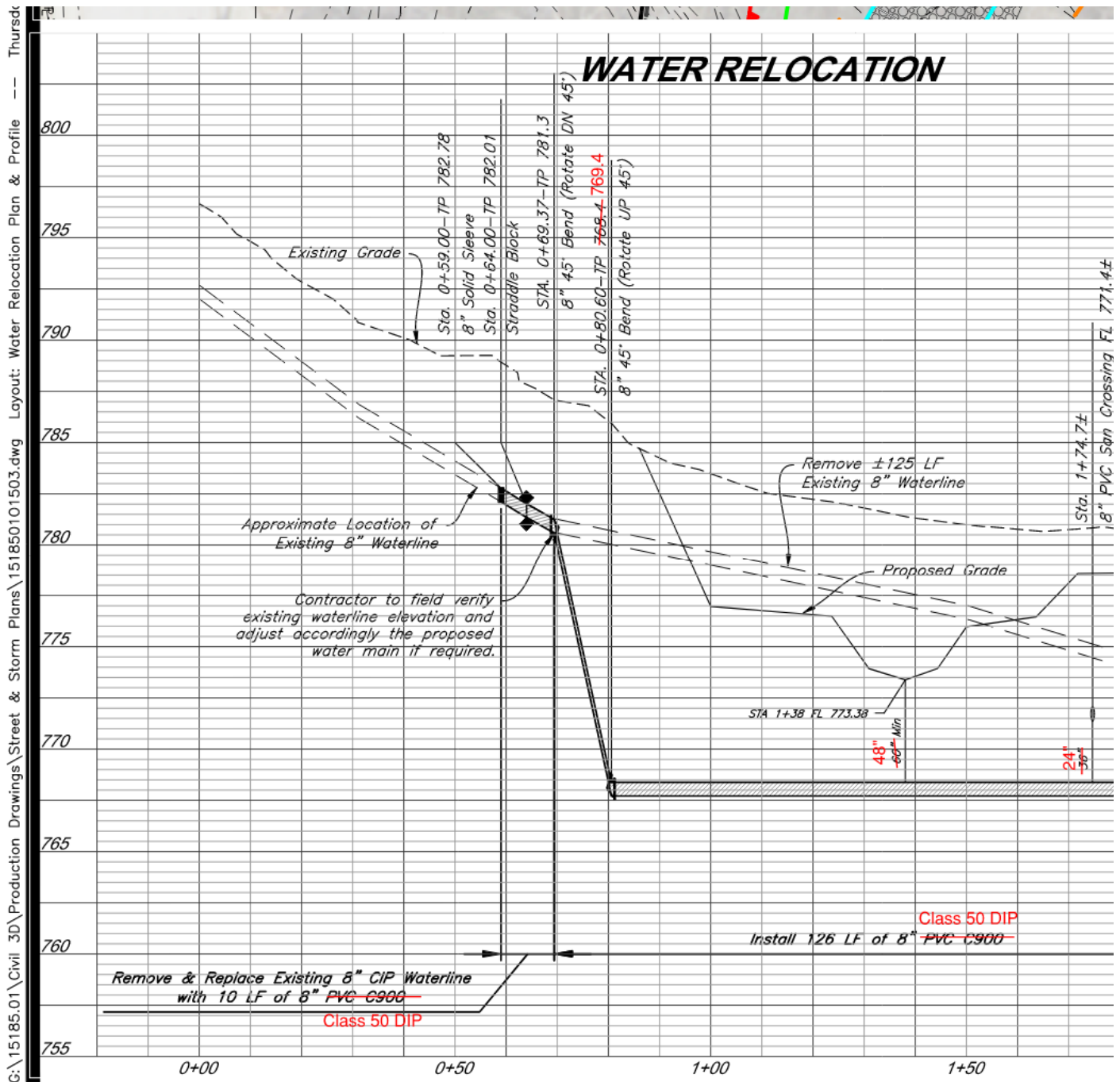
Nick McCormick

From: Beth Fry <bfry@gbateam.com>
Sent: Thursday, April 10, 2025 9:00 AM
To: Nick McCormick
Subject: FW: Dry Fork - waterline

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

Nick,

Can you find out if there would be any significant savings in cost if we reduce the minimum required depth of that water line from 5' to 4'? Also, sounds like we can get the permit from DNR by next week.



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

d 913.577.8324

From: Chad Birdsong <cbirdsong@excelsiorsprings.gov>

Sent: Wednesday, April 9, 2025 7:58 PM

To: Beth Fry <bfry@gbateam.com>

Subject: Re: Dry Fork - waterline

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.

I would see what the difference in cost is between the 4 and 5 ft depth.

Sent from my iPhone

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



April 22, 2025

Beth Fry
Senior Lead Engineer
GBA

Via Email

RE: City of Excelsior Springs, MO Dry Fork Greenway Project
COR: Item No 26: Asphaltic Concrete Pavement (7") Unit Price Adjustment

Ms. Fry

The approved WCD 01 underruns Item No 26: Asphaltic Concrete Pavement (7") by 1761 SY. This 26% reduction in quantity equates to approx.. 700 tons of material.

In conjunction with our subcontractor McAnany Construction, MegaKC requests to adjust the unit price of Item No. 26 to \$50/SY per the General Conditions of the Construction Contract Article 13.03. E - Adjustments in Unit Price.

New 7" Asphalt: 4,897 SY x \$48/SY	\$ 235,056.00
Proposed 7" Asphalt: 4,897 SY x \$50/SY	\$ 244,850.00
Net Increase: 4,897 SY x \$2/SY	\$ 9,794.00
MegaKC: Fee (5%)	\$ 489.70
Bond & Insurance	\$ 231.38
TOTAL	\$ 10,515.08

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

Sincerely,

Nick McCormick
Project Manager

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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	NON-REINFORCED CONCRETE PAVEMENT (8")
Contract Price: \$ _____	[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

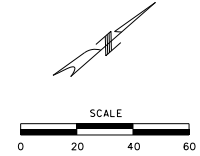
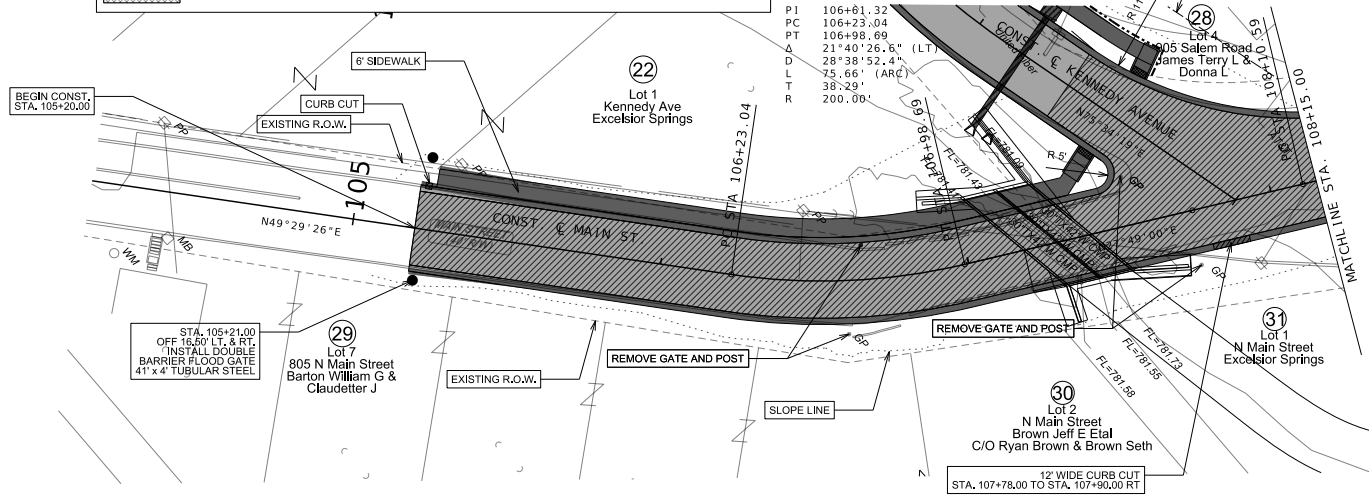
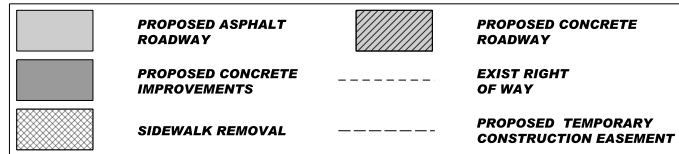
Recommended by Engineer

Authorized by Owner

By:

Title:

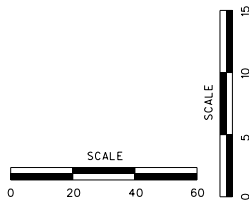
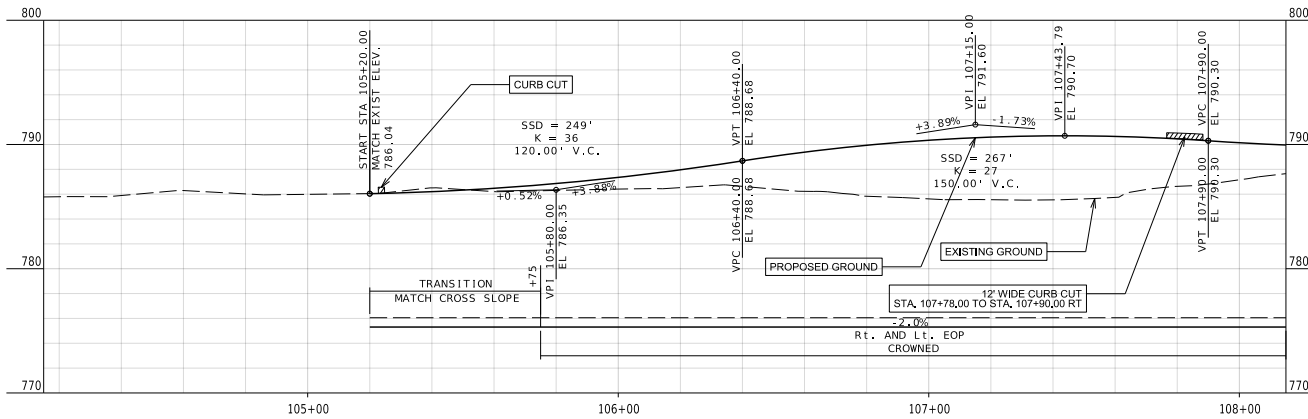
Date:



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

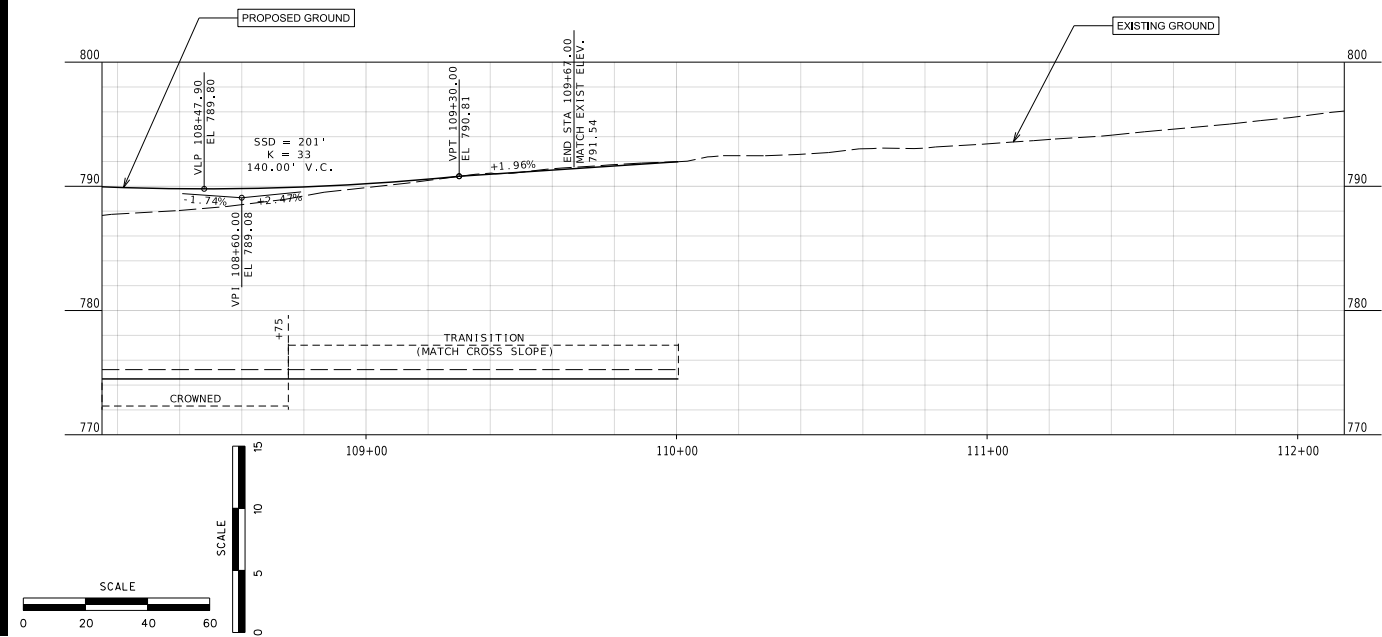
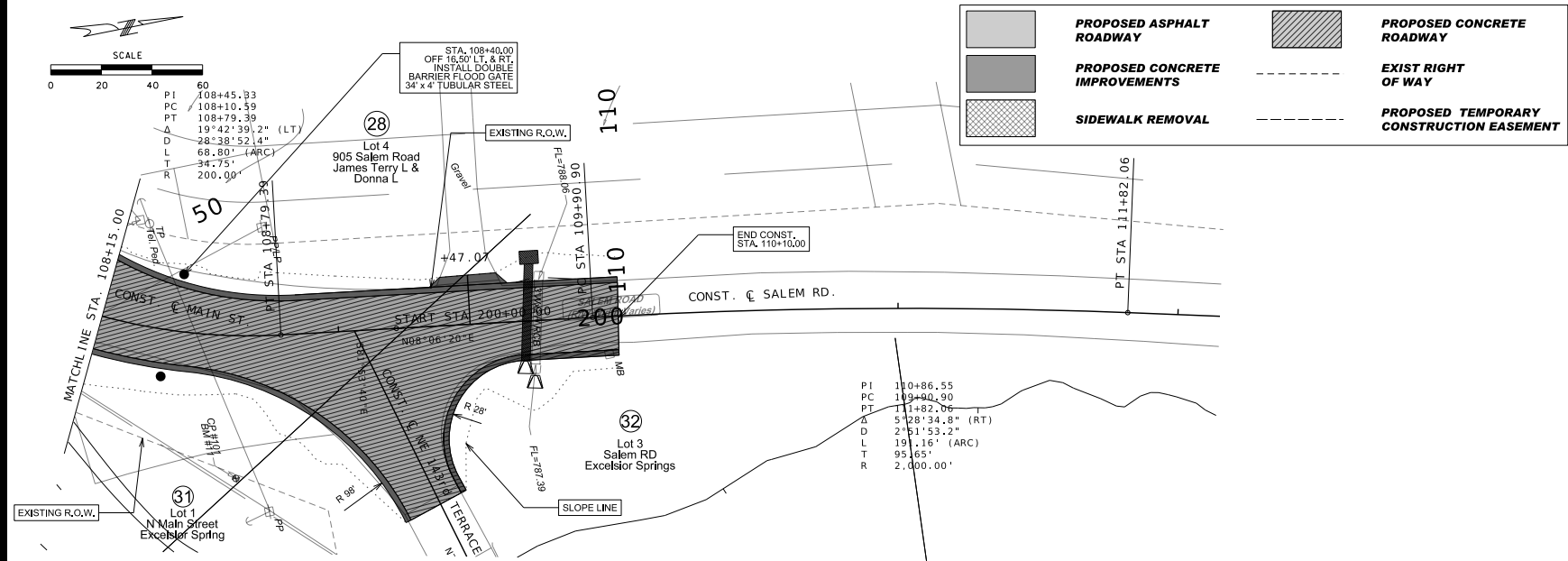
SHEET TITLE

**MAIN STREET
PLAN AND PROFILE
SHEET 1 OF 2**

SHEET NUMBER

42

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2024



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

DESIGNED

DRAWN

REVIEWED

SHEET TITLE

**MAIN STREET
PLAN & PROFILE
SHEET 2 OF 2**

SHEET NUMBER

43

© George Butler Associates, Inc.
2024

Sample Resolution

Proclamation — Missouri Local Government Week 2025

WHEREAS, local governments in Missouri are at the forefront of making vital decisions that affect the lives of all Missourians within their communities; and

WHEREAS, local government is the government closest to citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, local governments consist of city councils, county commissions and school boards, among others; and

WHEREAS, local governments work to improve the quality of life for their residents in communities across our great state; and

WHEREAS, local governments play a vital role in providing essential services and programs, fostering strong communities people are proud to call home.

NOW THEREFORE, I, Michael L. Kehoe, Governor of the State of Missouri, do hereby proclaim May 4-10, 2025, to be

MISSOURI LOCAL GOVERNMENT WEEK

in Excelsior Springs and urge all Missourians to join me in recognizing local governments as they serve their communities.



EXCELSIOR SPRINGS

PARKS • RECREATION • COMMUNITY CENTER • WELLNESS

Parks, Recreation, & Community Center Department
500 Tiger Drive
Excelsior Springs, MO 64024

(816) 656-2500

www.es-prcc.com

Thursday, May 1, 2025

To: Mayor and City Council

From: Nate Williams, Director of Parks, Recreation, & Community Center

Re: Consideration of Kearney School District Swim Team Agreement

The ESRCC Department has been chosen to host the Kearney School District Swim Teams at the ES Community Center. We have visited with the school district staff multiple times about expectations and requirements and all parties can meet these standards. The school district will utilize 6 lanes for two hours practices each day during the swim seasons at a rate of \$70 per hour, which breaks down to almost \$12 per lane hour. Our recommendation is to contract with Kearney School District to host their high school swim teams in the upcoming school year. We are now asking City Council to approve the contract that will be followed by approval from the Board of Education for Kearney School District.

Potential Revenue from Agreement:

Fall Season (boys team)

\$9,380

Winter Season (girls team)

\$8,400

Total Potential Revenue from KHS Swim

\$17,780

Respectfully submitted for Mayor and City Council approval.

Nate Williams, CPRP, AFO
Director of Parks, Recreation, and Community Center

ORDINANCE NO. 25-05-01

AN ORDINANCE APPROVING AN AGREEMENT WITH KEARNEY R-1 SCHOOL
DISTRICT REGARDING SWIM POOL RENTAL

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

Section 1. That the Agreement with Kearney R-1 School District, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Mayor is authorized to execute such agreement 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 Ordinance shall be in full force and effect from and after its passage and approval.

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

ATTEST:

Shannon Stroud, City Clerk

Mark D. Spohn, Mayor

REVIEWED BY:

Molly McGovern, City Manager

Agreement

This Agreement is entered into between the City of Excelsior Springs, Missouri, (“City”), and Kearney R-1 School District (the “District”).

In consideration of the following mutual covenants and agreements, the parties agree as follows:

1. District is hereby given exclusive use of the outdoor pool at the City’s Community Center for the following timeframes and durations (specific time(s) to be approved by Community Center Director):

- Fall Season: \$140.00 per 2-hour practice (6 lanes)
- 67 hours x \$140.00 = \$9,380.00
- Winter Season: \$140.00 per 2-hour practice (6 lanes)
- 60 hours x \$140.00 = \$8,400.00

2. City will invoice District on a monthly basis in the amount of \$70.00 per hour of pool usage. District agrees to pay the invoice in full within 10 calendar days. If any payment has not been made in full within 30 calendar days, this agreement is null and void and District will no longer have pool usage rights as provided herein. Payment to be made payable to City of Excelsior Springs.
3. The term of this Agreement shall begin on the Effective Date (which is the date that the Agreement is last signed by the parties) and continue until February 1, 2026 (“Initial Term”). Thereafter, the Agreement shall automatically renew for up to additional 1 year, one-year terms (“Renewal Term”) upon the same terms and condition as the Initial Term, unless:
 - a. the City Manager or her designee gives at least 90 days’ notice to District before the expiration of either the Initial Term or Renewal Term, as the case may be, that the City desires to renegotiate the hourly rate contained in Section 2, in which case this Agreement will not automatically renew unless the parties agree in writing to an amendment stating a new hourly rate; or
 - b. the City Manager or her designee gives at least 180 days’ notice of intent not to renew to District before the expiration of either the Initial Term or Renewal Term, as the case may be, in which case the Agreement shall expire at the end of the then current Initial Term or Renewal Term; or
 - c. the District gives at least 180 days’ notice of intent not to renew to City before the expiration of either the Initial Term or Renewal Term, as the case may be, in which case the Agreement shall expire at the end of the then current Initial Term or Renewal Term.

4. Sales from concessions shall go to the City. District is authorized to set up a table to sell its branded gear.
5. District will provide the City with a certificate of insurance indicating commercial general liability limits of not less than \$2,000,000 for each occurrence, and not less than \$2,000,000 general aggregate. The City will be named as an additional insured. District agrees to maintain this insurance requirement as long as this Agreement is in effect.
6. District agrees to clean up trash and litter after its use of the pool and spectator area. District agrees to pay the cost of replacement or repair of any City property damaged during a practice or meet as a result thereof, whether intentional or unintentional.
7. The City shall have the right to cancel any District practice or meet activity if, in its sole discretion, it determines that the activity will be detrimental to the facility or is or will be unsafe to the participants and/or spectators.
8. To the extent permitted by law, District shall indemnify, defend, and hold harmless the City, its respective officers, agents, employees, elected officials, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the District or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the District or its agents, employees, invitees, guests or users, of the City's playing fields and facilities as herein set forth.
9. If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations under this Agreement, such party shall not be deemed in default during the continuation of such inability, provided reasonably prompt notice thereof is given to the other party. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides; earthquakes; fires; storms; drought; floods or other severe weather conditions; explosions; breaks or accident to HVAC or other mechanical equipment such as pumps; utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions.
10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

11. District shall not assign any rights under this Agreement without the prior written consent of the City, which consent may be granted or withheld in the City's absolute discretion.
12. The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.
13. No waiver shall be effective unless in writing and signed by the waiving party. A waiver by a party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.
14. Both parties have had the opportunity to review this Agreement with legal counsel, and any ambiguity found in this Agreement shall not be construed in a party's favor on the basis that the other party drafted the provision containing the ambiguity.
15. Each party agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with its performance under this Agreement.
16. The parties agree that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity operated pursuant to this Agreement on the basis of race, color, religion, sex, national origin, age, disability, or any other protected class under applicable law.
17. The parties are independent entities, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Kearney R-1 School District:

By: _____

Print Name: _____

Title: _____

Date: _____

City of Excelsior Springs, Missouri:

Mark Spohn, Mayor

Dated: _____

ATTEST:

Shannon Stroud, City Clerk

PLANNING AND ZONING COMMISSION

MEETING SUMMARY EXCERPT

April 30, 2025

1. **SUP-25-002 – Application by Paul R. Burton for a Special Use Permit for the operation of a short-term rental in the A Agriculture District at 2206 Wornall Road. (Public Hearing)**

Chairman Simmons asked for the staff report.

Ms. Brown presented the information in the staff report.

Commissioner Van Till asked if there was a time limit for this application. Ms. Brown said a (2) two-year time limit is usually given.

Chairman Simmons asked if there were any further questions. Hearing none, Chairman Simmons opened the public hearing at 6:18 pm.

Chairman Simmons Invited the applicant to address the commission. Mr. Burton said he was happy to answer any questions the commission might have. The house would be an air B&B part time and they would live in it the rest of the time. He loves the town of Excelsior Springs. He will be doing some painting and remodeling.

Chairman Simmons asked if there were any further questions, hearing none Chairman Simmons closed the public hearing at 6:21 pm.

Commissioner Borchert made a motion to approve SUP-25-002 with a (2) two-year term limit for the SUP.

Commissioner Goldstein seconded. Motion carried.

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Community Development Department Planning & Zoning

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



April 22, 2025

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case Number SUP-25-002 - Application by Paul R. Burton for a Special Use Permit for the operation of a short-term rental in the A Agriculture District at 2206 Wornall Road. (Public Hearing)

Applicant: Paul R. Burton

Meeting Date: April 28, 2025

General Information

Address: 2206 Wornall Road
Current Zoning: A Agriculture district
Current Land Use: Single-family house

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

Background:

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

Staff Analysis:

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

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

off-street parking spaces (covered or uncovered) for Short-Term Rentals with up to three bedrooms. And the proposed short-term rental would be located well in excess of the 1,000-foot separation standard from any existing STR.

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

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

Staff Recommendation/Action Requested:

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

Respectfully Submitted,

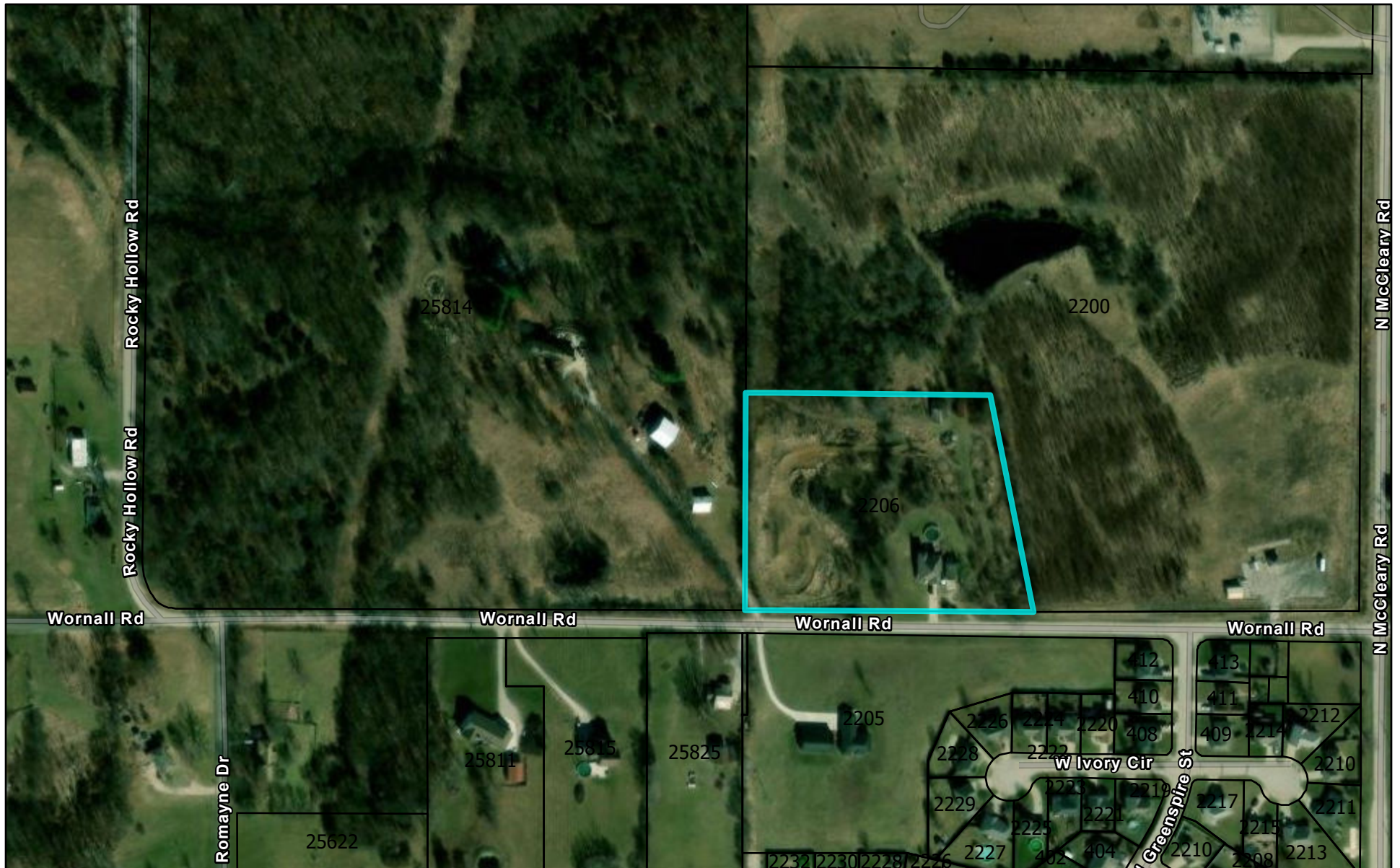
A handwritten signature in black ink, appearing to read 'Mallory Brown', with a stylized, flowing script.

Mallory Brown
Community Development Director
City of Excelsior Springs

Attachments:

Exhibit A – Vicinity Map

2206 Wornall Rd



4/22/2025

Parcels_Clay_28Jan25

World Imagery

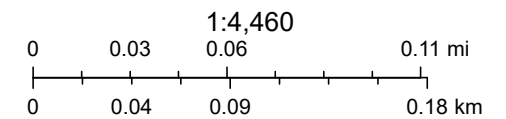
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1.2m Resolution Metadata



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Maxar



COMMUNITY DEVELOPMENT
PLANNING & ZONING
201 East Broadway
Excelsior Springs, MO 64024
Phone: (816) 630-0756
Fax: (816) 630-9572

FOR OFFICE USE ONLY
Fee: 1st time \$400
Renewal \$100
Home Occupation \$75
Date Received: 3-10-25
Public Notice Date: 4-11-25
P&Z Hearing: 4-28-25
Council: 5-5-25

Special Use Permit Application

Case Number: SUP-25-002 Accounting Code (PP)

Address of proposed Special Use: 2206 Wornall Road, Excelsior Springs, Mo 64024

Applicant Name (Please Print): Paul R. Burton

Applicant Address: 2206 Wornall Road, Excelsior Springs, Mo. 64024

Phone Number: (816) 986-7934 Email: Paul1011@gmail.com

Property Owner Name, Address & Phone (If different from applicant):

Applicant requests a Special Use Permit as allowed in Chapter 404 of Excelsior Springs Code. Please make sure to address the questions on the bottom of this application. Attach to this application the following: Describe nature and operation of the Special Use:

I would like to rent my home on AirBnB when I
Am staying at my other home with family in Liberty Mo.

Current use of property: Primary Residence

- Please attach a copy of the owner's WARRANTY DEED or a TITLE REPORT with the complete and correct legal description for the subject property.

It is the applicant's responsibility to show that the use:

1. Is deemed necessary for the public convenience at that location;
2. Is so designed, located, and proposed to be operated so that the public health, safety, and welfare will be protected;
3. Will not cause substantial injury to the value of other property in the neighborhood in which it is located;
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted otherwise.

Applicant Signature: Paul R. Burton

Date: _____

-
1. TITLE OF DOCUMENT: Deed of Trust
2. DATE OF DOCUMENT: February 8, 2010
3. GRANTOR(S): PAUL R. BURTON
4. GRANTEE(S): COMMUNITY BANK OF MISSOURI
5. STATUTORY MAILING ADDRESS(ES):

GRANTOR'S ADDRESS:
103 OAKWOOD ST., EXCELSIOR SPRINGS, MO 64024

GRANTEE'S ADDRESS:
1400 HOSPITAL DRIVE, PO BOX 733, EXCELSIOR
SPRINGS, MO 64024

RECORDATION REQUESTED BY:
COMMUNITY BANK OF MISSOURI, 1400 HOSPITAL
DRIVE, PO BOX 733, EXCELSIOR SPRINGS, MO 64024

WHEN RECORDED MAIL TO:
COMMUNITY BANK OF MISSOURI, 1400 HOSPITAL
DRIVE, PO BOX 733, EXCELSIOR SPRINGS, MO 64024

SEND TAX NOTICES TO:
PAUL R. BURTON, 103 OAKWOOD ST., EXCELSIOR
SPRINGS, MO 64024

6. LEGAL DESCRIPTION:

Legal description of the property is set out on page 1.

7. REFERENCE BOOK AND PAGE(S):

EXHIBIT A
Legal Description

LEGAL DESCRIPTION ATTACHMENT

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 52 NORTH, RANGE 30 WEST, CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH $00^{\circ}39'06''$ EAST (DEED-NORTH $00^{\circ}40'11''$ EAST), 471.98 FEET; THENCE SOUTH $88^{\circ}43'41''$ EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 514.38 FEET (DEED-514.22 FEET); THENCE SOUTH $10^{\circ}47'47''$ EAST, ALONG AN EXISTING FENCE LINE, 482.62 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH $88^{\circ}43'41''$ WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 610.17 FEET TO THE POINT OF BEGINNING. SUBJECT TO THAT PART ON THE SOUTH BEING USED FOR ROAD RIGHT OF WAY. (ALSO KNOWN AS TRACT II ON CERTIFICATE OF SURVEY GREENHAWK LOT SPLIT, FILED SEPTEMBER 30, 1998, AS INSTRUMENT NO. P13468, RECORDED IN PLAT CABINET E, SLEEVE 92)

9:39AM

Fax:

Feb No. 1219 P. 538/811

THOMSON TITLE CORPORATION
700 S 2911 Hwy, Ste 100
Liberty, MO 64068
816-792-0077

agent for:
FIRST AMERICAN TITLE INSURANCE COMPANY
SURVEY AFFIDAVIT

File No: L26968-L

Legal: A tract of land in the Southwest Quarter of the Northwest Quarter of Section 3, Township 52 North, Range 30 West, City of Excelsior Springs, Clay County, Missouri, being bounded and described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 3; thence North 00° 39'06" East (deed-North 00° 40'11" East) 471.98 feet; thence South 88° 43'41" East, parallel with the South line of said Northwest Quarter, 514.38 feet (deed-514.22 feet); thence South 10°47'47" East, along an existing fence line, 492.62 feet to a point in the South line of said Northwest Quarter; thence North 88°43'41" West, along the South line of said Northwest Quarter, 610.17 feet to the point of beginning, subject to that part on the South being used for road right of way. (Also known as Tract II on Certificate of Survey Greenhawk lot split, filed September 30, 1998, as Instrument No. F13468, recorded in Plat Cabinet E, Sleeve 82)

The undersigned, Paul R Burton, as Owner(s) of the above described property, hereby warrants that I am not aware of any survey problems such as encroachment of fences, driveways or other improvements onto any adjoining property or any encroachments of fences, driveways or other improvements from adjoining property onto the above property.

The undersigned further represent that he is not aware of any boundary disputes with owners of adjoining property.

The undersigned further represent that he has no knowledge of any unrecorded easements or rights of interests by others to the above property nor is he aware of any encroachment of improvements onto easements affecting this property.

If there are any exceptions to the above, please itemize, if no exception, please so indicate:

(If there are no exceptions please state "none")

It is understood that this Affidavit is being executed to induce First American Title Insurance Company and their agent, Thomson Title Corporation, to provide survey coverage to the proposed lender and that if survey problems arise which would have been known to the undersigned, First American Title Insurance Company may pursue all legal remedies available to First American Title Insurance Company against the parties signing this Affidavit to recover any losses sustained by First American Title Insurance Company by reason of deletion of the survey exception on the aforesaid Mortgagee's Policy of Title Insurance.

OWNER(S).

Paul R. Burton
PAUL R BURTON

Subscribed and sworn to before me this 8 day of FEBRUARY, 2010.

Christina R. Craig
Notary Public

My Term Expires: July 20, 2012



CHRISTINA R. CRAIG
My Commission Expires
July 20, 2012
Clay County
Commission #08379727



ORDINANCE NO. 25-05-02

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SHORT-TERM RENTAL IN DISTRICT "A," AGRICULTURE DISTRICT AT 2206 WORNALL ROAD CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri (the "Commission") considered the application by Paul R. Burton (the "Applicant") for a Special Use Permit for a Short-Term Rental in District "A," Agriculture District at 2206 Wornall Road, Excelsior Springs, Missouri; and

WHEREAS, the Commission held a public hearing on the application on April 28, 2025, and recommended approval of the Special Use Permit for a two-year time period; and

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

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

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant's request for a special use permit for a Short-Term Rental in District "A," Agriculture District at 2206 Wornall Road, Excelsior Springs, Missouri is hereby approved.

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

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

Section 4. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

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

INTRODUCED IN WRITING, read by title two times, passed and approved the 5th day of May, 2025.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

PLANNING AND ZONING COMMISSION

MEETING SUMMARY EXCERPT

April 30, 2025

1. **ZTA-25-002 -Application for a zoning text amendment to section 404.015 reasonable accommodations from land use regulations continued from the April 14, 2025 meeting.**

Chairman Simmons asked for the revised staff report.

Ms. Brown presented the information in the revised staff report.

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

Chairman Simmons asked if there were any further questions. Hearing none, Chairman Simmons opened the public hearing at 6:30 pm.

Chairman Simmons asked if any members of the public wanted to comment on the application.

Kelly Anderson, 801 Dunbar Ave., has been a special education teacher for 30 years and read to the commission the Americans with disabilities act definition of a disability.

Chairman Simmons asked if there were any more questions about this application. Hearing none, the public hearing was closed at 6:32 p.m.

Chairman Simmons asked if the Commissioners had any further questions. Hearing no additional comments from the Commission, he called for a motion.

Commissioner Goldstein made the motion to approve ZTA-25-002

Commissioner Kelly seconded the motion.

Motion Carried

Vote: Motion to Continue 7-0-0

Yes: Commissioners Simmons, Goldstein, Kelley, Borchert, Marker, Vincent & Van Till.

No: Commissioner: None

Abstain: None



Planning & Zoning Staff Report

April 28, 2025

ZONING TEXT AMENDMENT: SECTION 404.015 REASONABLE ACCOMMODATIONS FROM LAND USE REGULATIONS

Case #: ZTA-25-002	Location: Citywide
Applicant: City of Excelsior Springs	Application Type: Zoning Text Amendment
Staff: Mallory Brown	Code Section: 404.015

HISTORY

The City of Excelsior Springs does not currently have a process for someone to request reasonable accommodations from land use regulations. To be consistent with the Americans with Disabilities Act and the Fair Housing Act, a proposed process to request reasonable accommodations from land use regulations has been created. Reasonable accommodation means providing an individual with a disability or developers of housing for an individual or individuals with a disability flexibility in applying land use and zoning regulations. The flexibility can include modification or waiver of specific requirements when it is necessary to eliminate barriers to housing opportunities.

The Planning and Zoning considered Zoning Text Amendments at a special meeting on April 14, 2025, to create a process for reasonable accommodation requests. The Planning and Zoning Commission continued the item and asked staff to determine if the applicant's information and evidence of disability would be public record.

At the request of the Planning and Zoning Commission, City staff consulted legal counsel to determine if the records would be public record. It was determined that the meeting where the reasonable accommodation request are considered will be a public meeting. The documentation, including the application, supporting documentation, and related correspondence, are public records subject to disclosure under the Missouri Sunshine Law (Chapter 610, RSMo). Considering the sensitive nature of some of the documentation that may be provided, the proposed Zoning Text Amendment has been updated to allow the applicant to request a pre-submittal meeting with the City's Community Development Director to discuss potential redactions of personally identifiable medical information, protected health information, or proprietary financial data.

PROPOSED CODE AMENDMENT



ZTA AMENDMENT: REASONABLE ACCOMMODATION

Planning & Zoning Commission Staff Report

April 14, 2015

This application is for a Zoning Text Amendment to Chapter 404 Permits, Enforcement, Amendments, and Penalties, adding Section .015 to the Excelsior Springs Municipal Code.

The proposed text to be added to Section 404.015 is shown in the redline below.

Section 404.015. Reasonable accommodations.

It is the policy of the City, consistent with the Americans with Disabilities Act and the Fair Housing Act, to provide reasonable accommodations in the application of its land use regulations for persons with disabilities seeking fair and equal access to housing. Reasonable accommodation means providing an individual with a disability or developers of housing for an individual with a disability flexibility in the application of land use and zoning regulations or policies, including the modification or waiver of certain requirements, when it is necessary to eliminate barriers to housing opportunities. The purpose of this section is to establish a process for making and acting upon requests for reasonable accommodation.

- (1) Any person who requests reasonable accommodation in the form of modification in the application of a zoning regulation which may act as a barrier to fair housing opportunities due to the disability of existing or proposed residents may apply to the Community Development Director on a form provided by the City.
 - a. The term "person" includes any individual with a disability, his or her representative or a developer or provider of housing for an individual with a disability.
 - b. The application shall include a detailed explanation of why the modification is reasonable and necessary to make the specific housing available to the person, including information establishing that the applicant is disabled under applicable laws, supporting documentation demonstrating the relationship between the disability and the requested accommodation, as well as other information required by the City to make the determination.
 - c. If the project for which the request is being made also requires an additional land use review or approval, the applicant shall file the request concurrently with the land use review.
- (2) The Community Development Director shall review the request and make a recommendation to the City Council. The request shall be evaluated under the following factors:
 - a. Whether there is a qualifying disability;
 - b. Whether the request is necessary to allow a disabled person equal opportunity to use and enjoy a dwelling or to live in a particular neighborhood as a person without disabilities;
 - c. Whether the request is reasonable, considering the potential impact on surrounding uses, the extent to which the accommodation meets the stated need, and other alternatives that may meet that need;
 - d. Whether the request would constitute a fundamental alteration of the City's regulations, policies, or procedures;
 - e. Whether the request would impose an undue financial or administrative burden on the City; and



ZTA AMENDMENT: REASONABLE ACCOMMODATION

Planning & Zoning Commission Staff Report

April 14, 2015

f. Any other factor that may have a bearing on the request, as determined by the City.

(3) The City Council shall consider the request following receipt of the recommendation of the Community Development Director. Notice of the meeting at which the City Council will evaluate the request shall be mailed at least ten days before the meeting to the applicant and owners of all properties located within 200 feet of the property subject to the request.

(4) The Mayor shall preside over the hearing, provided that the Mayor is authorized to appoint a hearing officer to assist in the hearing's procedural matters. The applicant shall have the right to be represented by legal counsel. The applicant and the Community Development Director, or designee, may present evidence and call witnesses. Testimony shall be taken under oath or affirmation. A record of the proceedings shall be kept by a certified court reporter. All documents, exhibits, and other evidence presented shall be maintained as part of the official record. The applicant shall bear the burden of proof to demonstrate, by a preponderance of the evidence, that the requested accommodation is reasonable and necessary to afford equal housing opportunity. At the conclusion of the hearing, the City Council shall deliberate and issue a written decision within 30 days.

(5) An approved request is granted only to an individual and does not run with the land unless the City Council determines that the accommodation is physically integrated into the residential structure and cannot easily be removed or altered or the accommodation is to be used by another individual with a disability.

All materials submitted in connection with a request for reasonable accommodation, including the application, supporting documentation, and related correspondence, are public records subject to disclosure under the Missouri Sunshine Law (Chapter 610, RSMo).

An applicant may request a pre-submittal meeting with the City's Community Development Director to discuss potential redactions of personally identifiable medical information, protected health information, or proprietary financial data. During this meeting, the applicant may propose providing a general description or summary of the redacted content to assist in the City's review without compromising the fairness or completeness of the evaluation.

It is the applicant's responsibility to ensure that any redacted submission still includes sufficient, legally supportable information for the City to fully evaluate the request.

RECOMMENDATION FROM PROFESSIONAL STAFF

Staff recommends the Planning and Zoning Commission recommend approval to the City Council for the proposed Zoning Text Amendment to Section 404.015 to add a process to request reasonable accommodation from land use regulations.

ATTACHMENT

- a) Draft Zoning Text Amendment
- b) Public Hearing Notice
- c) Request for Reasonable Accommodations Application Form

ORDINANCE NO. 25-05-03

**AN ORDINANCE AMENDING CITY CODE CHAPTER 400 BY ENACTING A
NEW SECTION 404.015 RELATING TO REASONABLE ACCOMMODATIONS.**

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

Section 1. That Chapter 404 of the Municipal Code of the City of Excelsior Springs, Missouri, is hereby amended by enacting a new Section 404.015 to read as follows:

Section 404.015. Reasonable accommodations.

It is the policy of the City, consistent with the Americans with Disabilities Act and the Fair Housing Act, to provide reasonable accommodations in the application of its land use regulations for persons with disabilities seeking fair and equal access to housing. Reasonable accommodation means providing an individual with a disability or developers of housing for an individual with a disability flexibility in the application of land use and zoning regulations or policies, including the modification or waiver of certain requirements, when it is necessary to eliminate barriers to housing opportunities. The purpose of this section is to establish a process for making and acting upon requests for reasonable accommodation.

- (1) Any person who requests reasonable accommodation in the form of modification in the application of a zoning regulation which may act as a barrier to fair housing opportunities due to the disability of existing or proposed residents may apply to the Community Development Director on a form provided by the City.
 - a. The term "person" includes any individual with a disability, his or her representative or a developer or provider of housing for an individual with a disability.
 - b. The application shall include a detailed explanation of why the modification is reasonable and necessary to make the specific housing available to the person, including information establishing that the applicant is disabled under applicable laws, supporting documentation demonstrating the relationship between the disability and the requested accommodation, as well as other information required by the City to make the determination.
 - c. If the project for which the request is being made also requires an additional land use review or approval, the applicant shall file the request concurrently with the land use review.
- (2) The Community Development Director shall review the request and make a recommendation to the City Council. The request shall be evaluated under the following factors:
 - a. Whether there is a qualifying disability;

- b. Whether the request is necessary to allow a disabled person equal opportunity to use and enjoy a dwelling or to live in a particular neighborhood as a person without disabilities;
 - c. Whether the request is reasonable, considering the potential impact on surrounding uses, the extent to which the accommodation meets the stated need, and other alternatives that may meet that need;
 - d. Whether the request would constitute a fundamental alteration of the City's regulations, policies, or procedures;
 - e. Whether the request would impose an undue financial or administrative burden on the City; and
 - f. Any other factor that may have a bearing on the request, as determined by the City.
- (3) The City Council shall consider the request following receipt of the recommendation of the Community Development Director. Notice of the meeting at which the City Council will evaluate the request shall be mailed at least ten days before the meeting to the applicant and owners of all properties located within 185 feet of the property subject to the request.
 - (4) The Mayor shall preside over the hearing, provided that the Mayor is authorized to appoint a hearing officer to assist in the hearing's procedural matters. The applicant shall have the right to be represented by legal counsel. The applicant and the Community Development Director, or designee, may present evidence and call witnesses. Testimony shall be taken under oath or affirmation. A record of the proceedings shall be kept by a certified court reporter. All documents, exhibits, and other evidence presented shall be maintained as part of the official record. The applicant shall bear the burden of proof to demonstrate, by a preponderance of the evidence, that the requested accommodation is reasonable and necessary to afford equal housing opportunity. At the conclusion of the hearing, the City Council shall deliberate and issue a written decision within 30 days.
 - (5) An approved request is granted only to an individual and does not run with the land unless the City Council determines that the accommodation is physically integrated into the residential structure and cannot easily be removed or altered or the accommodation is to be used by another individual with a disability.

All materials submitted in connection with a request for reasonable accommodation, including the application, supporting documentation, and related correspondence, are public records subject to disclosure under the Missouri Sunshine Law (Chapter 610, RSMo).

An applicant may request a pre-submittal meeting with the City's Community Development Director to discuss potential redactions of personally identifiable medical information, protected health information, or proprietary financial data. During this meeting, the applicant may propose providing a general description or summary of the redacted content to assist in the City's review without compromising the fairness or completeness of the evaluation.

It is the applicant's responsibility to ensure that any redacted submission still includes sufficient, legally supportable information for the City to fully evaluate the request.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage.

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

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

ORDINANCE NO. 25-05-04

AN ORDINANCE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI TO READOPT THE PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS

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

SECTION 1. Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

SECTION 2. Conflicts of Interest.

- a. All elected and appointed officials as well as employees of a political subdivision must comply with Sections 105.452, 105.454 and 105.458 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a “substantial personal or private interest” in any measure, bill, order or ordinance proposed or pending before such governing body must disclose in writing that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:
(1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

SECTION 3. Disclosure Reports. Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo., if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision other than compensation received as an employee or payment of any tax, fee or penalty due to the political

subdivision, and other than transfers for no consideration to the political subdivision.

- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer, chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo., the following information for the previous calendar year:
 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION 4. Filing of Reports.

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 1. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
 3. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the council or board may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
- b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION 5. Filing of Ordinance. A certified copy of this ordinance adopted prior to September 15th, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

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

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager