

NOTICE OF OPEN MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, January 5, 2026** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

The tentative agenda of this meeting is as follows.

**City Council
City of Excelsior Springs**

A G E N D A



City Council Meeting
6:00 PM
Monday, January 5, 2026
Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs MO

CALL TO ORDER

Opening

Pledge of Allegiance

Roll Call

Visitors

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

Minutes of the Regular City Council Meeting of December 15, 2025

CONSIDERATION OF AGENDA

1. Consideration of Amendment to Schedule of Fees Regarding the Fire Training Facility - Ordinance No. 26-01-01
2. Consideration of Agreement with Clay County Senior Services for Meals and a Visit Program - Ordinance No. 26-01-02
3. Consideration of Engineering Services Task Order for Water Treatment Plant's Lime Slaker Replacement Project - Resolution No. 1630
4. Consideration of Consulting Services Agreement with Planning 2 Preserve, LLC - Resolution No. 1631

5. Consideration of Liquor License Approval for New Ownership of Y Liquor - Simple Motion

6. Consideration of Upfitting Purchase for 2026 Ford Police Interceptor - Resolution No. 1632

7. Consideration of New Agreement for Use of Police Shooting Range with Outside Agencies - Resolution No. 1633

8. Consideration of the Destruction of Specified Police Records - Resolution No. 1634

9. Consideration of Purchase Agreement with Axon Enterprise for Body Worn Cameras and Dash Cameras - Resolution No. 1635

10. Consideration of Adjusting the Schedule of Fees for Animal Control - Ordinance No. 26-01-03

11. Consideration of Amendment to Nuisances, Chapter 235.140-235.146 - Ordinance No. 26-01-04

Remarks - City Manager

Remarks - City Council

Remarks - Mayor

Motion to Close the Meeting Pursuant to Section 610.021.1, RSMo.

Adjourn

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

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

Date and Time of Posting: Wednesday, December 31, 2025 at 3:45pm

CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
December 15, 2025

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 PM, on Monday, December 15, 2025 in the Council Chambers of the Hall of Waters Building.

The opening was led by Pastor James Wesley of the Main Street Baptist Church.

The Pledge of Allegiance was led by Mayor Spohn.

The meeting was called to order by Mayor Spohn.

Roll Call of Members: Present: Mayor Mark Spohn, Mayor Pro-Tem 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 DECEMBER 8, 2025 AT 5:00PM:

Councilman Spear made a motion to approve the minutes of the Special City Council Meeting of December 8, 2025 at 5:00pm. Motion was seconded by Mayor Pro-Tem St. John. All in favor; motion carried.

Minutes of the Special City Council Meeting of December 8, 2025 at 5:00pm passed and approved December 15, 2025.

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF DECEMBER 8, 2025 AT 5:30PM:

Councilman Renne made a motion to approve the minutes of the Special City Council Meeting of December 8, 2025 at 5:30pm. Motion was seconded by Councilman Spear. All in favor; motion carried.

Minutes of the Special City Council Meeting of December 8, 2025 at 5:30pm passed and approved December 15, 2025.

CONSIDERATION OF AGENDA:

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

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

 Nays: None, motion carried.

The agenda passed and approved December 15, 2025.

ORDINANCE NO. 25-11-07, CONSIDERATION OF ADDING CHAPTER 171 OF THE MUNICIPAL CODE RELATING TO THE PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE (PREVIOUSLY TABLED):

Mayor Spohn read by title Ordinance No. 25-11-07.

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

Councilman Spear raised questions regarding the split of 60% to the Fire Department and 40% to the Police Department. All questions were answered.

Councilman McGovern made a motion to place Ordinance No. 25-11-07 adding Chapter 171 of the City Code of the City of Excelsior Springs, Missouri relating to the Public Safety Sales Tax Oversight Committee on second reading. Motion was seconded by Mayor Pro-Tem St. John.

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

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-11-07.

Councilman Renne made a motion to approve Ordinance No. 25-11-07 adding Chapter 171 of the City Code of the City of Excelsior Springs, Missouri relating to the Public Safety Sales Tax Oversight Committee. Motion was seconded by Councilman McGovern.

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

Nays: Spear, motion carried.

Ordinance No. 25-11-07 passed and approved December 15, 2025.

ORDINANCE NO. 25-12-04, CONSIDERATION OF APPROVING A FIRST AMENDMENT TO SITE AGREEMENT WITH SBA TOWERS II LLC REGARDING THE WIRELESS COMMUNICATIONS SITE LOCATED AT 781 S. KANSAS CITY AVE.

Mayor Spohn read by title Ordinance No. 25-12-04.

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

Councilman Spear made a motion to place Ordinance No. 25-12-04 approving a first amendment to site agreement with SBA Towers II LLC regarding the wireless communications site located at 781 South Kansas City Avenue on second reading. Motion was seconded by Councilman Renne.

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

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-12-04.

Mayor Pro-Tem St. John made a motion to approve Ordinance No. 25-12-04 approving a first amendment to site agreement with SBA Towers II LLC regarding the wireless communications site located at 781 South Kansas City Avenue. Motion was seconded by Councilman Renne.

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

Nays: None, motion carried.

Ordinance No. 25-12-04 passed and approved December 15, 2025.

ORDINANCE NO. 25-12-05, CONSIDERATION OF AMENDING THE SCHEDULE OF FEES, TITLE I, APPENDIX A, TABLE A-7 OF THE MUNICIPAL CODE RELATED TO PLANNING AND ZONING FEES:

Mayor Spohn read by title Ordinance No. 25-12-05.

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

Councilman Spear made a motion to place Ordinance No. 25-12-05 amending the Schedule of Fees, Title 1, Appendix A, Table A-7 of the Municipal Code related to Planning and Zoning Fees on second reading. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 25-12-05.

Mayor Pro-Tem St. John made a motion to approve Ordinance No. 25-12-05 amending the Schedule of Fees, Title 1, Appendix A, Table A-7 of the Municipal Code related to Planning and Zoning Fees. Motion was seconded by Councilman Renne.

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

Nays: None, motion carried.

Ordinance No. 25-12-05 passed and approved December 15, 2025.

RESOLUTION NO. 1628, CONSIDERATION OF SELECTING T-MAC CONSTRUCTION LLC FOR THE DEMOLITION OF THE ROOSEVELT HIGH SCHOOL PRESS BOX DEMOLITION PROJECT FOR \$18,375.00 AND APPROVING AN AGREEMENT RELATED THERETO:

Mayor Spohn read by title Resolution No. 1628.

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

Councilman Spear made a motion to approve Resolution No. 1628 selecting T-Mac Construction LLC for the demolition of the Roosevelt High School Press Box Demolition Project for \$18,375.00 and approving an agreement related thereto. Motion was seconded by Mayor Pro-Tem St. John.

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

Nays: None, motion carried.

Resolution No. 1628 passed and approved December 15, 2025.

RESOLUTION NO. 1629, CONSIDERATION OF BOARD RE-APPOINTMENTS TO THE VINTAGE PLAZA CID:

Mayor Spohn read by title Resolution No. 1629.

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

Councilman McGovern made a motion to approve Resolution No. 1629 approving the board reappointments of Melinda Mehaffy, Nick Houk, and Charles Anderson to the Vintage Plaza Community Improvement District. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Resolution No. 1629 passed and approved December 15, 2025.

NOVEMBER 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 November 2025 and the November revenue report were made available for review.

NOTIFICATION OF CHANGE ORDERS:

Mayor Spohn read by title the Consideration.

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

Change Order No. 5 and Change Order No. 6 for the Dry Fork Project were both change orders for price reductions. Change Order No. 5 to the Dry Fork Greenway Project was a decrease of \$85,976.28. Change Order No. 6 to the Dry Fork Greenway Project was a decrease of \$11,000.00.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. Today, the Clay County cities met with Senator Kurtis Gregory. The City of Liberty has a legislative aid and she arranged the meeting for all of our cities to come together and have a nice conversation about legislative directions and things that are on cities' minds about the upcoming legislative session. We were very pleased with the opportunity to have good conversations. He is new to Clay County. We had good conversation about how the last legislative session went and what he thinks will be on the agenda again this year.

Councilman Renne:

1. I have no remarks.

Councilman McGovern:

1. I noticed the Police Department had another nice Shop with a Cop event over the weekend. They also had an excellent trolley driver, Gary Renne.

Councilman Spear:

1. Nothing from me.

Mayor Pro-Tem St. John:

1. I noticed Larry Tarrant has twenty years in with the City. I appreciate people that spend the long term with us. That is special. When you lose those folks, there is a whole lot of institutional knowledge that goes as well.

Mayor Spohn:

1. A couple of weeks ago, I attended the Keystone Awards and received a couple awards on behalf of the City and the VA Clinic. We received an award for the Dry Fork Greenway Project, which is hanging at Public Works. I appreciate everything Public Works does. That project has really come along down there.
2. Looking forward to our City Luncheon tomorrow at the Montgomery.
3. This is Councilman Renne's last in person council meeting until April. He is relocating for the winter to Texas. Travel safe, enjoy your family, and stay warm.
4. In light of some really negative comments that appeared on social media regarding some of our Christmas decorations, I want to say how proud I am of Downtown Excelsior Partnership, our Christmas Committee, and all of the volunteers who put their heart and soul into transforming our community into a winter wonderland. Have we room for improvement? Yes, everyone does. For those who complained, we have room for volunteers.

MOTION TO CLOSE THE MEETING PURSUANT TO SECTIONS 610.021.1 and 610.021.2, RSMO.:

With no further business at hand, Councilman McGovern made a motion to close the Regular City Council Meeting of December 15, 2025 and go into CLOSED SESSION immediately following pursuant to Sections 610.021.1 and 610.021.2, RSMo. Mayor Pro-Tem St. John seconded. No discussion was held by City Council Members.

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

Nays: None, motion carried.

The Regular City Council meeting of December 15, 2025 adjourned at 6:48 pm.

ATTEST:

MARK D. SPOHN, MAYOR

SHANNON STROUD, CITY CLERK



Fire Department
City Council 1/5/2026

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

1. Training Facility Fee Schedule Word
2. ES - code amend - fire training fee



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

To: Mayor and Council members

From: Joe Maddick, Fire Chief

Date: December 2025

Re: Training facility fees

Mayor and members of the council, the Fire Department is seeking authorization to establish training facility rates. Due to the interest of other neighboring departments in using our training facility we propose the following rates of usage.

Training Site Fees

1. Four hour usage with 2 hours of burn time.....\$1,000.00
2. Five hour usage with 3 hours of burn time.....\$1,250.00
3. Six hours usage with 4 hours of burn time.....\$1,750.00
4. All day usage with 6 hours burn time.....\$2,250.00
5. Use for tactical procedures.....\$100/hour
6. Usage of props.....\$225/prop
7. Use of hydrant.....\$25/hour
8. Use of our Fire Instructors.....\$250/hour
9. Vehicles for extrication purposes.....\$100/car
10. Ventilation practice.....\$100/ventilation
11. Use of standpipe.....\$175.00
12. Use of forcible entry door.....\$250.00
13. Use of personnel to run burn room.....\$100/hour
14. SCBA fill station.....\$150/hr \$150 min.
15. Smoke Machine.....\$100/hr
16. Classroom with Instructor.....\$150/hr
17. Manikins.....\$125/manikin

We would appreciate your consideration on this issue.

Respectfully

Joseph Maddick

Fire Chief

Attachments:

Request

Letter

Ordinance

Ordinance

ORDINANCE NO. 26-01-01

**AN ORDINANCE AMENDING THE SCHEDULE OF FEES REGARDING THE FIRE
TRAINING FACILITY**

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

Section 1. That the Excelsior Springs Municipal Code Schedule of Fees, Title 1, Appendix A, Fire and EMS, Table A-4, is hereby amended by the addition of the following:

Training Site Fees			
	Four hour usage with 2 hours of burn time	\$1,000.00	
	Five hour usage with 3 hours of burn time	\$1,250.00	
	Six hours usage with 4 hours of burn time	\$1,750.00	
	All day usage with 6 hours burn time	\$2,250.00	
	Use for tactical procedures	\$100/hr	
	Usage of props	\$225/prop	
	Use of hydrant	\$25/hr	
	Use of our Fire Instructors	\$250/hr	
	Vehicles for extrication purposes	\$100/car	
	Ventilation practice	\$100/vent	
	Use of standpipe	\$175.00	
	Use of forcible entry door	\$250.00	
	Use of personnel to run burn room	\$100/hr	
	SCBA fill station	\$150/hr	
	Smoke Machine	\$100/hr	
	Classroom with Instructor	\$150/hr	
	Manikins	\$125/ea	

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

INTRODUCED IN WRITING, read by title two times, passed and approved this 5th day of January, 2026.

Reggie St. John, Mayor Pro-Tem

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Excelsior Springs Parks, Recreation, & Community Center
City Council 1/5/2026

TO: City Council
FROM: Nate Williams, Director of Parks, Recreation, & Community Center
Jesse Hall
Project Manager
DATE:
RE: Consideration of Agenda

1. Clay County Sr Services Agreement cover letter 12.17.2025
2. ES - ordinance - agreement - CCSS
3. 2026_ESMO_MealandaVisit_Contract



EXCELSIOR SPRINGS

Parks · Recreation · Community Center

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

(816) 630-1040
(816) 656-2500
www.es-prcc.com

Tuesday, December 17, 2025

To: Mayor and City Council

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

Re: Consideration of Agreement Clay County Senior Services

The Department looks to begin an agreement with Clay County Senior Services to perform services for our Meals and a Visit Program. This will offer a new service for homebound residents in our community by using utilizing the \$21,000 in grant funds. The grant will assist in supplying an MVP Coordinator to oversee the program. We have previously received approval for this program to go through Excelsior Springs Hospital for the meals.

Respectfully submitted for Mayor and City Council approval.

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

ORDINANCE NO. 26-01-02

AN ORDINANCE APPROVING AN AGREEMENT WITH CLAY COUNTY SENIOR SERVICES

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

Section 1. The City Council hereby approves the attached Agreement with Clay County Senior Services, for the home delivered meals and wellness program.

Section 2. The Mayor or City Manager is hereby authorized to execute the Agreement, substantially in the form presented to the Council, and to take all other actions as may be necessary or convenient to carry out the intent of this Ordinance.

Section 3. The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

INTRODUCED IN WRITING, read by title two times, passed and approved this 5th day of January, 2026.

Reggie St. John, Mayor Pro-Tem

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



CONTRACT AGREEMENT

THIS AGREEMENT, effective as of **January 1, 2026** by and between **City of Excelsior Springs – Senior Services** (hereinafter referred to as “Contractor”) and Clay County Senior Citizens’ Service Board Fund-DBA Clay County Senior Services, a governmental entity (hereinafter referred to as “CCSS”), with offices located at 4444 N. Belleview, Suite 110, Gladstone, Missouri 64116.

WITNESSETH:

WHEREAS, the Board of Directors of CCSS has been duly appointed pursuant to R.S.Mo. 67.993 to control and manage the Senior Citizens Tax Fund and use said fund to provide programs to improve the health, nutrition, and quality of life of Clay county residents sixty years of age or older; and

WHEREAS, CCSS seeks to fulfill this purpose by contracting with independent providers of service to serve eligible recipients; and

WHEREAS, Contractor desires to assist CCSS in this endeavor; and

WHEREAS, Contractor warrants that it is capable and will provide the services included in this Agreement at an agreed upon rate.

NOW THEREFORE, the parties hereto agree as follows:

1. **Services of Contractor:** CCSS hereby agrees to engage Contractor and Contractor hereby agrees to perform the services as set forth in this agreement.
2. **Time of Performance:** The services of Contractor are to commence on **January 1, 2026**, and shall be completed by **December 31, 2026** unless this Agreement is terminated pursuant to the terms of this Agreement as hereinafter provided.
3. **Scope and Location of Services:** Contractor shall provide and carry out to the satisfaction of CCSS the services of: **City of Excelsior Springs Meal and a Visit** as specified in the Contractor’s proposal and approved by CCSS as well as the specifications in this Agreement as described below:
 - A. Contractor shall develop and implement a *Home Delivered Meals and Wellness Program* designed to serve residents of Excelsior Springs, Missouri, who are aged sixty (60) years or older and are disabled or otherwise unable to leave their homes.

- B. Contractor shall include a daily meal delivery, visit and wellness check with a commitment to support aging in place.
- C. Contractor shall hire a Coordinator to manage this program, which includes Menu planning, program administration, providing client services, volunteer coordination, fundraising and outreach, and scheduling and logistics.
- D. Contractor shall purchase equipment and supplies necessary to implement program.
- E. Contractor shall provide scholarships for income-eligible residents.

4. Compensation: Contractor and CCSS expressly agree that in no event shall the total compensation and reimbursement paid hereunder exceed **twenty one thousand and 00/100 dollars (\$21,000.00)**, as proposed by Contractor and accepted by CCSS in writing.

- CCSS shall prepare an invoice for the first quarter payment for funds to be paid to the Contractor in January of the Contract year.
- The Contractor shall be paid one-fourth the total amount each quarter.
- Contractor shall provide a report each quarter on the form as provided by CCSS. The Quarter Reports shall be due as follows along with an invoice requesting funds. CCSS shall make payment to the Contractor upon receipt of both items. The 4th Quarter Report will not include an invoice requesting funds.

1st Quarter Report due by April 10, 2026

2nd Quarter Report due by July 10, 2026

3rd Quarter Report due by October 10, 2026

4th Quarter Report & Year End Report due by January 10, 2027

- 5. **License and Certification Requirements:** Contractor represents and shall warrant, it has current all the required applicable licenses and certifications or registrations as mandated by any state or local government body or board prior to the commencement of work as outlined in this Agreement.
- 6. **Indemnity/Insurance:** Contractor shall indemnify and hold harmless the officers, agents and employees of CCSS from and against any and all actions, claims, demands, costs which may be asserted or incurred by Contractor's failure to perform obligations under this agreement. Contractor agrees to maintain comprehensive general public liability insurance, personal injury liability, and broad form contractual liability, with minimum limits of coverage in the amount of not less than \$500,000.00 per occurrence and not less than \$1,000,000.00 annual aggregate limit. *Contractor shall provide a certificate as proof of such insurance to CCSS within fifteen days of execution of this agreement and, thereafter, maintain a current certificate with CCSS at all times.*
- 7. **W-9 Form:** The Contractor must provide CCSS a completed W-9 form with a correct and current Employer Identification Number (EIN) and current address; otherwise, CCSS is required to withhold 28 percent of all Contractor's earnings per IRS regulations. It is the

Contractor's responsibility to provide to CCSS the W-9 Form to insure prompt payment. Once the Contractor has submitted a W-9 Form, CCSS will keep it on file. Contractor does not need to provide another W-9 form unless there is a change in the required information. It is the Contractor's responsibility to provide CCSS with an up-to-date W-9 form should any of the information change so that CCSS always has a current form on file.

8. **Abuse & Neglect Policy:** Contractor's staff and volunteers shall be trained to recognize situations of possible abuse, neglect, exploitation, or likelihood of serious physical harm involving older persons. Conditions or circumstances which place the older person or household in the likelihood of serious physical harm shall be immediately reported to the State Elder Abuse Hotline: 1-800-392-0210.
9. **Drug-Free Workplace:** The Contractor warrants that it is knowledgeable of and in compliance with the requirements of the Drug-Free Workplace Act.
10. **Non-Discriminatory Policy:** Contractor shall not, with respect to its own employment practices or the provision of its services, in any way directly or indirectly discriminate against any person because of age, race, color, national origin, citizenship, disability, gender, gender identity or expression, sexual orientation, military status, religious creed or any other characteristic or status protected by law. Contractor agrees that it will comply with all applicable civil rights laws.
11. **Quality Assurance & Grievance:** At least once a year, Contractor is required to survey their service recipients to determine their level of satisfaction with the services being provided. Contractor shall summarize the survey results in writing and provide the summary to CCSS by September 1 of the Contract year. Contractor shall establish written procedures which provide a system through which service recipients may present grievances concerning the operation of the service program and provide each service recipient with such written information regarding the availability of such procedures.
12. **Determination of Client Eligibility:** Contractor is responsible for determining that each client meets each program's specific eligibility criteria as established by CCSS.
13. **Required Reports and Invoices:** Contractor is required to provide an invoice and report on activities and each service provided as indicated in each provider's Contract Agreement. When applicable, CCSS shall provide the program report form that shall include the frequency of reports and the due date of each report and invoice.
14. **Publications and Brochures:** Contractor agrees that any events related to the subject of this Agreement should list Clay County Senior Services as a partner or funder with CCSS's logo included on the promotional material.
15. **Unused Funds:** At the end of the contract period, the Contractor may be required to return to CCSS all unused funds. In the event of termination of the contract by either party, the Contractor shall be required to return all unused funds and repay any funds that may not have been expended in accordance with this Agreement.

16. **Project Manager:** Contractor shall name a Project Manager who shall represent Contractor in the performance of this Agreement. Contractor shall notify CCSS of such Project Manager's name within thirty (30) days of the beginning of the contract period, or in the event of a change of Project Manager, CCSS shall be notified immediately.
17. **Governing Law:** This Agreement shall be governed and interpreted according to the laws of the State of Missouri.
18. **Attorney Fees:** Should any litigation be commenced between the parties concerning this Agreement or either party's performance under this Agreement, or the rights and duties of the parties involved, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover a reasonable sum for reimbursement of attorney fees which shall be determined by the court in such litigation. A separate action may be brought for that purpose.
19. **Notice of Termination:** Either party may terminate this Agreement by providing notification of termination. Notification of termination shall be provided in writing and must be mailed at least ninety (90) days in advance of the intended termination date and served by certified mail to the business address set forth below.
20. **Right to Cure:** In the event the Contractor is not performing the required services in an appropriate manner and in accordance with this Agreement, then CCSS shall provide notice to the Contractor with a thirty (30) day right-to-cure. If the Contractor does not correct its action(s) within the thirty (30) days, CCSS's may immediately terminate the contract. Furthermore, if the Contractor fails, refuses or neglects to comply with the provisions of this Agreement then such failure may be deemed a total breach of this contract and this contract may be immediately terminated, canceled, or suspended in whole or in part without providing the Contractor a right to cure, should the Contractor fail to maintain applicable licenses and certifications or insurance, fail to conduct criminal background checks on employees and volunteers, or in the event abuse or neglect by the Contractor is found.
21. **Notices:** All notices provided herein shall be in written form, either delivered personally or by certified mail, return receipt requested; to the last known address of the party to who notice is directed. Notice shall be deemed effective three (3) days following the date of mailing.
22. **Miscellaneous:** This Agreement and its attached exhibits represent the entire agreement of the parties hereto and supersedes all prior understandings and agreements, oral and written, regarding the subject matter hereof. This Agreement may not be amended except by written agreement signed by both parties hereto.
23. **Assignment:** Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
24. **Execution:** This Agreement may be executed in counterparts (including, without limitation, by facsimile, electronic or digital signature), each of which shall be deemed an original and all of which, collectively, shall constitute one original document. A party signing by facsimile,

electronic or digital signature shall forward to the other party the original execution page if requested by the other party.

IN WITNESS WHEREOF, CCSS and Contractor have executed this Agreement as of the date first written above.

Contractor:

City of Excelsior Springs
201 E. Broadway Street
Excelsior Springs, MO 64024

CCSS:

Clay County Senior Services
4444 N. Belleview, Suite 110
Gladstone, MO 64116

By: _____
Print Name

By: _____
Tina Uridge (Date)
Executive Director

Signature

By: _____
Board Officer (Date)

Print Title

Date: _____



Public Works**City Council 1/5/2026**

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

1. letter to Council for Larkin engineering water plant improvements 2026
2. ES - reso - Lamp - task order (002)
3. 2026 Excelsior Springs WTP Slaker Task Order - signed
4. Slaker Cost Estimate



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

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

January 5th, 2026

To: City Council
From: Chad Birdsong, Public Works Director
Re: Engineering Services Task Order for a Lime Slaker Replacement Project at the Water Treatment Plant

The following task order between the City of Excelsior Springs and Lamp Rynearson provides for engineering services for improvements at the water plant. These improvements will include a new lime slaker for replacement and redundancy, the rehab of the lime silo, and the removal of the old RDP lime silo and bridge. Design services will include preparation of construction drawings and specifications, CA/CO, and the preparation and submittal of the permit application to MDNR. According to Exhibit A of Task Order Number 2025-W1, the design and bid phase services will be a lump sum of \$50,000.00, construction administration will be \$23,000.00 and construction observation will be \$12,000.00 for a total of \$85,000.00. It is estimated that the design phase will take 5 months to complete. The construction phase is estimated at 365 days from the Notice to Proceed. An estimate is included with the total construction cost phase coming in at \$556,124.00 of which \$72,600 is a 15% contingency.

A resolution is attached for your consideration and approval of this task order.

If you have any questions or concerns regarding this project, please do not hesitate in calling me.

Chad Birdsong

RESOLUTION NO. 1630

**A RESOLUTION APPROVING A TASK ORDER FOR LAMP
RYNEARSON INC. RELATED TO THE LIME SLAKER REPLACEMENT PROJECT
AT THE WATER TREATMENT PLANT**

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

Section 1. That the Task Order for Lamp Rynearson Inc. in the amount of \$85,000.00 related to the Lime Slaker Replacement Project at the Water Treatment Plant, a copy of which is attached hereto in its substantial form and incorporated herein, is approved.

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

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

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

THIS RESOLUTION PASSED AND APPROVED THIS 5th DAY OF January, 2026.

ATTEST:

Reggie St. John, Mayor Pro-Tem

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

ATTACHMENT

Task Order

Task Order Number 2025-W1 For Engineering Services

This Task Order is entered into as the date last signed by the parties and is between Lamp Rynearson, (the “Consultant”) and the City of Excelsior Springs, Missouri (the “City”).

WHEREAS, the City has engaged Consultant to provide engineering services pursuant to an Agreement for Engineering Services, pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement.** This Task Order is subject to all terms and conditions contained in the Agreement for Engineering Services, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services between the parties is incorporated herein as if set forth in full by this reference.
2. **Scope of Services.** The Scope of Services pursuant to this Task Order are as contained in Exhibit A.
3. **Term.** Consultant shall begin work pursuant to this Task Order upon its Effective Date and the design phase shall be completed within 5 months of the notice to proceed, contingent upon timely receipt of information from suppliers.
4. **Compensation.** Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Engineering Services between the parties.
5. **Project Schedule.** Lamp Rynearson will start design within 10 days of the notice to proceed and will complete the design within 5 months of the notice to proceed, contingent upon timely receipt of information from suppliers. Project will be bid following the completion of the design. Contractor will be provided a construction time to substantial completion within 365 days of Notice to Proceed.
6. **Additional Terms and Conditions.** If any, attach to this Task Order as Exhibit B.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

Lamp Rynearson, Inc. :

City of Excelsior Springs, Missouri:

By: *Melanie Jollett*

By: _____

Name: _____

Title: _____

Dated: _____

Name: Melanie Jollett

Title: Water Group Leader

Dated: 12/10/2025

Exhibit A to Task Order

Scope of Services

- Kickoff meeting with staff
- Take field measurements
- Prepare plans and specifications including
- Install a second Merrick lime slaker next to the existing slaker, with maintenance platform
- Install new knife gate at the discharge of each silo pantleg
- Install new water panel on the exterior wall of the feed room adjacent to the existing water panel
- Install new control panel in the lab on available wall space
- Install a new plant water booster pump in the building basement to provide supplemental pressure to the lime feed system
- Coordinate with staff to plan for improvements using the existing RDP slaker during shutdown of Merrick feed system
- Remove the existing RDP equipment, silo and bridge
- Install plate over bridge opening
- Attend review meeting with staff
- Prepare construction permit application
- Assist City with bid advertisement, pre-bid meeting, responding to bidder questions, prepare addenda, bid review, and recommendation letter
- Prepare contracts, hold preconstruction meeting, respond to contractor questions, prepare change orders, review submittals and applications for payment, perform final inspection
- Perform part time field observation

The plans and specifications will be completed within 150 days of notice to proceed, subject to timely receipt of information from suppliers.

Lump sum fee for design and bid phase services of \$50,000.00, which shall be payable monthly based on the estimated percent project completion.

Lump Sum fee for construction administration services of \$23,000, which shall be payable monthly based on the estimated percent project completion.

Hourly fee for part time construction observation of \$12,000 payable monthly as used. Estimated 4-8 hours per week during active construction.

Exhibit B to Task Order

Additional Terms and Conditions, if any

N/A



9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

Excelsior Springs, Mo Water Treatment Plant

Item Description	Units	Qty	Unit Price	Item Total
New Slaker				
Lime slaker material	LS	1	\$263,520	\$263,520
Lime slaker install	LS	1	\$52,704	\$52,704
Knife gate	EA	2	\$10,000	\$20,000
Booster pump	LS	1	\$15,000	\$15,000
Demolition	LS	1	\$75,000	\$75,000
Repaint Lime Feed Silo	SF	500	\$45	\$22,500
Patch Feed Hole	LS	1	\$4,800	\$4,800
Move Junction Box and Electrical	LS	1	\$24,000	\$24,000
Stairs Structural	LS	1	\$6,000	\$6,000
			<i>Subtotal:</i>	\$483,524
			<i>Contingency (15%)</i>	\$72,600
			<i>Design</i>	\$50,000
			<i>CA</i>	\$23,000
			<i>Observation</i>	\$12,000
			Project Cost Total:	\$641,200



Community Development
City Council 1/5/2026

TO: City Council
FROM: Mallory Brown, Community Development Director
DATE:
RE: Consideration of Agenda

1. Council Memo Planning 2 Preserve
2. ES - reso - select consulting firm_PLanning2Preserve
3. ES - professional services agreement - form - non engineering - Isley Final



Community Development Director
201 E Broadway
Excelsior Springs, MO 64024

Phone:(816) 630-0756
Fax: (816) 630-9572

December 30, 2025

To: Mayor and City Council

From: Mallory Brown, Community Development Director

Re: Selection of Planning 2 Preserve, LLC for the Isley Neighborhood Preservation Plan

Following completion of the City's procurement process, Planning 2 Preserve, LLC was selected as the preferred consultant to prepare the Isley Neighborhood Historic Preservation Plan. A resolution authorizing the execution of a professional services agreement is before the Council for consideration. Work on the plan will support neighborhood preservation goals, inform future reinvestment, and provide a strategic framework for long-term historic preservation planning in the Isley Neighborhood.

This project is partially funded through a federal Historic Preservation Fund (HPF) grant, administered by the National Park Service, U.S. Department of the Interior, and managed at the state level by the Missouri Department of Natural Resources, State Historic Preservation Office (SHPO).

Total Project Cost: \$42,558.74

Federal Share: \$25,300.00

Local Match (cash & in-kind): \$17,258.74

Please note, as a foreign (out-of-state) limited liability company, Planning 2 Preserve, LLC is required to register with the Missouri Secretary of State prior to conducting business in Missouri. The firm submitted its Application for Registration of a Foreign Limited Liability Company on December 12, 2025, and has confirmed the application is complete. The Missouri Secretary of State's Office has reported a backlog of filings, and registration approvals are currently delayed statewide.

In accordance with Missouri law and the City's contracting procedure, Planning 2 Preserve will not begin work on the project until its Missouri registration is fully processed and active.

Staff recommends approval of the resolution selecting Planning 2 Preserve, LLC as the consultant and authorizing execution of the agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mallory Brown". The signature is fluid and cursive, with the first name "Mallory" written in a more compact, rounded script and the last name "Brown" in a slightly more open, flowing script.

Mallory Brown
Community Development Director
City of Excelsior Springs

RESOLUTION NO. 1631

A RESOLUTION SELECTING PLANNING 2 PRESERVE, LLC AND APPROVING AN AGREEMENT RELATED THERETO

WHEREAS, the City of Excelsior Springs, Missouri (“City”) needs and desires qualified professional consulting services for the Isley Neighborhood Historic Preservation Plan; and

WHEREAS, Missouri law stipulate that cities should enter into agreements for consulting services grounded in the proven expertise and qualifications relevant to the needed services, ensuring the terms are equitable and costs are reasonable; and

WHEREAS, Missouri law further provides that in the procurement of consulting services, cities shall issue a request for qualifications, which City Staff did; and

WHEREAS, several consulting firms submitted a statement of qualifications and performance data in response to the RFP; Planning 2 Preserve, LLC was the selected Consultant Firm after due process; and

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

Section 1. That Planning 2 Preserve, LLC is selected to provide consulting services to the City. The Agreement for Consulting Services between the City and Planning 2 Preserve, LLC, which is attached hereto in its substantial form and incorporated herein, is hereby approved. The Mayor is authorized to execute the Agreement for and on behalf of the City of Excelsior Springs, Missouri.

Section 2. That 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 its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 5th DAY OF January, 2026.

ATTEST:

Reggie St. John, Mayor Pro-Tem

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is between Planning 2 Preserve, LLC (the “Consultant”) and the City of Excelsior Springs, Missouri (the “City”), effective as of the date last signed by the parties.

WHEREAS, the City desires to engage the Consultant to provide services to the City as described herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days’ prior written notice. In the event of termination, the City shall pay the Consultant for all services performed and costs incurred through the effective date of termination.
2. **Scope of Services.**
 - a. *General.* The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant’s personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.
 - b. *Time of Performance of Services.* The Consultant shall perform the Project Services diligently, consistent with the orderly progress of the work. If no schedule is set forth, services shall be completed within a reasonable time. If a schedule is established and the City requests changes to the scope or character of the Project Services, the schedule shall be adjusted equitably.
 - c. *Third Party Information.* The Consultant is not responsible, and liability is waived by City as against the Consultant, for use by City or any other person of any data, reports, plans or other deliverables not prepared by the Consultant.
 - d. *Delay.* The Consultant shall perform the Project Services in accordance with the agreed schedule or, if none is established, within a reasonable time. Consultant shall promptly notify the City in writing upon becoming aware of any event or circumstance that may delay performance. Consultant shall not be liable for delays caused by events beyond its reasonable control, including strikes, lockouts, accidents, acts of God, labor shortages, or delays caused by the City, its agents, or other contractors. In such cases, the time for performance shall be equitably extended, provided that Consultant has given timely written notice to the City.

3. **Compensation and Invoices.** The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B. The City will pay all proper invoices within thirty (30) days of receipt. All invoices should contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.
4. **The City's Responsibilities.** The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant.
5. **Insurance.** Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.
 - a. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.
 - b. The Consultant shall obtain and maintain Professional Liability (Errors and Omissions) Insurance covering claims arising out of the performance of professional services under this Agreement, with limits of not less than Thirty-thousand Dollars (\$30,000) in the aggregate. Such coverage shall be maintained in full force and effect during the term of this Agreement and for a period of not less than two (2) years following its termination. Consultant shall provide the City with a certificate of insurance evidencing such coverage prior to the Effective Date.
6. **Consultant Employees.** Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Consultant affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
7. **Relationship of Parties.** It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

8. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

City of Excelsior Springs, Missouri Attn: City Manager 201 East Broadway Excelsior Springs, Missouri 64024 mbrown@excelsiorsprings.gov	Jenny Wolfe, Planning 2 Preserve, LLC 707 E Cervantes Street, #B-298 Pensacola, FL 32501 jennywolfe@planning2preserve.com
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Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

9. **Disputes.** In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
10. **Waiver.** A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.
11. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

12. **Entire Agreement; Governing Law.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Clay County, Missouri.
13. **Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.
14. **No Third-Party Rights.** The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, email (PDF), or other electronic means shall be deemed to be original signatures for all purposes.
16. **Good Faith Efforts and Cooperation.** The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.
17. **Authority.** Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.
18. **Covenant Against Contingent Fees.** The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its

discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Ownership of Documents.** Payment by City to Consultant as provided herein shall vest in City title to all studies, analyses, reports, models, and other deliverables (“Documents”) produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Consultant will provide the City with the Documents within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.
20. **Compliance with Laws.** Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
21. **Consultant’s Endorsement.** Consultant shall sign or certify reports, analyses, or other deliverables it furnishes, where customary or legally required.
22. **Inspection of Documents.** Consultant shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Consultant’s place of business, by a City representative during the contract period and for five (5) years from the date of final payment for each individual project performed pursuant to this Agreement.
23. **Indemnification and Hold Harmless.** The Consultant shall indemnify, defend, and hold harmless the City and its officers, agents, employees, elected or appointed officials, and attorneys, in both their official and individual capacities, from and against any and all claims, demands, actions, liabilities, judgments, damages, losses, and expenses (including reasonable attorneys’ fees and costs of defense) arising out of or resulting from the negligent acts, errors, omissions, or willful misconduct of the Consultant, its employees, agents, or subcontractors in the performance of this Agreement or any amendment hereto. This obligation shall not extend to any liability caused by the negligence or willful misconduct of the City or its officers, agents, or employees.
24. **Professional Responsibility.** The Consultant shall exercise reasonable skill, care, and diligence in the performance of its services in accordance with generally accepted professional practices in its field. If the Consultant fails to meet this standard, the Consultant shall, at its expense and without additional cost to the City, promptly re-perform or correct its services as necessary to remedy any errors, omissions, or deficiencies caused by such failure.
25. **Tax Exempt.** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. **Safety.** In performing the Project Services, the Consultant shall comply with all applicable federal, state, and local workplace safety and health laws, rules, and regulations. If Consultant's work involves access to City facilities or worksites, Consultant shall adhere to all applicable City safety policies and procedures while on such premises.
27. **Anti-Discrimination Clause.** Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
28. **Review Afforded.** Each party acknowledges it has had an opportunity to consult legal counsel, and no provision shall be construed against the drafter.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

PLANNING 2 PRESERVE, LLC:

**CITY OF EXCELSIOR SPRINGS,
MISSOURI:**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

EXHIBIT A
Project Services

**ATTACHMENT A:
SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES**

City of Excelsior Springs
Isley Neighborhood Historic Preservation Plan
Project No. P24AF002199-011

Starting Date: May 1, 2025
Ending Date: August 28, 2026

I. SCOPE AND PURPOSE:

The City of Excelsior Springs will hire a preservation professional with experience creating a preservation plan (herein referred to as “consultant”) to develop a Historic Preservation Plan for the Isley Neighborhood.

Developing a local historic preservation plan at a regional or local level is an eligible grant activity for the Historic Preservation Fund (HPF Grants Manual Chapter 6(G)(3)(a). Preservation Plans advance Goal 5 “Integrate historic preservation strategies into planning and routine procedures at all levels of government” of Missouri’s 2018-2024 Statewide Preservation Plan.

II. ACTIVITIES AND FUNCTIONS:

City staff will serve as the primary point of contact for this project and will be expected to ensure milestones are submitted to the Historic Preservation Fund (HPF) Grant Manager on a timely basis.

A. Consultant Selection Process

The City of Excelsior Springs shall contract with a preservation professional (herein referred to as Consultant) with experience creating a preservation plan to assist city staff and the Historic Preservation Commission in developing the Preservation Plan.

The Request for Proposal (RFP) sent to consultants shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities, the Milestone Schedule, and Exhibit 1 from the Grant Agreement with budgetary information removed. Pursuant to 2 CFR 200.332, the sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-recipients shall certify and disclose accordingly. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft of the RFP will be sent to the HPF Grant Manager **prior to initiating the bid process**. The RFP will be sent to, at a minimum,

1. Missouri Preservation for dissemination over their listserv
2. Consultants inscribed on the Missouri SHPO’s consultants list who meets the relevant qualifications
https://mostateparks.com/sites/mostateparks/files/CRM_CONSULTANTS.pdf

3. Firms listed in the Missouri Office of Equal Opportunity's Minority & Women Owned Businesses database with specialties in historic preservation.
<https://apps1.mo.gov/MWBCertifiedFirms/>

Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager or their designee for approval **before it is signed**.

The consultant selection process shall produce the following products:

1. A **draft of the RFP** for review prior to the initiation of the bid process.
2. A documentation of the **consultant selection process** and a draft of the consultant contract **prior to signature**. This documentation includes:
 - a. Indication of who the RFP was sent to and when. The recipients must include firms listed in the Missouri Office of Equal Opportunity's Minority & Women Owned Businesses database
<https://apps1.mo.gov/MWBCertifiedFirms/> with specialties in historic preservation.
 - b. Copies of all responses received (proposals and responses of no bid)
 - c. Score sheets/an explanation for why a consultant was chosen
 - d. The unsigned draft consultant contract noted above
3. A copy of the signed **consultant contract**.

B. Preparation of a New Preservation Plan

The hired Consultant acting on behalf of the city shall create a Preservation Plan for the Isley Neighborhood. The Preservation Plan shall identify, through a public forum, the preservation goals of the city. The preservation plans for other historic districts and the *Secretary of the Interiors Standards and Guidelines for Preservation Planning* (see Exhibit 3) should be reviewed to understand how they express and illustrate preservation concepts. Upon request the SHPO office can provide links to example preservation plans for other Missouri communities. The preservation plan shall be clear and concise. It shall be user-friendly for the commission, staff, and the public, and produced in such a way that it can be easily accessed and shared with the public.

The Preservation plan shall contain sections including but not limited to the following:

1. an introduction that explains the purpose of the plan and a brief history of Excelsior Springs, including an overview of the preservation efforts that have taken place in the city's history and the benefits of historic preservation in the Isley Neighborhood;
2. a review of existing historic preservation ordinances and recommendations for their future development;
3. a clear and concise articulation of the Isley Neighborhood's long-range vision for historic preservation;
4. the goals, objectives, and implementation strategies for historic

- preservation;
- 5. a section that identifies areas that have already been surveyed and prioritizes areas for future research and survey;
- 6. a map showing the geographic area and contributing status of historic properties within the city limits including those that are National Register of Historic Places listed properties and any locally designated Landmarks and Historic Districts;
- 7. an appendix referencing relevant terms and definitions, ordinances or other legislation, policy, and survey information as appropriate.

Drafts of the new Preservation Plan at approximately 30% and 70% will be required to be submitted to the SHPO for review, comment, and approval. The definitions of 30% and 70% will be determined in consultation between the consultant, the city, and the SHPO. They shall include as much visual data as is practicable to demonstrate the various recommendations, including maps, photographs, and/or other graphics.

At least one month prior to submitting each version (30%, 70% & 100%) of the new Preservation Plan to SHPO the consultant shall make a presentation to the Historic Preservation Commission with the general public invited. During these presentations the consultant will actively solicit ideas to incorporate into the new Preservation Plan and address questions from those in attendance. For each presentation the consultant shall provide adequate notice to be placed on the Historic Preservation Commission agenda and to allow the city to post notice to the public for at least two weeks. A sign-in sheet will be required to be kept and provided to the SHPO for each presentation.

The Preservation Plan Process shall produce the following products:

1. The consultant will set up a time with the HPF Grant Manager or their designee to discuss the expectations of the project, including the definitions of 30% and 70% completion, before it begins. An email documenting the discussion will be sent to the HPF Grant Manager or their designee by the consultant.
2. Documentation of the first public meeting, including press release, newspaper/web advertisement and sign-in sheet.
3. A first draft of the Preservation Plan (30%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
4. Documentation of the second public meeting, including press release, newspaper/web advertisement and sign-in sheet.
5. A second draft of the Preservation Plan (70%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.

6. The final version of the new Preservation Plan in electronic format using an approved file transfer option
7. A link to the final version of the new Preservation Plan on the City of Excelsior Springs's website. The Design Guidelines will be posted to the city's website and will continue to be publicly posted until a newer version of the document is developed.
8. Documentation of the third (final) public meeting, including press release, newspaper/web advertisement and sign-in sheet.

III. SPECIAL CONDITIONS:

- A. As a recipient of a federal subaward, the City of Excelsior Springs is subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 "Applicability", and 200.332 "Requirements for pass-through entities.
- B. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:
 1. Federal law
 2. Code of Federal Regulations
 3. Terms and conditions of grant award
 4. Historic Preservation Fund Grant Manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work under this program.

- C. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.
- D. All work requiring expertise in history, archaeology, architectural history, architecture, or historic architecture will either be supervised or completed by personnel who meet the *Secretary of the Interior's Professional Qualifications* as listed in Exhibit 1.
- E. All content related to the treatment of historic properties shall conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*. The Standards and Guidelines can be found here:
<https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1->

[preservation-rehabilitation.pdf](#) and
<https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part2-reconstruction-restoration.pdf>

- F. The City of Excelsior Springs Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.
- G. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.

[This acknowledgement may be in any size type on the notice]

- H. The HPF Grants Manager or their designee shall approve all rates of pay above the minimum wage for costs in the Personnel category. Costs in the Personnel category will conform to the HPF Grants Manual Chapter 13 (B)(12) and 2 CFR 200.430. The City of Excelsior Springs staff are expected to track staff hours and volunteer time using Appendix C of the *Requesting Reimbursement for Grant Expenditures* Packet included as Exhibit 2. Reimbursement of Personnel costs shall not occur without documentation of the time spent and the rate of pay.
- I. The City of Excelsior Springs has elected to use the de minimis rate of 15% for indirect costs. In accordance with 2 CFR 200.414(f), the City of Excelsior Springs will consistently charge costs as either direct or indirect costs; costs may not be double charged or inconsistently charged as both.

Project work will be completed and payments made according to the milestone/payment schedule and project budget that follows.

MILESTONE/PAYMENT SCHEDULE
City of Excelsior Springs
Isley Neighborhood Historic Preservation Plan
Project No. P24AF002199-011

Starting Date: May 1, 2025

Ending Date: August 28, 2026

<u>Milestone</u>	<u>Product</u>	<u>Date Due</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
#1	Draft RFP and/or RFQ submitted to the HPF Grant Manager or their designee before the bid process is initiated.	10/13/2025	\$ 0	\$ 0
#2	Documentation of the consultant selection process and a draft of the consultant contract prior to signature submitted to the HPF Grant Manager or their designee for review and approval.	1/16/2026	\$ 0	\$ 0
#3	Copy of signed consultant contract	1/30/2026	\$ 0	\$ 0
#4	An email documenting the discussion between the consultant, City of Excelsior Springs, and the HPF Grants Manager or their designee	2/13/2026	\$ 0	\$ 0
#5	Documentation of the first public meeting; First Draft of the Preservation Plan (30% Completion)	3/27/2026	\$ 0	\$ 0
#6	Second Draft of the Preservation Plan (70% Completion); Documentation of the second public meeting	5/29/2026	Estimated 50% of expenses	Estimated 50% of expenses
#7	Final Draft of the Preservation Plan; Documentation of the third and final public meeting	7/31/2026	\$ 0	\$ 0
#8	Link to the Preservation Plan on the City of Excelsior Springs' website	8/1/2026	\$ 0	\$ 0
#9	Submission of final project report and fiscal data.	8/30/2026	Estimated remaining expenses	Estimated remaining expenses

BUDGET
City of Excelsior Springs
Isley Neighborhood Historic Preservation Plan
Project No. P24AF002199-011

Starting Date: May 1, 2025
Ending Date: August 28, 2026

<u>Cost Category</u>	<u>Federal Share</u>	<u>Non-Federal Cash</u>	<u>Total Cost</u>
Contractor	\$ 22,000.00	\$ 8,000.00	\$ 30,000.00
Personnel	\$0	\$ 5,107.60	\$ 5,107.00
Supplies	\$0	\$ 1,900.00	\$ 1,900.00
Indirect	\$ 3,300.00	\$ 2,251.14	\$ 5,551.14
Totals	\$ 25,300.00	\$ 17,258.74	\$ 42,558.74

WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo

STATE OF Florida)
) ss.
COUNTY OF escambia)

BEFORE ME, the undersigned authority, personally appeared Jenny Wolfe, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Jenny Wolfe and I am currently the President of Planning 2 Preserve, LLC (hereinafter "Consultant"), and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Agreement with the City.
4. Consultant does not knowingly employ any person who is an unauthorized alien (as defined in 8 U.S.C. 1324a(h)(3)) in connection with the contracted services set forth above.

Jenny Wolfe
Affiant

Jenny Wolfe

Printed Name

Subscribed and sworn to before me this 12th day of november, 2025.

SEAL



SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

[Signature]
Notary Public



Police Department
City Council 1/5/2026

TO: City Council
FROM: Greg Dull, Police Chief
DATE:
RE: Consideration of Agenda

1. Cover Letter
2. Motion
3. Mo State Temp License



POLICE DEPARTMENT

816.630.2000
Fax: 816.630.4104

December 30, 2025

Council Meeting: Monday, January 5, 2025

TO: Mayor and City Council
FROM: Gregory Dull, Chief of Police, Liquor Control Officer
SUBJECT: Approval of New Ownership

This item is presented for Council consideration regarding the approval of new ownership for "Y Liquor" by Akshar Pramukh, LLC.

The applicant, Prakahkumar (Pete) Patel, will be the Managing Officer. He is an experienced operator and current owner of Quick Corner. The previous owners, Billie Hart and Robert Hart, have retired and are no longer associated with the business.

The application has been reviewed for compliance with license requirements; Y Liquor currently holds a temporary state license expiring January 8, 2026, the permanent state license has been mailed and is currently at the office of Nathan Heide, Mr. Patel's attorney, and issuance of the city liquor license is contingent upon receipt of the permanent state liquor license.

I therefore request a simple motion of approval by Council be granted.

Respectfully submitted,

Gregory Dull
Liquor Control Officer

GD:jk

AGENDA ITEM NO. _____

MOTION:

A motion to approve Prakashkumar (Pete) Patel as the new owner and working as Akshar Pramukh a Limited Liability Company, who is doing business as “Y Liquor”, located at 1742 W. Jesse James Road, Excelsior Springs, Missouri.

MOTION BY: _____

SECOND: _____

AYES _____ **NAYES** _____

Councilman McGovern _____

Councilman Renne _____

Councilman Spear _____

Mayor Pro Tem St. John _____

Mayor Spohn _____



STATE OF MISSOURI
DIVISION OF ALCOHOL AND TOBACCO CONTROL
TEMPORARY LICENSE

		Date Issued 12/30/2025	Date Expired 01/08/2026	
THIS IS TO CERTIFY THE TEMPORARY LICENSE IS IN EFFECT AT:				
LICENSEE NAME AKSHAR PRAMUKH LLC		DBA Y LIQUOR		PHONE NUMBER (913) 523-3303
ADDRESS 1742 W JESSE JAMES RD		CITY EXCELSIOR SPRINGS		STATE MO ZIP CODE 64024
FOR	TYPE OF LICENSE OPL/SOP/OPT		NUMBER (IF AVAILABLE) 314196/314197/314198	
This Temporary License grants the above licensee the privilege to engage and carry on the business that the original permit authorizes, for a period of ten (10) days from the date of issuance. This Temporary License has been issued for good cause in accordance with 11 CSR 70-2.020(15).				
NAME OF MANAGING OFFICER PRAKASHKUMAR PATEL			MANAGING OFFICER PHONE NUMBER (913) 523-3303	
OTHER COMMENTS OR SPECIAL CONDITIONS: ALL OF A BUILDING, 1742 W JESSE JAMES RD, EXCELSIOR SPRINGS, MO. *****ORIGINAL LICENSE IS IN THE MAIL TO THE LICENSEE*****				
SPECIAL AGENT SIGNATURE BERMOND 			DATE SIGNED 12/30/2025	
STATE SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL TEMPLETON 			DATE SIGNED 12/30/2025	
MISSOURI DIVISION OF ALCOHOL AND TOBACCO CONTROL 1738 EAST ELM STREET, LOWER LEVEL JEFFERSON CITY, MISSOURI 65101 Telephone (573) 751-2333 or Fax (573) 526-4540				



Police Department
City Council 1/5/2026

TO: City Council
FROM: Greg Dull, Police Chief
DATE:
RE: Consideration of Agenda

1. City Counsel Cover Memo - Vehicle Upfitting FY2026
2. ES - reso -KA Comm Upfitting
3. KA-COMM Upfitting Quote



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

December 30, 2025

TO: Mayor and City Counsel

FROM: Gregory Dull, Chief of Police

SUBJECT: Request to Purchase Upfitting from KA-Comm for 2026 Ford Police Interceptor

The police department is seeking approval to purchase and install the upfitting equipment i.e., emergency lights, sirens, prisoner cages, console, etc. for the recently purchased 2026 Ford Police Interceptor Utility AWD vehicle. The total upfitting cost for this vehicle is \$19,134.34.

If approved, this purchase would be funded using monies from the Public Safety Sales Tax (PSST) Fund. The PSST Oversight Committee has reviewed and approved this purchase, confirming it aligns with the established usage guidelines for these funds.

I respectfully request approval for this purchase.

Gregory Dull
Chief of Police

RESOLUTION NO. 1632

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF POLICE
VEHICLE UPFITTING EQUIPMENT FOR A 2026 FORD POLICE INTERCEPTOR
UTILITY

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

Section 1. The City Council hereby approves the purchase and installation of police vehicle upfitting equipment for one (1) 2026 Ford Police Interceptor Utility AWD from KA-COMM, Inc., in a total amount not to exceed \$19,134.34, substantially in accordance with the attached quote dated December 13, 2025.

Section 2. The Mayor, City Manager, Chief of Police, and City Clerk are each authorized and directed to take such actions and execute such documents as may be necessary or convenient to carry out the intent of this Resolution, including issuance of purchase orders and payment of invoices consistent with the approved amount.

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

THIS RESOLUTION PASSED AND APPROVED THIS 5th DAY OF January, 2026.

Reggie St. John, Mayor Pro-Tem

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



KA-COMM, INC

1201 W. Old 56 Highway
Olathe, KS 66061
(913) 764-7314
(913) 764-7514 Fax
www.ka-comminc.com
joehm@ka-comminc.com

Quote

Date	Quote #
12/13/2025	31771

Customer:

EXCELSIOR SPRINGS POLICE DEPT
301 S. MAIN STREET
EXCELSIOR SPRINGS, MO 64024

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
	FORD PI UTILITY - NEW BUILD VIN: ISSUE: NEW BUILD RES:				
MPS62U-RB	MPS62U-RB, MICROPULSE ULTRA 6 LED LIGHT HEAD, DUAL COLOR, RED/BLUE	8	114.75	918.00	
MPSW9-RBW	MPSW9-RBW, MICROPULSE WIDE ANGLE, 12 LED LIGHT HEAD, RED/BLUE/WHITE	2	155.25	310.50	
416918-RBW	416918-RBW, TRI, CORNER LED, RED/BLUE/WHITE	2	78.30	156.60	
EXPMOD-2	EXPMOD-2, REAR EXPANSION MODULE, (18) SOLID STATE PROGRAMMABLE RELAY OUTPUTS, (16) 7.5A FLASHING OUTPUTS AND (2) 20A CONTROL OUTPUTS	1	405.00	405.00	
ALGT53J-XXXX ...	ALGT53J-XXXX PROMO, 53" ALLEGIANT, CUSTOM CONFIGURATION, POLICE 2-COLOR, INCLUDES CHOICE OF HKB, CENVERGENCE NETWORK COMPATIBLE, FSJOIN, PFSYNC-1, BLACK DOMES	1	1,999.35	1,999.35	

Quote is valid for 30 days!

Subtotal

Sales Tax (0.0%)

Total

VISA & MASTERCARD ACCEPTED

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature:

Quote is valid for 30 days!



KA-COMM, INC

1201 W. Old 56 Highway
Olathe, KS 66061
(913) 764-7314
(913) 764-7514 Fax
www.ka-comminc.com
joehm@ka-comminc.com

Quote

Date	Quote #
12/13/2025	31771

Customer:
EXCELSIOR SPRINGS POLICE DEPT 301 S. MAIN STREET EXCELSIOR SPRINGS, MO 64024

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
HKB-FPIU20-HP	HKB-FPIU20-HP, HOOK REQUIRED WITH HOOK-ON MOUNT, 44-,45-,46-,48-,51- AND 53-INCH LIGHT BARS, FORD POLICE INTERCEPTOR UTILITY, 2020-2022	1	0.00	0.00	
RBKIT-SOLO PR...	RBKIT-SOLO, KIT, SINGLE SOLO RUMBLER SPKR, PROMO INCLUDES BRACKET	1	611.55	611.55	
RBS-FPIU20ND ...	RBS-FPIU20ND PROMO, RUMBLER SOL OR SINGLE COMPACT BRACKET, 20+ FPIU	1	33.75	33.75	
PF200S17B PRO...	PF200S17B PROMO, PATHFINDER PF200 & SINGLE SPEAKER PACKAGE PF200S17B, ES100C OR AS124 AND ESB BRACKET KIT (PROMO W/ ILS OR BAR PURCHASE ONLY)	1	1,306.80	1,306.80	
AS124 PROMO	750501, AS124 100 WATT ECONOMY SPEAKER INCLUDED NO CHARGEWITH SIREN PURCHASE ONLY	1	0.00	0.00	
MPSMW9-FPIU2...	MPSMW9-FPIU25MIR, PAIR OF UNDERSIDE MIRROR BRACKET FOR WIDE 9 LIGHTS; 2025 FORD UTILITY	1	28.55	28.55	
MPSM6-FPIU20...	MPSM6-FPIU20RS1, REAR SPOILER BRACKET KIT, (1) MPS6/MPS6U LIGHT ON EACH SIDE OF SPOILER, FORD PI UTILITY	1	152.40	152.40	

Quote is valid for 30 days!

Subtotal

Sales Tax (0.0%)

Total

VISA & MASTERCARD ACCEPTED

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature:

Quote is valid for 30 days!



KA-COMM, INC

1201 W. Old 56 Highway
Olathe, KS 66061
(913) 764-7314
(913) 764-7514 Fax
www.ka-comminc.com
joehm@ka-comminc.com

Quote

Date	Quote #
12/13/2025	31771

Customer:
EXCELSIOR SPRINGS POLICE DEPT 301 S. MAIN STREET EXCELSIOR SPRINGS, MO 64024

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
MPSM6-LB	MPSM6-LB, GENERIC L-BRACKET FOR (1) MPS6U LIGHT	2	12.69	25.38	
416900-VHB	416900-VHB, 3M VHB MOUNT, 4 PACK	1	12.69	12.69	
EXPMOD24 PRO...	EXPMOD24 PROMO, PATHFINDER 24-CHANNEL EXPANSION MODULE	2	257.85	515.70	
MPS63U-RBW	MPS63U-RBW, MICROPULSE ULTRA RED/BLUE/WHITE - TRI-COLOR	6	128.25	769.50	
MPSU-PB45V	MPSU-PB45V, MICROPULSE 45-DEGREE VERTICAL BRACKET (PAIR)	2	31.09	62.18	
MPS62U-RW	MPS62U-RW, DUAL COLOR, 12-LED, RED/WHITE	1	114.75	114.75	
EXPHARN06	EXPHARN06, TAILLIGHT FLASHER HARNESS	1	109.77	109.77	
OBDCABLE25-D...	OBDCABLE25-DGCAN PROMO, 25FT INTERFACE CABLE, 2018+ DODGE DURANGO, 2018+ CHARGER, 2018+ RAM, 2022+ FORD EXPEDITION	1	133.65	133.65	
BK1558ITU20	BK1558ITU20, PB450LR4, LIGHT-READY PUSH BUMPER W/ FEDEARL SIGNAL MICROPULSE	1	584.96	584.96	
SHIPPING	SHIPPING AND HANDLING - SETINA - ESTIMATED ONLY	1	180.00	180.00	
PDU-8S	PDU-8S, POWER DISTRIBUTION UNIT W/ BOLT & SCREW TERMINALS	1	301.36	301.36	
TARIFF	TARIFF - CANADIAN - D&R - 25%	1	75.34	75.34	

Quote is valid for 30 days!

Subtotal

Sales Tax (0.0%)

Total

VISA & MASTERCARD ACCEPTED

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Signature:

Quote is valid for 30 days!



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(913) 764-7314
(913) 764-7514 Fax
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Quote

Date	Quote #
12/13/2025	31771

Customer:
EXCELSIOR SPRINGS POLICE DEPT 301 S. MAIN STREET EXCELSIOR SPRINGS, MO 64024

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
SHIPPING	SHIPPING AND HANDLING - D&R - ESTIMATED ONLY	1	28.00	28.00	
7160-1048	7160-1048, STORAGE BOX FOR ELECTRONICS EQUIPMENT IN SUV'S 18"H X 38"W X 6"D	1	492.08	492.08	
7170-0734-04	7170-0734-04, 2020+ FORD INTERCEPTOR UTILITY CONSOLE WITH CUP HOLDER, ARMREST & MONGOOSE KIT	1	901.80	901.80	
7160-0332	7160-0332, 3" CONSOLE POCKET	1	47.25	47.25	
7160-0338	7160-0338, FEDERAL SMART SIREN PLATINUM FACE PLATE	1	0.00	0.00	
7160-0321	7160-0321, MOTOROLA XTL 2500/5000, APX 6500/7500/8500 O5 & O7 & E5 CONTROL HEAD (REMOTE)	1	0.00	0.00	
15082	15082, FACEPLATE, ROCKER SWITCH AND AUX 12V POWER OUTLET FILLER PANEL	1	24.30	24.30	
SHIPPING	SHIPPING AND HANDLING - GAMBER - ESTIMATED ONLY	1	70.00	70.00	
PRPSP4714UINT...	PRPSP4714UINT20A, POLY CENTER SLIDER WINDOW WITH EXPANDED METAL INSERT	1	997.92	997.92	
WB47NPUINT20	WB47NPUINT20, PAIR, STEEL WINDOW BARS (FOR USE WITH O.E.M. DOOR PANELS ONLY)	1	267.30	267.30	

Quote is valid for 30 days!

Subtotal

Sales Tax (0.0%)

Total

VISA & MASTERCARD ACCEPTED

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature:

Quote is valid for 30 days!



KA-COMM, INC

1201 W. Old 56 Highway
Olathe, KS 66061
(913) 764-7314
(913) 764-7514 Fax
www.ka-comminc.com
joehm@ka-comminc.com

Quote

Date	Quote #
12/13/2025	31771

Customer:

EXCELSIOR SPRINGS POLICE DEPT
301 S. MAIN STREET
EXCELSIOR SPRINGS, MO 64024

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
B4702UIN20	B4702UIN20, 1/4" POLY, CARGO BARRIER WITH FILLER PANELS (FOR USE W/ SIDE CURTAIN AIRBAGS IN POLICE PACKAGE ONLY)	1	519.21	519.21	
SHIPPING	SHIPPING AND HANDLING - PROGARD - ESTIMATED ONLY	1	225.00	225.00	
SKF5G62311DM	SKF5G62311DM, PULSE LARSON 6-IN-1 ANTENNA	1	216.62	216.62	
NMOKUD	NMOKUD, STANDARD NMO MOUNT 17' RG-58U DUAL SHIELD NO CONNECTOR	1	20.55	20.55	
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	43.15	43.15	
CUSTOM ITEMS	CUSTOM STEEL BRACKET FOR PRINTER	1	75.00	75.00	
WGP02225-130-...	WGP02225-130-KIT2 4RE OVERHEAD MOUNTING BRACKET FOR 2020 FORD UTILITY	1	105.00	105.00	
A3A-USB2-1-B	A3A-USB2-1-B, IP64 DUAL 2.4A USB CHARGING SOCKET FOR RECTANGLE SWITCH CUTOUT	1	19.60	19.60	
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	41.89	83.78	
KAC-170	KAC-170, GBS# 369341, 2020+ UTILITY EXPANSION MODULE UNDER HOOD BRACKET	1	20.00	20.00	
KAC-153	KAC-153, GBS# 348472, 2022+ FORD EXPLORER CIRCUIT BREAKER BRACKET	1	25.00	25.00	
KAC-149	KAC-149, GBS# 343899, LICENSE PLATE BRACKET	1	35.00	35.00	
153100	153100, 100AMP CIRCUIT BREAKER	1	50.00	50.00	

Quote is valid for 30 days!

Subtotal

Sales Tax (0.0%)

Total

VISA & MASTERCARD ACCEPTED

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature:

Quote is valid for 30 days!



Police Department
City Council 1/5/2026

TO: City Council
FROM: Greg Dull, Police Chief
DATE:
RE: Consideration of Agenda

1. ES - reso -Shooting Range Use Agreement
2. Excelsior Springs Range Use Agreement

RESOLUTION NO. 1633

A RESOLUTION APPROVING THE FORM OF A RANGE USE AGREEMENT

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

Section 1. The City Council hereby approves the form of the Range Use Agreement, attached hereto and incorporated herein, with agency-specific information completed as applicable.

Section 2. The City Manager or Police Chief is hereby authorized to execute the Range Use Agreements in substantially the same form as the attached agreement, with non-substantive modifications as necessary to complete agency-specific details.

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

THIS RESOLUTION PASSED AND APPROVED THIS 5th DAY OF January, 2026.

ATTEST:

Reggie St. John, Mayor Pro-Tem

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

RANGE USE AGREEMENT

This Range Use Agreement ("Agreement") is made between the City of Excelsior Springs, Missouri and _____ ("Agency").

RECITALS

WHEREAS, the City of Excelsior Springs, Missouri ("City") owns and operates a shooting range facility located at the City's Water Treatment Plant ("Range");

WHEREAS, Agency desires to utilize the Range for law enforcement firearms training and qualification purposes;

WHEREAS, the City is willing to permit the Agency's use of the Range under the terms and conditions set forth in this Agreement.

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

- 1. Range Use.** The City grants the Agency a non-exclusive, revocable license to use the Range for law enforcement training and qualification purposes. Use is limited to sworn law enforcement personnel employed by the Agency.
- 2. Term.** This Agreement expire on December 31, 2026, unless terminated earlier as provided herein.
- 3. Scheduling and Access.** The Agency shall coordinate all Range use with the City's designated Range Coordinator. Range use is subject to availability and may not conflict with City or other scheduled uses. Access methods (e.g., keys, codes) will be determined by the City and provided to the Agency as needed.
- 4. Fees.** The Agency shall pay the City \$200 per training day. Payment will be invoiced monthly and due within thirty (30) days of receipt.
- 5. Safety Rules and Procedures.** The Agency agrees to comply with the City's Range Rules and Safety Procedures, attached as Exhibit A and incorporated herein. Any exceptions require written approval from the City's Range Coordinator. The Agency shall provide a qualified Range Safety Officer for all training sessions.
- 6. Equipment and Targets.** The Agency shall supply its own firearms, ammunition, targets, and equipment. Targets must be positioned to ensure rounds impact designated berms safely. Any use of steel targets or vehicles requires prior written approval from the City.
- 7. Cleanup and Damage.** The Agency shall clean up all debris, targets, and casings after each use. Any damage caused by the Agency's personnel shall be repaired or reimbursed by the Agency at the City's discretion.

8. Insurance and Liability. The Agency shall maintain general liability and workers' compensation insurance as required by law and provide proof of coverage to the City upon request. The City shall maintain premises liability coverage. Nothing in this Agreement waives any immunities or defenses afforded to the City or the Agency under Missouri law, including sovereign immunity under RSMo 537.600 et seq.

9. Indemnification. To the extent permitted by law, the Agency shall indemnify, defend, and hold harmless the City, its officials, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent acts or omissions of the Agency, its officers, employees, or agents while using the Range.

10. Alterations and Maintenance. The Agency shall not make alterations to the Range without prior written approval from the City. The City is responsible for general Range maintenance.

11. Termination. Either party may terminate this Agreement upon thirty (30) days' written notice.

12. Governing Law and Venue. This Agreement shall be governed by Missouri law. Venue for any disputes shall be in Clay County, Missouri.

13. Entire Agreement. This document, including all attached Exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

14. Contacts.

City Range Coordinator: Investigations Support Specialist, Andrew Warner
Agency Point of Contact: _____

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

CITY OF EXCELSIOR SPRINGS, MISSOURI

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A - Range Rules and Safety Procedures

A. Firearm Handling and Conduct Expectations

Due to the potential dangers associated with handling loaded firearms, this agreement strictly prohibits unsafe or unprofessional behavior at the Excelsior Springs Police Range. The agency representative present is responsible for ensuring compliance with these rules.

Examples of inappropriate conduct include:

- Handling firearms in a dangerous or inappropriate manner, such as pointing a firearm unsafely, removing weapons without instruction, or disregarding safety rules, as determined by the range safety officer or agency representative.
- Firing beyond the designated backstop or using weapons not approved by the range safety officer or agency representative.
- Shoving, pushing, or engaging in physical roughhousing.
- Shouting, using profanity, or offensive language.
- Acting unprofessionally or disrespectfully toward other participants, the range training officer, or the agency representative.
- Violating parking and driving rules; vehicles must be parked in designated areas, and driving off the roadway is prohibited.
- Failing to properly care for the range and its facilities.

B. End-of-Day Range Procedures

At the end of each training session:

- Participants must collect all shell casings and dispose of them in recycling buckets.
- All trash must be picked up and disposed of properly.
- The range safety officer or agency representative will perform a final inspection to ensure the range is clean before officers are dismissed.

Additional responsibilities include:

- Removing used targets from the target holder and disposing of them properly.
- Ensuring their duty weapons are in operational condition before leaving the range.

C. Range Control and Training Oversight

The range is under the overall authority of the Excelsior Springs Agency Representative, who collaborates with the training agency's range officer to ensure safe and proper training. The training outline must be reviewed and approved beforehand, and any deviations must be discussed and agreed upon prior to training. Final decisions regarding training tactics, methods, or practices are at the discretion of the agency representative.

- Each training session must be submitted with a training outline at least 48 hours in advance.

D. Equipment and Ammunition Standards

Only properly equipped individuals may use the range facilities. This includes:

- Well-maintained, operational firearms.
- All weapons must be approved by the agency representative before use.
- Ammunition must be agency-approved target or duty rounds suitable for the firearm.
- Participants must use appropriate holsters and accessories.
- Hearing and eye protection, provided by the training agency, must be worn at all times.
- Only targets approved by the Excelsior Springs Police Department are permitted.

E. Dress Code

All participants must wear appropriate range attire:

- Pants extending to the ankles.
- Short or long-sleeved shirts.
- Shoes that fully cover the feet.

Inappropriate attire includes:

- Shorts.
- Tank tops.
- Sandals.
- Clothing with obscene or offensive messages or images.

F. Range Safety and Conduct Enforcement

The range safety officer or agency representative has the authority to dismiss anyone violating these rules. Any such dismissal or safety violation will be documented and reported to the Range Commander and senior command staff of the training agency. Minor infractions will be documented and communicated to the training agency's range officer. Repeated violations may result in the loss of future range access.

G. Role of the Agency Representative

The agency representative operates under the direction of the Chief of Police for the Excelsior Springs Police Department. All outside agencies must coordinate their training schedules through the agency representative, who also manages range keys. Responsibilities include:

- Scheduling range use for other agencies.
- Ensuring adherence to all rules and regulations.
- Exercising overall authority over the range during outside agency training.
- Making decisions related to unforeseen issues such as:
 - Agricultural or farming conflicts with neighboring properties.
 - Weather-related concerns like rain or severe weather.
 - Damage to access roads caused by weather conditions.
 - Conflicts with Public Works or other agencies.

H. Training Supplies and Responsibilities

All necessary training materials and equipment must be supplied by the training agency, not the Excelsior Springs Police Department. This includes:

- Cardboard backing, paper targets, ammunition, batteries, eye and hearing protection, hydration, medical safety equipment, and any other items needed for safe training.



Police Department
City Council 1/5/2026

TO: City Council
FROM: Greg Dull, Police Chief
DATE:
RE: Consideration of Agenda

1. Cover Letter
2. Motion
3. Resolution

DATE: DECEMBER 18, 2025
TO: THE MAYOR AND CITY COUNCIL
RE: DESTRUCTION OF POLICE RECORDS

The Police Department Records Unit is currently in the process of digitizing records with permanent retention and disposing of documents that have exceeded their required retention periods.

Pursuant to City ordinance and state statute, police records that have met their established retention requirements may be lawfully destroyed. The department has identified a number of records that meet the criteria for destruction as outlined in the Missouri Municipal Records Manual and RSMo §109.230, subsection 4. These records date from 1990 through and including 2017.

In accordance with statutory requirements, the destruction of these records must be documented in the minutes of a City Council meeting. Attached for your review and approval is a resolution authorizing the destruction of the specified police records by shredding or incineration.

Please consider approval of the attached resolution.

Respectfully submitted,

Gregory Dull
Chief of Police

MOTION: A motion to accept Resolution No. _____ authorizing the destruction of certain police records as listed in the resolution and in accordance with City Ordinances and State Statutes.

MOTION BY: _____

SECOND: _____

Ayes _____ Nays _____

Mayor Spohn: _____

Mayor Pro-tem St. John: _____

Councilman McGovern: _____

Councilman Renne: _____

Councilman Spear: _____

RESOLUTION NO. 1634

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, COUNTY OF CLAY,
STATE OF MISSOURI APPROVING THE DESTRUCTION OF CERTAIN POLICE RECORDS IN
ACCORDANCE WITH ESTABLISHED CITY PROTOCOL AND PROCEDURES.**

WHEREAS, there is an interest in maintaining an efficient and systematic records management system for records kept by the Excelsior Springs Police Department, and

WHEREAS, there is an established list of recommendations for the retention period of police records put forth by the Missouri Secretary of State and the Missouri Municipal Records Manual, and

WHEREAS, the following records have met the recommended guidelines for destruction:

A. See attached case list

NOW, THEREFORE, BE IT RESOLVED the City Council hereby accepts the request for the disposal of the above cited police records.

SO DONE this 5th day of January, 2026.

APPROVED:

Reggie St. John, Mayor Pro-Tem

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

AGENDA ITEM NO. _____



Police Department
City Council 1/5/2026

TO: City Council
FROM: Greg Dull, Police Chief
DATE:
RE: Consideration of Agenda

1. City Counsel Cover Memo - Axon BWC's & Dash Cams
2. ES - reso -Body & Dash Cams
3. Axon Quote for BWC's & Dash Cams



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

December 30, 2025

TO: Mayor and City Counsel

FROM: Gregory Dull, Chief of Police

SUBJECT: Consideration of a Purchase Agreement with Axon Enterprise, Inc. for Body-worn Cameras and Dash Cameras

The Excelsior Springs Police Department's in-car dash cameras are past the end of their useful life and replacement parts are no longer commercially available. We currently do not have body-worn cameras (BWC's). The use of BWC's among law enforcement agencies has rapidly increased since 2014, leaving the Excelsior Springs Police Department in the small minority of agencies not using this technology. BWC technology has a proven track record in de-escalating situations and reducing litigation costs. These benefits also translate to improved evidence collection for investigations and prosecutions, potentially offsetting some of the initial costs through fewer internal reviews and lawsuits.

In compliance with the City's purchasing policy, we secured and executed hands-on demonstrations and price quotes from three separate equipment providers. Additionally, we sought professional input from other agencies and upfitters regarding their experience with the equipment and the responsiveness of the providers when issues arose.

The Excelsior Springs Police Department is seeking approval to enter into a five-year service agreement with Axon Enterprise, Inc., for ten (10) BWC's and eight (8) in-car dash cameras. The cost of this agreement is \$26,684.32 for the first year, and \$26,909.32 for years two through five, for a total cost of \$134,321.60.

This proposed purchase would be made utilizing monies from the Public Safety Sales Tax (PSST) Fund. The PSST Oversight Committee has approved this purchase as being consistent with the usage guidelines for these funds.

I am requesting approval for this purchase.

Gregory Dull
Chief of Police

RESOLUTION NO. 1635

A RESOLUTION APPROVING THE PURCHASE FROM AXON ENTERPRISE, INC. FOR
BODY-WORN CAMERAS AND IN-CAR DASH CAMERAS

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

Section 1. The form of the attached purchase and service agreement between the City of Excelsior Springs, Missouri, and Axon Enterprise, Inc., for body-worn cameras, in-car dash cameras, and related software and services, in a total amount not to exceed \$134,321.60 over a five-year term subject to annual appropriation, is hereby approved.

Section 2. The Mayor, City Manager, Chief of Police, and City Clerk are each authorized and directed to take such actions and execute such documents as may be necessary or convenient to carry out the intent of this Resolution, including issuance of purchase orders and payment of invoices consistent with the approved amount.

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

THIS RESOLUTION PASSED AND APPROVED THIS 5th DAY OF January, 2026.

Reggie St. John, Mayor Pro-Tem

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-720727-46021JK

Issued: 12/30/2025

Quote Expiration: 1/31/2026

Estimated Contract Start Date: 03/01/2026

Account Number: 154973

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Excelsior Springs Police Department - MO 301 S Main St Excelsior Springs, MO 64024-3204 USA	Excelsior Springs Police Department - MO 301 S Main St Excelsior Springs MO 64024-3204 USA Email: rwamer@espolice.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Robert Warner Phone: (816) 630-0240 Email: rwamer@excelsiorsprings.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$134,321.60
ESTIMATED TOTAL W/ TAX	\$134,321.60

Discount Summary

Average Savings Per Year	\$10,933.75
TOTAL SAVINGS	\$54,668.75

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$26,684.32	\$0.00	\$26,684.32
Feb 2027	\$26,909.32	\$0.00	\$26,909.32
Feb 2028	\$26,909.32	\$0.00	\$26,909.32
Feb 2029	\$26,909.32	\$0.00	\$26,909.32
Feb 2030	\$26,909.32	\$0.00	\$26,909.32
Total	\$134,321.60	\$0.00	\$134,321.60

Quote Unbundled Price:	\$188,982.40
Quote List Price:	\$154,049.20
Quote Subtotal:	\$134,321.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
B00047	AXON BODY CAMERA STARTER PLAN	10	60	\$98.79	\$53.08	\$53.08	\$31,848.00	\$0.00	\$31,848.00
Fleet3B	Fleet 3 Basic	8	60	\$182.46	\$166.82	\$166.82	\$80,073.60	\$0.00	\$80,073.60
A la Carte Hardware									
100974	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	13			\$34.00	\$34.00	\$442.00	\$0.00	\$442.00
H00003	AB4 1-Bay Dock Bundle	2			\$229.00	\$229.00	\$458.00	\$0.00	\$458.00
A la Carte Software									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	8	60		\$16.92	\$0.00	\$0.00	\$0.00	\$0.00
BasicLicense	Basic License Bundle	14	60		\$16.27	\$16.25	\$13,650.00	\$0.00	\$13,650.00
ProLicense	Pro License Bundle	1	60		\$46.82	\$46.75	\$2,925.00	\$0.00	\$2,925.00
A la Carte Services									
85144	AXON BODY - PSO - STARTER	1			\$10,000.00	\$4,925.00	\$4,925.00	\$0.00	\$4,925.00
Total							\$134,321.60	\$0.00	\$134,321.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	2	1	02/01/2026
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	2	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	100201	AXON BODY 4 - DOCK - SINGLE BAY	2	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	100206	AXON BODY 4 - 8 BAY DOCK	1	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	11	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	100859	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	1	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	2	1	02/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	8	1	02/01/2026
Fleet 3 Basic	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	8	1	02/01/2026
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	8	1	02/01/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	8	1	02/01/2026
A la Carte	100974	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	13	1	02/01/2026
AXON BODY CAMERA STARTER PLAN	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	08/01/2028
AXON BODY CAMERA STARTER PLAN	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	2	1	08/01/2028
AXON BODY CAMERA STARTER PLAN	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	08/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON BODY CAMERA STARTER PLAN	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	03/01/2026	02/28/2031
AXON BODY CAMERA STARTER PLAN	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	03/01/2026	02/28/2031
AXON BODY CAMERA STARTER PLAN	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	03/01/2026	02/28/2031
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	14	03/01/2026	02/28/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	14	03/01/2026	02/28/2031
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	8	03/01/2026	02/28/2031
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	16	03/01/2026	02/28/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	03/01/2026	02/28/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	03/01/2026	02/28/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	03/01/2026	02/28/2031
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	8	03/01/2026	02/28/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	1
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	8
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON BODY CAMERA STARTER PLAN	80464	AXON BODY - TAP WARRANTY - CAMERA	10	02/01/2027	02/28/2031
AXON BODY CAMERA STARTER PLAN	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	02/01/2027	02/28/2031
AXON BODY CAMERA STARTER PLAN	80465	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	02/01/2027	02/28/2031
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	8	02/01/2027	02/28/2031
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	8	02/01/2027	02/28/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	301 S Main St	Excelsior Springs	MO	64024-3204	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC - Year 1	100974	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	13	\$86.93	\$0.00	\$86.93
BWC - Year 1	85144	AXON BODY - PSO - STARTER	1	\$968.66	\$0.00	\$968.66
BWC - Year 1	B00047	AXON BODY CAMERA STARTER PLAN	10	\$6,263.90	\$0.00	\$6,263.90
BWC - Year 1	BasicLicense	Basic License Bundle	14	\$2,684.74	\$0.00	\$2,684.74
BWC - Year 1	H00003	AB4 1-Bay Dock Bundle	2	\$90.08	\$0.00	\$90.08
BWC - Year 1	ProLicense	Pro License Bundle	1	\$575.29	\$0.00	\$575.29
Fleet 3 - Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	\$0.00	\$0.00	\$0.00
Fleet 3 - Year 1	Fleet3B	Fleet 3 Basic	8	\$16,014.72	\$0.00	\$16,014.72
Total				\$26,684.32	\$0.00	\$26,684.32

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	8	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	Fleet3B	Fleet 3 Basic	8	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC - Year 2	100974	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	13	\$88.77	\$0.00	\$88.77
BWC - Year 2	85144	AXON BODY - PSO - STARTER	1	\$989.09	\$0.00	\$989.09
BWC - Year 2	B00047	AXON BODY CAMERA STARTER PLAN	10	\$6,396.03	\$0.00	\$6,396.03
BWC - Year 2	BasicLicense	Basic License Bundle	14	\$2,741.30	\$0.00	\$2,741.30
BWC - Year 2	H00003	AB4 1-Bay Dock Bundle	2	\$91.98	\$0.00	\$91.98
BWC - Year 2	ProLicense	Pro License Bundle	1	\$587.43	\$0.00	\$587.43
Fleet 3 - Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	\$0.00	\$0.00	\$0.00
Fleet 3 - Year 2	Fleet3B	Fleet 3 Basic	8	\$16,014.72	\$0.00	\$16,014.72
Total				\$26,909.32	\$0.00	\$26,909.32

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC - Year 3	100974	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	13	\$88.77	\$0.00	\$88.77
BWC - Year 3	85144	AXON BODY - PSO - STARTER	1	\$989.09	\$0.00	\$989.09
BWC - Year 3	B00047	AXON BODY CAMERA STARTER PLAN	10	\$6,396.03	\$0.00	\$6,396.03
BWC - Year 3	BasicLicense	Basic License Bundle	14	\$2,741.30	\$0.00	\$2,741.30
BWC - Year 3	H00003	AB4 1-Bay Dock Bundle	2	\$91.98	\$0.00	\$91.98
BWC - Year 3	ProLicense	Pro License Bundle	1	\$587.43	\$0.00	\$587.43
Fleet 3 - Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	\$0.00	\$0.00	\$0.00
Fleet 3 - Year 3	Fleet3B	Fleet 3 Basic	8	\$16,014.72	\$0.00	\$16,014.72

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$26,909.32	\$0.00	\$26,909.32

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC - Year 4	100974	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	13	\$88.77	\$0.00	\$88.77
BWC - Year 4	85144	AXON BODY - PSO - STARTER	1	\$989.09	\$0.00	\$989.09
BWC - Year 4	B00047	AXON BODY CAMERA STARTER PLAN	10	\$6,396.03	\$0.00	\$6,396.03
BWC - Year 4	BasicLicense	Basic License Bundle	14	\$2,741.30	\$0.00	\$2,741.30
BWC - Year 4	H00003	AB4 1-Bay Dock Bundle	2	\$91.98	\$0.00	\$91.98
BWC - Year 4	ProLicense	Pro License Bundle	1	\$587.43	\$0.00	\$587.43
Fleet 3 - Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	\$0.00	\$0.00	\$0.00
Fleet 3 - Year 4	Fleet3B	Fleet 3 Basic	8	\$16,014.72	\$0.00	\$16,014.72
Total				\$26,909.32	\$0.00	\$26,909.32

Feb 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC - Year 5	100974	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	13	\$88.77	\$0.00	\$88.77
BWC - Year 5	85144	AXON BODY - PSO - STARTER	1	\$989.09	\$0.00	\$989.09
BWC - Year 5	B00047	AXON BODY CAMERA STARTER PLAN	10	\$6,396.03	\$0.00	\$6,396.03
BWC - Year 5	BasicLicense	Basic License Bundle	14	\$2,741.30	\$0.00	\$2,741.30
BWC - Year 5	H00003	AB4 1-Bay Dock Bundle	2	\$91.98	\$0.00	\$91.98
BWC - Year 5	ProLicense	Pro License Bundle	1	\$587.43	\$0.00	\$587.43
Fleet 3 - Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	\$0.00	\$0.00	\$0.00
Fleet 3 - Year 5	Fleet3B	Fleet 3 Basic	8	\$16,014.72	\$0.00	\$16,014.72
Total				\$26,909.32	\$0.00	\$26,909.32



Police Department
City Council 1/5/2026

TO: City Council
FROM: Greg Dull, Police Chief
DATE:
RE: Consideration of Agenda

1. City Council Cover Memo - Schedule of Fees ACC
2. ES - ord - animal control fees - 2026



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

December 30, 2025

TO: Mayor and City Council

FROM: Gregory Dull, Chief of Police

SUBJECT: Consideration of Adjusting the Schedule of Fees for the Animal Control Center, and to eliminate Ordinance Section 210.170 City License

The Schedule of Fees for the Animal Control Center have been in effect since August 1, 2014, and are no longer adequate to cover the actual costs to the city. I recommend the fees be adjusted as indicated, to reflect the current cost associated with the service provided.

I am also requesting the council repeal Section 210.170, requiring a city license for dogs, cats, and miniature pigs. In my opinion, the ordinance is outdated and difficult to enforce. Additionally, with the advancement in technology since 1987, when the ordinance was originally adopted, things like Byte tags, GPS location tags, and microchips etc., are better able to track pets and provide pet/owner information, making reuniting pets with their owners significantly easier and more convenient than a city tag ever could.

Respectfully submitted,

Gregory Dull

Gregory Dull
Liquor Control Officer
Chief of Police

ORDINANCE NO. 26-01-03

AN ORDINANCE AMENDING THE SCHEDULE OF FEES, TITLE 1, APPENDIX A, OF
THE MUNICIPAL CODE RELATED TO ANIMAL CONTROL FEES AND REPEALING
LICENSE REQUIREMENTS FOR DOGS, CATS, AND MINIATURE PIGS

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

Section 1. Excelsior Springs Municipal Code Schedule of Fees, Title 1, Appendix A, Animal Control, Table A-1 is hereby added to read as follows:

Table A-1 Animal Control			
Animal Control Fee Schedule	Fees		Code Reference
Chicken Permit, Initial	\$50.00		210.125
Chicken Permit, Renewal	\$50.00		210.125
Disposition of Animals (Surrender Fees)	\$40.00 individual cat or dog		210.300
	\$10.00 per head/litter		
	\$40.00 nursing dog/cat		
	\$20.00 each – caged animal		
Disposition of Animals (Adoption Fees)	Dog	Cat	210.300
Spay	\$95.00	\$75.00	
Neuter	\$95.00	\$75.00	
Rabies Vaccination	\$15.00	\$15.00	
DAPPV	\$15.00		
FRCP		\$10.00	
Bordetella	\$10.00		
Heartworm Test (one year +)	\$20.00		
HIV/FE-Leuk Test	\$25.00 (mandatory)	\$25.00 (optional)	
Microchip	\$25.00 (mandatory)	\$25.00 (optional)	
Totals	\$180.00	\$100.00	
Without Spay/Neuter	\$100.00	\$45.00	
Misc. Small Animal		\$20.00	
Impounded Animal		\$40.00	210.310
Daily Boarding		\$15.00	210.310

Dead Animal Disposal	\$25.00 small \$45.00 large		210.330
Rabies Observation		\$100.00	210.360

Section 2. That City Code Sections 210.170, 210.180, 210.190, 210.200, 210.210, 210.220, 210.230, and 210.430 are hereby repealed.

Section 3. That Section 210.400 is hereby amended to read as follows (language to be repealed contains a ~~strikethrough~~; language to be added is underlined):

Section 210.400. Penalties.

A. Any person violating any provision of this Chapter shall be deemed guilty of an ordinance violation and upon conviction of any such violations shall, unless another specific penalty or specific penalty range be provided by another Subsection of this Section, be punished by a fine of not less than fifteen dollars (\$15.00) nor more than five hundred dollars (\$500.00), or by imprisonment in the Municipal Correctional Institution for a term not to exceed ninety (90) days or by both such fine and imprisonment.

~~B. The penalty range for any person violating any of the following Sections of this Chapter:~~

~~Section 210.170. License, required for dogs, cats or miniature pigs.~~

~~Section 210.230. Wearing of license or identification tags required.~~

~~Section 210.290. Dogs and miniature pigs running at large —~~

~~prohibited.~~

~~shall be increased, up to a maximum of five hundred dollars (\$500.00), for any animal not properly licensed according to this Chapter.~~

~~C. B.~~ Each day's violation of, or failure, refusal or neglect to comply with, any provision of this Chapter, shall constitute a separate and distinct offense.

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

INTRODUCED IN WRITING, read by title two times, passed and approved this 5th day of January, 2026.

Reggie St. John, Mayor Pro-Tem

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Police Department
City Council 1/5/2026

TO: City Council
FROM: Greg Dull, Police Chief
DATE:
RE: Consideration of Agenda

1. City Counsel Cover Memo - CNO Revision
2. ES - code ord - CNO - 11-30-25
3. Current Nuisance Ordinance



GREGORY A. DULL
CHIEF OF POLICE

POLICE DEPARTMENT
816.630.2000
301 SOUTH MAIN STREET
Fax: 816.630.4104
EXCELSIOR SPRINGS, MISSOURI 64024
www.espolice.com

December 30, 2025

TO: Mayor and City Council

FROM: Gregory Dull, Chief of Police

SUBJECT: Consideration of Amending the City's Chronic Nuisance Properties Ordinance, Section #235.140

The City's Chronic Nuisance Properties ordinance provides a civil process to address properties that become chronic nuisances due to repeated illegal or disruptive activities, which place an undue burden on City resources such as law enforcement and emergency services. Traditional criminal prosecution alone is often insufficient to prevent recurring issues or mitigate the broader public harms caused by these properties.

The proposed revision, developed in consultation with the City Attorney and Community Development Director, is more comprehensive. It lowers the threshold for addressing minor quality-of-life issues while including additional safeguards to encourage property owner cooperation and protect innocent parties, such as victims and compliant tenants.

The proposed changes are summarized as:

1. Changes to the Definition and Trigger Threshold

- **Threshold Lowered**

- Original: Generally **3 police responses/incident reports in 12 months**; only **1** for drug manufacturing/delivery/distribution or illegal firearms/weapons sales/use.
- Proposed: **2 or more nuisance activities in 180 days** (about 6 months). No special lower threshold for drugs/firearms.

- **Scope of nuisance activities:**

- Original: Focused on serious crimes (illegal drugs, firearms, prostitution, certain alcohol violations, public order offenses, assaults, any felony/misdemeanor).
- Proposed: Broader and more detailed list, including lower-level offenses:
 - Felonies adversely affecting public safety (requiring 2+ felony arrests).
 - Drug offenses (similar but not singled out for lower threshold).
 - Disorderly conduct, public urination/defecation, peace disturbance, assault.
 - Sexual offenses (Ch. 566 RSMo), prostitution (Ch. 567 RSMo).
 - Liquor violations (Ch. 311 RSMo or Ch. 600).
 - Trespass, arson-related, gambling, firearm discharge/brandishing (Ch. 571 RSMo), harassing/intimidating behavior, noise violations (Ch. 240), tampering/vandalism.
 - **New:** Extensive definition of illegal **camping/homeless encampments** (sleeping, tents, vehicles as living accommodations, storing personal property; judged by "totality of circumstances").
- **Overall:** Proposed captures more minor/disruptive behaviors (e.g., noise, urination, camping).

2. Process and Notice Changes

- **Initial notice and opportunity to respond** (Proposed §235.143):
 - New requirement for Police Chief to send warning notice detailing activities and dates; owner has 15 days to dispute or propose abatement plan.
 - Optional meeting with Police Chief; decision within 30 days.
 - Police Chief can defer action if owner submits/implements satisfactory plan.
 - Original had a notice after threshold met, with 15 days before potential hearing, but less structured pre-hearing dialogue.
- **Hearing** (Proposed §235.144 vs. Original §235.140.D):
 - Similar: City Manager (or designee) holds hearing, considers evidence/factors (cooperation, impact, etc.).

- Notice expanded to include posting on property if feasible, and explicit victim protection notice.
- Proposed limits targeted closure to specific units/spaces where possible.

3. Abatement Remedies and Severity

- **Closure period shortened:** Original up to **1 year**; Proposed up to **6 months**.
- **New/more options** (Proposed §235.144.C):
 - Revocation/suspension of occupancy permits, liquor licenses, business licenses.
 - Physical securing or suspension of City utility services during closure.
- **Temporary stay:** New option for City Manager to pause abatement if owner submits/implements acceptable plan.
- **Costs and licenses:** Similar (costs as lien, suspend landlord license), but integrated differently.
- **Post-closure plan:** Original required submission for approval; proposed relies more on pre-hearing or stay plans.

4. Victim and Tenant Protections

- Both protect victims (no discouragement of reporting, especially domestic violence).
- Proposed strengthens (§235.142.B): Explicitly prohibits abatement against victims; requires findings in orders; no action based solely on calling police.
- **Anti-retaliation** (Proposed §235.144.G vs. Original §235.140.F.5):
 - Similar presumption of retaliation (proposed: 6 months; original: 12 months).
 - Proposed broader (covers complaints about condition/maintenance/operation, cooperation with enforcement).

5. New Defenses (§235.142.D)

- Affirmative defenses for owners:
 - Evicting (or diligently attempting to evict) responsible parties.
 - Diligently pursuing reasonable prevention measures.
- Original had no explicit defenses; relied on hearing factors (e.g., owner's efforts).

6. Property Transfer (§235.145 – Entirely New)

- Prior nuisance activities don't count against new owner unless transfer was to evade (rebuttable presumption if below market value, to related entity/relative).

7. Enforcement and Penalties (§235.146)

- New emphasis on **civil remedies**: Injunctions, mandamus, cost recovery, civil penalties.
- Violations punishable per general code (§100.150).
- Remedies cumulative (can combine civil, administrative, etc.).

Respectfully Submitted,

Gregory Dull
Chief of Police

ORDINANCE NO. 26-01-04

AN ORDINANCE AMENDING THE CITY CODE REGARDING CHRONIC NUISANCE PROPERTIES.

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

Section 1. That Article IV, Chapter 235 of the City Code is hereby amended to read as follows:

Section 235.140 Legislative Findings.

A. The City Council makes the following legislative findings:

1. Chronic unlawful activity on property materially and adversely affects the peace, safety, and welfare of residents, businesses, and visitors throughout the community.
2. Repeated criminal conduct and disruptive behavior on properties places an undue burden on City resources, including law enforcement, code enforcement, and emergency services, diverting them from other critical public needs.
3. Traditional criminal prosecution alone is not always sufficient to prevent recurring unlawful activity nor to mitigate the public harms associated with chronic nuisance properties.
4. It is in the public interest to require property owners to exercise reasonable diligence in managing and maintaining their properties to prevent unlawful, dangerous, or disruptive activity by tenants, occupants, guests, or other persons present on the property.
5. Holding property owners accountable for chronic nuisance activity is essential to protecting public health, safety, and welfare, preserving property values, maintaining neighborhood stability, and supporting the economic vitality of the City.
6. The purpose of this Article is to establish a fair, effective, and efficient process for identifying, addressing, and abating chronic nuisance properties, thereby promoting responsible ownership, enhancing neighborhood livability, and safeguarding the City's long-term prosperity.
7. This Article applies to all property types within the City, including but not limited to residential, commercial, industrial, and institutional properties.

Section 235.141 Chronic Nuisance Defined.

1. A “chronic nuisance property” means any property, whether residential, commercial, industrial, or institutional, or any structure or portion thereof, upon which two (2) or more nuisance activities occur within any one hundred eighty (180) day period, whether committed by the owner, occupant, tenant, or any other person whose activities on, in, or adjacent to the property and are reasonably

attributable to the property's use, occupancy, or condition. Nuisance activities include, but are not limited to, the following:

2. The commission of acts prohibited by federal or state law resulting in two or more felony arrests, and where such acts materially and adversely affect the public safety, health, or welfare of persons residing in, using, or conducting business in the surrounding area.
3. The manufacture, distribution, sale, or use of controlled substances prohibited by federal law, state statute, or city ordinance.
4. Incidents of disorderly conduct, public urination/defecation, peace disturbance, or assault.
5. Any sexual offense under Chapter 566 RSMo or Article IX of this Code.
6. Any prostitution related offense under Chapter 567 RSMo.
7. Any violation of the liquor control law, Chapter 311 RSMo or the alcoholic beverages ordinance, Chapter 600 of this Code.
8. Trespass under section 569.140 RSMo or section 230.360 of this Code.
9. Any arson or related offense under section 569.040 through 569.065 RSMo or reckless burning or exploding under section 230.380.
10. Gambling under Chapter 572 RSMo.
11. Discharge or brandishing of a firearm under section 230.280 of this Code and Unlawful use of weapons and armed criminal action under Chapter 571 RSMo.
12. Incidents of harassing or intimidating behavior, such as by blocking the path of persons passing by or making comments intended to frighten nearby inhabitants or persons passing by the property.
13. Noise violation under Chapter 240 of this Code.
14. Tampering, vandalism, or property damage offenses under Article VII of this Code.
15. Any instance in which a property owner, business, tenant, occupant, or person in control of property knowingly permits, authorizes, allows, facilitates, promotes, or fails to take reasonable steps to prevent camping on the property when such activity is not permitted by the City's zoning code or is inconsistent with the permitted uses of the zoning district. For purposes of this subsection, "camping" means: a) sleeping or preparing to sleep on the property, including laying down bedding, sleeping bags, mattresses, pallets, or similar materials; b) erecting, maintaining, or occupying any tent, tarp, lean-to, shack, temporary structure, shelter, or similar assemblage; c) using a vehicle, including an automobile, recreational vehicle, trailer, camper, or similar conveyance, for living or sleeping accommodations; d) storing or maintaining personal property associated with temporary living accommodations, including bedding, clothing, cookware, or other household items; or e) any activity that, under the totality of circumstances, reasonably appears to constitute temporary living accommodations on the property.

Section 235.142 Chronic Nuisance Unlawful; Victim Protection; Defenses.

- A. It is unlawful for any owner, occupant, or person in control of any property, premises, lot, tract, or parcel of land to cause, permit, maintain, or allow a chronic nuisance to exist on or be associated with such property. This section shall not be construed to discourage or penalize individuals who are victims of crime or who, in good faith, seek assistance from law enforcement or other emergency services.
- B. No enforcement action or abatement shall be ordered against an individual who was a victim in whole or in part of the incidents that formed the basis of the nuisance enforcement action. No occupancy permit revocation or other abatement measure against an individual will be predicated upon the mere fact that such individual called for police or emergency services. The notice of a nuisance hearing shall include notice of the provisions of this section. Any decision or related order in a nuisance proceeding imposing enforcement or abatement action with respect to an individual shall make a finding whether that individual is a victim and may be the subject of such enforcement or abatement action.
- C. It shall be unlawful for any person to:
 - a. Fail to obey an abatement order issued under this Article;
 - b. Interfere with any police officer, agent or employee of the City who is enforcing an abatement order issued under this article; or
 - c. Occupy or use or allow another to occupy or use property that has been closed by an abatement order issued under this Article.
- D. Defenses
 - a. In any prosecution or abatement action under this Article, it shall be an affirmative defense that the property owner has evicted or is diligently attempting to evict all tenants, lessees, or occupants of the property that committed each alleged nuisance activity that caused the property to become a chronic nuisance property.
 - b. In any prosecution or abatement action under this Article, it shall be an affirmative defense that the property owner has diligently pursued reasonable means to avoid a recurrence of violations similar to the alleged nuisance activities that caused the property to become a chronic nuisance property.

Section 235.143 Police Chief Determination.

- A. Before any property is determined to be a chronic nuisance property, the Police Chief must notify the property owner in writing that nuisance activities have occurred and that the property is in danger of becoming a chronic nuisance property. The notice shall identify the property and describe the alleged nuisance activities in detail including the dates on which the alleged nuisance activities occurred. The notice shall instruct the property owner to respond to the notice within 15 days either disputing the allegations of nuisance activities or proposing a plan to abate the nuisance activities. The notice shall be served on the property owner by first-class mail or by personal service.

- B. The Police Chief shall meet with any property owner who requests a meeting to dispute an allegation of nuisance activity or to discuss a plan to abate the nuisance activities. The property owner shall be notified of the position of the Police Chief on all disputed allegations of nuisance activity within thirty (30) days after the meeting.
- C. If, after the property owner has been given the opportunity to meet with the Police Chief, the Police Chief still believes that the property is a chronic nuisance property, the Police Chief may submit a report on the matter to the City Manager for abatement or to the City Prosecutor for prosecution, or both. The Police Chief may defer referring a chronic nuisance property to the City Manager or the City Prosecutor if the property owner has presented an abatement plan satisfactory to the Police Chief and has made good faith efforts to implement the plan.

Section 235.144 Administrative Process

- A. If, after reviewing the Police Chief's chronic nuisance property report, the City Manager determines that the proper procedures have been followed and that there is reason to believe that the property is a chronic nuisance property, the City Manager shall hold a hearing to determine whether a chronic nuisance exists and whether and how it should be abated.
- B. At least 15 days' notice shall be given of such hearing to the owner and occupant of the premises upon which the alleged nuisance exists, or to such person's agent, and to mortgagees of record. Such notice shall be given by first class mail or by personal service, and by posting on the property, if feasible. The notice shall state the time, date, and location of the hearing, identify the property and describe the alleged nuisance activities in detail including the dates on which the alleged nuisance activities occurred, and contain the notice as required by Section 235.142.B.
- C. Following the hearing, the City Manager shall make a written determination as to whether the property is a chronic nuisance property. If, after considering all evidence, the City Manager determines that the property is a chronic nuisance property and that the procedures were followed, the City Manager shall effect the abatement of the chronic nuisance by any measures necessary to cause its cessation and the prevention of its recurrence, including but not limited to the revocation of occupancy permits, liquor licenses, or business licenses for a period not to exceed six months, the closure of the premises where the nuisance has occurred for a period not to exceed six months, physically securing the property, or suspension of City utility services during the period of closure. If there is more than one (1) unit, space, or premises on the property, the City Manager shall close only the unit, space, or premises whose occupants, invitees, or users have engaged in the nuisance activities. The City Manager shall consider the following factors in determining whether to close a chronic nuisance property:
 - a. The level of cooperation of the property owner and occupants in attempting to prevent nuisance activities;
 - b. The nature and extent of the nuisance activities;

- c. The impact of the nuisance activities on neighbors and others; and
 - d. Any actions taken to avoid further nuisance activities connected with the property.
- D. The City Manager may, at her discretion, order a temporary stay of abatement to allow the property owner or responsible party an opportunity to submit and implement an acceptable plan of abatement. The stay shall remain in effect only so long as the City Manager determines that substantial progress is being made toward abatement. If an acceptable plan is not submitted within the time prescribed by the City Manager, or if the plan is not diligently implemented according to its terms, the City Manager may lift the stay and proceed with abatement without further notice.
- E. If the owner does not obey the order of the City Manager, the City may suspend any landlord license held by the owner, until the owner has complied with that order.
- F. It shall be unlawful to remove an order posted on the property.
- G. It shall be unlawful for any owner, landlord, or lessor of property, or any person acting as their agent, to terminate, refuse to renew, increase charges, reduce services, or otherwise retaliate against any tenant, lessee, occupant, or other person lawfully associated with a property because that person: made a complaint to the City regarding the condition, maintenance, or operation of the property; or cooperated with or provided information to City officials in connection with the enforcement of this Article. It shall likewise be unlawful for any such person to intimidate, harass, or actively discourage any tenant, lessee, occupant, or other person lawfully associated with a property from exercising their rights under this Article or from cooperating with the City. It shall be presumed that any attempt to increase charges, reduce services, harass, or otherwise retaliate against the tenant, lessee, or occupant during the six-month period following receipt of the complaint by the City constitutes unlawful retaliation under this Subsection. Such presumption may be rebutted by a preponderance of the evidence that the actions taken were based upon good cause. Notwithstanding the foregoing, a tenancy or occupancy may be terminated for failure to pay rent; commission of an activity defined as a nuisance under this Article; commission of waste upon the premises; or violation of the terms and conditions of the lease or occupancy agreement. A landlord's or lessor's failure to renew a lease or occupancy agreement upon its expiration shall not, by itself, be deemed a violation of this Subsection.

Section 235.145 Effect of Property Conveyance

- A. When title to property is conveyed, any nuisance activity that occurred before the conveyance shall not be used to establish the property as a chronic nuisance property unless the reason for the conveyance was to avoid a determination that the property was a chronic nuisance property.
- B. There shall be a rebuttable presumption that the conveyance was made to avoid a chronic nuisance determination if:

- a. The property was conveyed for less than fair market value;
- b. The property was conveyed to an entity controlled by a person conveying the property;
- c. The property was conveyed to a relative of a person conveying the property.

Section 235.146 Enforcement

- A. The City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this Article and abating chronic nuisances. In addition to any other remedies provided by law, the City Attorney, or other appropriate authority of the City, may institute civil proceedings for injunction, mandamus, abatement, or any other appropriate legal or equitable relief to restrain, correct, or abate any chronic nuisance, to prevent the occupancy or use of any property found to constitute a chronic nuisance, or to otherwise prevent unlawful acts, conduct, business, or conditions that materially endanger the public health, safety, or welfare. Civil actions may seek orders to compel compliance with any abatement plan approved by the City, to recover costs incurred by the City in abating the nuisance, to impose civil penalties as authorized by ordinance or law, and to obtain any other appropriate relief necessary to protect the peace, safety, and welfare of the community.
- B. Any violation of this Article may be punishable as provided in City Code Section 100.150.
- C. The remedies provided in this Article shall be cumulative and not exclusive, and the City may pursue any combination of remedies or enforcement actions authorized by this Article or by law.

Section 2. Effective Date. 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 5th day of January, 2026.

Reggie St. John, Mayor Pro-Tem

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Section 235.140 Legislative Findings.

A. The City Council makes the following legislative findings:

1. Chronic unlawful activity on property materially and adversely affects the peace, safety, and welfare of residents, businesses, and visitors throughout the community.
2. Repeated criminal conduct and disruptive behavior on properties places an undue burden on City resources, including law enforcement, code enforcement, and emergency services, diverting them from other critical public needs.
3. Traditional criminal prosecution alone is not always sufficient to prevent recurring unlawful activity nor to mitigate the public harms associated with chronic nuisance properties.
4. It is in the public interest to require property owners to exercise reasonable diligence in managing and maintaining their properties to prevent unlawful, dangerous, or disruptive activity by tenants, occupants, guests, or other persons present on the property.
5. Holding property owners accountable for chronic nuisance activity is essential to protecting public health, safety, and welfare, preserving property values, maintaining neighborhood stability, and supporting the economic vitality of the City.
6. The purpose of this Article is to establish a fair, effective, and efficient process for identifying, addressing, and abating chronic nuisance properties, thereby promoting responsible ownership, enhancing neighborhood livability, and safeguarding the City's long-term prosperity.
7. This Article applies to all property types within the City, including but not limited to residential, commercial, industrial, and institutional properties.

Section 235.141 Chronic Nuisance Defined.

1. A “chronic nuisance property” means any property, whether residential, commercial, industrial, or institutional, or any structure or portion thereof, upon which two (2) or more nuisance activities occur within any one hundred eighty (180) day period, whether committed by the owner, occupant, tenant, or any other person whose activities on, in, or adjacent to the property and are reasonably attributable to the property’s use, occupancy, or condition. Nuisance activities include, but are not limited to, the following:
2. The commission of acts prohibited by federal or state law resulting in two or more felony arrests, and where such acts materially and adversely affect the public safety, health, or welfare of persons residing in, using, or conducting business in the surrounding area.
3. The manufacture, distribution, sale, or use of controlled substances prohibited by federal law, state statute, or city ordinance.
4. Incidents of disorderly conduct, public urination/defecation, peace disturbance, or assault.

5. Any sexual offense under Chapter 566 RSMo or Article IX of this Code.
6. Any prostitution related offense under Chapter 567 RSMo.
7. Any violation of the liquor control law, Chapter 311 RSMo or the alcoholic beverages ordinance, Chapter 600 of this Code.
8. Trespass under section 569.140 RSMo or section 230.360 of this Code.
9. Any arson or related offense under section 569.040 through 569.065 RSMo or reckless burning or exploding under section 230.380.
10. Gambling under Chapter 572 RSMo.
11. Discharge or brandishing of a firearm under section 230.280 of this Code and Unlawful use of weapons and armed criminal action under Chapter 571 RSMo.
12. Incidents of harassing or intimidating behavior, such as by blocking the path of persons passing by or making comments intended to frighten nearby inhabitants or persons passing by the property.
13. Noise violation under Chapter 240 of this Code.
14. Tampering, vandalism, or property damage offenses under Article VII of this Code.
15. Any instance in which a property owner, business, tenant, occupant, or person in control of property knowingly permits, authorizes, allows, facilitates, promotes, or fails to take reasonable steps to prevent camping on the property when such activity is not permitted by the City's zoning code or is inconsistent with the permitted uses of the zoning district. For purposes of this subsection, "camping" means: a) sleeping or preparing to sleep on the property, including laying down bedding, sleeping bags, mattresses, pallets, or similar materials; b) erecting, maintaining, or occupying any tent, tarp, lean-to, shack, temporary structure, shelter, or similar assemblage; c) using a vehicle, including an automobile, recreational vehicle, trailer, camper, or similar conveyance, for living or sleeping accommodations; d) storing or maintaining personal property associated with temporary living accommodations, including bedding, clothing, cookware, or other household items; or e) any activity that, under the totality of circumstances, reasonably appears to constitute temporary living accommodations on the property.

Section 235.142 Chronic Nuisance Unlawful; Victim Protection; Defenses.

- A. It is unlawful for any owner, occupant, or person in control of any property, premises, lot, tract, or parcel of land to cause, permit, maintain, or allow a chronic nuisance to exist on or be associated with such property. This section shall not be construed to discourage or penalize individuals who are victims of crime or who, in good faith, seek assistance from law enforcement or other emergency services.
- B. No enforcement action or abatement shall be ordered against an individual who was a victim in whole or in part of the incidents that formed the basis of the nuisance enforcement action. No occupancy permit revocation or other abatement measure against an individual

will be predicated upon the mere fact that such individual called for police or emergency services. The notice of a nuisance hearing shall include notice of the provisions of this section. Any decision or related order in a nuisance proceeding imposing enforcement or abatement action with respect to an individual shall make a finding whether that individual is a victim and may be the subject of such enforcement or abatement action.

C. It shall be unlawful for any person to:

- a. Fail to obey an abatement order issued under this Article;
- b. Interfere with any police officer, agent or employee of the City who is enforcing an abatement order issued under this article; or
- c. Occupy or use or allow another to occupy or use property that has been closed by an abatement order issued under this Article.

D. Defenses

- a. In any prosecution or abatement action under this Article, it shall be an affirmative defense that the property owner has evicted or is diligently attempting to evict all tenants, lessees, or occupants of the property that committed each alleged nuisance activity that caused the property to become a chronic nuisance property.
- b. In any prosecution or abatement action under this Article, it shall be an affirmative defense that the property owner has diligently pursued reasonable means to avoid a recurrence of violations similar to the alleged nuisance activities that caused the property to become a chronic nuisance property.

Section 235.143 Police Chief Determination.

- A. Before any property is determined to be a chronic nuisance property, the Police Chief must notify the property owner in writing that nuisance activities have occurred and that the property is in danger of becoming a chronic nuisance property. The notice shall identify the property and describe the alleged nuisance activities in detail including the dates on which the alleged nuisance activities occurred. The notice shall instruct the property owner to respond to the notice within 15 days either disputing the allegations of nuisance activities or proposing a plan to abate the nuisance activities. The notice shall be served on the property owner by first-class mail or by personal service.
- B. The Police Chief shall meet with any property owner who requests a meeting to dispute an allegation of nuisance activity or to discuss a plan to abate the nuisance activities. The property owner shall be notified of the position of the Police Chief on all disputed allegations of nuisance activity within thirty (30) days after the meeting.
- C. If, after the property owner has been given the opportunity to meet with the Police Chief, the Police Chief still believes that the property is a chronic nuisance property, the Police Chief may submit a report on the matter to the City Manager for abatement or to the City Prosecutor for prosecution, or both. The Police Chief may defer referring a chronic nuisance property to the City Manager or the City Prosecutor if the property owner has

presented an abatement plan satisfactory to the Police Chief and has made good faith efforts to implement the plan.

Section 235.144 Administrative Process

- A. If, after reviewing the Police Chief's chronic nuisance property report, the City Manager determines that the proper procedures have been followed and that there is reason to believe that the property is a chronic nuisance property, the City Manager shall hold a hearing to determine whether a chronic nuisance exists and whether and how it should be abated.
- B. At least 15 days' notice shall be given of such hearing to the owner and occupant of the premises upon which the alleged nuisance exists, or to such person's agent, and to mortgagees of record. Such notice shall be given by first class mail or by personal service, and by posting on the property, if feasible. The notice shall state the time, date, and location of the hearing, identify the property and describe the alleged nuisance activities in detail including the dates on which the alleged nuisance activities occurred, and contain the notice as required by Section 235.142.B.
- C. Following the hearing, the City Manager shall make a written determination as to whether the property is a chronic nuisance property. If, after considering all evidence, the City Manager determines that the property is a chronic nuisance property and that the procedures were followed, the City Manager shall effect the abatement of the chronic nuisance by any measures necessary to cause its cessation and the prevention of its recurrence, including but not limited to the revocation of occupancy permits, liquor licenses, or business licenses for a period not to exceed six months, the closure of the premises where the nuisance has occurred for a period not to exceed six months, physically securing the property, or suspension of City utility services during the period of closure. If there is more than one (1) unit, space, or premises on the property, the City Manager shall close only the unit, space, or premises whose occupants, invitees, or users have engaged in the nuisance activities. The City Manager shall consider the following factors in determining whether to close a chronic nuisance property:
 - a. The level of cooperation of the property owner and occupants in attempting to prevent nuisance activities;
 - b. The nature and extent of the nuisance activities;
 - c. The impact of the nuisance activities on neighbors and others; and
 - d. Any actions taken to avoid further nuisance activities connected with the property.
- D. The City Manager may, at her discretion, order a temporary stay of abatement to allow the property owner or responsible party an opportunity to submit and implement an acceptable plan of abatement. The stay shall remain in effect only so long as the City Manager determines that substantial progress is being made toward abatement. If an acceptable plan is not submitted within the time prescribed by the City Manager, or if the plan is not diligently implemented according to its terms, the City Manager may lift the stay and proceed with abatement without further notice.

- E. If the owner does not obey the order of the City Manager, the City may suspend any landlord license held by the owner, until the owner has complied with that order.
- F. It shall be unlawful to remove an order posted on the property.
- G. It shall be unlawful for any owner, landlord, or lessor of property, or any person acting as their agent, to terminate, refuse to renew, increase charges, reduce services, or otherwise retaliate against any tenant, lessee, occupant, or other person lawfully associated with a property because that person: made a complaint to the City regarding the condition, maintenance, or operation of the property; or cooperated with or provided information to City officials in connection with the enforcement of this Article. It shall likewise be unlawful for any such person to intimidate, harass, or actively discourage any tenant, lessee, occupant, or other person lawfully associated with a property from exercising their rights under this Article or from cooperating with the City. It shall be presumed that any attempt to increase charges, reduce services, harass, or otherwise retaliate against the tenant, lessee, or occupant during the six-month period following receipt of the complaint by the City constitutes unlawful retaliation under this Subsection. Such presumption may be rebutted by a preponderance of the evidence that the actions taken were based upon good cause. Notwithstanding the foregoing, a tenancy or occupancy may be terminated for failure to pay rent; commission of an activity defined as a nuisance under this Article; commission of waste upon the premises; or violation of the terms and conditions of the lease or occupancy agreement. A landlord's or lessor's failure to renew a lease or occupancy agreement upon its expiration shall not, by itself, be deemed a violation of this Subsection.

Section 235.145 Effect of Property Conveyance

- A. When title to property is conveyed, any nuisance activity that occurred before the conveyance shall not be used to establish the property as a chronic nuisance property unless the reason for the conveyance was to avoid a determination that the property was a chronic nuisance property.
- B. There shall be a rebuttable presumption that the conveyance was made to avoid a chronic nuisance determination if:
 - a. The property was conveyed for less than fair market value;
 - b. The property was conveyed to an entity controlled by a person conveying the property;
 - c. The property was conveyed to a relative of a person conveying the property.

Section 235.146 Enforcement

- A. The City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this Article and abating chronic nuisances. In addition to any other remedies provided by law, the City Attorney, or other appropriate authority of the City, may institute civil proceedings for injunction, mandamus,

abatement, or any other appropriate legal or equitable relief to restrain, correct, or abate any chronic nuisance, to prevent the occupancy or use of any property found to constitute a chronic nuisance, or to otherwise prevent unlawful acts, conduct, business, or conditions that materially endanger the public health, safety, or welfare. Civil actions may seek orders to compel compliance with any abatement plan approved by the City, to recover costs incurred by the City in abating the nuisance, to impose civil penalties as authorized by ordinance or law, and to obtain any other appropriate relief necessary to protect the peace, safety, and welfare of the community.

- B. Any violation of this Article may be punishable as provided in City Code Section 100.150.
- C. The remedies provided in this Article shall be cumulative and not exclusive, and the City may pursue any combination of remedies or enforcement actions authorized by this Article or by law.