

## NOTICE OF OPEN MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, May 4, 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, May 4, 2026  
Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs MO

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#### CALL TO ORDER

Opening - Pastor Shannon Greene of the First United Methodist Church

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.

1. Minutes of the Regular City Council Meeting of April 20, 2026

#### CONSIDERATION OF AGENDA

1. Proclamation - Teacher Appreciation Week
2. Proclamation - National Nurses Week
3. Proclamation - National Hospital Week
4. Proclamation - Older American's Month
5. Proclamation - National Preservation Month

6. Proclamation - Building Safety Month
  7. Proclamation - Local Government Week
  8. Public Hearing - 353 Tax Abatement for 409 E Broadway Ave.
  9. Consideration of Redevelopment Agreement for 409 E Broadway Avenue - Ordinance No. 26-05-01
  10. Consideration of the Execution of a Special Warranty Deed Conveying Real Property Located at 401 E Broadway and to Execute a Declaration of Sign Easement Associated Therewith - Resolution No. 1657
  11. Consideration of Amendment to the Zoning Regulations Regarding Drive-Thru Marijuana Dispensaries - Ordinance No. 26-03-01 (*previously tabled*)
  12. Consideration of Reserving a General Utility Easement and Vacating Certain Public Rights-Of-Way Located in the Original Town of Excelsior Springs, Clay County, Missouri - Ordinance No. 26-05-02
  13. Consideration of Readopting the Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Officials - Ordinance No. 26-05-03
  14. Consideration of a Contract with Athco Acquisition Corp. for the Boundless BackYard Construction and Installation Project - Resolution No. 1658
  15. Presentation - ESPRCC Annual Report 2026
  16. Remarks - City Manager
  17. Remarks - City Council
  18. Remarks - Mayor
- Motion to Go Into CLOSED SESSION Pursuant to Sections 610.021.1 and 610.021.2, RSMo.
19. 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 30, 2026 at 4:00pm**

CITY COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
April 20, 2026

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 PM, on Monday, April 20, 2026 in the Council Chambers of the Hall of Waters Building located at 201 E. Broadway Street.

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 John McGovern, and Councilman Gary Renne.

VISITORS:     None.

MINUTES OF THE LAND CLEARANCE REDEVELOPMENT AUTHORITY MEETING OF APRIL 6, 2026:

Councilman Spear made a motion to approve the minutes of the Land Clearance Redevelopment Meeting of April 6, 2026. Motion was seconded by Councilman Renne. All in favor; motion carried.

Minutes of the Land Clearance Redevelopment Meeting of April 6, 2026 passed and approved April 20, 2026.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 6, 2026:

Mayor Pro Tem St. John made a motion to approve the minutes of the Regular City Council Meeting of April 6, 2026. Motion was seconded by Councilman Spear. All in favor; motion carried.

Minutes of the Regular City Council Meeting of April 6, 2026 passed and approved April 20, 2026.

CONSIDERATION OF AGENDA:

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

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

Nays:   None, motion carried.

The agenda passed and approved April 20, 2026.

PROCLAMATION TO HONOR COUNCILMAN GARY RENNE:

Mayor Spohn read aloud and presented the Proclamation honoring Councilman Gary Renne.

Councilman McGovern commented that Gary Renne is someone you can count on. He has brought us many votes so conferences come to our city. He is excellent at promoting.

Councilman Spear recognizes Gary Renne for having complete and total passion during his years of service; your heart has never changed in that respect and he is definitely someone you can always count on.

Mayor Pro Tem St. John remembers when him and Gary Renne walked around for a project, Gary made it all happen.

Mayor Spohn remembers Gary for inviting him to church; it changed me and lead me to Christ. It was a lifesaver and I will never forget it.

ORDINANCE NO. 26-04-07, ACKNOWLEDGING AND DECLARING THE RESULTS OF THE ELECTION HELD ON APRIL 7, 2026:

Mayor Spohn read by title Ordinance No. 26-04-07.

Councilman Renne made a motion to place Ordinance No. 26-04-07 Acknowledging and Declaring the Results of the Election held on April 7, 2026 on second reading. Councilman Spear seconded.

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

Nays: None, motion carried.

Councilman Renne made a motion to approve Ordinance No. 26-04-07 Acknowledging and Declaring the Results of the Election held on April 7, 2026. Councilman McGovern seconded.

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

Nays: None, motion carried.

Ordinance No. 26-04-07 passed and approved April 20, 2026.

ADMINISTER OATH OF OFFICE TO NEW CITY COUNCIL MEMBERS:

The "Oath" was administered by Shannon Stroud, City Clerk to Re-Elected Reggie St. John and to Newly Elected Sonya Morgan. Sonya Morgan took Gary Renne's seat at the Council Bench.

ROLL CALL – NEW CITY COUNCIL MEMBERS:

Present: Councilman McGovern  
Councilman Spear  
Councilman Spohn  
Councilman St. John  
Councilwoman Morgan

Absent: None.

ELECTION OF MAYOR:

Councilman McGovern nominated Sonya Morgan for Mayor. Councilwoman Morgan accepted the nomination. Councilman Spear nominated Councilman Mark Spohn. Councilman Spohn accepted the nomination. There were no further nominations for Mayor and nominations are closed.

Shannon Stroud, City Clerk asked for votes; those voting in favor of Sonya Morgan, please raise your hand.

Shannon Stroud, City Clerk asked for votes; those voting in favor of Mark Spohn, please raise your hand.

Sonya Morgan received 4 votes and Mark Spohn received 1 vote.

Sonya Morgan has been selected Mayor for one (1) year.

ELECTION OF MAYOR PRO-TEM:

Councilman Spohn nominated Reggie St. John for Mayor Pro-Tem. There were no further nominations for Mayor Pro-Tem and nominations are closed.

Shannon Stroud, City Clerk asked for votes; those voting in favor of Reggie St. John, please raise your hand.

Reggie St. John received 5 votes for Mayor Pro Tem.

Reggie St. John was elected as Mayor Pro-Tem for a period of one (1) year.

ROLL CALL – NEW CITY COUNCIL MEMBERS:

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

Absent: None.

RESOLUTION NO. 1655, CONSIDERATION OF SERVICE AGREEMENT WITH IWORKQ Systems INC:

Mayor Morgan read by title Resolution No. 1655.

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

Councilman Spohn made a motion to approve Resolution No. 1655 approving a service agreement with iWorQ Systems Inc. Motion was seconded by Mayor Pro Tem St. John.

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

Nays: None, motion carried.

Resolution No. 1655 passed and approved April 20, 2026.

CONSIDERATION OF APPROVAL FOR LIQUOR LICENSE RENEWAL:

Mayor Morgan read by title the consideration.

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

Mayor Pro Tem St. John made a motion for approval to grant City liquor licenses to thirty-six (36) businesses to sell intoxicating liquors for the 2026/2027 year. Motion was seconded by Councilman Spear.

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

Nays: None, motion carried.

The Consideration of Liquor Licenses Renewal passed and approved April 20, 2026.

CONSIDERATION OF APPROVAL FOR LIQUOR LICENSES FOR NEW BUSINESS:

Mayor Morgan read by title the consideration.

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

Councilman McGovern made a motion for approval to grant the sale of liquor at the Excelsior Springs Mini Market, located at 244 E. Broadway Avenue. Motion was seconded by Councilman Spohn.

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

Nays: None, motion carried.

The Consideration to Grant the sale of Liquor at the Excelsior Springs Mini Market passed and approved April 20, 2026.

RESOLUTION NO. 1656, CONSIDERATION OF ADOPTING MISSOURI BLUE SHIELD PROGRAM:

Mayor Morgan read by title Resolution No. 1656.

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

Councilman McGovern made a motion to approve Resolution No. 1656 demonstrating the City's Commitment to Public Safety including a commitment to Reduce Violent Crime within the City, as part of the State's Blue Shield Program. Motion was seconded by Mayor Pro Tem St. John.

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

Nays: None, motion carried.

Resolution No. 1656 passed and approved April 20, 2026.

MARCH 2026 MONTHLY REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Morgan read by title the March 2026 Revenue Report and Financials for Review.

Vonda Floyd, Finance Director briefed the Council of the March 2026 Revenues and Financials. There is a date that is incorrect for payroll, Vonda will ensure that it gets corrected. City Council Members had no questions.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Melinda Mehaffy:

1. Our Parade of Heart is here and located in the circle drive of the Hall of Waters.
2. Once again, we represented well at the State of the Cities event. We are the only City that does a video. Thank you to the Excelsior Citizen for pulling it together.
3. We have restarted the RAISE grant planning.
4. Dry Fork plantings are happening next week. If you want to know what's being planted, there is an informational board in the Hall of Waters Lobby showing the plants.
5. The Rock House will be demolished. There are plans for utilizing the rocks.
6. A reminder to City Council, it is time to file your financial interest statements if you have not, you have until May 1<sup>st</sup>.
7. Shoutout to employee Preston Washburn for putting out a fire on the way to work – we are thankful for fire extinguishers on city vehicles.
8. Speaking of safety: pricing out a bulk purchase of AEDs to replace our expired AEDs and we will be offering an opportunity for community partners to join us in the purchase. Thank you to Chief Maddick and Alexandria Arnold for working on this project.
9. Sharon Sampsel is retiring on May 1, 2026.
10. Thank you to the Police Department and Fire Department for assisting with the 69 Highway fires.
11. It is Volunteer Appreciation Month; we are thankful for all the volunteers that help fund this city, from Council Members to the volunteers that help beautify our community. Everyone plays an important part.
12. To Sam Logan, Kretz Jeffers, and Charles Lee, thank you for painting the fire hydrants.
13. Proclamations coming up; Older American's Month, Building Safety Month and Historic Preservation Month. Also, a Boundless Back Yard Playground Equipment Award and a PRCC Annual Presentation.

Councilman McGovern:

1. Congratulations to Gary Renne and new Council Members.
2. Nate Williams had another successful Picadilly.
3. The Museum is looking for a new home to hold their sales.

Councilman Spear:

1. There is a meeting on April 22<sup>nd</sup> at the Community Center at 6pm to educate folks on scams.

Councilman Spohn:

1. There are two certificates of recognition; one for Sonya Morgan and one for Reggie St. John. They are from State Representative Mark Meirath. Councilman Spohn read them aloud.

Mayor Pro-Tem St. John:

1. Gary Renne, it has been fun.
2. In recognition of employee's decades of service, Eric Clevenger has been here 18 Years. We appreciate him.

Mayor Morgan:

1. I am honored and humbled to be the Mayor for the next year. I thank Mark Spohn for welcoming me and I look forward to working with everyone again.
2. Let's move forward to adjourn and go into party mode.

MOTION TO ADJOURN:

With no further business at hand, Councilman Spohn made a motion to adjourn the meeting. Councilman McGovern seconded.

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

Nays: None, motion carried.

The Regular City Council meeting of April 20, 2026 adjourned at 6:41 pm.

ATTEST:

\_\_\_\_\_  
SONYA MORGAN, MAYOR

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

# Teacher Appreciation Week

**WHEREAS**, teachers serve as the facilitators of learning and are the mentors that encourage, support, nurture and shape students through guidance and education; and

**WHEREAS**, teachers are the role models who uplift students and unlock their potential through their character, compassion, creativity and resilience; and

**WHEREAS**, our country's success depends upon our educators providing quality education to all students, and in showing our children how to work hard to achieve a successful future; and

**WHEREAS**, teachers spend countless hours preparing lessons, evaluating progress, counseling and coaching students and performing community service; and

**WHEREAS**, over the years, educators have risen to the unprecedented challenges presented, overcoming disruptions in their own lives, while offering support through constant change and uncertainty; and

**WHEREAS**, our community recognizes and supports its teachers in educating the children of this community.

**NOW, THEREFORE, BE IT PROCLAIMED** that the City of Excelsior Springs, Missouri proclaims May 4<sup>th</sup> through May 8<sup>th</sup>, 2026 to be **TEACHER APPRECIATION WEEK**; and City Council and staff strongly encourage all members of our community to join us in personally expressing appreciation to our teachers for their dedication and devotion to their work.

**SO DONE** this 4<sup>th</sup> day of May, 2026.

**SEAL:**

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Sonya Morgan, Mayor

**NATIONAL NURSES WEEK  
PROCLAMATION**

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

Whereas, the depth and breadth of the nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, and are the frontline of the hospitals and emergency rooms, and

Whereas, the American Nurses Association, celebrating its 130th anniversary as the voice for nurses in this country, is working to chart a new course for a healthy nation that relies on increasing access to primary and preventive health care, and better utilization of all our nation’s nursing resources, and

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

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

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

Whereas, the cost-effective, safe, and high-quality health care services provided by nurses will be an increasingly important component of the United States health care delivery system in the future, and

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

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

**SO DONE** this 4th day of May, 2026.

**SEAL:**

\_\_\_\_\_  
Sonya Morgan, Mayor

**Proclamation**  
**NATIONAL HOSPITAL WEEK - May 10-16, 2026**

WHEREAS, National Hospital Week, observed May 10 through May 16, 2026, is a time to recognize the invaluable contributions of hospitals, health systems, and healthcare professionals to the well-being of our community; and

WHEREAS, this year's theme, "*Healing Happens Here*," highlights the collaborative and compassionate efforts of clinical professionals, support staff, administrators, and volunteers who work tirelessly to deliver high-quality, patient-centered care; and

WHEREAS, hospitals are essential pillars of public health, providing lifesaving services, advancing medical innovation, and promoting wellness for all residents of Excelsior Springs and surrounding communities; and

WHEREAS, more than 5,000 hospitals and health systems across the nation serve as critical access points for care, responding to emergencies, supporting preventive health initiatives, and improving quality of life; and

WHEREAS, the City of Excelsior Springs recognizes the extraordinary commitment, resilience, and expertise of physicians, nurses, technicians, therapists, administrative personnel, and all healthcare workers who serve our community each day; and

WHEREAS, this week provides an opportunity to increase public understanding of the complex and essential work performed in hospital settings and to express gratitude for those who make healing possible.

NOW, THEREFORE, I, Sonya Morgan, Mayor of the City of Excelsior Springs, Missouri, do hereby proclaim May 10–16, 2026, as **National Hospital Week** in Excelsior Springs, and encourage all residents to join in recognizing and supporting the dedicated individuals and organizations who make "Healing Happens Here" a reality.

FURTHERMORE, I ask that all residents of this community join me in this effort to help celebrate National Hospital Week by showing support to all health care workers.

**SO DONE** this 4th day of May, 2026.

**SEAL:**

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Sonya Morgan, Mayor

## Older Americans Month 2026

### A PROCLAMATION

Whereas, May is Older Americans Month, a time for us to recognize and honor older adults of Excelsior Springs and the value they bring to every facet of our society; and

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

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

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

Now, therefore, I, Sonya Morgan, Mayor of the City of Excelsior Springs, Missouri, do hereby proclaim May 2026 as Older Americans Month. This year's theme, "Champion Your Health," highlights the importance of prevention, wellness, and taking charge of your own health as you age.

I call upon all residents to join me in recognizing the value and contributions of our older citizens and promoting programs and activities that help them to live longer, healthier lives with dignity and independence – while ensuring that all the members of our community have the opportunity to age safely and successfully.

So done this 4<sup>th</sup> day of May, 2026.

SEAL:

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Sonya Morgan, Mayor



## NATIONAL PRESERVATION MONTH PROCLAMATION

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

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

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

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

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

NOW, THEREFORE, I, Sonya Morgan, Mayor of the City of Excelsior Springs, Missouri, do hereby proclaim May 2026 as **Historic Preservation Month** in Excelsior Springs. I call upon all citizens, businesses, and organizations to join in celebrating our historic heritage, to participate in preservation activities, and to support efforts that ensure the legacy of our city endures for future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Excelsior Springs to be affixed this 4<sup>th</sup> day of May, 2026.

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Sonya Morgan, Mayor

# *Proclamation*

## Building Safety Month – May, 2026

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

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

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

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

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

Whereas “Built to Last” the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

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

NOW, THEREFORE, I, Sonya Morgan, Mayor of The City of Excelsior Springs, do hereby proclaim the month of May 2026 as Building Safety Month.

SO DONE this 4th day of May, 2026.

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Sonya Morgan, Mayor

## **Proclamation – Missouri Local Government Week 2026**

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

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

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

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

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

NOW THEREFORE, I, Sonya Morgan, Mayor of the City of Excelsior Springs, do hereby proclaim May 3 - 9, 2026, to be

### **MISSOURI LOCAL GOVERNMENT WEEK**

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

So done this 4th day of May, 2026.

SEAL:

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Sonya Morgan, Mayor



## 409 E Broadway Ave Estimated Taxes To Be Abated (10 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		
% of tax rate:	0.004465615	0.002664483	0.013530813	0.01128312	0.005626675	0.01128312	0.046427508	0.777939863	0.08111045	0.022834177	0.022834177	0	
Year													
2024	\$8.00	\$4.77	\$24.23	\$20.21	\$10.08	\$20.21	\$83.16	\$1,393.36	\$145.28	\$40.90	\$40.90	\$0.00	\$1,791.09
2025	\$8.16	\$4.87	\$24.72	\$20.61	\$10.28	\$20.61	\$84.82	\$1,421.22	\$148.18	\$41.72	\$41.72	\$0.00	\$1,826.91
2026	\$8.16	\$4.87	\$24.72	\$20.61	\$10.28	\$20.61	\$84.82	\$1,421.22	\$148.18	\$41.72	\$41.72	\$0.00	\$1,826.91
2027	\$8.32	\$4.97	\$25.21	\$21.03	\$10.49	\$21.03	\$86.52	\$1,449.65	\$151.14	\$42.55	\$42.55	\$0.00	\$1,863.45
2028	\$8.32	\$4.97	\$25.21	\$21.03	\$10.49	\$21.03	\$86.52	\$1,449.65	\$151.14	\$42.55	\$42.55	\$0.00	\$1,863.45
2029	\$8.49	\$5.06	\$25.72	\$21.45	\$10.69	\$21.45	\$88.25	\$1,478.64	\$154.17	\$43.40	\$43.40	\$0.00	\$1,900.71
2030	\$8.49	\$5.06	\$25.72	\$21.45	\$10.69	\$21.45	\$88.25	\$1,478.64	\$154.17	\$43.40	\$43.40	\$0.00	\$1,900.71
2031	\$8.66	\$5.17	\$26.23	\$21.87	\$10.91	\$21.87	\$90.01	\$1,508.21	\$157.25	\$44.27	\$44.27	\$0.00	\$1,938.73
2032	\$8.66	\$5.17	\$26.23	\$21.87	\$10.91	\$21.87	\$90.01	\$1,508.21	\$157.25	\$44.27	\$44.27	\$0.00	\$1,938.73
2033	\$8.83	\$5.27	\$26.76	\$22.31	\$11.13	\$22.31	\$91.81	\$1,538.38	\$160.40	\$45.15	\$45.15	\$0.00	\$1,977.50
2034	\$8.83	\$5.27	\$26.76	\$22.31	\$11.13	\$22.31	\$91.81	\$1,538.38	\$160.40	\$45.15	\$45.15	\$0.00	\$1,977.50
2035	\$9.01	\$5.37	\$27.29	\$22.76	\$11.35	\$22.76	\$93.65	\$1,569.15	\$163.60	\$46.06	\$46.06	\$0.00	\$2,017.05
2036	\$9.01	\$5.37	\$27.29	\$22.76	\$11.35	\$22.76	\$93.65	\$1,569.15	\$163.60	\$46.06	\$46.06	\$0.00	\$2,017.05
<b>Total:</b>	<b>\$110.92</b>	<b>\$66.19</b>	<b>\$336.10</b>	<b>\$280.27</b>	<b>\$139.77</b>	<b>\$280.27</b>	<b>\$1,153.25</b>	<b>\$19,323.87</b>	<b>\$2,014.77</b>	<b>\$567.20</b>	<b>\$567.20</b>	<b>\$0.00</b>	<b>\$24,839.80</b>

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



**Tax Abatement Application for 409 E Broadway Ave.**

**Staff: Laura Mize, Neighborhood Specialist**

**City Council Meeting Date: May 4, 2026**

#### **GENERAL INFORMATION**

Application: Tax Abatement Application for a Chapter 353 Tax Abatement for improvements to be made to the house at 409 E Broadway Ave.

Applicants: Jake Osborn

Location: 409 E Broadway Ave

Historic District: Boarding House District

NRHP Status/Category: Contributing

#### **SPECIFIC INFORMATION**

**Project Background:** The property owner plans to repair and paint the exterior siding, add and replace gutters, replace 3-5 windows, complete an interior remodel to include new electrical, new plumbing, and new HVAC, and repair the front porch and columns.

#### **APPROVALS AND PERMITS**

**Historic Preservation Commission:** This project was considered by the HPC on April 8<sup>th</sup> and all aspects of this project were approved. This is a contributing building in the Boarding House Historic District.

**Excelsior Springs Redevelopment Corporation:** The application for tax abatement was reviewed by the ESRC on April 16<sup>th</sup> and was found to meet requirements for tax abatement.

#### **REQUEST**

The applicant is requesting a Chapter 353 Tax Abatement for improvements to be made to the property of 409 East Broadway Ave.

#### **STAFF RECOMMENDATION**

As per the Residential Guidelines for Chapter 353 Tax Abatement Projects, with projected expenditures expected to be \$64,000.00, this project qualifies for 100% abatement for 10 years or for the amount of

expenditures, whichever comes first. Staff finds that this application meets the requirements for tax abatement. Remediation of all blight will be confirmed before final approval of abatement.

<b>ATTACHMENTS</b>
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Exhibit A – Development Agreement

Exhibit B – Tax Impact Analysis

ORDINANCE NO. 26-05-01

AN ORDINANCE APPROVING THE 409 EAST BROADWAY AVENUE 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 409 East Broadway Avenue. 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 409 East Broadway Avenue 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 409 East Broadway Avenue 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 409 East Broadway Avenue 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 4th day of May, 2026.

\_\_\_\_\_  
Sonya Morgan, Mayor

ATTEST:

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

REVIEWED BY:

\_\_\_\_\_  
Melinda Mehaffy, City Manager

**EXHIBIT A**

**Amendment to ESRC's Amended Redevelopment Plan for the 409 East Broadway Avenue  
Redevelopment Project**

**AMENDMENT TO ESRC'S AMENDED REDEVELOPMENT PLAN**

**409 EAST BROADWAY AVENUE 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:

**409 East Broadway Avenue.** Applicant/Owner: Jake Osborn Enterprise, LLC. This project consists of siding repair and exterior paint, gutters, windows and complete interior remodel to include new electrical, plumbing and HVAC at a cost of approximately \$64,000.00. 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 409 East Broadway Avenue Redevelopment Project qualifies for Level A incentive and will be granted up to ten (10) years of tax abatement 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.

# # #

**EXHIBIT B**  
**Development Agreement**

353 DEVELOPMENT AGREEMENT

409 EAST BROADWAY AVE REDEVELOPMENT PROJECT

**THIS 353 REDEVELOPMENT AGREEMENT**, entered into this 4<sup>th</sup> day of May, 2026 (“Agreement”) by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI (“City”), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION (“Redevelopment Corporation”), and Jake Osborn, 7341 SE Sycamore Dr. Holt, Missouri 64048 (“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 409 East Broadway Avenue 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 409 East Broadway Avenue 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# 12312001800600) which contains one addressed improvement

409 East Broadway Ave, 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 ten-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 \$64,000.00. 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 ten-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 ten (10) 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:

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

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**

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.

## **EXHIBIT B**

### **SCOPE OF WORK**

1. Gutters
2. Siding repair and paint
3. Replace 3-5 windows
4. Interior remodel
5. New plumbing
6. New electrical
7. New HVAC
8. Repair front porch and columns

353 DEVELOPMENT AGREEMENT

409 EAST BROADWAY AVE REDEVELOPMENT PROJECT

**THIS 353 REDEVELOPMENT AGREEMENT**, entered into this 4<sup>th</sup> day of May, 2026 (“Agreement”) by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI (“City”), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION (“Redevelopment Corporation”), and Jake Osborn, 7341 SE Sycamore Dr. Holt, Missouri 64048 (“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 409 East Broadway Avenue 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 409 East Broadway Avenue 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# 12312001800600) which contains one addressed improvement 409 East Broadway Ave, 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 ten-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 \$64,000.00. 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 ten-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 ten (10) 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:

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

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 alone, 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: \_\_\_\_\_

Sonya Morgan, Mayor

Attest:

---

Shannon Stroud, City Clerk

Excelsior Springs Redevelopment Corporation

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

Bill Griffey III, President

Owner:

\_\_\_\_\_:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**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.

**EXHIBIT B**

**SCOPE OF WORK**

1. Gutters
2. Siding repair and paint
3. Replace 3-5 windows
4. Interior remodel
5. New plumbing
6. New electrical
7. New HVAC
8. Repair front porch and columns



**Community Development Director**  
201 E Broadway  
Excelsior Springs, MO 64024

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

April 29, 2026

To: Mayor and City Council

From: Mallory Brown, Community Development Director

Re: Conveyance of 401 E. Broadway and Associated Sign Easement

The City owns a small parcel of property located at 401 E. Broadway. Staff has worked with adjacent property owners, Shaun and Kristi Shewall, regarding the conveyance of this property. The proposed action includes the transfer of the property via Special Warranty Deed, along with the establishment of a permanent sign easement to allow the City to maintain signage identifying the Boarding House Historic Preservation District.

The subject property is legally described in the attached Special Warranty Deed and is located within the Craver and Bates Addition. The Shewalls, who own the adjacent property, have expressed interest in acquiring the parcel.

The City has determined that the property is surplus to municipal needs but retains importance due to its location within a Historic Preservation Overlay District. As such, staff has negotiated the inclusion of a sign easement as part of the transaction.

Conveyance of this lot allows the City to dispose of surplus property that is not intended for municipal operations, return the property to private ownership, making it taxable, and supports ongoing historic preservation efforts but granting a sign easement for historic identification.

Staff recommends approval of this Resolution and associated Warranty Deed and Declaration of Sign Easement.



Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mallory Brown".

Mallory Brown  
Community Development Director, City of Excelsior Springs

# 401 E. Boardway



-  Land to be conveyed
-  Sign easement



**RESOLUTION NO. 1657**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING REAL PROPERTY LOCATED AT 401 E. BROADWAY AND TO EXECUTE A DECLARATION OF SIGN EASEMENT ASSOCIATED THEREWITH**

**WHEREAS**, the City of Excelsior Springs, Missouri (the “City”), is the owner of certain real property located in Clay County, Missouri, legally described in Exhibit A attached to the Special Warranty Deed (the “Property”); and

**WHEREAS**, the City desires to convey the Property to Shaun J. Shewall and Kristi D. Shewall (the “Grantees”) by Special Warranty Deed in consideration of Ten Dollars (\$10.00) and other good and valuable consideration; and

**WHEREAS**, in connection with said conveyance, the City desires to retain a permanent sign easement over a portion of the Property for the purpose of constructing, maintaining, and repairing signage identifying the City’s Historic Preservation Overlay District; and

**WHEREAS**, the Declaration of Sign Easement provides for a perpetual easement that shall run with the land and bind future owners of the Property; and

**WHEREAS**, the City Council finds that the conveyance of the Property and the reservation of the sign easement are in the best interest of the City and support the preservation and identification of historic districts within the community.

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

**Section 1.** The Mayor is hereby authorized and directed to execute the Special Warranty Deed conveying the Property to Shaun J. Shewall and Kristi D. Shewall in substantially the form attached hereto.

**Section 2.** The Mayor is hereby further authorized and directed to execute the Declaration of Sign Easement granting the City a permanent easement over a portion of the Property for signage and related purposes, in substantially the form attached hereto.

**Section 3.** The City Clerk is hereby authorized to attest to said documents and to take such further actions as are necessary to carry out the intent of this Resolution, including recording of the executed instruments.

**Section 4.** This Resolution shall be in full force and effect from and after its passage.

THIS RESOLUTION PASSED AND APPROVED THIS 4TH DAY OF MAY, 2026.

ATTEST:

\_\_\_\_\_  
Sonya Morgan, Mayor

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

REVIEWED BY:

\_\_\_\_\_  
Melinda Mehaffy, City Manager

---

**RECORDING COVER SHEET**

**Title of Document:** Special Warranty Deed

**Date of Document:** May 4, 2026

**Grantor(s):** City of Excelsior Springs, Missouri

**Grantee's Name and Address:** Shaun J & Kristi D Shewall  
407 E Broadway Street  
Excelsior Springs, MO 64024

**Legal Description:** See Exhibit A to Special Warranty Deed.

**Reference Book and Page:** N/A.

**After recording, please return to:**

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

**MISSOURI SPECIAL WARRANTY DEED**

THIS INDENTURE is made as of May 4, 2026 (the "Effective Date"), by and between the City of Excelsior Springs, Missouri, a political subdivision of the State of Missouri ("Grantor"), with an address of 201 E. Broadway, Excelsior Springs, Missouri 64024, and Shaun J and Kristi D Shewall, husband and wife ("Grantee"), with an address of 407 E. Broadway, Excelsior Springs, Missouri 64024.

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL AND CONVEY, unto Grantee and Grantee's heirs, successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in Clay County, Missouri (the "Property"), to wit:

See Exhibit A

SUBJECT TO: (a) easements, restrictions, declarations, reservations, agreements, instruments and other matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the same, together with all rights, immunities, privileges and appurtenances, unto Grantee and Grantee's heirs and assigns, forever; And the Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee simple to these premises, and may convey the same; that these premises are free from all encumbrances except as set forth above, and that Grantor will warrant and defend the title to these premises unto the Grantee, and Grantee's heirs and assigns, forever, against the lawful claims of all persons claiming through the Grantor.

**IN WITNESS WHEREOF, Grantor has executed these presents as of the Effective Date.**

**City of Excelsior Springs, Missouri**

By: \_\_\_\_\_  
Sonya Morgan, Mayor

Dated: \_\_\_\_\_

Attest:

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

**ACKNOWLEDGMENT**

STATE OF MISSOURI)

) ss:

COUNTY OF CLAY )

ON THIS \_\_\_\_ day of \_\_\_\_\_, 2026 before me, personally appeared the honorable Sonya Morgan 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 Missouri municipality, and that said instrument was signed on behalf of said City of Excelsior Springs, Missouri by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in \_\_\_\_\_ County, the day and year last above written.

(SEAL)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commissioned in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

## **Exhibit A**

### **Legal Description**

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, according to the recorded plat thereof, 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.

---

**RECORDING COVER SHEET**

**Title of Document:** Declaration of Sign Easement

**Date of Document:** \_\_\_\_\_, 2026

**Grantor:** City of Excelsior Springs, Missouri

**Grantee's Name  
and Address:** City of Excelsior Springs, Missouri  
201 E. Broadway Avenue  
Excelsior Springs, Missouri 64024

**Legal Description:** See Exhibits A and B attached

**After recording, please return to:**

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

# DECLARATION OF SIGN EASEMENT

**THIS DECLARATION OF SIGN EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “effective date”) by and between the City of Excelsior Springs, a political subdivision of the State of Missouri (“**GRANTOR**”), with an address of 201 E Broadway Avenue, Excelsior Springs, Missouri 64024, and the City of Excelsior Springs, a political subdivision of the State of Missouri (“**GRANTEE**”), with an address of 201 E Broadway Avenue, Excelsior Springs, Missouri 64024.

**WHEREAS**, The **GRANTEE** has established a historic preservation overlay district to preserve the historic character of the Boarding House neighborhood in Excelsior Springs, Missouri; and

**WHEREAS**, The **GRANTOR** owns the property located within said district, legally described in **Exhibit A**, (the “burdened property”) attached hereto and incorporated herein by reference, and is willing to grant the **GRANTEE** an easement on a portion of the property, described in **Exhibit B**, attached hereto and incorporated herein by reference, for the purposes of identification of said district.

**WITNESSETH**, that the **GRANTOR**, for an in consideration of the sum of one dollar (\$1.00) and for other good and sufficient consideration to be paid (The receipt of which is hereby acknowledged), does hereby grant, and convey unto the **GRANTEE**, a permanent easement to construct, reconstruct, maintain, remove, replace, and repair and to authorize the construction, reconstruction, maintenance, removal, replacement, and repair of signage for the purposes of identifying the City of Excelsior Spring’s Historic Preservation Overlay Districts and any landscaping incidental thereto, over, upon, and across the following portion of the property (“sign easement area”), more specifically described in **Exhibit B**, attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD** the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, it’s successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns, as follows:

1. This declaration and the easement shall continue in full force and effect and run with the title of the property, binding the **GRANTOR** and their successors and assigns, and any entity that shall hereafter acquire the title to the property.
2. The sign easement area will be kept free from buildings and any other structures or obstructions which will interfere with the **GRANTEE** for the purpose of construction,

reconstruction, maintenance, removal, replacement, and repair of signage and appurtenances, including any incidental landscaping.

3. The **GRANTEE**, its agents, servants, employees, or independent contractors shall have the right to go upon the sign easement area at any time for the purpose of construction, reconstruction, maintenance, removal, replacement, and repair of signage and appurtenances, including any incidental landscaping.

As part of the consideration for this grant, the **GRANTOR** does hereby release the **GRANTEE**, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

**IN TESTIMONY WHEREOF**, the **GRANTOR** has set hand and seal as of the effective date.

By: \_\_\_\_\_  
Sonya Morgan, Mayor

ATTEST:

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

**ACKNOWLEDGMENT**

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF CLAY )

ON THIS \_\_\_\_ day of \_\_\_\_\_, 2026 before me, personally appeared the honorable Sonya Morgan to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of Excelsior Springs, Missouri, a Missouri municipality, and that said instrument was signed on behalf of said City of Excelsior Springs, Missouri by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in \_\_\_\_\_ County, the day and year last above written.

(SEAL)

\_\_\_\_\_

Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commissioned in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of Burdened Property**

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, according to the recorded plat thereof, 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.

## **EXHIBIT B**

### **Legal Description of the Sign Easement Area**

All those parts of Lots 2 and 3, Block 1, CRAVER AND BATES ADDITION, to the City of Excelsior Springs, Clay County, Missouri described as follows:

Beginning at a point 5.80 feet North  $89^{\circ}58'57''$  West of the Northwest corner of said Lot 3 along the South right-of-way line of Broadway Avenue; thence South  $00^{\circ}03'28''$  West 15.00 feet along the East right-of-way line of Saratoga Avenue; thence North  $45^{\circ}02'15''$  East 21.22 feet to a point along the South right-of-way line of Broadway Avenue; thence North  $89^{\circ}58'57''$  West 15.00 feet along the South right-of-way line of Broadway Avenue to the point of beginning.



**Community Development Director**  
201 E Broadway  
Excelsior Springs, MO 64024

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

April 29, 2026

To: Mayor and City Council

From: Mallory Brown, Community Development Director

Re: Planning and Zoning Case No ZTA-26-002-Zoning Text Amendment

On February 23, 2026, the Planning and Zoning Commission held a public hearing for a proposed amendment to Chapter 400 of the Code that removes a provision that restricts marijuana dispensaries from having drive-through services. City staff presented a report on the proposed amendment and fielded questions from the Commission. Following discussion on the matter, the Commission voted 5-0 in favor of recommending approval of the proposed text amendments.

On March 2, 2026, the City Council tabled Ordinance No. 26-03-01 amending Title IV, Chapter 400 of the Code of Ordinances Regarding Drive-Through Services for Marijuana Dispensaries to gather additional information.

City staff and City Council members met with representatives from Kansas City Cannabis Company, Excelsior Springs SAFE, and the Clay County Health Department to discuss the proposed Zoning Text Amendment and the opportunity for the Clay County Health Department to evaluate the proposal and provide a Health Impact Assessment (HIA).

The Clay County Health Department completed the HIA on April 23, 2026. It is attached for reference, along with the original ordinance that was tabled, and supporting documents for your consideration.

Please note that Community Development staff is not proposing any changes to the original Zoning Text Amendment at this time. Should the City Council desire changes to the proposed text, the Planning and Zoning Commission will need to consider those changes at a future meeting to provide a recommendation to the City Council.

A handwritten signature in black ink, appearing to read "Mallory Brown".

Mallory Brown  
Community Development Director  
City of Excelsior Springs

**ORDINANCE NO. 26-03-01**

**AN ORDINANCE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AMENDING TITLE IV, CHAPTER 400 OF THE CODE OF ORDINANCES REGARDING DRIVE-THROUGH SERVICES FOR MARIJUANA DISPENSARIES**

**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 February 23, 2026, to consider proposed amendments to Chapter 400, specifically concerning drive-through services for marijuana dispensaries; 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 5-0; and

**WHEREAS**, the City Council of the City of Excelsior Springs, Missouri, held a meeting on March 2, 2026 to consider the proposed amendments and the recommendation of the Planning and Zoning Commission; and

**WHEREAS**, the City Council of the City of Excelsior Springs, Missouri, voted 5-0 to table Ordinance No. 26-03-01 amending Title IV, Chapter 400 of the Code of Ordinances regarding drive-through services for marijuana dispensaries to gather additional information; and

**WHEREAS**, the City Council finds that the proposed amendment will modernize the zoning code to accommodate evolving market practices, support the economic viability of a legal industry, and provide a consistent and predictable regulatory environment for businesses operating within the city.

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

**Section 1. Repeal and Reservation of Section 400.300, Subsection (D)(6).** Subsection (D)(6) of Section 400.300 of Chapter 400 of Title IV of the Code of Ordinances, which currently reads:

“Marijuana dispensaries are prohibited from having drive-through services.”

is hereby repealed in its entirety, and the subsection (D)(6) shall hereafter be designated as "Reserved."

**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 4<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Sonya Morgan, Mayor

ATTEST:

REVIEWED BY:

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

\_\_\_\_\_  
Melinda Mehaffy, City Manager

PREPARED BY LAUREN CROME, MHA  
HEALTH POLICY ANALYST  
CLAY COUNTY PUBLIC HEALTH CENTER



CLAY COUNTY  
**PUBLIC  
HEALTH  
CENTER**

# HEALTH IMPACT ASSESSMENT

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Repealing Excelsior Springs City Ordinance 400.300.D.6 to Allow Cannabis Dispensaries to Operate a Drive-Through Pick-up Window

Completed on April 23, 2026

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## EXECUTIVE SUMMARY

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This Health Impact Assessment (HIA) evaluates a proposal by the Excelsior Springs City Council to repeal Ordinance 400.300.D.6, which would allow licensed cannabis dispensaries to operate drive-through pick-up windows. The assessment focuses specifically on how this policy change may impact community health, particularly through changes in social norms, public safety, and access to healthcare and behavioral health services.

Findings suggest that the potential health impacts are mixed and, in many cases, uncertain due to limited cannabis-specific research. Evidence from related fields (such as alcohol and tobacco retail environments) indicates that increased convenience, visibility, and normalization of substance access may contribute to more permissive social norms, especially among youth. However, local data from Clay County shows strong existing protective factors and declining youth cannabis use, suggesting that the community may be somewhat resilient to these effects.

Public safety impacts are also unclear. There is no direct evidence linking cannabis drive-throughs to increased impaired driving, and analogous alcohol studies show inconsistent results and are outdated. At the same time, allowing drive-through sales is projected to increase local public safety tax revenue by approximately \$38,000 annually, which could strengthen prevention, treatment, and community health initiatives if strategically invested.

The proposal may improve access to medical cannabis for individuals with qualifying conditions, particularly those with mobility challenges or other barriers to in-store purchasing. Additionally, reduced stigma and increased accessibility could support some individuals who use cannabis as a harm-reduction tool. However, while this harm reduction strategy is self-reported as common among users of higher-risk drugs, it is not currently medically recommended and, evidence suggests it can hinder success in medically recommended treatment programs. Also, increased convenience may contribute to more frequent use, which carries potential risks for mental health and could further strain already limited behavioral health resources in the region.

Overall, the HIA finds that the most probable impacts of the proposed policy are modest but directionally mixed, with outcomes dependent on how the policy is implemented, as well as how resulting resources are used. However, decision-makers should remember that these impacts may be amplified in ways that are difficult to predict if additional cannabis dispensaries open in Excelsior Springs. Decision makers should also consider that studies on cannabis have been significantly limited by its legal status until recently. The research is continually growing, and more definitive answers are likely to come in the next several years.

### **Key Policy Implications and Recommendations:**

If the city council chooses to move forward with allowing drive-through pick-up windows for cannabis dispensaries, recommendations for maintaining and/or improving community health would include:

- Replace, rather than repeal, the existing ordinance with updated policy language that allows drive-through operations while incorporating safeguards to protect community health.
- Limit marketing that portrays cannabis as a general “wellness” product and avoid messaging that reduces risk perception.

- Require evidence-based, point-of-sale education to promote safe use and prevent youth access.
- Ensure drive-through operations are discreet and do not increase visibility or appeal, particularly to youth.
- Implement local data collection and monitoring (e.g., tracking purchase context in impaired driving cases) to better understand impacts over time.
- Prioritize the use of additional cannabis tax revenue for evidence-based prevention, youth and family programming, and strengthening community protective factors.
- Target investments toward populations at higher risk of substance use and related harms.

Engage the community through forums or focus groups to inform ongoing policy and funding decisions and ensure alignment with local values.

## SCOPE OF ASSESSMENT

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The Excelsior Springs City Council is considering a proposal to repeal Ordinance 400.300.D.6. Repealing this ordinance would allow licensed cannabis dispensaries to operate a drive-through pick-up window during regular business hours, as allowed by the city.

*City code section 400.300 is attached as Appendix A for reference.*

**The scope of this health impact assessment (HIA) is to examine the health impacts of the above proposal on the community of Excelsior Springs.** This assessment examines *only* the impact of this specific proposal and is *not* an assessment of the overall impacts of legal cannabis sales, how cannabis use impacts individual health, or an assessment of any other policy relating to cannabis use.

This assessment seeks to answer two questions:

- **What are the projected health impacts of allowing the licensed cannabis businesses in Excelsior Springs to operate a drive-through?**
- **If drive-through operations are allowed, what can be done to mitigate any potential negative health impacts?**

It is important to note that the findings of this HIA are intended to be used for informational purposes. **While the city council may choose to adjust their policy actions based on this information, they are under no obligation or expectation to do so.**

## **PARTNERS AND RESEARCH CONTRIBUTORS**

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This HIA was conducted by Clay County Public Health Center in partnership with Substance Abuse-Free Environments (SAFE), The City of Excelsior Springs, and Kansas City Cannabis Company.

The above partners, along with Thrive Excelsior and Smithville Community in Action, provided important resources for compiling this report. They contributed local, state, and national data, peer-reviewed research, and important community and industry context.

## **ASSESSMENT METHODOLOGY & LIMITATIONS**

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This assessment uses the Kansas Health Institute's Hi-C checklist as the framework for assessing the health impacts of a proposed policy change. This checklist acts as a guide for identifying the impact on social drivers of health. Once those are identified, the checklist works downstream to identify resulting health impacts.

*The completed checklist tool is attached to this document as Appendix B for transparency.*

This Health Impact Assessment was conducted using a review of existing data, research, and community information rather than collecting new data. It was conducted with a three-week turnaround time. The goal was to gather high-level information about the primary concerns (as expressed by partners and the community) associated with allowing drive-through cannabis pick-up windows. This information may not be a complete picture of every possible health impact. It is also important to remember that the impacts outlined in this report are evidence-based predictions but are not guaranteed to occur.

Through the process of conducting this assessment, large gaps were discovered in cannabis policy research, particularly in how the retail environment impacts social norms and overall use behavior. A more in-depth assessment, with the ability to gather primary data from local sources, may produce more concrete results.

## **IMPACT ON SOCIAL NORMS**

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The primary concern of our HIA partners was the impact of allowing cannabis drive-throughs on social norms surrounding substance use patterns and beliefs about substance use. This concern mostly focuses on youth attitudes and the risk of creating a pipeline of unhealthy behaviors throughout the lifecycle.

For the purposes of this HIA a social norm will be defined as “a real behavior or attitude of a group (Butler Center for Research, 2015).”

The social norms approach to substance abuse prevention focuses on shifting social norms around substance use. This happens by encouraging healthier beliefs about substance use and helping youth understand that most of their peers are making healthy choices (i.e., dispel the myth that “everyone is doing it”). This approach is evidence-based and results in significant decreases in youth substance use, which decreases the likelihood of future substance use disorders and builds healthier communities (Butler Center for Research, 2015).

Social norms around substance use, such as what friends think, what parents think, and whether parents use substances, influence how young people behave. Youth from families and communities where regular substance use (including legal substances, such as alcohol) is seen as common and low risk are more likely to use substances earlier. Earlier substance use is tied to a greater likelihood to developing substance use disorders, and health and social consequences later in life (Korn et. al., 2021).

## Findings

Research findings suggest that the impacts of allowing a cannabis drive-through on social norms trend negative. However, in this case, the negative impact is likely to be modest.

Studies explicitly focused on drive-through cannabis impacts are difficult to find due to the new landscape of legalized cannabis products. However, studies consistently suggest that increasing convenience, visibility, and access to cannabis can shape social norms to be more favorable towards its use. This is especially true when medical, rather than recreational, benefits are emphasized in messaging (Harrison, et al. 2024).

Another study by Han and Shi (2023) shows that the retail environment matters in shaping social norms. While this study did not address drive-through pick-up windows directly, its findings suggest that drive-throughs could contribute to several risk-pathways for lowering awareness of potential harm. This lowered risk perception could also carry over to similar THC-based products that are less regulated and more readily available.

However, it should be noted that Northland Community Health Assessment findings paint a favorable picture of the effectiveness of existing interventions to prevent youth substance use. In 2012, eight percent of Clay County youth reported using marijuana within the past 30 days. Since then, that number has declined to only four percent, despite the legalization of both recreational and medical cannabis during that time (Northland Health Alliance, 2025). This is lower than the seven percent of 6-12<sup>th</sup> graders across the state reporting marijuana use in the past 30 days (Missouri Department of Mental Health, 2024). This data suggests that communities in Clay County may have sufficient protective factors in place to mitigate at least some of the harms to youth caused by increased access to/convenience of cannabis.

According to a Northland Prevention Network survey of Excelsior Springs residents, most people feel that youth are at “great risk” (61%) or “moderate risk” (32%) of harming themselves if they use cannabis once or twice per week. Respondents also said that it is “very wrong” (64%) or “wrong” (29%) for youth to use cannabis. Over half of respondents agreed that it would be difficult for youth to access cannabis in the respondent’s home. Approximately one-third claimed that the question was not applicable to them, with some comments indicating that this was because youth were rarely in their home or because the respondent did not use cannabis. The overwhelming majority of respondents answered that it was not okay for adults to buy cannabis products for minors, allow minors to use cannabis in their home, or otherwise provide cannabis to minors (Northland Prevention Network, 2024). This indicates that the community of Excelsior Springs does have a social norm of perceiving cannabis use as a health risk and increased convenience for adults may not contribute to increased accessibility for youth.

It is noteworthy that improving youth social norms substance use has come from years of intentional work at federal, state, and local levels. Decision-makers should consider that social norms (and perceptions of risk) may start to shift in a less healthy direction if communities do not continue being thoughtful about the messages and behaviors being displayed for youth.

### **Impacted Demographics**

While all Excelsior Springs youth could be at an increased risk of earlier substance use if social norms shift, certain youth may be more vulnerable. Youth experiencing poverty, lack of parental warmth and/or support, living in chaotic environments, or who have underlying mental health conditions are more likely to develop substance use disorders in their lifetime. This is especially true if they see their parents using substances (Carroll, 2025).

However, due to the complexity of this issue, the differences in substances being studied, and the wide range of study methodologies, it is difficult to say if these factors cause substance use or co-relate with substance use. It is also difficult to apply findings uniformly across different substances. For example, one 2013 study from Duke University suggested that while these overall findings held true for alcohol, poverty was not linked to increased cannabis use (Carroll, 2025).

### **Policy Implications and Recommendations**

The primary policy implication is that the impact of cannabis drive-throughs on social norms (and resulting community substance use patterns) needs further study. While lessons learned from tobacco and alcohol suggest that allowing cannabis dispensaries to have drive-through windows may lower risk perception and increase risky health behaviors, there is very little evidence specific to either drive-through windows or cannabis itself. Because the legal cannabis industry is so new, we have not yet discovered the long-term impacts of individual policies governing the cannabis retail environment.

The decision process on this issue may also benefit from further examination of community attitudes about cannabis use (possibly in the form of focus groups or community forums) to add additional context to the existing data and allow the community to help shape policy solutions.

If the city allows the drive-through to proceed, it may benefit both the community and the business to collect data that measures long-term impacts. This could fill gaps in cannabis research and help clarify future decisions about cannabis retail in Excelsior Springs and Clay County.

If the city council chooses to vote in favor of repealing the current ordinance and allowing the drive-through, they can mitigate potential harm by replacing the ordinance, rather than repealing it. The new ordinance might allow drive-through cannabis pick-up windows, but may choose to reinforce healthier social norms by:

- Limiting the ability to market cannabis products as a medical or “wellness product” where the marketing is easily accessed by or visible to youth (such as outdoor menu boards, billboards, or window signage)
- Requiring evidence-based, point-of-sale education for consumers about reducing youth cannabis use

- Requiring the drive-through to be discreet (avoiding a “fun” fast-food aesthetic, no neon lighting, limited visibility from the street)

## IMPACT ON PUBLIC SAFETY

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A secondary concern of HIA partners was the impact of allowing cannabis drive-through windows on public safety – specifically whether instances of driving under the influence of cannabis would increase.

Additionally, Excelsior Springs has a 3% tax on cannabis sales that fund public safety initiatives. Stakeholders raised questions about whether increased revenue from drive-through cannabis sales would offset any potential public safety threats through improved prevention and law enforcement funding.

### Findings

#### *Impacts on Driving Behaviors*

The impacts of drive-through cannabis on driving behaviors are currently unknown. Results suggest that a drive-through cannabis window may have a modest negative impact on public safety. However, causal links are difficult to verify, and studies are limited. Research in this area is incomplete, and all relevant studies focus on drive-through windows for alcohol sales, not cannabis. While conducting this HIA, no studies were found that examine the connection between drive-throughs at retail locations and increased likelihood of driving under the influence of cannabis.

A 2004 study is one of the most cited pieces of research on this topic. The study examined crash data two years prior to New Mexico’s closure of drive-through liquor windows in 1998, and two years after. The results found that although alcohol-related crashes declined state-wide after drive-through liquor closures, location-based data did not seem to show a causal relationship between the drive-through window and the likelihood of crashes (Lapham, et al., 2004).

An earlier New Mexico study predated the closure of New Mexico’s drive-through liquor windows. This study compared over 2,000 drivers convicted of driving while intoxicated (DWI) to analyze where the alcohol involved in DWIs was most likely to have been purchased. The study concluded that drunk drivers who consumed “package liquor” (alcohol purchased in a closed package, rather than a bar or restaurant drink) that was purchased immediately before their arrest were more likely to have purchased it from a drive-through, rather than going inside a liquor store or convenience store. However, this study did not include drinks served at a bar or restaurant in their results. It also only studied liquor purchased immediately before the DWI arrest, not liquor purchased on a previous day and then consumed before driving (Lewis, Lapham, and Skipper, 1998).

While more studies exist that assess the link between where alcohol is purchased and risky driving and substance use behaviors, they do not use consistent methodology, are studying very different aspects of substance use and behavior, and often cannot control for the complex individual, community, and cultural factors that drive risky behavior and substance use patterns. It is also notable that the two studies cited in this report (as well as many similar studies that

were reviewed as part of this research but not cited) are over 20 years old. *Because we have seen significant shifts in cultural attitudes about the risk of substance use while driving, these studies may show vastly different results if they were replicated today.*

### *Impacts on Public Safety via Tax Revenue Increase*

Findings suggest that a drive-through window for the cannabis dispensary may result in increased public safety tax revenue. If used to bolster long-term solutions to unhealthy substance use behaviors, this funding would likely have positive impacts on community health.

The city of Excelsior Springs collects a 3% sales tax on recreational marijuana purchases. When implemented, this tax was projected to fund approximately \$150,000 per year in public safety and substance abuse prevention initiatives. Based on current revenue estimates, this projection has been accurate. However, due to only one cannabis dispensary currently operating in Excelsior Springs, the exact numbers cannot be listed in a public report.

According to Kansas City Cannabis's sales data, 95% of their customers are repeat customers. This drive-through is not intended to increase the number of people using cannabis, but to draw customers in surrounding communities to choose to buy their cannabis products in Excelsior Springs, rather than other nearby locations after the Kearney location of Kansas City Cannabis closes. Based on Kansas City Cannabis's projections (which they feel are conservative), they believe a drive-through window would bring 20% of the Kearney customer base to Excelsior Springs. This increase in revenue at the Excelsior Springs locations would translate to approximately \$38,000 per year in increased public safety tax dollars.

This tax fund is currently used to pay for substance abuse prevention and public safety activities in Excelsior Springs. During the research process for this report, no published literature was found that addresses optimal allocation of public safety funding for community health outcomes. However, we do know that the five protective factors for substance abuse that are promoted by SAFE – parental resilience, social connections, knowledge of parenting and child development, access to concrete support services in times of need, and social/emotional wellness (Center for the Study of Social Policy, 2018) - are also general health promoting factors for communities. We also know, based on youth substance use data from the most recent Community Health Assessment (Northland Health Alliance, 2024), as well as 2024 Missouri Student Survey Data and the 2024 Northland Prevention Survey results for Excelsior Springs, that SAFE has been successful in using evidence-based practices to enhance these protective, health promoting factors in the community. If this extra funding were used to boost SAFE's activities and/or bolster other organizations in Excelsior Springs that address these factors - such as programming for youth and families, support services for people in need, or organizations fostering social connection - it could have far-reaching positive impacts on overall public health.

While law enforcement is also an important pillar of community safety, there is not reliable evidence that funding increased enforcement or emergency response would be necessary if a drive-through cannabis pick-up window existed. Based on Kansas City Cannabis projections about who would be using this window, it is likely to draw a small amount of additional traffic into Excelsior Springs. This is not necessarily different from any other new or expanding business. However, based on the projected impact that a drive-through would have on youth social norms and the potential for increased adult use due to increased convenience, an need for increased funding of protective factors may be necessary to continue seeing positive trends toward substance use.

## Impacted Populations

Populations most at risk for substance abuse include those who have the least access to the protective factors listed above. This includes, but is not limited to, people experiencing poverty and associated stressors (such as housing or employment instability), people with existing mental or physical health conditions, children of immigrants facing a high level of social stressors, people experiencing dysfunctional family behaviors and relationships, and people without strong social relationships outside of the traditional family structure (Substance Abuse and Mental Health Services Administration, 2024). For the most impact, activities funded with the additional public safety tax revenue should prioritize groups who are most likely to lack protective factors.

## Policy Implications and Recommendations

The first policy implication for managing public health and safety concerns is that there is insufficient evidence surrounding whether a drive-through pick-up window would contribute to risky behaviors associated with cannabis use while driving. While studies measuring this effect exist for alcohol use, they do not exist for cannabis, the alcohol studies were inconclusive, and cultural attitudes toward driving while intoxicated have shifted significantly since these studies were conducted. This suggests that significantly increased safety risk due to the drive-through is possible, but unlikely.

The second policy implication is that the projected revenue increase for Kansas City Cannabis would result in a \$38,000 increase in public safety tax funding that could be funneled directly into health promotion.

These findings suggest that, if possible, policy language should exist to:

- Track where and when cannabis products were purchased by drivers arrested for operating a vehicle under the influence of cannabis.
- Use additional tax revenue to fund substance abuse prevention and health promotion.
  - This could mean increasing funding for SAFE, or making funding available to community organizations for activities related to the five protective factors (parental resilience, social connections, knowledge of parenting and child development, access to concrete support services in times of need, and social/emotional wellness)
  - For maximum impact, the funded activities should be aimed at individuals and communities most likely to lack these protective factors.
    - For the purposes of this suggestion, community may be defined as geographic areas of Excelsior Springs (such as a specific neighborhood) or as a demographic group (such as youth, those experiencing poverty, etc.).

Due to the uncertain climate of state and federal funding for public health, substance abuse prevention, and social services, local sources of revenue for these initiatives could soon prove valuable for maintaining healthy communities.

## **IMPACT ON ACCESS TO HEALTHCARE**

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Proponents of allowing the drive-through window cite easier access to medical cannabis as a key factor for their support. Currently, Kansas City Cannabis data shows that 15% of their customer base is purchasing for medical use. Cannabis purchases are tracked closely in Missouri via a state-wide purchasing database.

To qualify for a medical cannabis card in Missouri, patients (and up to one caregiver) must apply through the Missouri Department of Health and Senior Services (DHSS). Patients must include a physician or nurse practitioner certification that verifies they are using marijuana to manage a qualifying medical condition. Some of these conditions, such as disorders that cause severe persistent pain or muscle spasms and terminal illness are likely to make it more difficult for medical cannabis users to purchase products inside the store (DHSS, 2026). This presents a barrier to access for certain populations to access legally recognized treatment.

Stigma also acts a deterrent for patients who have been approved for medical cannabis use. Sometimes this stigma prevents them from accessing the form of care that is most helpful to them. One example of this is a study on non-pregnant parents who held medical cannabis cards in Pennsylvania. Researchers found that stigma surrounding cannabis use was a barrier to using the medical cannabis program for many participants, especially mothers. Participants recommended drive-through services as one option to combat this (Valdez, et al., 2025).

It is important to recognize that while cannabis serves several valid medical purposes and should be accessible for those purposes, it should not be categorized as a general “wellness” product. Cannabis smoke (including secondhand cannabis smoke) carries many of the same health risks found in tobacco smoke. Cannabis use during pregnancy, used in any form, is harmful to fetal development. Cannabis also carries mental health risks, as noted in the next section (CDC, 2024). Like many substances used for medicinal purposes, it can be an excellent tool to help some people manage their specific health conditions. That does not mean it has consistent health benefits for the general population, or that it does not carry health risks.

### **Impacted Populations**

People managing conditions and/or disabilities that make getting out of their vehicle or waiting in a retail space difficult may benefit from a reduction in barriers to accessing cannabis for medical use.

### **Policy Implications and Recommendations**

The policy implication is that allowing drive-through cannabis would have a positive impact on access to medical cannabis, and the ability of people with legally recognized health conditions to manage their care. However, the medical use of cannabis does not mean that policies should treat cannabis as a general “wellness” product or allow externally visible signage to promote the idea that cannabis itself is “healthy” and comes without risk. Increased cannabis use for recreational purposes could create additional community health concerns, though the likelihood that a drive-through would cause a significant enough increase to see a notable rise in related health conditions on a population level seems unlikely in this context.

## IMPACT ON ACCESS TO BEHAVIORAL HEALTHCARE

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There is mixed evidence on how a drive-through pick-up window for cannabis purchases would impact behavioral healthcare access and its downstream health impacts. The ability to purchase cannabis via drive-through may be helpful to minimize stigma for users of higher-risk substances who are using cannabis to manage withdrawal symptoms. This may have a positive impact on some harm reduction outcomes. However, increased convenience and lower perception of risk may increase frequency of use, leading to increases in other mental health problems. Current research and policy are unclear about how these risks should be balanced.

### Findings

#### *Harm reduction & Prescription Opioid Addiction Prevention*

There is a lack of consensus about the role of cannabis as harm reduction for stimulant and opioid addiction, but emerging evidence suggests that -- with more robust research -- cannabis may have potential to fill a gap as an accessible form of harm reduction for those who lack access to medically recommended options (Mok, et al., 2023). In some pain management cases, it may even play a role in opioid addiction prevention when used instead of prescription opioids (Vyas, LeBaron, and Gilson, 2017).

A Canadian study of people who use drugs and are from marginalized communities (who often lack access to other harm reduction resources) examined cannabis use as a harm reduction strategy. The study found that at least one in four participants reported using cannabis as a harm reduction strategy within the two-year study period. The study found that among people who use drugs and lack access to comprehensive healthcare, cannabis was a common strategy for treating symptoms of withdrawal from other drugs. Typically, cannabis was used as a substitute for stimulants or opioids. Notably, the study had many limitations, including not having representative samples of the drug-using population and relying on self-reporting of drug-use behaviors, which may be inaccurate (Mok, et al., 2021). The study did not examine the potential for other behavioral and mental health harms or the risks associated with managing behavioral health conditions without medical guidance. Decision-makers should be aware that this form of harm reduction is more akin to providing clean needles for injectable drugs than it is to a form of addiction treatment – a safer choice in the moment, but not a long-term solution for treating high-risk substance use behaviors.

A literature review from 2017 also found connections between cannabis and reducing opioid-related harms. The study noted several gaps and limitations in the available research but found that access to legal cannabis for medical use could be associated with decreased use of prescription opioid medication (POM), fewer POM-related hospitalizations, lower rates of POM overdose, and reduced health care expenditures related to POM misuse and/or overdose (Vyas, LeBaron, and Gilson, 2017). However, due to the lack of consistent medical guidance for medical cannabis users, there may be unintended consequences in the form of cannabis-related harms.

## *Cannabis as a Contributing Factor to Mental Health Problems*

Although cannabis may show emerging evidence of promise for certain forms of harm reduction, it also comes with potential for harm. While many people use cannabis recreationally without notable side effects, it should be understood that for some, cannabis can increase risk for mental and behavioral health problems including feelings of anxiety and paranoia, depression, social anxiety, thoughts of suicide, suicide attempts, and suicide. The association between cannabis and long-lasting mental health disorders, such as schizophrenia is stronger in people who use cannabis more frequently (Centers for Disease Control, 2024). If the drive-through increases use frequency due to convenience, it could potentially add further strain to limited mental health resources. However, there is insufficient evidence to support that a single drive-through would increase use frequency enough to significantly increase associated mental health conditions.

It should also be noted that some conditions that legally qualify a patient for medical cannabis use do not currently show sufficient evidence that the benefits of cannabis use outweigh the potential harms. In Missouri, certain psychiatric conditions qualify patients for medical cannabis use (DHSS, 2025) even though a large body of evidence shows that psychiatric conditions are exacerbated by using cannabis (American Society of Addiction Medicine, 2020). This is not to minimize the importance of easy access for those who have conditions that are helped by evidence-based use of medical cannabis. But decision-makers should be aware that increasing access via convenience may have mixed, albeit limited, results.

### **Policy Implications and Recommendations**

A drive-through window may reduce barriers (including stigma) for community members who hope to use cannabis as a harm-reducing alternative to higher-risk drugs, making them more likely to choose this option instead of a higher-risk drug, or an unregulated gas-station THC product. This statement should not be taken as a CCPHC endorsement of self-managed harm reduction techniques as an equal substitute for professionally managed cessation programs. Currently, cannabis in place of opioids and other high-risk drugs is not considered the best medical practice for harm reduction, nor is it an ideal solution. Most evidence suggests that it is harmful to long-term treatment of addiction (American Society of Addiction Medicine, 2020). However, the reality is that many people do not have regular access to mental and behavioral healthcare or are not ready to engage in a treatment program. Destigmatized access to regulated, legal cannabis may provide those people some symptom relief, and the opportunity to make safer moment-to-moment choices, as they try to reduce their use of higher-risk substances.

Due to the increased risk for cannabis to cause or exacerbate mental health problems, it is also possible that increased convenience (and resulting increase in frequency of use) may contribute to further strain on the Northland's limited mental health resources. However, there is no conclusive evidence that a drive-through would increase convenience enough to significantly increase cannabis use frequency.

As stated in the *Impact on Access to Healthcare* section, any policy language on this topic should ensure that removing access barriers to cannabis as a tool to manage specific conditions does not result in an unintentional framing of cannabis as product to improve general health.

## CONCLUSIONS

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The proposed repeal of Ordinance 400.300.D.6 presents both potential benefits and risks to the health of the Excelsior Springs community. While the direct impacts of allowing cannabis drive-through services remain uncertain, the available evidence suggests that outcomes will largely depend on policy design, implementation, and ongoing community investment.

The most consistent concern across impact areas is the potential for increased normalization of cannabis use due to greater convenience and visibility. Unchecked, this may influence social norms over time. But local data indicates that Excelsior Springs currently has strong protective factors that may help mitigate these risks, when paired with strong countermeasures such as the recommendations within this report.

At the same time, the proposal offers meaningful opportunities. Increased tax revenue could strengthen substance use prevention, social support, and overall community health if allocated strategically. Improved accessibility may also benefit medical cannabis patients and individuals facing barriers to traditional retail environments and could reduce stigma for some individuals seeking harm-reduction alternatives.

However, potential unintended consequences, such as increased frequency of use, mental health impacts, or strain on behavioral health systems, should not be overlooked. Given the limited evidence base, a cautious but balanced approach is warranted.

If the policy moves forward, replacing the existing ordinance with targeted safeguards will be critical. Strategies such as limiting promotional messaging, ensuring discreet operations, providing consumer education, and reinvesting tax revenue into prevention and protective factors can help maximize benefits while reducing potential harms.

Finally, this HIA highlights a broader need for continued research and local data collection on cannabis retail environments. Monitoring outcomes over time will allow Excelsior Springs to make more informed, evidence-based decisions in the future and adapt policy as needed to protect and promote community health.

## NEXT STEPS

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If the Excelsior Springs City Council would like to act on the contents of this report, CCPHC can offer technical assistance in applying the policy recommendations outlined here.

Ideally, the last step of any HIA is monitoring and evaluation. If capacity exists, any recommendations implemented should be tracked to assess the true impact of the policy change and inform future decisions. If this is a step that Excelsior Springs would like to consider, CCPHC can assist in selecting metrics and identifying reasonable data collection processes.

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## ABOUT CLAY COUNTY PUBLIC HEALTH CENTER

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This Health Impact Assessment was conducted by Clay County Public Health Center (CCPHC). CCPHC is a local public health department created in 1953 to protect the health of all people in the county by implementing population-based prevention programs and services.

### About Our Health Policy Work

The development and support of healthy community policies is considered a foundational public health service by the Public Health Accreditation Board. One way we do this work is by conducting Health Impact Assessments like this one. Health Impact Assessments identify the potential health impacts of new policies and proposals, as well as the impacts of changes to existing policies and proposals.

**If you would like to request a Health Impact Assessment of a policy or proposal within Clay County, please contact us by emailing [community@clayhealth.com](mailto:community@clayhealth.com).**



# APPENDIX A – SECTION LANGUAGE

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## 1 Section 400.300 Medical Facilities And Marijuana Facilities.

[Ord. No. 19-08-01, 8-2-2019; Ord. No. 23-11-05, 11-6-2023]

### **A. Purpose and Intent.**

1. Medical facilities and marijuana facilities are hereby acknowledged to be lawful under Article [XVI](#) of the Missouri Constitution and to have special characteristics and impacts upon their surroundings, and upon the use and enjoyment of adjacent properties.
2. It is the purpose and intent of these regulations to provide for the location of medical facilities and marijuana facilities in the areas within which the special characteristics and impacts are judged to be compatible with other permitted uses and be the least disruptive to the use and enjoyment of adjacent properties and neighborhoods.
3. These regulations are further intended to require that medical facilities and marijuana facilities shall not be permitted to locate in such concentration that their operational features may establish the dominant character of any commercial area or to be a blighting influence on the surrounding neighborhood(s).
4. The special regulation of medical facilities and marijuana facilities is deemed to be necessary to ensure that the special characteristics and impacts of such uses will not contribute to the blighting or degradation of surrounding neighborhoods, whether residential or non-residential by location or concentration and to ensure the stability of such neighborhoods.
5. These regulations are further intended to protect and balance the lawful rights to produce and dispense medical marijuana with the lawful rights to the enjoyment and use of property.
6. These regulations are necessary to protect the health, safety, morals and general welfare of the residents of the City of Excelsior Springs, Missouri.

### **B. Definitions.**

The words and phrases when used in this Section shall have the meaning set out under Article [XVI](#) of the Missouri Constitution and the Regulations of the Missouri Department of Health and Senior Services.

### **C. General Requirements.**

1. All medical facilities and marijuana facilities shall comply with all provisions of the Excelsior Springs Municipal Code; including International Building, Electrical, Gas, Plumbing and Fire Codes as adopted and amended by the City.
2. All medical facilities and marijuana facilities shall comply with the requirements of the Zoning District in which the facility is located.
3. All medical facilities and marijuana facilities shall be properly licensed by the Missouri Department of Health and Senior Services and shall comply with all regulations and orders of the Department at all times.

#### **D. Conditions.**

1. A medical marijuana dispensary facility, microbusiness dispensary facility, and comprehensive dispensary facility shall be located only in a "C-2" General Business District, "C-3" Service Business District, or "M-1" Light Industrial District. Marijuana Testing Facilities, Transportation Facilities, Infused Products Manufacturing Facilities and Cultivation Facilities shall be located only in the "M-1" Light Industrial and "M-2" General Industrial Districts.

2. No new medical facility or marijuana facility shall be permitted to locate within one thousand (1,000) feet of any then-existing elementary or secondary school, child day care center, or church.

In the case of a freestanding facility, the distance between the facility and the school, day care, or church shall be measured from the external wall of the facility structure closest in proximity to the school, day care, or church to the closest point of the property line of the school, day care, or church. If the school, day care, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, day care, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, day care, or church shall be measured from the property line of the school, day care, or church to the facility's entrance or exit closest in proximity to the school, day care, or church. If the school, day care, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, day care, or church closest in proximity to the facility.

Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

3. No medical facility or marijuana facility shall be permitted to locate within one hundred (100) feet of any single-family residential zoning district. Such distance shall be measured in a straight line without regard to intervening properties from the closest exterior structural wall of the medical marijuana facility to the closest property line of the single-family residential zoning district.

4. No medical facility or marijuana facility shall be permitted to locate within one thousand (1,000) feet of another lawfully existing medical facility or marijuana facility. Such distance shall be measured in a straight line without regard to intervening properties from the closest exterior structural wall of the medical facility or marijuana facility to the closest property line of the other medical facility or marijuana facility.

5. No medical facility or marijuana facility shall be permitted to locate in a building that contains a residential dwelling.

6. Marijuana dispensaries are prohibited from having drive-through services.

7. Marijuana dispensaries may operate only between the hours of 8:00 a.m. and 9:00 p.m., Monday through Sunday.

8. Medical marijuana facilities and marijuana facilities shall not operate so as to emit an offensive, noxious, unhealthy or disagreeable odor, or release any substance emitting an offensive, noxious, unhealthy or disagreeable effluvium in the neighborhood where it exists.

9. Liquid waste and wastewater generated during marijuana production and processing shall not be discharged into the Excelsior Springs sanitary sewer system.
10. Solid waste generated during marijuana production and processing shall be stored and disposed of in accordance with Sections 245.030 through 245.080 of the Excelsior Springs Municipal Code and the regulations of the Department. Solid waste shall not be disposed of in solid waste containers provided by the City.
11. No production, dispensing or use of marijuana shall take place outside of the establishment either wholly or partially.
12. Medical facilities and marijuana facilities shall be limited to one (1) wall-mounted sign no greater than one (1) square foot of sign per linear foot of wall length, not to exceed a total of fifty (50) square feet; said sign shall not flash, blink, or move by mechanical means, and shall not extend above the roof line of the building.
13. No merchandise or pictures of products may be displayed in any area where it may be viewed from outside of the establishment.
14. Each application for a business license for a medical facility or marijuana facility in accordance with Section 605.010 shall include a site plan. The site plan shall be drawn at a scale of one (1) inch equals fifty (50) feet or larger and shall include, as a minimum, the following information:
  - a. The site plan shall delineate the property lines of the proposed project, and shall indicate the Zoning District classification and present use of the proposed project site and for abutting properties.
  - b. The site plan shall delineate existing rights-of-way and easements.
  - c. The site plan shall delineate the general location and width of all existing streets and public rights-of-way and easements.
  - d. The site plan shall delineate the proposed building layout with the required setbacks and exclusions as required in Subsections (D)(2), (3), (4) and (5) above.
  - e. The site plan shall delineate the location and number of parking spaces required in the District in which the facility is located.
  - f. The site plan shall indicate the signage in accordance with Subsection (D)(12) above.
  - g. The site plan shall show that the measurements from the building to surrounding structures and property lines comply with this Section.

# APPENDIX B – HIA CHECKLIST TOOL

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## Health Impact Assessment Tool

This Health Impact Assessment Tool has been adapted from Kansas Health Institute’s (KHI) Health Impact Checklist (Hi-C) to fit the needs of Clay County Public Health Center (CCPHC) and the community we serve. This tool can be used to assess how a proposal being considered by your state legislators, county commission, city council, or organization can impact the health of the community.

For the purposes of this tool, a “proposal” includes (but is not limited to) programs, policies, bills, regulations, ordinances, and organizational decisions. The intended users of this tool are organizations and individuals who are interested in ensuring that decisions have a positive impact on the health of their community.

This tool can be used on its own to provide a basic assessment of potential health impacts in as little as a few hours, or as a starting point for a more in-depth assessment that might span several weeks or months. CCPHC can complete this assessment tool on your organization’s behalf or provide education to your organization to help you incorporate this assessment tool into your organization’s processes. For more information about how to request a health impact assessment or schedule education, please reach out to [community@clayhealth.com](mailto:community@clayhealth.com)

<b>Entity Completing the Assessment</b>	<b>Entity Receiving the Assessment</b>	<b>Completion Date</b>
Clay County Public Health Center	Substance Abuse-Free Environments (SAFE), City of Excelsior Springs, and Kansas City Cannabis Dispensary	04/23/2026

## Summary Page

<b>Proposal Name</b>	Repealing Excelsior Springs City Ordinance 400.300.D.6 to Allow Cannabis Dispensaries to Operate a Drive-Through Pick-up Window
<b>Key Points of Proposal</b>	<ul style="list-style-type: none"> <li>- Ordinance 400.300.D.6 would be repealed.</li> <li>- Kansas City Cannabis and any future cannabis dispensary would be allowed to operate drive-through pick-up windows per state law</li> </ul>
<b>Impacted Social, Economic, and Environmental Conditions</b>	<ul style="list-style-type: none"> <li>- Social norms</li> <li>- Public Safety</li> <li>- Access to Healthcare</li> <li>- Access to Mental/Behavioral Healthcare</li> </ul>
<b>Potential Health Impacts &amp; Impacted Populations</b>	<p>Youth and adolescents</p> <ul style="list-style-type: none"> <li>• <i>Risks:</i> Increased normalization, lower risk perception, earlier use</li> <li>• <i>Benefits:</i> None</li> </ul> <p>Vulnerable youth (e.g., poverty, family instability)</p> <ul style="list-style-type: none"> <li>• <i>Risks:</i> Higher likelihood of substance use and long-term harms</li> <li>• <i>Benefits:</i> None</li> </ul> <p>Individuals with mental or behavioral health needs</p> <ul style="list-style-type: none"> <li>• <i>Risks:</i> Worsening symptoms, increased use</li> <li>• <i>Benefits:</i> Possible symptom relief for some</li> </ul> <p>People with limited access to care or substance use disorders.</p> <ul style="list-style-type: none"> <li>• <i>Risks:</i> Substitution for formal treatment, increased or risky use</li> <li>• <i>Benefits:</i> Potential harm reduction or substitution for higher-risk substances</li> </ul> <p>Medical cannabis patients</p> <ul style="list-style-type: none"> <li>• <i>Risks:</i> Misperception of safety</li> <li>• <i>Benefits:</i> Improved access and reduced barriers</li> </ul> <p>Higher-risk communities (limited protective factors)</p> <ul style="list-style-type: none"> <li>• <i>Risks:</i> Greater susceptibility to negative impacts</li> <li>• <i>Benefits:</i> Opportunity for targeted prevention investment</li> </ul>
<b>Recommendations</b>	<p>Findings on this topic were mixed and inconclusive. If the Excelsior Springs City Council chooses to move forward with drive-through cannabis sales, the HIA recommends allowing drive-through cannabis sales only with safeguards that protect community health. Key strategies include limiting marketing that reduces risk perception, requiring evidence-based consumer education, and ensuring discreet drive-through operations that do not appeal to youth. The City should also implement data collection to monitor impacts over time, invest additional tax revenue in prevention and community health initiatives and continue engaging the community to inform future policy decisions.</p>

**Section 1: General Information**

**Name of proposal:** Repealing Excelsior Springs City Ordinance 400.300.D.6 to Allow Cannabis Dispensaries to Operate a Drive-Through Pick-up Window

**1.) Provide a short summary of proposal’s key points:**

This proposal would allow cannabis dispensaries in Excelsior Springs to have a drive-through by repealing a current city ordinance that prohibits drive throughs for dispensaries.

**2.) Which of the following social drivers of health is this proposal most likely to impact?**

Social Drivers of Health		
Economic Stability	Neighborhood & Physical Environment	Education
Employment	Housing Quality	Early Childhood Education and Development
Income	Transportation	High School Graduation Rate
Housing Instability/Homelessness	Environmental Conditions (e.g. water, air, soil)	Higher Education
Food Insecurity	Access to Affordable & Healthy Food Options	Learning English as a Second Language
Poverty	(X) Safety (crime, traffic, etc.)	Literacy
Community and Social Context	Health and Healthcare	Other (please specify)
Civic participation	Health Coverage	(X) Social Norms (defined in the HIA narrative)
Discrimination	Provider Availability	
Toxic Stress	(X) Access to Health Care	
Social Isolation	(X) Access to Behavioral Health Services	
Incarceration	Quality of Care	

**Section 2: Description of Impacts**

After describing the proposal and its potential impacts in Section 1, complete this section by collaborating with organizations that might have research capacity to complete items 5 & 6. Potential partners include governmental agencies, nonprofit organizations, community coalitions, universities, etc.

**3.) What partners can help you find research regarding the potential impact of the proposal on the factors identified in Item 3?**

Partner	Research Contributions
SAFE	Expertise on local prevention/addiction climate, survey data, research
THRIVE	Survey data
City of Excelsior Springs	Economic data, policy context
KC Cannabis	Consumer purchasing data, expected revenue, laws, policies, and procedures for cannabis sales

4.) Describe how the proposal could impact the Social Drivers of Health identified in Item 3. How could it impact the health of the community?

Social Drivers of Health	Impact of the Proposal on the Social Driver	Impact of the Social Driver on Community Health	Overall Community Health Impact
Social Norms	Increased convenience and visibility decrease perception of risk	Youth are more likely to use substances, and to use them earlier and more often, when social norms and risk perception are favorable toward that substance	<input type="radio"/> Positive <input checked="" type="radio"/> (X) Negative <input type="radio"/> Mixed <input type="radio"/> None <input type="radio"/> Unclear
Public Safety	Concerns exist that drive-through cannabis sales will increase instances of driving under the influence of cannabis. However, evidence on this limited, outdated, and focused on alcohol	This could result in traffic-related injuries and deaths; however, insufficient evidence exists to suggest this will be the case. This could benefit from increased local data collection and further study	<input type="radio"/> Positive <input type="radio"/> Negative <input type="radio"/> Mixed <input type="radio"/> None <input checked="" type="radio"/> (X) Unclear
Public Safety	Public safety tax revenue would grow by an estimated \$38,000	Strategically investing this revenue into increasing protective and health promoting factors could mitigate harmful impacts of increased adult cannabis use and improve overall health impacts	<input checked="" type="radio"/> (X) Positive <input type="radio"/> Negative <input type="radio"/> Mixed <input type="radio"/> None <input type="radio"/> Unclear
Access to Health Care	Could improve access to medical cannabis for people who struggle with purchasing in-store	People managing health conditions with medical cannabis can do so with fewer barriers. However, marketing cannabis as a general “wellness” product or over emphasizing medical use can increase community health risks.	<input type="radio"/> Positive <input type="radio"/> Negative <input checked="" type="radio"/> (X) Mixed <input type="radio"/> None <input type="radio"/> Unclear
Access to Behavioral Health Services	<p>May remove stigma-related barriers for those using cannabis as a harm reduction strategy for higher-risk drug use (such as opioids).</p> <p>May also increase frequency of use in the general community due to greater convenience.</p>	<p>This could result in a helpful, but imperfect, harm reduction strategy, improving drug-related health outcomes, including overdoses.</p> <p>This could also result in increases in mental and behavioral health problems associated with cannabis due to increased use</p>	<input type="radio"/> Positive <input type="radio"/> Negative <input checked="" type="radio"/> (X) Mixed <input type="radio"/> None <input type="radio"/> Unclear

**5.) Based on the social drivers of health identified in Item 3 and the potential impacts identified in Item 5, identify populations who could be impacted and how the proposal might affect their health.**

Social Drivers of Health	Impacted Population	Health Impact of This Social Driver on This Population	Overall Community Health Impact
Social Norms	Youth – particularly youth lacking protective factors to mitigate substance abuse risk	More visibility and convenience tend to relax social norms around substances, making youth more likely to use them, and more likely to use them earlier	<input type="radio"/> Positive <input checked="" type="radio"/> (X) Negative <input type="radio"/> Mixed <input type="radio"/> None <input type="radio"/> Unclear
Safety (Driving-related harms)	Neighborhoods near cannabis dispensaries	Insufficient evidence exists to support driving-related harms as an impact of this policy change. However, traffic data and DWI arrests in nearby neighborhoods should be monitored and evaluated.	<input type="radio"/> Positive <input type="radio"/> Negative <input type="radio"/> Mixed <input type="radio"/> None <input checked="" type="radio"/> (X) Unclear
Safety (Public Safety Tax Revenue)	People at risk for lacking the five protective factors for substance abuse.	If strategically invested, this money could increase protective factors and promote community health.	<input checked="" type="radio"/> (X) Positive* <input type="radio"/> Negative <input type="radio"/> Mixed <input type="radio"/> None <input type="radio"/> Unclear *If invested in prevention
Access to Health Care	People who use medical cannabis, especially those who are disabled	<p>May remove a barrier to accessing medical cannabis in a timely and efficient manner.</p> <p>However, because there is little medical guidance for medical cannabis use, and cannabis poses risks of other health harms, there are still health risks to balance.</p>	<input type="radio"/> Positive <input type="radio"/> Negative <input checked="" type="radio"/> (X) Mixed <input type="radio"/> None <input type="radio"/> Unclear
Access to Behavioral Health Services	<p>Users of high-risk drugs who may lack other harm-reduction pathways.</p> <p>People managing pain conditions.</p> <p>Frequent users of cannabis who may lack adequate protective factors and mental health care access.</p>	<p>May reduce stigma and improve access to regulated cannabis (as opposed to unregulated) for people using cannabis to manage withdrawal symptoms of high-risk drugs, like opioids or stimulants.</p> <p>May also reduce stigma and access barriers for people using medical cannabis as an alternative to prescription opioids, reducing addiction risk.</p> <p>More convenient access to cannabis products could create or exacerbate mental health problems for frequent users, putting further strain on the mental health system.</p>	<input type="radio"/> Positive <input type="radio"/> Negative <input checked="" type="radio"/> (X) Mixed <input type="radio"/> None <input type="radio"/> Unclear

### Section 3: Recommendation Development

#### 6.) What partners can help you develop recommendations to address or mitigate the potential health impacts identified in Section 2?

**Due to time constraints, partner input was not used in the recommendations developed in the full report. Recommendations are based on applying public health strategies and practices to the existing research. For this reason, recommendations were kept high-level. If the city council would like to explore these recommendations further, the following partners should be consulted to ensure best results. CCPHC can provide technical assistance with this process.**

Partner	Partnership Contributions
SAFE	Community data (potentially hosting community focus groups with CCPHC to inform implementation strategies)
Kansas City Cannabis	Assess the feasibility of recommendations and adjust recommendations to fit realistic workflows and current regulations
Beacon Mental Health	Provide information and perspective on best practices in prevention, provide educational materials
Excelsior Springs Police Department	Input on traffic safety data collection and best practices
Clay County Sherrif's Department	Input on traffic safety data collection and best practices

#### 7.) List recommendations and a brief description of the evidence supporting them.

Recommendation	Evidence
<b>Replace current ordinance with safeguards</b>	Evidence from alcohol/tobacco shows that retail environment influences behavior; safeguards can reduce risk
<b>Limit “wellness” marketing</b>	Studies show risk perception decreases when substances are framed as beneficial or low risk
<b>Require point-of-sale education</b>	Evidence-based education improves awareness and can reduce risky behaviors, especially among youth
<b>Ensure discreet operations</b>	Increased visibility and “appeal” of substances is linked to normalization and youth uptake
<b>Implement data collection and monitoring</b>	Significant research gaps exist; local data is needed to understand real-world impacts
<b>Invest tax revenue in prevention</b>	Strong evidence supports prevention and protective factors in reducing substance use and improving health
<b>Prioritize higher-risk populations</b>	Research shows populations with fewer protective factors face greater substance-related harms
<b>Engage community in decision-making</b>	Community input improves policy relevance, acceptance, and effectiveness

## Section 4: Glossary of Terms

The following definitions were pulled from KHI's Health Impact Checklist. Terms with an asterisk (\*) indicate the definitions have been slightly adjusted by Clay County Public Health Center to reflect changes in terminology required by the current landscape of federal funding opportunities.

**Civic Participation:** Encompasses a wide range of both formal and informal activities including voting, volunteering and participating in group activities or organizations.

**Drivers of Health\*:** The conditions in the environments in which people are born, live, learn, work, play, worship and age that affect a wide range of health, functioning and quality-of-life outcomes and risks.

**Discrimination\*:** A socially structured action that is unfair or unjustified and harms groups or individuals, whether intentional or unintentional. Discrimination can occur at both structural and individual levels. Discrimination can be attributed to social interactions that occur to protect more powerful groups at the detriment of less powerful groups.

**Food Insecurity:** The disruption of food intake or eating patterns due to a lack of money or other resources.

**Housing Instability:** Despite no standard definition, housing instability encompasses a number of housing-related challenges including trouble paying rent, overcrowding, staying with relatives, moving frequently, or spending the bulk of income on housing.

**Impacted Populations:** Populations who were identified by completing the Health Impact Checklist as being impacted by the proposal. Those groups may include populations who face significant barriers to health and well-being (populations of focus).

**Populations of Focus\*:** Populations of focus may include demographic groups such as (but not limited to) older adults, persons with disabilities or chronic illnesses, racial and ethnic minorities, rural/urban residents, children, pregnant women, persons with housing instability or who are homeless, persons with low literacy levels, etc. For the purposes of this assessment, populations of focus may also include those in geographic areas that have limited access to resources, such as neighborhoods that are far from grocery stores and/or healthcare services, areas with limited/no public transit, or economically underdeveloped areas, etc.

**Social Isolation:** A person's lack of social connectedness is measured by the quality, type, frequency and emotional satisfaction of social ties. Social isolation exists when an individual lacks opportunities to be socially connected. Social isolation can impact health and quality of life, as well as ability and motivation to access adequate support. It also can have an impact on the quality of the environment and communities in which a person lives.

**Toxic Stress:** A strong, frequent or prolonged activation of the body's stress management system. Stressful events that are chronic, uncontrollable and/or experienced by children without access to support from caring adults tend to provoke toxic stress responses. Studies indicate that toxic stress can have an adverse impact on brain architecture.

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# Community Development Department Planning & Zoning



February 23, 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 400 of the Code that removes a provision that restricts marijuana dispensaries from having drive-through services.  
*(Public Hearing)*

## **Background:**

In recent years, consumer market trends have shown a clear favorability for curb-side pickup or drive-through services or a variety of goods, including marijuana sales. City of Excelsior Springs is one of the only cities in the Kansas City metropolitan region expressly restricts drive-through services at marijuana dispensaries. This restricts businesses operating in Excelsior Springs, or businesses looking to locate to Excelsior Springs, from competing with other area dispensaries and meeting market demands. Such demands are driven by general consumer preferences, but also by persons with certain disabilities that may benefit from drive-through services. The proposed amendment will alleviate some of these concerns and accommodate local businesses.

## **Amendment Description:**

Currently, section 400.300, which concerns marijuana facilities, prohibits drive-through services for marijuana dispensaries. This is outlined specifically in Section 400.300(D)(6). The proposed amendment removes subsection (6) in its entirety. This change would permit marijuana dispensaries to operate drive-through services, if the business so chooses. The proposed amendment does not change any other regulation or provision concerning marijuana facilities.

The changes will be as follows:

**400.300(D)(6).**

~~Marijuana dispensaries are prohibited from having drive-through services.~~

**(Reserved).**

**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. PZC-26-002**

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED AMENDMENTS TO TITLE IV, CHAPTER 400 OF THE CODE OF ORDINANCES REGARDING DRIVE-THROUGH SERVICES FOR MARIJUANA DISPENSARIES**

**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**, in accordance with Section 404.090(A) of the City's Code of Ordinances, City staff have prepared the application assigned case number ZTA-26-002 to amend Chapter 400 and have presented a staff report for the Planning and Zoning Commission's consideration; and

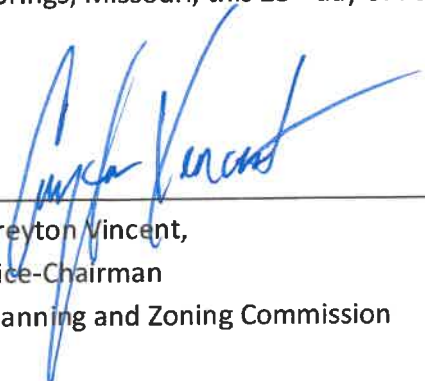
**WHEREAS**, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on February 23, 2026 to consider proposed amendments; and

**WHEREAS**, the Planning and Zoning Commission finds that the proposed amendments will modernize the zoning code to accommodate evolving market practices, support the economic viability of a legal industry, and provide a consistent and predictable regulatory environment for businesses operating within the city.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:**

**Recommendation.** The Planning and Zoning Commission recommends that the City Council approve the application assigned case number ZTA-25-002 to amend Title IV, Chapter 400 of the Code of Ordinances, concerning drive-through services for marijuana dispensaries.

**PASSED AND APPROVED** by the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, this 23<sup>rd</sup> day of February 2026.

  
\_\_\_\_\_  
Creyton Vincent,  
Vice-Chairman  
Planning and Zoning Commission

  
\_\_\_\_\_  
Mallory Brown,  
Community Development Director

**Community Development Department  
Planning & Zoning**



April 29, 2026

**To:** Mayor and City Council  
City of Excelsior Springs

**Re:** Planning and Zoning Case No. VAC-26-001– Petition to Vacate Right-of-Way

On March 30, 2026 the Planning and Zoning Commission held a public hearing for a to consider a petition to vacate a portion of the Bluff and Elizabeth streets right-of-way, located generally northeast of the intersection of Main Street and Excelsior Street and more specifically described in the attached ordinance. City staff presented a report on the proposed amendment and fielded questions from the Commission. A representative of 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 6-0 in favor to recommend approval of the vacation petition.

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

Vacation Petition and Narrative

Legal Description Exhibit

Planning and Zoning Commission Resolution

**ORDINANCE NO. 26-05-02**

**AN ORDINANCE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, RESERVING A GENERAL UTILITY EASEMENT AND VACATING CERTAIN PUBLIC RIGHTS-OF-WAY LOCATED IN THE ORIGINAL TOWN OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI**

**WHEREAS**, a petition has been submitted to the City of Excelsior Springs to vacate a portion of the Bluff Street and Elizabeth Street rights-of-way, located in the Original Town of Excelsior Springs, Clay County, Missouri, in accordance with Article IV of Chapter 540 of the City's Code of Ordinances; and

**WHEREAS**, the petitioner owns property constituting more than two-thirds (2/3) of the abutting and adjoining property to the said rights-of-way.

**WHEREAS**, public notice of a public hearing before the Planning and Zoning Commission was published in the official newspaper of the City, in accordance with Article IV of Chapter 540 of the City's Code of Ordinances; and

**WHEREAS**, City staff completed a review of the petition and found that it generally conforms to the City's long-term goals as outlined in the City's Comprehensive Plan and has recommended approval of the petition to vacate; and

**WHEREAS**, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri held a public hearing on April 27, 2026, to consider the proposed petition to vacate said right-of-way and recommended approval of the proposed vacation to the City Council by a vote of 6-0; and

**WHEREAS**, the City Council of the City of Excelsior Springs, Missouri reviewed and considered the petition at its regular meeting of May 4, 2026, and determined that approval of the petition to vacate the said rights-of-way to be in the City's best interest and aligned with the long-term planning and development goals outlined in the City's comprehensive plan.

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

**Section 1. Reservation of General Utility Easement.** The City Council of the City of Excelsior Springs ("GRANTOR"), does hereby grant, bargain, sell, convey, and reserve unto itself a certain permanent public utility easement or license to the City of Excelsior Springs ("GRANTEE") to locate, construct, and maintain or to authorize the location, construction, and maintenance of conduits, gas mains, water mains, sewer lines, stormwater infrastructure, communication lines, fiber optic lines, cables, pipes, poles, wires, anchors, and surface drainage, and any appurtenances, and all or any of them over, under and along the tract of land designated as "utility easement," which is described as follows:

ALL THAT PART OF BLUFF STREET BETWEEN THE EAST RIGHT-OF-WAY LINE OF MAIN STREET AND WEST LINE OF LOT 38, VILLAS DOWNTOWN EXCELSIOR SPRINGS, A SUBDIVISION OF LAND IN THE CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI, AND ALL THAT PART OF ELIZABETH STREET BETWEEN BLUFF STREET AND THE NORTH RIGHT-OF-WAY OF EAST EXCELSIOR STREET, IN THE ORIGINAL TOWN OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI.

Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing, and maintaining such utility mains and appurtenances, except where permitted by the GRANTEE; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTOR to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation and maintenance of such utility mains and appurtenances.

This easement shall continue in full force and effect and run with the land, binding the GRANTOR and their successors and assigns, and any entity that shall hereafter acquire title to property which contains all or any portion of the utility easement.

**Section 2. Right-of-way Vacation.** The City Council of the City of Excelsior Springs does hereby vacate certain sections of public rights-of-way in the Original Town of Excelsior Springs, more specifically described as follows:

ALL THAT PART OF BLUFF STREET BETWEEN THE EAST RIGHT-OF-WAY LINE OF MAIN STREET AND WEST LINE OF LOT 38, VILLAS DOWNTOWN EXCELSIOR SPRINGS, A SUBDIVISION OF LAND IN THE CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI, AND ALL THAT PART OF ELIZABETH STREET BETWEEN BLUFF STREET AND THE NORTH RIGHT-OF-WAY OF EAST EXCELSIOR STREET, IN THE ORIGINAL TOWN OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI.

Subject to the easement herein above reserved.

**Section 3. Preservation of Existing Easements and Utilities.** Any existing public utility easements, franchise rights, or other encumbrances of record within the vacated area shall remain in full force and effect unless separately released by the affected utility or franchise holder.

**Section 4. Recording.** The City Clerk of the City of Excelsior Springs is hereby authorized and directed to acknowledge a certified copy of this ordinance in the form required by law for the acknowledgement and to cause this ordinance to be recorded in the Office of the Recorder of Deeds of Clay County, Missouri.

**Section 5. Further Action.** The Mayor, City Clerk, and other appropriate City officials are hereby authorized and directed to take any further actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements, and other documents, as may be necessary or convenient to perform all matters herein authorized.

**Section 6. Correction of Errors.** The correction of any scrivener’s errors identified within these articles is hereby authorized by this ordinance.

**Section 7. 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 4th day of May, 2026.

\_\_\_\_\_  
Sonya Morgan, Mayor

ATTEST:

REVIEWED BY:

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

\_\_\_\_\_  
Melinda Mehaffy, City Manager

# Community Development Department Planning & Zoning



April 27, 2026

**To:** Chairman and Commissioners  
Planning & Zoning Commission

**Re:** Staff Report for Case No. VAC-26-001

## **Proposal Summary:**

A petition by Jeff Watkins to vacate Bluff and Elizabeth Street, generally located northeast of the intersection of Excelsior and Main Streets. (*Public Hearing*)

## **General Information:**

Applicant: Jeff Watkins, Devine and Main, LLC  
Location: Northeast of Excelsior and Main Street  
Current Land Use: Undeveloped

Surrounding Zoning & Land Use: North: C-O, Undeveloped/Vacant  
East: R-1A, Single-Family Homes (Villas Downtown)  
South: C-2, Undeveloped/Vacant and R-1A, SF Homes  
West: R-3, Undeveloped/Vacant/Parking

## **Background:**

The subject portions of Elizabeth and Bluff Streets were established by the Original Town plat in 1880. For more than a century, these streets operated like any other street; they were open to traffic, paved, and maintained by the City of Excelsior Springs. However, following the development of The Villas Downtown in 2011, an existing portion of Bluff (also called Foley) street was vacated and the subject portions of Bluff and Elizabeth were closed. While a portion of bluff street still has a paved surface, Elizabeth Street was removed entirely.

The applicant owns the majority of the property surrounding the subject right-of-way and seeks to vacate the area to allow future development of his property.

## **Public Infrastructure and Utilities:**

Ameren: No objections to vacation provided that said vacation excludes any existing electric or gas facilities, known and unknown.

AT&T: No objections or comments regarding the vacation.

Mediacom: No objections or comments regarding the vacation.

Municipal Water and Sewer: No objections to the vacation, provided that the existing sewer main located in the right-of-way is cut and capped according to the Public Works Department's specifications and guidance.

Spire: No objections to the vacation, provided that easements are retained. Spire is requesting a savings clause be included in the ordinance that will protect any existing facilities.

United Fiber: No objections to the vacation, provided that easements are retained and requests an easement to be filed along with the ordinance.

## **Comprehensive Plan:**

The comprehensive plan generally encourages the City to preserve existing rights-of-way to accommodate potential future needs. Strategy 4.1 suggests that the City should utilize underdeveloped and undeveloped rights-of-way to increase overall street network connectivity.

However, the plan also encourages the City to prioritize development that positively impacts the City's fiscal health, particularly by adopting a strategic approach to infrastructure investments. It further suggests that the City should align its infrastructure systems to support future needs.

## **Staff Analysis:**

The comprehensive plan's recommendation that right-of-way should be preserved is intended to provide the City a means to increase the overall connectivity of the street network. However, given that previous vacations of portions of Bluff and Elizabeth Streets have already taken place, future development of these rights-of-way would do very little to increase the connectivity of the street network, if at all.

The redevelopment of this right-of-way would place an additional maintenance cost on to the City and would not advance our long-term transportation goals. By vacating the subject right-of-way, the applicant will be able to more effectively use the property that he owns on either side of the existing right-of-way, allowing for future development that is aligned with the comprehensive plan's long-term goals to activate undeveloped properties downtown.

There are relatively few existing utilities within the subject right-of-way. By including a savings clause in the ordinance and providing United Fiber with an ongoing easement, there will be no impact to any utilities currently located in the right-of-way.

City staff feels the petition to vacate generally conforms to the vision and long-term goals established in the comprehensive plan.

**Staff Recommendation:**

City staff recommends approval of the applicant's petition to vacate this portion of Bluff and Elizabeth Streets.

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 – Legal Description Exhibit

Exhibit C – Resolution

Exhibit D – Draft Ordinance

# Divine Property Management, LLC

30893 W 152nd Street  
Excelsior Springs, MO 64024



12/28/2025

To whom it may concern:

Jeff Watkins, representing Divine Property Management L.L.C, is requesting vacation of right-a-way, as described in attached survey, for the purposes of constructing a parking lot for Tennant's and customers, residing or visiting the property of 103 E Excelsior, 113 N Main, and 111 N Main.

Kind regards,

A handwritten signature in black ink, appearing to be 'Jeff Watkins', with a long, sweeping horizontal stroke extending to the right.

Jeff Watkins  
Owner, Divine Property Management, LLC



Natalie McLean  
Natalie McLean  
Clay Co Missouri

RECEIVED

JAN 02 2026

JAN 02 2026

RECEIVED

RECEIVED  
JAN 02 2026



COMMUNITY DEVELOPMENT  
PLANNING & ZONING  
201 East Broadway  
Excelsior Springs, MO 64024  
Phone: (816) 630-9594  
Fax: (816) 630-9572

FOR OFFICE USE ONLY	
Fee: <b>\$95.00</b>	
Date Received: <u>Jan 2, 2026</u>	
Public Notice Date: _____	
P&Z Hearing: _____	
City Council: _____	
Approved: _____ Denied: _____	

Accounting Code (PP)

## Easement Vacate Application

Case Number: \_\_\_\_\_

Applicant Name (Please Print): Jeff Watkins

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

Property Survey Preparer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Location & Legal Description (attach on a separate sheet if necessary): \_\_\_\_\_

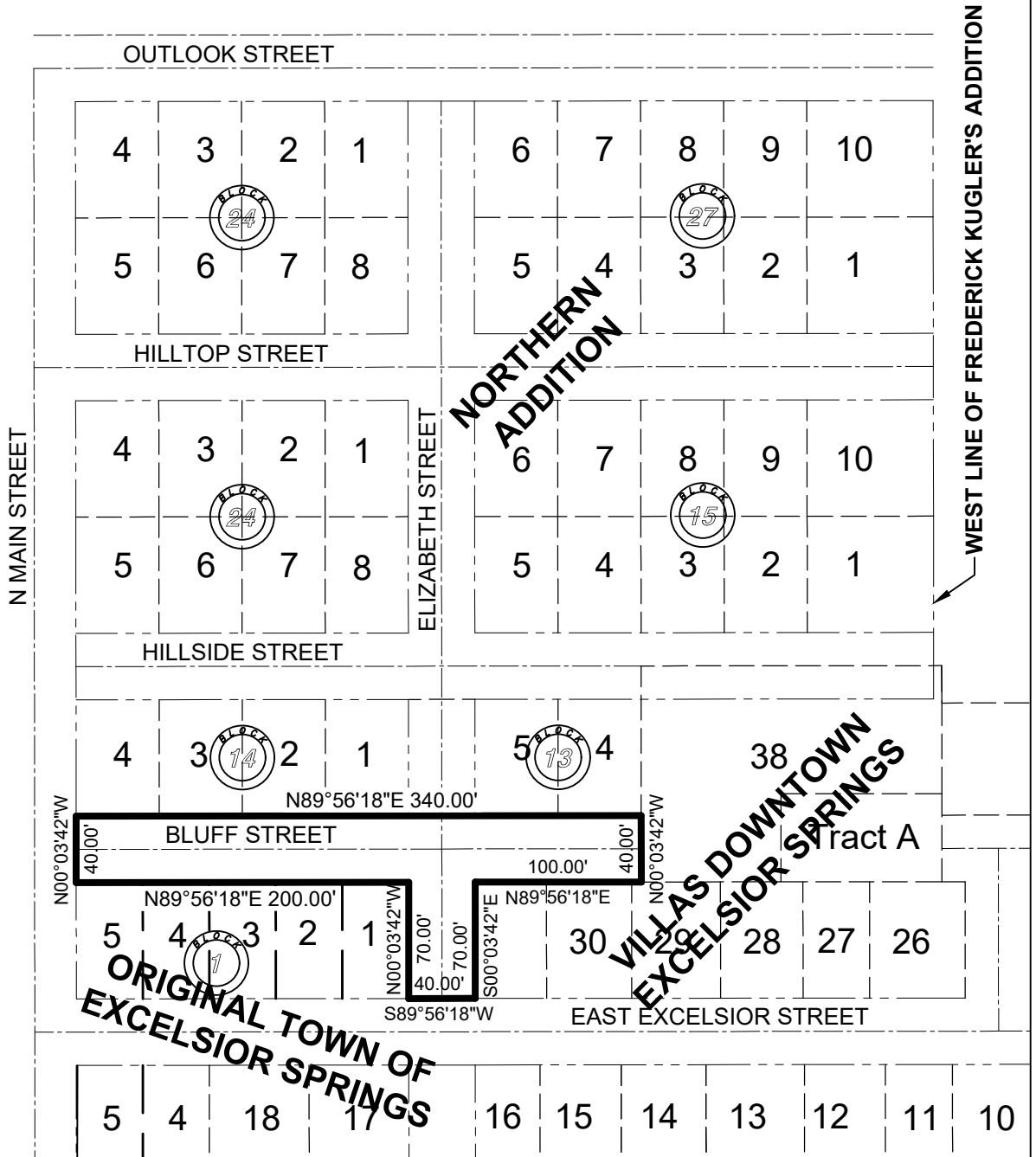
**To be included:**

- Property survey/site plan. (Three 24x36 or large + one 11x17 or smaller)
- Notarized letter requesting vacation of street, alley or common-way attached.
- Proof of ownership of the property, i.e. WARRANTY DEED or a TITLE REPORT with the complete and correct legal description for the subject property.
- Complete the Utility Comments form from the attached Utility Companies indicating their consent to vacate the Right-of-Way. The companies must be contacted, and consent must be received before the Public Hearing can occur.

Applicant Signature: [Signature] Date: 1/2/2026

**STREET VACATION DESCRIPTION**

ALL THAT PART OF BLUFF STREET BETWEEN THE EAST RIGHT OF WAY LINE OF MAIN STREET AND WEST LINE OF LOT 38, VILLAS DOWNTOWN EXCELSIOR SPRINGS, A SUBDIVISION OF LAND IN THE CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI, AND ALL THAT PART OF ELIZABETH STREET BETWEEN BLUFF STREET AND THE NORTH RIGHT OF WAY OF EAST EXCELSIOR STREET, IN THE ORIGINAL TOWN OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI.



**RESOLUTION NO. PZC-26-009**

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI RECOMMENDING THE CITY COUNCIL APPROVE A PETITION VACATING CERTAIN PUBLIC RIGHTS-OF-WAY LOCATED IN THE ORIGINAL TOWN OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI**

**WHEREAS**, a petition has been submitted to the City of Excelsior Springs to vacate a portion of the Bluff Street and Elizabeth Street rights-of-way, located in the Original Town of Excelsior Springs, Clay County, Missouri, in accordance with Article IV of Chapter 540 of the City's Code of Ordinances; and

**WHEREAS**, the petitioner owns property constituting more than two-thirds (2/3) of the abutting and adjoining property to the said rights-of-way.

**WHEREAS**, public notice of a public hearing before the Planning and Zoning Commission was published in the official newspaper of the City, in accordance with Article IV of Chapter 540 of the City's Code of Ordinances; and

**WHEREAS**, City staff completed a review of the petition and found that it generally conforms to the City's long-term goals as outlined in the City's Comprehensive Plan and has recommended approval of the petition to vacate; and

**WHEREAS**, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, after due public notice, held a public hearing on April 27, 2026 to consider the proposed vacation; and

**WHEREAS**, the Planning and Zoning Commission finds that approval of the petition to vacate the said rights-of-way to be in the City's best interest and aligned with the long-term planning and development goals outlined in the City's comprehensive plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:**

**Recommendation.** The Planning and Zoning Commission recommends approval of the petition to vacate certain sections of public rights-of-way in the Original Town of Excelsior Springs, more specifically described as follows:

ALL THAT PART OF BLUFF STREET BETWEEN THE EAST RIGHT-OF-WAY LINE OF MAIN STREET AND WEST LINE OF LOT 38, VILLAS DOWNTOWN EXCELSIOR SPRINGS, A SUBDIVISION

OF LAND IN THE CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI, AND ALL THAT PART OF ELIZABETH STREET BETWEEN BLUFF STREET AND THE NORTH RIGHT-OF-WAY OF EAST EXCELSIOR STREET, IN THE ORIGINAL TOWN OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI.

**PASSED AND APPROVED** by the Planning and Zoning Commission of the City of Excelsior Springs, Missouri, this 27<sup>th</sup> day of April 2026.



Laurie Gehrt,  
Planning and Zoning Commission Chairman



Mallory Brown,  
Community Development Director

## **ORDINANCE NO. 26-05-03**

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

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

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

**SECTION 2.** Conflicts of Interest.

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

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

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

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

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

**SECTION 4. Filing of Reports.**

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

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

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

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

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 4<sup>th</sup> day of May, 2026.

---

Sonya Morgan, Mayor

ATTEST:

---

Shannon Stroud, City Clerk

REVIEWED BY:

---

Melinda Mehaffy, City Manager



# EXCELSIOR SPRINGS

PARKS • RECREATION • COMMUNITY CENTER • WELLNESS

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

(816) 656-2500

[www.es-prcc.com](http://www.es-prcc.com)

Wednesday, April 29, 2026

To: Mayor and City Council

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

Re: Consideration of Boundless BackYard Playground

The Parks & Recreation Department received 6 bids in response to our RFP for the all-abilities playground at Boundless BackYard. The LWCF grant requires us to award to bid to the lowest price that meets all bid specifications. We have received the notice to proceed from the Grant Administrator. We have met with the Parks Foundation as a major contributor to the grant match through fundraising, and received their approval. We also have approval from the Parks & Recreation Board at the monthly Board meeting on April 28<sup>th</sup>. Our recommendation is to award Athco to perform all the work required. They have been able to meet all of our specifications with the bid and were the lowest bid price. We are now asking City Council to approve the expense of \$989,325.00 to complete this playground project, which was the lowest bid and meets all specifications. The funds will be available for this project through LWCF grant, Capital Improvements funds, Parks Foundation fundraising, and P&R operating funds.

Excavation, Fill, Equipment & Equipment Installation, Additional Items:  
\$852,903.00

Concrete Flatwork:  
\$133,582.00

Site Restoration:  
\$2,840.00

**Total Cost of Boundless BackYard playground needing Approval**  
**\$989,325.00**

Respectfully submitted for Mayor and City Council approval.

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

RESOLUTION NO. 1658

A RESOLUTION APPROVING A CONTRACT WITH ATHCO ACQUISITION CORP. FOR THE BOUNDLESS BACKYARD CONSTRUCTION AND INSTALLATION PROJECT IN AN AMOUNT NOT TO EXCEED \$989,325.00

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

**Section 1.** The City Council hereby approves the award of the contract for the Boundless Backyard Construction and Installation project to ATHCO Acquisition Corp. in an amount not to exceed \$989,325.00.

**Section 2.** The Mayor or City Manager is hereby authorized and directed to execute, on behalf of the City, the contract with ATHCO Acquisition Corp., together with such other agreements, bonds, certificates, affidavits, change orders within approved budget authority, and related documents as are necessary to carry out and implement the intent of this Resolution, provided that the final contract documents are approved as to form by the City Attorney.

**Section 3.** The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Resolution.

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

THIS RESOLUTION PASSED AND APPROVED THIS 4th DAY OF May, 2026.

ATTEST:

\_\_\_\_\_  
Sonya Morgan, Mayor

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

REVIEWED BY:

\_\_\_\_\_  
Melinda Mehaffy, City Manager

## **AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR**

### **Boundless Backyard Playground Project**

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Excelsior Springs, Missouri (“City”), and Athco Acquisition Corp. (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

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, IT IS HEREBY AGREED by City and Contractor as follows:

### **ARTICLE I DEFINITIONS**

As used in this Agreement and the other Contract Documents, the following words and phrases shall mean:

- A. “Contractor” A person, firm, or corporation with whom the contract is made by the City.
- B. “City” The City of Excelsior Springs, Missouri.
- C. “City Manager” That person designated by the City as the City Manager.
- D. “Project” 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.
- E. “Project Manager” The following project manager employed by the City of Excelsior Springs to manage the project on behalf of the City: Nate Williams.
- F. “Subcontractor” A person, firm or corporation supplying labor and materials or only labor for the work at the site of the project for, and under separate contract or agreement with the Contractor.
- G. “Substantial Completion” The stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

H. “Work” or “Work on the Project” Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor. Work shall include 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 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 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.

I. “Written Notice” Any notice delivered hereunder and the service thereof shall be deemed completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative on the work.

## **ARTICLE II THE PROJECT AND THE WORK**

A. Contractor shall provide and pay for all Work for the Project.

B. 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.

C. The Project Manager shall act as the City’s representative during the construction period, shall decide questions which may arise as the quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Project Manager may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Project Manager will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of the material supply. The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. Contractor may be furnished additional instructions and detail drawings by the Project Manager, as necessary to carry out the Work required by the Contract Documents. The additional drawings and

instructions thus supplied will become a part of the contract drawings, the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

### **ARTICLE III 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 \$989,325.00. 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. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor’s Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor’s Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor’s Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount 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 Contract Amount. 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 Contract Amount. The work set forth in the Contract Amount shall be itemized in Contractor’s Bid for Unit Price Contracts. All Work not specifically set forth in Contractor’s Bid for Unit Price Contracts 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 Contract Amount set forth in Contractor’s Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE CITY COUNCIL. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE CITY COUNCIL

AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

#### **ARTICLE IV PROGRESS OF WORK /SUBMITTALS**

A. COMMENCEMENT OF WORK. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents. 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. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion, as defined in Article I hereof, not later than May 1, 2027. The Contractor will proceed with the work at such rate of progress to insure Substantial Completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. TIME OF THE ESSENCE. 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 does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather, subject to City approval. Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

D. Time is of the essence in the performance of the Work. Contractor acknowledges that the Project is funded in part through federal grant funds and that completion within the time required by the Contract Documents is critical to the City’s compliance with grant deadlines, public use expectations, and related obligations. If Contractor fails to achieve Substantial Completion of the Work within the time required under this Agreement, including any approved extensions granted by written Change Order, Contractor shall pay the City, as liquidated damages and not as a penalty, the sum of \$500 per calendar day for each day that Substantial Completion is delayed beyond the required completion date. The parties acknowledge and agree that:

1. The actual damages to the City resulting from delay in completion would be difficult to determine with precision;

2. The amount stated herein is a reasonable pre-estimate of the probable damages the City would incur as a result of such delay, including but not limited to extended administrative costs, inspection costs, grant compliance risk, loss of public use, and related expenses; and
3. The liquidated damages amount is intended to compensate the City and is not intended as a penalty.

Liquidated damages shall accrue beginning on the first calendar day after the required Substantial Completion date and shall continue until Substantial Completion is achieved. The City may deduct accrued liquidated damages from any amounts otherwise due or to become due to Contractor. If such amounts are insufficient to cover the accrued liquidated damages, Contractor shall pay the balance to the City upon demand. Assessment of liquidated damages shall not relieve Contractor from liability for any other breach of the Agreement and shall not relieve Contractor of the obligation to complete the Work.

E. DELAY IN PERFORMANCE. In the event the 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, the City may, in the 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.

F. SUSPENSION OF WORK. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

G. DRAWINGS AND SPECIFICATIONS. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Project Manager in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

H. SHOP DRAWINGS. Contractor shall submit to Project Manager for review 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. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of 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. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Project Manager. Review 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. When submitted for the Project Manager's review, any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order. 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 by Project Manager any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Project Manager's review does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

I. MATERIALS, SERVICES AND FACILITIES. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Project Manager. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

J. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents. The City shall provide all inspection and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone

other than the Contractor, the Contractor will give the Project Manager timely notice of readiness. The Contractor will then furnish the Project Manager the required certificates of inspection, testing approval. Inspections, tests or approvals by the Project Manager or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the Contract Documents. The Project Manager will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

If any work is covered prior to inspection by the Project Manager it must, if requested by the Project Manager, be uncovered for the Project Manager's observation and replaced at the Contractor's expense. If the Project Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment.

K. CORRECTION OF WORK. The Contractor shall promptly remove from the premises all work rejected by the Project Manager for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the City may remove such work and store the materials at the expense of the Contractor.

L. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced by brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance and function to that specified, the City may approve, in writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in

existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the work.

M. **SUBSURFACE CONDITIONS.** The Contractor has the responsibility to become familiar with the Project site and the conditions under which work will have to be performed during the construction period prior to submitting its Proposal. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII.

N. **SUPERVISION BY CONTRACTOR.** The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

## **ARTICLE V 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. INFORMATION FOR PROPOSERS
2. This AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR
3. SUBMITTED PROPOSAL PACKAGE
4. PAYMENT AND PERFORMANCE BONDS
5. APPENDIX A
6. APPENDIX B

7. FEDERAL REQUIREMENTS ADDENDUM
8. ANNUAL WAGE ORDER NO. 32

Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and 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 VI PAYMENTS**

A. Prior to 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 Partial Payment to the Project Manager. In addition to the amount of payment requested in the Application for Partial 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, nor shall the Application include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Application all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Application, or return the Application to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Within fifteen (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 proper approval of the City. Project Manager shall review each application for payment and certify for payment such amounts as Project Manager determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage is approved, the remaining retainage

shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

D. 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 in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the City Council. Payment shall be made to Contractor after the City Council review and approve the payment and authorize the Mayor and Finance Director to sign and deliver the check.

E. Neither City Manager nor Project Manager's approval 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.

F. 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, prior to making any payment to Contractor. The subcontractors' and suppliers' 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.

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 Project Manager issues his or her certificate to that effect. Within thirty (30) days after the delivery of the Certificate of Acceptance, City shall pay Contractor all remaining funds which 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. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

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,
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. Damage by Contractor or subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

J. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. 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. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

K. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

## **ARTICLE VII CHANGES/CLAIMS**

A. City, 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. No oral direction or order 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 City, 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 is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, 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 Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of 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, or other 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 five (5) working 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 five-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 VIII 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, 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 name the City, together with its employees and officers, as an additional insured and have not less than the following limits:

- a. Each occurrence \$2,000,000.00
- b. General aggregate \$3,000,000.00
- c. Products/completed operations aggregate \$3,000,000.00

d. 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 \$1,000,000.00 for 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:
  - Bodily injury by accident \$1,000,000.00
  - Bodily injury by disease \$500,000.00 each employee

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 (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. Contractor shall maintain the products and completed operations coverage for not less than one (1) years after the date of final acceptance by City of all of Contractor's Work.

D. Contractor shall obtain property insurance upon the entire Work for the full cost of replacement at the time of loss. This insurance shall list as named insureds City, Contractor, subcontractors, and suppliers. This insurance shall be written as a Builder's Risk/Installation Floater "all risk" or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing, and collapse. This insurance shall, without limitation, insure portions of the Work stored on or off the Project site or in transit, when at the risk of City, Contractor, or a Subcontractor or supplier. Contractor shall be solely responsible for any deductible amounts. This insurance shall remain in effect until final payment has been made to Contractor or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. City and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors, and suppliers for damages caused by risks covered by the property insurance provided for in this Paragraph, except such rights as they may have to the proceeds of the insurance.

E. All policies and certificates of insurance shall provide no less than thirty (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. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven (7) 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.

F. 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.

G. 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. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article shall be

delivered to City's designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

H. Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign immunity or of any defenses, immunities, or limitations of liability available to the City under Missouri law, including but not limited to those set forth in Sections 537.600 and 537.610, RSMo. The requirement that Contractor obtain and maintain insurance, and the City's review, approval, or acceptance of any certificate of insurance or policy, shall not be construed as a waiver of the City's sovereign immunity or of any defenses, immunities, or limitations of liability available to the City under Missouri law, including but not limited to Sections 537.600 and 537.610, RSMo. Nothing in the Contract Documents shall be interpreted as requiring the City to obtain or maintain insurance coverage or as expanding the City's liability beyond the limits expressly provided by Missouri law. The existence of any insurance coverage maintained by either party shall not be deemed a waiver of sovereign immunity or a consent to suit beyond statutory limits.

## **ARTICLE IX INDEMNITY**

A. 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 or willful 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 as set forth in this Agreement.

B. In claims against any person or entity indemnified herein 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 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 X PERFORMANCE BOND**

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the City with a Performance Bond in an amount at least equal to one hundred percent (100%) of

the contract price, conditioned upon the performance by the Contractor all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and shall have a rating of at least "A-" from Best's. The expense shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City.

## **ARTICLE XI COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE**

A. Contractor represents and 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 or violation 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 represents and 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.

## **ARTICLE XII RECORDS REGARDING PAYMENT**

For a period of at least two (2) 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 the 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 XIII NOTICES**

A. 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 completed when sent by certified or registered mail to the other party at City Hall for the City, or the address provided by the Contractor for itself, or delivered in person to said party or their authorized representative.

B. 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 XIV DEFAULT AND TERMINATION**

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, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within seventy-two (72) hours of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the City may deem expedient to correct the default, at Contractor's expense. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance due to Contractor, the Contractor will pay the difference to the City.

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, en route to the site, or in storage or being manufactured or fabricated 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.

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.

F. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Project Manager and City Manager, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all work executed.

G. The City, without terminating the service of the Contractor or written notice to the Surety, through the City Manager may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective work not remedied, (2) claims filed or reasonable evidence indicating probably filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of work in violation of the terms of the Contract Documents.

## **ARTICLE XV TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained herein to the contrary, 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.

## **ARTICLE XVI COMPLIANCE WITH LAWS**

A. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. 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.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

D. Contractor hereby certifies that, pursuant to Section 34.600, RSMo, it has not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel

## **ARTICLE XVII LABOR STANDARDS PROVISIONS**

A. **MISSOURI PREVAILING WAGE LAW.** Not less than the prevailing hourly rate of wages established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards shall be paid to all workers performing work under the Agreement. An Affidavit of Compliance with the Prevailing Wage Law as set forth in Exhibit B shall be completed by Contractor and every Subcontractor employed on the Project prior to final payment. The Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor.

B. **EXCESSIVE UNEMPLOYMENT.** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

C. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

D. **LIMITATIONS ON EMPLOYMENT.** No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Agreement.

## **ARTICLE XVIII EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

## **ARTICLE XIX 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 to any person or entity for any or all of the Work. 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. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this contract shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. 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 XX RESERVED**

## **ARTICLE XXI 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.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction 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 twenty-four (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 XXII COMPETENCE**

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

### **ARTICLE XXIII 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. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this contract. Contractor shall promptly make such corrections as may be necessary be reason of such defects including the repair of any other damages that were caused by defects in the work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment, Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

### **ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT**

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. 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 XXV TAXES**

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any materials or personal property

incorporated into or consumed in the construction project, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

## **ARTICLE XXVI 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. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protections. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Pursuant to Section 292.675 RSMo, Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and Section 292.675 RSMo.

E. Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by

Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. 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. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a change in the time for performance of the Work based on Contractor's compliance with City's reasonable request.

## **ARTICLE XXVII AUTHORIZED EMPLOYEES**

Contractor acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

## **ARTICLE XXVIII INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

## **ARTICLE XXIX 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 XXX PAYMENT BOND**

Simultaneously with delivery of the executed contract, the Contractor shall furnish a payment bond for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bond furnished by Contractor shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall

be a duly authorized surety company satisfactory to the City and shall have a rating of at least “A+” from Best’s or “AA” from Standard and Poor’s in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**ARTICLE XXXI  
SEVERABILITY**

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE XXXII  
NO PRESUMPTION AGAINST THE DRAFTER**

No presumption or inference against the City shall be made because of the City’s preparation of this Agreement or other Contract Documents.

**ARTICLE XXXIII  
DISPUTES/ATTORNEY FEES/GOVERNING LAW/VENUE**

A. 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.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles.

C. Venue for any action arising out of or relating to this Agreement or the Work performed hereunder shall lie exclusively in the Circuit Court of Clay County, Missouri. The parties agree to submit to the jurisdiction of such court for the resolution of any such dispute.

**ARTICLE XXXIV  
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

**ARTICLE XXXV  
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction. All such laws, orders and

regulations are applicable to this Project and are made a part hereof by reference.

**ARTICLE XXXVI  
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 VII 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF EXCELSIOR SPRINGS, MISSOURI:

By: \_\_\_\_\_  
Sonya Morgan, Mayor

ATTEST:

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

CONTRACTOR:

Athco Acquisition Corp.

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SECRETARY, \_\_\_\_\_  
(Name Printed)

**EXHIBIT A – SCOPE OF WORK**

See Information for Proposers and Submitted Proposal Package

**EXHIBIT B**  
**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, \_\_\_\_\_, upon being duly sworn upon my oath state that:

(1) I am the \_\_\_\_\_ of \_\_\_\_\_;

(2) all requirements of Section 290.210 to 290.340. RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this Contractor's work on \_\_\_\_\_ PROJECT;

(3) I have reviewed and am familiar with the labor standards provisions and prevailing wage rules established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards;

(4) based upon my knowledge of these rules, including all occupational titles set out in the applicable regulations, I have completed full and accurate records clearly indicating:

(a) the names, occupations, and crafts of every worker employed by this Company in connection with this Project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed,

(b) the payroll deductions that have been made for each worker, and

(c) the amounts paid to provide fringe benefits, if any, for each worker.

(5) the amounts paid to provide fringe benefits, if any, were irrevocable paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers;

(6) these payroll records are kept and have been provided for inspection to the authorized representative of the City and will be available, as often as may be necessary, to such City and such other regulatory agencies as may be deemed necessary;

(7) such records shall not be destroyed or removed from the State of Missouri for one (1) year following the completion of Contractor's work on this Project;

(8) when in effect, the requirements of Sections 290.550 through 290.580 RSMo. Pertaining to excessive unemployment were fully satisfied; and

(9) there has been no exception to the full and complete compliance with the provisions and requirements of the wage orders applicable to the Agreement and Contract Documents.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out herein may subject me to criminal prosecution.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission expires:

**PERFORMANCE BOND**

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT between the CITY OF EXCELSIOR SPRINGS and CONTRACTOR, for construction of \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, designated Ordinance / Resolution No. \_\_\_\_\_, in every particular, \_\_\_\_\_ [insert name of Company], as Principal, and \_\_\_\_\_ [insert name of surety], as Surety, hereby firmly bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, unto the City of Excelsior Springs, Missouri, (“City”) in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, by these presents:

THE CONDITION OF THIS OBLIGATION is such 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 duties, obligations, covenants, and conditions pursuant to the terms of the Contract Documents during the original term thereof, and any extensions thereof which may be granted by the City, including, without limitation, all warranty obligations and duties and if the Principal shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and hold harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City for all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or to the specifications.

PROVIDED FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the Agreement price more than twenty percent (20%), so as to bind the

Principal and the Surety to the full and faithful performance of the Agreement as so amended. The term "Amendment", wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

The Performance Bond above is accepted by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR AS PRINCIPAL

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

(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

\_\_\_\_\_  
SURETY

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

(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Note:**

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT.
- If Contractor is a partnership, all partners must execute the Bond.

**SURETY POWER OF ATTORNEY MUST BE ATTACHED**

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that \_\_\_\_\_  
\_\_\_\_\_ a \_\_\_\_\_ [insert corporation, partnership or  
individual], hereinafter called Principal, and \_\_\_\_\_ [insert  
name of surety], hereinafter called Surety, are held and firmly bound unto the CITY OF  
EXCELSIOR SPRINGS, MISSOURI ("City"), and unto all persons, firms and corporations who  
or which may furnish labor, or who furnish materials to perform as described under the Agreement  
and Contract Documents more fully described below and to their successors and assigns in the  
total \_\_\_\_\_ aggregate \_\_\_\_\_ penal \_\_\_\_\_ sum \_\_\_\_\_ of  
\_\_\_\_\_ D  
ollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of  
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal  
entered into a certain Agreement with the City, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, for the construction of \_\_\_\_\_ approved by Ordinance / Resolution  
No. \_\_\_\_\_;

NOW, THEREFORE, 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, and all insurance  
premiums, workers' compensation, and all other kinds of insurance, on such Work, and for 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.

Surety hereby stipulates and agrees that 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 its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

The Payment Bond above is accepted by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

CONTRACTOR AS PRINCIPAL

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

(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

---

SURETY

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

(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Note:**

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT
- If Contractor is a partnership, all partners must execute the Bond.

**SURETY POWER OF ATTORNEY MUST BE ATTACHED**

**FEDERAL REQUIREMENTS ADDENDUM**  
(LWCF FUNDED PROJECT)

This Federal Requirements Addendum (“Addendum”) is incorporated into and made a part of the Agreement between the City of Excelsior Springs, Missouri (“City”) and Athco Acquisition Corp. (“Contractor”) for the Boundless Backyard Construction and Installation Project (the “Project”).

The Project is funded in whole or in part through the Land and Water Conservation Fund (“LWCF”) and is therefore subject to federal requirements. Contractor agrees to comply with the following provisions, which are in addition to, and not in limitation of, other requirements contained in the Agreement. In the event of conflict, the more stringent requirement shall control.

**1. Equal Employment Opportunity**

Contractor shall comply with Executive Order 11246, as amended, and implementing regulations at 41 C.F.R. Part 60. Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative action to ensure equal employment opportunity in hiring, promotion, compensation, training, and other employment practices. Contractor shall include this provision in all subcontracts.

**2. Copeland Anti-Kickback Act (40 U.S.C. § 3145)**

If this contract involves construction subject to federal labor standards, Contractor shall comply with the Copeland Anti-Kickback Act and 29 C.F.R. Part 3. Contractor shall not induce any employee to give up any part of compensation to which such employee is entitled under contract.

**3. Davis-Bacon Act (If Applicable)**

If required by federal funding conditions, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) and 29 C.F.R. Part 5. Contractor shall pay all laborers and mechanics not less than prevailing wage rates as determined by the U.S. Department of Labor. If Davis-Bacon does not apply to the Project under the applicable grant conditions, this clause shall not require compliance.

**4. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708)**

If the contract exceeds \$100,000 and involves employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act. Contractor shall pay overtime compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in a workweek.

**5. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**

If this contract exceeds \$100,000, Contractor certifies that:

- (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal official in connection with the awarding of any federal contract or grant; and
- (b) If non-federal funds are used for lobbying activities, Contractor shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” as required. Contractor shall require this certification in all subcontracts exceeding \$100,000.

## **6. Clean Air Act and Federal Water Pollution Control Act**

If this contract exceeds \$150,000, Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to:

- The Clean Air Act (42 U.S.C. § 7401 et seq.); and
- The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.).

Contractor shall report violations to the City, which shall report such matters to the federal awarding agency and the appropriate EPA Regional Office.

## **7. Debarment and Suspension (2 C.F.R. Part 180; 2 C.F.R. § 200.214)**

Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs. Contractor shall not subcontract with any party that is debarred or suspended. Contractor shall immediately notify the City if it becomes debarred or suspended during performance of this Agreement.

## **8. Access to Records (2 C.F.R. § 200.337)**

Contractor shall provide the City, the federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records directly pertinent to the Project for purposes of audit, examination, excerpting, and transcription. Contractor shall retain such records for a period of not less than three (3) years after final payment, or longer if required by law or pending audit.

## **9. Termination for Federal Cause**

In addition to other termination provisions contained in the Agreement, the City may terminate the Agreement in whole or in part if federal funding for the Project is reduced, suspended, or terminated, or if the City is directed by the federal awarding agency to terminate the contract. In such event, Contractor shall be paid only for work properly performed to the date of termination.

## **10. Procurement of Recovered Materials (2 C.F.R. § 200.323)**

To the greatest extent practicable and consistent with law, Contractor shall use products and services that:

- Contain recycled content;
- Are energy efficient;
- Are water efficient;
- Are environmentally preferable;
- Are biobased; or
- Reduce the use of single-use plastic products.

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as applicable.

## **11. Compliance With All Federal Grant Conditions**

Contractor shall comply with all other federal statutes, regulations, executive orders, and grant conditions applicable to LWCF funding that are incorporated into the City's grant agreement. Contractor shall include all applicable federal flow-down requirements in any subcontract.

**12. Conflict**

If any provision of this Addendum conflicts with the Agreement, the provision imposing the greater compliance obligation on Contractor shall control.

## **Appendix A**

**Debarment, Suspension and Other Responsibility Matters;  
Drug-Free Workplace Requirements, Lobbying, Non-  
Segregated Facilities certifications, and Work Authorization  
Affidavit**

**EXHIBIT**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

The project sponsor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<b>BOX A:</b>	To be completed by a non-business entity as defined below.
<b>BOX B:</b>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> .
<b>BOX C:</b>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY	
<p>I certify that _____ (<b>Company/Individual Name</b>) <b><u>DOES NOT CURRENTLY MEET</u></b> the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because:                      (check the applicable business status that applies below)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> I am a self-employed individual with no employees; <b>OR</b>  <input type="checkbox"/> The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.                 </p> <p>I certify that I am not an alien unlawfully present in the United States and if _____ (<b>Company/Individual Name</b>) is awarded a Land and Water Conservation Fund Grant for _____ (<b>Project Title</b>) and if the business status changes during the project period to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to proceeding with the project as a business entity, _____ (<b>Company/Individual Name</b>) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Natural Resources, Division of State Parks with all documentation required in Box B of this exhibit.</p>	
<p>_____                      Authorized Representative’s Name (Please Print)</p> <p>_____                      Company Name (if applicable)</p>	<p>_____                      Authorized Representative’s Signature</p> <p>_____                      Date</p>

**EXHIBIT 1, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the project sponsor must perform/provide each of the following. The project sponsor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the project sponsor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the project sponsor's name and the MOU signature page completed and signed, at minimum, by the project sponsor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the project sponsor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT 1, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The project sponsor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the proposed Land and Water Conservation Fund project with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the proposed Land and Water Conservation Fund project for the duration of the project period, if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

_____ Authorized Representative's Signature	_____ Printed Name
_____ Title	_____ Date
_____ E-Mail Address	_____ E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

**(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)**

**BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the Land and Water Conservation Fund project with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the project sponsor's name and the MOU signature page completed and signed by the project sponsor's and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**CERTIFICATION OF  
NON-SEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE-. The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

Contractor Signature \_\_\_\_\_

Typed Name & Title \_\_\_\_\_ Date \_\_\_\_\_

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

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CHECK \_\_\_ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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CHECK \_\_\_ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART C: Certification Regarding Drug-Free Workplace Requirements**

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*CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.*

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

---

---

---

Check \_\_\_ if there are workplaces on files that are not identified here.

---

**PART D: Certification Regarding Drug-Free Workplace Requirements**

---

*CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.*

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

---

**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

---

*CHECK \_\_\_\_\_ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK \_\_\_\_\_ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

---

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

---

TYPED NAME AND TITLE

---

DATE

**Appendix B**

**Clay County Annual Wage Order. No. 32**

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

## Annual Wage Order No. 32

Section 024  
**CLAY COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$74.08
Boilermaker	\$36.40*
Bricklayer-Stone Mason	\$64.33
<b>Carpenter</b>	<b>\$66.73</b>
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.22
Plasterer	
Communication Technician	\$63.19
Electrician (Inside Wireman)	\$72.26
Electrician Outside Lineman	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$36.40*
Glazier	\$59.01
Ironworker	\$72.20
Laborer	\$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.40*
Plumber	\$81.51
Pipe Fitter	
Roofer	\$60.78
Sheet Metal Worker	\$78.40
Sprinkler Fitter	\$70.79
Truck Driver	\$59.41
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	\$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$52.62
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

## PROPOSAL PRICING FORM

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	Excavation, Fill, Equipment & Equipment Installation				\$807,087.00
	A. Site Work				
	B. Materials & Equipment			\$348,535	
	C. Alternates <span style="color: red;">See Note Below</span>				
Sub Total					
2	Concrete Flatwork				\$133,582.00
	A. Site Work				
	B. Materials & Equipment				
Sub Total					
3	Site Restoration				\$2,840.00
	A. Site Work				
	B. Materials & Equipment				
Sub Total					\$943,509.00
Additional Costs: \$45,816.00 Tunnel, rentals, dumpsters, P&P Bond, backfill, drainage, offload, mobilization, railings, freight				<b>PROPOSAL TOTAL:</b>	\$989,325.00

- Proposal prices listed in the Proposal Schedule shall include all applicable taxes and fees
- Include a detailed breakdown of these total prices.

The undersigned Respondent hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal Alternates: There is not adequate room to include a Two-Bay Zipkruze (zip line) in the available space. We can quote but this feature would need to be outside the provided site plan due to space required for base bid equipment. We'll need direction on how to proceed and what area of the park is usable. Site furnishings: to provide a material or labor quote, we'll need to know what equipment is desired. Premier Polysteel catalog included with bid.

Seat walls: 24" Tall seat walls with footing, 18" wide. 4" reinforced concrete sidewalk with raised edges in the areas indicated on the plans.

Tunnel: We have a few ideas that we'll consult with the City on since there is no provided detail on size, length or finish.

is made without connection with any other person, company, or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Respondent further declares that it has examined the Request for Proposals, all addenda (if any), the proposed Contract Documents, and the Scope of Work; that it has visited the site (if applicable); that it has satisfied itself as to the conditions to be encountered in performing the Work; and that it understands and agrees that the Contract, if awarded, will be awarded to the Respondent whose proposal is determined by the City to be in the best interest of the City. The Respondent agrees, if awarded the Contract, to execute the Agreement and furnish the required bonds, insurance certificates, affidavits, and other required documents within the time specified in the Request for Proposals. The Respondent certifies that it is authorized to do business in the State of Missouri or will obtain such authorization prior to award, and that it will comply with all applicable federal, state, and local laws and regulations. The undersigned certifies that he or she is duly authorized to execute this Proposal on behalf of the Respondent.

Name of Respondent (Legal Entity Name):

Athco Acquisition Corp.

Business Address:

13500 West 108th Street

Lenexa, KS 66215

Telephone Number:

913-469-5600

Email Address: athco@athcollc.com

Federal Tax ID Number: 92-1369661

If Corporation:

State of Incorporation: Kansas

By: 

(Signature)

Printed Name: Collin Anderson

Title: Sales Consultant/Partner

Date: 4/14/26

(Seal, if applicable)

If Partnership:

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

(Signature of Partner)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

If Sole Proprietorship or LLC:

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

Printed Name: \_\_\_\_\_

Title/Capacity: \_\_\_\_\_

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

**33. Agreement.** The following pages contain the form of Agreement to be entered into between the selected Proposer and the City. By submitting a response to this Request for Proposals, the Proposer represents and warrants that it has reviewed the Agreement and accepts its terms and conditions. The Proposer further agrees, if selected by the City for award, to execute the Agreement in substantially the form contained herein within the time specified by the City, together with all required bonds, insurance certificates, affidavits, and other required documents, unless modifications are mutually agreed upon in writing by the parties prior to execution.

# Quote



ATHCO Acquisition Corp.  
 13500 W. 108th St.  
 Lenexa, KS 66215  
 Phone: 913-469-5600 Direct: 913-346-3642  
 athco@athcollc.com

Date: 4/14/2026  
**All prices subject to acceptance within 30 days**

**Prepared by: Collin Anderson**

**To accept this quote, sign here and return**

**TO:** City of Excelsior Springs  
 RE: Boundless Backyard  
 Nate Williams

**Payment Terms Net 30 days**

Description	QTY	UNIT PRICE	TOTAL
LSI Design #1205438-01-02 (per renders and site layout)	1	\$ -	\$ 989,325.00
Concrete curbing and sidewalk		\$ -	\$ -
Seatwalls		\$ -	\$ -
Turf Safety Surfacing		\$ -	\$ -
Tunnel		\$ -	\$ -
Railing - condensed down to 6' sections on each side of tunnel		\$ -	\$ -
Shades		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

**NOTES: 50% down payment due at time of order**

SUBTOTAL	\$ 989,325.00
INSTALLATION OPTION	Not Included
FREIGHT	Included
SALES TAX - N/A	N/A
<b>Quote Total</b>	<b>\$ 989,325.00</b>

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

For orders \$1,000 & over, add 3% to the Quote Total if paying by credit card

**Thank you!**



The play components detailed on this plan are IPEMA certified. The model on file is precise with the use and layout of these components conform to the requirements of ASTM F1487. The model product certificate can be found at: [www.ipema.org](http://www.ipema.org)

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGE 6-144 MOS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

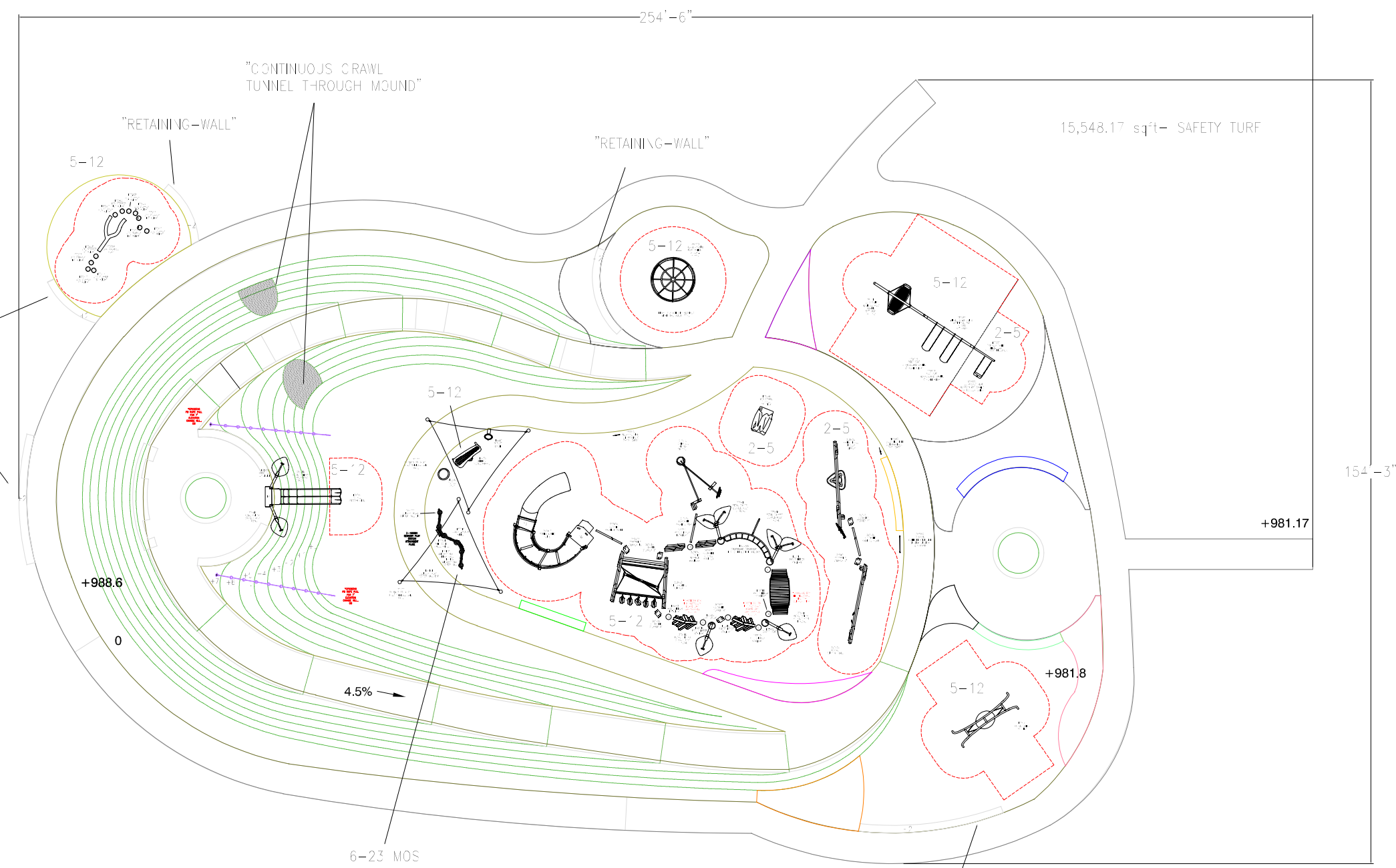
THE CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US PRIOR TO CONSTRUCTION. DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF ALL PLAYERS, ORIENTATION, AND LOCATION OF ALL UTILITIES, UTILITIES, AND SITE FURNISHINGS PRIOR TO OPENING. SUGGESTIONS SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT. (PER ASTM F1487 STANDARD COVER OVER SAFETY PERFORMANCE SPECIFICATIONS FOR PLAY-GROUND EQUIPMENT FOR PUBLIC USE, SECTION 6. CURRENTLY PERIODIC, THE SUBSURFACE MUST BE WELL DRAINAGE. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STONY SUBSOIL OR A TYPICAL DRAIN.

REMARKS:  
ACCESSIBLE PROTECTIVE SURFACING (PER F1487) IS RECOMMENDED

DESIGNED BY:  
RBP  
COPYRIGHT: 3/18/26  
LANDSCAPE STRUCTURES, INC.  
101 214 STREET SOUTH - P.O. BOX 199  
DELAND, MINNESOTA 55328  
PH: 1-800-597-0025 FAX: 763-437-1971

Date	1205438-01-01	RBP
Previous Drawing #		
Initials		



PlayBooster and Forma  
(5-12 years)  
5-12 Max Fall Height: 96 inches

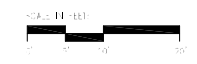
6-23 MOS  
Freestanding Play  
(6-23 months)

IT IS THE MANUFACTURER'S OPINION AND INTENT THAT THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARD ASTM F2373

Forma  
(2-5 years)  
2-5 Max Fall Height: 96 inches

TOTAL ELEVATED PLAY COMPONENTS	2		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	2	REQUIRED	1
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	34	REQUIRED	1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	14	REQUIRED	14

TOTAL ELEVATED PLAY COMPONENTS	0		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	13	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	9	REQUIRED	9



Boundless Backyard  
Excelsior Springs, MO

ATHCO  
Collin Anderson

SYSTEM TYPE:  
Forma/Freestanding  
DRAWING #:  
1205438-01-02



<b>Boundless BackYard</b>	<b>Athco (LSI)</b>	<b>Parkscape</b>	<b>ABCreative</b>	<b>Byrne &amp; Jones (Burke)</b>	<b>Great Southern</b>	<b>Cunningham</b>
<b>Excavation, Fill, Equipment &amp; Equipment Installation</b>			\$ 20,588.00			
A. Site Work	\$ 458,552.00	\$ 20,250.20	\$ 198,949.95	\$ 378,428.00	\$ 328,571.00	
B. Materials & Equipment	\$ 348,535.00	\$ 639,570.71	\$ 639,672.05	\$ 434,000.00	\$ 703,481.20	
C. Alternates				\$ 65,000.00		
Total	\$ 807,087.00	\$ 659,820.91	\$ 838,622.00	\$ 812,428.00	\$ 1,052,230.20	
<b>Concrete Flatwork</b>						
A. Site Work		\$ 78,836.00		\$ 181,215.00		
B. Materials & Equipment		\$ 279,945.00		\$ 58,000.00	\$ 219,000.00	
Total	\$ 133,582.00	\$ 358,781.00	\$ 133,093.33	\$ 239,215.00	\$ 219,000.00	
<b>Site Restoration</b>						
A. Site Work		\$ 23,800.00		\$ 46,357.00	\$ 22,500.00	
B. Materials & Equipment						
Total	\$ 2,840.00	\$ 23,800.00	\$ 6,166.67	\$ 46,357.00	\$ 22,500.00	
Notes	Add'l Costs: tunnel, rental, dumpsters, P&P bond, backfill, drainage, offload, mobilization, railings, freight = \$64,355	Discount: - \$48,038.00 Hybrid Turf: \$251,424.25	Price does not include mound tunnel			Everything included within the list of features & equipment
<b>Total Bid Amount</b>	<b>\$ 989,325.00</b>	<b>\$ 999,992.71</b>	<b>\$ 1,090,127.00</b>	<b>\$ 1,098,000.00</b>	<b>\$ 1,319,604.80</b>	<b>\$ 1,353,151.89</b>
	<i>\$1,007,864 with ramp fence/railing added</i>	<i>\$994,363.71 without sensory play and communication board</i>	<i>\$998,440 without boards, tunnel, and hill seat wall</i>			*does not include bonds
<b>Qualifications of Proposer</b>						
Authority to do business in Missouri	Y	Y		Y		Y
Statement of Tax Compliance	Y	Y		Y		
Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements, Lobbying, and Non-Segregated Facilities Cert.	Y	Y		Y		Y
Federal Work Authorization Affidavit	Y	Y		Y		Y
Statement of Non-collusion	?	Y		Y		
Evidence of insurance coverages	Y	Y		Y		Y
Made in USA	Y	Y		Y		Y
Maintenance & Warranty	Y	Y		Y		Y
Payment Bond	Y	Y	Y	Y	Y	
Performance Bond	Y	Y	Y			
May 1, 2027 Deadline	Y	Y	Y	Y		
<b>Bid Specifications: Features</b>						
Follow Concept Plan	Y - minor change for fall prevention area	Y	Y	Y	Y	Y
Variety of hillside slides (roller, double, etc)	Y	Y	Y	Y	Y	Y - missing back slide
Log pile climbing (challenge course set up for ages 1-5)	Y	Y	Y	Y	Y	Y
Variety of swings (baby & parent, toddler, youth, wheelchair)	Y	Y - 2 bay	Y	Y - 2 bay	Y - 2 bay	Y - 2 bay
In-ground merry-go-round that is ADA compliant	Y	Y	Y	Y	Y	Y
Teeter-totter style bouncing feature that is ADA compliant		Y	Y- trampoline	Y	Y	Y
Sensory play areas with tactile play panels, communication and butterfly education	Y	Y	N	N	N	N
Musical instruments	Y	Y	Y	Y	N	Y
Climbing structure	Y	Y	Y	Y	Y	Y
Climbing features utilizing hillside	Y	Y	Y	Y	N	Y
At least 2 shade structures over play areas	Y	Y	Y	Y	N	Y
Tunnel Walway	Y	Y	N	N	N	Y
Seatwalls at Entry	Y	Y	Y	N	N	Y
Seatwalls at top of hill	Y	Y	N	N	N	Y
Seatwalls throughout play areas	Y	Y	Y	Y	N	Y
Log Dome	Y	Y	Y	Y	Y	Y
Log Hanging	Y	Y	Y	N	Y	Y
Wheelchair spinner	Y	Y	Y	Y	Y	Y
Adaptive Bouncing	Y	N	Y	Y	Y	Y
Wheelchair Swing	Y	Y - must transfer	Y	Y - must transfer	Y	Y
Individual Spinner	Y	Y	Y	Y	Y	Y

**Boundless BackYard**

Athco (LSI)	Parkscap	ABCreative	Byrne & Jones (Burke)	Great Southern	Cunningham
-------------	----------	------------	-----------------------	----------------	------------

Total Bid Amount	\$ 989,325.00	\$ 994,363.71	\$ 998,440.00	\$ 1,098,000.00	\$ 1,319,604.80	\$ 1,353,151.89
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# ESPRCC ANNUAL REPORT

**2025**



PRESENTED BY:  
**NATE WILLIAMS, CPRP, AFO**

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# esprcc Overview

ESPRCC operates a Parks & Recreation Division funded by property tax and a Community Center funded by sales tax benefits from diversified revenue streams tailored to specific community needs.

The Parks & Recreation Division relies on the stability of property tax revenues to maintain parks, trails, sports fields, and other recreational facilities & programs.

Conversely, the Community Center, funded through sales tax, leverages economic activity to offer dynamic indoor programs, fitness facilities, and event spaces, adapting to changing demands.

Staffing for the Parks & Recreation Division typically includes maintenance crews, a Recreation Coordinator, and program supervisors who ensure the upkeep of public assets and delivery of outdoor services as well as recreational activities.

In contrast, the Community Center often employs staff such as fitness instructors, lifeguards, and customer service representatives to manage its unique offerings. Both areas require strong administrative and managerial oversight to coordinate operations effectively, align services with community needs, and ensure transparency in the use of public funds. Collaboration between divisions is essential to provide a seamless experience for residents while maximizing the impact of property and sales tax funding.



# Our Formula



# Finding esprcc?

PARK NAME	ADDRESS	Year	Acres	97 GAZEBOS	129 BENCHES	130 PICNIC TABLES	131 BLEACHERS	140 CONCESSION STAND	134 BARBEQUE GRILLS	105 GARDEN	106 GARDEN - BUTTERFLY	20 PONDS/LAKES/RIVER	123 NATURE PATH	137 WALK OR BIKE PATH	155 NATURAL AREA/TREES	136 PARKING	142 WATER FOUNTAIN	151 RESTROOMS	153 TRASH BINS	150 RECYCLING BINS	117 SAFETY RULES SIGN	3 SOFTBALL/BASEBALL FIELDS	4 BASKETBALL COURTS	13 SOCCER FIELDS	15 TENNIS OR PICKLEBALL CT	SPLASH PAD/AQUATICS	PLAYGROUNDS	OTHER	
CENTURY BARK		2019	5.12												X														X
CENTURY PARK	1601 Wornall RD	2009	8.43	2	X	X			X	X	X				X	X	X		X	X	X						X	X	
COMMUNITY CENTER	500 TIGER	2016	7.67		X	X	X	X		X					X	X	X	X	X	X		X				X			
EAST VALLEY PARK	211 Isley Blvd		9	3	X	X			X			X	X	X	X				X		?							X	
EDDIE RAPER PARK	1416 Orrick Rd		17.78				X					X		X	X		X	X			?	2		X			X	X	
ISLEY PARK WOODS	In East Valley Park		11										X	X															
JIM E PIBURN BALLFIELD	100 Penn St		14.26				X	X							X		X				?	1							
KENT & OUTLOOK PARK	E North St		0.47											X					X		?		X		X				
KIBLER PARK	923 Dunbar Avenue		1		X									X					X		?		X				X		
LINCOLN PARK	601 Osage		0.81	1	X	X			X						X				X		?						X		
LUNA VALLEY PARK	1220 Curtis Ave	2017	0.76												X												X		
MILWAUKEE ST PARK SPACE	1220 Milwaukee St		4.18							X					X												X		
PAUL CRAIG PARK	100 Penn St									X	X	X	X	X	X	X	X	X			?		X				X		
RAINBOW SPLASH PARK	300 Sherri Ln	2021	1.28																							X		X	
RAINBOW TRAIL					X								X	X															
REGENT PARK	908 S Marietta St		5.07								X		X	X	X			X	X		X		X	X	X		X		
SILOAM MOUNTAIN PARK	607 Ellsworth St	1964	25	3	X	X		X					X	X	X	?	X	X	X		?						X		
SILOAM SPRINGS PARK	108 Temple Avenue	2024	0.2		X													X		X							X		
SUNNYSIDE PARK	305 Dunbar Avenue		3.78	2	X	X		X							X	X			X		?						X		
WILDWOOD PARK	St. Louis Avenue/Wildwood Avenue		2												X				X										
GET FIT PARK	1300 Brunke Rd		0.55																							X	X		
Total Acres			118.4																										



# Parks & Rec By The Numbers

**PROGRAMS: SPORTS** 1,091

**PROGRAMS: OTHER** 1,471

**SPECIAL EVENTS** 940

**FACILITY RESERVATIONS** 302

### HIGHLIGHTS

Traditional Sports Leagues  
Women's Volleyball

Summer Programs & P&R Month  
Movies in the Park series  
Sport Camps

Candy Cane Hunt  
Earth Day Clean Up

Internal & External Park Reservations  
Ballfield Reservations



Community Center

# By The Numbers

## PROGRAMS: FITNESS

2,481

### HIGHLIGHTS

Personal Training  
Family Workout  
Homeschool Art & PE

## PROGRAMS: FEAT PERF.

1,593

Performance Training  
Combo Clinics

## PROGRAMS: AQUATICS

1,468

Swim Lessons  
US Masters Swim  
Pumpkin Plunge

## PROGRAMS: SENIORS

13,586

Lunch Program (12,540)  
Summer Cook Out  
Holiday Celebrations

## PROGRAMS: CHILD WATCH

4,349

Check-Ins

## SPECIAL EVENTS

1,173

Fall Fest  
Holiday in Whoville  
Workshops

## FACILITY RESERVATIONS

270

Community Room Reservations  
Party Room Reservations  
+Comp. Pool Rentals (296 hrs)



# 2025 Picture Recap



# ESPRCC Financials

Parks & Rec (210)	2024	2025	2026 Budget
Taxes	\$843,476	\$844,473	\$879,803
Charges for Services	\$43,437	\$54,753	\$49,550
Other	\$61,944	\$31,995	\$42,300
Expenditures	\$954,319	\$954,798	\$847,294
Profit(Loss)	-\$5,462	-\$23,577	\$124,359
Ending Balance	\$151,635	\$128,058	\$252,417

Community Center (281)	2024	2025	2026 Budget
Taxes	\$1,000,000	\$800,000	\$750,000 *Phase 3 Pool Units
Charges for Services	\$1,438,644	\$1,632,969	\$1,705,300
Other	\$55,709	\$78,189	\$120,400
Expenditures	\$2,423,373	\$2,503,770	\$2,570,171
Profit(Loss)	\$70,257	-\$18,947	\$5,529
Ending Balance	\$757,785	\$737,364	\$742,893



# ESPRCC Virtually



Parks & Rec	Social Media		Community Center	Social Media
Views	886.4K		Views	2.5M
New Follows	559 (+105%)		New Follows	1.2K
Page Visits	19.4K		Page Visits	85.8K
Interactions	8.8K (+179%)		Interactions	22.6K (+138%)
Most Viewed Post	July 23 <sup>rd</sup> - 40,397		Most Viewed Post	Nov. 11 <sup>th</sup> - 27,011
	Singletrack Trail Announcement			Whoville Event Announcement
Total Followers	5,165		Total Followers	8,249

ESPRCC Website		
Clicks	32.1K	
Impressions	195K	
Top Pages	Home	/membership
	22,723 clicks	2,195 clicks
Top Queries	excelsior springs community center	16,060 clicks

# Project Progress



**Boundless BackYard**



**Competition Aquatics**

## Boundless BackYard:

The new park being constructed off Milwaukee St is coming along nicely. In 2025 the 1/8 mile walking trail added custom butterfly benches, the parking lot was completed, the restroom was completed, and construction was started on the picnic shelter.

The grading has also been a large project for Phase II where the all-abilities playground will be installed.

In October 2025, the Department received a LWCF grant. We were awarded \$500,000 toward the playground structures. The Department also was approved for \$350,000 from the Capital Improvements Authority to go toward the grant match. Along with these funds, the Parks Foundation will be contributing \$100,000 toward the match for the playground grant.

## Indoor Aquatics:

The indoor pool received some much needed attention in 2025. We worked with Navitas for project management to oversee some major repairs to the Natatorium. We were able to install brand new pool dehumidification unit, locker room rooftop unit, sandblast ductwork paint, new LED lighting, handrail paint, tile repair by spa, many touch up areas, rust removal, and deep cleaning.

Overall, the project was a success and with final numbers cost us less than anticipated at only \$850,000.



## Partnerships and Community

The ESPRCC Department continues to build a strong partnership with groups in the community. In 2025 we saw this on display through co-hosting the Special Olympics, ESSD Comprehensive Planning, Career Center students to help with competition pool bubble, 2nd grade swim lessons, student incentive days, Earth Day Clean Up, Piccadilly Gala, P&R Month Kick-Off Party, and many more...

# Future Outlook and Goals

The ESPRCC Department aims to leverage the development of the new all-abilities playground as a catalyst for growth and innovation. Future goals include enhancing accessibility by incorporating universally designed facilities and programs, fostering inclusivity for people of all ages and abilities. The department plans to expand community-centered programming. Partnerships with local organizations, schools, and advocacy groups will be pursued to amplify impact and reach. Additionally, efforts will focus on long-term growth by developing complementary amenities like walking trails and picnic areas, and on increasing visibility through strategic marketing and outreach. These initiatives will position the department as a leader in creating inclusive, engaging, and environmentally conscious recreational spaces.

# Contact Us



[www.es-prcc.com](http://www.es-prcc.com)



816.630.1040 | PR  
816.656.2500 | CC



[info@es-prcc.com](mailto:info@es-prcc.com)



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