

CITY COUNCIL AGENDA

**Monday, March 2, 2020
City Council Meeting 6:00 PM**



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, March 2, 2020** in the Council Chambers, 201 East Broadway, Excelsior Springs, Missouri, to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

The tentative agenda of this meeting is as follows.

City Council
City of Excelsior Springs

A G E N D A

City Council Meeting, 6:00 PM
Monday, March 2, 2020

Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Minutes of the Regular City Council Meeting of February 18, 2020

Minutes of the Special City Council Meeting of February 24, 2020

Consideration of Agenda

1. Presentation - Planning & Zoning's Annual Report
2. Consideration of Board Appointment to the Vintage Plaza CID - Resolution No. 1198
3. Consideration of SCADA On-Call Agreement - Ordinance No. 20-03-01
4. Consideration of Lamp Rynearson On-Call Agreement for Services - Ordinance No. 20-03-02
5. Consideration of Overlay Project Design with Lamp Rynearson - Ordinance No. 20-03-03
6. Consideration of Amendment to Title V of the Municipal Code Regarding Dangerous Buildings - Ordinance No. 20-03-04
7. Appropriations - Ordinance No. 20-03-05
8. Remarks - City Manager
9. Remarks - City Council
10. Remarks - Mayor
11. Adjourn

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

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

Date and Time of Posting: Wednesday, February 26, 2020 at 5:00pm

REGULAR COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
February 18, 2020

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:03 pm on Tuesday, February 18, 2020 in the Council Chambers of the Hall of Waters Building. The meeting was called to order by Mayor Eales.

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

The Pledge of Allegiance was led by Mayor Eales.

Roll Call of Members: Present: Mayor Brad Eales, Mayor Pro-Tem Sharon Powell, Councilwoman Sonya Morgan, and Councilman Brent McElwee.

Absent: Councilman Ambrose Buckman.

VISITORS: None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 3, 2020:

Mayor Pro-Tem Powell made a motion to approve the minutes of the Regular City Council Meeting of February 3, 2020. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Morgan, McElwee, Powell, Eales

 Nays: None, motion carried.

Minutes of the Regular City Council Meeting of February 3, 2020 passed and approved February 18, 2020.

CONSIDERATION OF AGENDA:

Councilwoman Morgan made a motion to approve the agenda as presented. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: McElwee, Morgan, Powell, Eales

 Nays: None, motion carried.

The agenda as presented passed and approved February 18, 2020.

PUBLIC HEARING – PUBLIC TRANSPORTATION 5311 GRANT:

Chad Birdsong, Director of Public Works briefed the Council on the grant.

Mayor Pro-Tem Powell made a motion to open the Public Hearing regarding the 5311 Grant Application. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

The Public Hearing for the 5311 Grant Application was opened for public comment. There were no visitors in attendance that gave public comment.

Councilwoman Morgan made a motion to close the Public Hearing regarding the 5311 Grant Application. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

The Public Hearing for the 5311 Grant Application was closed.

ORDINANCE NO. 20-02-03, CONSIDERATION OF PUBLIC TRANSPORTATION 5311 GRANT APPLICATION:

Mayor Eales read by title Ordinance No. 20-02-03.

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

Councilman McElwee made a motion to place Ordinance No. 20-02-03 authorizing the Mayor to apply for Federal Financial Assistance pursuant to Section 5311 of Title 49, United States Code, on behalf of the City of Excelsior Springs, Missouri, and to execute any contract(s) resulting from such application for any grants between the City of Excelsior Springs, Missouri and the Missouri Highways and Transportation Commission providing for Capital, Operating, and/or Marketing Assistance, comprised of federal funds to be expended for commission-approved transit projects on second reading. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-02-03.

Councilwoman Morgan made a motion to approve Ordinance No. 20-02-03 authorizing the Mayor to apply for Federal Financial Assistance pursuant to Section 5311 of Title 49, United States Code, on behalf of the City of Excelsior Springs, Missouri, and to execute any contract(s) resulting from such application for any grants between the City of Excelsior Springs, Missouri and the Missouri Highways and Transportation Commission providing for Capital, Operating, and/or Marketing Assistance, comprised of federal funds to be expended for commission-approved transit projects. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Ordinance No. 20-02-03 passed and approved February 18, 2020.

ORDINANCE NO. 20-02-04, CONSIDERATION OF REFUNDING CERTIFICATES OF PARTICIPATION FOR WATER BONDS:

Mayor Eales read by title Ordinance No. 20-02-04.

Steve Marriott, Director of Administrative Services briefed the Council of the Ordinance and thanked all parties involved that provided assistance with the project.

Councilman McElwee made a motion to place Ordinance No. 20-02-04 approving the execution and delivery of \$10,035,000 principal portion refunding certificates of participation, Series 2020A, for the purpose of refunding outstanding certificates of participation, Series 2010B, issued for the water system project; paying the costs of delivery; and authorizing and approving certain other documents and actions in connection with the execution and delivery of said refunding certificates of participation on second reading. Motion was seconded by Mayor Pro Tem Powell.

Roll Call of Votes: Ayes: McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-02-04.

Councilwoman Morgan made a motion to approve Ordinance No. 20-02-04 approving the execution and delivery of \$10,035,000 principal portion refunding certificates of participation, Series 2020A, for the purpose of refunding outstanding certificates of participation, Series 2010B, issued for the water system project; paying the costs of delivery; and authorizing and approving certain other documents and actions in connection with the execution and delivery of said refunding certificates of participation. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Ordinance No. 20-02-04 passed and approved February 18, 2020.

ORDINANCE NO. 20-02-05, CONSIDERATION OF REFUNDING CERTIFICATES OF PARTICIPATION FOR SEWER BONDS:

Mayor Eales read by title Ordinance No. 20-02-05.

Steve Marriott, Director of Administrative Services briefed the Council of the Ordinance.

Councilwoman Morgan made a motion to place Ordinance No. 20-02-05 approving the execution and delivery of \$14,195,000 principal portion refunding certificates of participation, Series 2020B, for the purpose of refunding outstanding certificates of participation, Series 2010D, issued for the sanitary sewer system project; paying the costs of delivery; and authorizing and approving certain other documents and actions in connection with the execution and delivery of said refunding certificates of participation on second reading. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-02-05.

Councilman McElwee made a motion to approve Ordinance No. 20-02-05 approving the execution and delivery of \$14,195,000 principal portion refunding certificates of participation, Series 2020B, for the purpose of refunding outstanding certificates of participation, Series 2010D, issued for the sanitary sewer system project; paying the costs of delivery; and authorizing and approving certain other documents and actions in connection with the execution and delivery of said refunding certificates of participation. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

Ordinance No. 20-02-05 passed and approved February 18, 2020.

PROCLAMATION – ANNIVERSARY OF AMERICAN LEGION AUXILIARY:

Mayor Eales read aloud the proclamation celebrating the American Legion Auxiliary's centennial. Coletta Happy, Anna Unterreinier, Haldeen O'Dell, and Brenda Spicer, members of the Local American Legion Auxiliary, Clyde Gustine Post #236 were present to accept the proclamation.

RESOLUTION NO. 1196, CONSIDERATION OF BOARD APPOINTMENT TO THE VINTAGE CID:

Mayor Eales read by title Resolution No. 1196.

Mayor Pro-Tem Powell made a motion to approve Resolution No. 1196 re-appointing Bob Craven to the Vintage Plaza Community Improvement District Board of Directors. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Resolution No. 1196 passed and approved February 18, 2020.

PRESENTATION – DEP ANNUAL REPORT:

Lyndsey Baxter, Executive Director of the Downtown Excelsior Partnership presented their 2019 Annual Report. The Board of Directors were mentioned, a financial summary was given as well as the 2019 re-investment statistics, social campaigns, downtown business mix, vacancy, 56 total projects completed, the BBQ Contest and the Christmas Kick Off were added this year. Plans for 2020 launched our \$5,000 assistance money from grants, want to utilize allies into public spaces, add videography this year, and we are 1 of 7 accredited cities in the Main Street program.

ORDINANCE NO. 20-02-06, APPROPRIATIONS:

Mayor Eales read by title Ordinance No. 20-02-06.

Steve Marriott, Director of Administrative Services briefed the Council of the Ordinance.

Councilwoman Morgan made a motion to place Ordinance No. 20-02-06 approving Appropriations in the amount of \$3,185,776.19 on second reading. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-02-06.

Mayor Pro-Tem Powell made a motion to approve Ordinance No. 20-02-06 approving Appropriations in the amount of \$3,185,776.19. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Ordinance No. 20-02-06 passed and approved February 18, 2020.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. Nothing this evening.

Councilwoman Morgan:

1. Nothing this evening.

Mayor Pro-Tem Powell:

1. Lyndsey Baxter and DEP hosted a successful Chocolate Fest this year.

Councilman Buckman:

1. Absent.

Councilman McElwee:

1. Nothing this evening.

Mayor Eales:

1. Yes, the Chocolate Tour was good.
2. Steve, thank you and all the others for the work done on the bond.
3. How about those Chiefs?

With no further business at hand, and no topics for the CLOSED SESSION Immediately Following Pursuant to Section 610.021 RSMo. (1) Legal, the Regular City Council Meeting of February 18, 2020 adjourned at 6:26 pm.

ATTEST:

BRADLEY T. EALES, MAYOR

SHANNON STROUD, CITY CLERK

SPECIAL CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
February 24, 2020

The City Council of the City of Excelsior Springs, Missouri met in a Special City Council Meeting at 8:30 AM, on Monday, February 24, 2020 in the Council Chambers of the Hall of Waters Building. The Meeting was called to order by Mayor Eales.

Roll Call of Members: Present: Mayor Brad Eales, Mayor Pro-Tem Sharon Powell, Councilwoman Sonya Morgan, and Councilman Ambrose Buckman.

Absent: Councilman Brent McElwee.

RESOLUTION NO. 1197, CONSIDERATION OF AUTHORIZING EXECUTION OF AN OWNER/MORTGAGEE WAIVER:

Mayor Eales read by title the Resolution.

Kristen Dehart, Chief Executive Officer of the Excelsior Springs Hospital briefed the Council of the Resolution. Cameron Meyer is also in attendance to answer questions. John McClelland, City Attorney explained to Council this is a normal procedure for the hospital to ask the land owner to sign a waiver, there are no financial liabilities beyond the normal that the Director of Administrative Services controls, and this allows the hospital to gain access to the facility in case of a fire or emergency situation. Questions were answered by hospital administration regarding equipment and depreciation.

Councilman Buckman made a motion authorizing the execution of an Owner/Mortgagee Waiver. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: Morgan, Buckman, Powell, Eales

 Nays: None, motion carried.

Resolution No. 1197 passed and approved February 24, 2020.

COMMENTS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. Did not have any items but asked if City Council wants to discuss the incident and phone calls they received from home owners in the Golf Hill area. Police Chief Clint Reno was in attendance for questions regarding the break in of one of the homes. The home owner and the neighborhood would like to form a Neighborhood Watch. A meeting by the neighborhood has been set for Thursday, February 27, 2020. They contacted City Council and the Police Department, and have asked for their support. The meeting will be posted so a quorum of City Council may attend.

Mayor Pro-Tem Powell:

1. Nothing.

Councilwoman Morgan:

1. Nothing.

Councilman McElwee:

1. Absent.

Councilman Buckman:

1. Nothing.

Mayor Eales:

1. Nothing.

The Special City Council meeting adjourned at 8:37 am.

ATTEST:

BRADLEY T. EALES, MAYOR

SHANNON STROUD, CITY CLERK

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic feel.

EXCELSIOR SPRINGS COMMUNITY DEVELOPMENT

2019 ANNUAL REPORT

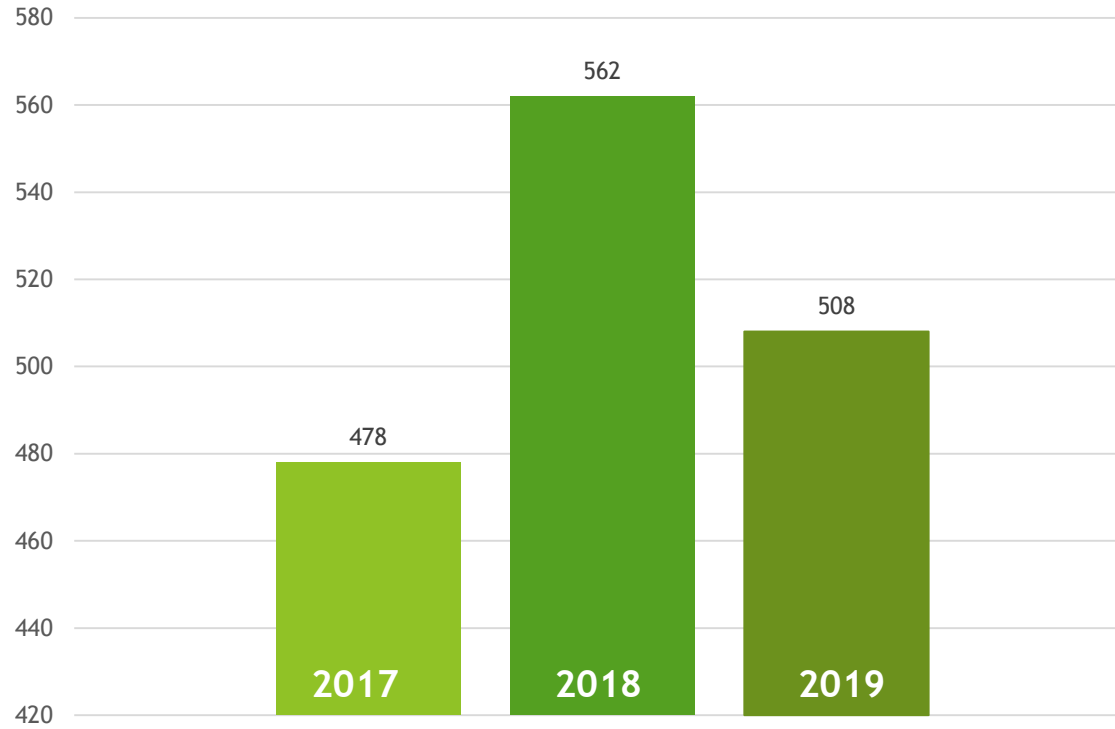
Building Permits:

2017 \$8,731,686

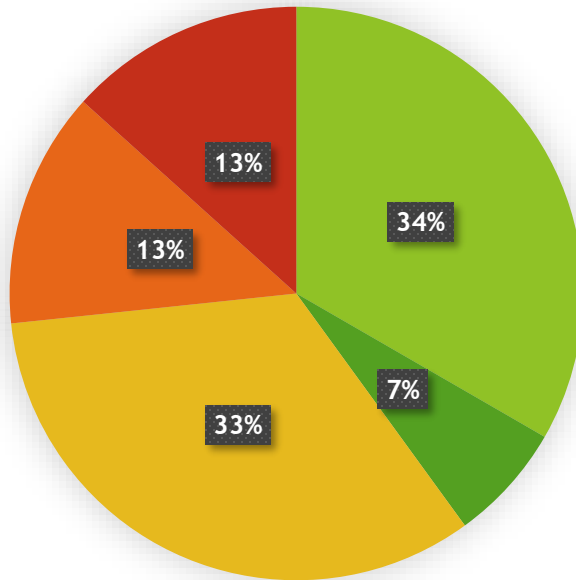
2018 \$15,445,583

2019 \$8,028,255

Building Inspections

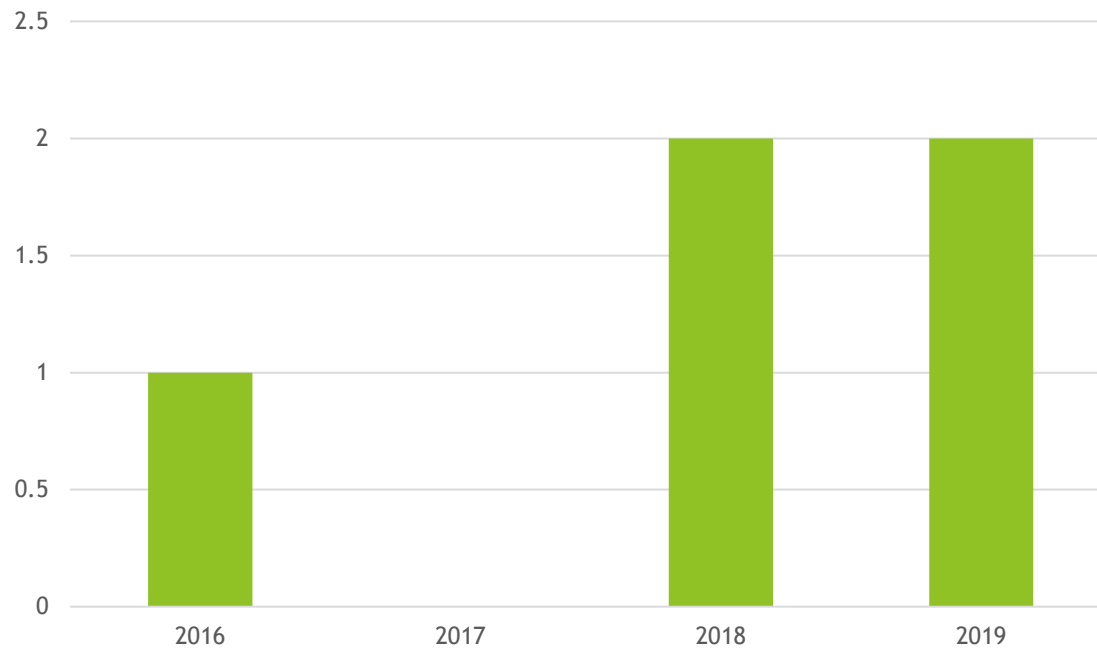


Planning and Zoning

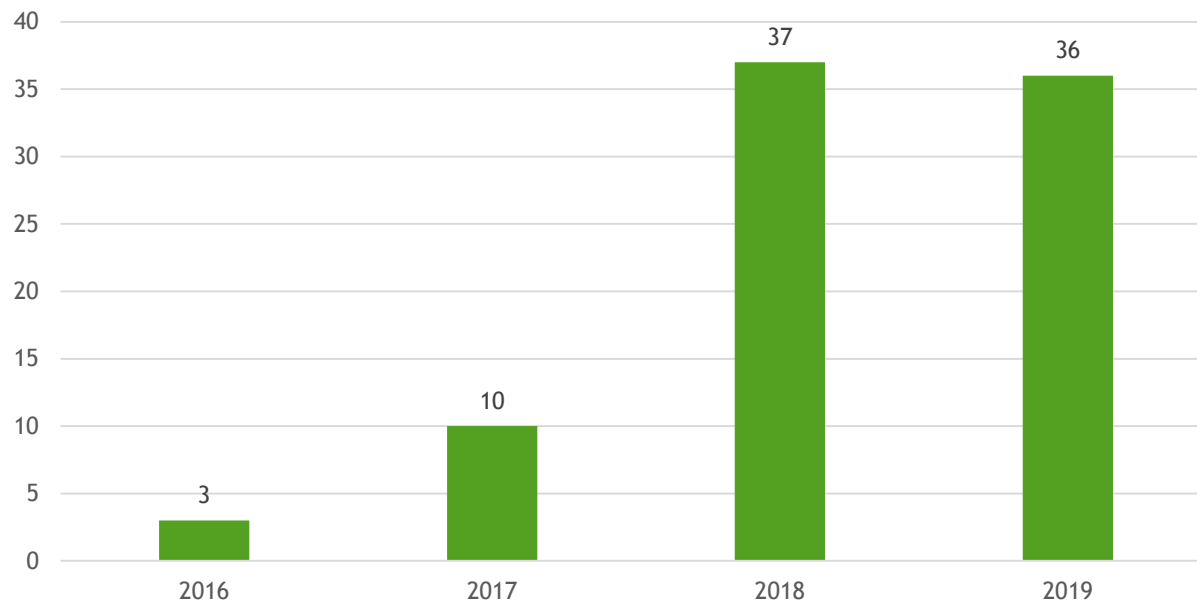


- Rezoning
- Preliminary/Final Plat
- Zoning Text Amendment
- Special Use Permit

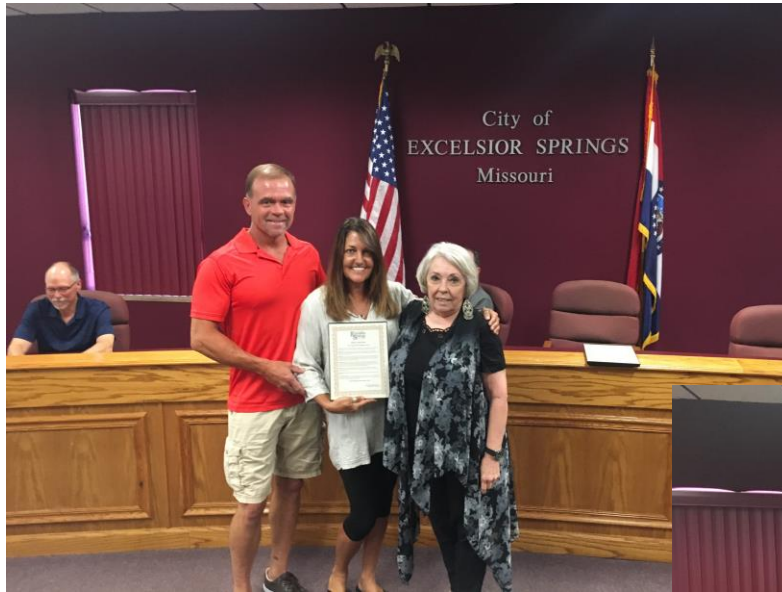
Board of Zoning Adjustment Cases



Certificates of Appropriateness



HPC Award Presentations

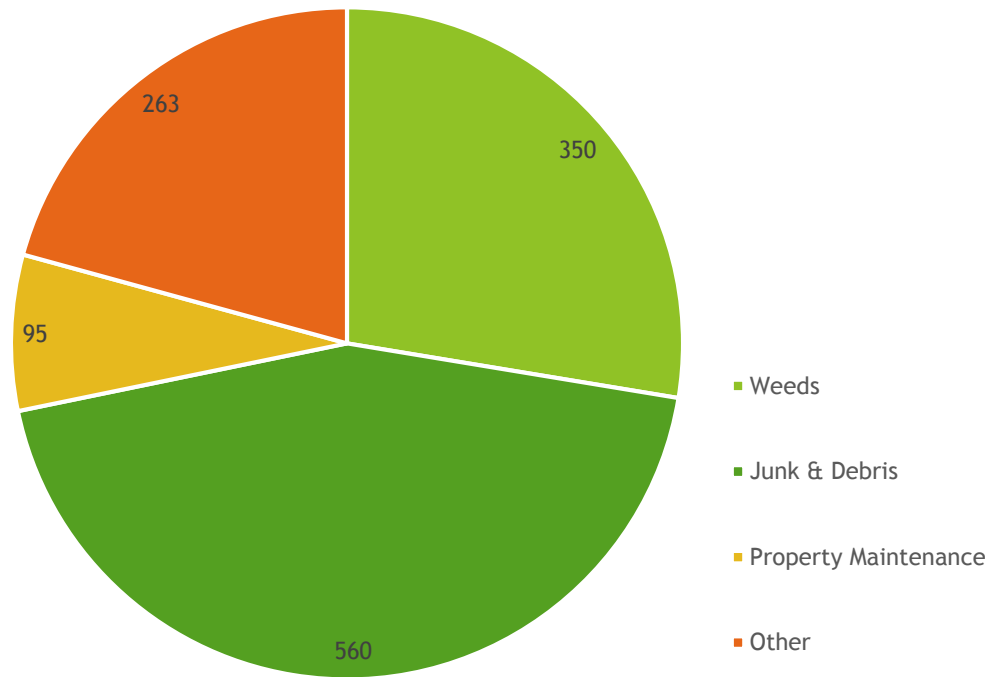


2019 Outstanding
Commercial Redevelopment
423 S Thompson

2019 Outstanding
Residential Redevelopment
426 Concourse Avenue



Code Cases



48 Court Cases

Economic Development

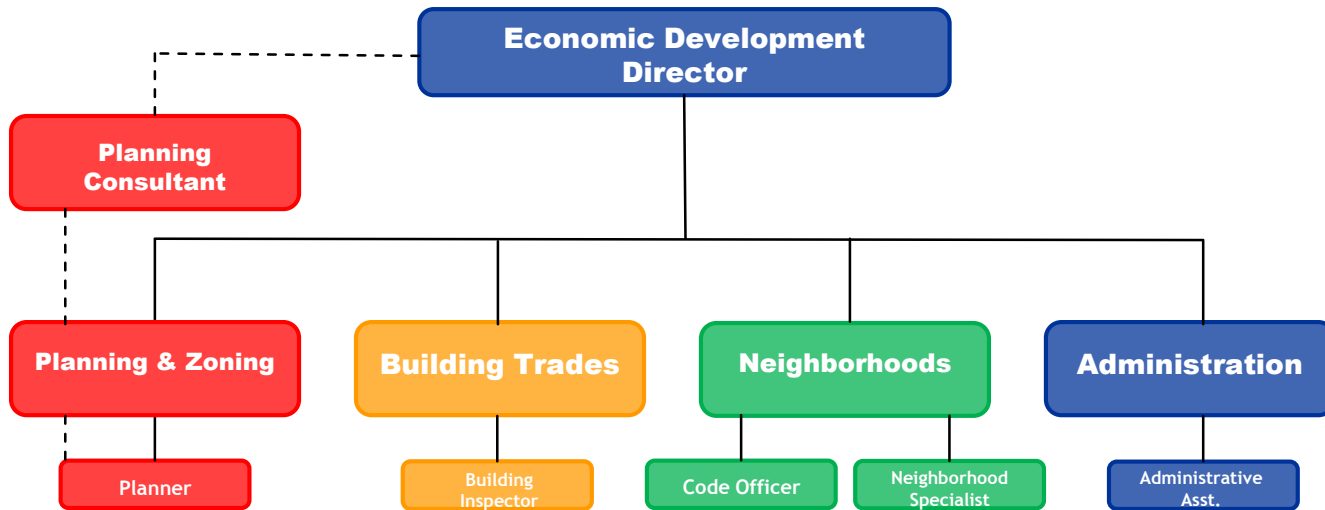
4 - 353 Abatement Projects in 2019

Total Investment exceeds \$140,440 in eligible expenses

Tax Abatement in 2019 Projects: \$86,743

2020 Projects due by March 15 for 2020 approvals at
County Assessor

Excelsior Springs Community Development Department Organizational Chart



Community Development Staff

Melinda Mehaffy, Economic Development Director

Administration:

Lisa Morgan, Administrative Assistant

Building Trades:

Michael Thompson, Building Inspector

Neighborhoods:

Laura Mize, Neighborhood Specialist

Cory Wartner, Code Compliance

Planning:

Doug Hermes, Planning Consultant

Planner, Open Position



City Council Meetings
Council Meeting 3/2/2020

To: Mayor and City Council

From: Molly McGovern, City Manager

Date 2/25/2020

RE: Consideration of Board Appointment to the Vintage Plaza CID - Resolution No. 1198

Regarding the appointments of Board and Commission members, Mayor Eales plans to make the following appointment by Resolution at the Regular City Council Meeting on Monday, March 2, 2020 at six o'clock in the Council Chambers. Appointments are subject to Council approval:

NAME: Mr. Brian Yarbrough

BOARD: Vintage Plaza Community Improvement District

HISTORY: Member appointed until 12/19/23 to replace Sonny Parker

A motion and vote is necessary to approve the appointment.

Respectfully submitted,

Molly McGovern, City Manager

ATTACHMENTS:

Description

Resolution

Type

Resolution Letter

Upload Date

2/25/2020

RESOLUTION NO. _____

WHEREAS, on March 2, 2020, the City Council of the City of Excelsior Springs, Missouri (the “City”) appoints Board and Commission Representative Brian Yarbrough to the Vintage Plaza Community Improvement District Board of Directors.

BE IT RESOLVED, that after March 2, 2020, the Mayor and members of the Excelsior Springs City Council will observe the appointment of Brian Yarbrough to the Vintage Plaza Community Improvement District Board of Directors.

THIS RESOLUTION PASSED AND APPROVED THIS ____ DAY OF _____, 2020.

APPROVED:

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Public Works
Council Meeting 3/2/2020

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Date: 2/24/2020
RE: Consideration of SCADA On-Call Agreement - Ordinance No. 20-03-01

The city's water distribution system, sewer collection system and treatment plants are operated by a SCADA system for operation, monitoring and control. The existing SCADA system was built in 2013 and 2014 along with many improvements during that time that were completed thru the bond improvement projects.

Recently, we have looked to improve the services which maintains the system. Thru the cooperative purchasing provision of services that is offered by the Mid America Regional Council, and the Mid-America Council of Public Purchasing, we have selected R.C. Pedrotti Company Inc. as the most qualified and lowest and best bid. We have met with representatives from Pedrotti Co. and discussed our system with them. We believe they will be able to offer us professional services which will allow us to keep our system maintained in the best possible way. This agreement will be for one year starting on March 1, 2020 and ending on February 28, 2021. The schedule of pricing is based on the Kansas City contract thru the cooperative purchasing program.

An ordinance has been prepared for your consideration and approval for the agreement with R.C. Pedrotti Company Inc., which is attached. If you have any questions, please don't hesitate to call me at 630-0755.

Sincerely,

Chad Birdsong, Director of Public Works

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	2/25/2020
Exhibit A to Ordinance-Agreement	Exhibit	2/25/2020
Exhibit A to Contract - Price Schedule	Exhibit	2/25/2020

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF EXCELSIOR SPRINGS TO ENTER INTO AN AGREEMENT WITH R.E. PEDROTTI COMPANY, INC. FOR WATER AND WASTEWATER SYSTEM SERVICES

WHEREAS, the City of Excelsior Springs, Missouri ("City") has determined that the expenditure of funds for the provision of Process Instrumentation, Process Controls, Calibration, Replacement Equipment, Services and Repairs for the City water and wastewater treatment systems (the "Services") is necessary for the benefit of the public; and

WHEREAS, the City selected R.E. Pedrotti Company, Inc. ("Contractor") as the most qualified firm and lowest and best bid for provision of the Services through cooperative purchasing with the Mid-America Council of Public Purchasing (MACPP) and Mid-America Regional Council (MARC); and

WHEREAS, the City and Contractor have reached an agreement concerning the provision of and payment for such Services.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City of Excelsior Springs shall enter into an agreement whereby Contractor shall provide the Services to the City on an on call basis for the period from March 1, 2020 through February 28, 2021, at the rates set forth in the Agreement attached hereto as Exhibit A (the "Agreement"), with payment for the Services to be made from the Water Fund, Pollution Control Fund or other City fund depending on the nature of the Services..

Section 2. The execution and delivery of the Agreement, in substantially the form attached hereto as Exhibit A, and the payment of funds to Contractor as provided in the Agreement and this Ordinance is approved, and the City Manager is authorized to execute the Agreement and to take such other actions reasonably necessary to carry out the intent of this Ordinance on behalf of the City, the execution of the Agreement being conclusive evidence of such approval.

Section 3. The City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this 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 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved on the _____ day
of _____, 2020.

ATTEST:

Bradley T. Eales, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

AGREEMENT FOR ON-CALL CONTRACTOR SERVICES

Process Instrumentation, Process Controls, Calibration, Replacement Equipment, Services and Repairs

THIS IS AN AGREEMENT made as of _____, 20____ between the City of Excelsior Springs, Missouri, a municipal corporation (CITY) and _____ (CONTRACTOR) for On-Call Services.

CITY and CONTRACTOR in consideration of their mutual covenants herein agree in respect of the performance or furnishing of on-call services by CONTRACTOR with respect to Projects and the payment for those services by CITY as set forth below. This Agreement will become effective on the date first above written.

SECTION 1 GENERAL

On-Call CONTRACTOR shall perform for or furnish to CITY services in all projects to which this Agreement applies as herein-after provided. The standard of care for all professional and related services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by members of CONTRACTOR's profession practicing under similar conditions at the same time and in the same locality.

All work shall be performed in accordance with the latest edition of the following codes, standards, and specifications, except as provided otherwise herein:

- a. American National Standards Institute—ANSI
- b. Institute of Electrical and Electronic Engineers — IEEE
- c. American Society for Testing and Materials — ASTM
- d. National Electrical Manufacture's Association — NEMA
- e. Occupational Safety and Health Administration — OSHA
- f. State and Local Codes

SECTION 2 ON-CALL SERVICES OF CONTRACTOR

The CONTRACTOR services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Engineering, inspection, calibration, repair and testing services related to process instrumentation and controls equipment/systems. Services are anticipated on, but not limited to the following types and OEM of instruments, controls and systems:

Flow Meters

- Inspection/repair of wiring and terminal conditions
- Verify tightness of wiring terminations
- Calibration/Verification of meter, parameters and performance
- Report generation of calibration/verification parameters, performance and physical condition
- Repairs of equipment

Pressure Transmitters

- Inspection/repair of wiring and terminal conditions
- Verify tightness of wiring terminations
- Verification of proper installation regarding piping, instrument mounting and header valving
- Calibration/Verification of meter, parameters and performance
- Report generation of calibration/verification parameters, performance and physical condition
- Repairs of equipment

Level Indicators and Transmitters

- Inspection/repair of wiring and terminal conditions
- Verify tightness of wiring terminations
- Calibration/Verification of meter, parameters and performance
- Report generation of calibration/verification parameters, performance and physical condition
- Repairs of equipment

Variable Frequency Drives

- Inspection/repair of wiring and terminal conditions
- Verify tightness of wiring terminations
- Calibration/Programming/Verification of VFD, parameters and performance
- Report generation of calibration/verification parameters, performance and physical condition
- Repairs of equipment

Eddy Current Drives

- Inspection/repair of wiring and terminal conditions
- Verify tightness of wiring terminations

- Calibration/Verification of drive, parameters and performance
- Report generation of calibration/verification parameters, performance and physical condition
- Repairs of equipment

Programmable Logic Controllers

- Inspection/repair of wiring and terminal conditions
- Verify tightness of wiring terminations
- Programing/Verification of PLC, parameters, communications and performance
- Report generation of programing/verification parameters, communication, performance and physical condition
- Repairs of equipment

Human Machine Interface/Operator interface Terminal

- Programing/Verification of HMI/OIT screen presentation/functionality, parameters, communications, performance and physical condition
- Report generation of programing/verification screen presentation/functionality, communications, parameters, performance and physical condition

Discreet Process Controllers

- Inspection/repair of wiring and terminal conditions
- Verify tightness of wiring terminations
- Programing/Verification of controller, parameters, communications and performance
- Report generation of programing/verification parameters, communication, performance and physical condition

System Control and Data Acquisition (SCADA)

- Experience with DYNAC
- Programing/Verification of **HMI** screen presentation/functionality, parameters, communications, performance and physical condition
- Report generation of programming/verification screen presentation/functionality, communications, parameters, performance and physical condition
- Programing/Verification of radio parameters, performance, connectivity, and physical condition
- Inspection/repair of wiring and terminal conditions
- Verify tightness of wiring terminations
- Repairs of equipment

SECTION 3 TERM

The period of performance under this Agreement is for one (1) year commencing _____, 2020 and ending _____, 2021 at fixed and firm prices with a unilateral contractual right on the part of the CITY to extend this price for an additional four (4) one-year periods. The continuation of the incumbent CONTRACTOR in the option year(s) is a prerogative of the CITY and is not a contractual right of the CONTRACTOR. The decision of the CITY as regards exercising the option(s) is not subject to appeal. The option year prices will be determined by the CITY by negotiation with the CONTRACTOR in accordance with Section 6.

SECTION 4 CERTIFICATE OF INSURANCE

The CONTRACTOR shall furnish evidence of the following insurance:

General Liability:

\$1,000,000 Combined Single Limit per Occurrence, and

\$2,000,000 aggregate per Occurrence

Automobile Liability:

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employees Liability shall meet statutory requirements.

The Certificate must name the CITY as the certificate holder; name the CITY as an additional insured; and provide cancellation notification to the CITY thirty (30) days before cancellation.

SECTION 5 EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR shall execute and submit an affidavit affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1987.

SECTION 6 PAYMENTS TO CONTRACTOR FOR SERVICES AND REIMBURSABLE EXPENSES

The maximum amount that the CITY shall pay the CONTRACTOR under this Agreement shall be in accordance with the terms of each Purchase Order. Compensation shall be based upon the Schedule of Hourly Rates and Expenses attached hereto in Exhibit A.

CONTRACTOR may negotiate to revise the Schedule of Hourly Rates and Expenses annually in accordance with the agreement of the CONTRACTOR with the City of Kansas City, Missouri to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

The CONTRACTOR will submit the revised Schedule of Hourly Rates and Expenses to the CITY in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the services performed under any subsequent Purchase Order on January 1st of the next calendar year.

SECTION 7 GENERAL CONSIDERATIONS

7.1. Dispute Resolution. CITY and CONTRACTOR agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the other provisions of this Agreement or exercising their rights at law.

7.2. Termination.

The obligation to provide further services under this Agreement may be terminated:

(a) For cause, by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The CITY reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the CONTRACTOR. The CITY shall be the sole judge of non-performance under the contract.

(b) By CONTRACTOR upon seven days' written notice if CONTRACTOR believes that CONTRACTOR is being requested by CITY to furnish or perform services contrary to CONTRACTOR's responsibilities; or

(c) For convenience, by CITY effective upon the receipt of notice by CONTRACTOR.

7.3. Controlling Law. This Agreement is to be governed by the law of the State of Missouri.

7.4. Successors and Assigns. Neither CITY nor CONTRACTOR may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.5. Allocation of Risks—Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, CITY's officers, elected officials, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of CONTRACTORS, architects, attorneys and other contractors and all court or arbitration or other dispute resolution costs to the extent caused by the negligent acts or omissions of CONTRACTOR or

CONTRACTOR's officers, directors, partners, employees, agents and CONTRACTOR's Consultants in the performance and furnishing of CONTRACTOR's services under this Agreement.

7.6. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service, provided, however, that in the case of CITY, a copy of such notice must also be mailed by first class mail to _____. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

7.7. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONTRACTOR under this Agreement or the termination of this Agreement for any reason.

7.8. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.9. Audit.

(a) The City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.

(b) CONTRACTOR shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.

(c) The books, documents and records of CONTRACTOR in connection with this Agreement shall be made available to the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

7.10. Entire Agreement. This Agreement and the Exhibits identified above constitutes the entire agreement between CITY and CONTRACTOR and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY

By: _____

CONTRACTOR

By: _____



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

PRICING

All Pricing should include testing, Repair, Calibrations, diagnostics

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

Revised pricing as of 6-1-2019

NIGP ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
1.	SERVICE CHARGE-NORMAL HOURS (7 A.M. TO 5 P.M.)	HOURLY RATE	\$ <u>100.00/HR</u> \$110.00
	PROGRAMMING CHARGE-NORMAL HOURS (7 A.M. TO 5 P.M.)	HOURLY RATE	\$ <u>130.00/HR</u> \$140.00
2.	PARTS-MULTIPLE ABOVE COST		X <u>1.20</u>
	<i>PARTS REPRESENTED BY R.E. PEDROTTI WILL BE AT LIST OR LESS, DEPENDENT UPON QUANTITY</i>		
3.	SERVICE CHARGE -AFTER HOURS	HOURLY RATE	\$ <u>150.00/HR</u> \$165.00
	PROGRAMMING CHARGE -AFTER HOURS	HOURLY RATE	\$ <u>195.00/HR</u> \$210.00
4.	SERVICE CHARGE-WEEKEND & HOLIDAY	HOURLY RATE	\$ <u>200.00/HR</u> \$220.00
	PROGRAMMING CHARGE -AFTER HOURS	HOURLY RATE	\$ <u>260.00/HR</u> \$280.00
5.	LABOR RATE TO INSPECT, DISCONNECT, CONNECT EQUIPMENT	PER HOUR IN SHOP	\$ <u>SAME AS ABOVE</u>



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

NIGP ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
6.	LABOR RATE TO INSPECT, DISCONNECT, CONNECT EQUIPMENT	PER HOUR ON SITE	\$ <u>SAME AS ABOVE</u>



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

ADDITIONAL INFORMATION

1. CONTRACT PERIOD

The Initial contract period shall be from June 01, 2016 through May 31, 2017.

2. RENEWAL OPTIONS

	OPTION YEAR	DATE RANGE OF RENEWALS	PRICES BID TO REMAIN FIRM & FIXED PRICING?	
			YES	NO
2.1	One	June 1, 2017 through May 31, 2018	<u> X </u>	<u> </u>
2.2	Two	June 1, 2018 through May 31, 2019	<u> X </u>	<u> </u>
2.3	Three	June 1, 2019 through May 31, 2020	<u> </u>	<u> X </u>
2.4	Four	June 1, 2020 through May 31, 2021	<u> </u>	<u> X </u>

3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES X NO



Public Works
Council Meeting 3/2/2020

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Date: 2/25/2020
RE: Consideration of Lamp Rynearson On-Call Agreement for Services - Ordinance No. 20-03-02

The following agreement between the City of Excelsior Springs and Lamp Rynearson provides for basic consulting engineering services as needed throughout 2020 and up to February 2021, for any issues concerning our water and wastewater treatment facilities, distribution and collection systems, storm system or street issue. Billing will be hourly plus expenses per the attached fee schedule.

An ordinance is attached for your consideration and approval of this agreement.

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

Chad Birdsong, Director of Public Works

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	2/26/2020
Engineering Agreement	Cover Memo	2/25/2020

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY OF EXCELSIOR SPRINGS TO ENTER
INTO AN AGREEMENT WITH LAMP RYNEARSON, INC. FOR ENGINEERING
CONSULTING SERVICES**

WHEREAS, the City of Excelsior Springs, Missouri ("City") requested qualifications from professional engineering firms for provision of engineering consulting services for the City water and wastewater treatment systems, storm water system, and street issues (the "Services"); and

WHEREAS, the City selected Lamp Rynearson, Inc. ("Contractor") as the most qualified firm for provision of the Services, and has received a proposal and engaged in negotiations with the Contractor for provision of the Services; and

WHEREAS, the City and Contractor reached an agreement concerning the provision of and payment for such Services and wish to provide for continued Services for the period from March 1, 2020 through February 28, 2021.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City of Excelsior Springs shall enter into an agreement whereby Contractor shall provide the Services to the City on an on call basis for the period from March 1, 2020 through February 28, 2021, at the rates set forth in the Agreement attached hereto as Exhibit A (the "Agreement"), with payment for the Services to be made from the Water Fund, Pollution Control Fund or other City fund depending on the nature of the Services..

Section 2. The execution and delivery of the Agreement, in substantially the form attached hereto as Exhibit A, and the payment of funds to Contractor as provided in the Agreement and this Ordinance is approved, and the City Manager is authorized to execute the Agreement and to take such other actions reasonably necessary to carry out the intent of this Ordinance on behalf of the City, the execution of the Agreement being conclusive evidence of such approval.

Section 3. The City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this 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 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved on the _____ day
of _____, 2020.

ATTEST:

Bradley T. Eales, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

**ABBREVIATED AGREEMENT BETWEEN
CLIENT AND LAMP RYNEARSON, INC.**

Page 1 of 3

CLIENT: City of Excelsior Springs JOB NUMBER: _____
PROJECT DESCRIPTION: 2020 Water and Wastewater Engineering Services DATE ISSUED: _____
LOCATION OF PROJECT: Excelsior Springs Missouri INITIATED BY: _____ ☐ CLIENT ☐

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: STARTING DATE: EST. February 24, 2020 COMPL. DATE: February, 2021
(Attached additional page(s) or detailed Letter Proposal, if this space is too limited.)

Provide water and wastewater systems consulting engineering services as directed. Billing will be hourly plus expenses at the Engineer's standard hourly rates, plus expenses, current schedule is attached.

This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.

BILLING INSTRUCTIONS:

- ☐ % of Construction Contracts
☐ % of Construction By Phase
☐ Special _____
☐ Lump Sum

\$ _____

- ☐ Cost + _____ % + Expense
☒ Hourly Rates + Expenses
☐ Cost plus fixed fee
☐ Other

\$ _____

\$ _____

\$ _____

\$ _____

SIGNATURES:

- ☐ Lamp Rynearson, Inc. Authorized Representative(s)
with Title(s)

Anthony T. O'Malley, Office Leader 2/24/20 Date

- ☐ Client/Client Authorized Representative with Title

Date

DISTRIBUTION:

☒ CLIENT

☐ LAMP RYNEARSON

☐ OTHER _____

☐ OTHER _____

**LAMP
RYNEARSON**

9001 State Line Road, Suite 200
Kansas City, Missouri 64114
P | 816.361.0440
www.lamprynearson.com

BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Ryneerson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 110% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Ryneerson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Ryneerson's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of Lamp Ryneerson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Ryneerson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Ryneerson. In addition, Lamp Ryneerson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Lamp Ryneerson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Lamp Ryneerson and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or Lamp Ryneerson's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of Lamp Ryneerson's fee represents specific consideration for this limitation.

Termination: Either the Client or Lamp Ryneerson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Ryneerson's final invoice, pay Lamp Ryneerson for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Ryneerson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Ryneerson and are in no way contingent upon the Client obtaining funding. Lamp Ryneerson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Ryneerson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Ryneerson who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or for any other project. Any reuse without specific written authorization by Lamp Ryneerson is prohibited and Client shall indemnify and hold harmless Lamp Ryneerson from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Lamp Ryneerson to further compensation at rates to be agreed upon by Client and Lamp Ryneerson.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Ryneearson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Ryneearson's qualifications and experience. Lamp Ryneearson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Bidding, Construction, and Operational Phases: It is understood and agreed that Lamp Ryneearson's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. E-500 regarding such phases shall not be part of Basic Services unless such services are stated in and agreed to in the Abbreviated Agreement. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Lamp Ryneearson that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Lamp Ryneearson harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to Lamp Ryneearson's own alleged negligence.

If the Client requests in writing that Lamp Ryneearson provide any specific construction phase services and if Lamp Ryneearson agrees in writing to provide such services, then Lamp Ryneearson shall be compensated as Additional Services, per Lamp Ryneearson's and its subconsultants' standard hourly rates.

Jobsite Safety: Neither the professional activities of Lamp Ryneearson, nor the presence of Lamp Ryneearson or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Lamp Ryneearson and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, Lamp Ryneearson and Lamp Ryneearson's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Lamp Ryneearson agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The parties agree to split the mediator's fee equally and that all such mediations shall be held in Kansas City, Missouri.

Hazardous Materials: It is acknowledged by both parties that Lamp Ryneearson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Ryneearson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Ryneearson's services, Lamp Ryneearson may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. Lamp Ryneearson makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Ryneearson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.

Lamp Rynearson, Inc.	
Kansas City Office	
HOURLY RATE SCHEDULE	
April 1, 2019 – March 31, 2020	
Position / Title	\$ - Hourly Rate
Sr. Group Leader III	238.00
Sr. Group Leader II	218.00
Sr. Group Leader I	205.00
Sr. Project Manager VII	228.00
Sr. Project Manager IV	177.00
Sr. Project Manager III	164.00
Sr. Project Manager I	145.00
Sr. Project Engineer III	140.00
Sr. Project Engineer II	125.00
S. Project Engineer I	113.00
Sr. Landscape Architect V	174.00
Hydrogeologist IV	108.00
Sr. Landscape Architect II	123.00
Landscape Architect II	86.00
Project Manager II	136.00
Project Engineer IV	113.00
Project Engineer III	103.00
Project Engineer II	94.00
Sr. GIS Specialist III	109.00
GIS Specialist III	94.00
Sr. Project Designer III	148.00
Sr. Project Designer I	113.00
Project Designer IV	103.00
Project Designer II	89.00
Engineering Tech III	87.00
Construction Observer V	94.00
Survey Group Leader II	170.00
Sr. Survey Project Mgr I	140.00
Survey Technician II	80.00
Party Chief II	92.00
Survey Field Tech II	73.00
Sr. Administrative Assistant I	68.00
Administration Assistant I	53.00
Item	\$ - Charge Rate
Plots (Color) bond	\$2.50 /SF
Plots (Color) mylar	\$6.00 /SF
Plots (Color) photo paper	\$6.00 /SF
Mileage	\$.57.5/mi
Administration of Subconsultants	Actual cost, plus 10%



Public Works
Council Meeting 3/2/2020

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Date: 2/25/2020
RE: Consideration of Overlay Project Design with Lamp Rynearson - Ordinance No. 20-03-03

In the past few weeks, we have been working with Lamp Rynearson on picking streets for the 2020 overlay project funded by Transportation Trust. We have been looking at Jesse James, Miller, and Dunbar. Our primary focus this year is Jesse James from 10 Highway to 69, including paving the shoulders. If funding allows, we will move into Miller and Dunbar. After much discussion with them, they have submitted a contract for the design, construction administration, and construction observation for the selected streets.

A detailed description of work to be performed can be found on the adjoining contract. The fee for this work is a lump sum of \$38,920.00 of which \$35,620.00 is for design services and construction observation/administration, and \$3,300.00 is for subcontractor coring. This will require design and survey work.

The Transportation Trust Authority met on December 9th, 2019, discussed and approved the funding for this project with a not to exceed amount of \$600,000.00 for design and construction. I have attached a copy of their minutes from that meeting.

An ordinance has been prepared for your consideration and approval for the design services with Lamp Rynearson for this project. If you have any questions, please don't hesitate to call me at 630-0755.

Sincerely,

Chad Birdsong, Director of Public Works

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	2/26/2020
Engineering Agreement	Cover Memo	2/25/2020
Trans. Trust Minutes	Cover Memo	2/25/2020

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY OF EXCELSIOR SPRINGS, MISSOURI
TO ENTER INTO AN AGREEMENT WITH LAMP RYNEARSON, INC. FOR
OVERLAY PROJECT DESIGN, CONSTRUCTION ADMINISTRATION AND
CONSTRUCTION OBSERVATION**

WHEREAS, the City of Excelsior Springs, Missouri (“City”) requested qualifications from professional engineering firms for provision of design, administration and observation services for the 2020 overlay project (the “Services”); and

WHEREAS, the City selected Lamp Rynearson Inc. (“Contractor”) as the most qualified firm for provision of the Services, and the City has received a proposal and engaged in negotiations with the Contractor for provision of the Services; and

WHEREAS, the City and Contractor have reached an agreement concerning the provision of and payment for such Services.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City of Excelsior Springs shall enter into an agreement whereby Contractor shall provide the Services to the City at the rates set forth in the Agreement attached hereto as Exhibit A (the “Agreement”) in an amount not to exceed \$38,920.00 from the Transportation Trust Fund, as recommended by the Transportation Trust Authority.

Section 2. The execution and delivery of the Agreement, in substantially the form attached hereto as Exhibit A, and the payment of funds to Contractor as provided in the Agreement is approved, and the City Manager is authorized to execute the Agreement and to take such other actions reasonably necessary to carry out the intent of this Ordinance on behalf of the City, the execution of the Agreement being conclusive evidence of such approval.

Section 3. The City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this 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 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved on the _____ day of _____, 2020.

ATTEST:

Bradley T. Eales, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

**ABBREVIATED AGREEMENT BETWEEN
CLIENT AND LAMP RYNEARSON, INC.**

Page 1 of 3

CLIENT: City of Excelsior Springs, Missouri

PROJECT DESCRIPTION: 2020 Streetscape

LOCATION OF PROJECT: Excelsior Springs, Missouri

PROJECT TITLE: 2020 Streetscape

JOB NUMBER: _____

DATE ISSUED: 2-6-2020

INITIATED BY: _____ ☐ CLIENT ☒

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: _____ STARTING DATE: EST. 2-14-2020 COMPL. DATE: 8-31-2020
(Attached additional page(s) or detailed Letter Proposal if this space is too limited.)

- Estimate Quantities
- Import and Coordinate Survey
- Develop plan, detail and traffic control sheets
- Field Investigation
- Provide bid assistance
- Attend preconstruction meeting
- Prepare specifications and project manual
- Review shop drawings
- Answer construction related questions
- Provide construction observation services

Lump sum fee for services of \$35,620.00

Subcontractor coring

Lump sum fee of \$3,300

Lump sum project fee: \$38,920.00

This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.

BILLING INSTRUCTIONS:

☐ % of Construction Contracts

☐ % of Construction By Phase

☐ Special _____

☒ Lump Sum \$ 38,920.00

☐ Cost + _____ % + Expense \$ _____

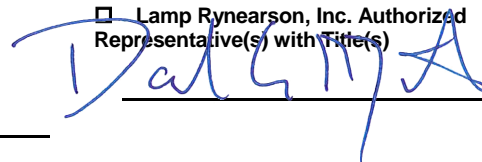
☐ Hourly Rates Up to a Maximum + Expenses \$ _____

☐ Cost plus fixed fee \$ _____

☐ Other \$ _____

SIGNATURES:

☐ Lamp Rynearson, Inc. Authorized Representative(s) with Title(s)

 2/11/2020
Date

☐ Client/Client Authorized Representative with Title

Date

DISTRIBUTION:

☐ CLIENT

☐ LAMP RYNEARSON

☐ OTHER _____

☐ OTHER _____

**LAMP
RYNEARSON**

9001 State Line Road, Suite 200
Kansas City, Missouri 64114
P | 816.361.0440

www.lamprynearson.com

BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Ryneerson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 110% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Ryneerson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Ryneerson's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of Lamp Ryneerson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Ryneerson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Ryneerson. In addition, Lamp Ryneerson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Lamp Ryneerson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Lamp Ryneerson and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or Lamp Ryneerson's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of Lamp Ryneerson's fee represents specific consideration for this limitation.

Termination: Either the Client or Lamp Ryneerson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Ryneerson's final invoice, pay Lamp Ryneerson for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Ryneerson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Ryneerson and are in no way contingent upon the Client obtaining funding. Lamp Ryneerson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Ryneerson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Ryneerson who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or for any other project. Any reuse without specific written authorization by Lamp Ryneerson is prohibited and Client shall indemnify and hold harmless Lamp Ryneerson from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Lamp Ryneerson to further compensation at rates to be agreed upon by Client and Lamp Ryneerson.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Ryneerson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Ryneerson's qualifications and experience. Lamp Ryneerson makes

no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Bidding, Construction, and Operational Phases: It is understood and agreed that Lamp Ryneearson's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. E-500 regarding such phases shall not be part of Basic Services unless such services are stated in and agreed to in the Abbreviated Agreement. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Lamp Ryneearson that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Lamp Ryneearson harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to Lamp Ryneearson's own alleged negligence.

If the Client requests in writing that Lamp Ryneearson provide any specific construction phase services and if Lamp Ryneearson agrees in writing to provide such services, then Lamp Ryneearson shall be compensated as Additional Services, per Lamp Ryneearson's and its subconsultants' standard hourly rates.

Jobsite Safety: Neither the professional activities of Lamp Ryneearson, nor the presence of Lamp Ryneearson or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Lamp Ryneearson and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, Lamp Ryneearson and Lamp Ryneearson's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Lamp Ryneearson agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The parties agree to split the mediator's fee equally and that all such mediations shall be held in Kansas City, Missouri.

Hazardous Materials: It is acknowledged by both parties that Lamp Ryneearson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Ryneearson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Ryneearson's services, Lamp Ryneearson may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. Lamp Ryneearson makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Ryneearson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.



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

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE Excelsior Springs 2020 Streetscape
LOCATION Excelsior Springs
DATE 2/6/2020

PROJECT #
BY Greg Van Patten

Classification:	Department	Senior Project	Senior Project	Project	Construction	Admin		
Associate:	Manager	Manager IV	Engineer I	Designer IV	Observer V	Asst.		
Hourly Rate:	Miller	McGhee	Van Patten	McMurry	Powers	Gehrs	Subtotal of	Subtotal of
	\$215.00	\$177.00	\$113.00	\$103.00	\$94.00	\$78.00	Hrs per Item	Fee per Item
Design Services								
Survey Coordination, Import Survey to base mapping	0	0	2	2	0	0	4	\$432.00
Field Investigation	0	0	12	0	0	0	12	\$1,356.00
Develop Plan Sheets	1	0	22	16	0	0	39	\$4,349.00
Details/Typical Sections	1	0	4	8	0	0	13	\$1,491.00
Traffic Control Sheets	1	0	6	2	0	0	9	\$1,099.00
Estimate Quantities	1	0	8	8	0	0	17	\$1,943.00
Prepare Specifications and Project Manual	2	0	8	0	0	8	18	\$1,958.00
Final Design	6	0	10	6	0	0	22	\$3,038.00
Bid Assistance	4	0	6	0	0	4	14	\$1,850.00
Subtotal of Hours per Associate	16	0	78	42	0	12	148	
Subtotal of Fee per Associate	\$3,440.00	\$0.00	\$8,814.00	\$4,326.00		\$936.00		
						Labor Fee		\$17,516.00
						Reimbursables	5%	\$875.80
						Contingency	5%	\$875.80
						Subtotal of Engineering Services		\$19,267.60

Survey/Testing								
Subconsultant(s)								
Coring (12 cores)								\$3,300.00
						Subtotal of Survey Fees		\$3,300.00
						Survey Coordination (10%)		\$330.00

Construction Administration								
Attend Preconstruction Meeting	4	0	4	0	4	0	12	\$1,688.00
Shop Drawing Review/ Submittals	2	0	8	0	0	0	10	\$1,334.00
Field Visits	4	0	4	0	0	0	8	\$1,312.00
Construction Issues and Question Resolution	2	0	8	0	0	0	10	\$1,334.00
Subtotal of Hours per Associate	12	0	24	0	4	0	40	
Subtotal of Fee per Associate	\$2,580.00	\$0.00	\$2,712.00	\$0.00	\$376.00	\$0.00		
						Labor Fee		\$5,668.00
						Reimbursables	5%	\$283.40
						Contingency	5%	\$283.40
						Subtotal of Construction Administration		\$6,234.80

Construction Observation								
Construction Observation								
Full Time, 40 Hours/ Week, / 12 Day Construction					96		96	\$9,024.00
Subtotal of Hours per Associate	0	0	0	0	96	0	96	
Subtotal of Fee per Associate	\$0.00	\$0.00	\$0.00	\$0.00	\$9,024.00	\$0.00		
						Labor Fee		\$9,024.00
						Reimbursables	0.58/mi	\$762.70
						Contingency	0%	\$0.00
						Construction Observation Fee Total		\$9,786.70

Project Fee Summary								
						Design Engineering and Coring Fees		\$22,897.60
						Construction Administration and Observation Fees		\$16,021.50
						PROJECT TOTAL		\$38,919.10

Capital Improvements/Trans Trust Authority
Minutes of Regular Meeting
December 9, 2019 at 4:00pm in the Council Chambers at the Hall of Waters

1. Roll Call:

Present: Mike Edwards, Tray Harkins, Reggie St.John, Lyndsey Baxter, Mayor Brad Eales, and Jason Cole (arrived at 4:02pm).

Absent: Mary Lou Greim.

Also Present: Public Works Director Chad Birdsong, Director of Administrative Services Steve Marriott, City Manager Molly McGovern, Managing Editor of the Excelsior Springs Standard Kimberly Blackburn and Authority Secretary Susan Conyers.

- 2. Approval of Minutes – October 14, 2019:** Tray Harkins motioned to approve the October 14, 2019 meeting minutes; Lyndsey Baxter seconded. Motion approved.
- 3. Approval of Capital Improvements Budget Spreadsheets – September & October of 2019:** Steve Marriott, Director of Administrative Services briefed the Authority of the Capital Improvements Budget Spreadsheets from September and October of 2019. Tray Harkins motioned to approve the Capital Improvements Budget Spreadsheets from September and October of 2019 as presented. Reggie St.John seconded. Motion approved.
- 4. Approval of Trans Trust Financials – August, September, October, & November of 2019:** Chad Birdsong, Director of Public Works briefed the Authority of the Transportation Trust Financials from August through November of 2019. Tray Harkins motioned to approve the Transportation Trust financials from August, September, October and November of 2019. Mike Edwards seconded. Motion approved.
- 5. Approval of Trans Trust Budget – Allocation of Funds for 2020:** Chad Birdsong, Director of Public Works briefed the Authority of the request of \$749,536.00 from the Transportation Trust Budget be allocated into the various funds for 2020. This allocation would include maintenance funds for infrastructure, concrete repairs, snow removal, the 2020 overlay project, and transportation operations. Tray Harkins motioned to approve the Transportation Trust Budget's Allocation of Funds for 2020 in the amount of \$749,536.00. Lyndsey Baxter seconded. Motion approved.
- 6. Comments:** None.
- 7. Adjourn:** The meeting adjourned at 4:15 pm. The next meeting is scheduled for Monday, January 13, 2020 at 4:00 pm.
-

Susan Conyers, Authority Secretary

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE V OF THE EXCELSIOR SPRINGS MUNICIPAL
CODE REGARDING DANGEROUS BUILDINGS**

WHEREAS, the Code Enforcement and Planning and Zoning Staff of the City of Excelsior Springs, Missouri considered and reviewed amendments to the Building and Construction ordinances of the City to provide for emergency safety inspections of buildings when the owner refuses to allow access or cannot be located; and

WHEREAS, the City Council finds that proposed amendments will promote the health, safety and general welfare of the City.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Excelsior Springs Municipal Code Title V: Building and Construction, Chapter 505: Dangerous Buildings, Section 505.120 Emergencies, is hereby deleted in its entirety and replaced by the following:

Section 505.120 Emergencies.

Notwithstanding anything to the contrary contained in this Chapter, in all cases where it reasonably appears that a danger to the health, safety or welfare of any person exists, the City Manager may take emergency measures to inspect, vacate, repair, or demolish a building or structure which is a public nuisance under the provisions of Section 505.010 of this Chapter.

If the owner or other person having possession or control of the property will not allow inspection by the Building Inspector or cannot be located, the City Manager may authorize the Building Inspector to submit a written application to the municipal judge for a warrant to enter the property.

The application must include a statement of probable cause, supported by affidavit, detailing the actual or suspected property conditions – whether applicable to a specific property or in general –that justify entry. For the purposes of this Section, probable cause means the facts, circumstances and inferences drawn are sufficient to cause a person of reasonable caution to believe that the items or evidence subject to inspection are located in a particular place.

If the municipal judge finds facts that establish probable cause, the judge shall sign the warrant and authorize the requested entry. The enforcement officer then has 48 hours to execute the warrant. The Building Inspector must inspect the property and record the property conditions as evidence, all as directed by the terms of the search warrant.

The Building Inspector must also prepare a return, and include in a report the property that was searched and the evidence obtained. A copy must also be provided to the owner. If the owner is unavailable, a copy must be left at the site of the search in a conspicuous place.

Section 2. The sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any portion of the Ordinance is declared unlawful by the valid judgment, decree or injunction order of a court of competent jurisdiction, such ruling shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance, and all provisions of the Ordinance not specifically declared to be unlawful shall remain in full force and effect.

Section 3. This Ordinance overrides any conflicting provision or regulation within the Municipal Code of the City of Excelsior Springs, Missouri.

Section 4. This Ordinance shall take effect immediately.

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2020.

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



City Council Meetings
Council Meeting 3/2/2020

To: Mayor and City Council
From: Molly McGovern, City Manager
Date: 2/25/2020
RE: Appropriations - Ordinance No. 20-03-05

The Expenditure Approval Lists prepared February 12 and February 20 of 2020 are attached for your review and consideration. Please give me a call if you have questions prior to the March 2, 2020 meeting.

Appropriations	(02-12-20)	\$ 262,431.06
Appropriations	(02-20-20)	\$ 69,632.25
Payroll	(02-28-20)	\$ 278,551.82
Total		\$ 610,615.13

I respectfully request appropriations be approved in the amount of \$610,615.13.

Respectfully submitted,

Molly McGovern, City Manager

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	2/25/2020
2-12-20 Appropriations	Backup Material	2/25/2020
2-20-20 Appropriations	Backup Material	2/25/2020
Coding List	Backup Material	2/25/2020

ORDINANCE NO. _____
(Appropriations Ordinance)

AN ORDINANCE ALLOWING CLAIMS AND APPROPRIATING TO PAY THE SAME BY ISSUING CHECKS OUT OF THE VARIOUS FUNDS OF THE CITY.

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

1. APPROPRIATE FUNDS FOR CLAIMS ATTACHED, AND THAT THE SUM OF \$ _____ BE AND THE SAME IS HERBY APPROVED FOR PAYMENT.

PASSED AND APPROVED THIS _____ DAY OF _____ 2020.

BRADLEY T. EALES (Mayor)

ATTEST:

Shannon Stroud, City Clerk

I, _____, Director of Finance of the City of Excelsior Springs, hereby Certify that there are sufficient funds to pay the amounts as approved.

Director of Finance of the City of
Excelsior Springs, Missouri

PREPARED 02/12/2020,16:33:22
PROGRAM: GM339L
CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST
AS OF: 02/22/2020 PAYMENT DATE: 02/12/2020

PAGE 1

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000232	00	AARTECH HOMES CONST					
000016485		UT	00 02/04/2020	510-0000-115.20-01	UB CR REFUND	5.53	
					VENDOR TOTAL *	5.53	
0002976	00	AFLAC PREMIUM HOLDING /ORGID: 10590					
		001960	00 02/12/2020	780-0000-217.37-00	PREMIUMS	2,877.60	
		001961	00 02/12/2020	780-0000-217.37-00	PREMIUMS	2,879.82	
					VENDOR TOTAL *	5,757.42	
0000791	00	AMEREN UE					
		001897	00 02/10/2020	101-3101-431.41-01	ELECTRIC SERVICE	49.23	
		001936	00 02/10/2020	520-1001-432.41-01	ELECTRIC SERVICE	74.93	
					VENDOR TOTAL *	124.16	
0001349	00	AMERICAN EQUIPMENT CO.					
37679		001936	00 02/10/2020	101-3101-431.43-11	CUTTING EDGE	559.27	
37679A		001936	00 02/10/2020	101-3101-431.43-11	CUTTING EDGE	559.27	
37679B		001936	00 02/10/2020	101-3101-431.43-11	CUTTING EDGE	559.27	
37679C		001936	00 02/10/2020	101-3101-431.43-11	CUTTING EDGE	559.27	
					VENDOR TOTAL *	2,237.08	
0000234	00	ASHTON MAYFIELD					
		001937	00 02/10/2020	210-0000-347.02-12	REGISTRATION REFUND	115.00	
					VENDOR TOTAL *	115.00	
0000038	00	BOARD OF POLICE COMMISS					
10457		001955	00 02/12/2020	101-2101-421.34-01	LAB FEES	576.00	
					VENDOR TOTAL *	576.00	
0000232	00	BOOMGARDEN, SARA E					
000023585		UT	00 02/06/2020	510-0000-115.20-01	UB CR REFUND-FINALS	76.85	
					VENDOR TOTAL *	76.85	
0002302	00	CAPITAL SAND COMPANY, INC					
110001303		001936	00 02/10/2020	101-3101-431.61-05	ICE CONTROL	1,828.63	
					VENDOR TOTAL *	1,828.63	
0000541	00	CARTER-WATERS CORP.					
13776304-00		001936	00 02/10/2020	101-3101-431.61-18	EPOXY	61.04	
					VENDOR TOTAL *	61.04	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.					
FOQS141587		001936	00 02/10/2020	250-1001-439.43-10	OIL/FILTER CHANGE	73.90	
					VENDOR TOTAL *	73.90	
0002721	00	CLAY COUNTY COLLECTOR					
16302000101000		001978	00 02/12/2020	510-1001-433.61-18	REAL ESTATE TAX	32.42	
					VENDOR TOTAL *	32.42	
0001034	00	CLAY COUNTY HEALTH DEPT					

PREPARED 02/12/2020,16:33:22
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CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST
AS OF: 02/22/2020 PAYMENT DATE: 02/12/2020

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO NO						AMOUNT
0001034	00	CLAY COUNTY HEALTH DEPT						
		001973	00	02/12/2020	281-1005-457.61-15	SPA INSPECTION FEE	10.00	
		001974	00	02/12/2020	281-1005-457.61-15	SPA RE-INSPECTION FEE	10.00	
						VENDOR TOTAL *	20.00	
0000447	00	CLAY COUNTY SHERIFF'S DEPT						
		001956	00	02/12/2020	101-1204-412.61-25	PRISONER HOUSING	429.00	
						VENDOR TOTAL *	429.00	
0003130	00	COMMERCIAL AQUATIC SERVICES						
36377-1		001975	00	02/12/2020	281-1005-457.61-15	SERVICE CALL	217.50	
						VENDOR TOTAL *	217.50	
0003082	00	CYCLONE, INC.						
22019		001937	00	02/10/2020	210-1001-451.44-04	PORTA POTTY	180.00	
						VENDOR TOTAL *	180.00	
0000232	00	DAVIS, MEDFORD A						
000015731	UT		00	02/06/2020	510-0000-115.20-01	UB CR REFUND-FINALS	1.52	
						VENDOR TOTAL *	1.52	
0002124	00	E NET						
6021		001939	00	02/11/2020	101-1502-415.34-04	SERVICE/SUPPORT	191.26	
		001940	00	02/11/2020	101-1803-418.34-04	SERVICE/SUPPORT	134.58	
		001941	00	02/11/2020	101-1901-419.34-04	SERVICE/SUPPORT	110.50	
6032		001936	00	02/10/2020	101-6703-467.60-01	SERVICE/SUPPORT	663.00	
6029		001958	00	02/12/2020	270-1001-421.61-07	SERVICE/SUPPORT	2,431.00	
		001941	00	02/11/2020	281-1001-457.34-04	SERVICE/SUPPORT	28.33	
		001936	00	02/10/2020	510-1001-433.34-04	SERVICE/SUPPORT	76.50	
6038		001936	00	02/10/2020	510-1001-433.75-00	COMPUTER/MONITOR	824.00	
		001941	00	02/11/2020	510-1001-433.34-04	SERVICE/SUPPORT	14.17	
		001941	00	02/11/2020	520-1001-432.34-04	SERVICE/SUPPORT	14.16	
						VENDOR TOTAL *	4,487.50	
0000232	00	EAST WEST PROPERTIES LLC						
000025187	UT		00	02/06/2020	510-0000-115.20-01	UB CR REFUND-FINALS	130.00	
						VENDOR TOTAL *	130.00	
0002639	00	ELECTRONIC TECHNOLOGY, INC.						
19093		001957	00	02/12/2020	101-2101-421.43-01	SOFTWARE UPGRADE	350.00	
						VENDOR TOTAL *	350.00	
0003127	00	ENVIRO-MASTER OF KANSAS CITY						
KNS-23218		001959	00	02/12/2020	101-2101-421.43-12	SANITIZATION	60.00	
						VENDOR TOTAL *	60.00	
0000232	00	EVANS, DANIELA						
000022999	UT		00	02/06/2020	510-0000-115.20-01	UB CR REFUND-FINALS	153.47	
						VENDOR TOTAL *	153.47	
0000384	00	EXCELSIOR ANIMAL CLINIC, INC.						

PREPARED 02/12/2020,16:33:22
 PROGRAM: GM339L
 CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST
 AS OF: 02/22/2020 PAYMENT DATE: 02/12/2020

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000384	00	EXCELSIOR ANIMAL CLINIC, INC. 001962	00 02/12/2020	101-2103-421.61-28	VET CHARGES	1,741.83	
					VENDOR TOTAL *	1,741.83	
0000203	00	EXCELSIOR MEDICAL CENTER 001971	00 02/12/2020	740-0000-209.01-00	TAXES COLLECTED TO DATE	50,000.00	
					VENDOR TOTAL *	50,000.00	
0001524	00	EXCELSIOR SPRINGS SCHOOL DISTRICT 001975	00 02/12/2020	281-1001-457.61-30	T-SHIRT FUNDRAISER	492.00	
					VENDOR TOTAL *	492.00	
0002840	00	EZ LOAN 001941	00 02/11/2020	510-1001-433.60-20	SHIPPING FEE	279.28	
					VENDOR TOTAL *	279.28	
0001269	00	FALISHA BILLINGTON 001937	00 02/10/2020	210-4401-444.61-30	EXERCISE INSTRUCTOR	70.00	
					VENDOR TOTAL *	70.00	
0002856	00	FOLEY INDUSTRIES PS400294183 001941	00 02/11/2020	101-3101-431.43-11	MISC PARTS	134.85	
					VENDOR TOTAL *	134.85	
0000356	00	FOSTERS CLEANERS 001963	00 02/12/2020	101-2101-421.42-01	UNIFORM CLEANING	154.25	
					VENDOR TOTAL *	154.25	
0000652	00	GEORGE WOOD SHEET METAL 10415 001936	00 02/10/2020	510-1001-433.43-12	PARTS/LABOR	200.00	
					VENDOR TOTAL *	200.00	
0000260	00	GOOD SAMARITAN CENTER 001975	00 02/12/2020	510-0000-202.30-00	UT ASSISTANCE PROGRAM	90.92	
					VENDOR TOTAL *	90.92	
0001116	00	HACH COMPANY 11827189 PI0031 005023	00 02/06/2020	510-1001-433.43-21	CHLORINE METER	4,807.43	
					VENDOR TOTAL *	4,807.43	
0000232	00	HANDY, KYLE ALLEN 000023111 UT	00 02/06/2020	510-0000-115.20-01	UB CR REFUND-FINALS	130.00	
					VENDOR TOTAL *	130.00	
0003203	00	HAWKINS, INC. 4655665 001936	00 02/10/2020	510-1001-433.61-06	CHEMICALS	4,276.80	
					VENDOR TOTAL *	4,276.80	
0000178	00	HILLYARD/KANSAS CITY 603747547 001976	00 02/12/2020	281-1001-457.61-03	JANITORIAL SUPPLIES	923.81	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000178	00	HILLYARD/KANSAS CITY					
					VENDOR TOTAL *	923.81	
0001269	00	HORIZON HOTEL GROUP					
		001898	00 02/10/2020	295-1001-465.45-90	TIF DISTRIBUTION	108,589.78	
					VENDOR TOTAL *	108,589.78	
0000739	00	ICMA RETIREMENT TRUST					
		001969	00 02/12/2020	780-0000-217.07-00	EMPLOYEE CONTRIBUTIONS	2,570.14	
					VENDOR TOTAL *	2,570.14	
0002472	00	IDEXX DISTRIBUTION, INC.					
3059699322		001970	00 02/12/2020	510-1001-433.61-04	LAB SUPPLIES	909.62	
					VENDOR TOTAL *	909.62	
0003170	00	INT ASSN OF FIRE FIGHTERS, LOCAL 42					
		001969	00 02/12/2020	780-0000-217.52-00	FIRE UNION DUES	845.36	
					VENDOR TOTAL *	845.36	
0001269	00	IFMA-HR					
		001937	00 02/10/2020	101-1901-419.67-02	MEMBERSHIP DUES	156.00	
					VENDOR TOTAL *	156.00	
0000987	00	K.C. BOBCAT					
21103864		001941	00 02/11/2020	101-3101-431.43-11	MISC PARTS	396.76	
		001941	00 02/11/2020	510-1001-433.43-11	MISC PARTS	396.76	
					VENDOR TOTAL *	793.52	
0002730	00	KONICA MINOLTA PREMIER FINANCE					
405988015		001936	00 02/10/2020	520-1001-432.44-02	LEASE ON COPIER	662.66	
					VENDOR TOTAL *	662.66	
0001269	00	LIBERTY SPRINGS REAL ESTATE					
		001941	00 02/11/2020	101-0000-202.70-00	REFUND INSURANCE BOND	9,500.00	
					VENDOR TOTAL *	9,500.00	
0000617	00	MISSISSIPPI LIME					
1475368		PI0030 005010	00 02/04/2020	510-1001-433.61-06	LIME	5,267.83	
					VENDOR TOTAL *	5,267.83	
0001269	00	MO DEPARTMENT OF NATURAL RESOURCES					
E3405006726		001964	00 02/12/2020	101-2103-421.61-26	EMISSION FEE	48.00	
					VENDOR TOTAL *	48.00	
0001269	00	MO DEPARTMENT OF NATURAL RESOURCES					
		001979	00 02/12/2020	520-1001-432.67-03	EXAM FEE	25.00	
					VENDOR TOTAL *	25.00	
0000309	00	MO DEPT OF REVENUE					
		001969	00 02/12/2020	510-0000-202.16-00	WITHHOLDING TAX	4,695.10	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000309	00	MO DEPT OF REVENUE					
		001969	00 02/12/2020	510-0000-369.01-00	WITHHOLDING TAX	93.90-	
		001969	00 02/12/2020	530-0000-202.16-00	WITHHOLDING TAX	199.48	
		001969	00 02/12/2020	530-0000-369.01-00	WITHHOLDING TAX	7.06-	
		001969	00 02/12/2020	530-1001-455.61-30	WITHHOLDING TAX	153.52	
					VENDOR TOTAL *	4,947.14	
0000781	00	MO WATER/WASTEWATER CONF					
		001936	00 02/10/2020	510-1001-433.67-01	TRAINING	100.00	
					VENDOR TOTAL *	100.00	
0000232	00	MURPHY, ROBERT W. & SHELLEY					
000024207		UT	00 02/06/2020	510-0000-115.20-01	UB CR REFUND-FINALS	126.20	
					VENDOR TOTAL *	126.20	
0003186	00	NAVY BRAND MFG CO					
67699		001941	00 02/11/2020	520-1001-432.43-12	PLANT MAINTENANCE	211.89	
					VENDOR TOTAL *	211.89	
0002956	00	NUESYNERGY, INC.					
N29905		001942	00 02/11/2020	101-1401-413.26-01	ADMIN FEES/SECTION 125	6.31	
		001943	00 02/11/2020	101-1501-415.26-01	ADMIN FEES/SECTION 125	12.61	
		001944	00 02/11/2020	101-1601-416.26-01	ADMIN FEES/SECTION 125	6.31	
		001945	00 02/11/2020	101-1901-419.26-01	ADMIN FEES/SECTION 125	6.31	
		001946	00 02/11/2020	101-2101-421.26-01	ADMIN FEES/SECTION 125	37.84	
		001947	00 02/11/2020	101-2202-422.26-01	ADMIN FEES/SECTION 125	31.53	
		001948	00 02/11/2020	101-3101-431.26-01	ADMIN FEES/SECTION 125	6.31	
		001949	00 02/11/2020	210-1001-451.26-01	ADMIN FEES/SECTION 125	12.61	
		001950	00 02/11/2020	520-1001-432.26-01	ADMIN FEES/SECTION 125	6.31	
		001951	00 02/11/2020	530-1004-455.26-01	ADMIN FEES/SECTION 125	12.61	
					VENDOR TOTAL *	138.75	
0000554	00	OWEN LUMBER CO					
736980		001937	00 02/10/2020	210-1001-451.73-00	REBAR/TIES	188.28	
737133		001952	00 02/11/2020	530-1001-455.43-12	SHELVING	45.96	
					VENDOR TOTAL *	234.24	
0000647	00	PLATTE-CLAY ELECTRIC					
		001899	00 02/10/2020	101-3101-431.41-01	ELECTRIC SERVICE	83.50	
					VENDOR TOTAL *	83.50	
0000370	00	QUILL CORP					
4457345		001965	00 02/12/2020	101-2101-421.60-01	RETURNED MERCHANDISE	131.98-	
4457345		001966	00 02/12/2020	101-2101-421.60-01	OFFICE SUPPLIES	374.95	
4525791		001953	00 02/11/2020	101-2201-422.60-01	OFFICE SUPPLIES	159.92	
4562110		001970	00 02/12/2020	101-6703-467.60-01	OFFICE SUPPLIES	61.96	
		001970	00 02/12/2020	510-1001-433.60-01	OFFICE SUPPLIES	69.98	
					VENDOR TOTAL *	534.83	
0001372	00	R & R PRODUCTS, INC.					

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NO		NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
									AMOUNT
0001372	00	R & R PRODUCTS, INC.							
CD2413831	001952			00	02/11/2020	530-1001-455.43-11	EQUIPMENT REPAIR	86.71	
							VENDOR TOTAL *	86.71	
0000092	00	REPUBLIC SERVICES #468							
0468-003252509	001970			00	02/12/2020	220-1001-418.34-03	DEMO DUMPSTERS	4,412.00	
0468-003252528	001970			00	02/12/2020	220-1001-418.34-03	DEMO DUMPSTERS	385.00	
0468-003250712	001936			00	02/10/2020	550-1001-434.34-18	BULKY ITEM DUMPSTER	428.49	
							VENDOR TOTAL *	5,225.49	
0000666	00	SCOTT'S BARGAIN BARN							
60850	001937			00	02/10/2020	210-1001-451.43-25	WELDING RODS	55.89	
60858	001952			00	02/11/2020	510-1001-433.61-18	PARTS	10.89	
							VENDOR TOTAL *	66.78	
0000232	00	SEGAL, YAIR							
000023879	UT			00	02/06/2020	510-0000-115.20-01	UB CR REFUND-FINALS	65.45	
							VENDOR TOTAL *	65.45	
0000841	00	SHARP OVERHEAD DOOR							
11980	001953			00	02/11/2020	101-2201-422.43-12	GARAGE DOOR REPAIRS	390.00	
							VENDOR TOTAL *	390.00	
0001269	00	SI PRECAST CONCRETE							
A32786	001937			00	02/10/2020	210-1001-451.43-25	BLOCKS, CAPS, TOPS	4,186.00	
							VENDOR TOTAL *	4,186.00	
0002793	00	SOCKET							
0220-2000982	001900			00	02/10/2020	101-1101-411.53-01	TELEPHONE CHARGES	67.34	
	001901			00	02/10/2020	101-1401-413.53-01	TELEPHONE CHARGES	202.94	
	001902			00	02/10/2020	101-1501-415.53-01	TELEPHONE CHARGES	269.35	
	001903			00	02/10/2020	101-1601-416.53-01	TELEPHONE CHARGES	33.67	
	001904			00	02/10/2020	101-1801-418.53-01	TELEPHONE CHARGES	101.02	
	001905			00	02/10/2020	101-1803-418.53-01	TELEPHONE CHARGES	101.02	
	001906			00	02/10/2020	101-1901-419.53-01	TELEPHONE CHARGES	67.34	
	001907			00	02/10/2020	101-2101-421.53-01	TELEPHONE CHARGES	70.86	
0220-2000960	001967			00	02/12/2020	101-2101-421.53-01	PHONE SERVICE	704.39	
	001908			00	02/10/2020	101-2103-421.53-01	TELEPHONE CHARGES	172.75	
	001909			00	02/10/2020	101-2201-422.53-01	TELEPHONE CHARGES	275.05	
	001910			00	02/10/2020	101-3101-431.53-01	TELEPHONE CHARGES	26.31	
	001911			00	02/10/2020	101-6701-467.53-01	TELEPHONE CHARGES	26.31	
	001912			00	02/10/2020	101-6703-467.53-01	TELEPHONE CHARGES	26.31	
	001913			00	02/10/2020	210-1001-451.53-01	TELEPHONE CHARGES	46.10	
	001914			00	02/10/2020	250-1001-439.53-01	TELEPHONE CHARGES	76.06	
	001915			00	02/10/2020	510-1001-433.53-01	TELEPHONE CHARGES	131.55	
	001916			00	02/10/2020	510-1001-433.53-01	TELEPHONE CHARGES	133.99	
	001917			00	02/10/2020	520-1001-432.53-01	TELEPHONE CHARGES	134.79	
	001918			00	02/10/2020	530-1001-455.53-01	TELEPHONE CHARGES	648.21	
	001919			00	02/10/2020	540-1001-454.53-01	TELEPHONE CHARGES	7.04	
	001920			00	02/10/2020	610-1001-456.53-01	TELEPHONE CHARGES	70.06	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0002793	00	SOCKET						
						VENDOR TOTAL *	3,392.46	
0000736	00	SPIRE						
	001922		00	02/10/2020	101-1601-416.41-02	GAS SERVICE	4,124.66	
	001921		00	02/10/2020	101-1602-416.41-02	GAS SERVICE	511.21	
	001923		00	02/10/2020	101-2101-421.41-02	GAS SERVICE	931.39	
	001924		00	02/10/2020	101-2103-421.41-02	GAS SERVICE	83.28	
	001925		00	02/10/2020	101-2201-422.41-02	GAS SERVICE	725.48	
	001926		00	02/10/2020	101-2201-422.41-02	GAS SERVICE	43.87	
	001931		00	02/10/2020	101-6701-467.41-02	GAS SERVICE	85.68	
	001932		00	02/10/2020	101-6701-467.41-02	GAS SERVICE	129.23	
	001932		00	02/10/2020	101-6701-467.41-02	GAS SERVICE	4,521.04	
	001934		00	02/10/2020	281-1001-457.41-02	GAS SERVICE	327.72	
	001927		00	02/10/2020	510-1001-433.41-02	GAS SERVICE	193.12	
	001929		00	02/10/2020	510-1001-433.41-02	GAS SERVICE	613.81	
	001930		00	02/10/2020	510-1001-433.41-02	GAS SERVICE	241.26	
	001928		00	02/10/2020	530-1001-455.41-02	GAS SERVICE	346.66	
	001933		00	02/10/2020	540-1001-454.41-02	GAS SERVICE		
						VENDOR TOTAL *	12,878.41	
0002558	00	SUMNER ONE						
LK03286048	001968		00	02/12/2020	101-2101-421.44-04	LEASE ON COPIER	270.00	
						VENDOR TOTAL *	270.00	
0003060	00	T & W STEEL CO., INC.						
548288	001937		00	02/10/2020	210-1001-451.61-07	ANGLE IRON	84.49	
						VENDOR TOTAL *	84.49	
0000756	00	TRIPLE E INC						
11472	001969		00	02/12/2020	101-2101-421.43-10	TIRE REPAIR	20.00	
11474	001936		00	02/10/2020	101-6701-467.43-10	TIRE REPAIR	20.00	
11462	001937		00	02/10/2020	210-1001-451.43-11	TIRE REPAIRS	15.00	
						VENDOR TOTAL *	55.00	
0001269	00	TRISH GUARINO						
1269	001937		00	02/10/2020	210-4401-444.61-30	EXERCISE INSTRUCTOR	98.00	
						VENDOR TOTAL *	98.00	
0002579	00	UNIFIRST						
2730941	001935		00	02/10/2020	101-1601-416.61-03	MATS, MOPS, TOWELS	126.00	
2730940	001969		00	02/12/2020	101-2101-421.42-01	MATS, MOPS, TOWELS	79.26	
	001969		00	02/12/2020	101-2104-421.61-25	MATS, MOPS, TOWELS	61.46	
2728381	001976		00	02/12/2020	281-1001-457.61-04	MATS, MOPS, TOWELS	59.64	
						VENDOR TOTAL *	326.36	
0001269	00	UNITED FIBER						
	001976		00	02/12/2020	281-1001-457.61-15	DATA MONTHLY CHARGES	825.66	
						VENDOR TOTAL *	825.66	
0002829	00	UNUM LIFE INSURANCE COMPANY						

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
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0002829	00	UNUM LIFE INSURANCE COMPANY						
		001969	00	02/12/2020	780-0000-217.37-00	PREMIUMS WITHHELD	975.50	
						VENDOR TOTAL *	975.50	
0001269	00	WD GENERAL CONTRACTOR						
2020-89		001937	00	02/10/2020	220-1001-418.34-03	BOARD UP PROPERTIES	165.00	
						VENDOR TOTAL *	165.00	
0000535	00	WESTFALL GMC TRUCK						
1056437P		001936	00	02/10/2020	510-1001-433.43-11	PARTS	33.01	
						VENDOR TOTAL *	33.01	
0001944	00	WESTLAKE HARDWARE						
6962767/506325	001953		00	02/11/2020	101-2202-422.43-10	MISC SUPPLIES	11.72	
6962758/506334	001936		00	02/10/2020	101-3101-431.43-11	BLADE	274.99	
6962682/512622	001937		00	02/10/2020	210-1001-451.73-00	CUTOFF BLADES	7.98	
6962678/512622	001937		00	02/10/2020	210-1001-451.73-00	CUTOFF BLADES	7.98	
6962686/512622	001937		00	02/10/2020	210-1001-451.73-00	CUTOFF BLADES	11.97	
6962723/512622	001937		00	02/10/2020	210-1001-451.43-11	BULK PARTS	1.60	
6962704/512622	001937		00	02/10/2020	210-1001-451.43-11	BULK PARTS	6.45	
6962763/506325	001936		00	02/10/2020	250-1001-439.43-11	MISC MATERIAL	12.32	
6962756/506325	001936		00	02/10/2020	250-1001-439.43-11	MISC MATERIAL	167.28	
6962759/506325	001936		00	02/10/2020	510-1001-433.43-12	MISC MATERIAL	25.56	
6962739/506325	001936		00	02/10/2020	520-1001-432.43-11	MISC MATERIAL	74.97	
6962791/506325	001952		00	02/11/2020	520-1001-432.43-10	BATTERY	7.99	
6962752/506325	001952		00	02/11/2020	530-1001-455.43-24	PAINT	23.96	
						VENDOR TOTAL *	634.77	
0002866	00	WEX BANK						
63632909		001935	00	02/10/2020	101-6701-467.62-01	FUEL	966.00	
						VENDOR TOTAL *	966.00	
0001269	00	WITHERS, BRANT, IGOE & MULLENNIX						
		001977	00	02/12/2020	281-1001-457.33-03	APPLICATION FEE	1,587.00	
						VENDOR TOTAL *	1,587.00	
0003183	00	WORLD FUEL SERVICES, INC						
1321278-41525	PI0029	005002	00	01/31/2020	510-1001-433.62-01	FUEL	14,156.32	
						VENDOR TOTAL *	14,156.32	
						TOTAL EXPENDITURES ****	262,431.06	
						GRAND TOTAL *****		262,431.06

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NO		NO	NO	NO			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0000232	00	ALLEY, MILTON									
000002267		UT					00 01/23/2020	510-0000-115.20-01	VOID/CUSTOMER DECEASED	CHECK #: 128107	133.04-
									VENDOR TOTAL *	.00	133.04-
0000791	00	AMEREN UE									
		002009					00 02/19/2020	530-1001-455.41-01	ELECTRIC SERVICE	185.96	
		002009					00 02/19/2020	530-1004-455.41-01	ELECTRIC SERVICE	185.95	
									VENDOR TOTAL *	371.91	
0000443	00	BORDER STATES INDUSTRIES									
919467702		002010					00 02/19/2020	510-1001-433.43-12	LIGHTS	143.07	
									VENDOR TOTAL *	143.07	
0001359	00	CITY OF EXCELSIOR/WATER BILLS									
		001984					00 02/18/2020	101-1601-416.41-03	CITY WATER USAGE	225.92	
		001991					00 02/18/2020	101-1602-416.41-03	CITY WATER USAGE	69.71	
		001985					00 02/18/2020	101-2101-421.41-03	CITY WATER USAGE	214.59	
		001988					00 02/18/2020	101-2103-421.41-03	CITY WATER USAGE	123.92	
		001986					00 02/18/2020	101-6701-467.41-03	CITY WATER USAGE	289.57	
		001982					00 02/18/2020	210-1001-451.41-03	CITY WATER USAGE	219.55	
		001990					00 02/18/2020	281-1001-457.41-03	CITY WATER USAGE	2,092.74	
		001983					00 02/18/2020	510-1001-433.41-03	CITY WATER USAGE	281.41	
		001989					00 02/18/2020	510-1001-433.41-03	CITY WATER USAGE	19.20	
		001987					00 02/18/2020	610-1001-456.41-03	CITY WATER USAGE	17.62	
									VENDOR TOTAL *	3,554.23	
0001483	00	CUMMINS CENTRAL POWER, LLC									
H9-83247		002002					00 02/19/2020	520-1001-432.43-22	PARTS/LABOR	509.54	
									VENDOR TOTAL *	509.54	
0002959	00	DATA PROSE, LLC									
DP200000074		001992					00 02/18/2020	510-1001-433.55-00	UTILITY BILLING	284.98	
		001992					00 02/18/2020	510-1001-433.60-03	UTILITY BILLING	610.13	
		001992					00 02/18/2020	520-1001-432.55-00	UTILITY BILLING	382.55	
		001992					00 02/18/2020	520-1001-432.60-03	UTILITY BILLING	819.04	
		001992					00 02/18/2020	550-1001-434.55-00	UTILITY BILLING	108.31	
		001992					00 02/18/2020	550-1001-434.60-03	UTILITY BILLING	231.89	
									VENDOR TOTAL *	2,436.90	
0000232	00	DIANE FITZGERALD									
000002267		UT					00 02/13/2020	510-0000-115.20-01	UB CR REFUND-FINALS	133.04	
									VENDOR TOTAL *	133.04	
0000889	00	DOWNTOWN EXCELSIOR PARTNERSHIP									
0652		002000					00 02/19/2020	101-1401-413.67-02	DEP 2020 INVESTMENT	1,000.00	
FEB 2020		001993					00 02/18/2020	241-1001-413.54-00	EVENT FEES	3,333.33	
									VENDOR TOTAL *	4,333.33	
0003156	00	ENERFAB POWER & INDUSTRIAL, INC.									
90548547		002003					00 02/19/2020	510-1001-433.43-21	MATERIAL/LABOR	423.12	

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VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO	NO	NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
										AMOUNT
0003156	00	ENERFAB POWER & INDUSTRIAL, INC.								
90548546		002006		00	02/19/2020		510-1001-433.43-21	MATERIAL/LABOR	583.30	
90548545		002004		00	02/19/2020		520-1001-432.43-22	MATERIAL/LABOR	255.01	
90548544		002005		00	02/19/2020		520-1001-432.43-22	MATERIAL/LABOR	83.15	
90548531		002006		00	02/19/2020		520-1001-432.43-22	MATERIAL/LABOR	465.24	
90548542		002010		00	02/19/2020		520-1001-432.43-22	EMERGENCY REPAIR	2,477.90	
								VENDOR TOTAL *	4,287.72	
0003127	00	ENVIRO-MASTER OF KANSAS CITY								
KNS-23389		001995		00	02/19/2020		101-2101-421.43-12	SANITIZATION	60.00	
								VENDOR TOTAL *	60.00	
0001777	00	EXCELSIOR SPRINGS MUSEUM								
85		002000		00	02/19/2020		101-1401-413.67-02	RESEARCH & PRESERVATION	6,000.00	
								VENDOR TOTAL *	6,000.00	
0002840	00	EZ LOAN								
		001993		00	02/18/2020		510-1001-433.60-20	SHIPPING FEE	754.25	
								VENDOR TOTAL *	754.25	
0001327	00	FIRE PETTY CASH								
		001997		00	02/19/2020		101-2201-422.58-04	POSTAGE/MEALS	20.00	
		001996		00	02/19/2020		101-2202-422.60-03	POSTAGE/MEALS	30.20	
								VENDOR TOTAL *	50.20	
0002109	00	GEIGER READY-MIX CO INC								
958757		002007		00	02/19/2020		510-1001-433.43-21	CONCRETE	642.50	
								VENDOR TOTAL *	642.50	
0001116	00	HACH COMPANY								
11829110		PI0034 005023		00	02/07/2020		510-1001-433.43-21	CONTROLLER	4,216.10	
								VENDOR TOTAL *	4,216.10	
0000178	00	HILLYARD/KANSAS CITY								
603753820		002008		00	02/19/2020		281-1001-457.61-03	JANITORIAL SUPPLIES	18.66	
								VENDOR TOTAL *	18.66	
0000234	00	HUMANA								
		001998		00	02/19/2020		101-0000-115.01-00	OVERPAYMENT ON ACCOUNT	121.69	
								VENDOR TOTAL *	121.69	
0002472	00	IDEXX DISTRIBUTION, INC.								
3060093103		002007		00	02/19/2020		510-1001-433.61-04	LAB SUPPLIES	515.92	
								VENDOR TOTAL *	515.92	
0001269	00	IRON MOUNTAIN								
CGPM593		002008		00	02/19/2020		281-1001-457.60-01	SHREDDING SERVICE	98.77	
								VENDOR TOTAL *	98.77	
0000987	00	K.C. BOBCAT								

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000987	00	K.C. BOBCAT					
21103917	001993		00 02/18/2020	101-3101-431.43-11	MISC PARTS	552.03	
21103883	001993		00 02/18/2020	101-3101-431.43-11	MISC PARTS	212.54	
	001993		00 02/18/2020	510-1001-433.43-11	MISC PARTS	552.03	
	001993		00 02/18/2020	520-1001-432.43-11	MISC PARTS	552.03	
					VENDOR TOTAL *	1,868.63	
0001269	00	KAN ROOFING & SHEET METAL					
26424	002008		00 02/19/2020	281-1001-457.43-12	LEAK REPAIRS	367.50	
					VENDOR TOTAL *	367.50	
0002730	00	KONICA MINOLTA PREMIER FINANCE					
3060093103	002007		00 02/19/2020	510-1001-433.44-02	LEASE ON COPIER	137.58	
	002007		00 02/19/2020	520-1001-432.44-02	LEASE ON COPIER	137.57	
					VENDOR TOTAL *	275.15	
0002924	00	LAMP, RYNEARSON & ASSOCIATES, INC.					
	001993		00 02/18/2020	520-1001-432.33-03	ENGINEERING	600.00	
					VENDOR TOTAL *	600.00	
0002686	00	LEAF					
10301875	001993		00 02/18/2020	101-1801-418.44-02	LEASE ON SCANNER	293.69	
					VENDOR TOTAL *	293.69	
0000234	00	LORI HICKS					
	001999		00 02/19/2020	101-0000-115.01-00	OVERPAYMENT ON ACCOUNT	395.61	
					VENDOR TOTAL *	395.61	
0003148	00	MIDLAND GIS SOLUTIONS, LLC					
11331	002007		00 02/19/2020	510-1001-433.34-18	GIS DATA	100.00	
	002007		00 02/19/2020	520-1001-432.34-18	GIS DATA	100.00	
					VENDOR TOTAL *	200.00	
0000611	00	MIDWAY FORD TRUCK CENTER					
100631224:01	001993		00 02/18/2020	101-3101-431.43-10	LUG NUTS	56.40	
					VENDOR TOTAL *	56.40	
0001036	00	PITTMAN PRINTING INC.					
63874	001999		00 02/19/2020	101-2101-421.55-00	RACIAL PROFILING FORMS	189.29	
					VENDOR TOTAL *	189.29	
0003050	00	QUICK MED CLAIMS					
2074	PI0035 004997	00 01/31/2020	101-2202-422.34-17	JAN BILLING		4,337.21	
					VENDOR TOTAL *	4,337.21	
0001269	00	RHINO FITNESS SERVICES					
0001386	001993		00 02/18/2020	281-1001-457.61-07	PARTS/REPAIRS	435.50	
					VENDOR TOTAL *	435.50	
0002498	00	RSM US LLP					

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002498 5894734	00	RSM US LLP PI0032 004992	00 02/12/2020	101-1501-415.33-02	AUDIT FEES	10,500.00	
					VENDOR TOTAL *	10,500.00	
0000666 60861	00	SCOTT'S BARGAIN BARN 001993	00 02/18/2020	530-1001-455.43-24	PAINT SUPPLIES	10.95	
					VENDOR TOTAL *	10.95	
0002452 270259	00	SUPERION, LLC 001993	00 02/18/2020	101-1501-415.43-01	ASP MAINTENANCE	4,721.14	
		001993	00 02/18/2020	510-1001-433.43-01	ASP MAINTENANCE	781.98	
		001993	00 02/18/2020	520-1001-432.43-01	ASP MAINTENANCE	781.97	
					VENDOR TOTAL *	6,285.09	
0003196 66	00	THE GREEN MILE LAWN SERVICE 002008	00 02/19/2020	281-1001-457.43-02	SNOW REMOVAL	279.50	
					VENDOR TOTAL *	279.50	
0003185 3811	00	THUNDERBIRD ELECTRIC SUPPLY LLC 001993	00 02/18/2020	510-1001-433.43-11	MISC MATERIAL	35.59	
					VENDOR TOTAL *	35.59	
0003110 5192928	00	TOSHIBA BUSINESS SOLUTIONS, USA 001993	00 02/18/2020	281-1001-457.55-00	LEASE ON COPIER	48.00	
					VENDOR TOTAL *	48.00	
0001269 5009188310	00	TOSHIBA FINANCIAL 001993	00 02/18/2020	281-1001-457.55-00	LEASE ON COPIER	735.70	
					VENDOR TOTAL *	735.70	
0000756 11543	00	TRIPLE E INC 001993	00 02/18/2020	530-1001-455.43-11	TIRE REPAIR	20.00	
					VENDOR TOTAL *	20.00	
0002579 2733392	00	UNIFIRST 001999	00 02/19/2020	101-2101-421.42-01	MATS, MOPS, TOWELS	79.26	
		001999	00 02/19/2020	101-2104-421.61-25	MATS, MOPS, TOWELS	53.46	
2730936		002008	00 02/19/2020	281-1001-457.61-04	MATS, MOPS, TOWELS	59.64	
2733389		002008	00 02/19/2020	281-1001-457.61-04	MATS, MOPS, TOWELS	59.64	
					VENDOR TOTAL *	252.00	
0002488 000069Y37W060	00	UPS 001999	00 02/19/2020	101-2101-421.60-03	SHIPPING FEES	26.27	
					VENDOR TOTAL *	26.27	
0001999 1928888	00	VANGUARD INDUSTRIES WEST 001999	00 02/19/2020	101-2101-421.61-04	UNIFORM RIBBONS	50.95	
					VENDOR TOTAL *	50.95	
0001944	00	WESTLAKE HARDWARE					

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001944	00	WESTLAKE HARDWARE						
6962840/506325	001993		00	02/18/2020	101-3101-431.43-11	PARTS	6.16	
6962833/512622	001993		00	02/18/2020	210-1001-451.61-15	MISC SUPPLIES	12.34	
6962843/506325	001993		00	02/18/2020	250-1001-439.61-18	COOLER	27.99	
6962830/506325	002008		00	02/19/2020	281-1001-457.61-03	JANITORIAL SUPPLIES	13.98	
6962837/506325	001993		00	02/18/2020	510-1001-433.43-11	VALVES	37.98	
6962831/506325	001993		00	02/18/2020	510-1001-433.43-12	MISC MATERIAL	5.99	
6962887/506325	002007		00	02/19/2020	520-1001-432.43-11	FASTENERS	5.04	
						VENDOR TOTAL *	109.48	
0003183	00	WORLD FUEL SERVICES, INC						
1331188-41525	PI0033	005002	00	02/14/2020	510-1001-433.62-01	FUEL	14,144.95	
						VENDOR TOTAL *	14,144.95	
						HAND ISSUED TOTAL ***		133.04-
						TOTAL EXPENDITURES ****	69,765.29	133.04-
						GRAND TOTAL *****		69,632.25

Account	Description
101-1001	General - Administration
101-1201	General - Municipal Court
101-1204	General - Prisoner Expense (post-court)
101-1401	General - City Manager and Council
101-1501	General - Finance
101-1502	General - Network Expense
101-1601	General - Hall of Waters
101-1801	General - Community Development - Administration
101-1802	General - Community Development - Planning
101-1803	General - Community Development - Inspections
101-1901	General - Human Resources
101-2101	General - Police Administration
101-2103	General - Animal Control
101-2104	General - Prisoner Expense (pre-court)
101-2201	General - Fire
101-2202	General - EMS
101-3101	General - Streets
101-6701	General - Transportation (OMNI)
101-6703	General - Transportation Dispatch
210-1001	Parks and Recreation - Administration
210-4401	Parks and Recreation - Senior Center
211-1001	E-911 Phone Tax
212-1001	Federal Forfeitures
220-1001	Capital Improvements
230-1001	Transportation Trust
240-1001	Neighborhood Improvement Fund
241-1001	Elms Event Fees
250-1001	Construction Services
260-1001	Community Development Block Grant
270-1001	Public Safety Sales Tax
280-1001	Community Center Sales Tax
292-1001	Wal-Mart TIF
293-1001	Paradise Playhouse TIF
294-1001	Vintage Plaza TIF I
295-1001	Elms Hotel TIF
296-1001	Vintage Plaza TIF II
352-1001	Pollution Control Improvements (Bonds)
353-1001	Water System Improvements (Bonds)
380-1001	Community Center Project (Bonds)
405-1001	Debt Service
510-1001	Water
520-1001	Sewer
530-1001	Golf - Administration
530-1003	Golf - Pro Shop
530-1004	Golf - Food and Beverage
540-1001	Airport
550-1001	Refuse
610-1001	Cemetery
720-0000	Special Road District
740-0000	Hospital (Taxes)
780-0000	Payroll Agency Fund