

# **CITY COUNCIL AGENDA**

**Monday, April 6, 2020  
City Council Meeting 6:00 PM**

**YOU MAY LISTEN TO THE MEETING BY DIALING 816-629-7010, ENTER MEETING ID 816 279 654#, PRESS # AGAIN TO JOIN.**



## **NOTICE OF OPEN MEETING**

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, April 6, 2020** 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. Due to COVID-19, the meeting will be conducted virtually.

**YOU MAY LISTEN TO THE MEETING BY DIALING 816-629-7010, ENTER MEETING ID 816 279 654#, PRESS # AGAIN TO JOIN.**

The tentative agenda of this meeting is as follows.

City Council  
City of Excelsior Springs

### AGENDA

City Council Meeting, 6:00 PM  
Monday, April 6, 2020

**YOU MAY LISTEN TO THE MEETING BY DIALING 816-629-7010, ENTER MEETING ID 816 279 654#, PRESS # AGAIN TO JOIN.**

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Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Minutes of the Regular City Council Meeting of March 16, 2020

## Consideration of Agenda

1. Consideration of Memorandum of Understanding for Fuel Sales with ESSD - Resolution No. 1201
2. Consideration of Agreement for Professional Services for Digester - Ordinance No. 20-04-01
3. Consideration of Agreement for Attorney Services - Ordinance No. 20-04-02
4. Consideration of Amendment to Personnel Policy - Ordinance No. 20-04-03
5. Consideration of Temporary Amendment to Code Regarding Delinquent Bills - Ordinance No. 20-04-04
6. Appropriations - Ordinance No. 20-04-05
7. Remarks - City Manager
8. Remarks - City Council
9. Remarks - Mayor
10. Adjourn

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

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

**Date and Time of Posting: Thursday, April 2, 2020 at 2:55pm**

REGULAR COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
March 16, 2020

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, March 16, 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 Mike 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, Councilman Ambrose Buckman, Councilwoman Sonya Morgan, and Councilman Brent McElwee.

Absent: None.

VISITORS:     Kristen DeHart, CEO of Excelsior Springs Hospital gave updates on the Coronavirus and what the hospital is doing to take precautions. There is a confirmed case in Clinton, Missouri, and 3 confirmed cases in Ray County. Things change daily so additional updates will continue to be sent to various avenues in the community. People are screened when entering the building, masks are put on all patients and workers, volunteers are suspended, we are staying in close contact with Emergency Responders and the City, and Community Education is not conducted at the hospital. The CDC says the next 2 weeks will be rough but our staff is ready.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 2, 2020:

Councilman Buckman made a motion to approve the minutes of the Regular City Council Meeting of March 2, 2020. Motion was seconded by Councilwoman Morgan.

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

Nays:   None, motion carried.

Minutes of the Regular City Council Meeting of March 2, 2020 passed and approved March 16, 2020.

CONSIDERATION OF AGENDA:

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

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

Nays:   None, motion carried.

The agenda as presented passed and approved March 16, 2020.

PRESENTATION – RSM AUDIT PRESENTATION:

Steve Marriott, Director of Administrative Services introduced Kristen Hughes of RSM US LLP. Ms. Hughes briefed City Council of the highlights in the audit, and reported it was a clean audit. The presentation is included.

RESOLUTION NO. 1199, CONSIDERATION OF BOARD APPOINTMENT TO THE MU EXTENSION:

Mayor Eales read by title Resolution No. 1199.

Mayor Pro-Tem Powell made a motion to approve Resolution No. 1199 appointing Christi Rice to the University of Missouri Extension Board. Motion was seconded by Councilman Buckman.

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

Nays: None, motion carried.

Resolution No. 1199 passed and approved March 16, 2020.

RESOLUTION NO. 1200, CONSIDERATION OF RESOLUTION OF SUPPORT FOR PROP T:

Mayor Eales read by title Resolution No. 1200.

Councilwoman Morgan made a motion to approve Resolution No. 1200, a Resolution of Support of the City Council of the City of Excelsior Springs, Missouri supporting Excelsior Springs School District's Proposition T. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Resolution No. 1200 passed and approved March 16, 2020.

ORDINANCE NO. 20-03-06, CONSIDERATION OF SCANNER LEASE AGREEMENT:

Mayor Eales read by title Ordinance No. 20-03-06.

Melinda Mehaffy, Director of Economic Development briefed the Council of the Ordinance.

Councilman Buckman made a motion to place Ordinance No. 20-03-06 authorizing the City of Excelsior Springs to enter into a lease agreement for a large format printer/scanner on second reading. Motion was seconded by Councilman McElwee.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-03-06.

Councilwoman Morgan made a motion to approve Ordinance No. 20-03-06 authorizing the City of Excelsior Springs to enter into a lease agreement for a large format printer/scanner. Motion was seconded by Councilman Buckman.

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

Nays: None, motion carried.

Ordinance No. 20-03-06 passed and approved March 16, 2020.

ORDINANCE NO. 20-03-07, CONSIDERATION OF AGREEMENT FOR DIGESTER GRANT ADMINISTRATOR:

Mayor Eales read by title Ordinance No. 20-03-07.

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

Mayor Pro-Tem Powell made a motion to place Ordinance No. 20-03-07 authorizing the City of Excelsior Springs to enter into an agreement for Grant Administration Services with Mid-America Regional Council on second reading. Motion was seconded by Councilman McElwee.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-03-07.

Councilman McElwee made a motion to approve Ordinance No. 20-03-07 authorizing the City of Excelsior Springs to enter into an agreement for Grant Administration Services with Mid-America Regional Council. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Ordinance No. 20-03-07 passed and approved March 16, 2020.

ORDINANCE NO. 20-03-08, APPROPRIATIONS:

Mayor Eales read by title Ordinance No. 20-03-08.

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

Councilman Buckman made a motion to place Ordinance No. 20-03-08 approving Appropriations in the amount of \$959,887.01 on second reading. Motion was seconded by Councilman McElwee.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 20-03-08.

Councilwoman Morgan made a motion to approve Ordinance No. 20-03-08 approving Appropriations in the amount of \$959,887.01. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Ordinance No. 20-03-08 passed and approved March 16, 2020.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. City Staff met today to go over operations and a plan for COVID-19. We will be relying on the Clay Council Health Department for future updates. A notebook was created for City Council to see the updates. Events holding 50 people or more are postponed, Parks and Recreation, the Senior Center, and the Community Center are closed as of tomorrow, March 17, 2020 and indefinitely. Golf is open at this time. City employees are still going to work by utilizing phones or email. The public may pay their water bills online making regular payments. The Judge will follow the 50 people or less ruling and determine when to cancel court. Zoom will be put into place for City Council Meetings. DEP and the Chamber of Commerce will work together with the City, MML provides webinars on the topic, the Fire Department has postponed their Awards Ceremony, and the Volunteer Appreciation Dinner is postponed.

Councilwoman Morgan:

1. Asked if volunteers were needed for accommodations to our seniors and the center; Mid America Regional Council has a plan for seniors.
2. Thank you to staff for what you are doing to keep the community going.

Mayor Pro-Tem Powell:

1. United Fiber is not shutting people off for non-payment of their bill. They want the communication to keep going.

Councilman Buckman:

1. The Good Samaritan Center is staying open but taking precautions with gloves, etc.

Councilman McElwee:

1. Nothing this evening.

Mayor Eales:

1. School is out until April 6, 2020 but I see on Facebook that Dari B is still open. The Police Chief added that Job Corp is shutting down. Neighborhood Specialist Laura Mize is setting up a Twitter Account for communication.

With no further business at hand, the Regular City Council Meeting of March 16, 2020 adjourned at 6:42 pm.

ATTEST:

\_\_\_\_\_  
BRADLEY T. EALES, MAYOR

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



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**Public Works**  
**Council Meeting 4/6/2020**

To: Mayor and City Council  
From: Chad Birdsong, Director of Public Works  
Date: 3/24/2020  
RE: Consideration of Memorandum of Understanding for Fuel Sales with ESSD - Resolution No. 1201

Public Works installed our own fuel facility back in 2001 to save cost by reducing the numbers of trips staff had to make to various fuel vendors on the other side of town. Throughout the years it has worked very well. The ESSD started buying fuel from us in 2008 to also take advantage of the location of our fuel island since their bus facility is only a few hundred yards away. There was a memorandum of understanding between the City and the School district regarding the purchase of fuel at that time.

At this time, we have a new memorandum of understanding just to update the current information and process for billing between the City and the ESSD and it is attached.

A resolution is also attached for the approval of this memorandum of understanding.

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
Resolution	Resolution Letter	3/24/2020
Memorandum of Understanding	Cover Memo	3/24/2020



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING A MEMORANDUM OF  
UNDERSTANDING WITH THE EXCELSIOR SPRINGS 40 SCHOOL  
DISTRICT**

WHEREAS, the City Council of the City of Excelsior Springs, Missouri (the “City”) has determined that sharing of motor vehicle fueling facilities and consolidated fuel purchasing by the City and the Excelsior Springs 40 School District (the “District”) is for the mutual benefit of the City and District and for benefit of the public, and is authorized by Section 70.220, RSMo.; and

WHEREAS, the City and District have agreed to the terms and procedures set forth in the Memorandum of Understanding attached hereto as Exhibit A (the “Memorandum”).

**NOW, THEREFORE, BE IT RESOLVED**, that the Memorandum is hereby approved and the City Manager is authorized to execute the Memorandum on behalf of the City..

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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**The City of Excelsior Springs, Missouri**

**AND**

**Excelsior Springs School District #40**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of Excelsior Springs, Missouri, hereinafter referred to as "City," and the Excelsior Springs School District #40, hereinafter referred to as "District."

**A. PURPOSE:**

The purpose of this MOU is to allow the City and the District to share motor vehicle fueling facilities and consolidated fuel purchasing. The District desires access and the City desires to grant access to the fueling facilities located at the City Public Works Department for use by school busses along with other school district vehicles and equipment operated for the benefit of the District.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The District benefits include a more cost effective approach to fueling of school busses to be utilized by the District. By gaining access to the City's fueling facility, the District will recognize cost savings that may be redeployed in other areas of the District's operating budget.

The City benefits by decreasing the number of fuel facilities in the City, controlling traffic to areas appropriate to larger vehicles, and minimizing environmental impacts.

**C. THE CITY SHALL:**

1. Work with the District and its contractor/service provider to provide access to the City fueling facility and identify the amount of fuel placed in each District vehicle, provided that the facility and fuel shall be utilized by the District solely for its busses, vehicles and equipment. The District shall not permit use by any other party or for any other purpose.
2. Provide the District a monthly statement of fuel use by vehicle, and charge the District for fuel used at the actual cost of the City based upon the most recent fuel purchase by the City.

**D. THE DISTRICT SHALL:**

1. Pay the invoice received from the City within twenty (20) days of receipt.

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. **MODIFICATION** – Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. **PARTICIPATION IN SIMILAR ACTIVITIES** – This MOU in no way restricts the City or the District from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **TERMINATION** – Any of the parties may terminate this MOU at any time before the date of expiration by written notice, and termination shall become effective fifteen (15) days after notice is delivered.
4. **PRINCIPAL CONTACTS** – The principal contacts for this MOU are:

The City of Excelsior Springs, Missouri  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Excelsior Springs School District #40  
Name: JARET Tomlinson  
Title: Deputy Superintendent  
Phone: 816 630 9200  
Fax #: \_\_\_\_\_  
Email: jtomlinson@gc.esd40.com

5. **NON-FUND OBLIGATING DOCUMENT** – This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.
6. **COMMENCEMENT/EXPIRATION DATE** – This MOU is executed as of the date of last signature and is effective for a one (1) year period at which time it will renew automatically each additional year unless it is terminated according to item three above.
7. **ASSIGNMENT** – This MOU may not be assigned by either party.

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

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

Signature: [Signature] Date: 3/21/2020

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

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

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

Fax #: \_\_\_\_\_

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

Printed Name: JARET Tomlinson

Title: Deputy Supt

Phone: 816 630 9200

Fax #: 630-9203

Email: jtomlinson@gc.esd40.com



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**Public Works**  
**Council Meeting 4/6/2020**

To: Mayor and City Council  
From: Chad Birdsong, Director of Public Works  
Date: 3/19/2020  
RE: Consideration of Agreement for Professional Services for Digester - Ordinance No. 20-04-01

Re: Agreement for Professional Services with Lamp Ryneearson for the Digester Expansion

The City has been working on this project for several years to add an additional digester to the waste water plant. Two digester were included in the original design but one was cut out due to cost overruns. The budget for this project comes from many sources.

CDBG funds:	\$750,000.00
CIP Funds:	\$450,000.00
Bond Funds	\$300,000.00
Sewer fund	<u>\$150,000.00</u>
Total	\$1,650,000.00

The following agreement between the City of Excelsior Springs and Lamp Ryneearson provides for engineering services for the Digester expansion at our Waste Water Treatment Plant. This includes Design, Bidding, Construction Administration, and Part Time Observation according to the Wastewater Treatment Plant Sludge Handling Facility Plan completed by Lamp Ryneearson on March 1, 2018. The total lump sum amount is \$146,910.00 for this work. That is broken down to:

Design phase:	\$105,700.00
Bidding:	\$ 5,000.00
Const. Admin.:	\$ 36,210.00

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
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Ordinance  
Agreement with Lamp Rynearson  
Signature page

Ordinance	3/24/2020
Cover Memo	3/19/2020
Cover Memo	3/19/2020

ORDINANCE NO. \_\_\_\_\_

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

WHEREAS, the City of Excelsior Springs, Missouri (“City”) requested qualifications from professional engineering firms for provision of engineering services for the Wastewater Treatment Facility Project (the “Services”); and

WHEREAS, the City selected Larkin Group, Inc., now doing business as Lamp Rynearson, Inc. (“Contractor”), as the most qualified firm for provision of the Services, and 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 approved by Ordinance No. 10-10-09, approved November 1, 2010.

WHEREAS, the scope of the Wastewater Treatment Facility Project includes a second digester unit to allow maintenance and repair without interrupting operations or risking overflow, however, the installation of the second digester was delayed due to an unexpected funding shortfall; and

WHEREAS, the City has now received additional funding through a Community Development Block Grant, and the City and Contractor have reached an agreement concerning the provision of and payment for the additional Services necessary to complete the second digester as part of the Wastewater Treatment Facility Project.

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”), with payment for the Services to be made in an amount not to exceed \$146,910.00 from the Pollution Control Bond Fund.

**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 this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Bradley T. Eales, Mayor

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

REVIEWED BY:

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

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [ ] ("Effective Date") between  
City of Excelsior Springs, Missouri ("Owner") and  
Lamp Rynearson, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
New Wastewater Treatment Plant Digester ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:  
Design, Bidding, Construction Administration, and Part Time Observation

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
  2. the presence at the Site of any Constituent of Concern; or



3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01    *Commencement***

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02    *Time for Completion***

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01    *Invoices***

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.

#### **4.02    *Payments***

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the thirtieth day after date of Engineer's invoice; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01    *Opinions of Probable Construction Cost***

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### **5.02    *Designing to Construction Cost Limit***

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### **5.03    *Opinions of Total Project Costs***

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract", prepared by the Engineers Joint Contract Documents Committee with revisions by the Engineer, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement. Copies of Engineer-revised document are available for review by Owner.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of

the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project, as per the requirements of paragraphs 6.03, 6.04 and 6.05 of the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joints Contract Documents Committee (EJCDC) C-700 with revisions by the Engineer, and the Supplementary Conditions prepared by the Engineer. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured.

Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

##### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
  - a. by either party upon 30 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.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be

reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
  1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. 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.



- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer 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 procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

1. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which 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.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### **ARTICLE 7 – DEFINITIONS**

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:  
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based, in part, on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits Included:**

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

- E. Exhibit E, NOT USED
- F. Exhibit F, NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, NOT USED.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

#### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.



**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: City of Excelsior Springs, Mo

Engineer: Lamp Rynearson, Inc.

By: \_\_\_\_\_  
Print name: Molly McGovern  
Title: City Manager  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Nancy L. Pridal  
Title: President  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

No. 2013011903

State of: Missouri

Address for Owner's receipt of notices:

201 E. Broadway

Excelsior Springs, MO 64024

Designated Representative (Paragraph 8.03.A):

Chad Birdsong

Title: Public Works Director

Phone Number: (816) 630-0755

E-Mail Address: cbirdsong@excelsiorsprings.gov

Address for Engineer's receipt of notices:

Lamp Rynearson, Inc.

9001 State Line Rd., Suite 200

Kansas City, MO 64114

Designated Representative (Paragraph 8.03.A):

Greg S. Kendall

Title: Senior Project Manager

Phone Number: (816) 823-7230

E-Mail Address: greg.kendall@lamprynearson.com

This is **EXHIBIT A**, consisting of 13 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, 2020.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Study and Report Phase*

- A. The Wastewater Treatment Plant Sludge Handling Facility Plan completed by Larkin Lamp Ryneerson and sealed on March 1, 2018 shall be the basis of design for the project. Recommendations to be implemented include:
- Replace the telescoping valve in the existing digester
  - New concrete digester complete with diffused air system, new blower, stairs and sidewalk, and related piping and electrical improvements.

#### *A1.02 Design Phase*

- A. Upon receipt of an executed Agreement for Engineering services by the Engineer, Engineer shall:
1. Schedule and facilitate project kick-off meeting to: review the 2018 Sludge Handling Facility Plan with the Owner, discuss desired revision or additional improvements to the sludge handling system with the Owner, inspect the site, and request additional needed information.
  2. Design shall utilize the topographic survey information collected during the 2011 wastewater treatment plant design. Additional topographic survey will be limited to verifying and, if necessary, re-establishing control points and benchmarks, determining elevations and location for geotechnical investigation bores.
  3. Perform geotechnical investigation of the digester site, including two bores, to develop structural design criteria.
  4. Prepare 50% Design Phase documents consisting of final design criteria, 50% drawings, specifications Table of Contents, and written description of the Project.
  5. Make additional visits to the Site as needed to prepare the 50% Design Phase documents.
  6. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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7. Based on the information contained in the 50% Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's and CDBG Program instructions and requirements regarding Owner's procurement of construction services (including instructions regarding advertisements for bids and instructions to bidders, ), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's and/or CDBG Program's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents, and in the draft Construction Contract Documents, when applicable.
9. Furnish three review copies of the 50% Design Phase documents, opinion of probable Construction Cost, and any other 50% Design Phase deliverables to Owner, and schedule a meeting to review them with Owner. Within fourteen days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
10. Incorporate Owner's 50% Design Phase review comments into the final Drawings and Specifications.
11. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The contract document requirements shall conform to CDBG Program requirements.
12. Make additional visits to the Site as needed to prepare the final Drawings and Specifications.
13. Prepare applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design documents, including the Missouri DNR and CDBG; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
14. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
15. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

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16. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  17. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  18. Prepare or assemble draft bidding-related documents, based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  19. Perform or provide the following other Design Phase tasks or deliverables: N/A
  20. Furnish for review by Owner, and its legal counsel the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents, and any other Final Design Phase deliverables, within one hundred twenty days of authorization to proceed with the Final Design Phase, and review them with Owner. Within fourteen days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  21. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents, and any other Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of such documents to Owner within fourteen days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### **A1.03 *Bidding or Negotiating Phase***

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents, and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

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2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work.
  7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:  
N/A
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

#### A1.04 *Construction Contract Administration Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee with revisions by the Engineer, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing. Copies of Engineer-revised document are available for review by Owner.

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2. *Part-time Project Representative:* Provide the services of a Part-time Project Representative at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the Part-time Project Representative are as set forth in Exhibit D. The furnishing of such Part-time Project Representative's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Review the Contractor's selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Part-time Project Representative, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the part-time Resident Project Representative. Based on information

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obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the part-time Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to the furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings,

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Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
19. *Inspections and Tests:*
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a

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copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples,

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and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
    - a. Prepare conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
    - b. Prepare Record Drawings based on Contractor's required mark-ups and furnish such Record Drawings to Owner.
  25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including part-time Resident Project Representative services)

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are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

## **PART 2 – ADDITIONAL SERVICES**

### **A2.01     *Additional Services Requiring Owner's Written Authorization***

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  3. Services resulting from Owner's request to evaluate additional alternatives beyond those in the 2018 Facility Plan.
  4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  5. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  6. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;
    - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
    - c. preparation of appraisals;
    - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

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- e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 7. Furnishing services of Consultants for other than Basic Services.
  - 8. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  - 9. Providing the following services:
    - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
    - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
  - 10. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
  - 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  - 12. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  - 13. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  - 14. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
  - 15. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
  - 16. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
  - 17. Preparation of operation, maintenance, and staffing manuals.

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18. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
19. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
20. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
21. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
22. Overtime work requiring higher than regular rates.
23. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
24. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
25. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
26. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02    *Additional Services Not Requiring Owner's Written Authorization***

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  3. Services (other than Basic Services) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

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4. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
5. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
6. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Utility and topographic mapping and surveys.

---

### **Exhibit B – Owner's Responsibilities**

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data, **beyond what the Engineer will provide in Basic Services.**
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

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Exhibit B – Owner's Responsibilities

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- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

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**Exhibit B – Owner's Responsibilities**

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, 2020.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

---

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation for Basic Services (other than Part-time Project Representative) – Lump Sum Method of Payment**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Part-time Project Representative, if any, as follows:
1. A Lump Sum amount of \$146,910.00 based on the following estimated distribution of compensation:

a. Design Phase	\$105,700.00
b. Bidding and Negotiating Phase	\$ 5,000.00
c. Construction Contract Administration Phase	\$ 36,210.00
  2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
  3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
  4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): N/A
  5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding twenty months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION PACKET RPR-2:**  
**Part-time Project Representative – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04**    *Compensation for Part-time Project Representative Basic Services – Standard Hourly Rates Method of Payment*

**A.**    *Owner shall pay Engineer for Part-time Project Representative Basic Services as follows:*

1.    *Part-time Project Representative Services:* For services of Engineer's Part-time Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Part-time Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$36,210.00 based upon part-time Project Representative services during active construction.

**B.**    *Compensation for Reimbursable Expenses:*

1.    For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Part-time Project Representative Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2.    Reimbursable Expenses include the following: transportation (including mileage).
3.    The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Part-time Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
4.    The Reimbursable Expenses Schedule will be adjusted annually (as of April 1<sup>st</sup>) to reflect equitable changes in the compensation payable to Engineer.

**C.**    *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1.    Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
2.    *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3.    *Estimated Compensation Amounts:*
  - a.    Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

- b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, 2020.

## **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule: (See next page)*

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**Exhibit C – Standard Hourly Rates Schedule**

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Page 1

<b>Kansas City Office</b>	
<b>HOURLY RATE SCHEDULE</b>	
<b>April 1, 2019 – March 31, 2020</b>	
<b>Position / Title</b>	<b>\$ - Hourly Rate</b>
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
<b>Item</b>	<b>\$ - Charge Rate</b>
Plots (Color) bond	\$2.50 /SF
Plots (Color) mylar	\$6.00 /SF
Plots (Color) photo paper	\$6.00 /SF
Mileage	\$0.575/mi
Administration of Subconsultants	Actual cost, plus 10%

**Exhibit C – Standard Hourly Rates Schedule**

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## **Duties, Responsibilities, and Limitations of Authority of Part-time Project Representative**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **D1.01 *Resident Project Representative***

- A. Engineer shall furnish a Part-time Project Representative to assist Engineer in observing progress and quality of the Work.
- B. Through Part-time Project Representative's observations of the Work, including field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the Part-time Project Representative) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including Part-time Project Representative) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the Part-time Project Representative are as follows:
  - 1. *General:* Part-time Project Representative in Engineer's representative at the Site, and will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Part-time Project Representative's actions. Part-time Project Representative's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. Part-time Project Representative shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 3. *Interpretation of Contract Documents:* . Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 4. *Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with Part-time Project Representative's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- 5. *Review of Work; Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever Part-time Project Representative believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise Engineer of that part of the Work that Part-time Project Representative believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection, or approval.
- 6. *Inspections, Tests, and System Start-ups:*
  - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Observe, record, and report to Engineer appropriate details relative to the test procedures and system start-ups.
- 7. *Records:*
  - a. Prepare a daily report for each site visit, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions.
  - b. Photograph the Work in progress or Site conditions during site visits, as appropriate.



- c. Record names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- 8. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 9. *Completion:*
  - a. Assist in the determination of Substantial Completion and the preparation of lists of items requiring to be completed or corrected.
  - b. Assist in determination of Final Completion and the preparation of a final list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance.
- D. Part-time Project Representative shall not:
  - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
  - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor's work.
  - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  - 7. Accept Sample submittals from anyone other than Contractor.
  - 8. Accept Shop Drawing submittals from the Contractor.
  - 9. Authorize Owner to occupy the Project in whole or in part.

## Insurance

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$100,000
  - 2) Bodily injury by disease, each employee: \$500,000
  - 3) Bodily injury/disease, aggregate: \$100,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$1,000,000
  - 2) General Aggregate: \$1,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
- f. Professional Liability --
  - 1) Each Claim Made \$1,000,000
  - 2) Annual Aggregate \$1,000,000
- g. Other (specify): NONE

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --

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Exhibit G – Insurance.

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- |  |           |
|--|-----------|
| 1) Bodily injury, Each Accident            | \$100,000 |
| 2) Bodily injury by Disease, Each Employee | \$100,000 |
| 3) Bodily injury/Disease, Aggregate        | \$500,000 |

c. General Liability --

- |   |             |
|---|-------------|
| 1) General Aggregate:                                   | \$2,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |

d. Excess Umbrella Liability

- |                       |             |
|-----------------------|-------------|
| 1) Per Occurrence:    | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

Each Accident	\$1,000,000
---------------	-------------

f. Other (specify): NONE

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. Lamp Ryneerson, Inc.  
Engineer
- b. Packard Engineering  
Engineer's Consultant
- c. Mid America Consultants  
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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Exhibit G – Insurance.

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This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, 2020.

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### **H6.08 *Dispute Resolution***

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by **a mediator approved by both Engineer and Owner and experienced in resolving disputes arising for the performance of engineering services**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, 2020.

## **Limitations of Liability**

---

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

*A. Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of \$1,000,000.00.* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$1,000,000.00.
-

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, 202\_.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

**The Effective Date of this Amendment is: \_\_\_\_\_.**

**Background Data**

Effective Date of Owner-Engineer Agreement: \_\_\_\_\_

Owner: City of Excelsior Springs, Missouri

Engineer: Lamp Rynearson, Inc.

Project: New WWTP Digester

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Owner
- \_\_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

**Description of Modifications:**

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

**Agreement Summary:**

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

Exhibit K – Amendment to Owner-Engineer Agreement.

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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:  
City of Excelsior Springs, Missouri

ENGINEER:  
Lamp, Rynearson, Inc.

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

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

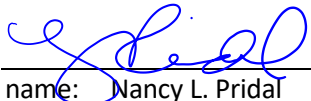
Date Signed: \_\_\_\_\_

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: City of Excelsior Springs, Mo

By: \_\_\_\_\_  
Print name: Molly McGovern  
Title: City Manager  
Date Signed: \_\_\_\_\_

Engineer: Lamp Rynearson, Inc.

By:   
Print name: Nancy L. Pridal  
Title: President  
Date Signed: February 28, 2020

Engineer License or Firm's Certificate No. (if required):

No. 2013011903

State of: Missouri

Address for Owner's receipt of notices:

201 E. Broadway  
Excelsior Springs, MO 64024  
Designated Representative (Paragraph 8.03.A):  
Chad Birdsong  
Title: Public Works Director  
Phone Number: (816) 630-0755  
E-Mail Address: cbirdsong@excelsiorsprings.gov

Address for Engineer's receipt of notices:

Lamp Rynearson, Inc.  
9001 State Line Rd., Suite 200  
Kansas City, MO 64114  
Designated Representative (Paragraph 8.03.A):  
Greg S. Kendall  
Title: Senior Project Manager  
Phone Number: (816) 823-7230  
E-Mail Address: greg.kendall@lamprynearson.com





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**City Council Meetings**  
**Council Meeting 4/6/2020**

To: Mayor and City Council  
From: Molly McGovern  
Date: 4/1/2020  
RE: Consideration of Agreement for Attorney Services - Ordinance No. 20-04-02

The City received four proposals in response to a request for qualifications for legal counsel. Following review of the proposals submitted, please consider approval of the attached ordinance that authorizes the City Manager to enter into an agreement with Williams & Campo for basic services.

Molly McGovern

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Cover Memo	4/2/2020
Agreement	Cover Memo	4/2/2020

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY MANGER TO ENGAGE WILLIAMS & CAMPO AS LEGAL  
COUNSEL TO THE CITY OF EXCELSIOR SPRINGS**

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

**Section 1.** The City Manager of the City of Excelsior Springs is authorized to engage Williams & Campo as legal counsel to the City of Excelsior Springs, Missouri in accordance with the scope of service, compensation, and terms of engagement as detailed in the attached Professional Services Agreement, which shall be made a part of this ordinance.

**Section 2.** This Ordinance shall be in full force and effect from and after its passage and approval.

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

\_\_\_\_\_  
Bradley T. Eales, Mayor

ATTEST:

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

REVIEWED BY:

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

## **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF EXCELSIOR SPRINGS, MISSOURI (“City”) and WILLIAMS & CAMPO, P.C. (“Service Provider”).

WHEREAS, the City requires the services of a city attorney (the “Services”) as described in Exhibit A; and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to perform the Services.

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

### **1. SCOPE OF SERVICES**

The term “Services” when used in this Agreement shall mean any and all city attorney services provided by the Service Provider in accordance with this Agreement. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in Exhibit A. The City reserves the right to direct revision of the Services at the City’s discretion. Service Provider shall provide specialized legal services under this Agreement only upon request of the City. In performing the Services, Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services.

### **2. COMPENSATION**

As consideration for providing the Services, the City shall pay Service Provider as outlined in Exhibit A-1. Service Provider is eligible for reimbursement of reasonable and necessary expenses (but not mileage for travel to and from City Hall for meetings), and at-cost, with no mark-up, for client advance disbursements necessary to perform the authorized scope of work. Client advance disbursements may include, but are not limited to, fees for service of process, court filing fees, deliveries, bulk mailings, outside photocopying, etc. Service Provider shall submit an invoice to the City by the 15<sup>th</sup> day of each month for the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice’s due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance. Service Provider shall maintain accounts and records adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative.

### **3. SCHEDULE**

Unless otherwise directed by the City, Service Provider shall commence performance of the Services on [REDACTED].

### **4. INSURANCE**

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement, the insurance described in Exhibit B.

### **5. RELATIONSHIP OF THE PARTIES**

It is the intent of the parties that the Service Provider shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship.

### **6. TERM AND TERMINATION**

This Agreement shall begin as of the Effective Date and shall continue for an indefinite period unless and until terminated as provided herein. Either party may elect to terminate this Agreement at any time, for any reason, by giving at least thirty (30) days' written notice to the other party.

### **7. RESOLUTION OF DISPUTES**

In the event of a dispute between the parties arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by negotiation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

### **8. MISCELLANEOUS PROVISIONS**

A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments in the performance of the Services.

E. Authorized Employees. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Service Provider hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Company affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

G. Interest of Service Provider and Employees. Service Provider covenants that it (and its employees) presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider.

I. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

J. File Retention. After Services are concluded, Service Provider will, upon City's request, deliver the file for this engagement to it. If the City does not request the file, Service Provider will retain it for a period of ten years after the matter is closed. If the City does not request delivery of the file before the end of the ten year period, Service Provider will have no further obligation to retain the file and may, at its discretion, destroy it without further notice. At any point during the ten year period, the City may request delivery of the file.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date last executed by the parties below.

CITY OF EXCELSIOR SPRINGS, MISSOURI:

By: \_\_\_\_\_  
Bradley T. Eales, Mayor

ATTEST:

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

WILLIAMS & CAMPO, P.C.:

By: \_\_\_\_\_  
Paul A. Campo

## EXHIBIT A

### SERVICES

Reviewing or drafting ordinances, resolutions, contracts, agreements, deeds, easements;

Providing advice regarding government operations, elections, open meetings, open records, City ordinances, State law, routine matters, personnel matters, and property matters including real estate acquisition and sale, annexation, planning & zoning matters, condemnation and public finance, Economic development projects, special districts and other development incentive programs;

Reviewing agendas and materials for Council meetings, anticipating and preparing legal advice on items to be addressed at the Council meeting, and attending City Council meetings which are generally held on the first and third Monday evenings each month; and

Providing legal opinions upon request.

## EXHIBIT A-1

### COMPENSATION

For day-to-day City Attorney matters, our fees will be \$185 per hour. Specialized legal services for economic development and litigation matters (as approved in advance by the City) will be billed on an hourly basis as follows:

Economic development incentive projects where City's fees are paid/reimbursed by the applicant/developer pursuant to a funding agreement at the firm's then current standard rate for said services (currently \$200 per hour for associates to \$285 per hour for shareholders) plus reimbursable expenses.

Litigation matters at the firm's then current standard hourly rate for said services (currently ranging from \$180 per hour for associates to \$285 per hour for shareholders) plus reimbursable expenses.

Rates are subject to an inflationary adjustment on or about February 1 of each year based on the Missouri State Tax Commission's published CPI for the preceding year.

Service Provider shall not charge attorney fees for travel time to and from City Hall for meetings with the City Council and/or Staff.



## EXHIBIT B

### INSURANCE REQUIREMENTS

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain, through the duration of this Agreement, Professional Liability – Errors and Omissions Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker’s Compensation and Employer’s Liability Insurance, when applicable, at the limits required by state and/or federal law. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation.

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, upon his oath, states as follows:

1. My name is \_\_\_\_\_. I am of sound mind and capable of making this Affidavit; I am over the age of twenty one (21); and I have personal knowledge of the facts set forth herein.

2. I am the \_\_\_\_\_ of \_\_\_\_\_ (the "Service Provider"), which has as its business address \_\_\_\_\_; and I am authorized to make this Affidavit.

3. The Service Provider has enrolled in, and is currently participating in, E-Verify, a federal work authorization program operated by the United States Department of Homeland Security. The Service Provider's E-Verify Company ID number is \_\_\_\_\_.

4. The Service Provider does not knowingly employ any person who is an unauthorized alien and will not knowingly employ any person who is an unauthorized alien in connection with the contracted services for which the Service Provider is submitting its response to the City's Request for Proposals or Request for Qualifications.

5. Attached hereto is documentation affirming Service Provider's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public Printed Name



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**City Council Meetings**  
**Council Meeting 4/6/2020**

To: Mayor and City Council  
From: Molly McGovern  
Date: 3/31/2020  
RE: Consideration of Amendment to Personnel Policy - Ordinance No. 20-04-03

The Families First Coronavirus Response Act (FFCRA) approved by congress in the last couple of weeks provides Job Protection and Sick Leave if our employees are unable to come to work due to quarantine, contracting Coronavirus, to care for someone with the virus or due to the loss of daycare. This benefit is required for employers with less than 500 employees, but we have the option to exempt first responders. This employee benefit exists between April 1 and December 31, 2020.

Please consider amending the Personnel Policy to include this provision. I have enclosed a worksheet that our departments are using to help illustrate how the policy is applied.

Molly McGovern

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	3/31/2020
Worksheet	Cover Memo	4/2/2020

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING AMENDMENTS TO THE  
PERSONNEL POLICIES OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI**

WHEREAS, the existence and spread of the COVID-19 virus has resulted in the declaration of a worldwide pandemic, and it is necessary and appropriate to take quick action to reduce the possibility of exposure to COVID-19 to reduce the spread of COVID-19; and

WHEREAS, in response, the United States Congress enacted the “Families First Coronavirus Response Act” including Division C—Emergency Family And Medical Leave Expansion Act and Division E—Emergency Paid Sick Leave Act, mandating changes to the Family and Medical Leave Act and Sick Leave policies of the employers; and

WHEREAS, the City of Excelsior Springs, Missouri (the “City”) and its staff have conducted a review of the City’s Personnel Policy Manual applicable to Family and Medical Leave and Sick Leave to comply with Families First Coronavirus Response Act; and

WHEREAS, the City and its staff have drafted a new Section 10.11 to be included in the current version of the Personnel Policy Manual to comply with Division C and Division E of the Families First Coronavirus Response Act; and

WHEREAS, the City staff and the City Council have reviewed, examined and deemed adoption of the revisions to be advisable and in the City’s best interests.

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 Personnel Policy Manual shall be revised to add a new Section 10.11 as follows:

**Section 10.11 - Emergency Family and Medical Leave Expansion Act and Emergency Paid Sick Leave Act Special Provisions**

Section 10.3 Sick Leave and Section 10.10 Family and Medical Leave of this Personnel Manual are hereby deemed amended to include and comply with the specific provisions of the “Families First Coronavirus Response Act” Division C—Emergency Family and Medical Leave Expansion Act and Division E—Emergency Paid Sick Leave Act, including any amendments thereto and all regulations issued by the Secretary of Labor.

Under Section 3105 of the Emergency Family and Medical Leave Expansion Act, the City may elect to exclude emergency responders from the application of the expanded benefits. The City

elects to exclude emergency responder employees only from Reason 5 pertaining to childcare of the expanded benefits,

Under Section 5102 of the Emergency Paid Sick Leave Act, the City may elect to exclude emergency responders from the application of the expanded benefits. The City elects to exclude emergency responder employees only from Reason 5 pertaining to childcare of the expanded benefits.

A summary of the expanded benefits under the Emergency Family and Medical Leave Expansion Act and Emergency Paid Sick Leave Act is attached for the convenience of employees. In the case of any conflict, the provisions of these Acts shall take precedence.

The provisions of this Section 10.11 shall expire on December 31, 2020 as provided in the Emergency Family and Medical Leave Expansion Act and Emergency Paid Sick Leave Act unless and until the Acts are extended, rescinded, superseded, or amended.

**Section 2.** The provisions of the Excelsior Springs Personnel Policy Manual amended hereby shall not be construed to revive any former clause or provision of the Excelsior Springs Personnel Policy Manual.

**Section 3.** 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.

ATTEST:

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

\_\_\_\_\_  
Bradley T. Eales, Mayor

REVIEWED BY:

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

# FAMILIES FIRST CORONAVIRUS RESPONSE ACT

## EMERGENCY FAMILY & MEDICAL LEAVE EXPANSION ACT WORKSHEET

EFFECTIVE 4/1/20 – 12/31/20 (not retroactive)

This form must be completed when requesting PHE-FMLA or EPSLA for a qualified absence from work during the effective period.

<b>EMPLOYEE:</b>	Printed Name:	I certify that I am unable to work, including telework for the following reason. Signature is needed following statement:
You are unable to work if your employer has work for you and one of the COVID-19 qualifying reasons set forth in the FFCRA prevents you from being able to perform that work, either under normal circumstances at your normal worksite or by means of telework. State qualifying reason for requesting leave:		
State the date(s) for which leave is requested.		
Employee must provide the appropriate documentation in support of the reason for the leave. Examples of documentation may include: 1. The source of any quarantine or isolation order, documentation may include a copy of the Federal, State or local quarantine or isolation order related to COVID-19 applicable to the employee, or 2. The name of the health care provider who has advised you to self-quarantine, written documentation by a health care provider advising the employee to self-quarantine due to concerns related to COVID-19, or 3. The notice that has been posted on a government, school, or day care website, or published in a newspaper, or an email from an employee or official of the school, place of care, or childcare provider 4. Documentation must be retained for four years.		
<b>HIRE DATE:</b>		PHE-FMLA available to employees on the payroll no later than 3/2/20. EPSLA available to employees regardless of hire date.
<b>FULL TIME OR PART TIME EMPLOYEE:</b>		Full-Time Employees have been granted 80 hours of paid sick leave in addition to their PTO balances. Part-Time Employees have been granted # hours = to their average hours over a two-week period during the prior six months (10/1/19-3/31/20). EPSLA leave can only for used for one of the 6 reasons provided.
<b>DEPARTMENT:</b>		
<b>SUPERVISOR:</b>	Printed Name:	Signature:

<b>ACTUAL LAST DAY WORKED or PERIOD OF TIME OFF WORK:</b>	Employee Name: _____	
<b>HAS EMPLOYEE USED FMLA DURING THE CALENDAR YEAR</b> (PHE-FMLA does not provide 12 weeks of leave in addition to the 12 weeks of Traditional FMLA; uses calendar days, not working days)	If Yes, indicate the dates FMLA has been used _____	Number of Weeks out of 12 that are still available for FMLA leave _____
<b>REASON FOR LEAVE #1: Inability to work or telework because</b> Employee is subject to a federal, state, or local quarantine of isolation order related to COVID-19 (this <b>DOES</b> include Stay @ Home order by CCPHC effective 3/24/20, but essential employees are excluded unless they have a prior existing condition) <b>Provide copy of Quarantine letter</b>	Who ordered quarantine or isolation: _____  Duration of Order: _____	Employee can use ESPLA leave @ regular daily pay capped at \$511 (aggregate cap of \$5,110). Must take full 2 weeks to prevent exposure.
<b>REASON FOR LEAVE #2:</b> Employee has been advised by a health care provider to self-quarantine due to COVID-19 related concerns <b>Provide copy of Quarantine letter</b>	Who ordered quarantine or isolation: _____  Duration of Order: _____	Employee can use ESPLA leave @ regular daily pay capped at \$511 (aggregate cap of \$5,110). Must take full 2 weeks to prevent exposure.
<b>REASON FOR LEAVE #3:</b> Employee is experiencing COVID-19 symptoms and seeking medical diagnosis <b>Provide copy of doctor's orders.</b>	When symptoms began: _____ Duration off work: _____ Who provided diagnosis? _____ When/where were you exposed: _____	Employee can use ESPLA leave @ regular daily pay capped at \$511 (aggregate cap of \$5,110). Must take full 2 weeks to prevent exposure. Employee may be eligible for workers' compensation if they can show COVID-19 was contracted in the workplace.
<b>REASON FOR LEAVE #4:</b> Caring for individuals experiencing symptoms of and seeking diagnosis for COVID-19 or are subject to a governmental order or medical recommendations to quarantine or self-isolate <b>Provide copy of Quarantine letter or prior existing condition</b>	Duration of care: _____ Who is care provided for _____ Who order quarantine/isolation: _____  What is the nature of the COVID-19 concerns? _____	Employee can use ESPLA leave @ 2/3 <sup>rd</sup> regular daily pay capped at \$200 (aggregate cap of \$2,000). Must take full 2 weeks to prevent exposure.
<b>REASON FOR LEAVE #5:</b> Employee is caring for children under 18 years of age whose schools or places of care have been closed or whose care providers are unavailable due to COVID-19 Y/N _____ <b>Provide copy of childcare closure notification</b> <b>Must certify that no one else is available to provide childcare</b>  <b>SIGNATURE:</b> _____	Name of Child(ren): _____ Age of Child(ren): _____ Name of School, or Place of Care: _____  Duration of Closure (note this does not apply after the normal last day for school for summer break): _____ Employed for 30+ days: Y/N _____ Does the employee elect to use PTO: Y/N _____, SICK, VACATION, PERSONAL. S/V/P _____	Employee can use ESPLA leave @ 2/3 <sup>rd</sup> regular daily pay capped at \$200 (aggregate cap of \$2,000) Must use full-day increments if working on site, if working remotely, leave can be taken intermittently with employer's consent +  PHE-FMLA - 1 <sup>st</sup> 10 days of this leave is unpaid; however, if employees has PTO, the employee can elect to substitute such paid leave for unpaid time during the 1 <sup>st</sup> 10 days. Duration for Wk1 _____, Duration for Wk2 _____. After 10 days of this leave, it must be paid at 2/3 the regular rate of pay, up to a daily cap of \$200, and aggregate cap of \$10,000 through the end of the FMLA leave. Duration: Wk3-12 _____
<b>REASON FOR LEAVE #6:</b> Employee is experiencing any other substantially similar conditions specified by HHS; <b>except employers of health care providers or emergency responders who can elect to exclude those employees from receiving paid sick leave</b> <b>Provide copy of doctor's orders.</b>	When symptoms began: _____ Duration off work: _____ Who provided diagnosis? _____	Employee can use ESPLA leave @ regular daily pay capped at \$511 (aggregate cap of \$5,110). Must take full 2 weeks to prevent exposure.
<b>REASON FOR LEAVE #7:</b> Employer is open but furloughs me on or after 4/1/20 because it does not have enough work or business <b>Provide copy of workplace closure and notice that no work is available.</b>	Duration off work: _____	Not eligible for PHE-FMLA or ESPLA; may be eligible for unemployment.

<b>REASON FOR LEAVE #8:</b> Employer reduces work hours	Reason prevented from working full schedule; see REASON # _____	Not eligible for PHE-FMLA or ESPLA, unless prevented from working full schedule for a qualifying reason
<b>REASON FOR LEAVE #9:</b> Workplace closure occurring either before or after 4/2/20, where your employer sends you home and stops paying you because it does not have work for you to do. <i>Provide copy of workplace closure and notice that no work is available.</i>	Duration off work: _____	Not eligible for PHE-FMLA or ESPLA; may be eligible for unemployment. As of the date your employer closes your worksite, you are no longer entitled to ESPLA or PHE-FMLA, but you may be eligible for unemployment insurance benefits. This is true whether your employer closes your worksite for lack of business or because the employer was required to close pursuant to a Federal, State or local directive. If you are receiving PTO, you are not eligible for unemployment insurance.
<b>REASON FOR LEAVE #10:</b> Employer closes worksite on or after 4/1/20 but tells me that it will reopen at some time in the future <i>Provide copy of workplace closure and notice that no work is available.</i>	Duration off work: _____	Not eligible for PHE-FMLA or ESPLA while worksite is closed, if worksite reopens and you resume work, you; may be eligible for PHE-FMLA or ESPLA at that time.
<b>REASON FOR LEAVE #11:</b> Fear of exposure to disease	Duration off work: _____	Not eligible for PHE-FMLA or ESPLA without a qualifying reason. However, no one should be forced to work, if you have PTO balances, you may elect to use PTO.

See <http://www.dol.gov/agencies/whd/pandemic> Questions & Answers for clarification

Notes or comments:

The City may elect to exclude emergency responders from this benefit or to exclude any one of Reasons 1-6 to avoid personnel electing to provide childcare when the remaining workforce is compromised from provided required services. Emergency responders include Law Enforcement, Firefighters, EMS, 911 operators, and Public Works

If employee is receiving 2/3 of their regular pay as stipulated by ESPLA, the employee may elect to use PTO to make up the 1/3 difference; the employee will not receive more than 100% of their regular pay.

PTO includes accrued sick, vacation or personal day leave. Use of Sick Leave is limited to the definition in the personnel policy –

**10.321** When employees are incapacitated by sickness or injury or disability.

**10.322** Quarantine of an employee by a physician.

**10.323** Serious illness or death in the immediate family requiring the employee to remain away from work. The maximum amount of time shall be at the Department Head's discretion.

**10.324** Medical, dental, or optical examinations or treatment of any employee or a member of his/her immediate family, when such appointments cannot be scheduled during non-working hours.





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## City Council Meetings

### Council Meeting 4/6/2020

To: Mayor and City Council  
From: Molly McGovern  
Date: 3/31/2020  
RE: Consideration of Temporary Amendment to Code Regarding Delinquent Bills - Ordinance No. 20-04-04

These are unsettling times and as I heard last week, a record 2.2 million Americans filed for unemployment. Not only will our customers be concerned about paying their bills, we hope they understand we are one of many service providers that will also struggle if they can't pay us. We are all in this together, and together we need a wing and a prayer to get back to normal. If our water customers are having difficulty paying their utility bill, we encourage them to contact our partners at the Good Samaritan Center or visit our website to learn about their options. We can prepare individualized payment plans as needed. We have added unemployment due to COVID-19 to the reasons GSC can provide up to \$160, two times/year, enabling us to assist over 600 accounts with \$80 right now.

This proposal is to ask the council to consider relaxing disconnection of water accounts for unpaid balances over the next couple of months, but to also encourage our customers to try to keep balances current or at least continue to try to pay down their balances to avoid difficulty later in the year.

We will continue to monitor the potential impact of COVID-19 on our operations and our customers and remain committed to helping them get through these extraordinary times, because we need their help too.

Molly McGovern

#### ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	3/31/2020

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 705, SECTION 705.110 OF  
THE MUNICIPAL CODE OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI  
REGARDING DELINQUENT BILLS**

WHEREAS, the existence and spread of the COVID-19 virus has resulted in the declaration of a worldwide pandemic, and it is necessary and appropriate to take quick action to reduce the possibility of exposure to COVID-19 and to reduce the spread of COVID-19; and

WHEREAS, as of March 22, 2020 the COVID19 virus has been confirmed in multiple cases in and around the entire Kansas City Metro area involving multiple fatalities, as well as now demonstrating community spread with the number of cases escalating each day; and

WHEREAS, on March 22, 2020, the Director of Public Health and Health Officer for Clay County issued Public Health Emergency Order Amended 03222020 finding the COVID-19 virus conditions constitute a threat to the health, safety and welfare of the residents of Clay County and creates a public health emergency situation, and ordering the closure or reduced operations of numerous businesses; and

WHEREAS, the City Council of the City of Excelsior Springs ("City") finds that residents and businesses in the City may experience job loss and reduced income during this emergency, and further finds that continued service of potable water and sanitary sewers to residential and commercial customers in the City is particularly necessary to protect the public health during this emergency; and

WHEREAS, the City Council of the City has determined that it is in the best interests of the public to temporarily amend the policies regarding delinquent bills and fees for water and sewer service.

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

**Section 1.** The provisions of Excelsior Springs Municipal Code Chapter 705, Section 705.110 – Delinquent Bills and Reconnection Fee, allowing water and sewer service to be disconnected for failure to pay a past due bill within the allotted time are hereby stayed. Water and sewer fees as provided in the Schedule of Fees, Title I, Appendix A, will continue to accrue during this stay.

**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 be in full force and effect from and after its passage and approval, and shall expire on 11:59 PM on Sunday, May 31, 2020 unless and until it is extended, rescinded, superseded, or amended in writing

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

\_\_\_\_\_  
Bradley T. Eales, Mayor

ATTEST:

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

REVIEWED BY:

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



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**City Council Meetings**  
**Council Meeting 4/6/2020**

To: Mayor and City Council  
From:  
Date  
RE: Appropriations - Ordinance No. 20-04-05

The Expenditure Approval Lists prepared March 18 and March 25 of 2020 are attached for your review and consideration. Please give me a call if you have questions prior to the April 6, 2020 meeting.

Appropriations	(03-18-20)	\$ 67,939.23
Appropriations	(03-25-20)	\$ 232,817.66
Payroll	(03-31-20)	\$ 313,121.92
Total		\$ 613,878.81

I respectfully request appropriations be approved in the amount of \$613,878.81.

Respectfully submitted,

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	3/24/2020
3-18-20 Appropriations	Backup Material	3/24/2020
3-25-20 Appropriations	Backup Material	3/26/2020
Coding List	Backup Material	3/24/2020

**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

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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
0002976	00	AFLAC PREMIUM HOLDING /ORGID: 10590					
		002394	00 03/17/2020	780-0000-217.37-00	PREMIUMS	2,772.76	
		002395	00 03/17/2020	780-0000-217.37-00	PREMIUMS	2,718.64	
					VENDOR TOTAL *	5,491.40	
0000791	00	AMEREN UE					
		002358	00 03/16/2020	520-1001-432.41-01	ELECTRIC SERVICE	64.03	
					VENDOR TOTAL *	64.03	
0002795	00	BOUND TREE MEDICAL, LLC					
83540568		002410	00 03/18/2020	101-2202-422.61-02	EMS SUPPLIES	887.01	
					VENDOR TOTAL *	887.01	
0000214	00	BRIDGESTONE GOLF, INC.					
1002887237		002411	00 03/18/2020	530-1003-455.46-00	GOLF BALLS	252.00	
					VENDOR TOTAL *	252.00	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.					
55621		002418	00 03/18/2020	101-2101-421.43-10	WHEEL REPLACEMENT	160.81	
					VENDOR TOTAL *	160.81	
0001359	00	CITY OF EXCELSIOR/WATER BILLS					
		002361	00 03/16/2020	101-1601-416.41-03	CITY WATER USAGE	239.15	
		002368	00 03/16/2020	101-1602-416.41-03	CITY WATER USAGE	65.79	
		002362	00 03/16/2020	101-2101-421.41-03	CITY WATER USAGE	212.70	
		002365	00 03/16/2020	101-2103-421.41-03	CITY WATER USAGE	165.48	
		002363	00 03/16/2020	101-6701-467.41-03	CITY WATER USAGE	309.77	
		002359	00 03/16/2020	210-1001-451.41-03	CITY WATER USAGE	217.66	
		002367	00 03/16/2020	281-1001-457.41-03	CITY WATER USAGE	1,617.03	
		002360	00 03/16/2020	510-1001-433.41-03	CITY WATER USAGE	285.98	
		002366	00 03/16/2020	510-1001-433.41-03	CITY WATER USAGE	19.20	
		002364	00 03/16/2020	610-1001-456.41-03	CITY WATER USAGE	17.62	
					VENDOR TOTAL *	3,150.38	
0000447	00	CLAY COUNTY SHERIFF'S DEPT					
		002419	00 03/18/2020	101-1204-412.61-25	PRISONER HOUSING	897.00	
					VENDOR TOTAL *	897.00	
0001606	00	CLAYTON PAPER & DISTRIBUTION, INC.					
140001		002420	00 03/18/2020	101-2101-421.61-03	JANITORIAL SUPPLIES	130.89	
139914		002412	00 03/18/2020	101-2201-422.61-03	JANITORIAL SUPPLIES	303.09	
					VENDOR TOTAL *	433.98	
0001269	00	CLEAN QUEST					
17466		002392	00 03/16/2020	530-1004-455.61-07	DISHWASHER PARTS	300.00	
					VENDOR TOTAL *	300.00	
0001269	00	CLIA LABORATORY PROGRAM					
26D0713939		002413	00 03/18/2020	101-2202-422.67-02	CERTIFICATE FEE	180.00	
					VENDOR TOTAL *	180.00	
0002128	00	ED M. FELD EQUIPMENT COMPANY, INC.					

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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
0002128	00	ED M. FELD EQUIPMENT COMPANY, INC.					
0364196-IN		002414	00 03/18/2020	101-2201-422.43-11	NOZZLE BAIL	57.20	
0364250-IN		002415	00 03/18/2020	101-2201-422.43-11	COMPRESSOR REPAIR	146.90	
					VENDOR TOTAL *	204.10	
0003127	00	ENVIRO-MASTER OF KANSAS CITY					
KNS-24001		002421	00 03/18/2020	101-2101-421.43-12	SANITIZATION	60.00	
					VENDOR TOTAL *	60.00	
0002840	00	EZ LOAN					
		002416	00 03/18/2020	510-1001-433.60-20	SHIPPING FEE	34.53	
					VENDOR TOTAL *	34.53	
0002643	00	FREMONT INDUSTRIES, INC.					
2020-70382-00		002369	00 03/16/2020	101-1601-416.43-02	BOILER MAINTENANCE	165.40	
					VENDOR TOTAL *	165.40	
0002729	00	GFI DIGITAL, INC.					
1620904		002397	00 03/17/2020	510-1001-433.44-02	LEASE PAYMENT	6.56	
		002398	00 03/17/2020	520-1001-432.44-02	LEASE PAYMENT	6.56	
					VENDOR TOTAL *	13.12	
0000107	00	GFOA					
0217892		002408	00 03/17/2020	101-1501-415.67-02	MEMBERSHIP DUES	190.00	
					VENDOR TOTAL *	190.00	
0000105	00	GRAINGER					
G-I-0010432		002422	00 03/18/2020				
9456297853		002417	00 03/18/2020	281-1001-457.61-03	JANITORIAL SUPPLIES	204.46	
					VENDOR TOTAL *	4,184.93	
0003203	00	HAWKINS, INC.					
4675342		002399	00 03/17/2020	510-1001-433.61-06	CHEMICALS	4,276.80	
					VENDOR TOTAL *	4,276.80	
0000178	00	HILLYARD/KANSAS CITY					
603793192		002370	00 03/16/2020	281-1001-457.61-03	JANITORIAL SUPPLIES	53.52	
					VENDOR TOTAL *	53.52	
0002173	00	JCI					
8191929		PI0045 005014	00 02/27/2020	520-1001-432.43-22	PARTS/LABOR	8,964.00	
					VENDOR TOTAL *	8,964.00	
0001269	00	KC CORING & CUTTING CONSTRUCTION					
K165464		002400	00 03/17/2020	101-3101-431.43-15	CORE DRILL	315.00	
					VENDOR TOTAL *	315.00	
0002730	00	KONICA MINOLTA PREMIER FINANCE					
409366424		002371	00 03/16/2020	210-1001-451.44-02	LEASE ON COPIER	200.41	
					VENDOR TOTAL *	200.41	
0001269	00	LAW OFFICE OF CALAN T. MCCONKEY LLC					

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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
0001269	00	LAW OFFICE OF CALAN T. MCCONKEY LLC						
ES-PD-2020-01	002372		00	03/16/2020	101-1201-412.35-05	COUNSEL SERVICES	300.00	
						VENDOR TOTAL *	300.00	
0002686	00	LEAF						
10405475	002373		00	03/16/2020	101-1801-418.44-02	LEASE ON SCANNER	260.00	
						VENDOR TOTAL *	260.00	
0003227	00	LIBERTY AUTO UPHOLSTERY INC						
356	002429		00	03/18/2020	510-1001-433.43-10	MATERIAL/LABOR	275.00	
	002430		00	03/18/2020	520-1001-432.43-10	MATERIAL/LABOR	175.00	
						VENDOR TOTAL *	450.00	
0002170	00	MAJOR BRANDS						
10351467	002374		00	03/16/2020	530-1004-455.46-00	LIQUOR	448.80	
						VENDOR TOTAL *	448.80	
0002199	00	MEDIACOM						
	002431		00	03/18/2020	101-2202-422.53-03	INTERNET	89.80	
						VENDOR TOTAL *	89.80	
0002248	00	MILLET GOLF CARS, INC.						
19606	002392		00	03/16/2020	530-1001-455.44-04	CART RENTAL	80.00	
						VENDOR TOTAL *	80.00	
0000732	00	MISSOURI ROCK INC						
51571	002401		00	03/17/2020	510-1001-433.43-21	ROCK	1,979.34	
						VENDOR TOTAL *	1,979.34	
0000881	00	MO VOCATIONAL ENTERPRISES						
	002391		00	03/16/2020	210-1001-451.73-00	PARK SIGN	39.67	
						VENDOR TOTAL *	39.67	
0000405	00	MUTUAL OF OMAHA						
	002403		00	03/17/2020	101-2201-422.23-06	LTD PREMIUMS	58.25	
	002405		00	03/17/2020	281-1001-457.23-06	LTD PREMIUMS	5.50	
	002404		00	03/17/2020	510-1001-433.23-06	LTD PREMIUMS	11.00	
001062312185	002402		00	03/17/2020	780-0000-217.36-00	LTD PREMIUMS	1,761.55	
						VENDOR TOTAL *	1,836.30	
0002140	00	NORTH KANSAS CITY BEVERAGE CO., INC.						
10082931	002375		00	03/16/2020	530-1004-455.46-00	BEER	169.00	
						VENDOR TOTAL *	169.00	
0000554	00	OWEN LUMBER CO						
738421	002406		00	03/17/2020	101-3101-431.43-12	MISC MATERIAL	47.97	
738427	002406		00	03/17/2020	101-3101-431.43-12	MISC MATERIAL	93.48	
738475	002376		00	03/16/2020	210-1001-451.73-00	MATERIAL RETURN	6.42	
738520	002377		00	03/16/2020	210-1001-451.73-00	LUMBER	219.30	
738476	002378		00	03/16/2020	530-1001-455.43-12	ROOFING	21.99	



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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
0000554	00	OWEN LUMBER CO					
					VENDOR TOTAL *	376.32	
0001269	00	PIONEER INDUSTRIES INTERNATIONAL					
1193813	002396	00 03/17/2020	550-1001-434.34-18	RECYCLING		54.15	
					VENDOR TOTAL *	54.15	
0002877	00	PIONEER MANUFACTURING COMPANY INC					
INV752736	002380	00 03/16/2020	210-1001-451.43-27	BASE SET		180.00	
INV753138	002381	00 03/16/2020	210-1001-451.43-27	FIELD PAINT		288.00	
					VENDOR TOTAL *	468.00	
0003205	00	PJS APPAREL & PROMOTIONS LLC					
2090	002379	00 03/16/2020	210-1001-451.61-15	SOCCER SHIRTS		776.50	
					VENDOR TOTAL *	776.50	
0002058	00	PRESTO-X LLC					
6017480	002423	00 03/18/2020	101-2101-421.43-12	PEST CONTROL		74.00	
					VENDOR TOTAL *	74.00	
0000370	00	QUILL CORP					
5136769	002432	00 03/18/2020	101-2201-422.60-01	MEMBERSHIP		69.99	
					VENDOR TOTAL *	69.99	
0002977	00	RED MUNICIPAL & INDUSTRIAL EQUIP.					
13339	002406	00 03/17/2020	520-1001-432.43-11	PARTS/LABOR		1,430.16	
13340	002406	00 03/17/2020	520-1001-432.43-11	PARTS/LABOR		300.00	
					VENDOR TOTAL *	1,730.16	
0002997	00	ROBERTS-ROBINSON CHEV BUICK GMC INC					
92745	002433	00 03/18/2020	510-1001-433.43-10	PARTS/LABOR		5,291.30	
					VENDOR TOTAL *	5,291.30	
0000666	00	SCOTT'S BARGAIN BARN					
60889	002406	00 03/17/2020	250-1001-439.43-11	MISC MATERIAL		74.34	
60894	002382	00 03/16/2020	530-1001-455.43-24	SUPPLIES		30.48	
					VENDOR TOTAL *	104.82	
0001407	00	SCOTT'S CUSTOM TRAILERS					
5494	002406	00 03/17/2020	250-1001-439.43-11	MISC MATERIAL		80.00	
					VENDOR TOTAL *	80.00	
0002452	00	SUPERION, LLC					
273369	002383	00 03/16/2020	101-1501-415.43-01	ASP MAINTENANCE		4,721.14	
	002384	00 03/16/2020	510-1001-433.43-01	ASP MAINTENANCE		781.98	
	002385	00 03/16/2020	520-1001-432.43-01	ASP MAINTENANCE		781.97	
					VENDOR TOTAL *	6,285.09	
0002158	00	TITLEIST					
908804677	002390	00 03/16/2020	530-1003-455.46-00	GOLF BALLS		1,288.64	

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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
0002158	00	TITLEIST						
908824088		002392	00	03/16/2020	530-1003-455.46-00	HATS	91.80	
						VENDOR TOTAL *	1,380.44	
0003110	00	TOSHIBA BUSINESS SOLUTIONS, USA						
5218882		002406	00	03/17/2020	281-1001-457.55-00	PRINTING	48.00	
						VENDOR TOTAL *	48.00	
0001269	00	TOSHIBA FINANCIAL SERVICES						
5009587484		002406	00	03/17/2020	281-1001-457.55-00	LEASE/TAXES	965.65	
						VENDOR TOTAL *	965.65	
0001269	00	TRAVIS TAYLOR						
		002434	00	03/18/2020	101-2201-422.61-04	BOOT REIMBURSEMENT	106.71	
						VENDOR TOTAL *	106.71	
0000756	00	TRIPLE E INC						
11887		002406	00	03/17/2020	510-1001-433.43-11	TIRE REPAIR	50.00	
11913		002435	00	03/18/2020	510-1001-433.43-10	TIRES	503.28	
						VENDOR TOTAL *	553.28	
0002579	00	UNIFIRST						
2743450		002424	00	03/18/2020	101-2101-421.42-01	MATS, MOPS, TOWELS	79.26	
		002425	00	03/18/2020	101-2104-421.61-25	MATS, MOPS, TOWELS	83.24	
						VENDOR TOTAL *	162.50	
0002383	00	US FOODSERVICE						
3944094		002386	00	03/16/2020	530-1004-455.46-00	FOOD	376.52	
						VENDOR TOTAL *	376.52	
0001269	00	VIT-A-ZINE FARM SUPPLY						
00031672		002406	00	03/17/2020	520-1001-432.61-06	CHEMICALS	402.86	
						VENDOR TOTAL *	402.86	
0001944	00	WESTLAKE HARDWARE						
6963110/506338		002428	00	03/18/2020	101-2101-421.43-12	FLEX SEAL	38.97	
6963096/506325		002406	00	03/17/2020	101-3101-431.43-12	STAPLES	4.59	
6963107/512622		002389	00	03/16/2020	210-1001-451.43-25	PAINT	9.18	
6963093/506325		002406	00	03/17/2020	250-1001-439.43-10	MISC MATERIAL	4.49	
6963083		002406	00	03/17/2020	250-1001-439.43-10	MISC PARTS	119.00	
6963162/506325		002438	00	03/18/2020	250-1001-439.43-11	MISC MATERIAL	64.92	
6963153/506325		002406	00	03/17/2020	510-1001-433.61-03	FURNACE FILTERS	51.96	
						VENDOR TOTAL *	293.11	
0003183	00	WORLD FUEL SERVICES, INC						
1351655-41525		PI0044 005002	00	03/13/2020	510-1001-433.62-01	FUEL	12,140.50	
						VENDOR TOTAL *	12,140.50	
0000163	00	ZAMZOW						
347715		002406	00	03/17/2020	550-1001-434.34-18	STRAP	68.00	

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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

0000163 00 ZAMZOW

	VENDOR TOTAL *	68.00	
	TOTAL EXPENDITURES ****	67,939.23	
GRAND TOTAL	*****		67,939.23

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VEND NO	SEQ#	VENDOR NAME				EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO	BK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT
0000417	00	ALTERATIONS & CUSTOM SEWING				
	002584		00 03/25/2020	101-2101-421.42-01	UNIFORM ALTERATIONS	5.52
	002585		00 03/25/2020	101-2101-421.42-01	UNIFORM ALTERATIONS	21.25
	002586		00 03/25/2020	101-2101-421.42-01	UNIFORM ALTERATIONS	6.80
	002587		00 03/25/2020	101-2101-421.42-01	UNIFORM ALTERATIONS	47.17
	002588		00 03/25/2020	101-2101-421.42-01	UNIFORM ALTERATIONS	40.80
	002589		00 03/25/2020	101-2101-421.42-01	UNIFORM ALTERATIONS	44.62
	002590		00 03/25/2020	101-2101-421.42-01	UNIFORM ALTERATIONS	4.25
	002591		00 03/25/2020	101-2101-421.61-04	TROUSERS	58.95
	002592		00 03/25/2020	101-2101-421.61-04	TROUSERS	58.95
	002593		00 03/25/2020	101-2101-421.61-04	VEST	927.00
					VENDOR TOTAL *	1,215.31
0000791	00	AMEREN UE				
	002465		00 03/24/2020	101-1601-416.41-01	ELECTRIC SERVICE	625.92
	002466		00 03/24/2020	101-2101-421.41-01	ELECTRIC SERVICE	1,039.67
	002464		00 03/24/2020	101-2201-422.41-01	ELECTRIC SERVICE	1,265.07
	002467		00 03/24/2020	101-3101-431.41-01	ELECTRIC SERVICE	9,685.21
	002468		00 03/24/2020	101-6701-467.41-01	ELECTRIC SERVICE	256.75
	002472		00 03/24/2020	210-1001-451.41-01	ELECTRIC SERVICE	640.08
	002473		00 03/24/2020	281-1001-457.41-01	ELECTRIC SERVICE	4,964.95
	002469		00 03/24/2020	510-1001-433.41-01	ELECTRIC SERVICE	9,606.55
	002471		00 03/24/2020	520-1001-432.41-01	ELECTRIC SERVICE	20,551.25
	002457		00 03/20/2020	530-1001-455.41-01	ELECTRIC SERVICE	303.19
	002470		00 03/24/2020	530-1001-455.41-01	ELECTRIC SERVICE	637.91
	002457		00 03/20/2020	530-1004-455.41-01	ELECTRIC SERVICE	303.18
					VENDOR TOTAL *	49,879.73
0003182	00	ANDERSON ENGINEERING, INC				
92893	002459		00 03/23/2020	720-0000-209.05-00	ENGINEERING	1,738.00
93388	002460		00 03/23/2020	720-0000-209.05-00	ENGINEERING	3,473.50
94492	002461		00 03/23/2020	720-0000-209.05-00	ENGINEERING	1,142.50
					VENDOR TOTAL *	6,354.00
0000232	00	ANDREWS, MICHAEL & MINDY				
000025315	UT		00 03/23/2020	510-0000-115.20-01	UB CR REFUND-FINALS	127.40
					VENDOR TOTAL *	127.40
0001530	00	AUTOZONE				
2368504404	002457		00 03/20/2020	101-1601-416.60-20	LATEX GLOVES	40.86
2368504366	002461		00 03/23/2020	101-3101-431.42-02	GLOVES	41.84
	002461		00 03/23/2020	510-1001-433.42-02	GLOVES	41.85
	002461		00 03/23/2020	520-1001-432.42-02	GLOVES	41.85
					VENDOR TOTAL *	166.40
0000346	00	AXA EQUITABLE				
	002605		00 03/25/2020	780-0000-217.09-00	CONTRIBUTION AMOUNT	750.00
					VENDOR TOTAL *	750.00
0002795	00	BOUND TREE MEDICAL, LLC				

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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
0002795	00	BOUND TREE MEDICAL, LLC						
83546377		002489	00	03/24/2020	101-2202-422.61-02	EMS SUPPLIES	383.20	
						VENDOR TOTAL *	383.20	
0000234	00	BROOK STOKES						
		002457	00	03/20/2020	101-0000-322.09-00	PERMIT REFUND	77.00	
						VENDOR TOTAL *	77.00	
0001269	00	CANADIAN PACIFIC RAILWAY COMPANY						
2600/3442801		002597	00	03/25/2020	520-1001-432.61-30	LICENSE AGREEMENT	150.00	
						VENDOR TOTAL *	150.00	
0002296	00	CARD SERVICES						
4369		002457	00	03/20/2020	250-1001-439.43-11	MISC MATERIAL	30.44	
8929		002013	00	02/21/2020	510-1001-433.42-02	MUCK BOOTS	114.99	
8910		002015	00	02/21/2020	520-1001-432.42-02	SAFETY BOOTS	150.00	
						VENDOR TOTAL *	295.43	
0002289	00	CARDMEMBER SERVICE						
		002573	00	03/24/2020	101-1101-411.67-01	MEALS/TRAINING/MISC	65.00	
		002602	00	03/25/2020	101-1101-411.60-20	MEALS/TRAINING/MISC	14.99	
		002602	00	03/25/2020	101-1101-411.58-04	MEALS/TRAINING/MISC	17.12	
		002603	00	03/25/2020	101-1101-411.60-01	MEALS/TRAINING/MISC	2.99	
		002501	00	03/24/2020	101-1401-413.61-29	MEALS/TRAINING/MISC	419.98	
		002502	00	03/24/2020	101-1401-413.58-01	MEALS/TRAINING/MISC	106.90	
		002570	00	03/24/2020	101-1401-413.61-29	MEALS/TRAINING/MISC	29.63	
		002575	00	03/24/2020	101-1801-418.55-00	MEALS/TRAINING/MISC	94.42	
		002571	00	03/24/2020	101-1803-418.67-01	MEALS/TRAINING/MISC	61.90	
		002572	00	03/24/2020	101-1803-418.60-20	MEALS/TRAINING/MISC	19.21	
		002574	00	03/24/2020	101-1803-418.60-20	MEALS/TRAINING/MISC	27.35	
		002503	00	03/24/2020	101-2101-421.67-03	MEALS/TRAINING/MISC	50.00	
		002504	00	03/24/2020	101-2101-421.60-01	MEALS/TRAINING/MISC	9.85	
		002538	00	03/24/2020	101-2101-421.60-20	MEALS/TRAINING/MISC	37.39	
		002539	00	03/24/2020	101-2101-421.60-01	MEALS/TRAINING/MISC	11.93	
		002540	00	03/24/2020	101-2101-421.69-06	MEALS/TRAINING/MISC	52.85	
		002541	00	03/24/2020	101-2101-421.61-04	MEALS/TRAINING/MISC	9.00	
		002542	00	03/24/2020	101-2101-421.53-01	MEALS/TRAINING/MISC	5.49	
		002543	00	03/24/2020	101-2101-421.34-01	MEALS/TRAINING/MISC	50.00	
		002545	00	03/24/2020	101-2101-421.60-01	MEALS/TRAINING/MISC	45.14	
		002547	00	03/24/2020	101-2101-421.61-07	MEALS/TRAINING/MISC	79.90	
		002544	00	03/24/2020	101-2104-421.61-29	MEALS/TRAINING/MISC	299.88	
		002499	00	03/24/2020	101-2201-422.67-01	MEALS/TRAINING/MISC	900.00	
		002576	00	03/24/2020	101-2201-422.61-07	MEALS/TRAINING/MISC	79.99	
		002577	00	03/24/2020	101-2202-422.61-07	MEALS/TRAINING/MISC	12.87	
		002548	00	03/24/2020	210-1001-451.34-04	MEALS/TRAINING/MISC	15.00	
		002551	00	03/24/2020	210-1001-451.61-15	MEALS/TRAINING/MISC	474.00	
		002552	00	03/24/2020	210-1001-451.53-01	MEALS/TRAINING/MISC	31.50	
		002553	00	03/24/2020	210-1001-451.61-15	MEALS/TRAINING/MISC	197.27	
		002554	00	03/24/2020	210-1001-451.58-04	MEALS/TRAINING/MISC	13.17	
		002555	00	03/24/2020	210-1001-451.54-00	MEALS/TRAINING/MISC	25.00	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002289	00	CARDMEMBER SERVICE						
	002556		00	03/24/2020	210-1001-451.54-00	MEALS/TRAINING/MISC	4.26	
	002557		00	03/24/2020	210-1001-451.62-01	MEALS/TRAINING/MISC	6.42	
	002558		00	03/24/2020	210-1001-451.55-00	MEALS/TRAINING/MISC	205.92	
	002559		00	03/24/2020	210-1001-451.62-01	MEALS/TRAINING/MISC	20.00	
	002560		00	03/24/2020	210-1001-451.34-04	MEALS/TRAINING/MISC	36.00	
	002561		00	03/24/2020	210-1001-451.58-01	MEALS/TRAINING/MISC	407.88	
	002562		00	03/24/2020	210-1001-451.58-01	MEALS/TRAINING/MISC	407.88	
	002563		00	03/24/2020	210-1001-451.61-15	MEALS/TRAINING/MISC	60.00	
	002549		00	03/24/2020	210-4401-444.61-30	MEALS/TRAINING/MISC	420.27	
	002550		00	03/24/2020	210-4401-444.61-30	MEALS/TRAINING/MISC	12.74	
	002546		00	03/24/2020	212-1001-421.58-04	MEALS/TRAINING/MISC	771.40	
	002537		00	03/24/2020	270-1001-421.61-07	MEALS/TRAINING/MISC	147.37	
	002505		00	03/24/2020	281-1001-457.61-30	MEALS/TRAINING/MISC	9.00	
	002506		00	03/24/2020	281-1001-457.58-04	MEALS/TRAINING/MISC	25.50	
	002507		00	03/24/2020	281-1001-457.58-01	MEALS/TRAINING/MISC	37.85	
	002508		00	03/24/2020	281-1001-457.58-04	MEALS/TRAINING/MISC	65.98	
	002509		00	03/24/2020	281-1001-457.58-04	MEALS/TRAINING/MISC	80.62	
	002510		00	03/24/2020	281-1001-457.58-04	MEALS/TRAINING/MISC	8.29	
	002511		00	03/24/2020	281-1001-457.58-01	MEALS/TRAINING/MISC	27.27	
	002512		00	03/24/2020	281-1001-457.58-01	MEALS/TRAINING/MISC	313.81	
	002513		00	03/24/2020	281-1001-457.58-01	MEALS/TRAINING/MISC	261.96	
	002515		00	03/24/2020	281-1001-457.61-07	MEALS/TRAINING/MISC	510.27	
	002516		00	03/24/2020	281-1001-457.60-01	MEALS/TRAINING/MISC	78.00	
	002517		00	03/24/2020	281-1001-457.60-01	MEALS/TRAINING/MISC	695.00	
	002518		00	03/24/2020	281-1001-457.61-07	MEALS/TRAINING/MISC	250.00	
	002519		00	03/24/2020	281-1001-457.43-12	MEALS/TRAINING/MISC	323.14	
	002520		00	03/24/2020	281-1001-457.43-12	MEALS/TRAINING/MISC	249.90	
	002521		00	03/24/2020	281-1001-457.54-00	MEALS/TRAINING/MISC	30.00	
	002522		00	03/24/2020	281-1001-457.64-00	MEALS/TRAINING/MISC	49.99	
	002523		00	03/24/2020	281-1001-457.58-04	MEALS/TRAINING/MISC	165.47	
	002524		00	03/24/2020	281-1001-457.58-04	MEALS/TRAINING/MISC	23.25	
	002525		00	03/24/2020	281-1001-457.61-15	MEALS/TRAINING/MISC	54.94	
	002528		00	03/24/2020	281-1001-457.61-03	MEALS/TRAINING/MISC	92.38	
	002529		00	03/24/2020	281-1001-457.61-15	MEALS/TRAINING/MISC	326.16	
	002530		00	03/24/2020	281-1001-457.61-07	MEALS/TRAINING/MISC	271.60	
	002531		00	03/24/2020	281-1001-457.43-02	MEALS/TRAINING/MISC	275.00	
	002532		00	03/24/2020	281-1001-457.61-03	MEALS/TRAINING/MISC	420.64	
	002533		00	03/24/2020	281-1001-457.61-15	MEALS/TRAINING/MISC	37.99	
	002534		00	03/24/2020	281-1001-457.61-07	MEALS/TRAINING/MISC	46.99	
	002535		00	03/24/2020	281-1001-457.61-03	MEALS/TRAINING/MISC	19.96	
	002579		00	03/24/2020	281-1001-457.61-30	MEALS/TRAINING/MISC	33.34	
	002580		00	03/24/2020	281-1001-457.61-03	MEALS/TRAINING/MISC	19.03	
	002581		00	03/24/2020	281-1001-457.64-00	MEALS/TRAINING/MISC	22.00	
	002602		00	03/25/2020	281-1001-457.61-30	MEALS/TRAINING/MISC	179.14	
	002603		00	03/25/2020	281-1001-457.64-00	MEALS/TRAINING/MISC	.60	
	002514		00	03/24/2020	281-1005-457.61-15	MEALS/TRAINING/MISC	114.00	
	002526		00	03/24/2020	281-1005-457.61-15	MEALS/TRAINING/MISC	75.53	
	002527		00	03/24/2020	281-1005-457.61-15	MEALS/TRAINING/MISC	175.12	
	002536		00	03/24/2020	281-1006-457.61-15	MEALS/TRAINING/MISC	199.95	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO NO						AMOUNT
0002289	00	CARDMEMBER SERVICE						
		002564	00	03/24/2020	510-1001-433.53-02	MEALS/TRAINING/MISC	.99	
		002569	00	03/24/2020	510-1001-433.58-04	MEALS/TRAINING/MISC	38.78	
		002582	00	03/24/2020	510-1001-433.69-06	MEALS/TRAINING/MISC	92.25	
		002565	00	03/24/2020	520-1001-432.61-18	MEALS/TRAINING/MISC	26.25	
		002566	00	03/24/2020	520-1001-432.58-04	MEALS/TRAINING/MISC	21.97	
		002567	00	03/24/2020	520-1001-432.58-04	MEALS/TRAINING/MISC	33.05	
		002568	00	03/24/2020	520-1001-432.58-04	MEALS/TRAINING/MISC	26.18	
		002500	00	03/24/2020	530-1001-455.43-12	MEALS/TRAINING/MISC	452.05	
		002578	00	03/24/2020	530-1004-455.61-07	MEALS/TRAINING/MISC	29.99	
						VENDOR TOTAL *	11,951.04	
0000363	00	CENTRAL POWER SYSTEMS & SERVICES						
R114003433:01	002490		00	03/24/2020	101-2201-422.43-12	GENERATOR REPAIR	643.71	
						VENDOR TOTAL *	643.71	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						
FOCS142743	002594		00	03/25/2020	101-2101-421.43-10	BRAKES/ROTORS	453.39	
FOCS142636	002595		00	03/25/2020	101-2101-421.43-10	VEHICLE MAINTENANCE	180.62	
FOQS142699	002595		00	03/25/2020	101-2101-421.43-10	VEHICLE MAINTENANCE	385.75	
						VENDOR TOTAL *	1,019.76	
0001269	00	CLINTON D. RENO						
	002595		00	03/25/2020	101-2101-421.58-02	CONFERENCE AIRFARE	335.92	
						VENDOR TOTAL *	335.92	
0001860	00	COMMENCO, INC.						
829718	PI0047 005027		00	03/17/2020	220-1001-421.73-00	HEADSETS	1,298.83	
						VENDOR TOTAL *	1,298.83	
0002124	00	E NET						
6045	002440		00	03/19/2020	101-1101-411.34-04	SERVICE/SUPPORT	212.50	
	002441		00	03/19/2020	101-1502-415.34-04	SERVICE/SUPPORT	644.00	
	002442		00	03/19/2020	101-1803-418.34-04	SERVICE/SUPPORT	42.50	
	002443		00	03/19/2020	101-1901-419.34-04	SERVICE/SUPPORT	297.50	
6053	002595		00	03/25/2020	101-2101-421.43-09	SERVICE/SUPPORT	331.50	
6056	002491		00	03/24/2020	101-2202-422.43-01	SERVICE/SUPPORT	575.91	
	002444		00	03/19/2020	281-1001-457.34-04	SERVICE/SUPPORT	42.50	
	002445		00	03/19/2020	510-1001-433.34-04	SERVICE/SUPPORT	22.25	
6046	002457		00	03/20/2020	510-1001-433.34-04	SERVICE/SUPPORT	408.00	
	002446		00	03/19/2020	520-1001-432.34-04	SERVICE/SUPPORT	22.25	
						VENDOR TOTAL *	2,598.91	
0003156	00	ENERFAB POWER & INDUSTRIAL, INC.						
90552222	PI0049 005019		00	03/11/2020	510-1001-433.43-21	MATERIAL/LABOR	2,535.00	
						VENDOR TOTAL *	2,535.00	
0003127	00	ENVIRO-MASTER OF KANSAS CITY						
KNS-24134	002595		00	03/25/2020	101-2101-421.43-12	SANITIZATION	60.00	
						VENDOR TOTAL *	60.00	
0000991	00	EXCELSIOR SPRINGS STANDARD						

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0000991	00	EXCELSIOR SPRINGS STANDARD 002600	00 03/25/2020	101-1501-415.64-00	SUBSCRIPTION	55.00	
					VENDOR TOTAL *	55.00	
0001269	00	FALISHA BILLINGTON 002447	00 03/19/2020	210-4401-444.61-30	EXERCISE INSTRUCTOR	60.00	
					VENDOR TOTAL *	60.00	
0002109	00	GEIGER READY-MIX CO INC 002448	00 03/19/2020	210-1001-451.73-00	CONCRETE	2,252.51	
961561		002449	00 03/19/2020	210-1001-451.73-00	CONCRETE	1,159.38	
961936		002450	00 03/19/2020	210-1001-451.73-00	CONCRETE	55.00	
962181		002451	00 03/19/2020	210-1001-451.73-00	CONCRETE	1,548.25	
960769					VENDOR TOTAL *	4,905.14	
0000105	00	GRAINGER 002422	00 03/18/2020	211-1001-421.53-01	VOID/RE-ISSUE/VENDOR ERR	CHECK #: 128658	3,980.47-
G-I-0010432		002417	00 03/18/2020	281-1001-457.61-03	JANITORIAL SUPPLIES	CHECK #: 128658	204.46-
9456297853		002417	00 03/18/2020	281-1001-457.61-03	JANITORIAL SUPPLIES	204.46	
					VENDOR TOTAL *	204.46	4,184.93-
0000103	00	GULF STATE DISTRIBUTORS PI0048 005029	00 03/13/2020	101-2101-421.67-03	TRAINING AMMO	476.00	
1337990-IN					VENDOR TOTAL *	476.00	
0001269	00	HOLIDAY INN EXPRESS & SUITES 002595	00 03/25/2020	101-2101-421.67-03	LODGING/TRAINING	810.32	
					VENDOR TOTAL *	810.32	
0001608	00	HORNUNG'S GOLF PRODUCTS, INC. 002474	00 03/24/2020	530-1003-455.46-00	RANGE BASKETS	91.08	
473264					VENDOR TOTAL *	91.08	
0000739	00	ICMA RETIREMENT TRUST 002606	00 03/25/2020	780-0000-217.07-00	EMPLOYEE CONTRIBUTIONS	1,472.99	
					VENDOR TOTAL *	1,472.99	
0002881	00	INDELCO PLASTICS CORPORATION 002598	00 03/25/2020	510-1001-433.43-21	MISC PARTS	331.81	
INV175761					VENDOR TOTAL *	331.81	
0003170	00	INT ASSN OF FIRE FIGHTERS, LOCAL 42 002607	00 03/25/2020	780-0000-217.52-00	FIRE UNION DUES	754.78	
					VENDOR TOTAL *	754.78	
0002173	00	JCI PI0046 005020	00 03/13/2020	510-1001-433.43-21	MATERIAL/LABOR	10,554.00	
8192824					VENDOR TOTAL *	10,554.00	
0000987	00	K.C. BOBCAT					



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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000987	00	K.C. BOBCAT						
21104841	002461		00	03/23/2020	101-3101-431.43-11	FILTERS/PARTS	192.88	
	002461		00	03/23/2020	510-1001-433.43-11	FILTERS/PARTS	192.88	
	002461		00	03/23/2020	520-1001-432.43-11	FILTERS/PARTS	192.89	
						VENDOR TOTAL *	578.65	
0000662	00	KANSAS CITY WINWATER WORKS CO.						
263244	002599		00	03/25/2020	230-1001-431.45-04	PIPE/COUPLING	975.00	
						VENDOR TOTAL *	975.00	
0000232	00	KINSEY, RICKY R						
000016721	UT		00	03/23/2020	510-0000-115.20-01	UB CR REFUND-FINALS	126.20	
						VENDOR TOTAL *	126.20	
0000232	00	KNIPKER, JOHN T & ILENE						
000000925	UT		00	03/23/2020	510-0000-115.20-01	UB CR REFUND-FINALS	126.20	
						VENDOR TOTAL *	126.20	
0002730	00	KONICA MINOLTA PREMIER FINANCE						
409587672	002600		00	03/25/2020	520-1001-432.44-02	LEASE ON COPIER	667.68	
						VENDOR TOTAL *	667.68	
0002924	00	LAMP, RYNEARSON & ASSOCIATES, INC.						
	002600		00	03/25/2020	230-1001-431.33-03	ENGINEERING	8,951.60	
						VENDOR TOTAL *	8,951.60	
0001269	00	LINDSAY WOODBURY						
	002600		00	03/25/2020	530-1001-455.43-12	CLUBHOUSE DECORATIONS	221.15	
						VENDOR TOTAL *	221.15	
0001920	00	LUTHER WOODS HEATING & COOLING						
10-13815	002600		00	03/25/2020	510-1001-433.43-12	TRANE FURNACE	6,631.00	
						VENDOR TOTAL *	6,631.00	
0000068	00	MASTER DATA						
012020-084	002601		00	03/25/2020	101-1501-415.55-00	A/P ENVELOPES	632.30	
						VENDOR TOTAL *	632.30	
0002199	00	MEDIACOM						
	002452		00	03/19/2020	210-1001-451.53-01	INTERNET	129.95	
						VENDOR TOTAL *	129.95	
0000964	00	MID-AMERICA REGIONAL COUNCIL						
G-I-0010432	002422		00	03/18/2020	211-1001-421.53-01	911 COST SHARING	3,980.47	
S-I-0001732	002600		00	03/25/2020	550-1001-434.40-03	HAZARDOUS WASTE EVENT	12,461.22	
						VENDOR TOTAL *	16,441.69	
0000611	00	MIDWAY FORD TRUCK CENTER						
100306389:01	002461		00	03/23/2020	101-6701-467.43-10	OIL CHANGE	84.30	
						VENDOR TOTAL *	84.30	
0002133	00	MO DEPARTMENT OF CORRECTIONS						

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0002133 11918	00	MO DEPARTMENT OF CORRECTIONS 002475	00 03/24/2020	250-1001-439.34-18	WORK RELEASE PROGRAM	217.50	
					VENDOR TOTAL *	217.50	
0000781	00	MO WATER/WASTEWATER CONF 002321	00 03/12/2020	510-1001-433.67-03	TRAINING CANCELLED	CHECK #: 128603	100.00-
		002457	00 03/20/2020	510-1001-433.67-02	MEMBERSHIP DUES	35.00	
		002321	00 03/12/2020	520-1001-432.67-03	TRAINING CANCELLED	CHECK #: 128603	100.00-
					VENDOR TOTAL *	35.00	200.00-
0003222 001473	00	NAPA AUTO PARTS 002457	00 03/20/2020	510-1001-433.43-11	BATTERY	63.49	
					VENDOR TOTAL *	63.49	
0000832 75127108	00	NPG NEWSPAPERS, INC. 002476	00 03/24/2020	281-1001-457.64-00	ADS	303.86	
					VENDOR TOTAL *	303.86	
0000554 738580	00	OWEN LUMBER CO 002453	00 03/19/2020	210-1001-451.73-00	CONNECTOR SCREWS	9.74	
		738579	00 03/19/2020	210-1001-451.73-00	TIES/NAILS	128.00	
		738674	00 03/23/2020	210-1001-451.73-00	LUMBER/NAILS	81.65	
		738762	00 03/23/2020	510-1001-433.61-03	JANITORIAL SUPPLIES	41.45	
					VENDOR TOTAL *	260.84	
0003149 909341182	00	PENTAIR FLOW TECHNOLOGIES, LLC 002600	00 03/25/2020	520-1001-432.43-22	MATERIAL/LABOR	6,750.00	
					VENDOR TOTAL *	6,750.00	
0000647	00	PLATTE-CLAY ELECTRIC 002456	00 03/19/2020	520-1001-432.41-01	ELECTRIC SERVICE	896.01	
					VENDOR TOTAL *	896.01	
0002058 6086423	00	PRESTO-X LLC 002477	00 03/24/2020	101-1601-416.43-12	PEST CONTROL	83.00	
		6086422	00 03/24/2020	101-2201-422.43-12	PEST CONTROL	34.42	
		6086421	00 03/24/2020	101-2201-422.43-12	PEST CONTROL	83.00	
		6086420	00 03/24/2020	281-1001-457.43-12	PEST CONTROL	83.00	
					VENDOR TOTAL *	283.42	
0000370 5487605	00	QUILL CORP 002595	00 03/25/2020	101-1201-412.60-01	PRINTER TONER	216.99	
		002482	00 03/24/2020	101-1501-415.60-01	OFFICE SUPPLIES	93.31	
		5601589	00 03/24/2020	101-1501-415.60-01	OFFICE SUPPLIES	72.99	
		5589704	00 03/24/2020	101-1601-416.61-30	OFFICE SUPPLIES	33.99	
		002483	00 03/24/2020	101-1801-418.60-01	OFFICE SUPPLIES	22.99	
		5640752	00 03/24/2020	101-1901-419.60-01	OFFICE SUPPLIES	52.99	
		5639760	00 03/25/2020	101-6703-467.61-07	PRINTER/INK	333.98	
					VENDOR TOTAL *	827.24	
0001288	00	R.E. PEDROTTI CO., INC.					

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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
0001288	00	R.E. PEDROTTI CO., INC.						
0064883-EXSMOW2PI0050	005030	00 03/25/2020		510-1001-433.43-21	LABOR		2,582.50	
00064882-EXSMO2PI0051	005031	00 03/24/2020		520-1001-432.43-22	LABOR		1,417.50	
					VENDOR TOTAL *		4,000.00	
0002977	00	RED MUNICIPAL & INDUSTRIAL EQUIP.						
13362	002600	00 03/25/2020		520-1001-432.43-11	PARTS/LABOR		2,489.30	
					VENDOR TOTAL *		2,489.30	
0000092	00	REPUBLIC SERVICES #468						
MAR 2020	002487	00 03/24/2020		550-1001-434.40-02	RESIDENTIAL REFUSE		68,070.60	
					VENDOR TOTAL *		68,070.60	
0000988	00	RITE-WAY AUTO SERVICE						
1151298	002595	00 03/25/2020		101-2101-421.43-10	TIRES/MOUNT/BALANCE		555.18	
					VENDOR TOTAL *		555.18	
0003092	00	SCHREIBER LLC						
014549	002600	00 03/25/2020		520-1001-432.43-22	MISC PARTS		759.00	
					VENDOR TOTAL *		759.00	
0000666	00	SCOTT'S BARGAIN BARN						
60919	002600	00 03/25/2020		101-3101-431.43-11	MISC MATERIAL		132.60	
60915	002461	00 03/23/2020		210-1001-451.43-10	DUST CAP		3.05	
60914	002457	00 03/20/2020		510-1001-433.43-11	TIRE		40.00	
60897	002461	00 03/23/2020		510-1001-433.43-12	TARP		89.19	
					VENDOR TOTAL *		264.84	
0000841	00	SHARP OVERHEAD DOOR						
12018	002493	00 03/24/2020		101-2201-422.43-12	GARAGE DOOR REPAIR		110.00	
					VENDOR TOTAL *		110.00	
0000232	00	SHARP, JOYCE ILEEN						
000001339	UT	00 03/23/2020		510-0000-115.20-01	UB CR REFUND-FINALS		55.64	
					VENDOR TOTAL *		55.64	
0003080	00	SUMMIT TRUCK GROUP						
110226517	002494	00 03/24/2020		101-2201-422.43-10	TRUCK REPAIRS		556.48	
					VENDOR TOTAL *		556.48	
0002558	00	SUMNER ONE						
2486588	002595	00 03/25/2020		101-2101-421.43-01	MAINTENANCE ON COPIER		68.64	
					VENDOR TOTAL *		68.64	
0001269	00	THE HOME DEPOT PRO						
541524542	002595	00 03/25/2020		101-2103-421.61-03	KENNEL CLEANERS		314.60	
					VENDOR TOTAL *		314.60	
0000756	00	TRIPLE E INC						
11960	002595	00 03/25/2020		101-2101-421.43-10	TIRE REPAIR		20.00	

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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
0000756	00	TRIPLE E INC						
11915		002457	00	03/20/2020	510-1001-433.43-11	TIRE REPLACEMENT	15.00	
11931		002457	00	03/20/2020	520-1001-432.43-10	PARTS/LABOR	275.00	
						VENDOR TOTAL *	310.00	
0001269	00	TRISH GUARINO						
		002455	00	03/19/2020	210-4401-444.61-30	EXERCISE INSTRUCTOR	60.00	
						VENDOR TOTAL *	60.00	
0002579	00	UNIFIRST						
2745916		002461	00	03/23/2020	101-1601-416.61-03	JANITORIAL SUPPLIES	126.00	
2745915		002595	00	03/25/2020	101-2101-421.42-01	MATS, MOPS, TOWELS	79.26	
		002595	00	03/25/2020	101-2104-421.61-25	MATS, MOPS, TOWELS	53.46	
						VENDOR TOTAL *	258.72	
0002350	00	USA BLUE BOOK						
174461		002600	00	03/25/2020	510-1001-433.61-04	LAB SUPPLIES	546.91	
						VENDOR TOTAL *	546.91	
0000232	00	VANDERLINDEN, RUSSELL						
000023881		UT	00	03/23/2020	510-0000-115.20-01	UB CR REFUND-FINALS	101.52	
						VENDOR TOTAL *	101.52	
0002038	00	WALMART COMMUNITY BRC						
08854		002161	00	02/26/2020	101-2101-421.61-03	MISC SUPPLIES	9.84	
		002162	00	02/26/2020	101-2101-421.60-20	MISC SUPPLIES	4.89	
03098		002228	00	03/05/2020	101-2103-421.61-27	MISC SUPPLIES	40.62	
		002228	00	03/05/2020	101-2103-421.61-03	MISC SUPPLIES	42.34	
01228		002426	00	03/18/2020	101-2103-421.61-03	MISC SUPPLIES	27.88	
		002427	00	03/18/2020	101-2103-421.61-27	MISC SUPPLIES	60.30	
07717		002341	00	03/11/2020	101-2201-422.61-03	MISC SUPPLIES	57.47	
		002341	00	03/11/2020	101-2201-422.58-04	MISC SUPPLIES	61.14	
		002341	00	03/11/2020	101-2201-422.60-01	MISC SUPPLIES	6.77	
07208		002406	00	03/17/2020	101-6701-467.61-03	JANITORIAL SUPPLIES	10.10	
00663		002131	00	02/24/2020	210-1001-451.60-01	MISC SUPPLIES	100.75	
		002131	00	02/24/2020	210-1001-451.43-12	MISC SUPPLIES	35.52	
		002131	00	02/24/2020	210-1001-451.43-25	MISC SUPPLIES	29.74	
00025		002131	00	02/24/2020	210-1001-451.61-15	MISC SUPPLIES	11.32	
05601		002341	00	03/11/2020	210-1001-451.61-15	MISC SUPPLIES	15.94	
07212		002387	00	03/16/2020	210-1001-451.61-15	MISC SUPPLIES	25.54	
00535		002341	00	03/11/2020	210-4401-444.61-30	MISC SUPPLIES	18.76	
		002341	00	03/11/2020	210-4401-444.61-03	MISC SUPPLIES	17.82	
		002341	00	03/11/2020	210-4401-444.61-30	MISC SUPPLIES	14.57	
00725		002163	00	02/26/2020	212-1001-421.58-04	MISC SUPPLIES	151.24	
00612		002008	00	02/19/2020	281-1001-457.60-01	OFFICE SUPPLIES	43.48	
02375		002174	00	02/28/2020	510-1001-433.60-01	OFFICE/JANITORIAL	54.72	
		002174	00	02/28/2020	510-1001-433.61-03	OFFICE/JANITORIAL	66.93	
05950		002321	00	03/10/2020	510-1001-433.61-03	JANITORIAL SUPPLIES	120.03	
						VENDOR TOTAL *	1,027.71	
0000535	00	WESTFALL GMC TRUCK						

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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
0000535	00	WESTFALL GMC TRUCK						
802255	002496		00	03/24/2020	101-2202-422.43-10	MED 3 REPAIRS	643.01	
						VENDOR TOTAL *	643.01	
0001944	00	WESTLAKE HARDWARE						
6963199/506325	002486		00	03/24/2020	101-1601-416.43-12	BATTERIES	35.57	
6963207/506325	002497		00	03/24/2020	101-2201-422.61-07	MISC SUPPLIES	23.97	
6963142/506325	002457		00	03/20/2020	101-3101-431.43-15	MISC MATERIAL	92.95	
	002462		00	03/23/2020	101-3101-431.43-15	JANITORIAL SUPPLIES	91.44	
6963201/506325	002600		00	03/25/2020	101-3101-431.43-15	MISC MATERIAL	7.10	
6963175/512622	002462		00	03/23/2020	210-1001-451.43-11	CHAINSAB BAR	63.99	
6963183/506325	002461		00	03/23/2020	510-1001-433.61-03	JANITORIAL SUPPLIES	46.96	
						VENDOR TOTAL *	361.98	
0003183	00	WORLD FUEL SERVICES, INC						
1355548-41525	002600		00	03/25/2020	510-1001-433.62-01	FUEL	11,888.16	
						VENDOR TOTAL *	11,888.16	
						HAND ISSUED TOTAL ***		4,384.93-
						TOTAL EXPENDITURES ****	237,202.59	4,384.93-
						GRAND TOTAL *****		232,817.66

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