

## 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 5:00 PM, June 30, 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  
5:00 PM  
Monday, June 30, 2025  
Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs MO

---

#### CALL TO ORDER

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 June 13, 2025

Minutes of the Regular City Council Meeting of June 16, 2025

#### CONSIDERATION OF AGENDA

1. Consideration of School Resource Officer's MOU for the 2025/2026 School Year - Ordinance No. 25-06-04
2. Consideration of Capital Purchase of Buses from MoDOT for Transportation - Ordinance No. 25-06-05
3. Consideration of Change Order No. 1 on Contract with All Pro Asphalt for the 2025 Streetscape Project - Resolution No. 1585
4. Consideration of Temporary Month to Month Extension for Contract with Allied Waste - Resolution No. 1586

5. Consideration of Insurance Coverage Renewal - Resolution No. 1587

6. Consideration of Planning & Zoning Board Appointment of Whitney Sparks - Resolution No. 1588

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, June 26, 2025 at 2:30pm**

SPECIAL CITY COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS, MISSOURI  
June 13, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Special City Council Meeting at 9:00 am on Friday, June 13, 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, Councilman Stephen Spear, and Councilman John McGovern.

Absent: None.

VISITORS: None.

CONSIDERATION OF AGENDA:

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

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

Nays: None, motion carried.

The agenda passed and approved June 13, 2025.

MOTION TO CLOSE THE MEETING PURSUANT TO SECTIONS 610.021.1, 610.021.12, & 610.021.13, RSMO.:

With no further business at hand, Councilman McGovern motioned to close the Special City Council Meeting of June 13, 2025 and go into CLOSED SESSION immediately following pursuant to Sections 610.021.1, 610.021.12, and 610.021.13, RSMo. Mayor Pro-Tem St. John seconded. No discussion was held by City Council Members.

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

Nays: None, motion carried.

The Special City Council Meeting of June 13, 2025 adjourned at 9:03 am.

\_\_\_\_\_  
MARK D. SPOHN, MAYOR

ATTEST:

\_\_\_\_\_  
SHANNON STROUD, CITY CLERK

CITY COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
June 16, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 PM, on Monday, June 16, 2025 in the Council Chambers of the Hall of Waters Building.

The opening was led by Councilman Stephen Spear.

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 SPECIAL CITY COUNCIL MEETING OF MAY 30, 2025:

Councilman Renne made a motion to approve the minutes of the Special City Council Meeting of May 30, 2025. Motion was seconded by Councilman Spear. All in favor; motion carried.

Minutes of the Special City Council Meeting of May 30, 2025 passed and approved June 16, 2025.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 2, 2025:

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

Minutes of the Regular City Council Meeting of June 2, 2025 passed and approved June 16, 2025.

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF JUNE 5, 2025:

Councilman Spear made a motion to approve the minutes of the Special City Council Meeting of June 5, 2025. Motion was seconded by Mayor Pro-Tem St. John. All in favor; Renne, Spear, St. John, Spohn. Councilman McGovern abstained; motion carried.

Minutes of the Special City Council Meeting of June 5, 2025 passed and approved June 16, 2025.

CONSIDERATION OF AGENDA:

Mayor Spohn stated that on Monday morning, staff identified that an item was inadvertently omitted from the agenda posted on Friday due to technical issues arising from the City's transition to new agenda management software. The agenda posted on Friday was labeled as tentative. As the item is time-sensitive

and requires action at this meeting, the agenda was updated and reposted immediately on Monday morning, and this statement is entered in the record as a finding of good cause under §610.020.4, RSMo.

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

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

Nays: None, motion carried.

The amended agenda passed and approved June 16, 2025.

PROCLAMATION – DESIGNATION OF JULY AS PARKS & RECREATION MONTH:

Mayor Spohn read aloud the proclamation designating July as Parks and Recreation Month in Excelsior Springs. The proclamation was presented to Alexis Blakenship, Recreation Coordinator.

RESOLUTION NO. 1581, CONSIDERATION OF PLANNING & ZONING BOARD APPOINTMENT OF LAURIE GEHRT:

Mayor Spohn read by title Resolution No. 1581.

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

Mayor Pro-Tem St. John made a motion to approve Resolution No. 1581 approving the appointment of Laurie Gehrt to the Planning and Zoning Commission. Motion was seconded by Councilman Spear

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

Nays: None, motion carried.

Resolution No. 1581 passed and approved June 16, 2025.

RESOLUTION NO. 1582, CONSIDERATION OF HISTORIC PRESERVATION BOARD APPOINTMENT OF CHARLIE BOOTHE:

Mayor Spohn read by title Resolution No. 1582.

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

Councilman Renne made a motion to approve Resolution No. 1582 approving the appointment of Charlie Boothe to the Historic Preservation Commission. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Resolution No. 1582 passed and approved June 16, 2025.

RESOLUTION NO. 1583, CONSIDERATION OF VINTAGE PLAZA CID BOARD APPOINTMENT OF BRAD MCBEE:

Mayor Spohn read by title Resolution No. 1583.

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

Councilman Spear made a motion to approve Resolution No. 1583 approving the appointment of Brad McBee to the Vintage Plaza Community Improvement District Board of Directors. 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. 1583 passed and approved June 16, 2025.

RESOLUTION NO. 1584, CONSIDERATION OF RESOLUTION TO EXPRESS SUPPORT FOR THE EXCELSIOR SPRINGS JOB CORPS CENTER:

Mayor Spohn read by title Resolution No. 1584.

Mayor Spohn briefed the Council of the Resolution.

Councilman McGovern made a motion to approve Resolution No. 1584 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. 1584 passed and approved June 16, 2025. The approved Resolution will be sent to the Governor, State Representative, and State Senator.

RESOLUTION NO. 1585, CONSIDERATION OF AMENDMENT TO RESOLUTION NO. 1577 TO CHANGE THE LOCATION OF THE PUBLIC HEARING REGARDING A REASONABLE ACCOMMODATION REQUEST FOR 21 DAWN AVENUE:

Mayor Spohn read by title Resolution No. 1585.

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

Councilman Spear made a motion to approve Resolution No. 1585 amending Resolution No. 1577 to change the location of the public hearing regarding a reasonable accommodation request for 21 Dawn Avenue. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Resolution No. 1585 passed and approved June 16, 2025.

#### PRESENTATION – 2024 ESPRCC ANNUAL REPORT:

Nate Williams, Director of Excelsior Springs Parks, Recreation, and Community Center Departments presented the 2024 annual report. The report included an overview of parks, facilities, projects, programs, events, activities, accomplishments, partnerships, financial information, future outlook and goals for the Parks, Recreation, and Community Center Department from the 2024 fiscal year. The report is included in the packet.

#### PRESENTATION –ANNUAL REPORT FROM THE EXCELSIOR SPRINGS HOSPITAL:

Kristen DeHart, Chief Executive Officer of the Excelsior Springs Hospital reported and gave detail through a presentation of the Hospital's annual fiscal year in 2024. The 2024 Annual Report included activities, accomplishments and financial information for the Excelsior Springs Hospital during the fiscal year 2024. She thanked the City, Hospital Board Members, staff, partners, and community members for their support. Hospital Board of Trustees President Tim Pence was also present.

#### MAY 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 May 2025 and the May revenue report were made available for review.

#### REMARKS – CITY MANAGER AND CITY COUNCIL:

##### City Manager, Molly McGovern:

1. Your transmittal includes a report from Navitas showing the analysis of the Community Center's energy audit. They had hoped to save around \$60,000 a year, but ended up saving around \$180,000.
2. You know about our new location for the public hearing for 21 Dawn.
3. We would like to schedule a Special Council meeting to take action on three items; our insurance renewal, the refuse contract, and the SRO agreement. We are thinking June 30<sup>th</sup> at 5pm because Planning and Zoning is holding a meeting that night at 6pm. We will not be having a July 7<sup>th</sup> meeting.
4. I've passed out a calendar which is our budget schedule, and presentations will be on Fridays.

##### Mayor Pro-Tem St. John:

1. I am fortunate in that I get to sit in on the meetings for the Hospital Board and the Parks & Rec Board. Both presented tonight. There have been times when both have had issues and struggled financially. But the leadership both groups have, they have been able to address those challenges and come out on top. We as a city should pause and be thankful for that. We could have been one of those 190 hospitals, and we have some of the best parks in the area. You are looking at two things that draw people to a community; parks and recreation activities, and healthcare along with educational opportunities as well. It is the culture of the town. Both those represent and reflect this culture, whether it be the parks or the hospital. We are different than everybody else, in a good way.

##### Councilman Renne:

1. When Councilman Spear prayed tonight and said, "our town we call home," I was so proud of our community this past week with Shop Local Late, Lyrics on the Lawn, and Saturday's play at the

community theater, along with the movie playing in the Carolyn Schutte Pocket Park. It was fun to see those activities taking place and our community responding. I was really proud of our town and our home.

Councilman McGovern:

1. I echo Reggie's comments about the Parks and Rec and Community Center, and the hospital. Both reports are exceptional and it is because we have exceptional people in the leadership of those organizations along with their boards. I appreciate all they do and what they have accomplished. They are second to none.

Councilman Spear:

1. When I hear accolades from other doctors that run rotation at the hospital, you don't get any better affirmation. The pharmacy is second to none. Appreciate all that team does. And Parks and Rec, as I mentioned to Nate the other day, there were several hundred people at the outdoor aquatic center when I drove by. It is great to see all that is going on in our town.

Mayor Spohn:

1. Lyrics on the Lawn Friday night was a great time and had a great turnout. Those community events reflect well on our citizens.
2. Reminder that Thursday at 6pm, we will be unveiling the art panels downtown.

MOTION TO ADJOURN:

Mayor Pro-Tem St. John motioned to adjourn the Regular City Council Meeting of June 16, 2025. Councilman McGovern seconded. All in favor; motion carried.

The Regular City Council meeting of June 16, 2025 adjourned at 7:33 pm.

ATTEST:

\_\_\_\_\_  
MARK D. SPOHN, MAYOR

\_\_\_\_\_  
SHANNON STROUD, CITY CLERK



---

**Police Department**  
**City Council 6/30/2025**

TO: City Council  
FROM: Greg Dull, Police Chief  
DATE: 06/26/2025  
RE: Consideration of Agenda

1. City Council Cover Memo - SRO MOU 2025
2. ES - ord - SRO MOU
3. SRO MOU 2025-26



GREGORY A. DULL  
CHIEF OF POLICE

POLICE DEPARTMENT  
301 SOUTH MAIN STREET  
EXCELSIOR SPRINGS, MISSOURI 64024

816.630.2000  
Fax: 816.630.4104  
[www.espolice.com](http://www.espolice.com)

June 25, 2025

TO: Mayor and City Counsel

FROM: Gregory Dull, Chief of Police

SUBJECT: Consideration of School Resource Officer MOU Agreement

Based on recommendations from the Missouri School Board Association (MSBA) and the National Association of School Resource Officers (NASRO), the City of Excelsior Springs and the Excelsior Springs School District annually adopt a written Memorandum of Understanding (MOU) regarding our School Resource Officer (SRO) partnership. The current MOU for the 2024-2025 school year will expire on June 30, 2025.

For the upcoming school year, the school district has expressed interest in continuing the partnership and establishing a new MOU, which is attached for your review. The Excelsior Springs School Board will consider approval of the new MOU at their meeting on June 24, 2025. This will once again fund three (3) SRO positions for the 2025-2026 school year.

The primary change from last year's MOU is an increase in the total cost limit from \$175,000 to \$195,000. This adjustment reflects higher costs associated with salaries and benefits for the three SROs, as well as an increase in the number of district-related special events requiring SRO coverage.

The primary objective of the MOU is to clarify that the SROs are employees of the police department, not the school district. This distinction provides legal protections for both the city and the school district. The agreement also outlines expected costs and terms, helping to formalize the relationship between the school district and the police department.

Please consider the attached resolution authorizing the City Manager and the Chief of Police to execute the School Resource Officer Agreement as presented.

Respectfully Submitted,

*Gregory Dull*

Gregory Dull  
Chief of Police

ORDINANCE NO. 25-06-04

AN ORDINANCE APPROVING A SCHOOL RESOURCE OFFICER PROGRAM  
MEMORANDUM OF UNDERSTANDING WITH THE EXCELSIOR SPRINGS SCHOOL  
DISTRICT NO. 40

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 School Resource Officer Program Memorandum of Understanding with the Excelsior Springs School District No. 40, attached hereto and incorporated herein by reference in its substantial form, 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 30th day of June, 2025.

\_\_\_\_\_  
Mark D. Spohn, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Stroud, City Clerk

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

## **SRO MOU**

**SCHOOL RESOURCE OFFICER PROGRAM  
MEMORANDUM OF UNDERSTANDING  
2025-2026 ACADEMIC SCHOOL YEAR**

CITY OF EXCELSIOR SPRINGS, MISSOURI  
Excelsior Springs, Missouri

EXCELSIOR SPRINGS SCHOOL DISTRICT  
District #40

This Memorandum of Understanding is entered into, this 24<sup>th</sup> day of June, 2025, by and between the City of Excelsior Springs, Missouri (hereinafter referred to as the "City" or "Police Department") and the Excelsior Springs School District #40, a school district located within both Clay and Ray County, Missouri (hereinafter referred to as the "District")

WITNESSETH:

- A. The City, by and through its Police Department, agrees to provide the School District with three (3) uniformed Excelsior Springs Police Department officers to serve in the School Resources Officer Program in one or more of the District's schools as School Resource Officers ("SROs"); and
- B. The District and the City desire for this Agreement to guide and direct the School Resource Officer Program.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefor being hereby acknowledged, the District and the City agree as follows

II. MISSION AND GOALS:

- A. The mission of the School Resource Officer Program is to reduce incidents of delinquency in or around school by combining law enforcement with educational professionals to address drug and alcohol abuse, youth violence, truancy and other youth issues in an educational environment.
- B. The following goals are shared between the District and the City with regard to the School Resource Officer Program:
  - 1. Provide a safe and respectful school;
  - 2. Enhance the relationship between law enforcement officers and students in the District's schools; and
  - 3. Foster educational programs, which will address tobacco, alcohol, and other drug issues, violence diffusion and prevention, and other safety issues as needed.

III. EMPLOYMENT AND ASSIGNMENT OF THE SCHOOL RESOURCE OFFICERS:

- A. Collaboration of the selection of SROs shall be achieved through the School District's Safety & Security Director, in conjunction with the City. Upon agreeance

of such selection, the City shall provide one (1) SRO to the Excelsior Springs High School and Career Center, one (1) SRO to the Excelsior Springs Middle School, and one (1) SRO to be shared between Cornerstone, Lewis, and Elkhorn Elementary Schools, and the Early Childhood Center. Elkhorn Elementary School is not within the jurisdiction of the Excelsior Springs Police Department, so law enforcement action by SROs will be limited to the extent allowed by law. The Ray County Sheriff's Department will have primary law enforcement jurisdiction at Elkhorn Elementary School.

B. Regular Duty Hours of the School Resource Officers

1. The SRO shall be assigned to the school on a full-time basis during those days and hours the school is in regular session. The SRO shall be on campus from one-half hour prior to the start of classes until one-half hour after the end of the regularly scheduled school day.
2. On early release days, the SRO may be required to attend District meetings or training during the remainder of the day.
3. During the SRO's daily tour of duty, the SRO may be off campus performing such tasks that may be required by their assignments.
4. The SRO may be temporarily reassigned by the City during school holidays, vacations, school closures and/or during the periods of police emergency.
5. Regular working hours may be adjusted on situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be utilized to cover scheduled school-related activity requiring the presence of a law enforcement officer.

C. Extra duty hours of the School Resource Officer

The City will provide one (1) School Resource Officer for summer programs at no cost, not to exceed thirty (30) days beyond the normal academic calendar.

D. The Role of the School Resource Officers

The role of a School Resource Officer is based on a "triad" approach adopted from training developed and presented by the National Association of School Resource Officers (NASRO) and/or the Missouri School Resource Officers Association (MSROA). The triad philosophy defines a School Resource Officer as fulfilling three main roles: Educator, Counselor/Problem Solver, and Law Enforcement Officer.

1. Educator - The School Resource Officers shall provide educational information in the form of classroom presentations, parent or public presentations, or in-service school staff presentations. Formal presentations shall be made available to these groups on any topic concerning public safety, law related issues, crime prevention, drug abuse prevention, gang prevention, or other topics as appropriate. The School

Resource Officers will act as instructors, or arrange for another SRO or certified public safety instructor, for these respective presentations when invited to do so by the principal or member of the faculty. These presentations shall be conducted in a professional manner and shall be pre-approved by the District's Director of Safety & Security with input from the respective school administrator.

2. Counselor/Problem Solver - The School Resource Officers are not a substitute for school counselors. The SROs may give advice or guidance to students and the education staff within the context of the officer's knowledge, training and experience. The SROs counsel students on a variety of issues, which may range from dealing with anger, personal conflicts, drug and alcohol issues, abuse and neglect, and other issues related to public safety or the law.

The School Resource Officers shall work closely with the District's Director of Safety & Security, school administrators and counselors, social workers, juvenile officers, and other organizations, which service youth in order to provide support to students in need.

3. Law Enforcement Officer - The School Resource Officers shall conduct criminal investigations and make arrests utilizing the same criteria as any other certified law enforcement officer of the City. However, SROs will often work with the District's Director of Safety & Security, school administrators, parents, social service agencies, and perhaps the Clay or Ray County Juvenile Office to explore effective ways to hold juvenile offenders accountable for their actions.

The School Resource Officers shall also gather intelligence information regarding criminal activities involving school-aged or juvenile offenders. This information is then shared with the appropriate resources.

E. Additional Duties of the School Resource Officers

1. The SROs shall coordinate all of their activities with the City, the District's Director of Safety & Security, the principal and staff members concerned, and will seek permission, advice, and guidance prior to enacting any programs within the School.
2. The SROs shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police, and the police mission.
3. The SROs shall encourage individual and small group discussions with students based on material presented in class to further establish rapport with the students.
4. When requested by the District's Director of Safety & Security or by the respective principal, the SROs shall attend parent/faculty meetings to solicit

support and understanding of the SRO program. Each year, the SROs should provide faculty members, especially new members, an overview of the SRO program.

5. The SROs shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement, crime prevention, or violence prevention topics. Confidential information shall not be disclosed except as provided by law or court order.
6. The SROs shall become familiar with all community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, etc. The SROs shall make referrals to such agencies and liaise when necessary, thereby acting as a resource person to the students, faculty and staff of the school.
7. The SROs shall assist the District's Director of Safety & Security and principal(s) in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus or during school sponsored events.
8. The SROs shall adhere to School Board policy, City policy and legal requirements should it become necessary to conduct formal police activities with the students.
9. An SRO will **immediately** be notified if a weapons threat or possession of a weapon becomes known or needs investigated. This includes weapons that are not firearms, e.g., knives, clubs etc. The SRO will aid in the investigation.
10. If an SRO becomes aware of any criminal investigation at the SRO's respective school(s), the SRO should help coordinate that investigation, even though the SRO may not be the lead investigator. For example, when the SRO becomes aware of a child abuse case, they may not be the lead investigator; however, the SRO will make the necessary contacts with the appropriate investigating agency to facilitate the investigation.
11. The SROs shall take law enforcement action as required. As soon as practical, the SROs shall make the District's Director of Safety & Security, along with the respective principal, aware of such action. At the request of District's Director of Safety & Security or the respective school principal, the SROs shall take appropriate law enforcement action for violations of the law on school property or at related school functions as allowed by Missouri Statutes.
12. The SROs shall give assistance to other law enforcement officers and/or other local law enforcement departments in matters regarding his/her school assignment, whenever necessary.

13. The SROs shall, whenever possible, and in accordance with established overtime procedures, participate in and/or attend school functions.
  14. The SROs will assist with non-campus investigations relating to runaways or truant students that attend the school.
  15. The SROs shall not act as school disciplinarians or conduct searches or frisks on behalf of an administrator for issues only related to school discipline. However, if there is a safety risk; or the District's Director of Safety & Security or the principal believes a violation of law has occurred, and the school district intends to pursue the matter criminally; then an SRO shall be contacted. The SRO shall determine whether law enforcement action is appropriate. If the District's Director of Safety & Security disagrees, then the SRO's supervisor at the City shall be consulted.
  16. The SROs are not to be used for regularly assigned lunchroom duties, hall monitor, bus monitor, in school suspension monitor, or any other regularly assigned duties that are filled by a School or District employee. If there is a problem in one of these areas, the SRO should be actively involved and help the school solve the problem. These solutions will vary, but may include the presence of the SRO in these areas. Even though the SRO is not to be assigned regular duties of another School or District member in these high traffic areas, the SRO should make a consistent and regular practice to be visible in these areas. The SRO's presence will provide great opportunities to make positive contacts with students and to help deter negative issues from occurring.
  17. The SROs should ensure the City (SRO Supervisor) and the District's Director of Safety & Security are notified when the SRO is sick or injured prior to the start of the school day.
  18. The SRO will assist the School District with home visits.
- F. Access to Education Records
1. School officials shall allow the SRO to inspect any public records maintained by the School District to the extent allowed by state and federal law; however, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Board of Education Policy and Regulations.
  2. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.

3. A full explanation as to the need of the information to handle the emergency and the extent to which time is of the essence shall be articulated in the SRO's official report.
4. If confidential student record information is needed, but no emergency exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or with consent of the student's parent or guardian as required by Board Policy or as otherwise allowed by state and federal law.
5. The City, the Police Department and the SROs will comply with the Family Educational Rights and Privacy Act, 20 U.S.C.A. § 1232g, and will indemnify the District, to the extent permitted by law, for any damages suffered by it by reason of its failure to do so.

#### IV. RIGHTS, DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- A. District Administration shall provide to all the full-time SROs the following materials and facilities, which are deemed necessary to the performance of the SRO duties, with the exception of Elkhorn and the Early Childhood Center:
  1. Access to an air-conditioned and properly lighted private office, which shall contain a telephone to be used for general business purposes. This office may be shared by another SRO, but shall be for SRO use only.
  2. A location for files and records, which can be properly locked and secured.
  3. A desk with drawers, a desk chair, additional guest chair(s), filing cabinet office supplies.
  4. Access to a computer and/or secretarial assistance.
- B. The School Principal will report student acts to the SRO in the time and manner required by § 167.117 RSMo. and the attached Third-Degree Assault Reporting agreement:
  1. The School Principal will immediately report to the SRO student acts that occur on school property, on a school bus in service on behalf of the District, or during school activities that would be assault in the first or second degree if committed by an adult, sexual assault, or deviate sexual assault against a pupil or school employee. (See § 167.117 RSMo.).
  2. The School Principal will report to the SRO student acts that occur on school property, on a school bus in service on behalf of the District, or during school activities that would be assault in the third degree pursuant to the attached Third-Degree Assault Reporting agreement (Annex A).

V. FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

- A. The District agrees to provide a reimbursement to the City for the costs of SRO services at the rate of Seventy-Five Percent (75%) of the base salary and benefits, plus overtime pay for District-related activities when applicable to hours worked of the three (3) assigned SROs.
- B. The City will submit an invoice to the District by June 15, 2026 reflecting the salary and benefits as described above, and the actual overtime hours worked by the SROs through that date. The District agrees to pay said invoice on or before July 31st, 2026.
- C. For the 2025-2026 Academic School Year, the total costs of the School Resource Program shall not exceed \$195,000.00.

VI. TERM OF THE SCHOOL RESOURCE OFFICER PROGRAM

This program is effective for the twelve-month period beginning on July 1<sup>st</sup>, 2025, for the academic school year, and shall remain in effect until either June 30, 2026, or until a party provides written notice to the other party indicating a request for either amendment or termination as indicated in section IX, entitled TERMINATION OF AGREEMENT.

VII. EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER

- A. The School Resource Officer shall remain an employee of the City of Excelsior Springs, Missouri, and shall not be an employee of the District.
- B. The District and the City acknowledge that the School Resource Officers shall remain responsible to the chain of command of the Department. However, the School Resource Officers shall coordinate efforts and activities with the District's Director of Safety & Security and respective school principals.

VIII. DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

- A. In the event the principal of the school to which an SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall discuss the matter with School District's Director of Safety & Security and the SRO Supervisor. The School District's Director of Safety & Security will try to resolve any issues. However, if the principal and the School District's Director of Safety & Security agree that the respective SRO should be removed from the program then the School District's Director of Safety & Security shall then give this written recommendation to the Deputy Superintendent.
- B. The Deputy Superintendent will exhaust all avenues in an attempt to resolve the situation. If resolution cannot be gained, the recommendation to remove the SRO from the program will be forwarded to the Superintendent of the District. Within a reasonable time after receiving the recommendation to remove the SRO from the program, the Superintendent or his/her designee shall advise the City of the request.

- C. If the City so desires, the Superintendent and the City Manager or his/her designees, shall meet with the SRO to mediate or resolve any problems, which may exist. At such a meeting, specific members of the respective school, along with the School District's Director of Safety & Security and Deputy Superintendent may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event the City does not seek mediation, then the SRO shall be removed from the program and the school. The City shall then provide a replacement SRO as soon as practicable.
- D. The City may dismiss or reassign an SRO based upon City Rules, Regulations and/or General Orders and when it is in the best interest of the people of the City of Excelsior Springs, Missouri, and the District.
- E. In the event of the resignation, dismissal, reassignment or long-term absence of an SRO, the City shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving notice of such resignation, dismissal, reassignment or long-term absence, when feasible. If the City is unable to provide a temporary replacement, the reimbursement invoice will reflect a commensurate pro-rated reduction in costs to the District.

IX. TERMINATION OF AGREEMENT

- A. This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement.
- B. Either party upon one hundred eighty (180) days written notice may terminate this Agreement without cause.
- C. Termination of this Agreement may only be accomplished as provided herein.
- D. In the event this Agreement is terminated, reimbursement will be made to the City for all services performed to the date of the termination.

X. EVALUATION OF PROGRAM

- A. It is mutually agreed that the City and the District shall annually evaluate the School Resource Officer Program and implement recommendations and changes as needed and agreed upon.

XI. NOTICES

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

Dr. Mark Bullimore, Superintendent  
Excelsior Springs School District #40

300 W. Broadway Ave  
Excelsior Springs, MO 64024

---

Molly McGovern  
City Manager  
201 E. Broadway Ave  
Excelsior Springs, Missouri 64024

XII. GOOD FAITH

- A. The District, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement.
- B. Unforeseen difficulties or questions will be resolved by negotiation between the District Superintendent and the City Manager, or their designees.

XIII. MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

XIV. NON-ASSIGNMENT

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District and the City is obtained.

XV. MERGER

This agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

XVI. INSURANCE

It is understood that both the City and the School District are governmental bodies and maintain appropriate insurance coverage.

XVII. LEGAL CONTINGENCIES

It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. Without waiving any governmental immunity, sovereign immunity, or official immunity, each party agrees to be responsible and assumes liability for its own actions and omissions and those of its Officers, teachers, staff or any other agent for any incident arising out of or in connection

with this agreement, to the fullest extent required by the law and agrees to save, indemnify, defend and hold the other party harmless from such liability for its own actions.

**XVIII. NO WAIVER OF IMMUNITY**

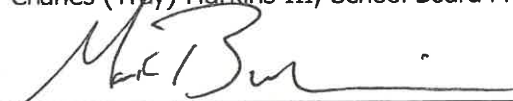
Nothing in this Agreement waives any governmental immunity including sovereign immunity or official immunity available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duty-authorized officers.

**EXCELSIOR SPRINGS SCHOOL DISTRICT #40**

  
Charles (Tray) Harkins III, School Board President

24 June 2025  
Date

  
Dr. Mark Bullimore, Superintendent

24 June 2025  
Date

**CITY OF EXCELSIOR SPRINGS, MISSOURI**

\_\_\_\_\_  
Molly McGovern, City Manager

\_\_\_\_\_  
Date

**Annex A**  
**Handling of Assaults**  
**AGREEMENT**

Between  
City of Excelsior Springs  
Police Department  
&  
The Excelsior Springs School District  
Clay/Ray County, Missouri  
District #40

**Definitions:**

***Revised Missouri State Statute 167.117***, states, in any instance when any person is believed to have committed an act which if committed by an adult would be assault in the first, second or third degree, sexual assault, or deviate sexual assault against a pupil or school employee, while on school property, including a school bus in service on behalf of the district, or while involved in school activities, the principal shall immediately report such incident to the appropriate local law enforcement agency and to the superintendent, except in any instance when any person is believed to have committed an act which if committed by an adult would be assault in the third degree and a written agreement as to the procedure for the reporting of such incidents of third degree assault has been executed between the superintendent of the school district and the appropriate local law enforcement agency, the principal shall report such incident to the appropriate local law enforcement agency in accordance with such agreement.

**Assault in the third degree**

565.054. 1. A person commits the offense of assault in the third degree if he or she knowingly causes physical injury to another person.

2. The offense of assault in the third degree is a class E felony, unless the victim of such assault is a special victim, as the term "special victim" is defined under section 565.002, in which case it is a class D felony.

**Assault in the fourth degree**

**565.056. Assault in the fourth degree. — 1. A person commits the offense of assault in the fourth degree if:**

**(1) The person attempts to cause or recklessly causes physical injury, physical pain, or illness to another person;**

**(2) With criminal negligence the person causes physical injury to another person by means of a firearm;**

Section 167.117 Third-Degree Assault Reporting Agreement Authorities

**EXCELSIOR SPRINGS SCHOOL DISTRICT #40**

  
Charles (Tray) Harkins III, School Board President

24 June 2025  
Date

  
Dr. Mark Bullimore, Superintendent

24 June 2025  
Date

**CITY OF EXCELSIOR SPRINGS, MISSOURI**

  
Gregory Dull, Chief of Police

6/26/2025  
Date

**Section 167.117 Third-Degree Assault Reporting Agreement Authorities**

- (3) The person purposely places another person in apprehension of immediate physical injury;**
  - (4) The person recklessly engages in conduct which creates a substantial risk of death or serious physical injury to another person;**
  - (5) The person knowingly causes or attempts to cause physical contact with a person with a disability, which a reasonable person, who does not have a disability, would consider offensive or provocative; or**
  - (6) The person knowingly causes physical contact with another person knowing the other person will regard the contact as offensive or provocative.**
- 2. Except as provided in subsection 3 of this section, assault in the fourth degree is a class A misdemeanor.**
- 3. Violation of the provisions of subdivision (3) or (6) of subsection 1 of this section is a class C misdemeanor unless the victim is a special victim, as the term "special victim" is defined under section 565.002, in which case a violation of such provisions is a class A misdemeanor.**
- 

The school environment can provide an opportunity for third degree assaults to be perceived that can lead to increased caseload for the Excelsior Springs Police Department and can detract from classroom instruction time. Knowing this, the Excelsior Springs Police Department and the Excelsior Springs School District enter into the following agreement for reporting third degree assaults that RSMO 167.117 requires us to place into writing.

The school district will report all required crimes as determined by law. However, in regard to third degree assaults, school resource officers will have the final discretion to only take an internal school district report on third degree assaults and to not file any related lesser criminal charges when:

- 1. No victim or parent of the victim (in the cases of juveniles) wishes to press charges and when
- 2. The injury requires nothing more than minor medical treatment. Examples of minor medical treatment include but are not limited to the use of pain reliever such as acetaminophen, ice pack, bandage, rest, or basic first aid.

Both the Excelsior Springs Police Department and the Excelsior Springs School District realize that in a majority of cases, criminal charges will not be filed and arrests will not be made. However, the Excelsior Springs Police Department will consider filing charges, under special circumstances, as each incident will be reviewed on a case-by-case basis.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duty-authorized officers:



---

**Public Works****City Council 6/30/2025**

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

June 30, 2025

To: Mayor and City Council  
From: Chad Birdsong, Director of Public Works  
Re: Capital purchase of buses for Transportation from MODOT

We have been notified and approved for 4 new vehicles from MODOT as part of our 5339 Capital Assistance Grant Program. They consist of 2 new busses at \$105,567.00 each, and two minivans at \$73,590.00 each for a total of \$358,314.00 and all are wheelchair accessible. The federal share of this expenditure is 80% at \$286,651.00 and the city share is 20% at \$71,663.00 which was allocated and approved by Capital Improvements.

At this time, we would like to proceed with this purchase. The grant agreement is attached along with an ordinance for your consideration and approval.

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

Respectfully submitted,  
Chad Birdsong

1. ES - ord -modot - 5311. 2024-2025docx
2. 2025 bus purchase application for section 5339 assistance

**ORDINANCE NO. 25-06-05**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO APPLY FOR FEDERAL FINANCIAL ASSISTANCE ON BEHALF OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI AND TO EXECUTE ANY CONTRACT(S) RESULTING FROM SUCH APPLICATION FOR ANY GRANTS BETWEEN THE CITY OF EXCELSIOR SPRINGS, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR CAPITAL, OPERATING, AND/OR MARKETING ASSISTANCE, COMPRISED OF FEDERAL FUNDS TO BE EXPENDED FOR COMMISSION-APPROVED TRANSIT PROJECTS.**

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

**Section 1.** That the Mayor is hereby authorized to apply for federal financial assistance on behalf of the City of Excelsior Springs, Missouri and to execute any contract(s) resulting from such application for any grants between the City of Excelsior Springs, Missouri and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

**Section 2.** That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

**Section 3.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 30th day of June, 2025.

ATTEST:

\_\_\_\_\_  
Shannon Stroud, City Clerk

\_\_\_\_\_  
Mark D. Spohn, Mayor

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

## APPLICATION FOR SECTION 5339 ASSISTANCE

Date: 6/24/2025

Applicant's Name: City Of Excelsior Springs

Mailing Address: 201 East Broadway

Street Address (if different from mailing address):

City: Excelsior Springs

State: MO

Zip+4: 64024

Contact Person: Courtney Kennedy

Phone Number: 816-630-0754

Fax Number: 816-630-9528

E-Mail Address: ckennedy@excelsiorsprings.gov

County: Clay

U.S. Congressional District: 6th

UEI (Unique Entity Identifier) #: ULGJN7RRR9X8

Does applicant agency have a Title VI / Non-Discrimination Plan? ☒ yes ☐ no

If yes, Title VI/Nondiscrimination Plan approval date (mm/dd/yy): 4/1/2025

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low-income individuals. ☐ yes ☒ no

Potential riders/clients of our transportation service will be predominantly minority and/or low-income individuals. ☒ yes ☐ no

### General description of Project:

(additional pages may be attached but no more than 2 pages for attachment to the agreement)

\_\_\_\_\_  
Authroizing Official

## Capital Requests

**City of Excelsior Springs**

Original 06/5/2025

**Federal Funds available  
Grant**

[illegible]



Transportation Department  
201 E. Broadway  
Excelsior Springs, MO 64024

Phone: 816-630-0754  
Fax: 816-630-9528

**RE: Application for Section 5311 Assistance July 1, 2023 – June 30, 2025**

**General Description Project:**

Our system travels over 50,000 miles transporting 12,000 passengers annually. Our vehicles are ADA accessible, open to the general public for shopping, employment, medical, recreational and educational needs.

Our service operates a Fixed route with minor deviation 9:00 a.m. until 4:00 p.m. Drivers are available 5:00 a.m. for demand response service and Medicals to Dialysis Centers, Hospitals and Medical Clinics

Our services travel within the city limits of Excelsior Springs. During our peak hours four (4) vehicles are operating throughout the community. The City of Excelsior Springs employ one (1) full time Transportation Coordinator, two (2) full time and four (4) part time employees.

## CAPITAL PROJECT BUDGET

**PROJECT PERIOD:** October 1, 2024 - September 30, 2025

### CAPITAL PURCHASES

| Description                                                                                                                                                          | Total Estimated Cost | Federal Portion | Local Portion |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------|---------------|
| Purchase Two (2) Wide Body Cutaway, air condition, wheelchair lift equipped or ramp and One (1) Accessible MinVan Side Entry for replacement. One (1) for expansion. | \$358,314            | \$286,651       | \$71,663      |
| SUBTOTAL                                                                                                                                                             | \$358,314            |                 |               |
| Federal Share (80%)                                                                                                                                                  | \$286,651            |                 |               |
| Local Cash Share (20 %)                                                                                                                                              | \$71,663             |                 |               |
| TOTAL                                                                                                                                                                | \$358,314            |                 |               |

| ANNUAL EXPENSE REPORT MISSOURI STATE FISCAL YEAR |                    |             |            |             |                 |          |        |        |              |       |               |            |                       |             |             |
|--------------------------------------------------|--------------------|-------------|------------|-------------|-----------------|----------|--------|--------|--------------|-------|---------------|------------|-----------------------|-------------|-------------|
|                                                  | Operating Expenses | Fare Box    | Senior     | Medical     | Ride a Share BC | Car Wash | Riders | Miles  | Non Rev Mile | Hours | Non Rev Hours | City Share | Finance Reimbursement | FTA (GT)    | State (GU)  |
|                                                  | 2024-2025          |             |            |             |                 |          |        |        |              |       |               |            |                       |             |             |
| Jul-24                                           | \$24,258.24        | \$924.60    | \$700.00   | \$3,858.87  | \$112.00        | \$0.00   | 1,102  | 4,699  | 103          | 363   | 5             | \$0.00     | \$0.00                | \$9,618.04  | \$0.00      |
| Aug-24                                           | \$28,583.80        | \$939.05    | \$539.50   | \$3,968.73  | \$426.00        | \$0.00   | 1,101  | 4,389  | 150          | 353   | 9             | \$0.00     | \$0.00                | \$11,611.16 | \$0.00      |
| Sep-24                                           | \$24,740.32        | \$972.15    | \$786.50   | \$3,922.61  | \$702.00        | \$220.00 | 992    | 4,568  | 831          | 322   | 14            | \$0.00     | \$0.00                | \$9,324.73  | \$0.00      |
| Oct-24                                           | \$22,642.09        | \$1,025.85  | \$604.50   | \$4,231.03  | \$1,136.00      | \$0.00   | 1,085  | 4,392  | 127          | 338   | 7             | \$0.00     | \$0.00                | \$8,024.67  | \$0.00      |
| Nov-24                                           | \$23,125.95        | \$652.80    | \$513.50   | \$3,154.39  | \$454.00        | \$0.00   | 978    | 3,606  | 63           | 262   | 3             | \$0.00     | \$0.00                | \$9,175.63  | \$0.00      |
| Dec-24                                           | \$27,700.93        | \$936.70    | \$630.50   | \$3,979.15  | \$950.00        | \$160.00 | 1,170  | 4,046  | 33           | 319   | 8             | \$0.00     | \$0.00                | \$1,524.04  | \$18,774.32 |
| Jan-25                                           | \$27,134.51        | \$816.86    | \$702.00   | \$2,296.93  | \$354.00        | \$0.00   | 1,004  | 3,403  | 65           | 272   | 5             | \$0.00     | \$0.00                | \$11,482.36 | \$0.00      |
| Feb-25                                           | \$24,467.80        | \$884.20    | \$533.00   | \$2,797.87  | \$1,786.00      | \$0.00   | 858    | 3,115  | 0            | 240   | 0             | \$0.00     | \$0.00                | \$9,427.82  | \$0.00      |
| Mar-25                                           | \$23,751.05        | \$958.15    | \$403.00   | \$5,069.93  | \$422.00        | \$330.00 | 1,007  | 4,485  | 372          | 330   | 13            | \$0.00     | \$0.00                | \$8,478.44  | \$0.00      |
| Apr-25                                           | \$29,047.26        | \$1,063.60  | \$416.00   | \$3,202.07  | \$328.00        | \$0.00   | 1,164  | 4,465  | 137          | 369   | 8             | \$0.00     | \$0.00                | \$0.00      | \$0.00      |
| May-25                                           | \$30,151.80        | \$1,150.20  | \$806.00   | \$4,563.43  | \$480.00        | \$0.00   | 1,138  | 4,428  | 37           | 359   | 8             | \$0.00     | \$0.00                | \$0.00      | \$0.00      |
| Jun-25                                           | \$0.00             | \$0.00      | \$0.00     | \$0.00      | \$0.00          | \$0.00   | 0      |        | 0            | 0     | 0             | \$0.00     | \$0.00                | \$0.00      | \$0.00      |
|                                                  | \$285,603.75       | \$10,324.16 | \$6,634.50 | \$41,045.01 | \$7,150.00      | \$710.00 | 11,599 | 45,596 | 1,918        | 3,527 | 80            | \$0.00     | \$0.00                | \$0.00      | \$0.00      |
| TOTAL                                            |                    |             |            | \$10,324.16 |                 |          |        |        |              |       |               |            |                       |             |             |
| OPERATING                                        |                    |             |            | \$6,634.50  |                 |          |        |        |              |       |               |            |                       |             |             |
| expenses                                         |                    |             |            | \$41,045.01 |                 |          |        |        |              |       |               |            |                       |             |             |
| minus fares                                      | \$219,740.08       |             |            | \$7,150.00  |                 |          |        |        |              |       |               |            |                       |             |             |
|                                                  |                    |             |            | \$710.00    |                 |          |        |        |              |       |               |            |                       |             |             |
|                                                  |                    |             |            | \$65,863.67 |                 |          |        |        |              |       |               |            |                       |             |             |

TOTAL EXPENSE + TOTAL RIDER - EQUALS COST PER RIDE

TOTAL EXPENSE + TOTAL MILES - EQUALS COST PER RIDE

TOTAL EXPENSE + TOTAL HOURS - EQUALS COST PER HOUR

**FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES  
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

**Name of Applicant:** City of Excelsior Springs

The Applicant agrees to have **read and comply** with the applicable provisions of Categories 01-21 located in the following link:

<https://www.transit.dot.gov/funding/grants/grantee-resources/certifications-and-assurances/fy2024-annual-list-certifications-0>

| Category | Description                                                                                        | 5339 | (initial) |
|----------|----------------------------------------------------------------------------------------------------|------|-----------|
| 01.      | Standard Assurance                                                                                 | X    |           |
| 02.      | Public Transportation Agency Safety Plans                                                          | n/a  |           |
| 03.      | Tax Liability and Felony Convictions                                                               | X    |           |
| 04.      | Lobbying                                                                                           | X    |           |
| 05.      | Private Sector Protections                                                                         | X    |           |
| 06.      | Transit Asset management Plan                                                                      | X    |           |
| 07.      | Rolling Stock buy America Reviews and Bus Testing                                                  | n/a  |           |
| 08.      | Urbanized Area Formula Grant Program                                                               | n/a  |           |
| 09.      | Formula Grants for Rural Areas                                                                     | X    |           |
| 10.      | Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Improvement). | n/a  |           |
| 11.      | Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.      | X    |           |
| 12.      | Enhanced Mobility of Seniors and Individuals with Disabilities Programs.                           | n/a  |           |
| 13.      | State of Good Repair                                                                               | X    |           |
| 14.      | Infrastructure Finance Programs                                                                    | X    |           |
| 15.      | Alcohol and Controlled Substances Testing, if applicable                                           | X    |           |
| 16.      | Rail Safety Training and Oversight                                                                 | n/a  |           |
| 17.      | Demand Responsive Service                                                                          | X    |           |
| 18.      | Interest and Financing Cost                                                                        | X    |           |
| 19.      | Cybersecurity Certification for Rail, Rolling Stock and Operating                                  | n/a  |           |
| 20.      | Public Transportation on Indian Reservations Formula and Discretionary Program                     | X    |           |
| 21.      | Emergency Relief Program                                                                           | X    |           |

## FEDERAL TRANSIT ADMINISTRATION FEDERAL CLAUSES

(Signature page alternative to signing individual federal clauses)

Name of Applicant: City of Excelsior Springs

The Applicant agrees to comply with applicable requirements it has selected as shown on the following pages:

|                                                                    |                                     |
|--------------------------------------------------------------------|-------------------------------------|
| Incorporation of FTA Terms                                         | <input checked="" type="checkbox"/> |
| No Government Obligation to Third Parties                          | <input checked="" type="checkbox"/> |
| Program Fraud and False or Fraudulent Statements and Related Acts  | <input checked="" type="checkbox"/> |
| Notice to FTA and US DOT OIG                                       | <input checked="" type="checkbox"/> |
| Access to Records and Reports                                      | <input checked="" type="checkbox"/> |
| Federal Changes                                                    | <input checked="" type="checkbox"/> |
| Civil Rights (EEO, Title VI & ADA)                                 | <input checked="" type="checkbox"/> |
| Energy Conservation Requirements                                   | <input checked="" type="checkbox"/> |
| Prohibition on Certain Telecommunications                          | <input checked="" type="checkbox"/> |
| Disadvantaged Business Enterprise (DBEs)                           | <input checked="" type="checkbox"/> |
| Prompt Payment and Return of Retainage                             | <input checked="" type="checkbox"/> |
| Seat Belt Use and Distracted Driving                               | <input checked="" type="checkbox"/> |
| Fly America                                                        | <input checked="" type="checkbox"/> |
| Cargo Preference                                                   | <input checked="" type="checkbox"/> |
| Privacy Act- Freedom of Information                                | <input checked="" type="checkbox"/> |
| Solid Waste and Recycled Products                                  | <input checked="" type="checkbox"/> |
| Termination Provisions                                             | <input checked="" type="checkbox"/> |
| Trafficking in Persons                                             | <input checked="" type="checkbox"/> |
| Federal Tax Liability and Recent Felony Convictions                | <input checked="" type="checkbox"/> |
| Environmental Justice                                              | <input checked="" type="checkbox"/> |
| Government-wide Debarment and Suspension                           | <input checked="" type="checkbox"/> |
| Lobbying - >\$100,000                                              | <input checked="" type="checkbox"/> |
| Clean Water - >\$150,000                                           | <input checked="" type="checkbox"/> |
| Clean Air - >\$150,000                                             | <input checked="" type="checkbox"/> |
| Buy America - >\$150,000                                           | <input checked="" type="checkbox"/> |
| Resolution of Disputes, Breaches, or other Litigation - >\$250,000 | <input checked="" type="checkbox"/> |
| Contract Work Hours/ Safety Standards - >\$100,000                 | <input checked="" type="checkbox"/> |
| ADA Access                                                         | <input checked="" type="checkbox"/> |
|                                                                    | <input checked="" type="checkbox"/> |
|                                                                    | <input checked="" type="checkbox"/> |
|                                                                    | <input checked="" type="checkbox"/> |
|                                                                    | <input checked="" type="checkbox"/> |

By signing below, I declare the applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### **INCORPORATION OF FTA TERMS**

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of MoDOT's requests which would cause MoDOT to be in violation of the FTA terms and conditions.

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

MoDOT and subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to MoDOT, subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the contractor who will be subject to its provisions.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 to the extent the Federal Government deems appropriate.

The subrecipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

### **NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL**

If a current or prospective legal matter that may affect the Federal Government emerges, the subrecipient must promptly notify MoDOT.

The subrecipient must also promptly notify MoDOT, if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from MoDOT. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

This responsibility occurs whether the Project is subject to this Agreement or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or subcontractor of the Contractor.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the subrecipient. In this paragraph, “promptly” means to refer information without delay and without change.

The subrecipient must include an equivalent provision in its subcontracts at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

### **ACCESS TO RECORDS AND REPORTS**

The following access to records requirements apply to this Contract:

*Record Retention.* The subrecipient will retain and will require its contractors at all tiers to retain, complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

*Retention Period.* The subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. Subrecipient shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 3 years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

*Access to Records.* The subrecipient agrees to provide sufficient access to FTA, MoDOT, and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

*Access to the Sites of Performance.* Subrecipient agrees to permit FTA, MoDOT, and its contractors access to the sites of performance under this contract as reasonably may be required.

*Closeout.* The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

### **FEDERAL CHANGES**

Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to so comply shall constitute a material breach of this contract.

### **CIVIL RIGHTS REQUIREMENTS**

Under this Contract, the subrecipient shall at all times comply with the following requirements and shall include these requirements in each contract entered into as part hereof.

1. *Nondiscrimination in Federal Public Transportation Programs.* 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
2. *Prohibit discrimination against employment.* Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
3. *Nondiscrimination on the Basis of Sex.* Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," and 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
4. *Nondiscrimination on the Basis of Age.* The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40

and over on the basis of age.

5. *Federal Protections for Individuals with Disabilities.* The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The following equal employment opportunity requirements apply to this contract:

*Nondiscrimination.* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, the subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation and gender identity. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

*Age.* In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

*Disabilities.* In accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the subrecipient agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, and any implementing requirements FTA may issue. The subrecipient will also ensure that accessible facilities (including vehicles and buildings) and services are made

available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

The subrecipient agrees to include the requirements of this article in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

#### **ENERGY CONSERVATION REQUIREMENTS**

The subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO**

Prohibition on certain telecommunications and video surveillance services or equipment. (a) MoDOT and its subrecipients are prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE), PROMPT PAYMENT, RETURN OF RETAINAGE PAYMENTS**

The subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MoDOT deems appropriate, which may include, but is not limited to: Withholding monthly progress payments, assessing sanctions, liquidated damages; and/or disqualifying the subrecipient from future funding opportunities. Each third party contract the subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

*Prompt Payment.* The subrecipient agrees to ensure that each prime contractor agrees to pay each subcontractor under its contract for satisfactory performance of its subcontract no later than fifteen (15) days from the receipt of each payment the Contractor receives.

*Return Retainage Payments.* The subrecipient agrees further to ensure that the prime contractor returns retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontracts. The subrecipient must ensure that the prime contractor promptly notifies it, whenever a DBE subcontractor performing work related to the prime contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The subrecipient must ensure that a prime contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the subrecipient.

Finally, for contracts with defined DBE contract goals, the subrecipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the prime contractor obtains the subrecipient's written consent; and that, unless the subrecipient's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of MoDOT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

## **SEAT BELT USE AND DISTRACTED DRIVING**

The subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

The subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project, or when performing any work for or on behalf of the Project.

The subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The subrecipient agrees to include the preceding in its contracts at each tier, and encourage its contractors to comply with these provisions.

#### **FLY AMERICA REQUIREMENTS**

The subrecipient agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The subrecipient shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The subrecipient agrees to include the requirements of this section in all contracts that may involve international air transportation.

#### **CARGO PREFERENCE REQUIREMENTS**

The subrecipient agrees: to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MoDOT; and to include these requirements in all contracts issued pursuant to this contract when the contract may involve the transport of equipment, material, or commodities by ocean vessel.

### **PRIVACY ACT AND FREEDOM OF INFORMATION ACT**

The subrecipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

*Records.* The subrecipient agrees that all applications and materials it submits to MoDOT that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies. The subrecipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The subrecipient also agrees to include these requirements in each contract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **SOLID WASTE AND RECYCLED PRODUCTS**

The subrecipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements include procuring only items designated in guidelines that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **TERMINATION**

*Termination for Convenience:* MoDOT may terminate this contract, in whole or in part, at any time by written notice to the subrecipient when it is in its best interest. The subrecipient shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The subrecipient shall promptly submit its termination claim to MoDOT to be paid. If the subrecipient has any property in its possession belonging to MoDOT, the subrecipient will account for the same, and dispose of it in the manner MoDOT directs.

*Termination for Default:* MoDOT may, by written notice of default to the subrecipient, terminate the whole or any part of this contract if the subrecipient fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the subrecipient fails to perform any provision of the contract, in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as MoDOT may authorize in writing) after receipt of notice from MoDOT specifying such failure. If the contract is terminated in whole or in part for default, MoDOT may

procure, upon such terms and in such manner as MoDOT may deem appropriate, supplies or services similar to those so terminated. The subrecipient shall be liable to MoDOT for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

1. Upon termination of the contract, MoDOT shall pay only such costs that result from obligations which were properly incurred by the subrecipient or their contractor before the effective date of termination; and
2. Such costs as would be allowable if the contract were not terminated or expired normally at the end of the contract. Except with respect to defaults of contractors, the subrecipient shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the subrecipient. If the failure to perform is caused by the default of a contractor, and if such default arises out of causes beyond the control of both the subrecipient and contractor, and without the fault or negligence of either of them, the subrecipient shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the subrecipient to meet the required delivery schedule. Payment for completed supplies delivered to and accepted by MoDOT shall be at the contract price. MoDOT may withhold cash payments from amounts otherwise due the subrecipient to pay for goods and services deemed by MoDOT to be necessary to protect MoDOT against loss due to default by subrecipient or because of any lien or claim of lien.

MoDOT shall be entitled to take other remedies that may be legally available. If, after notice of termination of subrecipient's work pursuant to this contract, it is determined for any reason that the subrecipient was not in default, or that its default was excusable, or that MoDOT is not entitled to the remedies against subrecipient provided herein, then the subrecipient's remedies against MoDOT shall be the same as and limited to those afforded to the subrecipient set out in the section entitled "Disputes". In the event MoDOT elects to waive its remedies for any breach by the subrecipient of any covenant, term or condition of this contract, such waiver shall not preclude MoDOT from pursuing all available remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

*Opportunity to Cure:* MoDOT in its sole discretion may, in the case of a termination for breach or default, allow the subrecipient 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the subrecipient fails to remedy to MoDOT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the subrecipient of written notice from MoDOT setting forth the nature of said breach or default, MoDOT shall have the right to terminate the Contract without any further obligation to subrecipient. Any such termination for default shall not in any way operate to preclude MoDOT from also pursuing all available remedies against the subrecipient and its sureties for said breach or default. If it is later determined by MoDOT that the subrecipient had an excusable reason for

not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the subrecipient, MoDOT, after setting up a new delivery of performance schedule, may allow the subrecipient to continue work, or treat the termination as a termination for convenience.

### **TRAFFICKING IN PERSONS**

As required with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g) and OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per US OMB's direction.

The subrecipient agrees that it and its employees that participate in this award, may not:

Engage in severe forms of trafficking in persons during the period of time that MoDOT's Award is in effect, Procure a commercial sex act during the period of time that MoDOT's Award is in effect, or use forced labor in the performance of MoDOT's award or any subagreements thereunder.

The subrecipient must notify MoDOT and FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in Section 4(f)(4) of the FTA Master Agreement.

### **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

1. As required with Section 4 (g) of the FTA Master Agreement, the subrecipient by signing and submitting this agreement certifies as follows: Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.
3. If a prospective Third-Party Participant cannot so certify, the subrecipient agrees to refer the matter to MoDOT and not to enter into any Third-Party Agreement with the Third Party Participant without MoDOT's written approval.

The subrecipient will also include this flow-down requirement to all contractors at all lower tiers.

### **ENVIRONMENTAL JUSTICE**

In accordance with FTA Master Agreement, the subrecipient agrees to promote environmental justice by following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

#### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the subrecipient verifies that its principals, affiliates, and contractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Excluded or disqualified from participating in a covered transaction;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

For each third party contract expected to equal or exceed \$25,000, the subrecipient agrees to verify that the bidder is not excluded or disqualified by:

- Checking System for Award Management (SAM) Exclusions (at SAM.gov); or
- Collecting a certification; or
- Adding a clause or condition to the covered transaction

#### **LOBBYING**

Subrecipients who apply for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." The subrecipient and each of its contractors certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. A Certificate of Compliance will be required as part of the contract, if applicable. The subrecipient, its contractors, and each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MoDOT.

#### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The subrecipient agrees to report each violation to MoDOT and understands and agrees that MoDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The subrecipient also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **BUY AMERICA REQUIREMENTS**

The subrecipient agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

#### **RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by MoDOT's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the subrecipient mails or otherwise furnishes a written appeal to MoDOT's authorized representative. In connection with such appeal, the subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of MoDOT's authorized representative shall be binding upon the subrecipient and subrecipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

*Performance During Dispute.* Unless otherwise directed by MoDOT, subrecipient shall continue performance under this contract while matters in dispute are being resolved.

*Claims for Damages.* Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

*Remedies.* Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MoDOT and the subrecipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

*Rights and Remedies.* Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MoDOT or the subrecipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS**

This requirement applies to all FTA grant and cooperative agreement programs where applicable (see 40 U.S.C. § 3701), all contracts awarded by the subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. (See 2 C.F.R. Part 200, Appendix II). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No subrecipient or contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the subrecipient and any contractor responsible therefor shall be liable for the unpaid wages. In addition, such subrecipient and contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* MoDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the subrecipient or its contractor under any such contract or any other Federal contract of the subrecipient or with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the subrecipient or the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of the subrecipient or its contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The subrecipient or its contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

#### **ADA ACCESS NONDISCRIMINATION ON THE BASIS OF DISABILITY**

The subrecipient agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The subrecipient also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;

5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
12. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.



---

**Public Works****City Council 6/30/2025**

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

June 30, 2025

To: Mayor and City Council  
From: Chad Birdsong, Director of Public Works  
Re: Change order #1- Contract with All pro Asphalt -2025 Streetscape Project

The existing contract with All Pro Asphalt was for \$393,328.38. CO #1 has been prepared for an increase of \$336,477.62 and a new total of \$729,806.00. This includes adding Italian Way to the mill and overlay list with striping due to the extent of curb repairs needed and lower initial bids. We are also adding 594 linear feet of curb, and 412 yards of base repairs. A time extension to July 15th will also be given for all repairs except for the base repairs on Skyline and Prospect Street, as that deadline will remain June 27<sup>th</sup>, 2025.

Change order #1 is attached which shows these changes. A resolution has been prepared for your consideration and approval for change order #1.

If you have any questions, please don't hesitate to call me at 630-0755.

Sincerely,  
Chad Birdsong

1. ES - reso - CO1 - 2025 streetscape project
2. 0324142 ES BR Change Order 1

RESOLUTION NO. 1585

A RESOLUTION APPROVING 2025 STREETSCAPE PROJECT CHANGE ORDER  
NUMBER 1 WITH ALL PRO ASPHALT & MAINTENANCE, LLC

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

**Section 1.** That 2025 Streetscape Project Change Order Number 1 with All Pro Asphalt & Maintenance, LLC, a copy of which is attached hereto and incorporated herein, is hereby accepted and approved, and the Mayor 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.** That this Resolution shall be in full force and effect from and after the date of its passage and approval.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 30th day of June, 2025.

ATTEST:

\_\_\_\_\_  
Mark D. Spohn, Mayor

\_\_\_\_\_  
Shannon Stroud, City Clerk

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

|                                                                                   |                                                                                      |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Date of Issuance: 6/16//2025                                                      | Effective Date: 6/16/2025                                                            |
| Owner: City of Excelsior Springs                                                  | Owner's Contract No.:                                                                |
| Contractor: All Pro Asphalt                                                       | Contractor's Project No.:                                                            |
| Engineer: Lamp Rynearson                                                          | Engineer's Project No.: 0324142.01                                                   |
| Project: 2025 Street Maintenance – Base<br>Repair and Curb Replacement<br>Project | Contract Name: 2025 Street Maintenance – Base<br>Repair and Curb Replacement Project |

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

**Description:**

Adding Italian Way from 69 Hwy to county line - 2 inch mill and overlay with pavement marking restoration into the project.

Added 594 linear feet of curb and gutter to the project.

Added 412 square yards of base repairs to the project.

Additional base repairs and curb repairs on existing project streets to use the remaining 2025 street maintenance budget.

A time extension to July 15, 2025, for all work except the base repairs on Skyline Road and Prospect Street will remain as a deadline of June 27, 2025.

| <b>CHANGE IN CONTRACT PRICE</b>                                                                  | <b>CHANGE IN CONTRACT TIMES</b><br><i>[note changes in Milestones if applicable]</i>                                                                              |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price: \$393,328.38                                                            | Original Contract Times:<br>Substantial Completion:<br>Ready for Final Payment: June 27, 2025                                                                     |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br><br>\$ _____ | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days       |
| Contract Price prior to this Change Order:<br><br>\$ <u>393,328.38</u>                           | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: <u>June 27, 2025</u><br>days or dates                     |
| [Increase] [Decrease] of this Change Order:<br><br>\$ <u>336,477.62</u>                          | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: <u>June 27, 2025</u><br>Ready for Final Payment: <u>July 15, 2025</u><br>days or dates     |
| Contract Price incorporating this Change Order:<br><br>\$ <u>729,806.00</u>                      | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>June 27, 2025</u><br>Ready for Final Payment: <u>July 15, 2025</u><br>days or dates |

**RECOMMENDED:**

**ACCEPTED:**

**ACCEPTED:**

|                                     |                                           |                                      |
|-------------------------------------|-------------------------------------------|--------------------------------------|
| By: _____<br>Engineer (if required) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized) |
| Title: _____                        | Title: _____                              | Title: _____                         |
| Date: _____                         | Date: _____                               | Date: _____                          |



---

**Public Works****City Council 6/30/2025**

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

June 30, 2025

To: Mayor and City Council  
From: Chad Birdsong, Public Works Director  
Re: Temporary month to month extension for contract with Allied Waste

As you know, the current contract with Allied Waste ends on June 30<sup>th</sup>, 2025. We are still in negotiations on a contract extension for pricing with them. Since that is not complete, we have a temporary month-to month continuation agreement with Allied that would extend the contract at the current 3.5% increase until negotiations are complete up to 90 days.

An acknowledge letter to Allied is attached as well as a resolution for approval.

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

Chad Birdsong,  
Public Works Department

1. ES - reso and MOU - month to month
2. Scanned\_from\_a\_Lexmark\_Multifunction\_Product06-25-2025-194454

RESOLUTION NO. 1586

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TEMPORARY MONTH-TO-MONTH CONTINUATION AGREEMENT WITH ALLIED SERVICES, LLC D/B/A REPUBLIC SERVICES OF KANSAS CITY FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES.

**WHEREAS**, the City of and Allied Services LLC d/b/a Republic Services of Kansas City (“Contractor”) entered into a Contract (the “Contract”) with an initial term beginning on July 1, 2020, and ending on June 30, 2025; and

**WHEREAS**, the parties wish to avoid interruption of service while negotiations for a new long-term agreement continue; and

**WHEREAS**, a Letter Agreement (attached hereto) sets forth the mutually acceptable terms for Republic Services to continue service on a month-to-month basis effective July 1, 2025.

**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 and adopts the Letter Agreement attached hereto, and that Letter Agreement is incorporated herein by reference as if fully set forth, and the City Manager is authorized to sign it 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 30th DAY OF June, 2025.

\_\_\_\_\_  
Mark D. Spohn, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Stroud, City Clerk

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

[City Letterhead]

June 30, 2025

Ms. Lillian Kinard  
Manager, Municipal Sales  
Republic Services  
5645 Moreau River Access Rd  
Jefferson City, MO 65101  
Email: [kinard@republicservices.com](mailto:kinard@republicservices.com)

RE: Temporary Month-to-Month Continuation of Services – Republic Services  
Contract

Dear Ms. Kinard,

The City of Excelsior Springs acknowledges and appreciates Republic Services' willingness to continue providing solid waste and recycling collection services following the scheduled expiration of the current contract on June 30, 2025.

This letter confirms that, effective July 1, 2025, the City and Republic Services agree to continue services on a month-to-month basis, subject to the following terms:

1. Rates: Beginning July 1, 2025, the service rates shall increase by 3.5% over the rates in effect as of June 30, 2025.
2. Termination: Either party may terminate this month-to-month arrangement by providing at least sixty (60) days' written notice to the other party.
3. Ongoing Negotiations: The parties agree to continue negotiating in good faith toward a new long-term agreement. Upon execution of such an agreement, this month-to-month arrangement, including the 60-day termination provision, shall automatically terminate.
4. Existing Contract Terms: Except as expressly modified herein, all other terms and conditions of the existing contract between the parties dated July 1, 2020, shall remain in full force and effect during the term of this month-to-month arrangement.

Please confirm your acceptance of the foregoing by signing below and returning a copy to the City.

Sincerely,

---

Molly McGovern, City Manager

**Acknowledged and Agreed:**

Allied Services, LLC d/b/a Republic Services of Kansas City

By: \_\_\_\_\_

Name: Lillian Kinard

Title: Manager, Municipal Sales

Date: \_\_\_\_\_



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

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

June 30, 2025

Ms. Lillian Kinard  
Manager, Municipal Sales  
Republic Services  
5645 Moreau River Access Rd  
Jefferson City, MO 65101  
Email: [kinard@republicservices.com](mailto:kinard@republicservices.com)

RE: Temporary month to month Continuation of Services – Republic Services Contract

Dear Ms. Kinard,

The City of Excelsior Springs acknowledges and appreciates Republic Services' willingness to continue providing solid waste and recycling collection services following the scheduled expiration of the current contract on June 30, 2025.

This letter confirms that, effective July 1, 2025, the City and Republic Services agree to continue services on a month-to-month basis, subject to the following terms:

1. Rates: Beginning July 1, 2025, the service rates shall increase by 3.5% over the rates in effect as of June 30, 2025.
2. Termination: Either party may terminate this month-to-month arrangement by providing at least sixty (60) days' written notice to the other party.
3. Ongoing Negotiations: The parties agree to continue negotiating in good faith toward a new long-term agreement. Upon execution of such an agreement, this month-to-month arrangement, including the 60-day termination provision, shall automatically terminate.
4. Existing Contract Terms: Except as expressly modified herein, all other terms and conditions of the existing contract between the parties dated July 1, 2020, shall remain in full force and effect during the term of this month-to-month arrangement.



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

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

Please confirm your acceptance of the foregoing by signing below and returning a copy to the City.

Sincerely,

\_\_\_\_\_  
Molly McGovern, City Manager

**Acknowledged and Agreed:**

Allied Services, LLC d/b/a Republic Services of Kansas City

By: *Mark J. London* On behalf of David Baker

Name: David Baker

Title: General Manager

Date: 06/25/2025



---

**City Manager's Office  
City Council 6/30/2025**

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

**City Manager  
Council Meeting June 30, 2025**

Re: Consideration of Insurance Coverage Renewal – Resolution

Attached is our proposal for renewal for the July 1, 2025 – June 30, 2026 coverage year. *In March Travelers advised us that they would be increasing our premiums by over 25% at renewal because of the City's loss experience over the past three years, especially on the Workers Compensation.*

*As a result, our broker, Acrisure solicited competitive alternatives from MOPERM (for the Liability, as they are already writing the Property), MPR (who the City was with for many years prior to Travelers), and Missouri Employers Mutual (for Workers Compensation only). The proposals came in for Options 1, 2 & 3, and Acrisure initially recommended MPR as the best alternative with the lowest cost. After a lengthy process with MPR and the lack of time given to the city to approve the findings, Option 4 is the one selected and bound.*

Molly McGovern  
City Manager

1. ES - reso - insurance renewal
2. Insurance Letter for 7-1-2025 Renewal of Property and Casualty
3. Excelsior Springs P&C Program Renewal 7.1.25
4. Excelsior Springs Loss Summary 5.2025

**RESOLUTION NO. 1587**

**A RESOLUTION APPROVING THE PURCHASE OF WORKERS' COMPENSATION,  
PROPERTY, AND LIABILITY INSURANCE**

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

**Section 1.** That the acquisition of such workers' compensation, property, and liability insurance for the period beginning July 1, 2025, in accordance with the attached proposal is hereby approved and authorized.

**Section 2.** That the Mayor, City Manager, City Clerk, or either of their designees, 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.** 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 30th DAY OF JUNE, 2025.

ATTEST:

\_\_\_\_\_  
Mark D. Spohn, Mayor

\_\_\_\_\_  
Shannon Stroud, City Clerk

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager



Office of the City Manager  
201 East Broadway  
Excelsior Springs, MO 64024

Phone: (816) 630-0752  
Fax: (816) 630-4424  
www.cityofesmo.com

June 25, 2025

Dear Mayor and City Council,

In March Travelers advised us that they would be increasing our premiums by over 25% at renewal because of the City's loss experience over the past three years, especially on the Workers Compensation. As a result, our broker, Acrisure solicited competitive alternatives from MOPERM (for the Liability, as they are already writing the Property), MPR (who the City was with for many years prior to Travelers), and Missouri Employers Mutual (for Workers Compensation only).

MOPERM doesn't offer Workers Compensation, and MPR declined to quote that part, so MeM's WC was paired with MOPERM and MPR.

The proposals came in for Options 1, 2 & 3, and Acrisure initially recommended MPR as the best alternative with the lowest cost. However, MPR doesn't offer Prior Acts coverage (which would create a reporting coverage gap for Law Enforcement Liability and Employment Practices Liability), only provided \$2,500,000 vs \$10,000,000 of Flood and Earthquake coverage (requiring the purchase of a supplemental \$7,500,000 of each to match existing limits of \$10,000,000) and contained a \$25,000 vs \$5,000 Wind and Hail deductible. Most importantly, MPR advised on Monday that the City had to make a decision by Tuesday, which was creating undue and unprofessional pressure being applied to the City. Acrisure requested (and was denied) a 2-3 day extension, and advised them that we were expecting the MeM WC proposal by Tuesday afternoon, which would only give the City a couple of hours to make a decision. As a result, Acrisure then asked Travelers if they would be willing to write the Liability without the Workers Compensation, expecting that if they said yes, the premiums for the remainder of the program would increase. When they agreed, and kept the other lines the same, Acrisure proposed Option 4, which is almost as inexpensive as Option 3 with MPR, but maintains continuity of existing coverage and limits with a much more stable insurance company vs. the MPR pool. Below is a summary of the options, with Option 4 being the one selected and bound:

| Current          | OPTION 1         | OPTION 2    | OPTION 3    | OPTION 4        |
|------------------|------------------|-------------|-------------|-----------------|
| Travelers/MOPERM | Travelers/MOPERM | MOPERM/MeM  | MPR/MeM     | Trav/MOPERM/MeM |
| \$967,031        | \$1,185,549      | \$1,192,208 | \$1,112,142 | \$1,124,802     |
|                  | 22.6%            | 23.3%       | 15.0%       | 16.3%           |



---

**Office of the City Manager**  
201 East Broadway  
Excelsior Springs, MO 64024

Phone: (816) 630-0752  
Fax: (816) 630-4424  
[www.cityofesmo.com](http://www.cityofesmo.com)

# City of Excelsior Springs, Missouri

## Property & Casualty Program

July 1, 2025 to July 1, 2026

|                                             | Current Program         | Proposed Renewal                                                         | Alternative 1               | Alternative 2                                     | BOUND<br>Alternative 3  |
|---------------------------------------------|-------------------------|--------------------------------------------------------------------------|-----------------------------|---------------------------------------------------|-------------------------|
| Insurance Company                           | Travelers               | Travelers                                                                | MOPERM                      | MPR                                               | Travelers               |
| AM Best's Financial Strength Rating         | A++ / XV                | A++ / XV                                                                 | NA                          | NA                                                | A++ / XV                |
| <b>General Liability</b>                    | <b>\$113,054</b>        | <b>\$130,146</b> 15%                                                     | <b>\$223,233</b>            | <b>\$260,759</b>                                  | <b>\$130,146</b>        |
| General Limit of Liability                  | \$1,000,000             | \$1,000,000                                                              | \$3,448,710                 | \$5,000,000                                       | \$1,000,000             |
| Law Enforcement Liability                   | \$2,000,000             | \$2,000,000                                                              | \$2,000,000                 | \$5,000,000                                       | \$2,000,000             |
| Public Officials Liability                  | \$2,000,000             | \$2,000,000                                                              | \$2,000,000                 | \$5,000,000                                       | \$2,000,000             |
| Employment Practices Liability              | \$2,000,000             | \$2,000,000                                                              | \$3,448,710                 | \$5,000,000                                       | \$2,000,000             |
| Sewer Liability                             | \$1,000,000             | \$1,000,000                                                              | \$3,448,710                 | \$5,000,000                                       | \$1,000,000             |
| Sewage Backup Liability                     | \$500,000               | \$500,000                                                                | \$3,448,710                 | \$5,000,000                                       | \$500,000               |
| Dam Liability                               | \$1,000,000             | \$1,000,000                                                              | \$3,448,710                 | <i>Excluded</i>                                   | \$1,000,000             |
| Deductibles                                 |                         |                                                                          |                             |                                                   |                         |
| Law Enforcement                             | \$25,000                | \$25,000                                                                 | \$25,000                    | <i>\$10,000</i>                                   | \$25,000                |
| Public Officials                            | \$5,000                 | \$5,000                                                                  | \$5,000                     | \$5,000                                           | \$5,000                 |
| Employment Practices Liability              | \$5,000                 | \$10,000                                                                 | \$5,000                     | \$5,000                                           | \$10,000                |
| Sewer Liability                             | \$2,500                 | \$2,500                                                                  | \$5,000                     | \$5,000                                           | \$2,500                 |
| Employee Benefit Liability                  | \$1,000                 | \$1,000                                                                  | \$1,000                     | \$5,000                                           | \$1,000                 |
| All Other                                   | \$2,500                 | \$2,500                                                                  | \$5,000                     | \$5,000                                           | \$2,500                 |
| <b>Auto Liability &amp; Physical Damage</b> | <b>\$114,846</b>        | <b>\$144,743</b> 26%                                                     | <b>\$107,003</b>            | <b>Included</b>                                   | <b>\$144,743</b>        |
| Combined Single Limit (BI & PD)             | \$1,000,000             | \$3,000,000                                                              | \$3,448,710                 | \$5,000,000                                       | \$3,000,000             |
| UM/UIM                                      | \$1,000,000             | \$1,000,000                                                              | \$100,000                   | \$100,000                                         | \$1,000,000             |
| Deductibles                                 |                         |                                                                          |                             |                                                   |                         |
| Liability                                   | None                    | None                                                                     | <i>\$5,000</i>              | \$2,500                                           | None                    |
| Physical Damage                             | \$2,500/\$5,000         | \$2,500/\$5,000                                                          | <i>\$1,000</i>              | \$2,500                                           | \$2,500/\$5,000         |
| <b>Property (MOPERM)</b>                    | <b>\$292,707</b>        | <b>\$324,388</b> 11%                                                     | <b>\$324,388</b>            | <b>\$298,503</b>                                  | <b>\$324,388</b>        |
| All Risk                                    | \$92,842,901            | \$92,759,665                                                             | \$92,759,665                | \$88,040,325                                      | \$92,759,665            |
| Earthquake                                  | \$10,000,000            | \$10,000,000                                                             | \$10,000,000                | <i>\$2,500,000</i>                                | \$10,000,000            |
| Flood                                       | \$10,000,000            | \$10,000,000                                                             | \$10,000,000                | <i>\$2,500,000</i>                                | \$10,000,000            |
| Business Interruption                       | \$1,000,000             | \$1,000,000                                                              | \$1,000,000                 | \$1,000,000                                       | \$1,000,000             |
| Deductibles                                 |                         |                                                                          |                             |                                                   |                         |
| Earthquake                                  | \$25,000/\$50,000       | \$25,000/\$50,000                                                        | \$25,000/\$50,000           | \$50,000                                          | \$25,000/\$50,000       |
| Flood                                       | \$25,000/\$50,000       | \$25,000/\$50,000                                                        | \$25,000/\$50,000           | \$50,000                                          | \$25,000/\$50,000       |
| Wind/Hail                                   | \$5,000                 | \$5,000                                                                  | \$5,000                     | <i>\$25,000</i>                                   | \$5,000                 |
| Contractors Equipment                       | \$5,000                 | \$5,000                                                                  | \$5,000                     | \$5,000                                           | \$5,000                 |
| All Other                                   | \$5,000                 | \$5,000                                                                  | \$5,000                     | \$5,000                                           | \$5,000                 |
| <b>Crime</b>                                | <b>\$1,600</b>          | <b>\$1,595</b>                                                           | <b>\$1,595</b>              | <b>Included</b>                                   | <b>\$1,595</b>          |
| Limit of Liability                          | \$1,000,000             | \$1,000,000                                                              | \$1,000,000                 | <i>\$500,000</i>                                  | \$1,000,000             |
| Deductible                                  | \$2,500                 | \$2,500                                                                  | \$2,500                     | <b>\$5,000</b>                                    | \$2,500                 |
| <b>Workers Compensation</b>                 | <b>\$398,347</b>        | <b>\$527,018</b> 32%                                                     | <b>\$466,271</b>            | <b>\$466,271</b>                                  | <b>\$466,271</b>        |
| Payroll                                     | <i>\$9,129,796</i>      | <i>\$9,507,941</i> 4%                                                    | <i>\$9,507,941</i>          | <i>\$9,507,941</i>                                | <i>\$9,507,941</i>      |
| WC/EL Limits of Liability                   | <i>Statutory/\$1Mil</i> | <i>Statutory/\$1Mil</i>                                                  | <i>Statutory/\$1Mil</i>     | <i>Statutory/\$1Mil</i>                           | <i>Statutory/\$1Mil</i> |
| Deductible                                  | <i>None</i>             | <i>None</i>                                                              | <i>None</i>                 | <i>None</i>                                       | <i>None</i>             |
| <b>Excess Umbrella Liability</b>            | <b>\$35,831</b>         | <b>\$46,050</b> 29%                                                      | <b>NA</b>                   | <b>NA</b>                                         | <b>\$46,050</b>         |
| Limit of Liability                          | \$5,000,000             | \$5,000,000                                                              |                             |                                                   | \$5,000,000             |
| Self-Insured Retention                      | \$10,000                | \$10,000                                                                 |                             |                                                   | \$10,000                |
| <b>Cyber Liability</b>                      | <b>\$10,646</b>         | <b>\$11,609</b>                                                          | <b>\$11,609</b>             | <b>\$11,609</b>                                   | <b>\$11,609</b>         |
| Insurer                                     | Lloyd's                 | Lloyd's                                                                  | Lloyd's                     | Lloyd's                                           | Lloyd's                 |
| Limit of Liability                          | \$2,000,000             | \$2,000,000                                                              | \$2,000,000                 | \$2,000,000                                       | \$2,000,000             |
| Deductible                                  | \$2,500                 | \$2,500                                                                  | \$2,500                     | \$2,500                                           | \$2,500                 |
| <b>Total Annual Cost</b>                    | <b>\$967,031</b>        | <b>\$1,185,549</b> 23%                                                   | <b>\$1,134,099</b> 17%      | <b>\$1,037,142</b> 7%                             | <b>\$1,124,802</b> 16%  |
|                                             |                         | <i>EPL &amp; POE&amp;O - 3Yr Prior Acts<br/>Epidemiological Coverage</i> | <i>\$51,577<br/>\$6,532</i> | <i>\$75,000 Excess Flood<br/>&amp; Earthquake</i> |                         |
|                                             |                         | <b>TOTAL</b>                                                             | <b>\$1,192,208</b>          | <b>\$1,112,142</b> 15%                            |                         |

# The City of Excelsior Springs, MO

## Property & Casualty Loss Summary

May 2025

### All Risk Property & Inland Marine

| Insurer   | Policy Period           | No. of Claims | Paid      | Outstanding | Gross Incurred | Net Incurred |        |
|-----------|-------------------------|---------------|-----------|-------------|----------------|--------------|--------|
| MPR       | 07/01/2017 - 06/30/2018 | 4             | \$2,535   | \$0         | \$2,535        | \$2,535      | Apr-24 |
| MPR       | 07/01/2018 - 06/30/2019 | 3             | \$30,616  | \$0         | \$30,616       | \$30,616     | Apr-24 |
| MPR       | 07/01/2019 - 06/30/2020 | 1             | \$0       | \$0         | \$0            | \$0          | May-25 |
| MPR       | 07/01/2020 - 06/30/2021 | 5             | \$55,776  | \$0         | \$55,776       | \$55,776     | May-25 |
| MPR       | 07/01/2021 - 06/30/2022 | 0             | \$0       | \$0         | \$0            | \$0          | May-25 |
| Travelers | 07/01/22 - 23           | 4             | \$100,687 | \$0         | \$100,687      | \$100,687    | May-25 |
| Travelers | 07/01/23 - 24           | 2             | \$122,161 | \$0         | \$122,161      | \$122,161    | May-25 |
| MOPERM    | 07/01/24 - 25           | 0             | \$0       | \$0         | \$0            | \$0          | Sep-24 |
| Average   |                         | 2             |           |             |                | \$38,972     |        |

### General Liability (Incl Law Enforcement, EPL & Sewer)

| Insurer   | Policy Period           | No. of Claims | Paid        | Outstanding | Gross Incurred | Net Incurred |        |
|-----------|-------------------------|---------------|-------------|-------------|----------------|--------------|--------|
| MPR       | 07/01/2016 - 06/30/2017 | 8             | \$41,453    | \$0         | \$41,453       | \$41,453     | Apr-24 |
| MPR       | 07/01/2017 - 06/30/2018 | 10            | \$101,720   | \$0         | \$101,720      | \$101,720    | Apr-24 |
| MPR       | 07/01/2018 - 06/30/2019 | 8             | \$158       | \$0         | \$158          | \$158        | Apr-24 |
| MPR       | 07/01/2019 - 06/30/2020 | 3             | \$7,716     | \$0         | \$7,716        | \$7,716      | May-25 |
| MPR       | 07/01/2020 - 06/30/2021 | 6             | \$22,756    | \$12,082    | \$34,838       | \$34,838     | May-25 |
| MPR       | 07/01/2021 - 06/30/2022 | 7             | \$2,334,602 | \$0         | \$2,334,602    | \$2,084,602  | May-25 |
| Travelers | 07/01/22 - 23           | 10            | \$50        | \$0         | \$50           | \$50         | May-25 |
| Travelers | 07/01/23 - 24           | 5             | \$11,540    | \$0         | \$11,540       | \$11,540     | May-25 |
| Travelers | 07/01/24 - 25           | 5             | \$0         | \$0         | \$0            | \$0          | May-25 |
| Average   |                         | 7             |             |             |                | \$253,564    |        |

### Auto Liability & Physical Damage

| Insurer   | Policy Period           | No. of Claims | Paid      | Outstanding | Gross Incurred | Net Incurred |        |
|-----------|-------------------------|---------------|-----------|-------------|----------------|--------------|--------|
| MPR       | 07/01/2016 - 06/30/2017 | 5             | \$204,605 | \$0         | \$204,605      | \$201,855    | Apr-24 |
| MPR       | 07/01/2017 - 06/30/2018 | 6             | \$47,111  | \$0         | \$47,111       | \$43,953     | Apr-24 |
| MPR       | 07/01/2018 - 06/30/2019 | 3             | \$8,666   | \$0         | \$8,666        | \$8,297      | Apr-24 |
| MPR       | 07/01/2019 - 06/30/2020 | 7             | \$32,495  | \$0         | \$32,495       | \$32,495     | May-25 |
| MPR       | 07/01/2020 - 06/30/2021 | 3             | \$50,572  | \$0         | \$50,572       | \$45,030     | May-25 |
| MPR       | 07/01/2021 - 06/30/2022 | 2             | \$3,668   | \$0         | \$3,668        | \$3,668      | May-25 |
| Travelers | 07/01/22 - 23           | 4             | \$4,204   | \$0         | \$4,204        | \$4,204      | May-25 |
| Travelers | 07/01/23 - 24           | 7             | \$113,439 | \$1,000     | \$114,439      | \$114,439    | May-25 |
| Travelers | 07/01/24 - 25           | 1             | \$28,528  | \$0         | \$28,528       | \$28,528     | May-25 |
| Average   |                         | 4             |           |             |                | \$53,608     |        |

### Workers Compensation

| Insurer   | Policy Period           | No. of Claims | Paid      | Outstanding | Gross Incurred | Net Incurred |        |
|-----------|-------------------------|---------------|-----------|-------------|----------------|--------------|--------|
| MPR       | 07/01/2016 - 06/30/2017 | 17            | \$37,294  | \$0         | \$37,294       | \$37,294     | Jun-23 |
| MPR       | 07/01/2017 - 06/30/2018 | 24            | \$51,159  | \$0         | \$51,159       | \$49,639     | Jun-23 |
| MPR       | 07/01/2018 - 06/30/2019 | 23            | \$49,443  | \$0         | \$49,443       | \$47,174     | Apr-24 |
| MPR       | 07/01/2019 - 06/30/2020 | 14            | \$125,200 | \$0         | \$125,200      | \$125,200    | May-25 |
| MPR       | 07/01/2020 - 06/30/2021 | 7             | \$77,979  | \$0         | \$77,979       | \$72,008     | May-25 |
| MPR       | 07/01/2021 - 06/30/2022 | 19            | \$16,379  | \$0         | \$16,379       | \$16,379     | May-25 |
| Travelers | 07/01/22 - 23           | 20            | \$369,494 | \$110,780   | \$480,274      | \$480,274    | May-25 |
| Travelers | 07/01/23 - 24           | 23            | \$280,248 | \$125,051   | \$405,299      | \$405,299    | May-25 |
| Travelers | 07/01/24 - 25           | 10            | \$7,102   | \$3,040     | \$10,142       | \$10,142     | May-25 |
| Average   |                         | 17            |           |             |                | \$138,156    |        |



---

**City Manager's Office**  
**City Council 6/30/2025**

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

Regarding the appointment of Board and Commission members, Mayor Spohn plans to make the following appointment by Resolution at the Special City Council Meeting on Monday, June 30, 2025 at 6:00pm in the Council Chambers. Appointments are subject to Council approval:

NAME: Whitney Sparks  
BOARD: Planning & Zoning Commission  
HISTORY: Member appointed until 9/30/28 (completing term of Julia Goldstein)

A motion and vote is necessary to approve the appointment.

Respectfully submitted,  
Molly McGovern, City Manager

1. RESOLUTION - Whitney Sparks Appointed to P&Z

**RESOLUTION NO. 1588**

**A RESOLUTION APPOINTING WHITNEY SPARKS  
TO THE PLANNING AND ZONING COMMISSION.**

**WHEREAS**, on June 30, 2025, the City Council of the City of Excelsior Springs, Missouri (the “City”) appoints Board and Commission Representative Whitney Sparks to the Planning and Zoning Commission.

**BE IT RESOLVED**, that after June 30, 2025, the Mayor and members of the Excelsior Springs City Council will observe the appointment of Whitney Sparks to the Planning and Zoning Commission.

THIS RESOLUTION PASSED AND APPROVED THIS 30<sup>th</sup> DAY OF JUNE, 2025.

APPROVED:

\_\_\_\_\_  
Mark D. Spohn, Mayor

\_\_\_\_\_  
Shannon Stroud, City Clerk

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager