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, June 2, 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, June 2, 2025
Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs MO

AMENDED AGENDA

CALL TO ORDER

Opening

Pledge of Allegiance

Roll Call

Visitors

This time is reserved for public comment addressed to the City Council. Each speaker is limited to 5 minutes. Any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time.

Minutes of the Special City Council Meeting of May 16, 2025

Minutes of the Regular City Council Meeting of May 19, 2025

CONSIDERATION OF AGENDA

1. Proclamation - World Elder Abuse Awareness Day 2025

2. Consideration of Setting the Date and Time for a Public Hearing to Consider a Reasonable Accommodation Request for 21 Dawn Avenue - Resolution No. 1577

3. Consideration of 2025 Regional Multi-Jurisdictional Hazard Mitigation Plan -

Resolution No. 1578

4. Consideration of Contract with Eastern Clay County Ambulance District - Ordinance No. 25-06-01

5. Consideration of Task Order #4 with Bartlett & West - Resolution No. 1579

6. Consideration of Public Element Acceptance of The Flats Development Public Waterline Extension - Ordinance No. 25-06-02

7. Consideration of Interfund Loan to the Excelsior Springs City Hospital - Resolution No. 1580

8. Annual Report Presented by Community Development

Remarks - City Manager

Remarks - City Council

Remarks - Mayor

Adjourn

Representatives of the news media may obtain copies of this notice by contacting the City Manager's office, 201 East Broadway. Phone (816) 630-0752.
If any accommodations are required in order to attend this meeting (i.e. qualified interpreter, large print, reader, hearing assistance), please notify the City Manager's office no later than 48 hours prior to the beginning of the meeting.

Date and Time of Posting: AMENDED AGENDA Friday, May 30, 2025 at 4:00pm

SPECIAL CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS, MISSOURI
May 16, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Special City Council Meeting at 9:00 am on Friday, May 16, 2025 in the back conference room of the Hall of Waters Building. The meeting was also available virtually. The meeting was called to order by Mayor Spohn.

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

Absent: Councilman John McGovern.

VISITORS: None.

CONSIDERATION OF AGENDA:

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

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

Nays: None, motion carried.

The agenda passed and approved May 16, 2025.

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

With no further business at hand, Mayor Pro-Tem St. John motioned to close the Special City Council Meeting of May 16, 2025 and go into CLOSED SESSION immediately following pursuant to Section 610.021.1, RSMo. Councilman Renne seconded. No discussion was held by City Council Members.

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

Nays: None, motion carried.

The Special City Council Meeting of May 16, 2025 adjourned at 9:01 am.

MARK D. SPOHN, MAYOR

ATTEST:

SHANNON STROUD, CITY CLERK

CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
May 19, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 PM, on Monday, May 19, 2025 in the Council Chambers of the Hall of Waters Building.

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

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 Reggie St. John, Councilman Stephen Spear, Councilman Gary Renne, and Councilman John McGovern.

Absent: None.

VISITORS: None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 5, 2025:

Councilman Renne made a motion to approve the minutes of the Regular City Council Meeting of May 5, 2025. Motion was seconded by Councilman Spear. All in favor; motion carried.

Minutes of the Regular City Council Meeting of May 5, 2025 passed and approved May 19, 2025.

CONSIDERATION OF AGENDA:

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

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

Nays: None, motion carried.

The agenda passed and approved May 19, 2025.

ADMINISTER OATH OF OFFICE TO DEPUTY CITY CLERK:

The “Oath of Office” was administered by Shannon Stroud, City Clerk and a “Certificate of Appointment” was presented to Susan Conyers.

PROCLAMATION – MENTAL HEALTH AWARENESS:

Mayor Spohn read aloud the proclamation for Mental Health Month. The proclamation was presented to Brenda Wilzbach with Psychiatric Services, and Carmen Smith of Senior Life Solutions, both representing the Excelsior Springs Hospital.

PROCLAMATION – NATIONAL PUBLIC WORKS WEEK:

Mayor Spohn read aloud the proclamation designating May 18-24, 2025 as National Public Works Week in Excelsior Springs. The proclamation was presented to Public Works Director Chad Birdsong.

CONSIDERATION OF 2025/2026 LIQUOR LICENSES:

Mayor Spohn read by title the Consideration.

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

Councilman McGovern made a simple motion to approve the applications for renewal of liquor licenses for 33 establishments, as per the submitted list. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

The Consideration for renewal of liquor licenses for 33 establishments, as per the submitted list, passed and approved May 19, 2025.

RESOLUTION NO. 1570, CONSIDERATION OF TASK ORDER WITH McCLURE ENGINEERING RELATED TO 2025 SANITARY SEWER LINING AND REHAB PROJECT:

Mayor Spohn read by title Resolution No. 1570.

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

Mayor Pro-Tem St. John made a motion to approve Resolution No. 1570 approving a Task Order with McClure Engineering Company related to the 2025 Sanitary Sewer Lining and Rehabilitation Project. Motion was seconded by Councilman Renne.

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

Nays: None, motion carried.

Resolution No. 1570 passed and approved May 19, 2025.

RESOLUTION NO. 1571, CONSIDERATION OF BOARD APPOINTMENT OF BETTY BISSELL TO P&Z:

Mayor Spohn read by title Resolution No. 1571.

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

Councilman Spear made a motion to approve Resolution No. 1571 approving the appointment of Betty Bissell to the Planning and Zoning Commission. Motion was seconded by Mayor Pro-Tem St. John.

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

Nays: None, motion carried.

Resolution No. 1571 passed and approved May 19, 2025.

RESOLUTION NO. 1572, CONSIDERATION OF BOARD APPOINTMENT OF JOHN CLARK AS BZA ALTERNATE:

Mayor Spohn read by title Resolution No. 1572.

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

Mayor Pro-Tem St. John made a motion to approve Resolution No. 1572 approving the appointment of John Clark as alternate to the Board of Zoning Adjustment. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Resolution No. 1572 passed and approved May 19, 2025.

Shannon Stroud, City Clerk administered the "Oath of Office" to John Clark.

RESOLUTION NO. 1573, CONSIDERATION OF BOARD APPOINTMENT OF CINDY SPELLMAN TO P&R BOARD:

Mayor Spohn read by title Resolution No. 1573.

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

Councilman Renne made a motion to approve Resolution No. 1573 approving the appointment of Cindy Spellman to the Parks and Recreation Board. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Resolution No. 1573 passed and approved May 19, 2025.

Shannon Stroud, City Clerk administered the Oath of Office to Cindy Spellman.

RESOLUTION NO. 1574, CONSIDERATION OF BOARD APPOINTMENT OF KEITH WINGE TO COMMUNITY CENTER BOARD & MU EXTENSION:

Mayor Spohn read by title Resolution No. 1574.

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

Councilman McGovern made a motion to approve Resolution No. 1574 approving the appointment of Keith Winge to the Community Center Advisory Board and University of Missouri Extension Council. Motion was seconded by Mayor Pro-Tem St. John.

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

Nays: None, motion carried.

Resolution No. 1574 passed and approved May 19, 2025.

RESOLUTION NO. 1575, CONSIDERATION OF BOARD APPOINTMENT OF GREG BROADBENT TO P&R BOARD:

Mayor Spohn read by title Resolution No. 1575.

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

Councilman McGovern made a motion to approve Resolution No. 1575 approving the appointment of Greg Broadbent to the Parks and Recreation Board. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Resolution No. 1575 passed and approved May 19, 2025.

RESOLUTION NO. 1576, CONSIDERATION OF BOARD RE-APPOINTMENTS TO P&R BOARD:

Mayor Spohn read by title Resolution No. 1576.

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

Councilman Spear made a motion to approve Resolution No. 1576 approving the reappointment of Sherri Branson-Hurt and Terri Irons to the Parks and Recreation Board. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Resolution No. 1576 passed and approved May 19, 2025.

APRIL 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 April 2025 and the April revenue report were made available for review.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:
1. There are some meetings this week that you all have been invited to, so it should be a busy week.

Councilman Spear:
1. Prayers go out to the families impacted by the tragedy this week and appreciate the first responders.
2. Shout out to Zack Caldren, a Lathrop Fire Fighter that was serendipitously eating at Wabash and was able to quickly jump into action and extinguish a fire.

Councilman Renne:
1. Last week, Thrive Excelsior's Citizen Leadership Academy graduated 29. Looking around tonight, there were five alumni of the CLA present. This year's academy doubled in number from all the previous years. I'm extremely happy and proud about that.

Councilman McGovern:
1. I noticed in the Excelsior Citizen there were three nice articles on three City employees; Clint Reno, Robert Warner, and Camron White. All three were nicely done and very well deserved.
2. Mayor, I wish you a safe and speedy trip to Ireland; it will never be the same once you return.

Mayor Pro-Tem St. John:
1. May is also the month of Motorcycle Awareness; be kind to the folks on two wheels. Cyclists, please also obey the laws.
2. This morning, I had the opportunity to have an appointment with our hospital's pain management. While on the elevator, a gentleman coming from rehab and I visited. He saw I was waiting and offered to give me a ride. In this day in age, hardly anyone does that. This town is different.

Mayor Spohn:
1. I'm going to read a post I put on my social media page, *Mark Spohn for City Council*, acknowledging the work our State Representative Mark Meirath has done in turning over legislation. "I appreciate the work of Mark Meirath House District 39 State Representative, State Senator Kurtis Gregory, and Senator David Gregory who lent a hand even though his district was not involved. These guys worked diligently and persistently to pass HB 1534 which struck language from a 1931 law that prohibited municipalities from using public dollars to operate and maintain mineral water wells and infrastructure. Our bill ended up getting attached to HB 199 at the 11th hour. Thank you, gentlemen, for your service on behalf of our City. This is an important step in restoring the mineral waters of Excelsior Springs!"
2. This was spearheaded and began with Dennis Hartman and Arlo traveling to Jeff City and camping out at Senator Kurtis Gregory's door. Many events have happened since. We were able to speak to Kurtis Gregory at a Meet the Candidates event. The unique thing about this bill is almost never is a bill picked up in the first session and completed in the first session; it is usually there for four or five years. This bill was not even introduced until February 28th, almost 60 days into session. It was perfected, finished, and voted on and will be signed by the Governor and will become law in 90 days. I really appreciate Representative Meirath and his tenacity in seeing this through.

MOTION TO ADJOURN:

Mayor Pro-Tem St. John motioned to adjourn the Regular City Council Meeting of May 19, 2025. Councilman Renne seconded.

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

Nays: None, motion carried.

The Regular City Council meeting of May 19, 2025 adjourned at 6:33 pm.

ATTEST:

REGGIE ST. JOHN, MAYOR PRO-TEM

SHANNON STROUD, CITY CLERK

WORLD ELDER ABUSE AWARENESS DAY

Building Strong Support for Elders

WHEREAS: Older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities;

WHEREAS: In 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

WHEREAS: June 15th, 2025 marks the 20th Annual World Elder Abuse Awareness Day. Its recognition will promote a better understanding of abuse and neglect of older adults; and

WHEREAS: The National Center on Elder Abuse (NCEA) and the City of Excelsior Springs recognize the importance of taking action to raise awareness, prevent and address elder abuse; and

WHEREAS: As our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation; and

WHEREAS: Ageism and social isolation are major causes of elder abuse in the United States; and

WHEREAS: Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and

WHEREAS: Preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

WHEREAS: Where there is justice there can be no abuse; therefore, NCEA urges all people to restore justice by honoring older adults.

WHEREAS: Join us in our engaging and empowering movement, and putting an end to abuse.

THEREFORE; I, Reggie St. John, Mayor Pro-Tem of the City of Excelsior Springs, do hereby proclaim June 15, 2025 as World Elder Abuse Awareness Day in Excelsior Springs, Missouri, and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

Dated on this day of June 2nd, 2025.

Reggie St. John, Mayor Pro-Tem

Board/Commission Members
City Council 6/2/2025

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

From time to time the city receives requests for special housing uses that do not align with our special use permit or zoning variance processes and State Law. As a result, at an earlier council meeting, the council adopted a process to consider a policy for reasonable accommodation as a more appropriate framework for reviewing situations where a disability is alleged.

We have since received a request for hearing under the Reasonable Accommodation policy from the property owner at 21 Dawn to consider whether their desired housing uses meet the test for reasonable accommodations. Please consider the attached resolution to acknowledge the request for a hearing.

1. ES - 21 Dawn - reso - set hearing date

RESOLUTION NO. 1577

A RESOLUTION SETTING A DATE AND TIME FOR A PUBLIC HEARING TO CONSIDER A REASONABLE ACCOMMODATION REQUEST FOR 21 DAWN AVENUE.

WHEREAS, the City of Excelsior Springs has received a request for reasonable accommodation from Oxford House, Inc., on behalf of the residents of 21 Dawn Avenue, seeking relief from certain provisions of the City's zoning regulations; and

WHEREAS, Section 404.015 of the Excelsior Springs Municipal Code establishes a procedure for reviewing and acting upon reasonable accommodation requests, including a public hearing before the City Council; and

WHEREAS, the City Council desires to set a date and time for a public hearing to consider the request in compliance with applicable laws and procedures.

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

Section 1. A public hearing shall be held before the City Council to consider the reasonable accommodation request submitted by Oxford House, Inc. for 21 Dawn Avenue, Excelsior Springs, Missouri.

Section 2. The public hearing is hereby scheduled for July 22, 2025, at 6:00 p.m., at Hall of Waters, 201 East Broadway, Excelsior Springs, Missouri.

Section 3. Notice of the public hearing shall be provided in accordance with Section 404.015 of the Excelsior Springs Municipal Code, including mailed notice to the applicant and to owners of all properties located within 185 feet of the subject property.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF JUNE, 2025.

____
Reggie St. John, Mayor Pro-Tem

ATTEST:

____
Shannon Stroud, City Clerk

REVIEWED BY:

____
Molly McGovern, City Manager

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

To: Mayor and City Council

From: Joe Maddick, Fire Chief

Date: June 3, 2025

Re: MARC Hazard Mitigation Plan

This is an agreement with Mid America Regional Council for an updated Hazard Mitigation Plan for our city. MARC is required to update their plans every five years. The invested partners are asked to update their plans every five years so that MARC can present a clean plan to FEMA.

Listed are the goals I set for our city to work on. Some of the goals have already been met while others are in the process of development/completion.

Thank you for your consideration of this resolution.

Respectfully,

Joe Maddick

Fire Chief

Attachments:

Description	Type	Upload Date
Resolution	Resolution	3 June 2025
Hazard Mitigation letter	Letter	3 June 2025
Council Letter.	Letter	3 June 2025

RESOLUTION NO. 1578

A RESOLUTION ADOPTING THE 2025 REGIONAL MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND AUTHORIZING PARTICIPATION IN ITS IMPLEMENTATION

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

Section 1. The City Council hereby adopts the 2025 Regional Multi-Jurisdictional Hazard Mitigation Plan as its official plan for hazard mitigation. City staff is authorized to work in coordination with MARC, FEMA, and other agencies to implement the plan's mitigation strategies and to pursue available funding opportunities.

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

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

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF JUNE, 2025.

____
Reggie St. John, Mayor Pro-Tem

ATTEST:

____
Shannon Stroud, City Clerk

REVIEWED BY:

____
Molly McGovern, City Manager

REGIONAL MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2025
CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES, MISSOURI

The Federal Emergency Management Agency (FEMA) assists state and local governments, school districts, colleges and universities and others with planning guidance and grants to identify and address risks to lives and properties from natural hazards. Every five years, local jurisdictions are asked to adopt a Hazard Mitigation Plan, and the Mid-America Regional Council (MARC) has assisted jurisdictions in the Kansas City metro area in the five Missouri counties with a new plan.

The new plan needs FEMA approval by mid-July 2025. The natural hazards identified as posing the greatest risk include tornadoes, floods, severe winter weather, severe heat and drought, and severe thunderstorms. Each jurisdiction has responsibility to participate in the plan's preparation, identify hazards of greatest risk to their community, identify local capabilities and needs, and outline goals and actions. Each jurisdiction must adopt the plan. The region's five counties, and 36 cities, 3 special districts, 21 school districts and 2 colleges/universities are participating.

The planning process enables local officials to better understand the natural hazards that pose the most risk to the community; engage the public to understand their concerns; identify possible goals and actions that could be addressed at the local level; and be eligible for certain FEMA grants. The planning process began in mid-2024 with formation of a Steering Committee, a kickoff meeting and outreach to local jurisdictions. A public survey had almost 1,000 responses, and a consultant assisted with a thorough hazard analysis for each of the five natural hazards. An online portal allowed local jurisdictions to provide updated information on their local capabilities and goals/mitigation actions. The draft materials were posted on the MARC website and local officials and the public were encouraged to review the draft documents and offer feedback.

The complete plan may be found on the MARC website at Hazard Mitigation Plan | MARC The plan includes
Chapter 1: Introduction and Planning Process
Chapter 2: Planning Area Profile
Chapter 3: Local Capabilities Assessment and Safe Growth Audit
Chapter 4: Hazard Identification and Risk Assessment for the Five Natural Hazards
Chapter 5: Local Goals and Mitigation Actions
Chapter 6: Plan Maintenance

Excelsior Springs has identified mitigation actions to reduce risks to lives and property from hazards:

- Encourage building practices and use of materials to reduce damage from tornadoes
- Ensure there is adequate emergency shelter space for tornadoes and extreme temperatures
- Educate the public about preparedness from natural hazards including floods, tornadoes, etc.
- Adopt stormwater engineering design and management standards to reduce risks
- Integrate flood mitigation strategies with project design to protect, restore and enhance environmental ecosystems and create recreational opportunities
- Participate in and ensure compliance with federal floodplain management programs
- Ensure warning systems are in place to protect the public from hazard events

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

To: Mayor and City Council

From: Joe Maddick, Fire Chief

Date: June 1, 2025

Re: Annual Renewal of ECCAD Contract

The fire department is requesting the renewal of the contract with Eastern Clay County Ambulance District (ECCAD). We have been providing service to the residents of ECCAD since 2006.

The current contract expires on June 30, 2025. The proposed contract would take effect beginning July 1, 2025 and running until June 30, 2026.

This year's contract is for a total of $167,310.72 which is a 2% increase over last year's compensation. This year we will accept $120,000.00 from ECCAD in compensation.

Thank you for your consideration of this ordinance.

Respectfully,

Joe Maddick

Fire Chief

Attachments:

Description	**Type**	**Upload Date**
Ordinance	Ordinance	1 June 2025
Contract	Contract	1 June 2025
Compensation Plan	Letter	1 June 2025

ORDINANCE NO. 25-06-01

AN ORDINANCE APPROVING A CONTRACT TO PROVIDE AMBULANCE SERVICE TO AN AMBULANCE DISTRICT BETWEEN THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AND THE EASTERN CLAY COUNTY AMBULANCE DISTRICT

WHEREAS, the City of Excelsior Springs, Missouri (the "City") has the capability to provide ambulance and emergency medical services to the territory of the Eastern Clay County Ambulance District ("District"); and

WHEREAS, the City and District desire to cooperate and to take reasonable steps necessary to facilitate emergency medical services; and

WHEREAS, the City and the District desire to provide for emergency medical services on the terms and conditions of a Contract to Provide Ambulance Service to an Ambulance District in substantially the form set forth in Exhibit A, attached hereto (the "Agreement"), and in accordance with and pursuant to the provisions of Article VI, Section 16, of the Missouri Constitution and Sections 70.210 – 70.325 and Section 190.060 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the Board of Directors of the District found that the proposed Agreement will provide benefits to the public health that outweigh the associated costs, maintain and enhance public access to ambulance services, and maintain or improve the public health and promote the continued development of the regional emergency medical services system.

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

Section 1. The City Council hereby approves and authorizes and directs the City Manager to execute the Contract to Provide Ambulance Service to an Ambulance District between the City and the District in substantially the form as set forth in Exhibit A attached hereto and incorporated herein by reference, the signature of such official being conclusive evidence of such approval

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 Ordinance.

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 this 2nd day of June, 2025.

____
Reggie St. John, Mayor Pro-Tem

ATTEST:

____
Shannon Stroud, City Clerk

REVIEWED BY:

____
Molly McGovern, City Manager

EXHIBIT A

LEGAL DESCRIPTION

Eastern Clay County Ambulance District
in Clay County, Missouri

In Township 51 North, Range 30 West, all of Sections 1, 2, 3, 4, 5, 6, 7, 12 and 13, and all those parts of Sections 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 23, 24 and 30 lying North of the North bank of the Missouri River; and, In Township 52 North, Range 30 West, Sections 1-36 within said Township; EXCEPT parts of Sections 6 and 7 which lie West of the East bank of Carroll Creek; and In Township 53 North, Range 30 West, all of Sections 25, 26, 27, 33, 34 and 36; EXCEPT, Those Sections or parts of Sections within each said Township which were within the corporate limits of the City of Excelsior Springs, Clay County, Missouri on July 1, 20

CONTRACT TO PROVIDE
AMBULANCE SERVICE TO AN AMBULANCE DISTRICT

I. PARTIES

Eastern Clay County Ambulance District P. O. Box 78 Missouri City, MO 64072	Excelsior Springs Fire Department 1120 Tracy Excelsior Springs, MO 64024 Bus. 816-630-3000 Fax: 816-630-9530
Hereinafter referred to as the "District".	Hereinafter referred to as the "City".

II. RECITALS

WHEREAS, the District wishes to minimize response times and to maximize confidence availability for emergency medical services for all of its taxpayers; and

WHEREAS, the City also has an excellent emergency service capability; and

WHEREAS, the District desires for the City to provide EMS coverage into the District; and

WHEREAS, both the District and the City are empowered to enter into contracts for EMS services;

WHEREFORE, the parties have entered into the following Agreement:

III. CONSIDERATION AND SERVICES

A. The City's Services: The City agrees to provide advanced life support services with necessary licensed personnel, support, operation, and maintenance services and personnel as deemed appropriate to the City to serve the District in the area indicated on the Map.

B. Compensation: The District agrees to pay the City for such services as follows:

I. 1. The total compensation for the services is $120,000.00 as defined in Subsection 2.

2. The District will pay the City for Services:
   a. $60,000.00 no later than July 31, 2025;
   b. and, $60,000.00 no later than February 28, 2026;
   c. and, any amount due under Section IX, C, within 30 days.

C. Term: The term of this contract shall be from July 1, 2025, to June 30, 2026. The District will notify the City not later than March 31, 2026, that it desires to enter into another contract. The District will be responsible for all required notifications in the event that a renewal contract is not entered into by the parties, including direct mail to the affected taxpayers, certified notice to Clay County Sheriff's Department and the Clay County Commission, and official publication in the area newspapers.

IV. REFERRAL OF EMERGENCY CALLS

For emergency calls into the designated areas (see Map), the City will determine the appropriate back-up service to use based upon various factors such as location of the emergency. For purposes of this Agreement, the term "Emergency" shall mean the same as the definition contained in 190.100 (10) RSMo of the Comprehensive EMS Act of 1998.

V. EQUALITY OF CHARGES AND AVOIDANCE OF DISCOUNTS

The City shall charge the citizens who reside in the designated area (see map) the same fees the City charges its own residents and there shall be no non-resident surcharges or discounts to City residents. This requirement is designed to have similarly situated patients/patrons experience equal treatment and expenses and avoid complaints based on any perception to the contrary. This requirement also reflects Medicare's transition to a fixed fee schedule for all ambulance services.

This requirement also assists in helping to avoid any perception of illegal kickback, rebate, or discounts to City patrons in violation of the Medicare statute's prohibition against such practices (see 43 U.S.C. §1320a-7(b).

VI. ILLEGALITY, SEVERABILITY AND THE MEDICARE ANTI-KICKBACK PROVISIONS

A. Severability: If any portion of this Agreement shall be found by any forum with competent jurisdiction to be illegal or otherwise unenforceable as against public policy, such finding shall affect only the offending provision, and all other provisions of this Agreement shall remain completely in effect and fully enforceable.

B. Compliance with Medicare Anti-Kickback Provisions: The Parties have agreed that the compensation provided for in paragraph III of this Agreement can in no way be construed as an illegal kickback from the District to the City that would artificially increase the unnecessary utilization of the Medicare program that would violate the prohibitions contained in 42 U.S.C. 1320a-7(b). The compensation is a fixed lump sum and is not tied in any way to the volume of activity or utilization rates.

The Health Insurance Portability and Accountability Act of 1996 and regulations enacted by the U.S. Department of Health and Human Services implementing this Act (“HIPAA”) impose strict requirements on covered entities regarding the privacy of protected health information (“PHI”). PHI means individually identifiable health information that is transmitted or maintained in any form or medium, including but not limited to, electronic media, paper or verbal communications. PHI includes, but is not limited to, any information that implicitly or explicitly identifies an individual patient, a patient's health status, or a patient's medical history.

In connection with the provision of services under this Agreement, District may receive, review or obtain PHI from City. District agrees that it will maintain the privacy and confidentiality of all PHI and will comply with the requirements of HIPAA. District agrees that it will not use or disclose PHI except as necessary to manage and administer its business or as required by law. District represents that it will develop and implement appropriate safeguards to prevent the use or disclosure of PHI for purposes other than as set forth in this Agreement. Any use or disclosure of PHI will be limited to the minimum amount necessary to achieve the permitted purpose for such use or disclosure. District agrees to require its employees, agents and independent contractors to adhere to the restrictions and conditions concerning PHI set forth in this Agreement.

VIII. RELATIONSHIP OF THE PARTIES

The Parties to this Agreement shall at all times be considered to be independent contractors. Therefore, there shall be no vicarious liability imposed on a Party for the conduct of the other Party either for general liability purposes or for worker's compensation purposes. At no time shall the employees of one Party be considered to be the borrowed servants of the other Party, even when scene control or management may be in the control of other Party.

IX. INSURANCE AND AGGRESSIVE ASSERTIONS OF DEFENSES

Each Party agrees to maintain in force adequate general liability coverage at least to the levels required for licensure by the Comprehensive EMS Act of 1998 and to the extent of the statutory capped limits for the exemptions from sovereign immunity contained in 537.610-2 RSMo. To the extent that there are any issues of potential joint and several liability, both Parties agree to aggressively assert the defenses of the Missouri Public Duty Doctrine and to make no settlement agreements without good faith negotiations nor without full consultation with the other Party.

A. The District and its Board by operation of law retain all sovereign immunity, official immunity, and the Missouri Public Duty Doctrine defenses even if the District has purchased insurance for the potential claim that may be involved (see 190.060-1(9) RSMo). The District under this contract will not be directly responsible for the operation of emergency vehicles; nor for the recruitment, certification, training, continuing education, or retention of emergency medical services personnel; nor for the provision or evaluation of patient care. The City agrees to hold the District harmless and without liability for claims arising out of the City's provision of emergency medical services under this contract.

B. The City prior to the effective date of this Contract (see III. "Consideration and Services" paragraph C p. 2) shall have its liability insurance carrier add the District as an additional party insured to the City's applicable insurance policies.

C. The City shall negotiate in good faith with its insurance carriers to obtain the lowest possible premium costs for adding the District as an additional insured party, including making known the immunities that the District retains per section 190.060-1(9) RSMo, even when insurance is obtained therefore. The District shall promptly reimburse the City upon invoicing, the amount to cover any additional insurance premium that may result from the City having added the District as an added insured party to the City's insurance policies.

X. COMPLAINTS AND PUBLIC RELATIONS

Any allegations of the following (but not exclusively the following types of incidents) made by a Party's personnel about the other Party or received by a Party from the general public or from other public safety or EMS entities about the other Party, shall be put into a written incident report and forwarded to the other subject Party no later than twenty-four (24) hours of receipt of the complaint. Examples of common EMS complaint allegations are delayed response time, injury to a patient; injury to EMS personnel; interference with rendition of care; reckless driving; rude behavior; failure to follow treatment, transfer, triage, or air ambulance protocols; improper care by either acts of commission or omission. Both Parties agree to resolve alleged incidents within seventy-two (72) hours of receipt from the other Party of the written incident report. Both Parties agree to at all times promote a positive public image of the other Party to the general public, to other EMS entities, to other public safety organizations, and to other health care professionals and practitioners.

XII. MODIFICATIONS AND AMENDMENTS

The Parties intend that this Agreement constitute the entire Agreement and that no parole evidence shall be admissible for interpreting this Agreement, except to the extent that the Parties mutually agree to amend this Agreement or incorporate other documents by reference. No amendment shall be made to this Agreement without first being reduced to writing, or without the mutual assent of both Parties, or without the formal execution of said amendments by both Parties.

XIII. TERMINATION AND AUTOMATIC RENEWAL

During the course of the term, all amendments, changes, and added incorporation of documents by reference shall become cumulative. Otherwise, this Agreement may be terminated by one hundred eighty (180) days advance written notice to the other Party of the specific date and time of day for termination. This one hundred eighty (180) days advance notice period shall begin on the official postmarked date for the mailed notice of termination. Upon termination of this Agreement and cessation of services by the City, a prorated portion of the annual compensation (see III-B "Compensation" on page 2 of this Agreement) shall be refunded to the District by the City.

XIV. EXECUTION

In witness thereof, the Parties have executed this agreement at

____
(Designated Place of Execution)

on the ________ day of _____________ , 2025.

FOR THE DISTRICT

______________________________   ___________________________
Authorized Signature   Date

FOR THE CITY

______________________________   ___________________________
Authorized Signature   Date

S E A L:

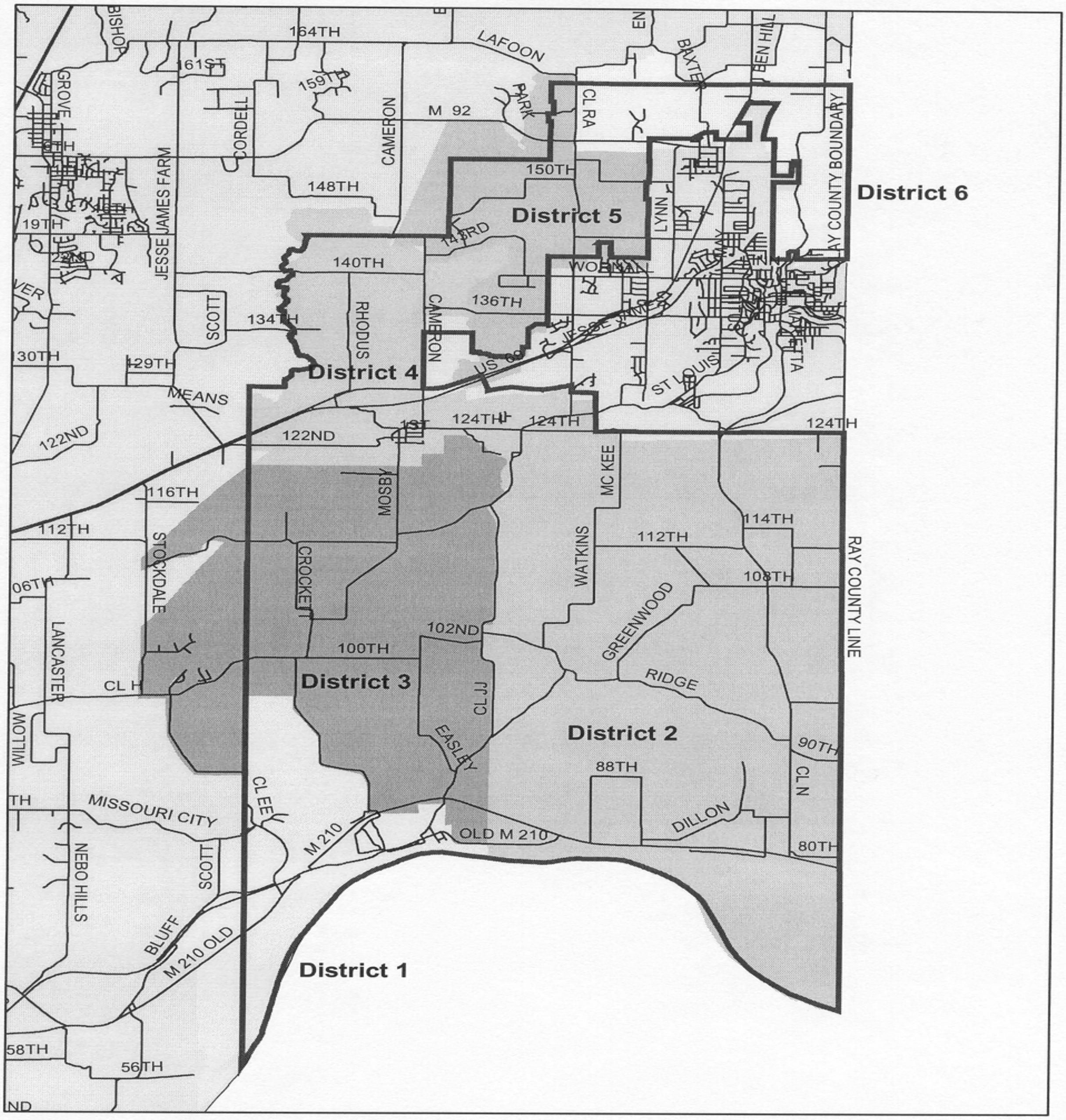
EXHIBIT "A"

LEGAL DESCRIPTION

Eastern Clay County Ambulance District
in Clay County, Missouri

In Township 51 North, Range 30 West, all of Sections 1, 2, 3, 4, 5, 6, 7, 12 and 13, and all those parts of Sections 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 23, 24 and 30 lying North of the North bank of the Missouri River; and, In Township 52 North, Range 30 West, Sections 1-36 within said Township; EXCEPT parts of Sections 6 and 7 which lie West of the East bank of Carroll Creek; and In Township 53 North, Range 30 West, all of Sections 25, 26, 27, 33, 34 and 36; EXCEPT, Those Sections or parts of Sections within each said Township which were within the corporate limits of the City of Excelsior Springs, Clay County, Missouri on July 1, 2012.

EXHIBIT "B"
Map of
Eastern Clay County Ambulance District



Excelsior Springs
Fire Department

Annual Report

Eastern Clay County Ambulance District

June 1, 2025

Joe Maddick
Fire Chief

Executive Summary

June 1, 2025

This report has been prepared for the following period; May 1, 2024 thru April 30, 2025 for contract services with Eastern Clay County Ambulance District (ECCAD), for the provision of ambulance services by the Excelsior Springs Fire Department.

The Excelsior Springs Fire Department (ESFD) continues to provide ambulance services to the Eastern Clay County Ambulance District from its only fire station located at 1120 Tracy Avenue in Excelsior Springs. ESFD typically staffs two Type II modular ambulances with a crew consisting of at least one Emergency Medical Technician and one Paramedic on each ambulance.

ESFD responded to 2,892 call for service; of those requests for service 144 calls in the Eastern Clay County Ambulance District were approximately 4.97% (a decrease of 1.15%) of the system wide request for service.

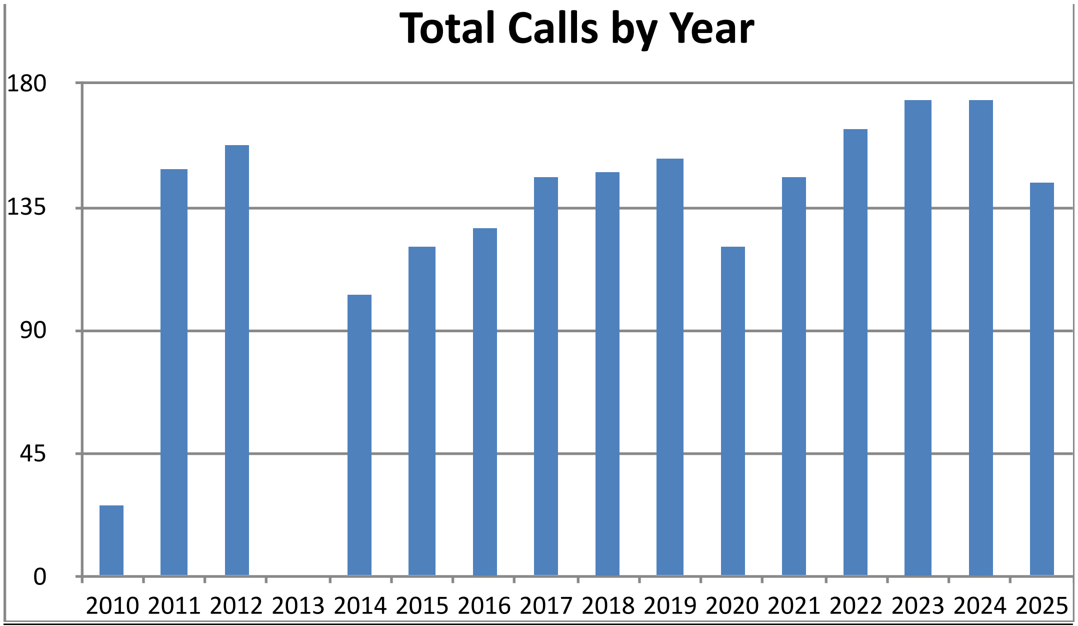
The Excelsior Springs Fire Department routinely provides general rescue, technical rescue, and vehicle extrication to the residents of the Eastern Clay County Ambulance District in conjunction with a mutual aid agreement with the Fishing River Fire Protection District.

The staff and members of the Excelsior Springs Fire Department are proud of the services provided to the ECCAD. It has been our honor and privilege to provide service to the citizens of the ECCAD and we have been able to fulfill our contractual obligations without difficulty. In addition, we have recorded no significant offer of dissatisfaction of services to the citizens of the Eastern Clay County Ambulance District.

The following statistical data is being provided to the Board of Directors so that you may fully understand the service need and service provided to better evaluate future needs on last year's demand for service. I will always make myself available to answer any questions that you might have.

Thank you for allowing us to provide your Emergency Service needs.

Joe Maddick
Fire Chief
Excelsior Springs Fire Department



Total Calls by Year:

The “Total Calls by Year” has varied year by year; statistical data for the Year 2013 that identifies the number of calls in the ECCAD was not located. The number of calls decreased from 2024 (174) to 2025 (144) which reflects an decrease of 8.27% (Figure 1). The total calls for the Excelsior Springs Fire Department overall has shown a fairly stable pattern. These stats are for June 1, 2024 – April 30, 2025.

STATE DATA REPORT

Patient Disposition:	Count	Percent
Fire Department transport to Emergency Care Facility (ECF)	87	60.4%
NULL	10	6.97%
Patient Refusal	27	18.75%
Cancelled	20	13.88%
Stand-by	0	

Total Patients: 144

Patient Disposition:

At a glance, Figure 3 can be misleading…the results noting that there is a large number of the patient disposition that is "No Transport". This information is important in that it shows the frequency in which an ambulance responds to the location of a request for service and a patient is not transported. In the Eastern Clay County Ambulance District there is a significant number of the request for service that are located along the "Streets or Highways", indicating multiple patients and perhaps not the necessary need for transport. Typically, when law enforcement is notified of a Motor Vehicle Collision, they do not necessarily know if there are any injuries so EMS is dispatched along with a fire response in the event that extrication is needed. While that is a positive action from a patient care stand-point, it does increase the cost associated with providing ambulance service.

As you can see in Figure 3, Liberty Hospital continues to be the primary disposition for a good majority of the citizens of Eastern Clay County Ambulance District that requires transport by ambulance.

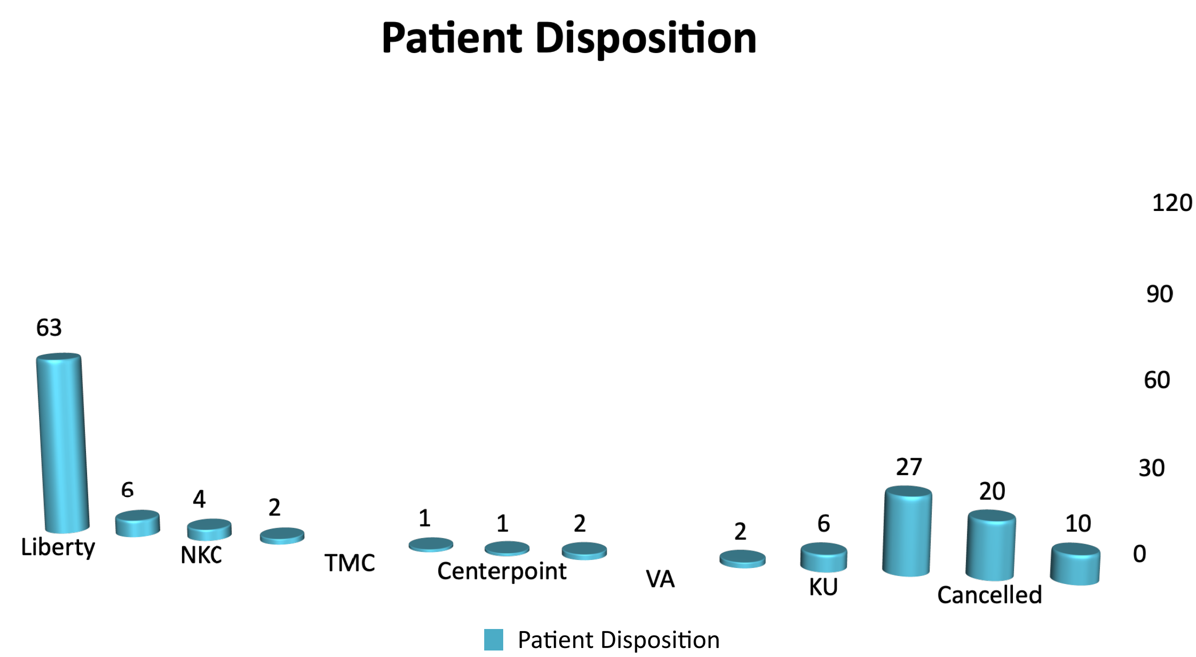


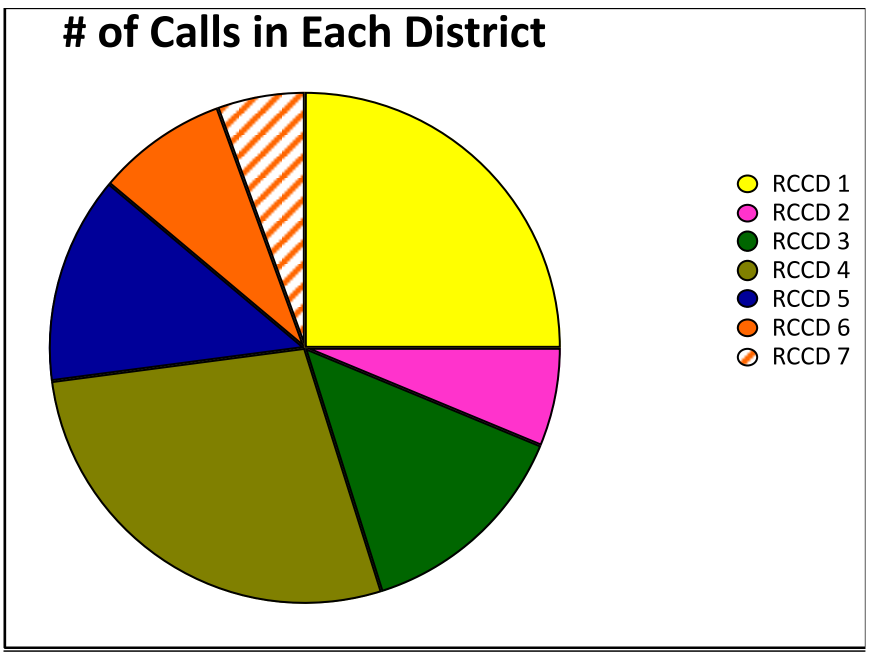
Figure 3

Average Response Time

Average Response Time……………………………………………11 minutes, 55seconds

Median Response Time…………………………………11 minutes, 53 seconds

90th Percentile………………………………21 minutes, 00 seconds



Each call is broken down into the district to which it was called. This enables you to see which District is the busiest. District #4 and District #1 were the busiest Districts.

Costs and Reimbursements:

For the Contract Year (CY) 2024, the cost to the Fire Department to provide services to the E.C.C.A.D. was $164,205.90. The (CY) 2025 contractual agreement between the Excelsior Springs Fire Department and the Eastern Clay County Ambulance District sets the compensation to the ESFD to be $167,310.72 a 2% increase. The 2% increase ($3,104.82) is consistent with the increased cost of operations that the City of Excelsior Springs incurred for ambulance services in the past twelve months. This year, the City will accept $120,000.00 for services from ECCAD as their tax levy will not support the full amount of the contract.

With ever changing Medicare Fee Schedule, declining Medicaid coverage, and realignment of benefits paid by commercial insurances, and the continual state of the economy causes the ESFD reimbursements to be low. However, we have continued to provide the same level of service to the Eastern Clay County Ambulance District.

Into the Future:

The Excelsior Springs Fire Department is honored and proud of the level of service that we provide to the Eastern Clay County Ambulance District. We hope to continue that service and partnership that has developed over the years. We are continually training, equipping, and improving our quality of staffing.

The Excelsior Springs Fire Department, its staff, paramedics, and EMTs, look forward to continue building the relationship that has endured these many years. We have and always will be ready to assist the residents of the Eastern Clay County Ambulance District as effectively and efficiently as possible.

Joe Maddick

Fire Chief

Excelsior Springs Fire Department

Compensation Breakdown for 'Contract to Provide Service'
TO
Eastern Clay County Ambulance District (ECCAD)

- 2025 Fire Department General Fund Budget: $3,000,819.00.
- During the ECCAD 'Statistic Year'-**May 1, 2024 thru April 30, 2025**;
  - ESFD Responded to 2892 calls for service [2% increase in calls from previous year 2024] Calls For Service in ECCAD is 4.97 % or 144 of all ESFD CFS.

Basic Compensation for Services:

Budget divided by number of calls = Cost/call

$3.000,819.00/2892= $1,037.63/call

ECCAD Assessed cost per Call = $1,037.63 (25% increase over last year).

$1,037.63 X 144 calls = $149,418.72.

It does not include;

- The cost associated with a Pumper responding to motor vehicle accidents, rescues, etc.
- The cost associated with dispatchers answering the 9-1-1 calls
- The cost associated for personnel covering the city when units respond

Ambulance Replacement Compensation:

Ambulance replacement is not included in the General Fund Budget. The estimated cost of replacing an ambulance is approximately $360,000.00.

4.97% of that cost is $17,892.00.

Totals

$149,418.72
$ 17,892.00
$167,310.72 Total Compensation or what their tax levy allows

[2025 Total Compensation $164,205.90 (paid $115,000.00) vs. 2026 Total Compensation ($167,310.72) increase of 2% ($3,104.82). Once again this year, we understand that ECCAD does not receive enough tax money to fully meet the contract needs. Therefore we will accept $120,000.00

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

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

June 2nd, 2025

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Re: ENGINEERING AGREEMENT WITH BARTLET & WEST FOR DRY FORK GREENWAY PROJECT- WATER MAIN RELOCATION

During the installation of the storm infrastructure on this project, there were grade conflicts with 4 of the 5 storm lines and box placements with the existing water main along Kennedy Street. To resolve this, the water main must be moved to accommodate the new drainage structures. The existing line is a 4- inch main and does not meet today's standards of pressures and fire flows due to its size and length of pipe. To find a solution for this problem, with worked with Bartlet & West Engineers, who has our water model and could find a scenario of improvements that will meet the regulations for a new permit from Mo DNR for the water main relocation.

This agreement for Professional Engineering Services - Task order #4 with Bartlet & West, includes the design of the new water main to avoid conflicts with current and new infrastructure, submittal of final plans to Mo DNR for construction permit approval and provide an estimate of construction cost for the new water main.

Services provided under this task order has an hourly upper limit of $25,000.00. Part of this water main relocation will be outside the project limits of the Dry Fork Greenway Project, so design cost and construction cost will be split between the project and the water fund.

Task order #4 along with a resolution is attached for your review and approval.

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

Respectfully submitted,
Chad Birdsong

RESOLUTION NO. 1579

A RESOLUTION APPROVING TASK ORDER NO. 4 WITH BARTLETT & WEST, INC., FOR ENGINEERING DESIGN SERVICES FOR THE WATER MAIN RELOCATION RELATED TO THE DRY FORK GREENWAY PROJECT

WHEREAS, the City of Excelsior Springs, Missouri, has previously entered into a Master Services Agreement for Professional Services with Bartlett & West, Inc., dated March 7, 2022; and

WHEREAS, the City has identified the need to relocate an existing 4-inch water main along Kennedy Street in connection with the Dry Fork Greenway Project due to grade conflicts with the proposed storm infrastructure; and

WHEREAS, Bartlett & West, Inc. possesses the City's current water model and has the expertise necessary to perform the required engineering design services, including submission of plans to the Missouri Department of Natural Resources (MoDNR) for construction permit approval; and

WHEREAS, the City proposes to enter into Task Order No. 4 with Bartlett & West, Inc. for an hourly upper limit not to exceed Twenty-Five Thousand Dollars ($25,000.00), with the costs to be split between the project budget and the water fund due to a portion of the work occurring outside the project limits;

Now, therefore, be it Resolved by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City Council hereby approves hereby approves Task Order No. 4 with Bartlett & West, Inc., attached hereto and incorporated by reference, for engineering design services for the water main relocation associated with the Dry Fork Greenway Project, and the Mayor is hereby authorized to execute the Task Order on behalf of the City of Excelsior Springs.

Section 2. The Mayor, City Manager, and other appropriate City officials are hereby authorized to take all actions necessary to implement and administer the terms and conditions of this Resolution.

Section 3. 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 2nd DAY OF JUNE, 2025.

Reggie St. John, Mayor Pro-Tem

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

TASK ORDER NO. 4

This Task Order No. 4 is issued relative to and in accordance with the Master Agreement (hereafter referred to as the "Agreement") for Professional Services between the City of Excelsior Springs ("Client") and Bartlett & West, Inc. ("Consultant") as dated March 7, 2022 and as further modified herein.

The Provisions of this Task are as follows:

A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.

B. Scope of Work. Consultant shall perform services under the Task Order for the purpose of designing a water main along Caldwell, Kennedy and North Main Streets to coincide with the larger Dry Fork Creek realignment project and as more fully described herein.

   1. Task 1.

      i. Site Visit and walk through of the existing construction project.
      ii. Obtain existing design plans for the Dry Fork Creek realignment project.
      iii. Identify conflicts with the existing water main and the proposed storm sewer, street and sidewalk work.
      iv. Design new water main along the Dry Fork Creek realignment project to avoid conflicts with storm infrastructure.
      v. Meet with City staff for review and adjustment and finalize design.
      vi. Submit design and application to Missouri DNR for construction permit approval.
      vii. Provide estimated construction costs to client.

C. Time of Performance for Services. The design services for the water main will be completed by June 15, 2025, and submitted to DNR for approval.

D. Compensation for Services. An hourly upper limit contract of $25,000.

   The Services contained in this Task Order shall be billed as follows:
   1. An amount equal to the cumulative hours charged to complete the Services by each class of Consultant's employees times the standard hourly charge rates for each applicable billing class as per the attached schedule of hourly charges ("schedule"). Overtime for non-exempt staff will be billed at 1.35 times the rates listed in the schedule. The schedule will be adjusted at the beginning of each calendar year.
   2. Reimbursable expense items will be billed at the current charge rates and are subject to adjustment at the beginning of each calendar year.
   3. Intermittent Travel expenses to cover Consultant's out-of-pocket expenses will be at cost, plus a reasonable mark-up.
   4. Subcontracted services will be billed at actual cost plus 10%.
   5. Exclusions:
      i. Surveying provided by others.
      ii. Geotech provided by others.

iii. Permitting, except to MO DNR

E. Client's Responsibilities. Client's responsibilities in the completion of this Task Order are as follows:
   1. Provide plans and CAD files for the Dry Fork project and existing infrastructure.
   2. Provide GIS data and locations of water mains, water meter, fire hydrants and valves as necessary.
   3. Coordinate bidding, construction administration and observation.
   4. Provide surveying and geotech services, as necessary.

F. Special Items. Special items relative to this Task Order are as follows:
   1. Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.

G. Authorization Acknowledgement and Acceptance: All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services.

CLIENT:		**CONSULTANT:**	
CITY OF EXCELSIOR SPRINGS, MO		BARTLETT & WEST, INC.	
By:		By:	
Print Name:		Print Name:	Jim Ross
Title:		Title:	Project manager
Date Signed:		Date Signed:	5-25-2025

Director of Utility Services
201 E Broadway
Excelsior Springs, MO 64024

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

June 2nd, 2025

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works

Re: Public Element Acceptance of the Public Waterline Ext.- The Flats Development

Public Works has conducted a final walk thru inspection on the public waterline extension in The Flats Development per the requirements of the City of Excelsior Springs subdivision regulations. This inspection confirms that the water main meets development standards. As built plans have also been received from their engineer for documentation of this development and are on file at Public Works.

The developer has included the required maintenance bond in the amount of $147,500.00 for the required maintenance of the public element for one year after the final acceptance.

Please consider the attached ordinance for approval of the public water main for The Flats Development.

If you have any questions, please do not hesitate to call me at 630-0755.

Respectfully Submitted,

Chad Birdsong

ORDINANCE NO. 25-06-02

AN ORDINANCE ACCEPTING THE PUBLIC WATERLINE EXTENSION INSTALLED AS PART OF THE FLATS DEVELOPMENT AND AUTHORIZING FINAL ACCEPTANCE OF THE PUBLIC INFRASTRUCTURE.

WHEREAS, the developer of The Flats Development has completed the construction of a public waterline extension in accordance with the subdivision development regulations of the City of Excelsior Springs, Missouri; and

WHEREAS, the Department of Public Works has performed a final walk-through inspection of the public waterline extension and has determined that the work meets City development standards; and

WHEREAS, as-built plans have been submitted and are on file with the Department of Public Works, and a maintenance bond in the amount of One Hundred Forty-Seven Thousand Five Hundred Dollars ($147,500.00) has been received from the developer to guarantee the maintenance of the public element for one year following final acceptance;

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

Section 1. The City hereby accepts the public waterline extension constructed as part of The Flats Development as a public infrastructure improvement.

Section 2. The City hereby acknowledges receipt of the required maintenance bond in the amount of $147,500.00, which shall remain in effect for one year from the date of final acceptance.

Section 3. The Mayor is authorized to execute any documents necessary to complete the acceptance of the public waterline extension on behalf of the City.

Section 4. 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 this 2nd day of June, 2025.

Reggie St. John, Mayor Pro-Tem

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Nationwide Mutual Insurance Company
Surety's Name

MAINTENANCE BOND

Bond No. 7901178391

KNOW ALL MEN BY THESE PRESENT, That we, Bloomsdale Excavating Co, Inc (Principal's Name), 12211 State Route Y, Bloomsdale, MO 63627 (Principal's Address), hereinafter called Principal, and Nationwide Mutual Insurance Company (Surety's Name), One West Nationwide Blvd, 1-14-301, Columbus, OH 43215 (Surety's Address), hereinafter called Surety, are held and firmly bound unto City of Excelsior Springs, Missouri (Obligee's Name), 201 East Broadway, Excelsior Springs, MO 64083 (Obligee's Address), hereinafter called Obligee, in the full and just sum of One Hundred Forty Seven Thousand Four Hundred Fifty Dollars and 00/100 Dollars ($ 147,450.00), lawful money of the United States, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Obligee has entered into a certain agreement with City of Excelsior Springs, Missouri (Owner's Name) a portion of which requires a 1 year(s) maintenance bond covering workmanship and materials for the List of Improvements covered, hereinafter called Improvements, at The Flats at Coach Crossing (Project Name), 1117 Tracy Avenue (Project Address), which Improvements have been or are about to be completed and accepted.

NOW, THEREFORE, if said Improvements shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of 1 year(s) from the date of acceptance of said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 25th day of February, 2025.

Bloomsdale Excavating Co, Inc
Principal's Name

By: VP Preconstruction

Witness as to Principal

Nationwide Mutual Insurance Company
Surety's Name

By: Nicole M. Johnson
Nicole M Johnson, Attorney in Fact

Witness as to Surety

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ERIC DEDOVESH; NICOLE M JOHNSON; RODNEY W PADDOCK;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL SURETY USE ONLY COLUMBUS, OH

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Stephanie Rubino McArthur

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 25th day of February, 2025.

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

RESOLUTION NO. 1580

A RESOLUTION AUTHORIZING AN INTERFUND LOAN TO THE EXCELSIOR SPRINGS CITY HOSPITAL

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

Section 1. The City Council hereby authorizes an interfund loan transfer from the City's General Fund to the City Hospital's General Fund for the purpose of providing financial support for the operations of the Excelsior Springs City Hospital ("Hospital") in accordance with the provisions of this Resolution.

Section 2. The City Council authorizes a Transfer in an amount not to exceed $500,000.00. This Transfer shall occur within two (2) business days following the day that the Hospital Board of Trustees adopts a resolution agreeing to the provisions of this Resolution and authorizes its Board President and Executive Director to sign on its behalf the "Agreed to" signature block and deliver the same to the City Manager.

Section 3. Interfund loan funds shall carry interest at the rate of 0%.

Section 4. The expected source of repayment from the City Hospital is its operating revenue.

Section 5. The repayment deadline from the Hospital to the City is December 31, 2025.

Section 6. If the Hospital fails to repay the City in full for the interfund loan amounts by the repayment deadline, then the City may transfer the Hospital's property tax receipts to the City's General Fund as repayment for the interfund loan funds' outstanding balance.

Section 7. The City Manager, Finance Director, and such other officials of the City may take action as is necessary, incidental or expedient to carry out the intent of this Resolution and the authority granted herein.

Section 8. This Resolution shall be in full force and effect from and after its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF JUNE, 2025.

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Reggie St. John, Mayor Pro-Tem

ATTEST:

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Shannon Stroud, City Clerk

REVIEWED BY:

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Molly McGovern, City Manager

Agreed to:

Excelsior Springs City Hospital

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Name: _______________________
President
Board of Trustees
Dated: _______________________

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Kristen DeHart
Executive Director
Dated: ______________________