

NOTICE OF OPEN MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, April 6, 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**

AGENDA



City Council Meeting
6:00 PM
Monday, April 6, 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 March 16, 2026

CONSIDERATION OF AGENDA

1. Public Hearing - Chapter 353 Tax Abatement Application for 205 N Marietta St.
2. Consideration of 205 N Marietta Street Project Amendment to the Amended Development Plan Submitted by the Excelsior Springs Redevelopment Corporation; Authorizing Certain Tax Abatements for the Project Area; and Approving a Redevelopment Agreement - Ordinance No. 26-04-01
3. Consideration of Amending the City Code by Enacting a New Section to Prohibit Interference with First Responders Engaged in the Performance of

Their Duties - Ordinance No. 26-04-02

4. Consideration of Amendment to the Schedule of Fees, Title 1, Appendix A, of the Municipal Code Related to Animal Control Fees - Ordinance No. 26-02-04 (previously tabled)

5. Consideration of Execution of a UBAS Agreement with Mcanany Construction - Resolution No. 1650

6. Consideration of Execution of a Chip Seal Agreement with Vance Brothers LLC - Resolution No. 1651

7. Consideration of the Execution of a Curb, Base, and Pavement Rehab Agreement with Amino Brothers Co. - Resolution No. 1652

8. Consideration of Off-Premise Directional Signage for the Excelsior Springs Farmers Market - Resolution No. 1653

9. Consideration of Zoning Map Amendment for the Marocco Estates Subdivision, in its entirety, Rezoning the Subdivision from District R-2 (Two-Family Residential) to District R-3 (Cluster, Townhouse, or Garden Apartment) - Ordinance No. 26-04-03

10. Consideration of Adopting a Zoning Map Amendment for the Property Located at 101 W Excelsior Street, Rezoning the Property from District C-2 (General Business) to District R-3 (Cluster, Townhouse, or Garden Apartment) - Ordinance No. 26-04-04

11. Consideration of Amending Title IV, Chapter 400 of the Code of Ordinances Regarding Administrative Exceptions for Certain Zoning Regulations When a Minor Practical Difficulty Impedes Development - Ordinance No. 26-04-05

12. Consideration of Amending Title IV, Chapters 403 and 404 of the Code of Ordinances Adding New Sections Regarding Sign Permits and a Special Sign Permit Process - Ordinance No. 26-04-06

13. Consideration of Assignment and Assumption of Agreement for East Broadway Redevelopment - Resolution No. 1654

14. Presentation - Downtown Excelsior Partnership 2025 Report

Remarks - City Manager

Remarks - City Council

Remarks - Mayor

Adjourn

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

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

Date and Time of Posting: Thursday, April 2, 2026 at 4:30pm

CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
March 16, 2026

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 PM, on Monday, March 16, 2026 in the Council Chambers of the Hall or Waters Building located at 201 E. Broadway Avenue.

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

The Pledge of Allegiance was led by Mayor Spohn.

The meeting was called to order by Mayor Spohn.

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

Absent: None.

VISITORS: None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 2, 2026:

Councilman Renne made a motion to approve the minutes of the Regular City Council Meeting of March 2, 2026. Motion was seconded by Councilman McGovern. All in favor; motion carried.

Minutes of the Regular City Council Meeting of March 2, 2026 passed and approved March 16, 2026.

CONSIDERATION OF AGENDA:

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

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

 Nays: None, motion carried.

The agenda passed and approved March 16, 2026.

RESOLUTION NO. 1636, CONSIDERATION OF SERVICES AGREEMENT WITH ORION MANAGEMENT SOLUTIONS RG, INC.:

Mayor Spohn read by title Resolution No. 1636.

Melinda Mehaffy, City Manager briefed the Council of the Resolution, that was previously tabled.

Councilman McGovern made a motion to approve Resolution No. 1636 approving a Services Agreement with Orion Management Solutions RG, Inc. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

Resolution No. 1636 passed and approved March 16, 2026.

RESOLUTION NO. 1647, CONSIDERATION OF HOSPITAL BOARD APPOINTMENT:

Mayor Spohn read by title Resolution No. 1647.

Melinda Mehaffy, City Manager briefed the Council of the Resolution.

Mayor Pro Tem St. John made a motion to approve Resolution No. 1647 approving the appointment of Becky Treccariche to the Hospital Board of Trustees. Motion was seconded by Councilman Renne.

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

Nays: None, motion carried.

Resolution No. 1647 passed and approved March 16, 2026.

RESOLUTION NO. 1648, CONSIDERATION OF ADDENDUM TO THE MASTER SERVICES AGREEMENT WITH CREDIT BUREAU SYSTEMS DOING BUSINESS AS AMB FOR EMS BILLING SERVICES:

Mayor Spohn read by title Resolution No. 1648.

Zachary St. John, Fire Captain briefed the Council of the Resolution.

Councilman Spear made a motion to approve Resolution No. 1648 approving an Addendum to the Master Services Agreement with Credit Bureau Systems, Inc., D/B/A AMB, for EMS Billing Services. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Resolution No. 1648 passed and approved March 16, 2026.

FEBRUARY 2026 MONTHLY REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Spohn read by title the February 2026 Revenue Report and Financials for Review.

Vonda Floyd, Finance Director briefed the Council of the February 2026 Revenues and Financials. City Council Members had no questions.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Melinda Mehaffy:

1. Melinda Mehaffy was welcomed as the new City Manager.

2. Zion opened their warming center yesterday evening from 8pm – 8am, which was needed with the temperatures.
3. Thanked Jesse Hall for attending a meeting in Jefferson City last week. He shared our information on the projects we offer on aging within our community and the Community Center.

Councilman Renne:

1. No comments this evening, expect that is hard to get used to the cold weather again.

Councilman McGovern:

1. I would like to express our sympathy to Sarah Davis, Administrative Assistant to the Fire Chief, in the passing of her Father.
2. Thank you to the Excelsior Springs School District for allowing us to use their building and room to hold our City Council Meetings while the Hall of Water's elevator was down. I will be visiting them tomorrow to thank them and replenish their mints.

Councilman Spear:

1. April 18th, from 9 – 11am is the Clay County Shred It Don't Regret It Event – you must be a resident of Clay County to participate.
2. April 25th at 9am is the City of Excelsior Springs Electronics drop off Event. Most items are free to drop off except a few items, such as Plasma TV's that have a minimal cost.

Mayor Pro-Tem St. John:

1. The employee's highlighted at this meeting have been here for 14 years, they are Sharon Sampsel and Johanna Robertson. We appreciate their time.

Mayor Spohn:

1. I heard from some Public Works employee's that they watched the Council Meeting online and were happy that Mayor Pro Tem recognizes employee's anniversaries. Mayor Spohn thanked Mayor Pro Tem for that.
2. How many of you took the elevator tonight? It was so quiet and a very nice ride. Glad that the doors were preserved as well.

With no further business at hand, Councilman McGovern made a motion to Close the Meeting Pursuant to Sections 610.021.1 & 610.021.13, RSMo. Councilman Spear seconded.

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

Nays: None, motion carried.

The Regular City Council meeting of March 16, 2026 was Closed at 6:32 pm.

ATTEST:

MARK D. SPOHN, MAYOR

SHANNON STROUD, CITY CLERK

**Community Development Department
Excelsior Springs City Council**
Phone: 816-630-0756; Fax: 816-630-9572



Tax Abatement Application for 205 N Marietta Street

Staff: Laura Mize, Neighborhood Specialist

City Council Meeting Date: April 6, 2026

GENERAL INFORMATION

Application: Tax Abatement Application for a Chapter 353 Tax Abatement for improvements to be made to the structure at 205 N Marietta St.

Applicants: Rocky and Christa McLaughlin

Location: 205 N Marietta Street

Historic District: Hall of Waters District

NRHP Status/Category: Non-Contributing

SPECIFIC INFORMATION

Project Background: The property owner plans to apply new stucco, trim, windows, gutters, awning, and paint to the exterior of the structure. He plans to remodel the interior to a white box standard to be leased.

APPROVALS AND PERMITS

Historic Preservation Commission: The applicant is scheduled to have his Certificate of Appropriateness Application considered by the Historic Preservation Commission on April 8, 2026. This is a nonconforming building in the historic district.

Excelsior Springs Redevelopment Corporation: The application was reviewed by the Excelsior Springs Redevelopment Corporation and was found to meet all the requirements for Chapter 353 tax abatement.

REQUEST

The applicant is requesting a Chapter 353 Tax Abatement for the property of 205 N Marietta St.

STAFF RECOMMENDATION

As per the Commercial Guidelines for Chapter 353 Tax Abatement Projects, with projected expenditures expected to be \$158,250.00, this project qualifies for Level B. This project meets requirements for tax abatement for the cost of the improvements, or for 100% abatement for 10 years and then 50% abatement for 3 years, whichever comes first. Remediation of all blight will be confirmed before final approval of abatement.

ATTACHMENTS

- Exhibit A – Tax Abatement Application with bids
- Exhibit B – Clay County Assessor and Collector information
- Exhibit C – Development Agreement
- Exhibit D – Photos
- Exhibit E – Tax Impact Analysis

ORDINANCE NO. 26-04-01

AN ORDINANCE APPROVING THE 205 N MARIETTA STREET PROJECT AMENDMENT TO THE AMENDED DEVELOPMENT PLAN SUBMITTED BY THE EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION; AUTHORIZING CERTAIN TAX ABATEMENTS FOR THE PROJECT AREA; AND APPROVING A REDEVELOPMENT AGREEMENT.

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

Section 1. Findings. The City Council finds and determines that: an Application for Commercial Chapter 353 Tax Abatement (“Application”) was submitted for property located at 205 N Marietta Street. The Application is on file with the Economic Development Department and is incorporated herein by this reference as if fully set forth in full. The Application constitutes the 205 N Marietta Street Redevelopment Project (“Redevelopment Project”). The Redevelopment Project complies with all of the requirements of the Ch. 353 Program as established by the City Council of Excelsior Springs. Ordinance No. 21-07-01 is incorporated herein by this reference as is fully set forth in full and remains unmodified except as amended herein.

Section 2. Amendment Approved. The Amendment to ESRC’s Amended Redevelopment Plan for the 205 N Marietta Street Redevelopment Project, attached hereto as Exhibit A and incorporated herein by reference, is approved.

Section 3. Development Agreement Approved. The Mayor is hereby authorized to execute, on behalf of the City, the Development Agreement between the City and the Developer, and the City Clerk is hereby authorized to attest to the Development Agreement and to affix the seal of the City thereto. The Development Agreement shall be in the substantially the form attached hereto as Exhibit B, which is hereby approved by the City Council.

Section 4. Tax Abatement Granted. ESRC, or its successors and assigns, all in accordance with Chapter 353, RSMo, as amended, is hereby granted tax abatement as more particularly described in the Amendment to ESRC’s Amended Redevelopment Plan for the 205 N Marietta Street Redevelopment Project.

Section 5. Further Authority. The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

Section 6. Effective Date. 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 6th day of April, 2026.

Mark Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Melinda Mehaffy, City Manager

EXHIBIT A

**Amendment to ESRC's Amended Redevelopment Plan for the 205 N Marietta Street
Redevelopment Project**

AMENDMENT TO ESRC'S AMENDED REDEVELOPMENT PLAN

205 N MARIETTA STREET REDEVELOPMENT PROJECT

The Section of the Amended Development Plan entitled “Redevelopment Projects” is revised to add the following Redevelopment Project:

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time. The redevelopment projects are within a larger area that has been determined by the City Council to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law.

The following project is approved:

205 N Marietta Street Applicant/Owner: Rocky and Christa McLaughlin, (Mac Attack Investments, LLC). This project consists of repairing and replacing stucco, trim, windows, gutters, an awning and paint to the exterior of the structure. Also, remodeling the interior to accommodate a lessee at a cost of approximately \$158,250.00. The project’s tax impact analysis, on file with the Economic Development Department, is incorporated herein as if fully set forth in full.

The Section of the Amended Development Plan entitled “Partial Real Property Tax Abatement” is revised to add the following:

The 205 N Marietta Street Redevelopment Project qualifies for Level B incentive and will be granted up to ten (10) years of tax abatement at 100% and three (3) years of tax abatement at 50%, or for the cost of the improvements, whichever occurs first. Notwithstanding any ordinance or other provision to the contrary, the development rights including the tax abatements for this project shall expire in the event of the failure of ESRC to acquire ownership of the property for the project within two (2) years of the date of approval of this project.

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EXHIBIT B

Development Agreement

353 DEVELOPMENT AGREEMENT

205 N MARIETTA STREET REDEVELOPMENT PROJECT

THIS 353 REDEVELOPMENT AGREEMENT, entered into this 6th day of April, 2026 (“Agreement”) by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI (“City”), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION (“Redevelopment Corporation”), and Rocky and Christa McLaughlin, 1502 Tracy Ave, Excelsior Springs, MO 64024 (“Owner” or “Redevelopment Project Owner”) is for the implementation of the Downtown 353 Amended Development Plan dated July 19, 2021, submitted by the Redevelopment Corporation for implementation of the 205 N Marietta Street Redevelopment Project (“Redevelopment Project”) as legally described in Exhibit “A”, attached and incorporated by this reference. The Project Description is attached to this Agreement as Exhibit “B” and incorporated by this reference.

RECITALS

- A. The City Council has enacted into law Ordinance No. 21-07-01 (“Ordinance”), approving the Amended Development Plan (“Development Plan”) of the Excelsior Springs Redevelopment Corporation for the implementation of the Downtown 353 Redevelopment Project, Excelsior Springs, Missouri, and has determined that the rehabilitation improvements and redevelopment provided for in the Development Plan and this Agreement are necessary for the public convenience and necessity and that the approval of the Development Plan and the activities related thereto are necessary for the preservation of the public peace, health, safety, morals, and welfare.
- B. Redevelopment Corporation is an urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, as amended up to and including the date of the passage and approval of the Ordinance (“Chapter 353”), and is now in good standing in the State of Missouri.

The City, the Redevelopment Corporation and the Redevelopment Project Owner, for good and valuable consideration and the mutual covenants contained in this Agreement, agree as follows:

1. Items incorporated into this Agreement. The provisions of Chapter 353, the provisions of the Ordinance, and the Development Plan are incorporated into this Agreement in their entirety.
2. Redevelopment Area: Project. The real property subject in the Development Plan and the Redevelopment Project is more specifically described in Exhibit “A” attached to and incorporated by this reference into this Agreement (“Redevelopment Project Area”). The term “Project” refers to the 205 N Marietta Street Redevelopment Project which is more specifically described in Exhibit “B” attached to this Agreement.
3. Developer and Owner Control. Except as specifically provided in the Development Plan or this Agreement, Redevelopment Corporation and Redevelopment Project Owner will have complete and exclusive control over the implementation of the Redevelopment Project and the management and operation of the Redevelopment Project.
4. Redevelopment Project Phases. The Redevelopment Project will be implemented in one Phase.
5. Delays/Extensions. Redevelopment Project Owner will implement the Redevelopment Project with due diligence in performing each and every act required of it under the Development Plan and this Agreement. The times within which development activities are to begin or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of Redevelopment Project Owner or not caused or contributed to by Owner, including, without limitation, construction delays, strikes, lockouts, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisitions of or use of materials, litigation challenging the rights of Owner, the Redevelopment Corporation or the City, delays by the City, by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, documents and commissions within the project time frame.
6. Notice of Delay. Owner must provide timely written notice to the Redevelopment Corporation and the City of any delay before the end of the period, or extension

thereof, in which the action was to have been taken or completed. The notice must explain in detail the reason for the delay and the estimated date by which the action will be performed or started.

7. Extensions of Time. In addition to any extension under Section 5 of this Agreement, and upon written request from Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be undertaken by Owner.
8. Performance for Benefit of Redevelopment Corporation/City. If Owner fails to meet any time limits, as extended, for starting or completing any activity, or performing other obligations, the Redevelopment Corporation and the City may take the actions set out in Section 9 below. No third parties will have any rights or claims with respect to the failure.
9. Breach and Compliance. Owner's failure to substantially comply, in whole or in part, with this Agreement or the Development Plan, is a breach of Owner's obligations under the Development Plan and this Agreement. If the Owner breaches this Agreement or the Development Plan, the Redevelopment Corporation and the City may deliver written notice of the breach to Owner. Owner has 60 days after the notice has been given to cure the breach (unless the 60-day cure period is extended by the Redevelopment Corporation and the City in writing). If the breach cannot reasonably be cured within the 60-day cure period and if Owner does not begin and continue to diligently pursue the cure of the breach, then the Redevelopment Corporation and the City, acting through the Mayor, in her/his discretion, may request that the City Council terminate this Agreement and all of Owner's rights under this Agreement and the Development Plan, in whole or in part.

The Redevelopment Corporation and the City will give Owner written notice of the request to terminate. At least 15 days after notice of the request is given to Owner, the Redevelopment Corporation and the City Council will hold a hearing on the request. The City Council may, at its option, but only if it finds that there was a breach and that Owner failed to cure it within the 60-day cure period, or to timely begin and

- diligently pursue a cure of the breach, terminate this Agreement and all of Owner's rights under this Agreement and the Development Plan, in whole or in part.
10. Building Maintenance. Owner must maintain any building or other structures and public areas in the Redevelopment Project Area in good repair in accordance with the City's building code and ordinances. Owner must secure the buildings or other structures until rehabilitation or reconstruction under the Development Plan begins and during the rehabilitation or reconstruction.
 11. Owner Compliance. Owner must obtain all permits and approval required by law. Owner is subject to all lawful inspections and must perform any necessary acts required under the City's ordinances, including the Ordinance. The City will not unreasonably withhold any necessary approvals or permits. Owner shall timely pay all applicable real estate taxes attributable to the Redevelopment Project. Owner shall timely pay, and ensure that any tenant of the Property shall timely pay, any personal property or business personal property taxes attributable to the location of the Redevelopment Project. Owner shall comply with all applicable laws, ordinances, codes, rules and regulations, including but not limited to, laws regarding property maintenance and not maintaining a public nuisance, as it relates to the Redevelopment Property.
 12. City Access to Development Project. During the term of this Agreement, Owner will cooperate with and permit access to the Redevelopment Project Area for inspection purposes to determine compliance with Excelsior Springs' ordinances and this Agreement by the City's agents, representatives, or other officials of the City during business hours and upon reasonable notice.
 13. Redevelopment Corporation and City Actions. The Redevelopment Corporation and the City will cooperate with Owner in carrying out the Development Plan and this Agreement. The Redevelopment Corporation and the City will use due diligence in performing all acts required of it under the Development Plan and Agreement.
 14. Tax Abatement.
 - a. Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID# 12311000800300) which contains one addressed improvement 205 N Marietta Street, Excelsior Springs, Missouri. Accordingly, the

Redevelopment Project Area as legally described in Exhibit “A” shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State or any political subdivision thereof, for a period of ten (10) years after the date that the Redevelopment Corporation becomes the owner of the Redevelopment Project Area except to such extent and in such amount as may be imposed upon the Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvement, as was determined by the Assessor of Clay County, Missouri (“Assessor”), for real property taxes due and payable thereon during the calendar year preceding the calendar year during which Redevelopment Corporation acquired title to the Redevelopment Project Area. The amount of such tax assessments shall not be increased during said ten (10) years period so long as the Redevelopment Project Area is used in accordance with the Development Plan.

- b. Subsequent Three Years. After the ten (10) year period above-described, and for the next ensuing period of three (3) years, ad valorem taxes upon the real property in the Redevelopment Project Area shall be measured by the assessed valuation thereof as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of such real property including any improvement thereon. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period of three (3) years, so long as the real property in the Redevelopment Project is used in accordance with the Development Plan.
- c. Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) and (b) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the thirteen-year tax abatement period described above if the cumulative value of the tax abatement equals or exceeds the Eligible Project Costs in the amount of \$158,250.00. The City shall provide written notification to the Owner and the Redevelopment Corporation at such time as the City has determined that the

tax abatement has equaled or exceeded the amount of this amount prior to terminating the tax abatement with the County Assessor.

- d. Full Assessment-Election to Opt Out After Completion. After the thirteen-year period provided in Section 14(a) and (b) above, the Redevelopment Project Area shall be subject to assessments by the Assessor and payment of all ad valorem taxes, including, but not limited to City, State and County taxes, based on the full true value of the Redevelopment Project Area and the standard assessment ration then in use for similar real property by the Assessor. Furthermore, after the thirteen (13) year period provided in Section 14(a) and (b) above, the Redevelopment Project Area shall be owned and operated by the Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

At any time after the completion of the Development, the Owner may elect to pay a sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties which would have been levied on the full value of the Redevelopment Project Area from the date of the completion of the Development, and from the date of such election the Redevelopment Project Area shall be owned and operated by Owner free from the conditions, restriction, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

- e. Sale or Disposition of Redevelopment Area. The Owner may sell or otherwise dispose of any or all part of the Redevelopment Project Area. If there is a sale or other disposition of the property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court or competent jurisdiction, by voluntary transfer or otherwise the tax relief provided in Section 14 of this Agreement and under the provisions of Chapter 353 shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of the Redevelopment Project Area so long as such purchaser or transferee shall continue to use, operate and maintain the Redevelopment Project Area in accordance with Chapter 353, the

Development Plan, this Agreement and the Ordinance, including the earnings limitations contained in Section 16 of this Agreement.

- f. Breach or Withdrawal. If (i) The City terminates this Agreement under Section 9 above, or (ii) any portion of this Redevelopment Project Area receiving tax abatement is not used, operated, and maintained in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, that portion of the Redevelopment Project Area will be assessed for ad valorem taxes at the then full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353, the Development Plan, this Agreement and the Ordinance.

15. Transfer of Redevelopment Project Area to Redevelopment Corporation. Upon the issuance of a Certificate of Completion by the City as provided in Section 17 herein, the Owner shall execute a Quit Claim Deed to the Redevelopment Corporation transferring the Redevelopment Project Area to the Redevelopment Corporation to initiate the tax abatement provided in Section 14 hereof. Subsequently, the Redevelopment Corporation shall execute a Quit Claim Deed transferring the Redevelopment Project Area back to the Owner. Both deeds shall be recorded together with the deed from the Owner recorded first and the deed from the Redevelopment Corporation recorded second.

16. Earnings Limitations on Development. Redevelopment Corporation's net earnings from development area limited as provided in Section 353.030. Redevelopment Corporation will comply in all respects with net earnings from time to time provided by and allowed by applicable law may be held by Redevelopment Corporation as a reserve for maintenance of the allowable rate of return in the future and may be used by Redevelopment Corporation to offset any deficiency in the rate of return when may have occurred in prior years; or may be used to accelerate any and all amortization payments; or may be used of the enlargement of the Development; or may be used for the reduction of any rentals within the Development.

17. Certificate of Completion. Owner will request, in writing, after completion of the Redevelopment Project, that the City issue a Certificate of Completion for the Redevelopment Project. Upon receipt of such request by the City, and after the City

Manager conducts her/his investigations and makes her/his recommendations, the City Council will consider the matter and, if Owner have substantially completed the Redevelopment Project in accordance with the Development Plan and this Agreement, the City will issue a Certificate of Completion for the Redevelopment Project. If the City Council determines that any part of the Redevelopment Project has not been substantially completed in accordance with the Development Plan and this Agreement, the City will provide written notice to Owner stating the reasons for the findings that there has not been substantial compliance with the Development Plan and this Agreement. The City's failure to notify Owner within 45 days after receipt of the written request is deemed a Certificate of Completion. Owner has 180 days after the City gives notice to Owner within which to correct any failure to substantially complete the Redevelopment Project in accordance with the Development Plan and this Agreement.

18. Modifications. The terms, conditions and provisions of this Agreement cannot be modified except by mutual agreement in writing between the City, Redevelopment Corporation and Owner.
19. Invalidation or Cancellation of Agreement by Developer. If Owner is prohibited from performing its covenants and obligations under this Agreement or the Development Plan by the order of any governmental agency or other authority or a court of competent jurisdiction, or if Chapter 353, this Agreement, the Development Plan, or the Ordinance, is declared invalid in whole or in part, or is amended in whole or in part, then and in such event, Owner may cancel or terminate this Agreement by giving written notice of its intention to do so to the City within the 60 days after the event giving rise to the right to terminate.
20. Notice. Whenever notice or other communications is called for to be given or is otherwise given pursuant to this Agreement, it must be in writing and personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to the City:

City Manager

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

If to the Redevelopment Corporation:

Excelsior Springs Redevelopment Corporation
c/o City Manager
201 E. Broadway
Excelsior Springs, MO 64024

If to Owner:

Rocky and Christa McLaughlin
1502 Tracy Ave
Excelsior Springs, MO 64024

Notices sent by mail are deemed given three business days after their deposit in the U.S. Mail, or when delivered to (or refused by) the party to receive the notice. A change or addition of designated officers or addresses may be affected by providing written notice of the change or addition to the other party. Nothing in this Agreement precludes the parties from communicating via facsimile, telephone, electronic mail or other forms of electronic communication for the conduct of day-to-day business operations.

21. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement. This Agreement will be construed as if the invalid or unenforceable provision were omitted or, if applicable, modified as any court of competent jurisdiction deems reasonable, necessary or equitable. If the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties would have agreed to the valid provisions of this Agreement; or unless the Court finds the valid provisions, standing along, are

incomplete and incapable of being executed in accordance with the parties' intent, then this Agreement will be void. If any part of this Agreement regarding the rights or duties hereunder of Owner is found invalid, Owner will, at its election, have the right to be released from this Agreement.

22. Choice of Law. The validity, construction and enforceability of this Agreement will be construed in accordance with and governed by the laws of the State of Missouri without regard to its conflicts of law provisions.
23. Binding Effect. This Agreement, and all of its terms and covenants, are binding upon and inure to the benefit of, the successors, affiliates and permitted assigns of Owner, the Redevelopment Corporation and the City.
24. Priority. If there is any inconsistency between the provisions of Chapter 353, the Ordinance, the Development Plan and this Agreement, the order of priority is (i) Chapter 353, the Ordinance, the Development Plan and this Agreement, the order of priority is: (i) Chapter 353, (ii) the Ordinance, (iii) the Development Plan and (iv) this Agreement.

In Witness Whereof, the parties have caused this Agreement to be duly executed on the date first above written.

City of Excelsior Springs, Missouri

By: _____

Mark Spohn, Mayor

Attest: _____
Shannon Stroud, City Clerk

Excelsior Springs Redevelopment Corporation

By: _____

Bill Griffey III, President

Owner:

_____ :

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3, 4 and 5, in Block 22, NORTHERN ADDITION to the City of Excelsior Springs,
Clay County, Missouri, according to the recorded plat thereof.

EXHIBIT B

SCOPE OF WORK

1. Stucco
2. Exterior prime and paint
3. Trim
4. Gutters
5. Garage doors
6. Windows
7. Awning
8. Interior paint
9. Interior lighting

205 N Marietta Street Estimated Taxes With Abatement (13 years)

Taxing Entity	State Levy	Clay County Services	County Handicap	County Mental Health	County Senior Citizens	County Health	Library District	School District	City General Fund	City Parks & Recreation	City Hospital	County Sur Tax	
% of tax rate:	0.003582902	0.009506634	0.010856194	0.0090528	0.004514457	0.0090528	0.037250242	0.624165482	0.06507745	0.036641148	0.018320574	0.171979315	
Year													125/127
2026	\$18.67	\$49.55	\$56.58	\$47.18	\$23.53	\$47.18	\$194.15	\$3,253.20	\$339.19	\$190.98	\$95.49	\$896.37	\$5,212.09
2027	\$19.05	\$50.54	\$57.72	\$48.13	\$24.00	\$48.13	\$198.03	\$3,318.27	\$345.97	\$194.80	\$97.40	\$914.30	\$5,316.33
2028	\$19.05	\$50.54	\$57.72	\$48.13	\$24.00	\$48.13	\$198.03	\$3,318.27	\$345.97	\$194.80	\$97.40	\$914.30	\$5,316.33
2029	\$19.43	\$51.55	\$58.87	\$49.09	\$24.48	\$49.09	\$202.00	\$3,384.63	\$352.89	\$198.69	\$99.35	\$932.58	\$5,422.66
2030	\$19.43	\$51.55	\$58.87	\$49.09	\$24.48	\$49.09	\$202.00	\$3,384.63	\$352.89	\$198.69	\$99.35	\$932.58	\$5,422.66
2031	\$19.82	\$52.58	\$60.05	\$50.07	\$24.97	\$50.07	\$206.04	\$3,452.33	\$359.95	\$202.67	\$101.33	\$951.24	\$5,531.11
2032	\$19.82	\$52.58	\$60.05	\$50.07	\$24.97	\$50.07	\$206.04	\$3,452.33	\$359.95	\$202.67	\$101.33	\$951.24	\$5,531.11
2033	\$20.21	\$53.63	\$61.25	\$51.07	\$25.47	\$51.07	\$210.16	\$3,521.37	\$367.15	\$206.72	\$103.36	\$970.26	\$5,641.73
2034	\$20.21	\$53.63	\$61.25	\$51.07	\$25.47	\$51.07	\$210.16	\$3,521.37	\$367.15	\$206.72	\$103.36	\$970.26	\$5,641.73
2035	\$20.62	\$54.71	\$62.47	\$52.09	\$25.98	\$52.09	\$214.36	\$3,591.80	\$374.49	\$210.85	\$105.43	\$989.67	\$5,754.57
2036	\$10.52	\$27.90	\$31.86	\$26.57	\$13.25	\$26.57	\$109.32	\$1,831.82	\$190.99	\$107.54	\$53.77	\$504.73	\$2,934.83
2037	\$10.73	\$28.46	\$32.50	\$27.10	\$13.51	\$27.10	\$111.51	\$1,868.45	\$194.81	\$109.69	\$54.84	\$514.82	\$2,993.52
2038	\$10.73	\$28.46	\$32.50	\$27.10	\$13.51	\$27.10	\$111.51	\$1,868.45	\$194.81	\$109.69	\$54.84	\$514.82	\$2,993.52
2039	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2040	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$228.27	\$605.69	\$691.67	\$576.77	\$287.63	\$576.77	\$2,373.29	\$39,766.94	\$4,146.23	\$2,334.49	\$1,167.24	\$10,957.18	\$63,712.18



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

April 1, 2026

TO: Mayor and City Council

FROM: Gregory Dull, Chief of Police

SUBJECT: Consideration of Amending Chapter 230 of the Code of Ordinances by Enacting a New Section 230.122, Entitled, "Interference With a First Responder."

I am requesting the City Council to consider amending Chapter 230 of the Code of Ordinances by enacting a new Section 230.122, entitled "Interference With a First Responder." This ordinance would create a specific offense for individuals who, after receiving a verbal warning not to approach from a known or reasonably identifiable first responder (including law enforcement officers, firefighters, paramedics, emergency medical technicians, or advanced emergency medical technicians) who is lawfully performing their duties, knowingly and willfully violate that warning by approaching within twenty (20) feet with the intent to impede or interfere with the first responder's duties, threaten them with physical harm, or engage in a course of conduct that serves no legitimate purpose. The goal of this new section is to better protect first responders in the field by establishing clearer boundaries and legal consequences for actions that endanger their safety or obstruct their critical work during emergency situations.

Respectfully submitted,

Gregory Dull

Gregory Dull
Chief of Police

AN ORDINANCE AMENDING THE CITY CODE BY ENACTING A NEW SECTION TO PROHIBIT INTERFERENCE WITH FIRST RESPONDERS ENGAGED IN THE PERFORMANCE OF THEIR DUTIES.

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

Section 1. That Chapter 230 of the Code of Ordinances of the City of Excelsior Springs, Missouri, Article III, is hereby amended by enacting a new Section 230.122, entitled “Interference With a First Responder,” which shall read as follows:

Section 230.122. Interference With a First Responder.

- A. A person commits the offense of interference with a first responder if:
 - 1. The person has received a verbal warning not to approach from a person that he or she knows, or reasonably should know, to be a first responder;
 - 2. The first responder is engaged in the lawful performance of a legal duty; and
 - 3. The person knowingly and willfully violates the verbal warning and approaches within twenty (20) feet of the first responder with the intent to:
 - (a) Impede or interfere with the first responder’s ability to perform his or her legal duty;
 - (b) Threaten the first responder with physical harm; or
 - (c) Engage in a course of conduct directed at the first responder which serves no legitimate purpose.

- B. For purposes of this Section, the following terms shall have the meanings set forth below:
 - 1. Advanced Emergency Medical Technician shall have the same meaning as defined in Section 190.100, RSMo.
 - 2. Emergency Medical Technician shall have the same meaning as defined in Section 190.100, RSMo.
 - 3. Firefighter means any officer or employee of a fire department or fire protection district employed for the purpose of fighting fires, but shall not include any person employed in a clerical or other capacity not involving firefighting duties.
 - 4. First Responder means any law enforcement officer, firefighter, paramedic, emergency medical technician, or advanced emergency medical technician.

- 5. Paramedic shall have the same meaning as defined in Section 190.100, RSMo.
- C. Nothing in this Section shall be construed to restrict an individual's rights under the First Amendment to the United States Constitution, including the right to observe or record first responders engaged in the performance of their duties.
- D. Any person found guilty of violating this Section shall be punished as provided in Section 100.150 of this Code.

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 6th day of March, 2026.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Melinda Mehaffy, City Manager



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

March 31, 2026

TO: Mayor and City Council

FROM: Gregory Dull, Chief of Police

SUBJECT: Consideration of Amending the Schedule of Fees for the Animal Control Center.

I am requesting that the City Council amend the Schedule of Fees in Title 1, Appendix A of the Municipal Code by updating Table A-1 (Animal Control fees). The Animal Control Center's fee schedule has not been updated in nearly 20 years. Consequently, current fees are no longer sufficient to recover the costs of the services we provide. The proposed fee schedule better reflects the actual costs associated with these services. I respectfully recommend that the Council approve the proposed ordinance amending the Schedule of Fees for the Animal Control Center.

Respectfully submitted,

Gregory Dull

Gregory Dull
Chief of Police

ORDINANCE NO. 26-02-04

AN ORDINANCE AMENDING THE SCHEDULE OF FEES, TITLE 1, APPENDIX A, OF
THE MUNICIPAL CODE RELATED TO ANIMAL CONTROL FEES

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 amended 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)			210.300
Individual Dog/Cat	\$40.00		
Nursing Dog/Cat	\$40.00 + \$10 per head offspring		
Surrender Kittens/Puppies (Without Nursing Female)	\$15.00 per head – weaned \$20.00 per head – un-weaned		
Caged Animal (Bird/Rabbit)	\$20.00 each		
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		
FRCF		\$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	\$25.00		
Impounded Animal	\$40.00		210.310

Daily Boarding	\$15.00		210.310
Dead Animal Disposal	\$25.00 (Under 25lbs.) \$45.00 (Over 25 lbs.)		210.330
Rabies Observation	\$100.00 (+ boarding fee)		210.360
City License	\$20 (unaltered cat/dog/miniature pig) \$10 (altered cat/dog/miniature pig)		210.430

Section 2. 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 6th day of March, 2026.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Melinda Mehaffy, City Manager



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

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

To: Mayor and City Council

From: Chad Birdsong, Director of Public Works

Re: Approval of Agreement with McAnany Construction Inc. – 2026 Streetscape UBAS Project

Date: April 6th, 2026

This year's streetscape project is broken down into 3 phases, the UBAS Project, Base, Curb, and Pavement Rehab Project, and the Chip Seal Project.

This agreement with McAnany Construction Inc. is for the UBAS Project for the streets including Ann Circle, Jill Lane, portions of Rhonda Road, Ann Avenue, June Blvd, Dagley, East and West Norma Court, portions of Milwaukee, Sunset Strip, Michelle Drive, Dog Wood, Peach Tree, Morrison Drive, Apple Blossom, Rowell, and portions of May. A map is also included showing where the improvements will take place. The request for bids for this was also published on March 5th and opened on March 24th at 10:00 a.m. We received one bid for this work from McAnany Construction for \$556,000.00 with the engineer's estimate of \$617,012.80. We have reduced this scope, by reducing quantities, for the entire project to fit our allocation of funds. The revised contract is now for \$518,689.75

Lamp Rynearson has verified the bid and it is attached. We have worked with McAnany Construction Inc. in the past and they are a very qualified contractor for this type of specialized work. Lamp Rynearson's letter of recommendation is also attached as is the agreement.

Transportation Trust met on November 10th, 2025 and approved \$1,270,000.00 for this year's streetscape construction phase.

At this time, we recommend that this project be awarded to McAnany Construction Inc, for the bid amount of \$518,689.75 upon approval from the City Council.

A resolution is attached for your consideration and approval of the attached agreement with McAnany Construction Inc. for this year's UBAS Project.

If you have any questions or concerns regarding this project, please don't hesitate to call me at 630-0755.

Sincerely,
Chad Birdsong



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

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

RESOLUTION NO. 1650

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A UBAS AGREEMENT WITH MCANANY CONSTRUCTION

WHEREAS, the City of Excelsior Springs, Missouri (the "City"), has identified the need for UBAS (Ultra-Thin Bonded Asphalt Surface) maintenance on certain roadways within the City; and

WHEREAS, McAnany Construction has submitted a bid and has been selected as the contractor to perform the necessary UBAS work in accordance with the specifications and requirements set forth by the City; and

WHEREAS, the City has reviewed the UBAS Agreement and determined that it is in the best interest of the City and its residents to proceed with the execution of said Agreement;

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

Section 1. The City Council hereby approves the UBAS Agreement with McAnany Construction, as presented and attached hereto.

Section 2. The Mayor or City Manager, or their designee, is hereby authorized to execute the UBAS Agreement with McAnany Construction and take all necessary actions to carry out its terms and conditions.

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

THIS RESOLUTION PASSED AND APPROVED THIS 6th DAY OF March, 2026.

Mark Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Melinda Mehaffy, City Manager

March 26, 2026

Mr. Chad Birdsong
Public Works Director
City of Excelsior Springs, Missouri
103 E Water Street
Excelsior Springs, 64024

Re: 2026 Street Maintenance – UBAS Project

Dear Mr. Birdsong:

Bids were received for the above-referenced project on Tuesday, March 24, 2026.

One bid was submitted by McAnany Construction, Inc. in the amount of \$556,000.00. The engineer's estimate for the project was \$617,012.80. A completed bid tabulation is attached for your reference. McAnany Construction, Inc. has indicated that it intends to perform 100 percent of the work with its own forces and does not anticipate using subcontractors.

In order to remain within the City's street maintenance budget, the scope of work has been reduced by the removal of one street. As a result, the macrotexture and UBAS quantities have been revised to 51,989 square yards, and the force account amount has been revised to \$5,000. The as-bid bid tabulation and the revised bid tabulation reflecting the reduced project scope are attached.

McAnany Construction, Inc. has previously performed work for the City of Excelsior Springs, including the City's UBAS projects over the past several years. After consultation with City staff, we recommend that McAnany Construction, Inc. be awarded the contract in the revised amount of **\$518,689.75**.

If you have any questions or need additional information, please contact me at (636) 484-2595.
Sincerely,

LAMP RYNEARSON



Greg Van Patten, P.E.
Project Manager

CC: Project File
Email C: Trevor Simpson, Project Engineer



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

3/24/2026

Completed Bid Tab									
2026 Street Maintenance - UBAS				ENGINEER'S ESTIMATE		McAnany Construction		Average Minus High and Engineer's	
City of Excelsior Springs, Missouri									
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 27,791.50	\$ 27,791.50	\$ 27,791.50	\$ 27,791.50
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	Macrotecture	LS	55482	\$ 2.60	\$ 144,253.20	\$ 2.25	\$ 124,834.50	\$ 2.25	\$ 124,834.50
4	UBAS (Type B)	LS	55482	\$ 7.80	\$ 432,759.60	\$ 7.00	\$ 388,374.00	\$ 7.00	\$ 388,374.00
5	Force Account	Set	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total:				\$ 617,012.80	\$ 617,012.80	Total: \$ 556,000.00	\$ 556,000.00	Total: \$ 556,000.00	\$ 556,000.00
				\$ 617,012.80	As Read	\$ 556,000.00			

REVISED Completed Bid Tab									
2026 Street Maintenance - UBAS				ENGINEER'S ESTIMATE		McAnany Construction		Average Minus High and Engineer's	
City of Excelsior Springs, Missouri									
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 27,791.50	\$ 27,791.50	\$ 27,791.50	\$ 27,791.50
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	Macrotecture	LS	51989	\$ 2.60	\$ 135,171.40	\$ 2.25	\$ 116,975.25	\$ 2.25	\$ 116,975.25
4	UBAS (Type B)	LS	51989	\$ 7.80	\$ 405,514.20	\$ 7.00	\$ 363,923.00	\$ 7.00	\$ 363,923.00
5	Force Account	Set	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total:				\$ 575,685.60	\$ 575,685.60	Total: \$ 518,689.75	\$ 518,689.75	Total: \$ 518,689.75	\$ 518,689.75

NOTICE OF AWARD

Date of Issuance:

Owner: City of Excelsior Springs, MO Owner's Project No.:
Engineer: Lamp Rynearson Engineer's Project No.: 0325157.01
Project: 2026 Street Maintenance – UBAS
Contract Name: 2026 Street Maintenance – UBAS
Bidder: McAnany Construction, Inc.
Bidder's Address: 15320 Midland Dr., Shawnee, KS 66217

You are notified that Owner has accepted your Bid dated **March 24, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2026 Street Maintenance - UBAS

The Contract Price of the awarded Contract is **\$518,689.75**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[5] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[5]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Excelsior Springs, MO

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

**AGREEMENT BETWEEN
CITY OF EXCELSIOR SPRINGS AND**

McAnany Construction, Inc.

FOR

2026 STREET MAINTENANCE - UBAS

CONTRACTOR: McAnany Construction, Inc.

ORDINANCE NO.: _____

CONTRACT PRICE: \$518,689.75

AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR

2026 STREET MAINTENANCE - UBAS

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20____, by and between the City of Excelsior Springs, Missouri ("City"), and **McAnany Construction, Inc.** (Contractor) shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Ordinance No. _____, duly approved and by virtue of the authority vested in City by the general ordinances of City, intends to enter into one or more contracts for the Project; and

WHEREAS, the Mayor is authorized and empowered by City to execute contracts on behalf of City, and the City Manager ("Manager") is authorized to perform Manager's functions set forth in this Agreement; and

WHEREAS, Manager may designate one or more engineers, architects, or other persons to assist Manager in performing Manager's functions under this Agreement; and

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, City and Contractor AGREE as follows:

**ARTICLE I
THE PROJECT AND THE WORK**

- A. Contractor shall provide and pay for all Work for the Project.
- B. "Project," as used in this Agreement and the other Contract Documents, means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. It may also include construction by City or others.
- C. "Work," as used in this Agreement and the other Contract Documents, means all labor, services, materials, supplies, tools, equipment, supervision, management, and anything

else necessary to accomplish the results and objectives described in Exhibit A (Scope of Work) and Exhibit B (Specifications and Drawings) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in Article VI of this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

- D. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor's failure to do so.

ARTICLE II CONTRACT AMOUNT

- A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of **Five hundred eighteen thousand, six hundred eighty-nine and 75/100 Dollars (\$518,689.75)**. This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."
- B. Payment at the respective unit prices set forth in Exhibit E shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the unit prices set forth in Exhibit E. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the unit prices set forth in Exhibit E. All Work not specifically set forth in Exhibit E as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the prices set forth in Exhibit E.
- C. City represents that it is exempt from Missouri state sales and use taxes on material and equipment to be incorporated into the Work. City shall provide Contractor a Project Exemption Certificate that complies with Missouri law.

ARTICLE III
PROGRESS OF WORK/SUBMITTALS

- A. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.
- B. Contractor shall achieve completion of all work including punch list items, not later than **October 15, 2026**, as indicated in the Notice to Proceed, for commencement of performance of the work. If the Contractor fails to achieve final completion of all the Work by **October 15, 2026**, Contractor shall pay the City \$600, as liquidated damages and not as penalty, for each day after **October 15, 2026**, until final completion of all the work is achieved. All work shall be completed within the temperature requirements stated in the specification. In addition, contractor shall not begin UBAS paving until all of the base repairs are completed on the base repair project, which includes a completion date of **July 1, 2026**.
- C. Recovery of liquidated damages is not the City's exclusive remedy for Contractor's failure to achieve substantial or final completion in accordance with this Agreement. Specifically, but without limitation, City may exercise its rights under Paragraph F below, Article V Paragraph I of this Agreement, and Article XIII of this Agreement under all circumstances described in Paragraph F, Article V Paragraph I, and Article XIII, including but not limited to Contractor's failure to achieve substantial or final completion in accordance with Paragraph B above.
- D. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall, upon commencement of construction, work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph D does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather. Contractor shall give City at least 48 hour's notice if intending to work on Saturday, Sunday, holidays, or days of impending inclement weather.
- E. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City's written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each application for payment under Article V of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits current under the Contract Documents.
- F. If City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, City may, in City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

- G. Contractor shall submit to City for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Review and approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review and approval by City any shop drawings, samples, product data, manufacturer's literature, or similar submittals as may reasonably be requested by City. Contractor shall perform all Work strictly in accordance with approved submittals. City's approval does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the approved submittals.
- H. As used in Paragraph B above, and elsewhere throughout the Contract Documents, "day" means calendar day, unless it is specifically and expressly defined otherwise.

**ARTICLE IV
CONTRACT DOCUMENTS**

- A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, form the entire agreement between City and Contractor, and are the Contract Documents:
1. This AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR.
 2. SCOPE OF WORK (Exhibit A to this Agreement).
 3. The SPECIFICATIONS and DRAWINGS referred to in Exhibit B to this Agreement.
 4. PERFORMANCE BOND (Exhibit C to this Agreement).
 5. PAYMENT BOND (Exhibit D to this Agreement).
 6. BID FORM (Exhibit E to this Agreement).
- B. Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

**ARTICLE V
PAYMENTS**

- A. Before submitting its first application for payment, Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each application for payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.
- B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an application for payment, in form acceptable to City, to the City representative designated in Article XII. In addition to the amount of payment requested in the application for payment, each application shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such subcontractor and supplier. An application shall not include a request for payment for any portion of the Work that was performed or furnished by a subcontractor or supplier if Contractor does not intend to pay such subcontractor or supplier from such payment. Contractor shall include with each application all supporting documentation that City may require. City shall pay Contractor within 30 days of delivery of Contractor's application and all supporting documentation to City's designated representative, provided all Work and documentation are acceptable to City. Within 15 days of its receipt of payment from City, Contractor shall pay all subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.
- C. All payments under this Agreement shall be made only upon the approval of Manager. Manager shall review each application for payment and certify for payment such amounts as Manager determines are due Contractor. From the total amount certified, Manager shall withhold five percent as retainage until Substantial Completion of all the Work, as defined in Paragraph F below. The Finance Director, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds available for Contractor under Ordinance No. ____.
- D. Neither Manager's certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.
- E. With each application, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each subcontractor or supplier performing any Work, before making any payment to Contractor. The subcontractor's and supplier's receipts and

releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for work performed or materials supplied included on any previous payment application to City from Contractor have been satisfied and that the subcontractor or supplier waives and releases any and all claims or rights in connection therewith.

- F. Contractor's retainage shall not be released until Contractor notifies City's designated representative in writing, and Manager certifies, that all the Work is substantially complete. The Work shall not be deemed substantially complete until all specific requirements stated in the Contract Documents for achievement of substantial completion of all the Work have been satisfied and Manager determines that all the Work is sufficiently complete in accordance with the Contract Documents so that City can occupy and utilize all the Work for its intended use. Retainage shall be paid to Contractor within 30 days of Manager's certification that all the Work is substantially complete. If there are minor items remaining to be completed after substantial completion, an amount equal to 150% of the value of each item, as determined by Manager, shall be withheld until such items are completed.
- G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Manager issues his or her certificate to that effect. City, within 30 days after the delivery of Manager's certificate, shall pay Contractor all remaining funds that Contractor is due under this Agreement.
- H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its application for final payment as claimed by Contractor. All claims not identified in the application for final payment are waived.
- I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
 - 1. Unsatisfactory job progress,
 - 2. Defective Work not remedied,
 - 3. Failure to make payments to subcontractors or suppliers,
 - 4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
 - 5. Uncured damage by Contractor or subcontractors or suppliers to property of City or others,
 - 6. Contractor's uncured breach of this Agreement or other Contract Documents, or
 - 7. Contractor's failure to provide requested documentation.
- J. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

**ARTICLE VI
CHANGES/CLAIMS**

- A. Manager, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order from Manager. No oral direction or order, and no written order from anyone other than Manager, shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from Manager, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.
- B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:
1. If the Work involved is covered by unit prices set forth in Exhibit E, by application of such unit prices to the quantities of the items involved; or
 2. If the Work involved is not covered by unit prices set forth in Exhibit E, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change; or
 3. If the Work involved is not covered by unit prices set forth in Exhibit E and agreement to a lump sum is not reached, the change shall be performed on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of a net increase in the cost of Contractor's performance, a reasonable allowance on the net increase for overhead and profit, subject to the following:

Contractor shall keep and present, in such form as City may prescribe, an itemized accounting of expenditures and savings together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs shall be limited to the following: costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance; costs of materials, supplies, and equipment, including cost of transportation; rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others; costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and additional costs of supervision and field office personnel directly attributable to the change.
- C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

- D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.
- E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.
- F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, unavoidable casualty, or other similar cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.
- G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within seven days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the seven-day period, it shall be deemed waived.
- H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

**ARTICLE VII
INSURANCE**

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall have not less than the following limits:

- | | | |
|----|---|----------------|
| a. | Each occurrence | \$2,000,000.00 |
| b. | Personal/advertising injury | \$2,000,000.00 |
| c. | General aggregate | \$2,000,000.00 |
| d. | Products/completed operations
aggregate | \$2,000,000.00 |
| e. | The following coverage shall be included: | |
| | • Blanket contractual liability | |
| | • Products/completed operations | |
| | • Personal/advertising injury | |
| | • Broad form property damage | |
| | • Independent contractors | |
| | • Explosion, Collapse, and Underground Damage | |

2. **AUTOMOBILE LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$2,000,000.00 or each accident.

3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:

- | | | |
|----|---|--------------|
| a. | Workers' Compensation: Statutory | |
| b. | Employer's Liability: | |
| | • Each accident | \$500,000.00 |
| | • Disease – each employee | \$500,000.00 |
| | • Disease – policy limit | \$500,000.00 |

- B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "B+XI" in Best's Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by work included in the products/completed operations hazard.
- C. All policies and certificates of insurance shall provide no less than 30 days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article VII. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven days before Contractor first performs any of the Work. All policies except Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.
- D. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.
- E. If any part of the Work is subcontracted, each subcontractor, or Contractor on behalf of the subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article VII. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article VII shall be delivered to City's designated representative not less than seven days before the subcontractor first performs any of the Work.

**ARTICLE VIII
INDEMNITY**

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent acts or omissions of Contractor, a subcontractor or supplier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Paragraph.
- B. In claims against any person or entity indemnified under the preceding Paragraph A by an employee of Contractor, a subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation under Paragraph A shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE IX
PATENT LIABILITY**

Contractor shall pay all royalties and license fees. Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold City, its officers, employees, and agents harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in the Drawings, Specifications, or other documents prepared by City or anyone acting under City's direction. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, Contractor shall be responsible for such loss unless such information is promptly furnished to City.

**ARTICLE X
COVENANT AGAINST UNDUE INFLUENCE**

- A. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. Contractor warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition, issue, or take any action with respect to this Agreement. Contractor shall allow a certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article X.

**ARTICLE XI
RECORDS REGARDING PAYMENT**

For at least two years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all applications for payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that City was billed at appropriate times for proper percentages of completion and for payments to subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

**ARTICLE XII
NOTICES**

- A. The following persons are designated by the respective parties to act on behalf of such party and to receive all written notices and Payment Applications:

For City:

Melinda Mehaffy, City Manager
City of Excelsior Springs, MO
201 E. Broadway
Excelsior Springs, MO 64024

For Contractor:

McAnany Construction, Inc.
15320 Midland Drive
Shawnee, KS 66217

- B. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been given when it is received at the address stated above for the addressee or at such other address as the addressee may furnish the other party.
- C. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

**ARTICLE XIII
DEFAULT**

- A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, or (4) abandonment by Contractor of all or any part of the Work, Contractor shall be in default, and if the default is not corrected to City's satisfaction within 72 hours of Contractor's receipt of written notice to correct from City, City may, in addition to any other right or remedy City may have, furnish any necessary labor, supervision, materials, tools, equipment, services, or other items through City or others, to correct the default, at Contractor's expense, or terminate Contractor's right to proceed with performance of any part or all of the Work and take over and complete the performance of such Work, through City or others, at Contractor's expense.

- B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, enroute to the site, or in storage or being manufactured or fabricated for the Project away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees, all without any liability to Contractor.
- C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.
- D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.
- E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

**ARTICLE XIV
TERMINATION FOR CITY'S CONVENIENCE**

City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article XIV.

**ARTICLE XV
COMPLIANCE WITH LAWS**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- B. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Specifically, but without limitation:
1. Not less than the prevailing hourly rate of wages, as set out in Exhibit F to this Agreement, shall be paid to all workers performing any of the Work.
 2. Contractor shall forfeit a penalty to City of \$100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for performing any of the Work by Contractor or any subcontractor.
 3. With each application for payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the application for payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each subcontractor of any tier that employed any workers in connection with the Work during the period covered by the application for payment.
 4. Final payment to Contractor shall not be made until Contractor and each subcontractor have submitted to City an affidavit, in form acceptable to City, stating that Contractor or subcontractor has fully complied with the provisions and requirements of the Missouri prevailing wage law, Sections 290.210 through 290.340, RSMo.
 5. Contractor and each subcontractor shall require each on-site employee to complete the ten-hour safety program required under Section 292.675, RSMo, within 60 days of beginning any of the Work on the Project, if he or she has not previously completed the program or does not have documentation of having done so. Contractor shall forfeit a penalty to City of \$2,500 plus \$150 for each on-site employee employed by Contractor or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- C. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

ARTICLE XVI
SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

- A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order for more than \$15,000.00 to any person or entity for any or all of the Work. Contractor shall notify Manager in writing of each proposed subcontract and purchase order for more than \$15,000.00. If City does not notify Contractor in writing within 96 hours after City's receipt of notice of a proposed subcontract or purchase order that City does not consent or needs more time or information in order to consider the proposed subcontract or purchase order, City will be deemed to consent. If City consents or is deemed to consent to a subcontract or purchase order, Contractor shall not later issue a subcontract or purchase order to a different subcontractor or supplier for some or all of the Work covered by the original subcontract or purchase order without obtaining City's further prior written consent. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, subcontractor, or vendor.
- B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.
- C. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City and is further assignable by City to another contractor or other entity. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

ARTICLE XVII
ACCESS TO SITE/CLEANING UP

- A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.
- B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by City or another person or entity with respect to the Work.

- C. Contractor shall at all times during performance of the Work keep the Project site clean and free from debris resulting from the Work. Before discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within 24 hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

**ARTICLE XVIII
CONTRACTOR QUALIFICATIONS**

Contractor warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

**ARTICLE XIX
CONTRACTOR PERFORMANCE/WARRANTY**

- A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices.
- B. Contractor warrants that the Work will conform to the requirements of the Contract Documents and be free from defects.
- C. In addition to Contractor's obligations under Paragraph B above, if, within one year after final completion of all of the Work, any Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from City to do so.
- D. Nothing in Paragraph C above establishes a period of limitations applicable to other obligations of Contractor under the Contract Documents, including but not limited to Contractor's obligations under Paragraph B above. The one-year period referred to in Paragraph C above applies only to the specific obligation to correct the Work stated in Paragraph C.

**ARTICLE XX
STORAGE OF MATERIALS AND EQUIPMENT**

Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

**ARTICLE XXI
SAFETY**

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on- site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss.
- C. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both, at Contractor's sole cost. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount.

**ARTICLE XXII
INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor nor any subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

**ARTICLE XXIII
CONFLICT**

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

**ARTICLE XXIV
BONDS**

Before commencing any Work, Contractor shall obtain from a recognized surety acceptable to Manager, a performance bond and a payment bond, in the forms at Exhibits C and D to this Agreement. The surety must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri. Each such bond shall be for the full Contract Amount. The premium for these bonds is included in the Contract Amount.

**ARTICLE XXV
SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Article XXV, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain in effect as written in any circumstances other than those in which the provision is held to be unenforceable.

**ARTICLE XXVII
DISPUTES/ATTORNEY FEES**

- A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation. Unless City and Contractor agree otherwise, the mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Rules.
- B. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXVIII
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and do not define or limit any of the provisions of any of the Articles.

**ARTICLE XXIX
ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VI of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

CITY OF EXCELSIOR SPRINGS

Attested:

By: _____
MAYOR

City Clerk

McAnany Construction, Inc. _____
(Contractor Name)

By: _____
(Signature)

(Print Name)

Title

**EXHIBIT A
SCOPE OF WORK**

Contractor shall perform the following Work:

Ultra Thin Bonded Asphalt (UBAS) street surface treatment of two neighborhoods in northern Excelsior Springs.

(To be filled in after City determines which alternates, if any, are accepted)

EXHIBIT B
SPECIFICATIONS AND DRAWINGS

The following Specifications and Drawings govern the Contractor's performance of the Work:

Project Manual: 2026 Street Maintenance – UBAS, Excelsior Springs. MO. Project map and quantities and location are located in the Appendices.

Drawings: No drawings for this project

EXHIBIT C – PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS, MISSOURI, AND CONTRACTOR, dated _____, 2026, designated Ordinance No. _____, in every particular, **McAnany Construction, Inc.**, as Principal, and _____, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto the CITY OF EXCELSIOR SPRINGS, in the penal sum of **\$518,689.75** _____ lawful money of the United States, conditioned that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its obligations and duties pursuant to the terms of the Contract Documents, including, without limitation, all warranty obligations and duties and including those under which Principal agrees to pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work in the locality as determined by the Department of Labor and Industrial Relations of Missouri or by final judicial determination pursuant to the provisions of Sections 290.210 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, then this obligation to be void, otherwise to remain in full force and effect. No change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect Surety's obligation on this Bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

McAnany Construction, Inc. _____
PRINCIPAL

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

SURETY

By: _____
(Signature)

Printed Name: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED

EXHIBIT D – PAYMENT BOND

McAnany Construction, Inc. and the CITY OF EXCELSIOR SPRINGS, MISSOURI, have entered into an Agreement dated _____, 2026, designated Ordinance No. _____.

McAnany Construction, Inc., as Principal, and _____, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto the City of Excelsior Springs, in the penal sum of **\$518,689.75** lawful money of the United States, conditioned that in the event Principal shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work required by the Contract Documents described in the Agreement in the locality as determined by the Department of Labor and Industrial Relations of Missouri or by final judicial determination pursuant to the provisions of Sections 290.010 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, and shall timely pay to the proper parties all amounts due for material, machinery, equipment and tools, consumed or used in connection with the construction of such Work, all premiums for insurance required by the Contract Documents, and all labor performed in such Work, whether by Principal, subcontractor, or otherwise, then this obligation to be void, otherwise to remain in full force and effect, and the same may be sued on at the instance of any subcontractor, material supplier, laborer, mechanic, or other interested party, in the name of the City of Excelsior Springs, to the use of such parties, for any breach of the considerations hereof. No change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any wise affect Surety's obligation on this Bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

McAnany Construction, Inc. _____
PRINCIPAL

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

SURETY

By: _____
(Signature)

Printed Name: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED



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

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

To: Mayor and City Council

From: Chad Birdsong, Director of Public Works

Re: Approval of Agreement with Vance Brothers LLC. – 2026 Streetscape Chip Seal Project

Date: April 6th, 2026

This year's streetscape project is broken down into 3 phases, the UBAS Project, Base Repair Project, and the Chip Seal Project.

This agreement with Vance Brothers, LLC. is for the Chip Seal project for the streets including, West, Thompson, Marrian, May, portions of Milwaukee, portions of Tracy, and the Persimmon Grove neighborhood including Persimmon, Greenwood, Oakwood, Ridgeway, Lena, Kibler, Clark and Kathy Lane. A map is also included showing where the improvements will take place. The request for bids for this was also published on March 5th and opened on March 24th at 10:00 a.m. We received one bid for this work from Vance Brothers LLC, for \$155,905.98 with the engineer's estimate of \$178,920.10.

Lamp Rynearson has verified the bid and it is attached. We have worked with Vance Brothers in the past and they are a very qualified contractor for this type of specialized work. Lamp Rynearson's letter of recommendation is also attached as is the agreement.

Transportation Trust met on November 10th, 2025 and approved \$1,270,000.00 for this year's streetscape construction phase.

At this time, we recommend that this project be awarded to Vance Brothers for the bid amount of \$155,905.98 upon approval from the City Council.

A resolution is attached for your consideration and approval of the attached agreement with Vance Brothers for this year's Streetscape Chip Seal Project.

If you have any questions or concerns regarding this project, please don't hesitate to call me at 630-0755.

Sincerely,
Chad Birdsong

RESOLUTION NO. 1651

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CHIP SEAL AGREEMENT WITH VANCE BROTHERS LLC.

WHEREAS, the City of Excelsior Springs, Missouri (the "City"), has identified the need for chip seal maintenance on certain roadways within the City; and

WHEREAS, Vance Brothers has submitted a bid and has been selected as the contractor to perform the necessary chip seal work in accordance with the specifications and requirements set forth by the City; and

WHEREAS, the City has reviewed the Chip Seal Agreement and determined that it is in the best interest of the City and its residents to proceed with the execution of said Agreement;

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

Section 1. The City Council hereby approves the Chip Seal Agreement with Vance Brothers, as presented and attached hereto.

Section 2. The Mayor or City Manager, or their designee, is hereby authorized to execute the Chip Seal Agreement with Vance Brothers and take all necessary actions to carry out its terms and conditions.

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

THIS RESOLUTION PASSED AND APPROVED THIS 6th DAY OF March, 2026.

ATTEST:

Shannon Stroud, City Clerk

Mark Spohn, Mayor

REVIEWED BY:

Melinda Mehaffy, City Manager

March 26, 2026

Mr. Chad Birdsong
Public Works Director
City of Excelsior Springs, Missouri
103 E Water Street
Excelsior Springs, 64024

Re: 2026 Street Maintenance – Chip Seal Project

Dear Mr. Birdsong:

Bids were received for the above-referenced project on Tuesday, March 24, 2026.

One bid was submitted by Vance Brothers, LLC in the amount of \$155,905.98. The engineer's estimate for the project was \$178,920.10. A completed bid tabulation is attached for your reference. Vance Brothers, LLC has indicated that it intends to perform 100 percent of the work with its own forces, but may utilize Delta Sweeping Company to supplement the sweeping work as necessary.

Vance Brothers, LLC has previously performed work for the City of Excelsior Springs, including the City's chip seal projects over the past several years. After consultation with City staff, we recommend that Vance Brothers, LLC be awarded the contract in the amount of **\$155,905.98**.

If you have any questions or need additional information, please contact me at (636) 484-2595.

Sincerely,

LAMP RYNEARSON



Greg Van Patten, P.E.
Project Manager

CC: Project File
Email C: Trevor Simpson, Project Engineer



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

3/24/2026

Completed Bid Tab									
2026 Street Maintenance - Chip Seal				ENGINEER'S ESTIMATE		Vance Brothers		Average Minus High and Engineer's	
City of Excelsior Springs, Missouri									
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
3	Chip Seal (1/4" Trap Rock)	SY	32638	\$ 3.50	\$ 114,233.00	\$ 3.75	\$ 122,392.50	\$ 3.75	\$ 122,392.50
4	1st Sweeping	SY	32638	\$ 0.20	\$ 6,527.60	\$ 0.20	\$ 6,527.60	\$ 0.20	\$ 6,527.60
5	2nd Sweeping	SY	32638	\$ 0.15	\$ 4,895.70	\$ 0.15	\$ 4,895.70	\$ 0.15	\$ 4,895.70
6	3rd Sweeping	SY	32638	\$ 0.10	\$ 3,263.80	\$ 0.11	\$ 3,590.18	\$ 0.11	\$ 3,590.18
7	Force Account	Set	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
				Total:	\$ 178,920.10	Total:	\$ 155,905.98	Total:	\$ 155,905.98

Vance Brothers, LLC
Suppliers and Subcontractors
Excelsior Springs, 2026 Street Maintenance

Subcontractors:

Vance Brothers, LLC does not anticipate using subcontractors for this work. If a subcontractor is needed then it would be Delta Sweeping Company out of Kansas City, MO to help supplement part of the sweeping work. If that occurs then we can provide a full breakdown of their qualifications, if needed.

Suppliers:

Vance Brothers, LLC – Emulsion

Iron Mountain Trap Rock - Aggregate



phone: 800.821.8549 • 816.923.4325 fax: 816.923.6472 web: vancebrothers.com

5201 Brighton • Kansas City, Missouri • 64130

NOTICE OF AWARD

Date of Issuance:

Owner: City of Excelsior Springs, MO Owner's Project No.:
Engineer: Lamp Rynearson Engineer's Project No.: 0325157.01
Project: 2026 Street Maintenance – Chip Seal
Contract Name: 2026 Street Maintenance – Chip Seal
Bidder: Vance Brothers, LLC
Bidder's Address: 5201 Brighton, Kansas City, MO 64130

You are notified that Owner has accepted your Bid dated **March 24, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2026 Street Maintenance – Chip Seal

The Contract Price of the awarded Contract is **\$155,905.98**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[5] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner **[5]** counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Excelsior Springs, MO

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

**AGREEMENT BETWEEN
CITY OF EXCELSIOR SPRINGS AND**

Vance Brothers, LLC

FOR

2026 STREET MAINTENANCE – CHIP SEAL

CONTRACTOR: **Vance Brothers, LLC**

ORDINANCE NO.: _____

CONTRACT PRICE: **\$155,905.98**

AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR

2026 STREET MAINTENANCE – CHIP SEAL

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2026, by and between the City of Excelsior Springs, Missouri (“City”), and **Vance Brothers, LLC** (Contractor), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Ordinance No. _____, duly approved and by virtue of the authority vested in City by the general ordinances of City, intends to enter into one or more contracts for the Project; and

WHEREAS, the Mayor is authorized and empowered by City to execute contracts on behalf of City, and the City Manager (“Manager”) is authorized to perform Manager’s functions set forth in this Agreement; and

WHEREAS, Manager may designate one or more engineers, architects, or other persons to assist Manager in performing Manager’s functions under this Agreement; and

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, City and Contractor AGREE as follows:

**ARTICLE I
THE PROJECT AND THE WORK**

- A. Contractor shall provide and pay for all Work for the Project.
- B. “Project,” as used in this Agreement and the other Contract Documents, means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. It may also include construction by City or others.
- C. “Work,” as used in this Agreement and the other Contract Documents, means all labor, services, materials, supplies, tools, equipment, supervision, management, and anything

else necessary to accomplish the results and objectives described in Exhibit A (Scope of Work) and Exhibit B (Specifications and Drawings) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in Article VI of this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

- D. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor's failure to do so.

ARTICLE II CONTRACT AMOUNT

- A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of **One hundred fifty-five thousand nine hundred five and 98/100** Dollars (**\$155,905.98**). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."
- B. Payment at the respective unit prices set forth in Exhibit E shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the unit prices set forth in Exhibit E. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the unit prices set forth in Exhibit E. All Work not specifically set forth in Exhibit E as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the prices set forth in Exhibit E.
- C. City represents that it is exempt from Missouri state sales and use taxes on material and equipment to be incorporated into the Work. City shall provide Contractor a Project Exemption Certificate that complies with Missouri law.

ARTICLE III
PROGRESS OF WORK/SUBMITTALS

- A. Contractor shall commence performance of the Work on the date indicated in a written notice (“Notice to Proceed”) that shall be given by City to Contractor.
- B. Contractor shall achieve completion of all work including punch list items not later than **October 15, 2026**, as indicated in the Notice to Proceed, for commencement of performance of the work. If the Contractor fails to achieve final completion of all the Work by **October 15, 2026**, Contractor shall pay the City \$400, as liquidated damages and not as penalty, for each day after **October 15, 2026**, until final completion of all the work is achieved. All work shall be completed within the temperature requirements stated in the specification. In addition, contractor shall not begin chip seal surface treatment until all of the base repairs are completed on the base repair project that includes a completion date of **July 1, 2026**.
- C. Recovery of liquidated damages is not the City’s exclusive remedy for Contractor’s failure to achieve substantial or final completion in accordance with this Agreement. Specifically, but without limitation, City may exercise its rights under Paragraph F below, Article V Paragraph I of this Agreement, and Article XIII of this Agreement under all circumstances described in Paragraph F, Article V Paragraph I, and Article XIII, including but not limited to Contractor’s failure to achieve substantial or final completion in accordance with Paragraph B above.
- D. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall, upon commencement of construction, work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph D does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather. Contractor shall give City at least 48 hour’s notice if intending to work on Saturday, Sunday, holidays, or days of impending inclement weather.
- E. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City’s written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each application for payment under Article V of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits current under the Contract Documents.
- F. If City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, City may, in City’s sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor’s sole cost, to accelerate Contractor’s progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

- G. Contractor shall submit to City for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Review and approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review and approval by City any shop drawings, samples, product data, manufacturer's literature, or similar submittals as may reasonably be requested by City. Contractor shall perform all Work strictly in accordance with approved submittals. City's approval does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the approved submittals.
- H. As used in Paragraph B above, and elsewhere throughout the Contract Documents, "day" means calendar day, unless it is specifically and expressly defined otherwise.

**ARTICLE IV
CONTRACT DOCUMENTS**

- A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, form the entire agreement between City and Contractor, and are the Contract Documents:
1. This AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR.
 2. SCOPE OF WORK (Exhibit A to this Agreement).
 3. The SPECIFICATIONS and DRAWINGS referred to in Exhibit B to this Agreement.
 4. PERFORMANCE BOND (Exhibit C to this Agreement).
 5. PAYMENT BOND (Exhibit D to this Agreement).
 6. BID FORM (Exhibit E to this Agreement).
- B. Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

**ARTICLE V
PAYMENTS**

- A. Before submitting its first application for payment, Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each application for payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.
- B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an application for payment, in form acceptable to City, to the City representative designated in Article XII. In addition to the amount of payment requested in the application for payment, each application shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such subcontractor and supplier. An application shall not include a request for payment for any portion of the Work that was performed or furnished by a subcontractor or supplier if Contractor does not intend to pay such subcontractor or supplier from such payment. Contractor shall include with each application all supporting documentation that City may require. City shall pay Contractor within 30 days of delivery of Contractor's application and all supporting documentation to City's designated representative, provided all Work and documentation are acceptable to City. Within 15 days of its receipt of payment from City, Contractor shall pay all subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.
- C. All payments under this Agreement shall be made only upon the approval of Manager. Manager shall review each application for payment and certify for payment such amounts as Manager determines are due Contractor. From the total amount certified, Manager shall withhold five percent as retainage until Substantial Completion of all the Work, as defined in Paragraph F below. The Finance Director, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds available for Contractor under Ordinance No. ____.
- D. Neither Manager's certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.
- E. With each application, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each subcontractor or supplier performing any Work, before making any payment to Contractor. The subcontractor's and supplier's receipts and

- releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for work performed or materials supplied included on any previous payment application to City from Contractor have been satisfied and that the subcontractor or supplier waives and releases any and all claims or rights in connection therewith.
- F. Contractor's retainage shall not be released until Contractor notifies City's designated representative in writing, and Manager certifies, that all the Work is substantially complete. The Work shall not be deemed substantially complete until all specific requirements stated in the Contract Documents for achievement of substantial completion of all the Work have been satisfied and Manager determines that all the Work is sufficiently complete in accordance with the Contract Documents so that City can occupy and utilize all the Work for its intended use. Retainage shall be paid to Contractor within 30 days of Manager's certification that all the Work is substantially complete. If there are minor items remaining to be completed after substantial completion, an amount equal to 150% of the value of each item, as determined by Manager, shall be withheld until such items are completed.
 - G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Manager issues his or her certificate to that effect. City, within 30 days after the delivery of Manager's certificate, shall pay Contractor all remaining funds that Contractor is due under this Agreement.
 - H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its application for final payment as claimed by Contractor. All claims not identified in the application for final payment are waived.
 - I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
 - 1. Unsatisfactory job progress,
 - 2. Defective Work not remedied,
 - 3. Failure to make payments to subcontractors or suppliers,
 - 4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
 - 5. Uncured damage by Contractor or subcontractors or suppliers to property of City or others,
 - 6. Contractor's uncured breach of this Agreement or other Contract Documents, or
 - 7. Contractor's failure to provide requested documentation.
 - J. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

**ARTICLE VI
CHANGES/CLAIMS**

- A. Manager, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order from Manager. No oral direction or order, and no written order from anyone other than Manager, shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from Manager, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.
- B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:
1. If the Work involved is covered by unit prices set forth in Exhibit E, by application of such unit prices to the quantities of the items involved; or
 2. If the Work involved is not covered by unit prices set forth in Exhibit E, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change; or
 3. If the Work involved is not covered by unit prices set forth in Exhibit E and agreement to a lump sum is not reached, the change shall be performed on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of a net increase in the cost of Contractor's performance, a reasonable allowance on the net increase for overhead and profit, subject to the following:

Contractor shall keep and present, in such form as City may prescribe, an itemized accounting of expenditures and savings together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs shall be limited to the following: costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance; costs of materials, supplies, and equipment, including cost of transportation; rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others; costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and additional costs of supervision and field office personnel directly attributable to the change.
- C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

- D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.
- E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.
- F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, unavoidable casualty, or other similar cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.
- G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within seven days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the seven-day period, it shall be deemed waived.
- H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

**ARTICLE VII
INSURANCE**

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall have not less than the following limits:

- a. Each occurrence \$2,000,000.00
- b. Personal/advertising injury \$2,000,000.00
- c. General aggregate \$2,000,000.00
- d. Products/completed operations aggregate \$2,000,000.00
- e. The following coverage shall be included:
 - Blanket contractual liability
 - Products/completed operations
 - Personal/advertising injury
 - Broad form property damage
 - Independent contractors
 - Explosion, Collapse, and Underground Damage

2. **AUTOMOBILE LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$2,000,000.00 or each accident.

3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:

- a. Workers' Compensation: Statutory
- b. Employer's Liability:
 - Each accident \$500,000.00
 - Disease – each employee \$500,000.00
 - Disease – policy limit \$500,000.00

- B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "B+XI" in Best's Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by work included in the products/completed operations hazard.
- C. All policies and certificates of insurance shall provide no less than 30 days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article VII. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven days before Contractor first performs any of the Work. All policies except Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.
- D. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.
- E. If any part of the Work is subcontracted, each subcontractor, or Contractor on behalf of the subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article VII. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article VII shall be delivered to City's designated representative not less than seven days before the subcontractor first performs any of the Work.

**ARTICLE VIII
INDEMNITY**

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent acts or omissions of Contractor, a subcontractor or supplier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Paragraph.
- B. In claims against any person or entity indemnified under the preceding Paragraph A by an employee of Contractor, a subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation under Paragraph A shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE IX
PATENT LIABILITY**

Contractor shall pay all royalties and license fees. Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold City, its officers, employees, and agents harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in the Drawings, Specifications, or other documents prepared by City or anyone acting under City's direction. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, Contractor shall be responsible for such loss unless such information is promptly furnished to City.

**ARTICLE X
COVENANT AGAINST UNDUE INFLUENCE**

- A. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. Contractor warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition, issue or take any action with respect to this Agreement. Contractor shall allow a certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article X.

**ARTICLE XI
RECORDS REGARDING PAYMENT**

For at least two years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all applications for payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that City was billed at appropriate times for proper percentages of completion and for payments to subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

**ARTICLE XII
NOTICES**

- A. The following persons are designated by the respective parties to act on behalf of such party and to receive all written notices and Payment Applications:

For City:

Melinda Mehaffy, City Manager
City of Excelsior Springs, MO
201 E. Broadway
Excelsior Springs, MO 64024

For Contractor:

Vance Brothers, LLC
5201 Brighton
Kansas City, MO 64130

- B. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been given when it is received at the address stated above for the addressee or at such other address as the addressee may furnish the other party.
- C. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

**ARTICLE XIII
DEFAULT**

- A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, or (4) abandonment by Contractor of all or any part of the Work, Contractor shall be in default, and if the default is not corrected to City's satisfaction within 72 hours of Contractor's receipt of written notice to correct from City, City may, in addition to any other right or remedy City may have, furnish any necessary labor, supervision, materials, tools, equipment, services, or other items through City or others, to correct the default, at Contractor's expense, or terminate Contractor's right to proceed with performance of any part or all of the Work and take over and complete the performance of such Work, through City or others, at Contractor's expense.

- B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, enroute to the site, or in storage or being manufactured or fabricated for the Project away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees, all without any liability to Contractor.
- C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.
- D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.
- E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

ARTICLE XIV
TERMINATION FOR CITY'S CONVENIENCE

City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article XIV.

**ARTICLE XV
COMPLIANCE WITH LAWS**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- B. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Specifically, but without limitation:
 - 1. Not less than the prevailing hourly rate of wages, as set out in Exhibit F to this Agreement, shall be paid to all workers performing any of the Work.
 - 2. Contractor shall forfeit a penalty to City of \$100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for performing any of the Work by Contractor or any subcontractor.
 - 3. With each application for payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the application for payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each subcontractor of any tier that employed any workers in connection with the Work during the period covered by the application for payment.
 - 4. Final payment to Contractor shall not be made until Contractor and each subcontractor have submitted to City an affidavit, in form acceptable to City, stating that Contractor or subcontractor has fully complied with the provisions and requirements of the Missouri prevailing wage law, Sections 290.210 through 290.340, RSMo.
 - 5. Contractor and each subcontractor shall require each on-site employee to complete the ten-hour safety program required under Section 292.675, RSMo, within 60 days of beginning any of the Work on the Project, if he or she has not previously completed the program or does not have documentation of having done so. Contractor shall forfeit a penalty to City of \$2,500 plus \$150 for each on-site employee employed by Contractor or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- C. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

ARTICLE XVI
SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

- A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order for more than \$15,000.00 to any person or entity for any or all of the Work. Contractor shall notify Manager in writing of each proposed subcontract and purchase order for more than \$15,000.00. If City does not notify Contractor in writing within 96 hours after City's receipt of notice of a proposed subcontract or purchase order that City does not consent or needs more time or information in order to consider the proposed subcontract or purchase order, City will be deemed to consent. If City consents or is deemed to consent to a subcontract or purchase order, Contractor shall not later issue a subcontract or purchase order to a different subcontractor or supplier for some or all of the Work covered by the original subcontract or purchase order without obtaining City's further prior written consent. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, subcontractor, or vendor.
- B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.
- C. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City and is further assignable by City to another contractor or other entity. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

ARTICLE XVII
ACCESS TO SITE/CLEANING UP

- A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.
- B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by City or another person or entity with respect to the Work.

- C. Contractor shall at all times during performance of the Work keep the Project site clean and free from debris resulting from the Work. Before discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within 24 hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

**ARTICLE XVIII
CONTRACTOR QUALIFICATIONS**

Contractor warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

**ARTICLE XIX
CONTRACTOR PERFORMANCE/WARRANTY**

- A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices.
- B. Contractor warrants that the Work will conform to the requirements of the Contract Documents and be free from defects.
- C. In addition to Contractor's obligations under Paragraph B above, if, within one year after final completion of all of the Work, any Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from City to do so.
- D. Nothing in Paragraph C above establishes a period of limitations applicable to other obligations of Contractor under the Contract Documents, including but not limited to Contractor's obligations under Paragraph B above. The one-year period referred to in Paragraph C above applies only to the specific obligation to correct the Work stated in Paragraph C.

**ARTICLE XX
STORAGE OF MATERIALS AND EQUIPMENT**

Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

**ARTICLE XXI
SAFETY**

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on- site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss.
- C. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both, at Contractor's sole cost. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount.

**ARTICLE XXII
INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor nor any subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

**ARTICLE XXIII
CONFLICT**

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

**ARTICLE XXIV
BONDS**

Before commencing any Work, Contractor shall obtain from a recognized surety acceptable to Manager, a performance bond and a payment bond, in the forms at Exhibits C and D to this Agreement. The surety must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri. Each such bond shall be for the full Contract Amount. The premium for these bonds is included in the Contract Amount.

**ARTICLE XXV
SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Article XXV, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain in effect as written in any circumstances other than those in which the provision is held to be unenforceable.

**ARTICLE XXVII
DISPUTES/ATTORNEY FEES**

- A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation. Unless City and Contractor agree otherwise, the mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Rules.
- B. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXVIII
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and do not define or limit any of the provisions of any of the Articles.

**ARTICLE XXIX
ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VI of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

CITY OF EXCELSIOR SPRINGS

Attested:

By: _____

MAYOR

City Clerk

Vance Brothers, LLC

(Contractor Name)

By: _____

(Signature)

(Print Name)

Title

**EXHIBIT A
SCOPE OF WORK**

Contractor shall perform the following Work:

Chip seal surface treatment of 3 neighborhoods in Excelsior Springs.

(To be filled in after City determines which alternates, if any, are accepted)

EXHIBIT B
SPECIFICATIONS AND DRAWINGS

The following Specifications and Drawings govern the Contractor's performance of the Work:

Project Manual: 2026 Street Maintenance – Chip Seal, Excelsior Springs, MO. Project map and quantities and location are located in the Appendices.

Drawings: No drawings for this project

EXHIBIT C – PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS, MISSOURI, AND CONTRACTOR, dated _____, 2026, designated Ordinance No. _____, in every particular, **Vance Brothers, LLC**, as Principal, and _____, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto the CITY OF EXCELSIOR SPRINGS, in the penal sum of \$_____ lawful money of the United States, conditioned that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its obligations and duties pursuant to the terms of the Contract Documents, including, without limitation, all warranty obligations and duties and including those under which Principal agrees to pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work in the locality as determined by the Department of Labor and Industrial Relations of Missouri or by final judicial determination pursuant to the provisions of Sections 290.210 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, then this obligation to be void, otherwise to remain in full force and effect. No change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect Surety's obligation on this Bond, and Surety waives notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work.

Vance Brothers, LLC

PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

SURETY

By: _____

(Signature)

Printed Name: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED

EXHIBIT D – PAYMENT BOND

Vance Brothers, LLC and the CITY OF EXCELSIOR SPRINGS, MISSOURI, have entered into an Agreement dated _____, 2026, designated Ordinance No. _____.

Vance Brothers, LLC, as Principal, and _____, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto the City of Excelsior Springs, in the penal sum of \$_____.

_____ lawful money of the United States, conditioned that in the event Principal shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work required by the Contract Documents described in the Agreement in the locality as determined by the Department of Labor and Industrial Relations of Missouri or by final judicial determination pursuant to the provisions of Sections 290.010 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, and shall timely pay to the proper parties all amounts due for material, machinery, equipment and tools, consumed or used in connection with the construction of such Work, all premiums for insurance required by the Contract Documents, and all labor performed in such Work, whether by Principal, subcontractor, or otherwise, then this obligation to be void, otherwise to remain in full force and effect, and the same may be sued on at the instance of any subcontractor, material supplier, laborer, mechanic, or other interested party, in the name of the City of Excelsior Springs, to the use of such parties, for any breach of the considerations hereof. No change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any wise affect Surety's obligation on this Bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

Vance Brothers, LLC _____
PRINCIPAL

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

SURETY

By: _____
(Signature)

Printed Name: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED



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

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

To: Mayor and City Council

From: Chad Birdsong, Director of Public Works

Re: Approval of Agreement with Amino Brothers Co. – 2026 Streetscape Curb, Base, and Pavement Rehab Project

Date: April 6th, 2026

This year's streetscape project is broken down into 3 phases, the UBAS Project, Base, Curb, and Pavement Rehab Project, and the Chip Seal Project.

This agreement with Amino Brothers Co. is for the Curb, Base, and Pavement Rehab Project for the streets including, Meadowlark, Milwaukee, Sunset Strip, Dogwood, Peachtree, Apple Blossom, Morrison, Michelle Drive, Marian, May, Rowell, portions of Tracy, and portions of Pierson. C.E. King Street will get a full mill and pavement replacement to 25 feet wide, including regrading of ditches, three drive aprons and culverts. A map is also included showing where the improvements will take place. The request for bids for this was also published on March 5th and opened on March 24th at 10:00 a.m. We received four bids for this work. Amino was low bid at \$595,324.45 with the engineer's estimate of \$594,748.31.

Lamp Rynearson has verified the bid and it is attached. We have worked with Amino Brothers co. in the past and they are a very qualified contractor for this type of specialized work. Lamp Rynearson's letter of recommendation is also attached as is the agreement.

Transportation Trust met on November 10th, 2025 and approved \$1,270,000.00 for this year's streetscape construction phase.

At this time, we recommend that this project be awarded to Amino Brothers for the bid amount of \$595,324.45 upon approval from the City Council.

A resolution is attached for your consideration and approval of the attached agreement with Amino Brothers Co. for this year's Streetscape curb, base, and pavement rehab Project.

If you have any questions or concerns regarding this project, please don't hesitate to call me at 630-0755.

Sincerely,
Chad Birdsong



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

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

RESOLUTION NO. 1652

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CURB, BASE AND PAVEMENT REHAB AGREEMENT WITH AMINO BROTHERS CO.

WHEREAS, the City of Excelsior Springs, Missouri (the "City"), has identified the need for curb, base repair and pavement rehab and maintenance of certain roadways within the City; and

WHEREAS, Amino Brothers Co. has submitted a bid and has been selected as the contractor to perform the necessary curb, base repair and pavement rehab work in accordance with the specifications and requirements set forth by the City; and

WHEREAS, the City has reviewed the Curb, Base Repair and Pavement Rehab Agreement and determined that it is in the best interest of the City and its residents to proceed with the execution of said Agreement;

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

Section 1. The City Council hereby approves the Curb, Base Repair and Pavement Rehab Agreement with Amino Brothers Co., as presented and attached hereto.

Section 2. The Mayor or City Manager, or their designee, is hereby authorized to execute the Curb, Base Repair and Pavement Rehab Agreement with Amino Brothers Co. and take all necessary actions to carry out its terms and conditions.

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

THIS RESOLUTION PASSED AND APPROVED THIS 6th DAY OF March, 2026.

ATTEST:

Shannon Stroud, City Clerk

Mark D. Spohn, Mayor

REVIEWED BY:

Melinda Mehaffy, City Manager

March 26, 2026

Mr. Chad Birdsong
Public Works Director
City of Excelsior Springs, Missouri
103 E Water Street
Excelsior Springs, 64024

Re: 2026 Street Maintenance – Curb, Base, and Pavement Rehab Project

Dear Mr. Birdsong:

Bids were received for the above-referenced project on Tuesday, March 24, 2026.

Four bids were received with Amino Brothers Co., Inc. being the low bid at \$595,324.45. Attached is a completed bid tabulation. Amino Brothers has provided a list of subcontractors and projects to complete approximately 99% of the work with their own forces.

We have previously worked with Amino Brothers, including on the 2018 Streetscape Project along Kansas City Avenue in downtown Excelsior Springs. We have found them to be a reputable contractor. After consultation with City staff, we recommend that Amino Brothers Co. Inc. be awarded the contract.

If you have any questions or need additional information, please contact me at (636) 484-2595.

Sincerely,

LAMP RYNEARSON



Greg Van Patten, P.E.
Project Manager

CC: Project File
Email C: Trevor Simpson, Project Engineer

9001 State Line Rd., Ste. 200
 Kansas City, MO 64114
 (P) 816.381.0440
 (F) 816.381.0045
 Lampryne@lampsryne.com



3/24/2026

Completed Bid Tab

2026 Street Maintenance - Curb, Base and Pavement Rehab
City of Excelsior Springs, Missouri

Item No.	Item Description	Unit	Estimated Quantity	ENGINEER'S ESTIMATE			Amino Brothers			McAmarty Construction			Tandem Paving			Barkley Asphalt			Average Minus High and Engineer's		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 20,559.00	\$ 20,559.00	\$ 15,295.50	\$ 15,295.50	\$ 16,500.00	\$ 16,500.00	\$ 20,000.00	\$ 20,000.00	\$ 17,265.17	\$ 17,265.17						
2	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 3,168.00	\$ 3,168.00	\$ 14,445.00	\$ 14,445.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,148.33	\$ 12,148.33						
3	Contractor Staking	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,046.00	\$ 3,046.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,666.67	\$ 5,666.67						
4	Grading and Backfilling	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 70,829.00	\$ 70,829.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 16,666.67	\$ 16,666.67						
5	Seeding, Fertilizer and Mulching	SY	1	\$ 5,000.00	\$ 5,000.00	\$ 3,519.00	\$ 3,519.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00						
6	Clearing, Grubbing and Demolition	SY	1	\$ 25,000.00	\$ 25,000.00	\$ 102.00	\$ 102.00	\$ 75,000.00	\$ 75,000.00	\$ 86,192.00	\$ 86,192.00	\$ 55,000.00	\$ 55,000.00	\$ 72,064.00	\$ 72,064.00						
7	Asphalt mill 2"	SY	107	\$ 4.00	\$ 428.00	\$ 38.70	\$ 4,140.90	\$ 70.00	\$ 7,490.00	\$ 12.00	\$ 1,284.00	\$ 50.00	\$ 5,350.00	\$ 44.00	\$ 4,708.00						
8	Curb and Gutter (Type CG-2) (Type CG-1) (Remove and Replace)	LF	766	\$ 65.00	\$ 49,790.00	\$ 110.00	\$ 84,280.00	\$ 55.00	\$ 42,130.00	\$ 104.00	\$ 79,664.00	\$ 66.00	\$ 50,556.00	\$ 75.00	\$ 57,450.00						
9	Base Repairs (4") (Asphalt) (Type 5 MCD)	SY	1839	\$ 65.00	\$ 119,527.78	\$ 70.50	\$ 129,649.50	\$ 58.50	\$ 107,581.50	\$ 51.50	\$ 94,708.50	\$ 65.00	\$ 119,535.00	\$ 58.33	\$ 107,275.00						
10	Concrete Driveway (6") (KCMMBA4)	LF	63	\$ 185.00	\$ 11,655.00	\$ 201.00	\$ 12,663.00	\$ 250.00	\$ 15,750.00	\$ 170.00	\$ 10,710.00	\$ 140.00	\$ 8,820.00	\$ 186.67	\$ 11,760.00						
11	Concrete Valley Gutter (8") (KCMMBA4)	LF	34	\$ 250.00	\$ 8,500.00	\$ 191.00	\$ 6,494.00	\$ 200.00	\$ 6,800.00	\$ 185.00	\$ 6,290.00	\$ 66.00	\$ 2,244.00	\$ 150.33	\$ 5,111.33						
12	Concrete Sidewalk (4") (KCMMBA4)	LF	151	\$ 30.00	\$ 4,530.00	\$ 19.70	\$ 2,974.70	\$ 40.00	\$ 6,040.00	\$ 18.00	\$ 2,718.00	\$ 15.00	\$ 2,265.00	\$ 24.33	\$ 3,674.33						
13	Storm Pipe (12" HDPE)	LF	50	\$ 200.00	\$ 10,000.00	\$ 69.20	\$ 3,460.00	\$ 300.00	\$ 15,000.00	\$ 240.00	\$ 12,000.00	\$ 125.00	\$ 6,250.00	\$ 221.67	\$ 11,084.33						
14	Temporary Aggregate	LF	1	\$ 10,000.00	\$ 10,000.00	\$ 6,862.00	\$ 6,862.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 18,250.00	\$ 18,250.00	\$ 8,416.67	\$ 8,416.67						
15	Unstable Subgrade (Remove and Replace with 3" Crusher Run A _{agg})	LF	54	\$ 105.00	\$ 5,670.00	\$ 186.00	\$ 10,044.00	\$ 135.00	\$ 7,290.00	\$ 200.00	\$ 10,800.00	\$ 130.00	\$ 7,020.00	\$ 155.00	\$ 8,370.00						
16	Geogrid Subgrade Stabilization (HX145)	EA	3999	\$ 8.00	\$ 31,988.56	\$ 5.25	\$ 20,994.75	\$ 6.00	\$ 23,994.00	\$ 7.75	\$ 30,992.25	\$ 6.00	\$ 23,994.00	\$ 6.58	\$ 26,326.75						
17	Aggregate Base (6") (Type 5)	EA	3999	\$ 18.00	\$ 71,974.26	\$ 13.90	\$ 55,586.10	\$ 16.00	\$ 63,984.00	\$ 16.64	\$ 66,543.36	\$ 15.50	\$ 61,984.50	\$ 16.05	\$ 64,170.62						
18	Asphaltic Concrete Base (4") (KCMMBA2)	EA	945	\$ 100.00	\$ 94,466.29	\$ 91.30	\$ 86,278.50	\$ 100.00	\$ 94,500.00	\$ 95.60	\$ 90,342.00	\$ 100.00	\$ 94,500.00	\$ 98.53	\$ 93,114.00						
19	Asphaltic Concrete Surface (2") (KCMMBA2)	EA	497	\$ 105.00	\$ 52,236.94	\$ 102.00	\$ 50,694.00	\$ 100.00	\$ 49,700.00	\$ 109.00	\$ 54,173.00	\$ 130.00	\$ 64,610.00	\$ 113.00	\$ 56,161.00						
20	Force Account	Set	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00						
Total:				\$ 594,748.31	\$ 594,748.31	\$ 595,324.45	\$ 595,324.45	\$ 605,000.00	\$ 605,000.00	\$ 608,917.11	\$ 608,917.11	\$ 620,378.50	\$ 620,378.50	\$ 611,431.87	\$ 611,431.87						
Total:				\$ 594,748.31	\$ 594,748.31	As Read \$ 595,324.45	\$ 595,324.45	\$ 605,000.00	\$ 605,000.00	\$ 608,917.11	\$ 608,917.11	\$ 620,378.50	\$ 620,378.50	\$ 611,431.87	\$ 611,431.87						

Subcontractors and Suppliers List

2026 Street Maintenance (Curb, Base, and Pavement Rehab)

Project No. 0325157.01

Excelsior Springs, MO

<u>Subcontractor/Supplier</u>	<u>Service/Material</u>
Boundary & Construction Surveying, Inc.	Construction Staking
Diamond Traffic Control, LLC	Traffic Control
Geiger Ready Mix	Concrete Ready Mix
Ideker, Inc.	Asphalt Mix/Aggregates

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Excelsior Springs, MO	Owner's Project No.:	
Engineer:	Lamp Rynearson	Engineer's Project No.:	0325157.01
Project:	2026 Street Maintenance – Curb, Base, and Pavement Rehab		
Contract Name:	2026 Street Maintenance – Curb, Base, and Pavement Rehab		
Bidder:	Amino Brothers Company, Inc.		
Bidder's Address:	8110 Kaw Dr., Kansas City, KS 66111		

You are notified that Owner has accepted your Bid dated **March 24, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2026 Street Maintenance – Curb, Base, and Pavement Rehab

The Contract Price of the awarded Contract is **\$595,324.45**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[5] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [5] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Excelsior Springs, MO

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

**AGREEMENT BETWEEN
CITY OF EXCELSIOR SPRINGS AND**

AMINO BROTHERS COMPANY, INC.

FOR

**2026 STREET MAINTENANCE
CURB, BASE, AND PAVEMENT REHAB**

CONTRACTOR: **Amino Brothers Company, Inc.**

ORDINANCE NO.: _____

CONTRACT PRICE: **\$595,324.45**

AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR

**2026 STREET MAINTENANCE
CURB, BASE, AND PAVEMENT REHAB**

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2026, by and between the City of Excelsior Springs, Missouri ("City"), and **Amino Brothers Company, Inc.** (Contractor) shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Ordinance No. _____, duly approved and by virtue of the authority vested in City by the general ordinances of City, intends to enter into one or more contracts for the Project; and

WHEREAS, the Mayor is authorized and empowered by City to execute contracts on behalf of City, and the City Manager ("Manager") is authorized to perform Manager's functions set forth in this Agreement; and

WHEREAS, Manager may designate one or more engineers, architects, or other persons to assist Manager in performing Manager's functions under this Agreement; and

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, City and Contractor AGREE as follows:

**ARTICLE I
THE PROJECT AND THE WORK**

- A. Contractor shall provide and pay for all Work for the Project.
- B. "Project," as used in this Agreement and the other Contract Documents, means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. It may also include construction by City or others.
- C. "Work," as used in this Agreement and the other Contract Documents, means all labor,

services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit A (Scope of Work) and Exhibit B (Specifications and Drawings) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in Article VI of this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

- D. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor's failure to do so.

ARTICLE II CONTRACT AMOUNT

- A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of **Five hundred ninety-five thousand, three hundred twenty-four and 45/100 Dollars (\$595,324.45)**. This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."
- B. Payment at the respective unit prices set forth in Exhibit E shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the unit prices set forth in Exhibit E. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the unit prices set forth in Exhibit E. All Work not specifically set forth in Exhibit E as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the prices set forth in Exhibit E.
- C. City represents that it is exempt from Missouri state sales and use taxes on material and equipment to be incorporated into the Work. City shall provide Contractor a Project Exemption Certificate that complies with Missouri law.

ARTICLE III
PROGRESS OF WORK/SUBMITTALS

- A. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.
- B. Contractor shall achieve completion of all work, including punch list items, not later than **November 1, 2026**, as indicated in the Notice to Proceed, for commencement of performance of the work. If the Contractor fails to achieve final completion of all the Work by **November 1, 2026**, Contractor shall pay the City \$600, as liquidated damages and not as penalty, for each day after **November 1, 2026**, until final completion of all the work is achieved. All work shall be completed within the temperature requirements stated in the specification. In addition, all base repair and curb replacement on all streets outside of CE King Street shall be completed by **July 1, 2026**.
- C. Recovery of liquidated damages is not the City's exclusive remedy for Contractor's failure to achieve substantial or final completion in accordance with this Agreement. Specifically, but without limitation, City may exercise its rights under Paragraph F below, Article V Paragraph I of this Agreement, and Article XIII of this Agreement under all circumstances described in Paragraph F, Article V Paragraph I, and Article XIII, including but not limited to Contractor's failure to achieve substantial or final completion in accordance with Paragraph B above.
- D. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall, upon commencement of construction, work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph D does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather. Contractor shall give City at least 48 hour's notice if intending to work on Saturday, Sunday, holidays, or days of impending inclement weather.
- E. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City's written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each application for payment under Article V of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits current under the Contract Documents.
- F. If City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, City may, in City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

- G. Contractor shall submit to City for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Review and approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review and approval by City any shop drawings, samples, product data, manufacturer's literature, or similar submittals as may reasonably be requested by City. Contractor shall perform all Work strictly in accordance with approved submittals. City's approval does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the approved submittals.
- H. As used in Paragraph B above, and elsewhere throughout the Contract Documents, "day" means calendar day, unless it is specifically and expressly defined otherwise.

**ARTICLE IV
CONTRACT DOCUMENTS**

- A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, form the entire agreement between City and Contractor, and are the Contract Documents:
1. This AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR.
 2. SCOPE OF WORK (Exhibit A to this Agreement).
 3. The SPECIFICATIONS and DRAWINGS referred to in Exhibit B to this Agreement.
 4. PERFORMANCE BOND (Exhibit C to this Agreement).
 5. PAYMENT BOND (Exhibit D to this Agreement).
 6. BID FORM (Exhibit E to this Agreement).
- B. Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

**ARTICLE V
PAYMENTS**

- A. Before submitting its first application for payment, Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each application for payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.
- B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an application for payment, in form acceptable to City, to the City representative designated in Article XII. In addition to the amount of payment requested in the application for payment, each application shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such subcontractor and supplier. An application shall not include a request for payment for any portion of the Work that was performed or furnished by a subcontractor or supplier if Contractor does not intend to pay such subcontractor or supplier from such payment. Contractor shall include with each application all supporting documentation that City may require. City shall pay Contractor within 30 days of delivery of Contractor's application and all supporting documentation to City's designated representative, provided all Work and documentation are acceptable to City. Within 15 days of its receipt of payment from City, Contractor shall pay all subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.
- C. All payments under this Agreement shall be made only upon the approval of Manager. Manager shall review each application for payment and certify for payment such amounts as Manager determines are due Contractor. From the total amount certified, Manager shall withhold five percent as retainage until Substantial Completion of all the Work, as defined in Paragraph F below. The Finance Director, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds available for Contractor under Ordinance No. ____.
- D. Neither Manager's certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.
- E. With each application, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each subcontractor or supplier performing any Work, before making any payment to Contractor. The subcontractor's and supplier's receipts and

releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for work performed or materials supplied included on any previous payment application to City from Contractor have been satisfied and that the subcontractor or supplier waives and releases any and all claims or rights in connection therewith.

- F. Contractor's retainage shall not be released until Contractor notifies City's designated representative in writing, and Manager certifies, that all the Work is substantially complete. The Work shall not be deemed substantially complete until all specific requirements stated in the Contract Documents for achievement of substantial completion of all the Work have been satisfied and Manager determines that all the Work is sufficiently complete in accordance with the Contract Documents so that City can occupy and utilize all the Work for its intended use. Retainage shall be paid to Contractor within 30 days of Manager's certification that all the Work is substantially complete. If there are minor items remaining to be completed after substantial completion, an amount equal to 150% of the value of each item, as determined by Manager, shall be withheld until such items are completed.
- G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Manager issues his or her certificate to that effect. City, within 30 days after the delivery of Manager's certificate, shall pay Contractor all remaining funds that Contractor is due under this Agreement.
- H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its application for final payment as claimed by Contractor. All claims not identified in the application for final payment are waived.
- I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
 - 1. Unsatisfactory job progress,
 - 2. Defective Work not remedied,
 - 3. Failure to make payments to subcontractors or suppliers,
 - 4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
 - 5. Uncured damage by Contractor or subcontractors or suppliers to property of City or others,
 - 6. Contractor's uncured breach of this Agreement or other Contract Documents, or
 - 7. Contractor's failure to provide requested documentation.
- J. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

**ARTICLE VI
CHANGES/CLAIMS**

- A. Manager, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order from Manager. No oral direction or order, and no written order from anyone other than Manager, shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from Manager, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.
- B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:
1. If the Work involved is covered by unit prices set forth in Exhibit E, by application of such unit prices to the quantities of the items involved; or
 2. If the Work involved is not covered by unit prices set forth in Exhibit E, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change; or
 3. If the Work involved is not covered by unit prices set forth in Exhibit E and agreement to a lump sum is not reached, the change shall be performed on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of a net increase in the cost of Contractor's performance, a reasonable allowance on the net increase for overhead and profit, subject to the following:

Contractor shall keep and present, in such form as City may prescribe, an itemized accounting of expenditures and savings together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs shall be limited to the following: costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance; costs of materials, supplies, and equipment, including cost of transportation; rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others; costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and additional costs of supervision and field office personnel directly attributable to the change.
- C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

- D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.
- E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.
- F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, unavoidable casualty, or other similar cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.
- G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within seven days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the seven-day period, it shall be deemed waived.
- H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

**ARTICLE VII
INSURANCE**

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall have not less than the following limits:

- a. Each occurrence \$2,000,000.00
- b. Personal/advertising injury \$2,000,000.00
- c. General aggregate \$2,000,000.00
- d. Products/completed operations aggregate \$2,000,000.00
- e. The following coverage shall be included:
 - Blanket contractual liability
 - Products/completed operations
 - Personal/advertising injury
 - Broad form property damage
 - Independent contractors
 - Explosion, Collapse, and Underground Damage

2. **AUTOMOBILE LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$2,000,000.00 or each accident.

3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:

- a. Workers' Compensation: Statutory
- b. Employer's Liability:
 - Each accident \$500,000.00
 - Disease – each employee \$500,000.00
 - Disease – policy limit \$500,000.00

- B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "B+XI" in Best's Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by work included in the products/completed operations hazard.
- C. All policies and certificates of insurance shall provide no less than 30 days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article VII. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven days before Contractor first performs any of the Work. All policies except Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.
- D. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.
- E. If any part of the Work is subcontracted, each subcontractor, or Contractor on behalf of the subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article VII. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article VII shall be delivered to City's designated representative not less than seven days before the subcontractor first performs any of the Work.

**ARTICLE VIII
INDEMNITY**

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent acts or omissions of Contractor, a subcontractor or supplier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Paragraph.
- B. In claims against any person or entity indemnified under the preceding Paragraph A by an employee of Contractor, a subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation under Paragraph A shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE IX
PATENT LIABILITY**

Contractor shall pay all royalties and license fees. Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold City, its officers, employees, and agents harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in the Drawings, Specifications, or other documents prepared by City or anyone acting under City's direction. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, Contractor shall be responsible for such loss unless such information is promptly furnished to City.

**ARTICLE X
COVENANT AGAINST UNDUE INFLUENCE**

- A. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. Contractor warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition, issue or take any action with respect to this Agreement. Contractor shall allow a certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article X.

**ARTICLE XI
RECORDS REGARDING PAYMENT**

For at least two years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all applications for payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that City was billed at appropriate times for proper percentages of completion and for payments to subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include, but are not limited to, all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

**ARTICLE XII
NOTICES**

- A. The following persons are designated by the respective parties to act on behalf of such party and to receive all written notices and Payment Applications:

For City:

Melinda Mehaffy, City Manager
City of Excelsior Springs, MO
201 E. Broadway
Excelsior Springs, MO 64024

For Contractor:

Amino Brothers Company, Inc.
8110 Kaw Drive
Kansas City, KS 66111

- B. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been given when it is received at the address stated above for the addressee or at such other address as the addressee may furnish the other party.
- C. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

**ARTICLE XIII
DEFAULT**

- A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, or (4) abandonment by Contractor of all or any part of the Work, Contractor shall be in default, and if the default is not corrected to City's satisfaction within 72 hours of Contractor's receipt of written notice to correct from City, City may, in addition to any other right or remedy City may have, furnish any necessary labor, supervision, materials, tools, equipment, services, or other items through City or others, to correct the default, at Contractor's expense, or terminate Contractor's right to proceed with performance of any part or all of the Work and take over and complete the performance of such Work, through City or others, at Contractor's expense.

- B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, enroute to the site, or in storage or being manufactured or fabricated for the Project away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees, all without any liability to Contractor.
- C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.
- D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.
- E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

ARTICLE XIV
TERMINATION FOR CITY'S CONVENIENCE

City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article XIV.

**ARTICLE XV
COMPLIANCE WITH LAWS**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- B. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Specifically, but without limitation:
1. Not less than the prevailing hourly rate of wages, as set out in Exhibit F to this Agreement, shall be paid to all workers performing any of the Work.
 2. Contractor shall forfeit a penalty to City of \$100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for performing any of the Work by Contractor or any subcontractor.
 3. With each application for payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the application for payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each subcontractor of any tier that employed any workers in connection with the Work during the period covered by the application for payment.
 4. Final payment to Contractor shall not be made until Contractor and each subcontractor have submitted to City an affidavit, in form acceptable to City, stating that Contractor or subcontractor has fully complied with the provisions and requirements of the Missouri prevailing wage law, Sections 290.210 through 290.340, RSMo.
 5. Contractor and each subcontractor shall require each on-site employee to complete the ten-hour safety program required under Section 292.675, RSMo, within 60 days of beginning any of the Work on the Project, if he or she has not previously completed the program or does not have documentation of having done so. Contractor shall forfeit a penalty to City of \$2,500 plus \$150 for each on-site employee employed by Contractor or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- C. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

ARTICLE XVI
SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

- A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order for more than \$15,000.00 to any person or entity for any or all of the Work. Contractor shall notify Manager in writing of each proposed subcontract and purchase order for more than \$15,000.00. If City does not notify Contractor in writing within 96 hours after City's receipt of notice of a proposed subcontract or purchase order that City does not consent or needs more time or information in order to consider the proposed subcontract or purchase order, City will be deemed to consent. If City consents or is deemed to consent to a subcontract or purchase order, Contractor shall not later issue a subcontract or purchase order to a different subcontractor or supplier for some or all of the Work covered by the original subcontract or purchase order without obtaining City's further prior written consent. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, subcontractor, or vendor.
- B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.
- C. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City and is further assignable by City to another contractor or other entity. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

ARTICLE XVII
ACCESS TO SITE/CLEANING UP

- A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.
- B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by City or another person or entity with respect to the Work.

- C. Contractor shall at all times during performance of the Work keep the Project site clean and free from debris resulting from the Work. Before discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within 24 hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

**ARTICLE XVIII
CONTRACTOR QUALIFICATIONS**

Contractor warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

**ARTICLE XIX
CONTRACTOR PERFORMANCE/WARRANTY**

- A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices.
- B. Contractor warrants that the Work will conform to the requirements of the Contract Documents and be free from defects.
- C. In addition to Contractor's obligations under Paragraph B above, if, within one year after final completion of all of the Work, any Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from City to do so.
- D. Nothing in Paragraph C above establishes a period of limitations applicable to other obligations of Contractor under the Contract Documents, including but not limited to Contractor's obligations under Paragraph B above. The one-year period referred to in Paragraph C above applies only to the specific obligation to correct the Work stated in Paragraph C.

**ARTICLE XX
STORAGE OF MATERIALS AND EQUIPMENT**

Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

**ARTICLE XXI
SAFETY**

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on- site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss.
- C. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both, at Contractor's sole cost. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount.

**ARTICLE XXII
INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor nor any subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

**ARTICLE XXIII
CONFLICT**

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

**ARTICLE XXIV
BONDS**

Before commencing any Work, Contractor shall obtain from a recognized surety acceptable to Manager, a performance bond and a payment bond, in the forms at Exhibits C and D to this Agreement. The surety must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri. Each such bond shall be for the full Contract Amount. The premium for these bonds is included in the Contract Amount.

**ARTICLE XXV
SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Article XXV, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain in effect as written in any circumstances other than those in which the provision is held to be unenforceable.

**ARTICLE XXVII
DISPUTES/ATTORNEY FEES**

- A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation. Unless City and Contractor agree otherwise, the mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Rules.
- B. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXVIII
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and do not define or limit any of the provisions of any of the Articles.

**ARTICLE XXIX
ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VI of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

CITY OF EXCELSIOR SPRINGS

Attested:

By: _____
MAYOR

City Clerk

Amino Brothers Company, Inc.

(Contractor Name)

By: _____
(Signature)

(Print Name)

Title

EXHIBIT A
SCOPE OF WORK

Contractor shall perform the following Work:

Street reconstruction of CE King Street from Rhonda Road to US 69, and finishing up the base repairs and curb replacement in a neighborhood ahead of their chip seal and UBAS surface treatments.

(To be filled in after City determines which alternates, if any, are accepted)

EXHIBIT B
SPECIFICATIONS AND DRAWINGS

The following Specifications and Drawings govern the Contractor’s performance of the Work:

Project Manual: 2026 Street Maintenance – Curb, Base, and Pavement Rehab, Excelsior Springs, MO.

Drawings:

<u>INDEX OF SHEETS</u>	
<u>SHEET</u>	<u>TITLE</u>
01	COVER SHEET
02	GENERAL NOTES, LEGEND, AND QUANTITIES SHEET
03	RECONSTRUCTION PLAN/PROFILE SHEET 1
04	RECONSTRUCTION PLAN/PROFILE SHEET 2
05	RECONSTRUCTION PLAN/PROFILE SHEET 3
06	CURB AND GUTTER/VALLEY GUTTER
07	MAP AND TOTALS
08-10	DETAIL SHEETS

EXHIBIT C – PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS, MISSOURI, AND CONTRACTOR, dated _____, 2026, designated Ordinance No. ____, in every particular, **Amino Brothers Company, Inc.**, as Principal, and _____, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto the CITY OF EXCELSIOR SPRINGS, in the penal sum of **\$595,324.45** lawful money of the United States, conditioned that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its obligations and duties pursuant to the terms of the Contract Documents, including, without limitation, all warranty obligations and duties and including those under which Principal agrees to pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work in the locality as determined by the Department of Labor and Industrial Relations of Missouri or by final judicial determination pursuant to the provisions of Sections 290.210 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, then this obligation to be void, otherwise to remain in full force and effect. No change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect Surety's obligation on this Bond, and Surety waives notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work.

Amino Brothers Company, Inc.
PRINCIPAL

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

SURETY

By: _____
(Signature)

Printed Name: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED

EXHIBIT D – PAYMENT BOND

Amino Brothers Company, Inc. and the CITY OF EXCELSIOR SPRINGS, MISSOURI, have entered into an Agreement dated _____, 2026, designated Ordinance No. _____.

Amino Brothers Company, Inc., as Principal, and _____, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto the City of Excelsior Springs, in the penal sum of **\$595,324.45** lawful money of the United States, conditioned that in the event Principal shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work required by the Contract Documents described in the Agreement in the locality as determined by the Department of Labor and Industrial Relations of Missouri or by final judicial determination pursuant to the provisions of Sections 290.010 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, and shall timely pay to the proper parties all amounts due for material, machinery, equipment and tools, consumed or used in connection with the construction of such Work, all premiums for insurance required by the Contract Documents, and all labor performed in such Work, whether by Principal, subcontractor, or otherwise, then this obligation to be void, otherwise to remain in full force and effect, and the same may be sued on at the instance of any subcontractor, material supplier, laborer, mechanic, or other interested party, in the name of the City of Excelsior Springs, to the use of such parties, for any breach of the considerations hereof. No change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any wise affect Surety's obligation on this Bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

Amino Brothers Company, Inc. _____
PRINCIPAL

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

SURETY

By: _____
(Signature)

Printed Name: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED

Community Development Department Planning & Zoning



April 1, 2026

To: Mayor and City Council
City of Excelsior Springs

Re: Approval of off-premise directional and identification signage for the Excelsior Springs Farmers Market

The Excelsior Springs Farmers Market has approached City Staff concerning signage off-premise signage for their weekly events. The type of signs proposed by the Farmers Market are not permitted by the City's Sign Code. As such, the sign permit cannot be approved by City staff.

Although the proposed signage cannot be approved by staff, section 403.120(E) of the Sign Regulations states that:

“Public agencies and not-for-profit institutions may apply for City Council review and approval of identification, event scheduling and similar signage not covered elsewhere in these regulations. Approval of such signage, under conditions and limitations deemed to be in the public interest, is at the sole discretion of the City Council.”

With this provision in mind, the Farmers Market has elected to seek the approval of the City Council for the proposed signage. A letter signed by Tammy Murphy, the Market Manager, has been submitted requesting Council approval.

City staff have prepared a resolution for your consideration, which approves the Farmers Market signage with certain conditions in accordance with section 403.120(E) of the City's Sign Regulations. The conditions of approval proposed by staff are to ensure that the proposed signage is maintained in good condition, installed according to the sign code, and does not alter the character of the neighborhood, among other similar concerns.

Please contact me if you have any questions, concerns, or comments regarding the resolution or the proposed signage.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Garrett", with a long horizontal flourish extending to the right.

Joshua Garrett, MPA

Planner

City of Excelsior Springs

Attachments:

Draft Resolution

Letter from Farmers Market

Project Plan

RESOLUTION NO. 1653

A RESOLUTION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, APPROVING OFF-PREMISE DIRECTIONAL SIGNAGE FOR THE EXCELSIOR SPRINGS FARMERS MARKET

WHEREAS, the Excelsior Springs Farmers Market operates every Wednesday from June to October in the parking lot of the Clay-Ray Veterans Association from 4:00PM to 7:00PM; and

WHEREAS, to promote the farmer's market and to provide wayfinding support, the Farmers Market Committee of the Excelsior Springs Chamber of Commerce (Farmers Market) has approached City Staff concerning the regulations regarding off-premise and directional signage; however, these sign types do not conform to the City's adopted sign regulations; and

WHEREAS, the sign regulations, specifically section 403.120(E), permits the City Council to review and approve signage for public and non-profit organizations where the sign is for identification, event scheduling, and similar signage; and

WHEREAS, the Farmers Market Committee has submitted a letter requesting that the Mayor and City Council approve the proposed signage in accordance with Section 403.120(E) of the City's sign regulations; and

WHEREAS, the request includes additional information concerning the location, material, and method of construction of the proposed signs; and

WHEREAS, the City Council finds that the proposed signage serves the public interest by promoting the Farmers Market and by providing wayfinding and directional signage that will benefit the local economy of Excelsior Springs.

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

Section 1. Approval. The proposed off-premise directional signage for the Excelsior Springs Farmers Market are hereby approved, with conditions further outlined in the resolution.

Section 2. Building Permits. The Farmers Market must submit a sign permit application and receive approval from the Community Development Department prior to the installation of the proposed signage.

Section 3. Size. The sign face must not exceed an area of 32 square feet, with a maximum height of four (4) feet and a maximum length of eight (8) feet. The maximum total sign height shall be no greater than six (6) feet.

Section 4. Location. With the approval of the subject property owners, the proposed signs may be installed on the premises of the following property:

1650 Rainbow Boulevard, Excelsior Springs, Missouri, 64024, owned by First United Methodist Church of Excelsior Springs, Missouri

City Block 146, Excelsior Springs, Missouri, 64024, owned by Clay-Ray Veterans Association

810 Isley Boulevard, Excelsior Springs, Missouri, 64024, owned by the City of Excelsior Springs

Section 5. Installation. The signs must be permanently installed into the ground in accordance with all applicable municipal regulations regarding permanent signage.

Section 6. Setbacks. When installed, the signs shall be no closer than five (5) feet from an adjacent right-of-way or property line.

Section 7. Landscaping. Landscaping must be installed around the base of each sign. Such landscaping may consist of shrubs, perennial/annual flowers, and groundcover. The required landscape area must be a minimum of three feet in width on all sides of the sign base.

Section 8. Maintenance. The sign must be maintained and kept in such a condition that complies with section 403.120(A) of the City's sign regulations. If the sign is damaged or falls into disrepair, it must be repaired or removed.

Section 9. Revocation. If the Farmers Market fails to adhere to any of the conditions of approval outlined by this resolution, this approval may be revoked by resolution of the City Council.

Section 10. Implementation. The City Manager and other appropriate City officials are hereby authorized to take all actions necessary to implement and administer the terms and conditions of this Resolution.

Section 11. Effective Date. This resolution shall be in full force and effect from and after its passage and approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Excelsior Springs, Missouri, this 6th day of April, 2026.

Mark D. Spohn, Mayor

ATTEST:

REVIEWED BY:

Shannon Stroud, City Clerk

Molly McGovern, City Manager

Excelsior Springs Farmers Market

Tammy Murphy, Market Manager
Excelsior Springs, Missouri

March 25, 2026

Mayor Mark Spohn
Excelsior Springs City Council
City of Excelsior Springs
201 E. Broadway
Excelsior Springs, MO 64024



Dear Mayor Spohn and Members of the City Council,

On behalf of the Excelsior Springs Farmers Market, I respectfully request consideration to allow the placement of permanent directional signage before the upcoming market season, which runs June through October.

The market is seeking approval to place signs in the following locations:

- Property of First United Methodist Church
- Vacant city lots located along Isley Boulevard, with agreement between the City and the Farmers Market regarding placement
- Property of the Clay-Ray Veterans Association

The proposed signage would consist of a painted wooden frame with sheathing covered with a High Density Polyethylene banner made specifically for this type of project and printed by K Box designs. Each sign would be permanent and supported by a base inserted into the ground. The ESSD Career Center has offered to construct the signs.

The Excelsior Springs Farmers Market continues to serve as a valued community event, bringing residents together weekly to enjoy fresh, healthy locally grown foods and handcrafted artisan goods. While we regularly promote the market through flyers and social media—where we have over 2,000 Facebook followers—many residents still mention they were unaware that our community has a farmers market.

Directional signage would greatly improve awareness and help connect more residents and visitors with the market. In addition to providing access to healthy foods, the market supports local growers, bakers, and artisans, ensuring that valuable sales dollars are returned directly back into our local community.

Thank you for your consideration and for your continued support of programs that strengthen the Excelsior Springs community. I would be happy to provide additional information if needed.

Sincerely,

Tammy Murphy
Market Manager
Excelsior Springs Farmers Market



ES FARMERS MARKET



**Excelsior Springs Farmers Market
Signage Improvement Project**

Prepared by

Klorissa Box

Strategic Brand & Systems Designer

K.Box Designs

Strategically Built. Intentionally Designed.

PROJECT FEEDBACK



CITY FEEDBACK SUMMARY

Based on review from the City, feedback emphasized the need to **simplify the design for roadway visibility, reduce visual clutter, and prioritize essential information** so the sign can be read quickly and safely by passing drivers. Additional guidance included **increasing the scale and readability of key details and removing sponsor logos to maintain a clear distinction between wayfinding and advertising** while preserving the character of the surrounding areas. The revised design needs to directly respond to this feedback by **simplifying the layout, strengthening visual hierarchy, focusing on quick recognition, and emphasizing only the most important information**, resulting in a solution that aligns with both City requirements and established signage best practices.

K.BOX DESIGNS FEEDBACK SUMMARY

From a signage and marketing standpoint, there are several key considerations that impact both effectiveness and compliance. **Roadside signage is typically viewed for only 2–3 seconds.** Designs with excessive text or multiple competing elements can reduce readability and increase cognitive load for drivers. This requires prioritizing **a single clear message, using large, legible typography, and limiting content to what can be quickly understood at a glance.** In today's digital environment, **signage primarily serves as an awareness tool, where viewers recognize the event and then seek additional details online** rather than relying on the sign for complete information. Refining the layout to **reduce visual complexity, strengthen hierarchy, maintain a strong brand identity, and focus on essential information** improves both safety and overall effectiveness.



COMPLIANCE & BEST PRACTICES

Compliance & Design Standards

This design has been developed in alignment with recognized signage and wayfinding standards, including:

United States Sign Council (USSC)

- 1 inch letter height ≈ 30 feet readability
- Smallest text on this sign is approximately 4.3 inches
→ readable from 120+ feet

Federal Highway Administration (FHWA)

- Designed for quick recognition within 2–3 seconds
- Simplified layout reduces driver distraction
- Prioritizes essential information only

Sign Research Foundation (SRF)

- Reduced cognitive load through minimal text
- Strong hierarchy improves message retention
- Recognition-based design supports real-world behavior



The initial sign concept was developed to reflect the full scope of elements requested by the Farmers Market board, with the understanding that it would be refined based on City feedback and signage requirements.

Now that we have reviewed that version together and received City input, this revised concept reflects a more focused direction guided by established signage standards and my experience designing for visibility and readability in real-world conditions.

This stage of the process is where I step in to refine the design using that expertise, simplifying the layout and prioritizing the information that will be most effective for drivers.

The intent with this version is to move the design into the final stages of approval with a layout that is:

- clear and easy to read at speed
- aligned with roadway safety considerations
- visually consistent with the Farmers Market brand
- effective in communicating the primary message

This approach balances compliance with modern signage and marketing practices to ensure the sign is both functional and impactful.

REFINED SIGN DESIGN



RAY-CLAY VETERANS HALL

Using a recognizable location name instead of a full address improves readability and effectiveness. Drivers typically have only 2–3 seconds to process a sign, with best practice recommending 3–5 words (6–8 maximum). This design is already past that limit, so adding a full address would reduce legibility. A known location name allows those familiar with the area to recognize it instantly, while others can easily search it afterward for full details.

WED 4-7 • JUN-OCT

Abbreviated day, time, and seasonal formatting improves readability and reduces the time required for viewers to process information. Drivers typically have only a few seconds to read signage, so using “WED 4-7 • JUN-OCT” allows them to quickly understand when the event takes place without unnecessary visual clutter. The omission of “PM” is intentional, as most events do not occur from 4–7 AM, and viewers will naturally interpret this as an evening timeframe. This shortened format supports faster recognition and reduces cognitive load, which is especially important for roadside signage viewed at speed.



SNAP & DUFEB Icons

Government agencies, including the USDA, strongly encourage and in some cases require the inclusion of SNAP and Double Up Food Bucks (DUFEB) logos and signage to promote program awareness and improve access to healthy food. Including these icons helps communicate that the Farmers Market is accessible and welcoming to a broader portion of the community while maintaining a simple, recognizable visual element.

Color System



The color palette is high contrast, making it easy to read from a distance and under varying lighting conditions. It remains consistent with the Farmers Market’s existing branding across yard signs and social media, reinforcing recognition and visual consistency across platforms.

Font System

The fonts used match the existing Farmers Market branding. Maintaining consistent typography strengthens brand recognition and creates a cohesive visual identity across signage, social media, and other materials. The selected fonts are bold, clean, and highly legible, making them effective for roadside viewing without unnecessary stylistic complexity.

Graphic Elements

The graphic uses recognizable elements from the existing brand rather than placing the full logo on the sign. The original logo contains multiple details and text elements that would reduce clarity at large scale and viewing speed. By simplifying the visual into key recognizable components, the design maintains brand identity while reducing visual clutter and improving readability.

**Community Development Department
Planning & Zoning**



April 1, 2026

To: Mayor and City Council
City of Excelsior Springs

Re: Planning and Zoning Case No. RZ-26-001 – Zoning Map Amendment

On March 30, 2026 the Planning and Zoning Commission held a public hearing for a proposed zoning map amendment (rezoning) for the entirety of the Marocco Estates subdivision from R-2 (Two-Family Residential) to R-3 (Cluster, Townhouse, or Garden Type Residential). City staff presented a report on the proposed amendment and fielded questions from the Commission. The applicant was present and able to provide some additional information regarding the request and answer the Commission's questions. Following the applicant's comments, several property owners and residents from the neighboring subdivision, Stone Crossing, spoke to voice their concerns and opposition to the amendment. After some discussion on the matter, the Commission voted 4-0 in favor of recommending approval of the proposed Zoning Map Amendment.

An ordinance has been prepared and is attached, along with supporting documents, for your consideration.

Please contact me if you have any questions, concerns, or comments regarding the proposed zoning text amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Garrett".

Joshua Garrett, MPA

Planner

City of Excelsior Springs

Attachments:

Draft Ordinance

Staff Report

ORDINANCE NO. 26-04-03

AN ORDINANCE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AUTHORIZING AND ADOPTING A ZONING MAP AMENDMENT FOR THE MAROCCO ESTATES SUBDIVISION, IN ITS ENTIRETY, REZONING THE SUBDIVISION FROM DISTRICT R-2 (TWO-FAMILY RESIDENTIAL) TO DISTRICT R-3 (CLUSTER, TOWNHOUSE, OR GARDEN APARTMENT)

WHEREAS, in accordance with the process outlined in Chapter 404 of the City's Code of Ordinances, Robert McLaughlin submitted to the Community Development Department an application to amend the zoning map for the Marocco Estates subdivision, in its entirety, rezoning the subject properties from "R-2" (Single-Family Residential) to "R-3" (Cluster, Townhouse, and Garden Apartments); and

WHEREAS, City staff completed a review of the application and found the proposed R-3 rezoning aligns with the long-term planning goals of the area, as outlined in the City's Comprehensive Plan and has recommended approval of the application; and

WHEREAS, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on March 30, 2026, to consider the proposed zoning map amendment; and

WHEREAS, the Planning and Zoning Commission, following said public hearing, recommended approval of the proposed amendment to the City Council by a vote of 4-0 ; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on April 6, 2026 to consider the proposed zoning map amendment and the recommendation of the Planning and Zoning Commission; and

WHEREAS, the City Council finds that the proposed zoning map amendment is consistent with the vision for the "Contemporary Neighborhood Enclave" place type as established in the City's Comprehensive Plan, which encourages the townhomes, small apartments, and apartment complexes as supporting uses compatible with single-family homes and civic land-uses as the primary land use of the area surrounding the subject properties.

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

Section 1. Zoning Map Amendment. The Official Zoning Map of the City of Excelsior Springs, Missouri, is hereby amended by changing the zoning classification of all properties within the Morocco Estates subdivision, and more specifically described as:

All of Lots 1 through 16 and Tract A of Marocco Estates, a subdivision of land in the City of Excelsior Springs, Clay County, Missouri.

from District "R-2" (Two-Family Residential) to District "R-3" (Cluster, Townhouse, and Garden Apartments).

Section 2. Errors. That correction of any scrivener's errors identified within these articles is hereby authorized by this ordinance.

Section 3. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Excelsior Springs, Missouri, this 6th day of April, 2026.

Mark D. Spohn, Mayor

ATTEST:

REVIEWED BY:

Shannon Stroud, City Clerk

Melinda Mehaffy, City Manager

Community Development Department Planning & Zoning



March 30, 2026

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. RZ-26-001 – Zoning Map Amendment

Proposal Summary:

An application by Robert McLaughlin to rezone the properties within the Marocco Estates subdivision from an R-2 (Two-Family Residential) district to R-3 (Cluster, Townhouse, or Garden Type Residential) district. *(Public Hearing)*

General Information:

Applicant/Owner: Robert (Rocky) McLaughlin, Marocco Estates, LLC
Address: East of Stone Crossing Subdivision
Current Zoning: R-2 (Two-Family Residential District)
Current Land Use: Vacant/Undeveloped

Surrounding Zoning & Land Use: North: R-2, Large lot single-family homes
East: M-2, Concrete plant
South: A, Vacant/cemetery
West: R-1, Single-family homes

Background:

The subject properties, along with the Clacton Estates development that lies directly north of the subject properties, were initially part of the same proposed residential development. As such, both areas were rezoned in 2020 from R-1 (Single-Family Residential) to the current designation of R-2 (Two-Family Residential). The southern part of that proposed development was acquired by the applicant and platted as “Marocco Estates” in 2022. The staff report for the final plat application indicates, that intention of the applicant at that time was to build sixteen duplexes, each on their own lot.

Following the platting of the property, the applicant constructed a street, Thomas Court, and installed the necessary public infrastructure required for residential development projects. These assets have been accepted by the City. The subject properties are ready for construction.

The applicant has indicated that with the rising cost of construction materials, that building duplexes on these lots is no longer a financially viable option. As such, the applicant would like to build multi-plex townhomes on the property, with no more than 4 units on any one lot. This requires that the properties be rezoned to R-3 (Cluster, Townhouse or Garden Type Residential District). The proposed development would occur over three phases, each paying for the next. Upon completion of the project, 60 to 64 units would occupy the existing 16 lots.

Public Infrastructure:

Streets: The entrance to the subdivision is accessed via Kearney Road. Fifteen of the sixteen lots have their frontage along Thomas Court, which terminates in a cul-de-sac. Lot 16 of Marocoo Estates is the only lot of the subdivision with the primary access being from Kearney Road. Both Thomas Court and Kearney Road have adequate capacity to support the development. A gate has been installed by the applicant across Thomas Court, which must be removed immediately, as Thomas Court is a public street within the dedicated public right-of-way.

Public Water: The site is served by an existing six-inch water main which runs long the west side of Thomas Court, providing adequate water flow and pressure to support the development.

Sanitary Sewer: The site is served by an existing sanitary eight-inch sewer main along and under Thomas Court. Two lateral lines per lot were installed up to the property boundaries to serve the previously proposed duplexes. City staff in the Public Works Department have indicated that the existing service and lateral lines will be sufficient for the additional proposed units.

Stormwater Management: Along with the street construction, four stormwater inlets were installed along Thomas Court. These inlets drain to the stormwater detention basin that lies in the northwest corner of the subdivision. A stormwater facilities covenant has been recorded at the Clay County Recorder of Deed's office to ensure the ongoing maintenance of the shared stormwater facilities.

Street Lights: Street Lights have been installed along Thomas Court in accordance with Section 406.060 of the Municipal Code, which requires developers to provide certain public improvements for subdivisions with dedicated public right-of-way.

Comprehensive Plan:

The new Comprehensive Plan, Embrace the Current, places this development into the “Contemporary Neighborhood Enclave” place type. The design and use guides for this place type encourage a mix of single-family and small-scale attached housing and calls for a variety of housing types to meet diverse needs and price points. Townhomes are a compatible supporting use for this place type.

The proposed zoning map amendment and the subsequent development, supports Strategy 3.3 in the Action Plan, which is to “build and sustain housing that is attuned to lifestyle preferences and shifts, as well as differences in age and income.” Townhomes offer an attractive option between apartments and traditional single-family homes for families, working professionals, and seniors, among others.

Staff Analysis:

The site is currently ready to be developed. The developer has installed streets, public infrastructure, and utilities. The final step is building. Ideally, the project would be completed as originally proposed by the developer and approved by the City Council. However, the developer has indicated that he feels that developing the property as duplexes is not in his financial interest. As such, staff recognizes that an alternative development is better than sixteen vacant lots. The applicant has indicated that rezoning the subject property to R-3 would facilitate the development of the property by permitting denser housing options that will accommodate the developer’s financial investment in the property.

If the proposed map amendment is approved, any future development of the property is subject to the site plan review process outlined in Section 400.225 of the Zoning Code. At this time, said plan review would be both administratively reviewed and approved and would not need further City Council approval. Staff will review the future development plans to ensure they comply with the City’s zoning requirements including screening, landscaping, parking, stormwater, and other regulations of the zoning code.

City staff feels the application generally conforms to the vision established in the Comprehensive Plan.

Staff Recommendation:

City staff recommends approval of the rezoning application.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Garrett", written in a cursive style.

Joshua Garrett, MPA

Planner

City of Excelsior Springs

Attachments:

Exhibit A – Application

Exhibit B – Area Notice Map

Exhibit C – Current Zoning Map

Exhibit D – Resolution

Exhibit E – Draft Ordinance

**Community Development Department
Planning & Zoning**



April 1, 2026

To: Mayor and City Council
City of Excelsior Springs

Re: Planning and Zoning Case No. RZ-26-002 – Zoning Map Amendment

On March 30, 2026 the Planning and Zoning Commission held a public hearing for a proposed zoning map amendment (rezoning) for the property at 101 W Excelsior Street from C-2 (General Commercial) to R-3 (Cluster, Townhouse, or Garden Type Residential). City staff presented a report on the proposed amendment and fielded questions from the Commission. The applicant was present and able to provide some additional information regarding the request and answer the Commission's questions. Following discussion on the matter, the Commission voted 4-0 in favor of recommending approval of the proposed Zoning Map Amendment.

An ordinance has been prepared and is attached, along with supporting documents, for your consideration.

Please contact me if you have any questions, concerns, or comments regarding the proposed zoning text amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Garrett".

Joshua Garrett, MPA

Planner

City of Excelsior Springs

Attachments:

Draft Ordinance

Staff Report

ORDINANCE NO. 26-04-04

AN ORDINANCE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AUTHORIZING AND ADOPTING A ZONING MAP AMENDMENT FOR THE PROPERTY LOCATED AT 101 W EXCELSIOR STREET, REZONING THE PROEPRTY FROM DISTRICT C-2 (GENERAL BUSINESS) TO DISTRICT R-3 (CLUSTER, TOWNHOUSE, OR GARDEN APARTMENT)

WHEREAS, in accordance with the process outlined in Chapter 404 of the City's Code of Ordinances, Daniel Gualtieri with Gualtieri Holdings, LLC submitted to the Community Development Department an application to amend the zoning map for the property located at 101 W Excelsior Street, rezoning the subject properties from "C-2" (General Business) to "R-3" (Cluster, Townhouse, and Garden Apartments); and

WHEREAS, City staff completed a review of the application and found the proposed R-3 rezoning aligns with the long-term planning goals of the area, as outlined in the City's Comprehensive Plan and has recommended approval of the application; and

WHEREAS, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on March 30, 2026, to consider the proposed zoning map amendment; and

WHEREAS, the Planning and Zoning Commission, following said public hearing, recommended approval of the proposed amendment to the City Council by a vote of 4 -0; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on April 6, 2026 to consider the proposed zoning map amendment and the recommendation of the Planning and Zoning Commission; and

WHEREAS, the City Council finds that the proposed zoning map amendment is consistent with the vision for the "Historic Downtown Center" place type as established in the City's Comprehensive Plan, and encourages the historic preservation of one of the oldest surviving structures in downtown Excelsior Springs.

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

Section 1. Zoning Map Amendment. The Official Zoning Map of the City of Excelsior Springs, Missouri, is hereby amended by changing the zoning classification of the property located at 101 W Excelsior Street, and more specifically described as:

All of Lot 1, Block 5 of the Original Town of Excels Springs, a subdivision of land in the City of Excelsior Springs, Clay County, Missouri.

from District "C-2" (General Business) to District "R-3" (Cluster, Townhouse, and Garden Apartments).

Section 2. Errors. That correction of any scrivener’s errors identified within these articles is hereby authorized by this ordinance.

Section 3. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Excelsior Springs, Missouri, this 6th day of April, 2026.

Mark D. Spohn, Mayor

ATTEST:

REVIEWED BY:

Shannon Stroud, City Clerk

Melinda Mehaffy, City Manager

Community Development Department Planning & Zoning



March 30, 2026

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. RZ-26-002 – Zoning Map Amendment

Proposal Summary:

An application by Gualtieri Holdings, LLC to rezone the property at 101 W Excelsior Street from C-2 (General Business) to R-3 (Cluster, Townhouse, or Garden Apartment). (*Public Hearing*)

General Information:

Applicant/Owner: Daniel Gualtieri, Gualtieri Holdings, LLC
Address: 101 W Excelsior Street
Current Zoning: C-2 (General Business District)
Current Land Use: Vacant/Dangerous Building

Surrounding Zoning & Land Use: North: R-2, Large lot single-family homes
East: M-2, Concrete plant
South: A, Vacant/cemetery
West: R-1, Single-family homes

Background:

The structure that currently sits at 101 W Excelsior Street is a two-story, brick house built in the late 1890s. As early as 1909, the home was divided into two residential units, with separate entrances to each unit. From this point until the mid-1990s the subject property was used as multi-family dwellings. In 1995 the building was declared a dangerous building and has remained vacant since. The building has fallen into severe disrepair.

In 2025, the property was purchased by Daniel Gualtieri with Gualtieri Holdings, LLC. Both before and after purchasing the building, the applicant has worked with City Staff to understand the various processes that will need to be navigated to repair the building

and permit multi-family dwellings once again. The applicant has submitted applications to the Historic Preservation Commission (HPC), Planning and Zoning Commission, and Board of Adjustment (BZA). The HPC approved the applicant's application and scope of work at the February 11th meeting, which includes several exterior alterations such as replacing windows, repainting the exterior, replacing rotted wood, and other repairs.

If the City Council approves the proposed zoning map amendment, the applicant will require several variances to the property. This is because the subject property is unable to meet the base requirements of the zoning ordinance. At staff's suggestion, the applicant has requested an amendment to R-3, rather than R-2, even though the intended land use will be a duplex. This is because a designation of R-3 will permit the intended land use while minimizing the variances needed for the applicant.

Prior to occupancy, the property owner will need to provide City Staff an engineer's report that indicates that the building is no longer a dangerous building and is safe to occupy. At this point, staff will release the building and permit occupancy of the structure.

Comprehensive Plan:

The new Comprehensive Plan, Embrace the Current, places this development into the "Historic Downtown Center" place type. The design and use guides for this place type encourage a retail and other land uses common in downtowns. While the plan does not consider this land use specifically, it calls for preserving the historic character of the City while also prioritizing infill and reuse of property. The property has always been a residential building with a residential land use. Reactivating this property as a duplex helps contribute to the larger goal of downtown revitalization and restoring the downtown's historic character.

The proposed zoning map amendment supports Strategy 3.2 in the Action Plan, which is to "support continued revitalization of downtown and adjacent historic areas." This building is a long-blighted structure in our downtown area, and the rehabilitation of the building and the reactivation of the property will help establish a precedent as the city continues to follow the strategies outlined in the Comprehensive Plan.

Staff Analysis:

The property has been vacant and in disrepair for several decades. The applicant has already begun working on the property to repair and restore the building. The

current zoning is not well suited to the structure. Since the building was constructed to be a residence and has been a multi-family residential building, this is the optimal land use for the property. The zoning of the property should be amended to permit this property to permit such a use and to preserve the historic character of the Hall of Waters district.

City staff feels the application generally conforms to the vision established in the Comprehensive Plan.

Staff Recommendation:

City staff recommends approval of the rezoning application.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Garrett", with a long horizontal flourish extending to the right.

Joshua Garrett, MPA

Planner

City of Excelsior Springs

Attachments:

- Exhibit A – Application
- Exhibit B – Area Notice Map
- Exhibit C – Narrative
- Exhibit D – Current Zoning Map
- Exhibit E – Resolution
- Exhibit F – Draft Ordinance

**Community Development Department
Planning & Zoning**



April 1, 2026

To: Mayor and City Council
City of Excelsior Springs

Re: Planning and Zoning Case No. ZTA-26-001 – Zoning Text Amendment

On March 30, 2026 the Planning and Zoning Commission held a public hearing for a proposed amendment to Chapter 400 of the Code that permits the Community Development Director to permit minor exceptions to certain zoning regulations in the event of a minor practical difficulty that impedes development. City staff presented a report on the proposed amendment and fielded questions from the Commission. Following discussion on the matter, the Commission voted 4-0 in favor of recommending approval of the proposed text amendment.

An ordinance has been prepared and is attached, along with supporting documents, for your consideration.

Please contact me if you have any questions, concerns, or comments regarding the proposed zoning text amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Garrett".

Joshua Garrett, MPA
Planner
City of Excelsior Springs

Attachments:
Draft Ordinance
Staff Report

ORDINANCE NO. 26-04-05

AN ORDINANCE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AMENDING TITLE IV, CHAPTER 400 OF THE CODE OF ORDINANCES REGARDING ADMINISTRATIVE EXCEPTIONS FOR CERTAIN ZONING REGULATIONS WHEN A MINOR PRACTICAL DIFFICULTY IMPEDES DEVELOPMENT

WHEREAS, the City of Excelsior Springs, Missouri, periodically reviews and updates its Code of Ordinances to ensure consistency and alignment with the City’s Comprehensive Plan and long-term goals; and

WHEREAS, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on March 30, 2026, to consider proposed amendments to Chapter 400, specifically administrative exceptions to certain zoning regulations when minor practical difficulties arise; and

WHEREAS, the Planning and Zoning Commission, following said public hearing, recommended approval of the proposed amendments to the City Council by a vote of 4-0 ; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on April 6, 2026 to consider the proposed amendments and the recommendation of the Planning and Zoning Commission; and

WHEREAS, The City Council finds that the establishment of administrative exceptions will modernize the development review process by reducing bureaucratic delay, streamline the approval of minor project elements to maintain development momentum, and create a more efficient and predictable regulatory framework for both applicants and city staff.

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

Section 1. Amendment. Chapter 400 of Title IV of the Code of Ordinances is hereby amended to read as written in Exhibit A, which is attached and incorporated into the Ordinance

Section 2. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Errors. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Excelsior Springs, Missouri, this 6th day of April, 2026.

Mark D. Spohn, Mayor

ATTEST:

REVIEWED BY:

Shannon Stroud, City Clerk

Melinda Mehaffy, City Manager

EXHIBIT A

Section 400.270 ~~Height and Area~~ Contextual Development Standards and Exceptions.

- A. ~~Generally. The regulations and requirements as to height of buildings and area of lots which may be occupied by buildings, front yards, side yards, rear yards and other regulations and requirements as set out in the foregoing Sections of this Chapter shall be subject to the following exceptions and additional regulations.~~ **Purpose.** This section establishes development standards that supplement or modify the base zoning district regulations. It includes contextual, formula-based standards that may apply in place of otherwise applicable requirements where neighborhood character or site conditions warrant, as well as administrative exceptions that grant limited discretionary relief from certain standards where a minor practical difficulty arises. Together, these provisions provide flexibility to achieve context-sensitive development while adhering to the purpose and intent of the Zoning Code.
- B. *** (No Changes)*
- C. *** (No Changes)*
- D. **Administrative Exceptions.**
1. **Purpose and Intent.** Administrative exceptions provide limited relief from otherwise applicable standards in instances where a minor practical difficulty arises. Such exceptions may be approved by the Community Development Director upon review
 2. **Applicability.** The Community Development Director is authorized to approve the following types of exceptions:
 - a. Modifications of ten percent (10%) or less of any setback, lot size, lot width, building coverage, or height standard.
 - b. Alternate parking plans involving a modification of ten percent (10%) or less of any of the off-street parking, loading, or driveway regulations within Chapter 400.
 - c. Modifications of ten percent (10%) or less of any landscaping requirement, including the number of plants, the required landscape surface area, or any other pertinent landscaping requirement.
 3. **Approval Criteria.** Exceptions may be approved by the Community Development Director only upon a finding that all of the following criteria have been met:
 - a. The requested exception is consistent with the stated purposes of the Zoning Code and the Comprehensive Plan.
 - b. Approving the request eliminates an undue burden to the property owner or addresses a practical difficulty of development.

- c. Any adverse impacts resulting from the approved exception will be mitigated to the maximum practical extent.
- 4. **Conditions of Approval.** In granting an exception, the Community Development Director may impose conditions upon the subject property that are necessary to reduce or minimize any potentially adverse impacts on other property in the neighborhood and to carry out the stated purposes of the Zoning Code and the Comprehensive Plan.
- 5. **Record Keeping.** When exceptions are granted, written approval of the exception must be kept and stored with the building permit or other pertinent application record.

Community Development Department Planning & Zoning



March 30, 2026

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. ZTA-26-001 – Zoning Text Amendment

Proposal Summary:

City staff proposes an amendment to Chapter 400 of the Code that permits the Community Development Director to permit minor exceptions to certain zoning regulations in the event of a minor practical difficulty that impedes development.

Background:

From time to time a unique condition of a property makes strict compliance with the City's regulations unreasonably difficult or impossible. Such instances are often referred to as "practical difficulties." For this reason, the State of Missouri requires Cities that have adopted zoning regulations to have a Board of Zoning Adjustment to review such cases and grant variances when the certain criteria are met. This process balances property owners' rights, municipal zoning authority, and the public interest.

Smaller cities, such as Excelsior Springs, often have so few variance applications that the Board of Zoning Adjustment does not have a regular meeting schedule and is only called as needed. When a building permit or planning and zoning case requires a variance, this requires an application, time to review and write the report, public notice, time to organize the board members, and a public hearing. For our city, it is roughly a two-month period from application to public hearing.

For relatively small variances or minor practical difficulties, requiring property owners or applicants to pause their work and go through this time-consuming process is frustrating and difficult for the applicant and City staff alike. As this is has been a problem in other communities, various ways to address this issue have been developed. Staff have worked with the City’s attorney to propose adding a new section of the code that defines administrative exceptions to certain zoning regulations in the case of a minor practical difficulty.

Amendment Description:

The proposed amendment does a few things. First, it changes the name of section 400.270 from “Height and Area Exceptions” to “Contextual Development Standards and Exceptions.” Further, subsection A is replaced with a new purpose section that is inclusive of the proposed changes.

The primary focus of the proposed amendment is the addition of a new subsection D titled “Administrative Exceptions,” which establishes a method by which the Community Development Director may review situations where a minor practical difficulty arises and approve an exception of no more than 10% of the base requirement. This new subsection also outlines review criteria, applicability, conditions, and record keeping.

This process is not a means to circumvent the Board of Zoning Adjustment. Rather, this establishes a new rule in the zoning ordinance itself that the director may make certain exceptions only when certain criteria are met.

For a full review of the proposed amendment please see the full text of the proposed amendment included in Exhibit A – Draft Ordinance.

Staff Analysis:

Adding such a provision in the zoning ordinance will help simplify and streamline the development and building process for applicants and staff alike. Rather than stopping progress and taking a couple of months to have a public hearing for a relatively minor situation, the proposed amendment will help development

continue on track and on a reasonable pace. Further, the City's new Comprehensive Plan, "Embrace the Current", outlines in the Action Plan, Strategy 3.1 that the City should "simplify and modernize the City's development code and review process." This proposed amendment is certainly within the spirit of this strategy and helps the city continue toward its long-term goals.

Staff Recommendation:

City staff recommends approval of the proposed zoning text amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Garrett", written in a cursive style.

Joshua Garrett, MPA

Planner

City of Excelsior Springs

Attachments:

Exhibit A – Draft Ordinance

Exhibit B – Resolution

**Community Development Department
Planning & Zoning**



April 1, 2026

To: Mayor and City Council
City of Excelsior Springs

Re: Planning and Zoning Case No. ZTA-26-005 – Zoning Text Amendment

On March 30, 2026 the Planning and Zoning Commission held a public hearing for a proposed amendment to Chapter 404 of the Code that creates a Special Sign Permit application and review process. City staff presented a report on the proposed amendment and fielded questions from the Commission. Following discussion on the matter, the Commission voted 4-0 in favor of recommending approval of the proposed text amendment.

An ordinance has been prepared and is attached, along with supporting documents, for your consideration.

Please contact me if you have any questions, concerns, or comments regarding the proposed zoning text amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Garrett".

Joshua Garrett, MPA

Planner

City of Excelsior Springs

Attachments:

Draft Ordinance

Staff Report

ORDINANCE NO. 26-04-06

AN ORDINANCE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AMENDING TITLE IV, CHAPTERS 403 AND 404 OF THE CODE OF ORDINANCES ADDING NEW SECTIONS REGARDING SIGN PERMITS AND A SPECIAL SIGN PERMIT PROCESS

WHEREAS, the City of Excelsior Springs, Missouri, periodically reviews and updates its Code of Ordinances to ensure consistency and alignment with the City’s Comprehensive Plan and long-term goals; and

WHEREAS, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on March 30, 2026, to consider proposed amendments to Chapter 403 and 404, specifically sign permits and a special sign permitting process; and

WHEREAS, the Planning and Zoning Commission, following said public hearing, recommended approval of the proposed amendments to the City Council by a vote of 4-0 ; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on April 6, 2026 to consider the proposed amendments and the recommendation of the Planning and Zoning Commission; and

WHEREAS, The City Council finds that the establishment of a Special Sign Permit process and administrative exceptions for signage will modernize the development review process by creating a more appropriate review pathway for signs that do not strictly comply with the Sign Code, streamline the approval of signage to avoid unnecessary delays, and create a more efficient regulatory framework in line with the City’s long term planning goals.

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

Section 1. New Sections. Chapter 404 of Title IV of the Code of Ordinances is hereby amended to add new sections, 404.025 and 404.026, to read as written in Exhibit A, which is attached an incorporated into the Ordinance.

Section 2. Amendment to Chapter 403. Chapter 403 of Title IV of the Code of Ordinances is hereby amended to read as written in Exhibit B, which is attached an incorporated into the Ordinance.

Section 3. Amended Schedule of Fees. Title I, Appendix A, Planning and Zoning Fees, Table A-7 is hereby amended to read as written in Exhibit C, which is attached an incorporated into the Ordinance.

Section 4. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Errors. That correction of any scrivener's errors identified within these articles are hereby authorized by this ordinance.

Section 6. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Excelsior Springs, Missouri, this 6th day of April, 2026.

Mark D. Spohn, Mayor

ATTEST:

REVIEWED BY:

Shannon Stroud, City Clerk

Melinda Mehaffy, City Manager

EXHIBIT A

Section 404.025 Sign Permit.

- A. **Authority to File.** Applications for sign permits may be filed only by the subject landowner or the subject landowner's authorized agent.
- B. **Applicability.** A sign permit is required for the erection of any sign other than those exempted from permit requirements by Section 403.130.
- C. **Application Submittal.** A complete application for a sign permit must be submitted to the Community Development Department as established in Section 404.010. All sign permit applications must be submitted on a form provided by the department and provide information regarding location, materials, size, color, and illumination.
- D. **Review and Action by the Community Development Department.** The Community Development Director, or their designee, must review each sign permit application for compliance with the City's sign and zoning regulations and act to approve, approve with conditions, or deny the permit application.
- E. **Maintenance and Repair.** Cleaning, painting, repainting, and other normal maintenance and repair of a sign does not require a sign permit unless a structure or size change is made. Maintenance does not include replacement of a sign face.
- F. **Administrative Exceptions.** When the strict application of the requirements of the sign regulations creates a practical difficulty due to physical circumstances that are generally unique to the subject property, the Community Development Director may grant administrative exceptions, with limitations, from certain requirements of the sign regulations for the following standards:
 - 1. **Sign Height.** The maximum permitted height of a sign structure may be modified by no more than ten percent (10%).
 - 2. **Sign Area.** The maximum permitted area of a sign face may be modified by no more than ten percent (10%).
 - 3. **Setbacks.** The minimum required setback from a property line or right-of-way may be modified by no more than ten percent (10%).
 - 4. **Landscaping.** Landscaping requirements for signs may be modified, reduced, or waived.

When such exceptions are granted, written approval of the exception must be kept and stored with the sign permit record.

- G. **Appeals of Administrative Exceptions.** An applicant for a sign permit may appeal a decision of the Community Development Director regarding an administrative exception to the Planning and Zoning Commission. The appeal will be considered a special sign permit, subject to the processes outlined in Section 404.026.
- H. **Expiration.** A sign permit expires and becomes null and void when work authorized by the permit has not commenced within a period of 180 days beginning from the date the permit was issued, or if such work is suspended or abandoned for a period exceeding 180 days.
- I. **Revocation.** The Community Development Director may revoke a sign permit prior to completion of the sign if the Director determines that the sign fails to conform to the approved plans, specifications, or conditions of approval. Upon revocation, the Director shall issue a stop work order. The order shall be served upon the owner, agent, contractor, or any person employed on the site and shall be posted prominently on the premises. Once posted, all work related to the subject sign shall stop immediately, except for work necessary to correct the violation identified in the order.
- J. **Fees.** For purposes of charging fees, a sign permit shall be considered a building permit and shall be subject to the fees specified in the Schedule of Fees, Title I, Appendix A.

Section 404.026 Special Sign Permit.

- A. **Purpose.** The Special Sign Permit is intended to provide a mechanism for review and approval of signs that do not strictly comply with the dimensional or design standards of Chapter 403, where such deviations are found to be appropriate for the subject site and will not negatively impact the surrounding properties.
- B. **Authority to File.** Applications for special sign permits may be filed only by the subject landowner or the subject landowner's authorized agent.
- C. **Applicability.**
 - 1. **When Required.** A special sign permit is required for any sign that does not conform to Chapter 403 and that is not eligible for, or has been denied, an administrative exception under Section 404.025(F), or where otherwise expressly required by this Code.
 - 2. **When Not Permitted.** A special sign permit shall not be granted for any sign type or feature expressly prohibited by Section 404.140.

3. **Exemptions.** A special sign permit is not required for signs that have been reviewed and approved by the City Council as part of a Planned Zoning District or Major Site Plan, where such plan specifically addresses signage.

D. **Application Submittal.** The applicant must submit a complete application for a special sign permit to the Community Development Department on a form provided by the department. The application must include the following:

1. All information and exhibits required by a standard sign permit, as outlined in Section 404.025(C).
2. A written cover letter describing the proposed sign or signs, the specific deviation from the sign regulations in Chapter 403, and the reason for the modification.
3. An application fee as listed in the Schedule of Fees, Title I, Appendix A, approved by the City Council.

E. **Review and Action by the Planning and Zoning Commission.** The Community Development Director, or their designee, must present the application to the Planning and Zoning Commission with a staff recommended action. Following the presentation, the Commission must act to approve, approve with conditions, or deny the permit application. Decisions of the Planning and Zoning Commission must be based on consideration of the following:

1. The purpose and intent of the sign regulations as established in Section 403.010,
2. Use of the facility,
3. Size of the site,
4. Height of the building,
5. Number, size, and height of signs on the surrounding properties,
6. Number, size, and height of signs previously approved for similar uses within the community,
7. Surrounding zoning and land uses,
8. Topography of the site, and
9. Any other factor relating to:
 - a. The physical character of the sign, excluding content,

- b. Its physical relationship to the principal building and site, and
- c. Any unique visibility considerations.

F. **Sign Permit Required.** Prior to the erection of any sign or signs approved by a special sign permit, the applicant must submit an application for a sign permit as outlined in Section 404.025.

G. **Expiration of Approval.** The approval of a special sign permit by the Planning and Zoning Commission expires when the applicant or property owner fails to submit a sign permit application within one (1) year of the approval. The Commission's approval also expires upon the expiration of a sign permit, as outlined in Section 404.025(H)

H. **Appeals of Planning and Zoning Commission Decision.** An applicant may appeal the Planning and Zoning Commission's decision to the City Council when the Commission either denies or approves an application with conditions unsuitable to the applicant. The appeal process shall be as follows:

1. **Filing Deadline.** An appeal of a Planning and Zoning Commission decision on a special sign permit must be filed with the Community Development Director in writing no later than fifteen (15) days following the Commission's decision.
2. **Content of Appeal.** The written appeal shall state the grounds upon which the applicant contends the Commission's decision is unacceptable or erroneous.
3. **Review by City Council.** The City Council shall review the application and the record of the Planning and Zoning Commission's proceedings. No additional public testimony shall be heard.
4. **Decision.** The City Council may approve, approve with conditions, deny, or remand the application back to the Planning and Zoning Commission for further consideration. The Council's decision shall be made by resolution and shall be final.

EXHIBIT B

Section 403.120 Additional Regulations.

- A. All signs shall be of sound structural quality, be maintained in good repair, have a clean and neat appearance, and land adjacent shall be kept free from debris, weeds, and trash.
- B. All signs as permitted above shall be so constructed and installed as to be satisfactory to the Chief Building Official.
- C. No sign shall be installed, erected, or set in place until a sign permit has been issued ~~therefore by the City of Excelsior~~ in accordance with Section 404.025.
- D. Temporary Signs.
 - 1. Generally. Temporary signs allowed within the City are limited to those specifically listed in this Section, according to the zoning district in which they are located, and are subject to classification by the ~~Chief Building Official~~ **Community Development Director** based on definitions and descriptions contained herein. Temporary signs shall identify a special, unique, or limited activity, service, product, or sale of limited duration.
 - 2. Number And Timing. A maximum of eight (8) temporary sign permits for fifteen (15) days each may be issued for the same business, upon property owner approval, at the same location per calendar year. Temporary sign permits may be issued to run consecutively. Up to five (5) temporary signs may be included under one (1) temporary sign permit. Major and minor shopping centers may be allowed up to two (2) temporary sign permits at any one (1) time. Each temporary sign application shall be accompanied by a permit fee as specified in the Schedule of Fees, Title I, Appendix A. All temporary signs shall be removed at the end of the day's business on the day such permit expires. Additional temporary sign permits shall not be issued for the same business at the same location within fourteen (14) days following the expiration of a previously issued temporary sign permit. Failure to comply with any specification, regulation, or control placed on a temporary sign permit set for by ~~the office of the Building Official~~ **Community Development Department** will immediately void said permit.
 - 3. Types. The following shall be classified as temporary signs, but not limited to:
 - a. Banners;

- b. Non-projecting wall signs;
- c. Secured ground signs;
- d. Sandwich boards;
- e. Inflatable devices.
- f. Feather signs.

4. Size, Height, And Area Of Temporary Signs.

- a. Temporary signs shall be located only on the lot upon which the special, unique, or limited activity, product or sale is to occur. Signs may be located in any required yard, but shall not extend over any lot line or within fifteen (15) feet of any point of vehicular access from a lot to a public street. Temporary signs shall not exceed thirty-two (32) square feet in gross surface area for each exposed face.
 - b. The height of any inflatable advertising device shall be limited to twenty (20) feet including the supporting or attached structure, building or equipment, and shall meet the required setback for that zoning district.
- E. Public agencies and not-for-profit institutions may apply for ~~City Council review and approval of a special sign permit regarding~~ identification, event scheduling and similar signage not covered elsewhere in these regulations. Approval of such signage, under conditions and limitations deemed to be in the public interest, is at the ~~sole~~ discretion of the ~~City Council~~ **Planning and Zoning Commission**.
- F. Signs, posters, and similar devices used by candidates for public office shall be regulated by applicable codes and ordinances of the City of Excelsior Springs and shall not be within jurisdiction of this Section.
- G. The ~~Building Official~~ **Community Development Director** may waive the permit fee for those signs which are for the sole purpose of promoting an event or effort of a philanthropic, civic, or public service nature.
- H. Removal of signs which were engraved, carved in stone, or where otherwise a permanent part of a building prior to the adoption of these regulations will not be required.

EXHIBIT C

Table A-7 Planning and Zoning		
Planning and Zoning Free Schedule	Fee	Code Reference
Special Event – no alcohol	\$30.00	400.230 G
Special Event – major event or with alcohol per day	\$125.00	400.230 G
Certificate of Appropriateness		402.150
\$0.00 to \$100.00	\$5.00	
\$100.00 and up	\$25.00	
Temporary Sign	\$20.00	403.120 D2
Special Sign Permit	\$200.00	404.026
Land Use Permit	\$25.00 + \$1.00 per \$100 project cost	404.030 B
Variance	\$225.00	404.090 D
Rezoning	\$250.00	404.100 A2
Special Use Permit – Home Occupation	\$75.00	404.100 A2
Special Use Permit – Downtown Mixed Use	\$250.00	404.100 A2
Special Use Permit – All Other	\$400.00	404.100 A2
Special Use Permit – Renewal	\$100.00	404.100 A2
Special Use Permit – Adult Entertainment Establishment	\$400.00	404.100 A2
Easement Vacate	\$95.00	406.040
Preliminary Plat	\$225.00 + \$5.00/lot	406.050 C1
Final Plat	\$250.00 + \$5.00/lot	406.050 D1
Lot Split	\$125.00 + \$10.00/lot	406.050 E7
Major Site Plan	\$400.00	400.225 C1
Standard Site Plan	\$200.00	400.225 C2

Community Development Department Planning & Zoning



March 30, 2026

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. ZTA-26-002 – Zoning Text Amendment

Proposal Summary:

City staff proposes an amendment to Chapter 404 of the Code that creates a Special Sign Permit application and review process.

Background:

Variations from the City's zoning regulations may be granted by the Board of Zoning Adjustment when certain criteria are met. These situations typically occur when there is some unique, physical condition of the property that makes strict compliance of the code unreasonably difficult or impossible. As such, variances are typically granted dimensional standards such as lot area, width, setbacks, etc. Given that signs are either affixed to a structure or are often able to be relocated on a property, rarely do signs ever truly meet the criteria for a variance. However, there may be certain situations where permitting signs that vary from the standard sign regulations may be appropriate.

Rather than use the Board of Adjustment, for which such situations are not suited, some cities have opted to create an alternative process to approve signs that would not otherwise be permitted by the standard sign code. Often these approvals are called "special sign permits" or something similar. The approval process in other cities either has the Planning and Zoning Commission make a recommendation to the City Council or sometimes the Commission issues the final approval itself, only requiring Council approval on appeals. This helps keep the focus of the review on appropriate land use rather than the technical details and practical hardships.

Amendment Description:

The proposed amendment does a few things. First, it adds two new sections to Chapter 404, regarding sign permits and special sign permits. The Sign Permit section, 404.025, establishes basic sign permit procedures and standards. It also outlines a process for administrative exceptions for certain sign regulations. This provision is intended to provide relief to minor practical difficulties that is generally unique to the subject property.

The Special Sign Permit section outlines a new application and process for the Planning and Zoning Commission to review signs that do not strictly comply with the dimensional or design standards of the sign code, but where such deviations may be appropriate for the subject site. The Planning and Zoning Commission will be the approval body with the City Council only hearing cases when decisions of the Commission are appealed. These two new sections to Chapter 404 can be reviewed in full in Exhibit A of the draft ordinance.

The amendments shown in Exhibit B of the draft ordinance are relatively minor. These are primarily just small updates to the language to reflect the new language of 404.025 and 404.026. It changes the name of section 400.270 from “Height and Area Exceptions” to “Contextual Development Standards and Exceptions.” Further, subsection A is replaced with a new purpose section that is inclusive of the proposed changes.

Lastly, Exhibit C of the draft ordinance updates the schedule of fees and establishes the fee for the new Special Sign Permit application at \$200.00.

Staff Analysis:

The proposed amendment creates a more appropriate and efficient review pathway for signage that does not strictly comply with the dimensional or design standards of the Sign Code. Currently, such requests are directed to the Board of Zoning Adjustment for a variance, a process designed for unique physical conditions of a property, which is a standard that signs rarely meet. By establishing a Special Sign Permit process with the Planning and Zoning Commission as the approval body, the amendment aligns the review with land use considerations rather than the technical hardship criteria required for variances. The addition of administrative

exceptions for minor practical difficulties further streamlines the process for staff and applicants.

Adding these provisions in the zoning ordinance will help simplify and streamline the sign permitting process for applicants and staff alike. The City's new Comprehensive Plan, "Embrace the Current", outlines in the Action Plan, Strategy 3.1 that the City should "simplify and modernize the City's development code and review process." This proposed amendment is certainly within the spirit of this strategy and helps the City continue toward its long-term goals.

Staff Recommendation:

City staff recommends approval of the proposed zoning text amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Garrett", written in a cursive style.

Joshua Garrett, MPA

Planner

City of Excelsior Springs

Attachments:

Exhibit A – Draft Ordinance

Exhibit B – Resolution

RESOLUTION NO. 1654

**A RESOLUTION APPROVING A MUTUAL TERMINATION AGREEMENT
RELATING TO CERTAIN PHASES OF THE BROADWAY REDEVELOPMENT
PROJECT, AND APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO 409 E. BROADWAY**

WHEREAS, the City of Excelsior Springs, Missouri, a third class city and political subdivision of the State of Missouri (the “City”), and the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri (“LCRA”), have been parties to redevelopment arrangements concerning certain real property along East Broadway Avenue in Excelsior Springs, Missouri, including that certain Agreement of Purchase, Sale and Redevelopment dated January 17, 2017, as amended, including the Third Amendment to Agreement of Purchase, Sale and Redevelopment dated February 21, 2023 (collectively, the “Redevelopment Agreement”); and

WHEREAS, the Redevelopment Agreement divided the redevelopment project into multiple phases, including Phase 1 consisting of 407 E. Broadway, Phase 2 consisting of 409 E. Broadway, Phase 3 consisting of 418 E. Broadway, Phase 4 consisting of 408 and 410 E. Broadway, and Phase 5 consisting of 404, 414, and 417 E. Broadway; and

WHEREAS, Peppard Seed & Company LLC (“Peppard” or “Developer”) has served as developer under the Redevelopment Agreement with respect to such phased redevelopment project; and

WHEREAS, in late 2024, Peppard requested cancellation of the Redevelopment Agreement; and

WHEREAS, the City and LCRA have determined that it is in the best interests of the public to terminate the Redevelopment Agreement as it pertains to Phase 3 (418 E. Broadway), Phase 4 (408 and 410 E. Broadway), and Phase 5 (404, 414, and 417 E. Broadway), all on the terms set forth in a proposed Mutual Termination Agreement; and

WHEREAS, the City and LCRA have further determined that it is in the best interests of the public to allow Phase 2, commonly known as 409 E. Broadway, to proceed through an approved assignment of the redevelopment rights and obligations relating to that property from Peppard to Jake Osborn Enterprises LLC, all on the terms set forth in a proposed Approval of Assignment and Assumption Agreement; and

WHEREAS, under the proposed Approval of Assignment and Assumption Agreement, Jake Osborn Enterprises LLC will assume the redevelopment obligations relating to Phase 2, and the deadline for completion of rehabilitation of the Phase 2 property will be extended to June 1, 2027; and

WHEREAS, the City Council finds that approval of the foregoing agreements is in the best interests of the City, promotes the orderly transition and resolution of the redevelopment project, and will facilitate continued redevelopment activity in a manner beneficial to the City.

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

1. **Approval of Mutual Termination Agreement.** The City Council hereby approves the Mutual Termination Agreement by and among the City, the LCRA, and Peppard Seed & Company LLC, in substantially the form attached hereto, providing for termination of the Redevelopment Agreement solely as it pertains to Phase 3 (418 E. Broadway), Phase 4 (408 and 410 E. Broadway), and Phase 5 (404, 414, and 417 E. Broadway), together with such non-substantive and ministerial modifications as are approved by the Mayor and City Attorney.

2. **Approval of Approval of Assignment and Assumption Agreement.** The City Council hereby approves the Approval of Assignment and Assumption Agreement by and among the City, the LCRA, Peppard Seed & Company LLC, and Jake Osborn Enterprises LLC, in substantially the form attached hereto, approving the assignment and assumption of the redevelopment rights and obligations under the Redevelopment Agreement solely as they relate to Phase 2, commonly known as 409 E. Broadway, together with the extension of the completion deadline for Phase 2 to June 1, 2027, and together with such non-substantive and ministerial modifications as are approved by the Mayor and City Attorney.

3. **Authorization to Execute Agreements.** The Mayor is hereby authorized and directed, on behalf of the City, to execute and deliver the Mutual Termination Agreement and the Approval of Assignment and Assumption Agreement approved by this Resolution.

4. **Further Authority.** The Mayor, City Manager, City Clerk, City Attorney, and such other City officials and employees as may be necessary are hereby authorized and directed to take such further actions and execute such additional documents, certificates, acknowledgments, consents, and instruments as may be necessary or convenient to carry out the intent of this Resolution and to consummate the transactions contemplated by the agreements approved herein, including the recording of any such agreements or related instruments as appropriate.

5. **Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 6th DAY OF March, 2026.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Melinda Mehaffy, City Manager

Recording Cover Sheet

Title of Document: Mutual Termination Agreement

Date of Document: _____, 2026

Grantor(s): Peppard Seed & Company LLC
Attn: Gary and Kim Sanson
704 N. Kimball
Excelsior Springs, MO 64024

Grantees' Name and Address: Land Clearance for Redevelopment Authority of Excelsior Springs,
Missouri
201 East Broadway
Excelsior Springs, Missouri 64024

City of Excelsior Springs, Missouri
201 East Broadway
Excelsior Springs, Missouri 64024

Legal Description: See Exhibit A to Mutual Termination Agreement.

After recording, please return to:

City of Excelsior Springs, Missouri
Attn: Susan Conyers
201 East Broadway
Excelsior Springs, Missouri 64024

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (the "Agreement") is entered into by and between the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri ("LCRA"), and Peppard Seed & Company LLC ("Developer"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri, and Peppard Seed & Company LLC entered into that certain Agreement of Purchase, Sale and Redevelopment dated January 17, 2017, recorded in the Office of the Recorder of Deeds of Clay County, Missouri, as Instrument No. 2017002542, Book 7896, Page 41; as amended by that certain First Amendment to Agreement of Purchase, Sale and Redevelopment dated February 4, 2019, recorded as Instrument No. 2019003037, Book 8360, Page 109; as amended by that certain Second Amendment to Agreement of Purchase, Sale and Redevelopment dated September 8, 2020, recorded as Instrument No. 2021020661, Book 9054, Page 2; and as further amended by that certain Third Amendment to Agreement of Purchase, Sale and Redevelopment dated February 21, 2023, which was executed by the parties and is to be recorded (collectively, the "Redevelopment Agreement"); and

WHEREAS, the Redevelopment Agreement concerns the redevelopment of certain properties in Excelsior Springs, Missouri, in multiple phases, including:

- Phase 1: 407 E. Broadway;
- Phase 2: 409 E. Broadway;
- Phase 3: 418 E. Broadway;
- Phase 4: 408 and 410 E. Broadway; and
- Phase 5: 404, 414, and 417 E. Broadway;

WHEREAS, the redevelopment work for Phase 1 (407 E. Broadway) has been completed; and

WHEREAS, the redevelopment work for Phase 2 (409 E. Broadway) has not yet been completed, and the Redevelopment Agreement shall remain in full force and effect as to Phase 2, subject to that certain Approval of Assignment and Assumption Agreement executed contemporaneously herewith and to be recorded in connection herewith, pursuant to which the buyer/assignee will assume the obligations for completion of Phase 2; and

WHEREAS, the Parties desire to terminate the Redevelopment Agreement only as it pertains to Phase 3 (418 E. Broadway), Phase 4 (408 and 410 E. Broadway), and Phase 5 (404, 414, and 417 E. Broadway); and

WHEREAS, the Parties desire to confirm that the Redevelopment Agreement remains otherwise unchanged and in effect except as expressly provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows:

1. Termination of Obligations for Phases 3 through 5

A. The Parties mutually agree that, effective upon execution and recording of this Agreement, the Redevelopment Agreement is terminated solely with respect to Phase 3, Phase 4, and Phase 5, as legally described on Exhibit A attached hereto and incorporated herein by reference.

B. The Parties acknowledge and agree that Phase 1 has been completed and is not affected by this Agreement.

C. The Parties further acknowledge and agree that Phase 2 has not been completed, is not terminated by this Agreement, and shall remain subject to the Redevelopment Agreement as the same may be assigned and assumed pursuant to the separate Approval of Assignment and Assumption Agreement relating to Phase 2.

D. Except solely as to Phases 3, 4, and 5, the Redevelopment Agreement and all recorded amendments thereto shall remain in full force and effect.

2. Releases

Effective upon execution and recording of this Agreement, Peppard Seed & Company LLC shall have no further duties, obligations, liabilities, responsibilities, claims exposure, notice obligations, or performance requirements of any kind related to Phases 3, 4, and 5. No provision of the Redevelopment Agreement shall survive or remain enforceable against Peppard Seed & Company LLC with respect to Phases 3, 4, and 5. The City and LCRA fully release Peppard Seed & Company LLC from any present or future claims, defaults, enforcement actions, redevelopment obligations, maintenance obligations, compliance obligations, or other responsibilities relating to Phases 3, 4, and 5. Upon execution and recording of this Agreement, Peppard Seed & Company LLC shall have no continuing legal or equitable interest in the properties comprising Phases 3, 4, and 5 and shall not be considered a responsible or obligated party with respect to such properties going forward. Any further-assurances obligation of Peppard Seed & Company LLC shall be limited solely to documents reasonably necessary to finalize and record the termination of Phases 3, 4, and 5 and shall not create any new or continuing obligation for Peppard Seed & Company LLC.

3. Disposition of Properties

A. LCRA and/or the City, as the case may be, shall retain ownership of the following properties:

- Phase 3: 418 E. Broadway;
- Phase 4: 408 and 410 E. Broadway;
- Phase 5: 404, 414, and 417 E. Broadway.

B. Developer waives any rights or claims to these properties.

4. Recording of Agreement

This Agreement shall be recorded in the Clay County Recorder of Deeds Office to provide public notice of the termination of obligations with respect to Phases 3 through 5.

5. Miscellaneous

A. **Entire Agreement:** This Agreement constitutes the entire understanding of the Parties with respect to the termination of Phases 3 through 5 and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

B. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

C. **Amendments:** No amendment, modification, or supplement to this Agreement shall be valid unless in writing and signed by both Parties.

D. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. **Notices:** All notices required or permitted hereunder shall be delivered in accordance with the Redevelopment Agreement's notice provisions.

F. **Further Assurances:** The Parties agree to execute and deliver such additional documents and to take such further actions as may reasonably be required to carry out the intent and purposes of this Agreement and to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties have executed this Mutual Termination Agreement as of the last date the Agreement is executed by the parties.

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF EXCELSIOR SPRINGS, MISSOURI

By: _____
Mark D. Spohn, Chairman

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Spohn, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF EXCELSIOR SPRINGS, MISSOURI and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public - State of Missouri

[SEAL]

My commission expires:

CITY OF EXCELSIOR SPRINGS, MISSOURI

By: _____
Mark D. Spohn, Mayor

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Spohn, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF EXCELSIOR SPRINGS, MISSOURI, a third class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public - State of Missouri

[SEAL]

My commission expires:

PEPPARD SEED & COMPANY LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI)

)

COUNTY OF _____)

On this _____ day of _____, 2026, before me, personally appeared _____ to me personally known, who being by me duly sworn did say that (he/she) is the _____ (title) of Peppard Seed & Company LLC and that said instrument was signed on behalf of said company by authority of its members, and further acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____

Notary Public - State of Missouri

[SEAL]

My commission expires:

Exhibit A

Recording Cover Sheet

Title of Document: Approval of Assignment and Assumption Agreement

Date of Document: _____, 2026

Grantor(s): Peppard Seed & Company LLC
Attn: Gary and Kim Sanson
704 N. Kimball
Excelsior Springs, MO 64024

Grantee's Name and Address: City of Excelsior Springs, Missouri
201 East Broadway
Excelsior Springs, Missouri 64024

Land Clearance for Redevelopment Authority of Excelsior Springs,
Missouri
201 East Broadway
Excelsior Springs, Missouri 64024

Jake Osborn Enterprises LLC
7341 SE Sycamore Dr
Holt, MO 64048-9386

Legal Description: All of Lots 7 and 8, Block 1, Craver and Bates Addition, an addition in and to the City of Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof.

After recording, please return to:

City of Excelsior Springs, Missouri
Attn: Susan Conyers
201 East Broadway
Excelsior Springs, Missouri 64024

APPROVAL OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS APPROVAL OF ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made this ___ day of _____, 2026, by and among the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri (“LCRA”), the City of Excelsior Springs, Missouri (“City”), Peppard Seed & Company LLC (“Assignor” or “Developer”), and Jake Osborn Enterprises LLC (“Assignee”).

RECITALS

WHEREAS, the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri, and Peppard Seed & Company LLC entered into that certain Agreement of Purchase, Sale and Redevelopment dated January 17, 2017, recorded in the Office of the Recorder of Deeds of Clay County, Missouri, as Instrument No. 2017002542, Book 7896, Page 41; as amended by that certain First Amendment to Agreement of Purchase, Sale and Redevelopment dated February 4, 2019, recorded as Instrument No. 2019003037, Book 8360, Page 109; as amended by that certain Second Amendment to Agreement of Purchase, Sale and Redevelopment dated September 8, 2020, recorded as Instrument No. 2021020661, Book 9054, Page 2; and as further amended by that certain Third Amendment to Agreement of Purchase, Sale and Redevelopment dated February 21, 2023, which was executed by the parties and is to be recorded (collectively, the “Redevelopment Agreement”); and

WHEREAS, the Redevelopment Agreement governs the rehabilitation and redevelopment of certain properties located along East Broadway Avenue in Excelsior Springs, Missouri; and

WHEREAS, the redevelopment work for Phase 1 (407 E. Broadway) has been completed; and

WHEREAS, pursuant to a separate Mutual Termination Agreement to be recorded in the Office of the Recorder of Deeds of Clay County, Missouri, the parties have agreed that the Redevelopment Agreement is terminated as to Phase 3 (418 E. Broadway), Phase 4 (408 and 410 E. Broadway), and Phase 5 (404, 414, and 417 E. Broadway); and

WHEREAS, Phase 2 of the Redevelopment Project concerns the property legally described as: All of lots 7 and 8, Block 1, CRAVER AND BATES ADDITION, an addition in and to the City of Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof; And commonly known as 409 E. Broadway Avenue, Excelsior Springs, Missouri (the “Phase 2 Property”); and

WHEREAS, pursuant to the Redevelopment Agreement, Developer acquired the Phase 2 Property and agreed to rehabilitate the structure located thereon in accordance with the redevelopment obligations and timelines set forth in the Redevelopment Agreement; and

WHEREAS, the redevelopment work required for the Phase 2 Property under the Redevelopment Agreement has not yet been completed; and

WHEREAS, Section 8.1 of the Redevelopment Agreement provides that the Agreement may not be assigned without the prior written consent of LCRA; and

WHEREAS, Developer has requested that LCRA and the City approve the assignment of Developer's rights and obligations under the Redevelopment Agreement as they relate to the Phase 2 Property to Assignee; and

WHEREAS, LCRA and the City have reviewed the qualifications of Assignee and are willing to approve such assignment subject to the terms set forth herein; and

WHEREAS, the parties desire that the public record clearly reflect that Phase 1 has been completed, Phases 3, 4, and 5 have been terminated from the Redevelopment Agreement, and Phase 2 remains ongoing and shall be completed by Assignee.

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

1. Approval of Assignment. Subject to the terms of this Agreement, LCRA hereby consents to and approves the assignment by Developer to Assignee of Developer's rights and obligations under the Redevelopment Agreement solely as they relate to the Phase 2 Property (409 E. Broadway Avenue).

2. Assignment. Effective upon full execution of this Agreement and closing of the transfer of the Phase 2 Property to Assignee, Developer hereby assigns and transfers to Assignee all of Developer's rights, duties, and obligations under the Redevelopment Agreement with respect to the Phase 2 Property.

3. Assumption. Assignee hereby accepts the foregoing assignment and agrees to assume and thereafter fully perform all obligations of Developer under the Redevelopment Agreement as they relate to the Phase 2 Property, including without limitation the obligations set forth in Section 1.7 of the Redevelopment Agreement regarding rehabilitation of the Phase 2 Property. Assignee agrees that the Phase 2 Property shall remain subject to all covenants, conditions, and restrictions contained in the Redevelopment Agreement, which shall continue to run with the land.

4. Release of Assignor and Related Parties. Effective upon full execution of this Agreement and closing of the transfer of the Phase 2 Property to Assignee, LCRA and the City hereby fully, finally, and forever release, acquit, and discharge Developer, Peppard Seed & Company LLC, and Gary Sanson and Kim Sanson (collectively, the "Released Parties"), from any and all future obligations, duties, liabilities, claims, or responsibilities arising out of, relating to, or in any way connected with the Redevelopment Agreement as it pertains to the Phase 2 Property. LCRA and the City acknowledge and agree that, from and after the effective date of this Agreement, they shall look solely and exclusively to Assignee for any and all performance and obligations relating to the Phase 2 Property.

5. Amendment to Phase 2 Completion Deadline. Notwithstanding the deadlines set forth in the Redevelopment Agreement, LCRA and the City agree that the deadline for completion of the rehabilitation of the Phase 2 Property shall be extended to June 1, 2027. Except as expressly modified herein, all terms and conditions of the Redevelopment Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank]

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF EXCELSIOR SPRINGS, MISSOURI

By: _____
Mark D. Spohn, Chairman

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Spohn, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF EXCELSIOR SPRINGS, MISSOURI and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public - State of Missouri

[SEAL]

My commission expires:

CITY OF EXCELSIOR SPRINGS, MISSOURI

By: _____
Mark D. Spohn, Mayor

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Spohn, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF EXCELSIOR SPRINGS, MISSOURI, a third class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public - State of Missouri

[SEAL]

My commission expires:

JAKE OSBORN ENTERPRISES LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI)

)

COUNTY OF _____)

On this _____ day of _____, 2026, before me, personally appeared _____ to me personally known, who being by me duly sworn did say that (he/she) is the _____ (title) of Jake Osborn Enterprises LLC and that said instrument was signed on behalf of said company by authority of its members, and further acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____

Notary Public - State of Missouri

[SEAL]

My commission expires:

RESOLUTION NO. 1412

A RESOLUTION OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF EXCELSIOR SPRINGS, MISSOURI AUTHORIZING A THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT WITH PEPPARD SEED & COMPANY LLC

WHEREAS, The Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri (the "Authority") is authorized by Section 99.240(4) of the Land Clearance for Redevelopment Authority Law, Section 99.300 RSMo., et. seq., as amended, ("LCRA Act") to own and to sell or dispose of any real property or interests therein within its area of operation; and

WHEREAS, the City of Excelsior Springs, Missouri (the "City") and the Authority requested proposals and engaged in negotiations with Peppard Seed & Company LLC ("Developer") for the acquisition of the real property commonly known as 401, 404, 407, 408, 409, 410, 414, 417 and 418 E. Broadway Avenue (the "Property") for the purpose of redevelopment pursuant to the Third Amendment to Agreement of Purchase, Sale and Redevelopment attached hereto as Exhibit A (the "Redevelopment Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF EXCELSIOR SPRINGS, MISSOURI AS FOLLOWS:

1. The Authority hereby approves the Redevelopment Agreement and authorizes the Chairman to execute the Redevelopment Agreement of behalf of the Authority.
2. The Chairman and Secretary of the Authority, the City Manager, the City Attorney, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution, and to execute and deliver for and on behalf of the Authority, all deeds, certificates, instruments, agreements, and other documents as may be necessary or convenient to perform all matters herein authorized.
3. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED BY THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF EXCELSIOR SPRINGS, MISSOURI, THIS 21ST DAY OF February, 2023.

Shannon Street
Secretary

Sharon Powell
Sharon Powell, Chairman

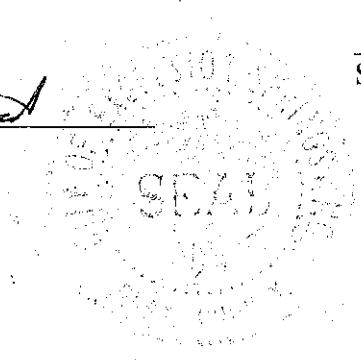


Exhibit A
Redevelopment Agreement

Title of Document: Third Amendment to Agreement Of Purchase, Sale And
Redevelopment
Date of Document: February 21, 2023
Grantor: Land Clearance for Redevelopment Authority of Excelsior
Springs, Missouri and the City of Excelsior Springs, Missouri
with an address of Hall of Waters, 201 East Broadway,
Excelsior Springs, Missouri 64024
Grantee: Peppard Seed & Company LLC,
A Missouri limited liability company
704 N. Kimball
Excelsior Springs, Missouri 64024

Legal Description: See Exhibit A, pages 15 and 16

Reference Book and Page: Doc. No.: 20170002542 in Book 7896, Page 41

Return Recorded Document to:

**City Manager
City of Excelsior Springs, Missouri
Hall of Waters
201 East Broadway
Excelsior Springs, Missouri 64024**

THIRD AMENDMENT TO AGREEMENT OF PURCHASE, SALE AND REDEVELOPMENT

THIS AGREEMENT is made as of February 21, 2023, by and between the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri ("LCRA") and Peppard Seed & Company LLC ("Developer").

ARTICLE I: PROPERTY/PURCHASE PRICE

1.1 Property. Subject to the terms and conditions of this Agreement, LCRA agrees to sell to Developer, and Developer agrees to purchase from LCRA, the property commonly known as 401, 404, 407, 408, 409, 410, 414, 417 and 418 E. Broadway Avenue, located in Excelsior Springs, Missouri, as described in Exhibit A attached hereto, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereunto belonging or appertaining thereto (all of the foregoing being collectively hereinafter referred to as the "Property").

1.2 Purchase Price. Developer and LCRA agree to accept the performance of the Developer's Obligations (defined below) as the purchase price for the Property.

1.3 Closing Date. The closing date for each tract of the Property shall be the date mutually selected by the parties, which date shall occur on or before the dates set forth for transfer in Section 1.7 of this Agreement.

1.4 Condition of Property. The Property is being sold AS IS and in its condition at the time of the Closings. Developer realizes and accepts that the Property is in a deteriorating condition and the Property will continue to deteriorate. Neither LCRA nor any other person in LCRA's behalf has made, and LCRA does not hereby make and hereby disclaims, any and all covenants, warranties, representations, guarantees or agreements, expressed or implied, as to the value, quality, condition, soundness or suitability of the Property, the improvements thereon or any plumbing, fixtures or personal property thereon.

1.5 Survey. LCRA shall provide Developer with a copy of any survey of the Property which LCRA may have. Any additional survey of the Property required or desired by Developer shall be at Developer's expense.

1.6 Environmental. Developer shall have the right, but not the obligation, to perform an environment study prior to the Closings. LCRA has no obligation whatsoever to perform any studies or take any action relating to the Property. This Agreement is NOT contingent upon any Phase I environmental study or any supplemental study showing the absence of toxic or hazardous wastes or mold on the Property. It is understood that Developer is accepting the Property in said "as is" condition.

1.7 Redevelopment Project/Developer's Obligations. Developer acknowledges that LCRA's consideration under this Agreement consists primarily of Developer's rehabilitation of the Property as a residential housing project pursuant to plans to be submitted by Developer and acceptable to LCRA, with such changes as are approved by the City of Excelsior Springs, Missouri ("City"). Except for the 410 Broadway Property, Developer shall not demolish any real property improvements on the Property but rather shall rehabilitate and remodel the Property as required hereunder. Redevelopment shall proceed in four phases:

Phase 1.

The first phase of redevelopment shall be the 407 Broadway Property, which shall be transferred to Developer on or before January 31, 2017. Developer shall make application to the Missouri Neighborhood Preservation Act program on or before February 15, 2017. If developer obtains approval of tax credits, Developer shall commence rehabilitation of the structure by May 31, 2018 and complete rehabilitation by December 31, 2020. Completed

Upon transfer of the 407 Broadway Property, Developer will be allowed access to the 410 Broadway Property to salvage any materials useable by Developer for rehabilitation of the 407 Broadway Property or other Properties. Developer shall complete salvage activity by September 1, 2018, after which the LCRA will demolish the remainder of the structure. LCRA will retain the 410 Broadway Property for use as parking for the 408 Broadway Property if Developer proceeds with the rehabilitation of 408 Broadway as provided herein. Completed

Phase 2.

The second phase of redevelopment shall be the 409 E Broadway, Property. LCRA has retain qualified contractors to completed abatement of any hazardous substances on these properties. Developer has completed scrapping the usable materials and LCRA has completed the demolition process of 410 E Broadway. (Completed) The 409 E Broadway, Property was transferred to Developer on February 4, 2019. Developer will commence rehabilitation on or before June 1, 2023 and will complete rehabilitation on or before October 1st 2024.

Phase 3.

The third phase of redevelopment shall be the 418 E Broadway Property. The 418 E Broadway Property will be transferred to Developer on or before August 1st 2024, . Developer will commence rehabilitation on or before October 1st, 2024 and will complete rehabilitation on or before December 31, 2025.

Phase 4

The fourth phase of redevelopment shall be the 408 E Broadway Property. LCRA has retain qualified contractors and completed abatement of any hazardous materials on the 408 E Broadway Property. The 408 E Broadway Property will be transferred to Developer on or before December 1st, 2025. Developer will commence rehabilitation on or before June 1st, 2025 and

will complete rehabilitation on or before December 1st, 2027. The Property at 410 E Broadway shall be developed in conjunction with 408 E Broadway as a parking lot to accommodate parking needs of 408 E Broadway.

Phase 5.

The fifth phase of redevelopment will be the 404 Broadway, 414 Broadway, and 417 Broadway Properties, all of which are currently vacant lots. A market evaluation will be conducted by June 30, 2027 before new construction begins. If the market evaluation supports the need for new construction, these properties will be transferred by LCRA to Developer on or before January 1, 2026. Developer will commence construction of new single family residence(s) on or before May 1, 2028. The Developer will complete construction on or before June 30, 2030. The Developer may contract with a mutually agreed upon Builder to complete new construction.

1.8 Certificate of Compliance. Upon completion of the rehabilitation of each Property as required under Section 1.7 above, Developer shall certify to the City, in writing, that Developer has performed each and every Developer's Obligation and has satisfied all of the requirements of this Agreement. Upon receipt of such certification, LCRA shall investigate the matters certified and may find that Developer has complied with the Developer's Obligations. Upon a finding by LCRA that the Developer's Obligations have been satisfied, LCRA shall issue a Certificate of Compliance evidencing such satisfactions, such Certificate shall be recorded with the Office of the Recorder of Deeds, and LCRA's Reversionary Interest shall automatically terminate as to the specific Property for which a Certificate of Completion has been issued.

ARTICLE 2: NPA APPROVAL, OTHER FINANCING AND CITY ASSISTANCE

2.1 NPA Approval. Developer shall not be obligated to close this transaction unless Developer, at its sole cost and expense (including the posting of any fiscal requirements), shall have obtained the approval of Missouri Neighborhood Preservation Act program tax credits sufficient in Developer's judgement to proceed with redevelopment ("NPA Approval"). Developer shall execute all documents and take all actions required to apply for and obtain the NPA Approval. These actions shall include but not be limited to submitting its application for the NPA Approval by December 31, 2019. If Developer, using its reasonable best efforts, was not successful in obtaining the NPA Approval, LCRA, upon Developer notifying LCRA, in writing, that Developer was not successful and that Developer, in good faith, will continue to seek NPA Approval, or other tax credit programs, LCRA agrees to extend this Agreement and the Closings to allow Developer to reapply.

2.2 Failure to Obtain NPA Approval. If, during the process of applying for the NPA Approval, Developer shall reasonably determine that the NPA Approval will not be granted, then Developer shall notify LCRA, and Developer or LCRA may terminate this Agreement by written notice to other party, in which event all further rights and obligations of the parties under this

Agreement shall terminate, except for any obligations which by their terms survive any termination of this Agreement.

2.3 Other Financing. LCRA understands that Developer may obtain financing to rehabilitate the Property to satisfy the Developer's Obligations. LCRA may, in its sole and absolute discretion, waive LCRA's Reversionary Interest in connection with such financing subject to terms and conditions acceptable to LCRA, in its sole and absolute discretion.

2.4 City Assistance. The City of Excelsior Springs ("City") will provide the following additional assistance to Developer:

(a) The City will install new water and sewer service lines from existing mains to each structure at the expense of the City, and waive meter and sewer connection fees. The City will coordinate with Developer to install these lines in accordance with Developer's schedule for rehabilitation work.

(b) The City will proceed with application to establish the area including the Property as a National Historic District and will use its best efforts to obtain this designation, subject to obtaining adequate grants of assistance.

(c) The City will transfer ownership of the vacant property generally known as 401 E. Broadway Avenue to the Developer, and will cooperate with Developer in determining appropriate use of this tract for historic district signage and landscaping as an entryway to Developer's project.

ARTICLE 3: RISK OF LOSS

3.1 LCRA's Obligations. Developer acknowledges that LCRA has no obligations to pay and discharge any liabilities whatsoever relating to the Property.

3.2 Deteriorating Condition of Property. Developer realizes and accepts that the Property is in a deteriorating condition and the Property will continue to deteriorate.

ARTICLE 4: CLOSING

4.1 Closings and Closing Dates. The consummation of the transactions contemplated herein ("Closings") shall occur on the Closing Date at the offices of an escrow agent mutually selected by the parties (the "Escrow Agent").

4.2 Conditions to the Parties' Obligations to Close. In addition to all other conditions set forth herein, the obligation of LCRA, on the one hand, and Developer, on the other hand, to consummate the transactions contemplated hereunder shall be contingent upon the following:

(a) The other party's representations and warranties contained herein shall be true and correct as of the date of this Agreement and the respective Closing Dates. For purposes of this clause (a), a representation shall be false if the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation;

(b) As of each Closing Date, the other party shall have performed its obligations hereunder to be performed prior to Closing and all deliveries to be made at Closing have been tendered;

(c) There shall exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against the Developer that would materially and adversely affect the Developer's ability to perform its obligations under this Agreement; and

(d) There shall exist no pending or threatened action, suit or proceeding with respect to the other party before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby.

So long as a party is not in default hereunder, if any condition to such party's obligation to proceed with the Closings hereunder has not been satisfied as of the Closing Date, such party may, in its sole discretion, terminate this Agreement by delivering written notice to the other party on or before the Closing Date, or elect to close, notwithstanding the non-satisfaction of such condition, in which event such party shall be deemed to have waived any such condition. In the event such party elects to close, notwithstanding the non-satisfaction of such condition, there shall be no liability on the part of any other party hereto for breaches of representations and warranties of which the party electing to close had actual knowledge at the Closing. Nothing in the foregoing shall relieve a party from any liability it would otherwise have if the failure of a party to satisfy a condition also constitutes a default by such party hereunder.

4.3 Title. LCRA shall provide to Developer marketable title via a Special Warranty Deed. It is agreed that in addition to LCRA's Reversionary Interest, this Agreement, the standard exceptions and all covenants, declarations, restrictions, reservations, zoning laws and ordinances, easements, party wall agreements, and community contracts of record as of the date of Closing and all taxes, general and special, and all assessments owing at the date of Closing (collectively, the "Permitted Exception") shall not constitute a valid objection on the part of the Developer.

4.4 LCRA's Deliveries in Escrow. At least three business days prior to the Closing Date, LCRA shall deliver in escrow to the Escrow Agent the following:

(a) Deed. A special warranty deed in form reasonably acceptable to the parties, executed and acknowledged by LCRA, conveying to Developer fee simple title to the Property, subject to all Permitted Exceptions, including LCRA's Reversionary Interest (the "Deed"); and

(b) Additional Documents. Any additional documents that Developer, the Escrow Agent or the title company mutually selected by the parties ("Title Company") may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

4.5 Developer's Deliveries in Escrow. Except as expressly set forth below, at least three business days prior to the Closing Date, Developer shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price. On or before the Closing Date, applicable costs and expenses due to be deposited by Developer with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account;

(b) State Law Disclosures. Such disclosures and reports required by applicable state and local law in connection with the conveyance of real property; and

(c) Additional Documents. Any additional documents that LCRA, the Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

4.6 Closing Statements/Escrow Fees. At least three business days prior to the Closing Date, LCRA and Developer shall execute closing statements consistent with this Agreement in form required by the Escrow Agent and shall deposit such closing statements with the Escrow Agent. The Escrow Agent's escrow fee shall be paid by Developer.

4.7 Title Policy. Developer shall obtain, at its own cost and expense, a title commitment and title policy. The commitment and the policy shall be subject to the Permitted Exceptions which shall include LCRA's Reversionary Interest.

4.8 Possession. LCRA shall deliver possession of the Property to Developer at the Closing subject only to the Permitted Exceptions which shall include LCRA's Reversionary Interest.

ARTICLE 5: PRORATIONS AND OTHER EXPENSES

5.1 Prorations. Developer acknowledges that LCRA is a tax-exempt entity and that LCRA's properties while held by LCRA are not subject to taxation. No taxes, assessments or other impositions shall be prorated. Developer shall be solely responsible for all taxes, assessments and other impositions whether relating to a date prior to or after the Closing Dates.

5.2 Sales, Transfer, and Documentary Taxes. Developer shall pay all sales, gross receipts, compensating, stamp, documentary, transfer, deed or similar taxes and fees imposed in connection with this transaction under applicable local or state law.

5.3 Commissions. LCRA and Developer represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction.

5.4 Legal Fees. Each party shall pay its own legal fees associated with the negotiation of this Agreement and the transactions contemplated herein.

5.5 Other Expenses. Developer shall pay all title insurance costs, recording fees and all closing and other costs. Unless otherwise expressly agreed in writing between LCRA and Developer, no other expense related to the transfer of title, ownership or operation of the Property shall be charged to or paid or assumed by LCRA, whether allocable to any period before or after the Closings.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 LCRA's Representations and Warranties. As a material inducement to Developer to execute this Agreement and consummate this transaction, LCRA represents and warrants to Developer that:

(a) Authority. The persons signing this Agreement on behalf of LCRA are authorized to do so. This Agreement has been, and the documents to be executed by LCRA pursuant to this Agreement will be, authorized and properly executed and does and will constitute the valid and binding obligations of LCRA, enforceable against LCRA in accordance with their terms.

(b) Pending Actions or Proceedings. There is no action or proceeding pending or, to LCRA's knowledge, threatened against or relating to the Property which challenges or impairs LCRA's ability to execute or perform its obligations under this Agreement.

(c) Condemnation. LCRA knows of no condemnation or eminent domain proceedings pending or threatened against the Property or any part thereof.

6.2 Developer's Representations and Warranties. As a material inducement to LCRA to execute this Agreement and consummate this transaction, Developer represents and warrants to LCRA that:

(a) Authority. Developer has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the actions required hereunder. This Agreement and all of the documents to be executed by Developer pursuant to this Agreement have been and will be authorized and properly executed and will constitute the valid and binding obligations of Developer, enforceable in accordance with their terms. The persons signing this Agreement on behalf of LCRA are authorized to do so.

(b) Conflicts and Pending Action. There is no agreement to which Developer is a party or to Developer's knowledge binding on Developer which is in conflict with this Agreement. There is no action or proceeding pending or to Developer's knowledge, threatened, against Developer which challenges or impairs Developer's ability to execute or perform its obligations under this Agreement.

6.3 Representations and Warranties. The representations and warranties set forth in this Article are made as of the date of this Agreement and are remade as of the Closing Date. Each party agrees to defend and indemnify the other against any claim, liability, damage or expense asserted against or suffered by such other party arising out of the breach or inaccuracy of any such representation or warranty.

ARTICLE 7: DEFAULT AND REMEDIES

7.1 Event of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) if Developer defaults in the performance of any covenant or obligation under Section 1.7 of this Agreement or if a party shall default in the performance of any other covenant or obligation under this Agreement, and such default shall continue for a period of twenty (20) days after notice thereof from the other party; provided, however, that if such default is of such a nature that it can be cured but cannot be cured within twenty (20) days, then such defaulting party shall have such additional time to cure such default as may be necessary (but in no event to exceed a total of 60 days, including such 20 day period), if such party commences to cure such default within said twenty (20) day period and thereafter pursues such cure with diligence and continuity to completion; or

(b) the Developer shall become insolvent or unable to pay its debts as they mature, shall voluntarily suspend transaction of its business, shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Developer, or shall make a general assignment for the benefit of creditors, or shall take any corporate action in furtherance of any of the foregoing; or

(c) if a proceeding shall have been instituted in a court in respect to the Developer: (1) seeking a decree or order for relief in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (2) seeking the appointment of a receiver, liquidator, trustee (or other similar official) for any of them or for any substantial part of their respective properties; (3) for the winding-up or liquidation of their respective affairs; and if any such proceeding shall remain undismissed or unstayed and in effect for a period of 30 days or such court shall enter a decree or order granting the relief sought in such proceeding; or

(d) if the existence of any entity to which this Agreement has been lawfully assigned shall be terminated.

7.2 Remedies Upon an Event of Default. Upon the occurrence of any Event of Default, one or more of the following may be immediately undertaken (1) enforcing specific performance of the terms and conditions of this Agreement; and/or (2) seek any and all other legal or equitable remedies.

ARTICLE 8: MISCELLANEOUS

8.1 Parties Bound. The party executing this Agreement as Developer, Peppard Seed & Company LLC, a Missouri limited liability company, is the permitted assignee of Gary Sanson and Kim McElwee Sanson, and may further assign this Agreement to any duly formed and validly existing legal entity that is wholly owned and controlled by Developer, provided written notice of the assignment shall be provided to LCRA ten (10) days prior to the effective date of the assignment. Neither party may otherwise assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. No assignment shall relieve the assignor of any obligation under this Agreement whether arising before or after such assignment.

8.2 Headings. The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

8.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

8.4 Governing Law. This Agreement and said other instruments shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of Missouri without regard to conflict of law statutes.

8.5 Survival. The provisions of this Agreement that contemplate performance after the Closings and the obligations of the parties not fully performed at the Closings shall survive the Closings and shall not be deemed to be merged into or waived by the instruments of Closing.

8.6 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

8.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

8.8 Time. Time is of the essence in the performance of this Agreement.

8.9 No Brokerage Fee. The parties each represent to the other that there are no claims for brokerage or other commissions or finder's or other similar fees in connection with the transactions contemplated by this Agreement, and each party hereby indemnifies and agrees to hold the other harmless against and from any and all liability, cost, loss, damage and expense, including without limitation reasonable attorneys' fees, based upon or arising from any such claims.

8.10 Attorneys' Fees. Should any party employ attorneys to enforce any of the provisions hereof, the prevailing party shall be entitled to recover all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.

8.11 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to LCRA: City of Excelsior Springs, Missouri
Land Clearance For Redevelopment Authority of Excelsior Springs, Missouri
Hall of Waters
201 East Broadway
Excelsior Springs, Missouri 64024
Attention: City Manager

With a copy to: Paul Campo
Williams & Campo
400 SW Longview Blvd, Ste 210
Lee's Summit, MO 64081

If to Developer: Peppard Seed & Company LLC
704 N. Kimball
Excelsior Springs, Missouri 64024

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier, or (c) sent by personal delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

8.12 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

8.13 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties at Closings, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense except as contemplated hereunder, on or after the Closings any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property as required hereunder.

8.14 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

8.15 Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds and the Developer's Obligations and LCRA's Reversionary Interest shall be covenants running with the land.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

"LCRA"

LAND CLEARANCE FOR
REDEVELOPMENT AUTHORITY OF
EXCELSIOR SPRINGS, MISSOURI

By: Sharon Powell
Sharon Powell, Chairman

"DEVELOPER"

Peppard Seed & Company LLC

By: Katelyn Anderson
Jay R. [Signature]

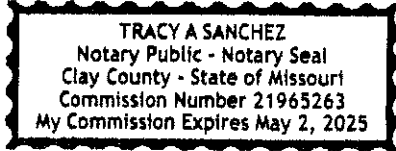
Printed Name:
Title:

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 21 day of February, 2023, before me appeared Sharon Powell to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri, a body public and corporate of the State of Missouri and that the seal affixed to foregoing instrument is the corporate seal of said body, and that said instrument was signed and sealed in behalf of said body, by authority of its Board of Directors; and said Chairman acknowledged said instrument to be the free act and deed of said body.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Tracy A. Sanchez
Notary Public

Printed Name: Tracy A. Sanchez

My Commission Expires:

May 2, 2025

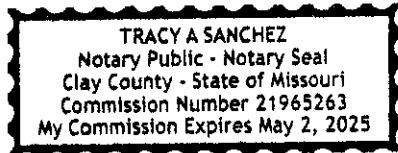
COMPANY ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

Kimberly Ann Sanson

On this 21 day of February, 2023, before me appeared Gary Ray Sanson
the members of Peppard Seed & Company LLC, who is personally known to me to be
the same person who executed, as such official, the within instrument on behalf of said
commission, and such person duly acknowledged the execution of the same to be the act and deed
of said commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
City of Excelsior Springs and State aforesaid, the day and year first above written.



Tracy A. Sanchez
Notary Public

Printed Name: Tracy A Sanchez

My Commission Expires:
May 2, 2025

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

401 E Broadway Avenue:

A tract of land described as follows: Beginning at the Northeast corner of Lot 4, Block 1, CRAVER AND BATES ADDITION, to the City of Excelsior Springs, Clay County, Missouri thence South to a point on the East line of Lot 4, which point is 52.65 feet North of the Southeast corner of Lot 4, Block 1, CRAVER AND BATES ADDITION; thence Westerly to a point which is 5.8 feet West of the West line of Lot 3, Block 1, CRAVER AND BATES ADDITION, which point is 56.85 feet North of the South line of Lot 2, Block 1, in said addition; thence North and parallel to the East line of said Lot 2, Block 1, CRAVER AND BATES ADDITION, to the South line of Broadway Street, thence East to the place of beginning.

404 E. Broadway Avenue:

Commencing at a point that is 80 feet West of the Southwest corner of Lot 1, Block 2, CRAVER AND BATES ADDITION to the City of Excelsior Springs, Missouri, and on the North line of Broadway Street, running thence North 70 feet, thence West 37 feet, thence South 70 feet, thence East 37 feet to the point of beginning, and being also known as Excelsior Springs City Blocks Lot 6, Block 83.

407 E. Broadway:

All of Lots 5 and 6, Block 1, in CRAVER AND BATES ADDITION, to the City of Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof.

408 E. Broadway Avenue:

Beginning at the Southwest corner of Lot 1, in Block 2, CRAVER AND BATES ADDITION, to the City of Excelsior Springs, Clay County, Missouri, thence West along the North line of Broadway Street 40 feet; thence North 70 feet; thence East along the South line of the Alley 40 feet to the West line of said Lot 1; thence South 70 feet to the Place of Beginning, being a part of City Block 83, Excelsior Springs, Clay County, Missouri.

410 E. Broadway Avenue:

All of the South 80 feet of Lots 1 and 2, CRAVER AND BATES ADDITION to the City of Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof.

414 E. Broadway Avenue:

Tract I:

Beginning at the Southwest corner of Lot 3, Block 2, CRAVER AND BATES ADDITION to the City of Excelsior Springs, Missouri, running thence North along the West line of said Lot 3, in Block 2, in said CRAVER AND BATES ADDITION a distance of 59.5 feet; thence Easterly on a line parallel to the North line of Broadway Street, a distance of 35 feet, thence South 59.5 feet to a point 10 feet East of the Southeast corner of Lot 3, Block 2, CRAVER AND BATES ADDITION; thence West with the North line of Broadway Street a distance of 35 feet to the Point of Beginning. Said tract of land being a part of Lot 2, a fractional part of Lot 4, all in Block 2, said CRAVER AND BATES ADDITION to the City of Excelsior Springs, Clay County, Missouri.

Tract II:

All of Lot 3 and the West 10 feet of Lot 4, Block 2, CRAVER AND BATES ADDITION to the City of Excelsior Springs, Clay County, Missouri, EXCEPT the following described tract of land to-wit: Beginning at the Southwest corner of Lot 3, Block 2, and running North along West line of said Lot 3, a distance of 59.5 feet; thence Easterly on a line parallel to the North line of Broadway 35 feet; thence South 59.5 feet to a point 10 feet East of the southeast corner of Lot 3, Block 2, thence with the North line of Broadway, West 35 feet to the Point of Beginning, all in CRAVER AND BATES ADDITION, to the City of Excelsior Springs, Clay County, Missouri.

409 E. Broadway Avenue:

All of lots 7 and 8, Block 1, CRAVER AND BATES ADDITION, an addition in and to the City of Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof.

417 E. Broadway Avenue:

Tract I:

All of the West 10 feet of Lot 13; all of Lot 12, and the East 11 feet of Lot 11, all in Block 1 in CRAVER AND BATES ADDITION to the City of Excelsior Springs, Missouri.

Tract II: (also known as 0 E. Broadway Avenue)

A tract 38 feet by 40 feet as follows: Beginning at a point 10 feet East of the Southwest corner of Lot 13, Block 1, CRAVER AND BATES ADDITION to Excelsior Springs, Missouri, running thence West 38 feet; thence South 40 feet; thence East 38 feet; thence North to place of beginning, being part of Lot 16, Block 2, SARATOGA ADDITION to Excelsior Springs, Missouri.

418 E. Broadway Avenue:

All of the East 15 feet of Lot 4, and All of Lots 5 and 6; and the West 10 feet of Lot 7, all in Block 2, CRAVER AND BATES ADDITION to the City of Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof.

ANNUAL REPORT 2025

**Downtown Excelsior Springs:
A Destination.
A Community.
A Home.**

A 2025 Nationally & State
Accredited Main Street
America Program



A YEAR OF MOMENTUM

The past year was a defining chapter for Downtown Excelsior Springs. A chapter shaped by momentum, measurable progress, and the kind of teamwork that turns good ideas into real change. As we reflect on this year's work, one thing is clear: revitalization doesn't happen because one organization works hard. It happens because an entire community chooses to build something together.

Throughout the year, the Downtown Excelsior Partnership, Inc. worked alongside an engaged board, dedicated volunteer teams, committed local businesses, and trusted partners to strengthen our district from every angle. We supported small businesses through targeted economic vitality initiatives, elevated our downtown experience through beautification and design efforts, and continued to position Excelsior Springs as a destination through intentional promotion. This work shows up in the everyday details. Stronger partnerships, fuller sidewalks, new investments, and a downtown story that more people are proud to be a part of.

We are also proud of the behind the scenes work that most people never see. DEP's action plan reflects dozens of moving parts led by volunteers. Events, marketing campaigns, business recruitment and support, design planning, grant pursuits, data tracking, and long-range project development. That kind of consistency is what creates stability for a district and the confidence to take on bigger goals.

This annual report is both a celebration and a snapshot of that progress. It reflects a year of collaboration and forward motion, while also acknowledging what we already know to be true: the work is far from finished. As we look ahead, our focus remains on public improvements that elevate the visitor experience, tools and programs that help businesses thrive, and partnerships that expand our capacity to deliver big on district goals.

To our investors, donors, sponsors, volunteers, city partners, and business community: thank you! Your support fuels this mission, your belief strengthens the work, and your involvement is what keeps Downtown Excelsior Springs moving forward. We are proud of what we've accomplished together, and even more excited about where we're headed next.

Sincerely,



Executive Director
Downtown Excelsior Partnership, Inc.
exec@visitesprings.com
816.719.9912



ABOUT THE DOWNTOWN EXCELSIOR PARTNERSHIP

DEP is a community supported and volunteer driven organization for people of all walks of life who are working together to revitalize Downtown Excelsior Springs. We are united in our efforts to build a special place that future generations will be proud to call their home. We have a deep-rooted love for Excelsior Springs, an affection for its history and a passion for creating a fun, economically vibrant and visually compelling downtown.

MISSION & VISION



DEP's mission is to revitalize Downtown Excelsior Springs into a place where local businesses flourish, residents feel a deep sense of pride, and visitors can't wait to explore.

DEP's vision is to create a vibrant, thriving downtown that seamlessly blends the charm of our historic past with the energy of exciting new opportunities.

MEET THE 2025-2026 DEP BOARD OF DIRECTORS

The DEP Board of Directors is made up of volunteer and recognized leaders across many areas of expertise. They represent the broad diversity of our business district and contribute a significant amount of time, talent and energy to further the mission of the organization.



Nate Williams
Board President



Jeanine Stubbs
Board Vice President



Allen Amos
Board Secretary



Jill Rickart
Board Treasurer



Keith Hudson
Board Member



Brenda Kilgore
Board Member



Jason Van Till
Board Member



Reggie St. John
City Liaison



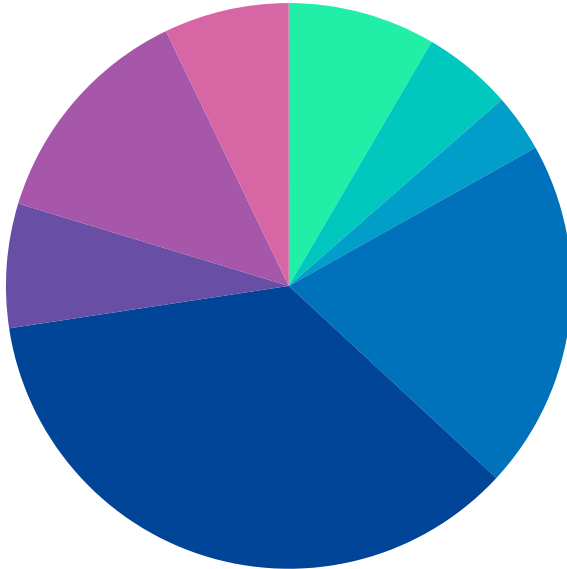
Lyndsey Baxter
Executive Director

FINANCIAL SUMMARY

For every \$1 invested by the City of Excelsior Springs in the PSA, DEP raised an additional \$11.86.

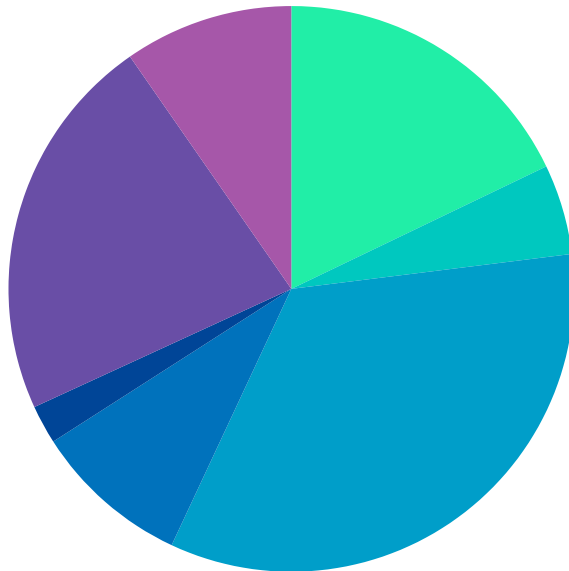
Over \$8.3 Million in reported taxable retail sales in 2025, a 16.5% increase compared to 2024 and a 142% increase since 2014 & CID established.

Average Spend of \$25.05/Visit and \$90.76/Visitor



INCOME

- 8.4% - City Support
- 5.1% - Memberships
- 3.3% - Donations
- 20.0% - Grants
- 35.7% - Events
- 7.1%- Sponsors
- 13.1% - Tax Revenue
- 7.2% - Other



EXPENSES

- 17.9% - Beautification
- 5.2% - Economic Vitality
- 33.9% - Events/Marketing
- 9.0% - Operating Expenses
- 2.2% - Main Street
- 22.2% - Salaries
- 9.7% - Visitor Center

Nearly \$133,000 Spent Marketing the Downtown District in 2025 Through Publications & Events

Over \$70,000 Spent on Downtown Beautification

Over \$20,000 Spent on Economic Vitality Initiatives to Support Small Businesses

REINVESTMENT STATISTICS

The Average Price Per Square Foot Increased to \$5.88/Year
11,391 Volunteer Hours is equivalent to \$396,292.89



8.32 MILLION

Reported Taxable Dollars In
Retail Sales In CID District



31,000

Visits During DEP Signature
Events in Downtown



\$2.9 MILLION

Spent In Private Building
Improvements



11,391

Volunteer Hours
Donated to DEP



WWW.VISITEXCELSIOR.COM

SOCIAL REACH STATISTICS

Through the Visit Excelsior tourism website and our social media platforms, we consistently promoted Excelsior Springs' events, businesses, and visitor experiences, keeping our community informed and helping travelers plan their visits year-round.



243,274

Visit Excelsior
Website Visitors



1,531,949

Visit Excelsior Website
Pages Viewed



4,363,519

Views On Downtown
Social Media Channels



2,171

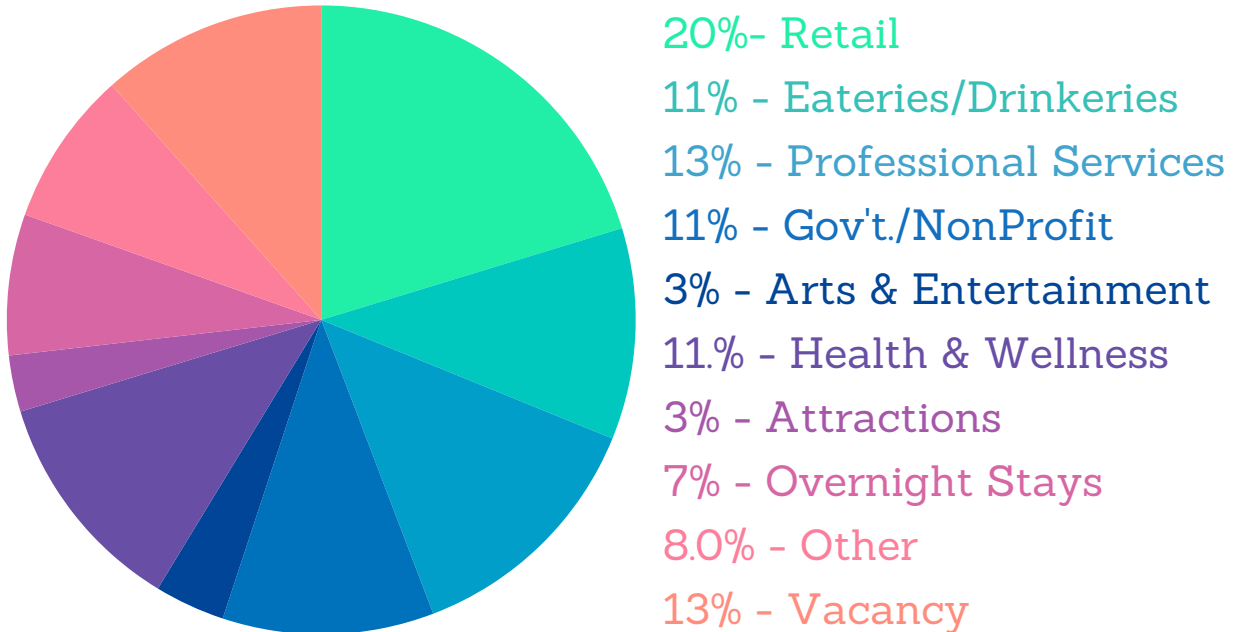
New Social
Media Followers



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DOWNTOWN EXCELSIOR BUSINESS MIX

There are currently 104 businesses located within Downtown Excelsior Springs.



When comparing end of year 2025 to end of year 2024 business mix, the following can be concluded...

Business openings and closures resulted in a total gain of 5 new businesses in the downtown district

The average price per square foot increased from \$5.65 to \$5.88

Of the 13% vacancy rate, 37% will be occupied in 2025, 19% are under construction, 44% are available for lease or for sale, 25% have no plans of construction or tenancy

DEP VOLUNTEER TEAMS

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Design



Economic Vitality



Organization



Promotion



BBQ & Fly-In



Home Brew



Christmas



Opal Wapoo



Website

2025 ACTION PLAN

99 Volunteer Led Projects, Events & Initiatives in 2025

Design Committee

Downtown Kiosks
 Downtown Planters
 Façade Grants
 Memory Tree

Hardscape Pocket Park Design
 Historic Preservation Month
 Holiday Décor
 Lithia Landing

Mini Mural Series
 Streetscape Plan
 Wayfinding Plan
 Well Walking Tour

Economic Vitality Committee

CDBG Interest Intake
 CEC Application Partner
 Low Interest Loans
 Meet The Business
 Placer.ai Event Reports
 Downtown Visitation Data

Shopping & Dining Guides
 Business Newsletters
 Thrive EV Task Force
 Event Economic Impact Reports
 Market Available Real Estate

Individual Business Placer
 Reports
 Building & Business Inventory
 Assist Potential Business &
 Property Owners
 Business Directory

Organization Committee

Annual Agreements
 CID Agreement
 IRA Grant Partner Applicant
 City Grants
 ARPA Grants
 Annual Report
 Missouri Art Council Grant
 MMSC Award Nominations
 Capitol Day
 Action Planning
 Annual Sponsors

Event Insurance
 Gift Certificates
 Giving Tuesday Fundraiser
 In the Know DEP Page
 Invest
 Logo Rebranding
 Merchant Mingles
 Newsletters
 Updated Policies & Procedures
 Press Releases
 Public Relations
 CEC Conference

Volunteer Recognition
 Visitor Center Operation
 Organizational Filings
 Trolley Public Service
 Agreement
 Main Street Presentations
 MMSC Training & Conferences
 National Annual Assessment
 Budget Development
 City Professional Services
 Agreement

Promotion Committee

Annual DEP Dinner
 BBQ & Fly-In
 Chocolate Tour
 Christmas
 City Wide Pole Mounts
 Cocktails & Candy Canes
 Downtown Blogs
 Elf Factory
 Event Marketing Plans
 Event Participation Policy
 Event Sponsorships
 Event Videography
 Experience Excelsior Trip
 Planner
 Google Ads

Hall of Trees
 Holiday Homes Tour
 Home Brew
 Lane of Lights
 Lighted Christmas Parade
 Lyrics on the Lawn
 Missouri Tourism Listings
 Mistletoe Market
 Mug Shots
 On The Rocks
 Opal Wapoo
 Pictures with Santa
 Print Marketing

Sippin' Into Springtime
 Small Business Saturday
 Social Media Ads
 Spring Open Houses
 Tourism Marketing Plan
 Visit Excelsior Website
 Maintenance
 Website ADA Compliance
 Update
 Website and Trip Planner Ad
 Sales
 Wine Festival
 Witch Way to the Wine
 YouTube Ads

PLANS FOR 2026

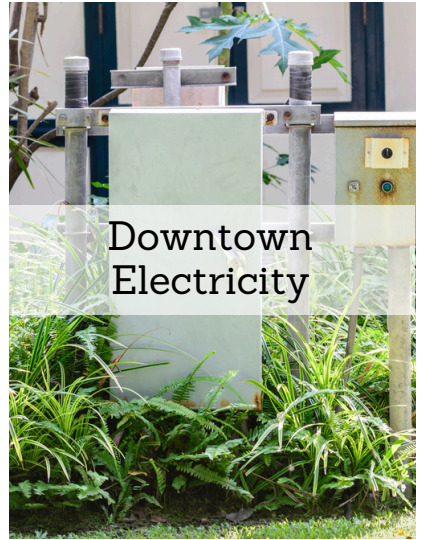
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Wayfinding Signage



CDBG Program



Downtown Electricity



Business Seminars



World Cup 2026



Event Expansions



BBQ World Cup Qualifier



Partnership Expansion



Adding Staff