

# **CITY COUNCIL AGENDA**

**Monday, April 5, 2021  
City Council Meeting 6:00 PM**

**The meeting will also be held virtually due to COVID-19. To listen to the meeting, dial 816-629-7010, enter Meeting ID 853 5695 5212 #, Passcode 320925 #. There will be a CLOSED SESSION Immediately Following – Pursuant to Section 610.021.1, 610.021.9, and 610.021.17, RSMo.**



## 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 5, 2021** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

**The meeting will also be held virtually due to COVID-19. To listen to the meeting, dial 816-629-7010, enter Meeting ID 853 5695 5212 #, Passcode 320925 #. There will be a CLOSED SESSION Immediately Following – Pursuant to Section 610.021.1, 610.021.9, and 610.021.17, RSMo.**

The tentative agenda of this meeting is as follows.

City Council  
City of Excelsior Springs

### A G E N D A

City Council Meeting, 6:00 PM  
Monday, April 5, 2021

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Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Minutes of the Regular City Council Meeting of March 15, 2021

## Consideration of Agenda

1. Consideration of Community Center Board Appointment - Resolution No. 1257
2. Consideration of an Agreement with SFS for Community Center Phase II - Resolution No. 1258
3. Consideration of Agreement with Superior Bowen for Overlay Project - Resolution No. 1259
4. Consideration of Brush Truck Purchase with PSST Funds - Resolution No. 1260
5. Consideration of Liquor License Application
6. Consideration of Addition of False Alarm Code 200.020 - Ordinance No. 21-04-01
7. Consideration of an Amendment to the 353 Redevelopment Project Development Plan - Ordinance No. 21-04-02
8. Appropriations - Ordinance No. 21-04-03
9. Remarks - City Manager
10. Remarks - City Council
11. Remarks - Mayor
12. Adjourn

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

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

**Date and Time of Posting: Wednesday, March 31, 2021 at 5:20pm**

REGULAR COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
March 15, 2021

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, March 15, 2021 in the Council Chambers of the Hall of Waters Building. The meeting was also available virtually due to COVID-19. The meeting was called to order by Mayor Powell.

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

The Pledge of Allegiance was led by Mayor Powell.

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

Absent: Councilman Brent McElwee.

VISITORS:     None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 1, 2021:

Councilman Eales made a motion to approve the minutes of the Regular City Council Meeting of March 1, 2021. Motion was seconded by Councilman Kowalski.

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

                              Nays:   None, motion carried.

Minutes of the Regular City Council Meeting of March 1, 2021 passed and approved March 15, 2021.

CONSIDERATION OF AGENDA:

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

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

                              Nays:   None, motion carried.

The agenda as presented passed and approved March 15, 2021.

RESOLUTION NO. 1256, CONSIDERATION OF CONSTRUCTION CONTRACT WITH DAVID E. ROSS FOR NEW DIGSTER:

Mayor Powell read by title Resolution No. 1256.

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

Mayor Pro-Tem Morgan made a motion to approve Resolution No. 1256 approving a contract with David E. Ross Construction Co. in the amount of \$1,433,800.00 for the Wastewater Treatment Plant Digester Project. Motion was seconded by Councilman Eales.

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

Nays: None, motion carried.

Resolution No. 1256 passed and approved March 15, 2021

ORDINANCE NO. 21-03-04, CONSIDERATION OF AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE OF NOT TO EXCEED \$16,100,000 PRINCIPAL AMOUNT OF TAXABLE COMMUNITY CENTER SALES TAX REFUNDING REVENUE BONDS, SERIES 2021, OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, FOR THE PRUPOSE OF REFUNDING OUTSTANDING COMMUNITY CETNER SALES TAX REVENUE BONDS, SERIES 2014, AND AUTHORIZING AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF SAID BONDS:

Mayor Powell read by title Ordinance No. 21-03-04.

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

Councilman Eales made a motion to place Ordinance No. 21-03-04 authorizing and directing the issuance of not to exceed \$16,100,000 principal amount of taxable Community Center Sales Tax Refunding Revenue Bonds, Series 2021, of the City of Excelsior Springs, Missouri; prescribing the form and details of said bonds; and providing for the collection, segregation and application of certain revenues of the City for certain purposes, including paying the principal of and interest on said bonds as they become due on second reading. Motion was seconded by Councilman Kowalski.

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

Nays: None, motion carried.

Mayor Powell read by title the second reading of Ordinance No. 21-03-04.

Mayor Pro-Tem Morgan made a motion to approve Ordinance No. 21-03-04 authorizing and directing the issuance of not to exceed \$16,100,000 principal amount of taxable Community Center Sales Tax Refunding Revenue Bonds, Series 2021, of the City of Excelsior Springs, Missouri; prescribing the form and details of said bonds; and providing for the collection, segregation and application of certain revenues of the City for certain purposes, including paying the principal of and interest on said bonds as they become due. Motion was seconded by Councilman Eales.

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

Nays: None, motion carried.

Ordinance No. 21-03-04 passed and approved March 15, 2021.

ORDINANCE NO. 21-03-05, CONSIDERATION OF AN ORDINANCE APPROVING THE EXECUTION AND DELIVERY OF NOT TO EXCEED \$1,450,000 PRINCIPAL PORTION REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2021A, FOR THE PURPOSE OF

REFUNDING OUTSTANDING CERTIFICATES OF PARTICIPATION, SERIES 2018, WHICH FINANCED IMPROVEMENTS TO THE CITY'S MUNICIPAL GOLF COURSE CLUBHOUSE; AND AUTHORIZING AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF SAID REFUNDING CERTIFICATES OF PARTICIPATION:

Mayor Powell read by title Ordinance No. 21-03-05.

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

Councilman Eales made a motion to place Ordinance No. 21-03-05 approving the execution and delivery of not to exceed \$1,450,000 Principal Portion Refunding Certificates of Participation, Series 2021, for the purpose of refunding outstanding Certificates of Participation, Series 2018, issued for the Municipal Golf Course Clubhouse Project; paying the costs of delivery; and authorizing and approving certain other documents and actions in connection with the execution and delivery of said Refunding Certificates of Participation on second reading. Motion was seconded by Mayor Pro-Tem Morgan.

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

Nays: None, motion carried.

Mayor Powell read by title the second reading of Ordinance No. 21-03-05.

Councilman Eales made a motion to approve Ordinance No. 21-03-05 approving the execution and delivery of not to exceed \$1,450,000 Principal Portion Refunding Certificates of Participation, Series 2021, for the purpose of refunding outstanding Certificates of Participation, Series 2018, issued for the Municipal Golf Course Clubhouse Project; paying the costs of delivery; and authorizing and approving certain other documents and actions in connection with the execution and delivery of said Refunding Certificates of Participation. Motion was seconded by Councilman Kowalski.

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

Nays: None, motion carried.

Ordinance No. 21-03-05 passed and approved March 15, 2021.

ORDINANCE NO. 21-03-06, CONSIDERATION OF AN ORDINANCE APPROVING THE EXECUTION AND DELIVERY OF NOT TO EXCEED \$6,500,000 PRINCIPAL PORTION CERTIFICATES OF PARTICIPATION, SERIES 2021B, FOR THE PURPOSE OF FINANCING CERTAIN IMPROVEMENTS AT THE CITY'S COMMUNITY CENTER; AND AUTHORIZING AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF SAID CERTIFICATES OF PARTICIPATION:

Mayor Powell read by title Ordinance No. 21-03-06.

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

Councilman Eales made a motion to place Ordinance No. 21-03-06 approving the execution and delivery of: (1) Not to Exceed \$1,450,000 Principal Portion Refunding Certificates of Participation (City of Excelsior Springs, Missouri, Lessee), Series 2021A; and (2) Not to Exceed \$6,500,000 Principal Portion Certificates of Participation (City of Excelsior Springs, Missouri, Lessee), Series 2021B; Paying the Costs

of Delivery; and authorizing and approving certain other documents and actions in connection with the execution and delivery of said Certificates of Participation on second reading. Motion was seconded by Mayor Pro-Tem Morgan.

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

Nays: None, motion carried.

Mayor Powell read by title the second reading of Ordinance No. 21-03-06.

Councilman Eales made a motion to approve Ordinance No. 21-03-06 approving the execution and delivery of: (1) Not to Exceed \$1,450,000 Principal Portion Refunding Certificates of Participation (City of Excelsior Springs, Missouri, Lessee), Series 2021A; and (2) Not to Exceed \$6,500,000 Principal Portion Certificates of Participation (City of Excelsior Springs, Missouri, Lessee), Series 2021B; Paying the Costs of Delivery; and authorizing and approving certain other documents and actions in connection with the execution and delivery of said Certificates of Participation. Motion was seconded by Mayor Pro-Tem Morgan.

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

Nays: Kowalski, motion carried.

Ordinance No. 21-03-06 passed and approved March 15, 2021.

#### ORDINANCE NO. 21-03-07, APPROPRIATIONS:

Mayor Powell read by title Ordinance No. 21-03-07.

Vonda Floyd, Director of Finance briefed the Council of the Ordinance.

Councilman Eales made a motion to place Ordinance No. 21-03-07 approving Appropriations in the amount of \$897,821.32 on second reading. Motion was seconded by Councilman Kowalski.

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

Nays: None, motion carried.

Mayor Powell read by title the second reading of Ordinance No. 21-03-07.

Mayor Pro-Tem Morgan a motion to approve Ordinance No. 21-03-07 approving Appropriations in the amount of \$897,821.32. Motion was seconded by Councilman Eales.

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

Nays: None, motion carried.

Ordinance No. 21-03-07 passed and approved March 15, 2021.

#### REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. We met today with the planning consultants on our Safe Streets project. We will have more information coming out this week. The week will be the illustrations of the different intersections and road sections with the improvements so people can get the visual of what is being considered for the improvements. They will be on our website and posted in various places where people are congregating and scan the QR Code that will take them to our website to view the survey. Our consultants are turning their attention to the application because we have an April 26<sup>th</sup> deadline.

Mayor Pro-Tem Morgan:

1. Nothing this evening.

Councilman Eales:

1. Nothing this evening.

Councilman McElwee:

1. Absent.

Councilman Kowalski:

1. Wanted to thank everyone again for all the work they did on refinancing those bonds; it will save a lot of money for us and look forward to see what comes out of the Community Center too.

Mayor Powell:

1. We had a successful meeting with Sam Graves's office staff. It is very important we have their support since he is on the Transportation Committee. I think we have their support and that will be helpful in moving forward with this BUILD grant.

With no further business at hand, Mayor Pro-Tem Morgan motioned to close the Regular City Council Meeting and go into CLOSED SESSION Pursuant to Section 610.021.1 and Section 610.021.17 RSMo. Motion was seconded by Councilman Eales. Mayor Powell recognized the motion on the floor and a second. There was no discussion.

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

Nays: None, motion carried.

The Regular City Council Meeting of March 15, 2021 adjourned at 6:27 pm.

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SHARON POWELL, MAYOR

ATTEST:

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SHANNON STROUD, CITY CLERK



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**City Council Meetings**  
**Council Meeting 4/5/2021**

To: Mayor and City Council  
From: Molly McGovern, City Manager  
Date: 3/31/2021  
RE: Consideration of Community Center Board Appointment - Resolution No. 1257

Please consider Dr. Travis Hux, incoming ESSD Superintendent for appointment to the Community Center Board to replace the unexpired term of outgoing Superintendent Dr. Dan Hoehn. Dr. Hoehn's term expires September 30, 2021.

Molly McGovern, City Manager

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Resolution Letter	4/1/2021
Cover Letter	Cover Memo	4/1/2021

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

**WHEREAS**, on April 5, 2021, the City Council of the City of Excelsior Springs, Missouri (the “City”) appoints Boards and Commissions Representative Dr. Travis Hux to the Community Center Board.

**BE IT RESOLVED**, that after April 5, 2021, the Mayor and members of the Excelsior Springs City Council will observe the appointment of Dr. Travis Hux to the Community Center Board.

THIS RESOLUTION PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Sharon Powell, Mayor

ATTEST:

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

REVIEWED BY:

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



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**City Council Meetings**  
**Council Meeting 4/5/2021**

To: Mayor and City Council  
From: Molly McGovern, City Manager  
Date: 3/31/2021  
RE: Consideration of Community Center Board Appointment - Resolution No. 1257

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Molly McGovern, City Manager

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Resolution Letter	4/1/2021



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## City Council Meetings

### Council Meeting 4/5/2021

To: Mayor and City Council  
From: Molly McGovern, City Manager  
Date: 3/31/2021  
RE: Consideration of an Agreement with SFS for Community Center Phase II - Resolution No. 1258

Please consider an agreement with SFS Architecture for planning & design services associated with Phase II of the Community Center. The agreement provides compensation at 9% of the construction budget to be established by the City. Design services includes five phases: Planning/Schematics; Design Development, Construction Documents, Procurement/Bidding, Construction Administration.

The City is responsible to provide onsite representation, cost estimating, security evaluation, commissioning, surveys, and geotechnical services. Jesse Hall will provide the onsite representation. It is too early to establish a budget, but roughly 2% would be set aside to cover the incidentals the City is responsible for; 90% for construction and 8% for design. The project fund available is \$6.8 Million which includes funds not spent from the initial bond issue.

State Statute prohibits the selection of architects and engineers on the cost of their services, and requires instead that these professionals be selected based on their knowledge and approach to the project. SFS Architecture was selected to be the architect for the initial construction of the Community Center following a review of several architects that expressed interest and an interview of three firms who were short-listed for consideration.

Molly McGovern, City Manager

#### ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/2/2021
SFS Draft Agreement	Cover Memo	3/31/2021

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

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
SFS ARCHITECTURE, INC.**

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

**Section 1.** That the Professional Services Agreement by and among the City of Excelsior Springs, Missouri, and SFS Architecture, Inc., which is attached to this Resolution as Exhibit A in its substantial form and incorporated herein, is hereby approved.

**Section 2.** That the Mayor is authorized to execute the Professional Services Agreement for and on behalf of the City of Excelsior Springs, Missouri.

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

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

THIS RESOLUTION PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Sharon Powell, Mayor

ATTEST:

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

REVIEWED BY:

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

## **EXHIBIT A**

### **Professional Services Agreement**

# **AIA**® Document B101™ – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the    day of    in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Excelsior Springs Missouri  
201 East Broadway  
Excelsior Springs, Missouri 64024  
Telephone Number: 816-630-0752

and the Architect:  
(Name, legal status, address and other information)

SFS Architecture, Inc.  
2100 Central, suite 31  
Kansas City, MO 64108  
Telephone Number: 816-474-1397

for the following Project:  
(Name, location and detailed description)

Outdoor aquatics and site improvements at the Excelsior Springs Community Center.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Owner's program will be developed and confirmed in the initial phase of the project (Programming & Schematic Design).

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The anticipate improvements will occur on the southern portion of the community center property. A site topographic survey will need to be performed prior to commencement of the Design Development phase.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Five million five hundred dollars and no cents (\$5,500,000)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Refer to attached preliminary schedule (Exhibit A)

.2 Construction commencement date:

May 2022

.3 Substantial Completion date or dates:

May 2023

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

*(Paragraph Deleted)*

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Molly McGovern  
201 East Broadway  
Excelsior Springs, Missouri 64024  
Telephone Number: 816-630-0752

Email Address: mmcgvorn@excelsiorsprings.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

TBD

**.2 Civil Engineer:**

SK Design Group, inc.  
Tim Burfeind  
4600 College Boulevard, Suite 100 Overland Park, Kansas 66211

**.3 Other, if any:**

*(List any other consultants and contractors retained by the Owner.)*

Aquatic Design:  
Water Technology Inc (WTI)  
100 Park Avenue  
Beaver Dam, WI 53916

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Kerry K. Newman AIA  
2100 Central, suite 31  
Kansas City, MO 64108

Email Address: [knewman@sfsarch.com](mailto:knewman@sfsarch.com)

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

STAND Structural Engineering Inc  
Brent Bonham  
8234 Robinson Street Overland Park, KS 66204  
Telephone Number: 913-214-2169

**.2 Mechanical Engineer:**

**.3 Electrical Engineer:**

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) in aggregate .

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4 Workers' Compensation at statutory limits.**

**§ 2.5.5 Employers' Liability** with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00 ) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00 ) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00 ) policy limit.

**§ 2.5.6 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) in the aggregate.

**§ 2.5.7** .In recognition of the relative risk and benefits of the project to both the Owner and Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners, subconsultants and those whom the Architect is liable for, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability, to the fullest extent permitted by law, of the Architect, Architect's officers, directors, partners, employees, shareholders, owners, subconsultants and those whom the Architect is liable for, shall not exceed the Architect's total compensation for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other

documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### **§ 3.5 Procurement Phase Services**

##### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction.

Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect, which approval will not be unreasonably withheld.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect and the Architect's Consultants shall not be responsible for any deviations from the Contract Documents not brought in writing to the attention of the Architect and the Architect's Consultants.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the

Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Services are not being provided for the Project.  
*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not provided.
§ 4.1.1.3 Measured drawings	Not provided.
§ 4.1.1.4 Existing facilities surveys	Not provided.
§ 4.1.1.5 Site evaluation and planning	Not provided.
§ 4.1.1.6 Building Information Model management responsibilities	Architect.
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided.
§ 4.1.1.8 Civil engineering	Architect.
§ 4.1.1.9 Landscape design	Architect.
§ 4.1.1.10 Architectural interior design	Architect.
§ 4.1.1.11 Value analysis	Not provided.
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner.
§ 4.1.1.13 On-site project representation	Owner.
§ 4.1.1.14 Conformed documents for construction	Architect.
§ 4.1.1.15 As-designed record drawings	Not provided.
§ 4.1.1.16 As-constructed record drawings	Not provided.
§ 4.1.1.17 Post-occupancy evaluation	Not provided.
§ 4.1.1.18 Facility support services	Not provided.
§ 4.1.1.19 Tenant-related services	Not provided.
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided.
§ 4.1.1.21 Telecommunications/data design	Architect.
§ 4.1.1.22 Security evaluation and planning	Owner.
§ 4.1.1.23 Commissioning	Owner.
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided.
§ 4.1.1.25 Fast-track design services	Not provided.
§ 4.1.1.26 Multiple bid packages	Architect.
§ 4.1.1.27 Historic preservation	Not provided.
§ 4.1.1.28 Furniture, furnishings, and equipment design and procurement (FFE)	Architect.
§ 4.1.1.29 Other services provided by specialty Consultants	TBD
§ 4.1.1.30 Other Supplemental Services	TBD
§ 4.1.1.31 Operations Planning and Pro Forma	Architect.

§ 4.1.1.32 LEED® Certification (B214™–2007)	Not provided.
§ 4.1.1.33 Acoustical Design	Not provided.
§ 4.1.1.34 Audio-Visual Design	Architect or Owner.
§ 4.1.1.35 Hazardous Material Abatement	Not provided
§ 4.1.1.36 Security System Design	Owner.
§ 4.1.1.37 Food Service Equipment Design	Architect.
§ 4.1.1.38 Lighting Design	Architect.
§ 4.1.1.39 Aquatic Design Consulting	Architect.

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

All items shown in Section 4.1.1 indicated as Architect's Supplemental Services are incorporated into Basic Services fees except as follows.

Telecommunications Design Services: Fees to be determined and mutually agreed upon by Owner.

Multiple Bid Packages: Fees to be determined and mutually agreed upon by Owner.

FFE Design and Procurement: 10% of the cost of FFE.

Operations Planning Pro Forma: Provided by Ballard\*King & Associates for fee to be determined and mutually agreed upon by Owner.

Audio-Visual Design: Fees to be determined and mutually agreed upon by Owner.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Owner shall provide for the services indicated if desired or if critical to the project.

**4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One ( 1 ) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eight ( 8 ) visits to the site by the Architect during construction
- .3 One ( 1 ) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) observation for any portion of the Work to determine final completion.

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**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish, if determined necessary for the project by the Architect, surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish, if determined necessary for the project by the Architect, services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or Owner contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

#### § 8.2.1

The Owner and Architect agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the Owner and Architect further agree to non-binding mediation as the next alternative for dispute resolution. If non-binding mediation fails to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Architect shall proceed with its services under this Agreement as though no dispute exists.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

*(Paragraph Deleted)*

☒ [ X] Litigation in a court of competent jurisdiction

☐ [ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs Deleted)*

§

*(Paragraph Deleted)*

**8.3** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

Nine (9.00 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At an amount mutually agreed to by Owner and Architect prior to commencing Supplemental Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

At an amount mutually agreed to by Owner and Architect prior to commencing Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category

Rate (\$0.00)

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

*(Paragraph Deleted)*

- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses; and

*(Paragraphs Deleted)*

- .9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ( \$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

One and one half percent (1.5%) monthly

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

### **§ 12.1**

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraph Deleted)*

- .2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

*(Paragraphs Deleted)*

[ ] Other Exhibits incorporated into this Agreement:

Init.

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Preliminary Schedule

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

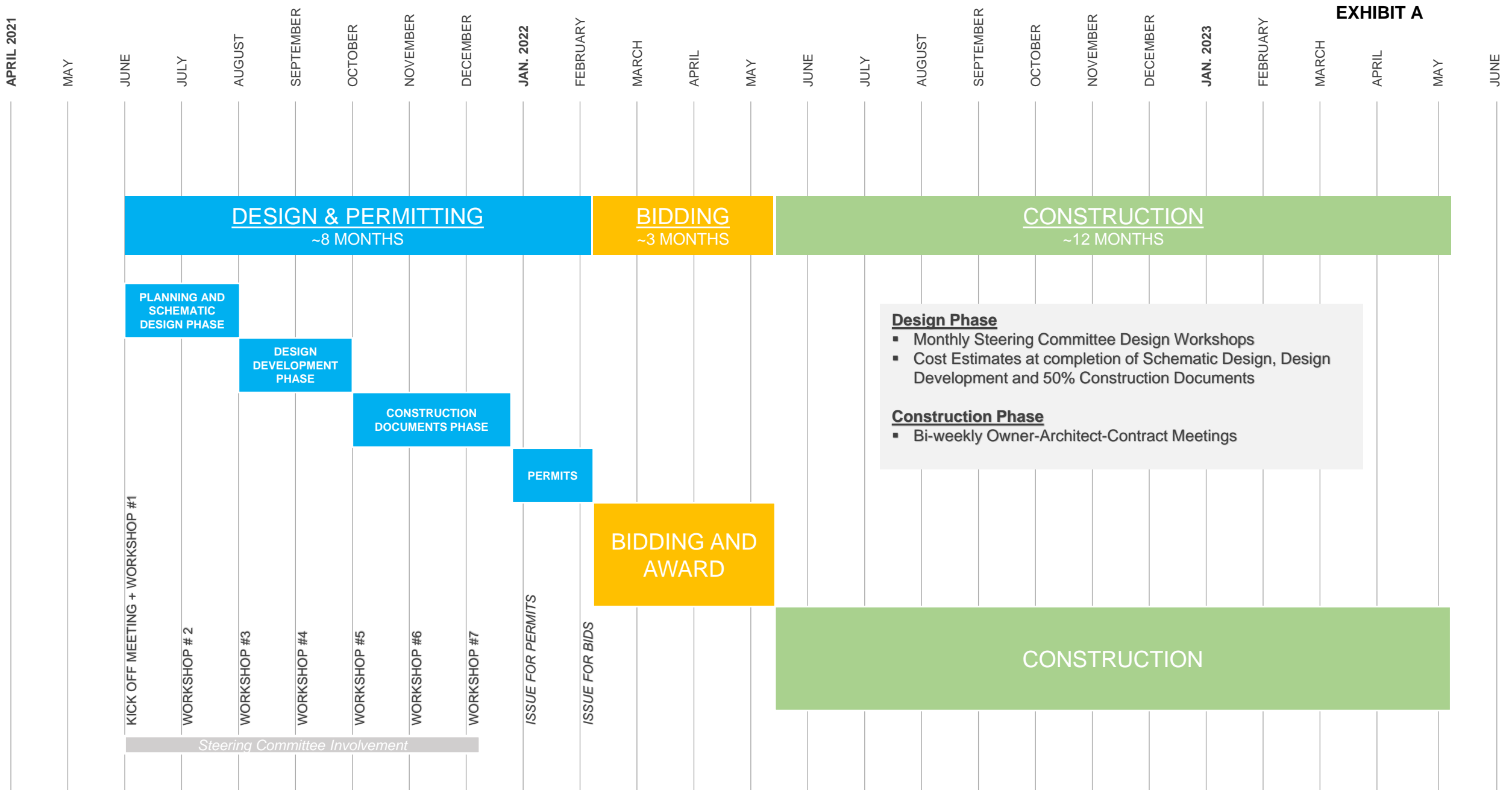
This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Molly McGovern, City Manager  
(Printed name and title)

ARCHITECT (Signature)

Kerry K. Newman AIA, Principal  
(Printed name, title, and license number, if required)





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**City Council Meetings**  
**Council Meeting 4/5/2021**

To: Mayor and City Council  
From: Chad Birdsong, Director of Public Works  
Date: 3/31/2021  
RE: Consideration of Agreement with Superior Bowen for Overlay Project - Resolution No. 1259

Re: Approval of Contract with Superior Bowen for 2021 Overlay Project

Date: March 31, 2021

The City has received bids for the 2021 overlay project which was combined with the 2020 project due to Covid. A total of four bids were received and the bid tab is included. Superior Bowen was the low bidder at \$1,284,867.15. The City has done work with Superior Bowen before and they are very qualified for doing this type of work. At this time, we have reviewed the bids and recommend accepting the bid from Superior Bowen in the amount of \$1,284,867.15 as specified in the contract bid instructions. Please see the attached engineer's letter of recommendation from Larkin. This scope of work includes all of Jesse James Road from 69 Hwy to 10 Hwy, excluding the Meadowlark intersection, and Miller and Dunbar from Jesse James to Concourse at 10 Hwy.

The Transportation Trust Authority met on December 9th 2019 and again on October 12th 2020. They discussed and approved the funding for this 2 year combined project with a not to exceed amount of \$1,200,000.00 for design and construction. Road & Bridge allocated \$250,000.00 for this project and CIP allocated \$50,000.00 from their sidewalk fund for a total budget of \$1,500,000.00.

Since we combined two years of overlay projects, the engineering and design was already approved with Lamp Rynearson in two separate contracts. The first for one for \$38,920.00 and the second one for \$42,000.00, both lump sum totaling \$80,920.00 for design, construction administration and observation. This leaves \$1,419,080.00 for construction.

A resolution has been prepared for your consideration and approval for the attached agreement with Superior Bowen for this project. If you have any questions, please don't hesitate to call me at 630-0755.

Sincerely,

Chad Birdsong, Director of Public Works

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Resolution Letter	4/1/2021
Agreement	Backup Material	4/1/2021
Letter of Recommendation and Bid Tab	Backup Material	4/1/2021

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

A RESOLUTION AWARDING THE BID FOR THE 2021 STREETSCAPE PROJECT AND  
APPROVING AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC  
IN THE AMOUNT OF \$1,284,867.15

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

**Section 1.** That the bid of Superior Bowen Asphalt Company, LLC for the 2021 Streetscape Project in the amount of \$1,284,867.15 is hereby accepted and approved.

**Section 2.** That an agreement by and between the City of Excelsior Springs and Superior Bowen Asphalt Company, LLC, in substantially the same form as attached hereto and incorporated herein by reference, is hereby authorized and approved, and the Mayor is authorized to sign such agreement on behalf of the City.

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

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

**INTRODUCED IN WRITING**, read by title two times, passed and approved this \_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Sharon Powell, Mayor

ATTEST:

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

REVIEWED BY:

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

**AGREEMENT BETWEEN  
CITY OF EXCELSIOR SPRINGS AND**

---

**FOR**

**2021 STREETSCAPE PROJECT**

**CONTRACTOR:** \_\_\_\_\_

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

**CONTRACT PRICE:** \$ \_\_\_\_\_



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

**2021 STREETScape PROJECT**

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

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

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

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

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

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

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

**ARTICLE I  
THE PROJECT AND THE WORK**

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

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

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

## **ARTICLE II CONTRACT AMOUNT**

- A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."
- B. Payment at the respective unit prices set forth in Exhibit E shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the unit prices set forth in Exhibit E. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the unit prices set forth in Exhibit E. All Work not specifically set forth in Exhibit E as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the prices set forth in Exhibit E.
- C. City represents that it is exempt from Missouri state sales and use taxes on material and equipment to be incorporated into the Work. City shall provide Contractor a Project Exemption Certificate that complies with Missouri law.

**ARTICLE III**  
**PROGRESS OF WORK /SUBMITTALS**

- A. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.
- B. Contractor shall complete all Work not later than November 1, 2021 as indicated in the Notice to Proceed for commencement of performance of the Work. If Contractor fails to complete all Work by November 1, 2021, Contractor shall pay City \$600.00, as liquidated damages and not as a penalty, for each day after November 1, 2021, until completion of all the Work is achieved.
- C. Recovery of liquidated damages is not the City's exclusive remedy for Contractor's failure to achieve substantial or final completion in accordance with this Agreement. Specifically, but without limitation, City may exercise its rights under Paragraph F below, Article V Paragraph I of this Agreement, and Article XIII of this Agreement under all circumstances described in Paragraph F, Article V Paragraph I, and Article XIII, including but not limited to Contractor's failure to achieve substantial or final completion in accordance with Paragraph B above.
- D. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of construction work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph D does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather. Contractor shall give City at least 48 hours' notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.
- E. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City's written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each application for payment under Article V of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits current under the Contract Documents.

- F. If City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, City may, in City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.
- G. Contractor shall submit to City for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Review and approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review and approval by City any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be requested by City. Contractor shall perform all Work strictly in accordance with approved submittals. City's approval does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the approved submittals.
- H. As used in Paragraph B above, and elsewhere throughout the Contract Documents, "day" means calendar day, unless it is specifically and expressly defined otherwise.

#### **ARTICLE IV CONTRACT DOCUMENTS**

- A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, form the entire agreement between City and Contractor, and are the Contract Documents:
  - 1. This AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR.
  - 2. SCOPE OF WORK (Exhibit A to this Agreement).
  - 3. The SPECIFICATIONS and DRAWINGS referred to in Exhibit B to this Agreement.
  - 4. PERFORMANCE BOND (Exhibit C to this Agreement).
  - 5. PAYMENT BOND (Exhibit D to this Agreement).
  - 6. BID FORM (Exhibit E to this Agreement).
- B. Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that all ambiguities, inconsistencies, and conflicts observed

by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

## **ARTICLE V PAYMENTS**

- A. Before submitting its first application for payment, Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each application for payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.
- B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an application for payment, in form acceptable to City, to the City representative designated in Article XII. In addition to the amount of payment requested in the application for payment, each application shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such subcontractor and supplier. An application shall not include a request for payment for any portion of the Work that was performed or furnished by a subcontractor or supplier if Contractor does not intend to pay such subcontractor or supplier from such payment. Contractor shall include with each application all supporting documentation that City may require. City shall pay Contractor within 30 days of delivery of Contractor's application and all supporting documentation to City's designated representative, provided all Work and documentation are acceptable to City. Within 15 days of its receipt of payment from City, Contractor shall pay all subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.
- C. All payments under this Agreement shall be made only upon the approval of Manager. Manager shall review each application for payment and certify for payment such amounts as Manager determines are due Contractor. From the total amount certified, Manager shall withhold five percent as retainage until Substantial Completion of all the Work, as defined in Paragraph F below. The Finance Director, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds available for Contractor under Ordinance No.

\_\_\_\_\_.

- D. Neither Manager's certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.
- E. With each application, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each subcontractor or supplier performing any Work, before making any payment to Contractor. The subcontractors' and suppliers' receipts and releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for work performed or materials supplied included on any previous payment application to City from Contractor have been satisfied and that the subcontractor or supplier waives and releases any and all claims or rights in connection therewith.
- F. Contractor's retainage shall not be released until Contractor notifies City's designated representative in writing, and Manager certifies, that all the Work is substantially complete. The Work shall not be deemed substantially complete until all specific requirements stated in the Contract Documents for achievement of substantial completion of all the Work have been satisfied and Manager determines that all the Work is sufficiently complete in accordance with the Contract Documents so that City can occupy and utilize all the Work for its intended use. Retainage shall be paid to Contractor within 30 days of Manager's certification that all the Work is substantially complete. If there are minor items remaining to be completed after substantial completion, an amount equal to 150% of the value of each item, as determined by Manager, shall be withheld until such items are completed.
- G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Manager issues his or her certificate to that effect. City, within 30 days after the delivery of Manager's certificate, shall pay Contractor all remaining funds that Contractor is due under this Agreement.
- H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its application for final payment as claimed by Contractor. All claims not identified in the application for final payment are waived.
- I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
  - 1. Unsatisfactory job progress,
  - 2. Defective Work not remedied
  - 3. Failure to make payments to subcontractors or suppliers,
  - 4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,

5. Uncured damage by Contractor or subcontractors or suppliers to property of City or others,
  6. Contractor's uncured breach of this Agreement or other Contract Documents, or
  7. Contractor's failure to provide requested documentation.
- J. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

## **ARTICLE VI CHANGES/CLAIMS**

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

Contractor shall keep and present, in such form as City may prescribe, an itemized accounting of expenditures and savings together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs shall be limited to the following: costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or

custom, and workers' compensation insurance; costs of materials, supplies, and equipment, including cost of transportation; rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others; costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and additional costs of supervision and field office personnel directly attributable to the change.

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

## **ARTICLE VII INSURANCE**

- A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:
1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall have not less than the following limits:
    - a. Each occurrence \$2,000,000.00
    - b. Personal/advertising injury \$2,000,000.00
    - c. General aggregate \$2,000,000.00
    - d. Products/completed operations aggregate \$2,000,000.00
    - e. The following coverage shall be included:
      - Blanket contractual liability
      - Products/completed operations
      - Personal/advertising injury
      - Broad form property damage
      - Independent contractors
      - Explosion, Collapse, and Underground Damage
  2. **AUTOMOBILE LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$2,000,000.00 or each accident.
  3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:
    - a. Workers' Compensation: Statutory

b. Employer's Liability:

- |                           |                |
|---------------------------|----------------|
| • Each accident           | \$2,000,000.00 |
| • Disease – each employee | \$500,000.00   |
| • Disease – policy limit  | \$2,000,000.00 |

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

## **ARTICLE VIII INDEMNITY**

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

## **ARTICLE IX PATENT LIABILITY**

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

## **ARTICLE X COVENANT AGAINST UNDUE INFLUENCE**

- A. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other

consideration contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- B. Contractor warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition, issue or take any action with respect to this Agreement. Contractor shall allow a certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article X.

#### **ARTICLE XI RECORDS REGARDING PAYMENT**

For at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all applications for payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that City was billed at appropriate times for proper percentages of completion and for payments to subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

#### **ARTICLE XII NOTICES**

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

For City:  
Molly McGovern, City Manager  
City of Excelsior Springs, MO  
201 E. Broadway  
Excelsior Springs, MO 64024

For Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been given when it is received at

the address stated above for the addressee or at such other address as the addressee may furnish the other party.

- C. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

### **ARTICLE XIII DEFAULT**

- A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, or (4) abandonment by Contractor of all or any part of the Work, Contractor shall be in default, and if the default is not corrected to City's satisfaction within 72 hours of Contractor's receipt of written notice to correct from City, City may, in addition to any other right or remedy City may have, furnish any necessary labor, supervision, materials, tools, equipment, services, or other items through City or others, to correct the default, at Contractor's expense, or terminate Contractor's right to proceed with performance of any part or all of the Work and take over and complete the performance of such Work, through City or others, at Contractor's expense.
- B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, enroute to the site, or in storage or being manufactured or fabricated for the Project away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees, all without any liability to Contractor.
- C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.

- D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.
- E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

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

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

#### **ARTICLE XV COMPLIANCE WITH LAWS**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- B. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Specifically, but without limitation:
  - 1. Not less than the prevailing hourly rate of wages, as set out in Exhibit F to this Agreement, shall be paid to all workers performing any of the Work.
  - 2. Contractor shall forfeit a penalty to City of \$100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for performing any of the Work by Contractor or any subcontractor.

3. With each application for payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the application for payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each subcontractor of any tier that employed any workers in connection with the Work during the period covered by the application for payment.
  4. Final payment to Contractor shall not be made until Contractor and each subcontractor have submitted to City an affidavit, in form acceptable to City, stating that Contractor or subcontractor has fully complied with the provisions and requirements of the Missouri prevailing wage law, Sections 290.210 through 290.340, RSMo.
  5. Contractor and each subcontractor shall require each on-site employee to complete the ten-hour safety program required under Section 292.675, RSMo, within 60 days of beginning any of the Work on the Project, if he or she has not previously completed the program or does not have documentation of having done so. Contractor shall forfeit a penalty to City of \$2,500 plus \$150 for each on-site employee employed by Contractor or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- C. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

**ARTICLE XVI**  
**SUBCONTRACTS, ASSIGNMENT, OR TRANSFER**

- A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order for more than \$15,000.00 to any person or entity for any or all of the Work. Contractor shall notify Manager in writing of each proposed subcontract and purchase order for more than \$15,000.00. If City does not notify Contractor in writing within 96 hours after City's receipt of notice of a proposed subcontract or purchase order that City does not consent or needs more time or information in order to consider the proposed subcontract or purchase order, City will be deemed to consent. If City consents or is deemed to consent to a subcontract or purchase order, Contractor shall not later issue a subcontract or purchase order to a different subcontractor or supplier for some or all of the Work covered by the original subcontract or purchase order without obtaining City's further prior written consent. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract

Documents, nor shall it create any obligation from City to any assignee, subcontractor, or vendor.

- B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.
- C. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City and is further assignable by City to another contractor or other entity. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

#### **ARTICLE XVII ACCESS TO SITE/CLEANING UP**

- A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.
- B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by City or another person or entity with respect to the Work.
- C. Contractor shall at all times during performance of the Work keep the Project site clean and free from debris resulting from the Work. Before discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within 24 hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

#### **ARTICLE XVIII CONTRACTOR QUALIFICATIONS**

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

**ARTICLE XIX**  
**CONTRACTOR PERFORMANCE/WARRANTY**

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

**ARTICLE XX**  
**STORAGE OF MATERIALS AND EQUIPMENT**

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

**ARTICLE XXI**  
**SAFETY**

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on- site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss.

- C. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both, at Contractor's sole cost. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount.

## **ARTICLE XXII INDEPENDENT CONTRACTOR**

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

## **ARTICLE XXIII CONFLICT**

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

## **ARTICLE XXIV BONDS**

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

## **ARTICLE XXV SEVERABILITY**

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

## **ARTICLE XXVII DISPUTES/ATTORNEY FEES**

- A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation. Unless City and Contractor agree otherwise, the mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Rules.

- B. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXVIII  
TITLES**

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

**ARTICLE XXIX  
ENTIRE AGREEMENT**

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

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

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

Attested:

\_\_\_\_\_  
City Clerk

CITY OF EXCELSIOR SPRINGS

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

MAYOR

\_\_\_\_\_  
(Contractor Name)

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

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title



**EXHIBIT A**  
**SCOPE OF WORK**

Contractor shall perform the following Work:

The Project consists of mill and overlay, shoulder repair, sidewalks, curb and gutter and some driveway aprons with pipe replacement.

---

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



**EXHIBIT B**  
**SPECIFICATIONS AND DRAWINGS**

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

Project Manual: 2021 Streetscape Project, Excelsior Springs. MO.

Sheet Index

01	COVER SHEET
02	GENERAL NOTES, LEGEND AND QUANTITIES SHEET
03-09	JESSE JAMES ROAD PLAN SHEETS
10-16	JESSE JAMES ROAD PAVEMENT MARKING SHEETS
17-20	DUNBAR STREET PLAN SHEETS
21-23	DUNBAR STREET SIDEWALK DETAILS
24-27	DETAIL SHEETS



EXHIBIT C – PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS, MISSOURI, AND CONTRACTOR, dated, 2021, designated Ordinance No. \_\_, in every particular, \_\_, as Principal, and \_\_\_\_\_, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto the CITY OF EXCELSIOR SPRINGS, in the penal sum of \$ \_\_\_\_\_ lawful money of the United States, conditioned that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its obligations and duties pursuant to the terms of the Contract Documents, including, without limitation, all warranty obligations and duties and including those under which Principal agrees to pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work in the locality as determined by the Department of Labor and Industrial Relations of Missouri or by final judicial determination pursuant to the provisions of Sections 290.210 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, then this obligation to be void, otherwise to remain in full force and effect. No change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect Surety's obligation on this Bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

\_\_\_\_\_  
PRINCIPAL

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

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

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

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

\_\_\_\_\_  
SURETY

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

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

**SURETY POWER OF ATTORNEY MUST BE ATTACHED**



EXHIBIT D – PAYMENT BOND

\_\_\_\_\_ and the CITY OF EXCELSIOR SPRINGS,  
MISSOURI, have entered into an Agreement dated \_\_\_\_\_, 2021, designated  
Ordinance No. \_\_\_\_\_.

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

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

\_\_\_\_\_  
PRINCIPAL

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

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

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

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

\_\_\_\_\_  
SURETY

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

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

**SURETY POWER OF ATTORNEY MUST BE ATTACHED.**

## EXHIBIT E BID FORM

PROJECT IDENTIFICATION: **EXCELSIOR SPRINGS, 2021 STREETScape PROJECT**

CONTRACT NUMBER AND IDENTIFICATION: \_\_\_\_\_

THIS BID IS SUBMITTED TO: City of Excelsior Springs, Missouri ("City")  
Public Works Building  
103 East Water Street  
Excelsior Springs, MO 64024

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents for the prices indicated in this Bid, within the times indicated in and in accordance with the other terms and conditions of the Contract Documents.

**2.01** Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.

**3.01** In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, including the following Addenda, in their entirety and called to Owner's attention in writing all errors, ambiguities, inconsistencies, and conflicts observed by Bidder.

NUMBER		DATE

- B. Bidder has visited the Project site and become familiar with and satisfied Bidder as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and cost, and (4) availability and costs of materials, tools, and equipment.
- C. Bidder has become familiar with and satisfied Bidder as to all federal, state, and local laws, ordinances, rules, regulations, orders, and the like that may affect costs, progress, and performance of the Work.

- D. City has provided written resolutions, acceptable to Bidder, of all errors, ambiguities, inconsistencies, and conflicts in the Bidding Documents, including any Addenda that Bidder has called to City's attention.
- E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- F. This Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Contract Documents.
- G. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any oral representations from City, or City's employees or agents, including architects, engineers, or consultants, in preparing this Bid.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.

**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

2021 Streetscape					
City of Excelsior Springs, MO					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LS	1		
2	Erosion Control	LS	1		
3	Traffic Control	LS	1		
4	Driveway (Commercial) (8" Concrete) (KCMMB4K)	SY	714		
5	Driveway (Residential) (6" Concrete) (KCMMB4K)	SY	22		
6	Driveway (Commercial) (6" Asphalt)	SY	102		
7	Curb and Gutter (Combined) (Type B) (Remove and Replace) (KCMMB4K)	LF	1018		
8	Sidewalk Curb (KCMMB4K)	LF	187		
9	Sidewalk (4") (Remove and Replace) (KCMMB4K)	SF	6046		
10	Sidewalk Ramp with Detectable Warnings (6") (KCMMB4K)	SF	995		
11	Detectable Warning Surface	SF	188		
12	Water Valve Box Adjustment	EA	1		
13	Pipe (15" RCP) (Gasket)	LF	353		
14	Street Patch (Asphalt) (3" Repair)	SY	4334		
15	Repair 4' Shoulder (6" Asphalt)	SY	6603		
16	Repair 4' Shoulder (2" Asphalt)	SY	424		
17	Asphalt Mill (Full Width) (2" Max)	SY	47120		
18	Asphaltic Concrete Surface (2")	Ton	5302		
19	Permanent Pavement Marking (4") (Double Yellow) (Thermoplastic)	LF	2696		
20	Permanent Pavement Marking (12") (Yellow) (Thermoplastic)	LF	122		
21	Permanent Pavement Marking (4") (Yellow) (Dashed) (Thermoplastic)	LF	2014		
22	Permanent Pavement Marking (4") (White) (Thermoplastic)	LF	18108		
23	Permanent Pavement Marking Turn Arrow Symbol (Thermoplastic)	EA	6		
24	Permanent Pavement Marking Bike Lane Symbol & Arrow (Thermoplastic)	EA	15		
25	Permanent Pavement Marking Sharrows Symbol (Thermoplastic)	EA	8		
26	Sign Assembly	EA	7		
27	Chain Link Fence (48")	LF	17		
28	Grading	LS	1		

29	Seeding, Fertilizing and Mulching	LS	1		
30	Force Account	Set	1	\$40,000.00	\$40,000.00
<b>Total Bid</b>					

- A. Total Bid Price for Work. Bidder will complete the Work for the following price (in words):

\_\_\_\_\_

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

#### **PROJECT SCHEDULE AND INTENT**

The City may add or remove streets to the project. Additional costs beyond additions to Unit Price Bid items will not be allowed for additional street locations unless approved by the Engineer.

The undersigned Bidder hereby agrees to accept an award of contract based on the Contract Price as accepted by the City as indicated in a Notice of Award.

**6.01** Bidder agrees that the Work will be substantially completed and finally completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of days indicated in the Contract Documents.

**6.02** Bidder accepts the provisions of the Contract Documents as to liquidated damages.

**7.01** The following documents are attached to and incorporated by reference into this Bid:

- A. Required Bid security in the form of \_\_\_\_\_;
- B. A tabulation of subcontractors and suppliers proposed for the Work; and
- C. Required Bidder qualifications statement with supporting data.

**8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders and the Agreement.

SUBMITTED on \_\_\_\_\_, 2021.

State Contractor License No. \_\_\_\_\_. (If applicable)

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual(s) signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

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

By: (Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation or Limited Liability Company

Corporation or Limited Liability Company Name: \_\_\_\_\_

State of Incorporation or Formation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

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

*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Attest \_\_\_\_\_

*(Signature of Corporate Secretary)*

Name (typed or printed): \_\_\_\_\_

(CORPORATE SEAL)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**EXHIBIT F**  
**PREVAILING WAGE RATES**

Contractor shall perform the Work using the following Missouri prevailing wage requirements:

Clay County Annual Wage Order No. 27.

March 31, 2021

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

Re: 2021 Streetscape Project

Dear Mr. Birdsong:

Bids were received for the above referenced project on Wednesday, March 31, 2021.

A total of four bids were received. The low bid was submitted by Superior Bowen Asphalt Company, LLC for \$1,284,867.15. The engineers estimate for the bid was \$1,350,501.00.

We have previously worked with Superior Bowen and found them to be a qualified contractor. I have attached an email of their proposed major subcontractors, a completed bid tab, and E-Verify form.

Lamp Rynearson recommends accepting the bid received from Superior Bowen Asphalt Company, LLC for the 2021 Streetscape project in the amount of \$1,284,867.15.

If you have any questions, or need additional information, please contact me at 816-823-7228.

Sincerely,

LAMP RYNEARSON



Greg Van Patten, P.E.  
Senior Project Engineer

CC: Project File  
Dan Miller, P.E. Civil Design Group Leader



**SUPERIOR BOWEN**

**March 31, 2021**

**City of Excelsior Springs  
2021 Streetscape Project**

**List of Subcontractors**

**Traffic Control & Pavement Marking**

**Twin Traffic Marking Corp**

**Fence**

**Roy & Son Fencing**



**SUPERIOR BOWEN**

**March 31, 2021**

**City of Excelsior Springs  
2021 Streetscape Project**

**List of References**

<b>City of Libery</b>	<b>Tim Nebergall</b>	<b>816-436-5442</b>
<b>City of Overland Park</b>	<b>Wayne Gudenkauf</b>	<b>913-895-6000</b>
<b>City of Blue Springs</b>	<b>Jeff Sell</b>	<b>816-228-0205</b>

COMPLETED BID TAB				EXCELSIOR SPRINGS, MO			
2021 STREETSCAPE				March 31, 2021			
Item No.	Item Description	ENGINEERS ESTIMATE			SUPERIOR BOWEN ASPHALT COMPANY, L.L.C.		
		Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 27,800.00	\$ 27,800.00
2	Erosion Control	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00
3	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 6,500.00	\$ 6,500.00
4	Driveway (Commercial) (8" Concrete) (KCMMB4K)	SV	714	\$ 110.00	\$ 78,540.00	\$ 113.45	\$ 81,003.30
5	Driveway (Residential) (8" Concrete) (KCMMB4K)	SV	22	\$ 75.00	\$ 1,650.00	\$ 156.20	\$ 3,436.40
6	Driveway (Commercial) (6" Asphalt)	SV	102	\$ 24.00	\$ 2,448.00	\$ 74.90	\$ 7,639.80
7	Curb and Gutter (Combined) (Type B) (Remove and Replace) (KCMMB4K)	LF	1018	\$ 45.00	\$ 45,810.00	\$ 51.55	\$ 52,477.90
8	Sidewalk (4") (Remove and Replace) (KCMMB4K)	LF	187	\$ 35.00	\$ 6,545.00	\$ 84.45	\$ 15,792.15
9	Sidewalk (4") (Remove and Replace) (KCMMB4K)	SF	6046	\$ 10.00	\$ 60,460.00	\$ 11.25	\$ 68,017.50
10	Sidewalk Ramp with Detectable Warnings (6") (KCMMB4K)	SF	995	\$ 15.00	\$ 14,925.00	\$ 38.75	\$ 38,556.25
11	Drainable Warning Surface	SF	188	\$ 48.00	\$ 9,024.00	\$ 70.00	\$ 13,160.00
12	Water Valve Box Adjustment	EA	1	\$ 800.00	\$ 800.00	\$ 1,150.00	\$ 1,150.00
13	Pipe (15" RCP)	LF	353	\$ 130.00	\$ 45,890.00	\$ 81.05	\$ 28,610.65
14	Street Patch (Asphalt) (3" Repair)	SV	4334	\$ 60.00	\$ 260,040.00	\$ 39.10	\$ 169,459.40
15	Repair 4" Shoulder (6" Asphalt)	SV	6603	\$ 26.00	\$ 171,678.00	\$ 31.50	\$ 207,994.50
16	Repair 4" Shoulder (2" Asphalt)	SV	424	\$ 15.00	\$ 6,360.00	\$ 51.35	\$ 21,772.40
17	Asphalt Mill (Full Width) (2" Max)	SV	47110	\$ 3.00	\$ 141,360.00	\$ 1.80	\$ 84,816.00
18	Asphaltic Concrete Surface (2")	Ton	5302	\$ 70.00	\$ 371,140.00	\$ 66.85	\$ 354,438.70
19	Permanent Pavement Marking (4") (Double Yellow) (Thermoplastic)	LF	2696	\$ 1.00	\$ 2,696.00	\$ 1.40	\$ 3,774.40
20	Permanent Pavement Marking (12") (Yellow) (Thermoplastic)	LF	122	\$ 2.00	\$ 244.00	\$ 9.20	\$ 1,122.40
21	Permanent Pavement Marking (4") (Yellow) (Dashed) (Thermoplastic)	LF	2014	\$ 1.00	\$ 2,014.00	\$ 0.70	\$ 1,409.80
22	Permanent Pavement Marking (4") (White) (Thermoplastic)	LF	18108	\$ 1.00	\$ 18,108.00	\$ 0.70	\$ 12,675.60
23	Permanent Pavement Marking Turn Arrow Symbol (Thermoplastic)	EA	6	\$ 250.00	\$ 1,500.00	\$ 285.00	\$ 1,710.00
24	Permanent Pavement Marking Bike Lane Symbol & Arrow (Thermoplastic)	EA	15	\$ 500.00	\$ 7,500.00	\$ 515.00	\$ 7,725.00
25	Permanent Pavement Marking Sharrows Symbol (Thermoplastic)	EA	8	\$ 500.00	\$ 4,000.00	\$ 340.00	\$ 2,720.00
26	Sign Assembly	EA	7	\$ 400.00	\$ 2,800.00	\$ 400.00	\$ 2,800.00
27	Chain Link Fence (48")	LF	17	\$ 57.00	\$ 969.00	\$ 115.00	\$ 1,955.00
28	Grading	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 19,100.00	\$ 19,100.00
29	Seeding, Fertilizing and Mulching	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 5,750.00	\$ 5,750.00
30	Force Account	Set	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
TOTAL					\$1,350,501.00		\$1,284,867.15
							\$1,347,798.60
							\$1,653,186.90
							\$1,331,752.18

				AMINO BROTHERS CO. INC.			METRO ASPHALT, INC.			MEGA INDUSTRIES CORPORATION			AVERAGE MINUS ENGINEERS ESTIMATE		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
				\$ 36,189.00	\$ 36,189.00	\$ 65,000.00	\$ 65,000.00	\$ 127,015.20	\$ 127,015.20	\$ 65,000.00	\$ 65,000.00	\$ 127,015.20	\$ 127,015.20	\$ 64,003.05	\$ 64,003.05
				\$ 9,989.00	\$ 9,989.00	\$ 10,000.00	\$ 10,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 5,522.25	\$ 5,522.25
				\$ 42,759.00	\$ 42,759.00	\$ 20,000.00	\$ 20,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 26,814.50	\$ 26,814.50
				\$ 111.00	\$ 79,254.00	\$ 140.00	\$ 99,960.00	\$ 100.00	\$ 71,400.00	\$ 100.00	\$ 71,400.00	\$ 100.00	\$ 71,400.00	\$ 116.11	\$ 82,904.33
				\$ 109.00	\$ 2,398.00	\$ 125.00	\$ 2,750.00	\$ 110.00	\$ 2,420.00	\$ 110.00	\$ 2,420.00	\$ 110.00	\$ 2,420.00	\$ 125.05	\$ 2,751.10
				\$ 67.05	\$ 6,839.10	\$ 100.00	\$ 10,200.00	\$ 55.00	\$ 5,610.00	\$ 55.00	\$ 5,610.00	\$ 55.00	\$ 5,610.00	\$ 74.24	\$ 7,572.23
				\$ 80.70	\$ 8,213.60	\$ 65.00	\$ 66,170.00	\$ 58.00	\$ 59,044.00	\$ 58.00	\$ 59,044.00	\$ 58.00	\$ 59,044.00	\$ 63.81	\$ 64,961.13
				\$ 11.95	\$ 15,792.15	\$ 40.00	\$ 7,480.00	\$ 11.00	\$ 2,057.00	\$ 11.00	\$ 2,057.00	\$ 11.00	\$ 2,057.00	\$ 36.75	\$ 6,872.25
				\$ 7.35	\$ 44,438.10	\$ 12.00	\$ 74,552.00	\$ 9.00	\$ 54,414.00	\$ 9.00	\$ 54,414.00	\$ 9.00	\$ 54,414.00	\$ 9.90	\$ 59,855.40
				\$ 36.15	\$ 35,969.25	\$ 45.00	\$ 44,775.00	\$ 17.00	\$ 16,915.00	\$ 17.00	\$ 16,915.00	\$ 17.00	\$ 16,915.00	\$ 34.23	\$ 34,053.88
				\$ 68.65	\$ 13,906.20	\$ 75.00	\$ 14,100.00	\$ 61.00	\$ 11,468.00	\$ 61.00	\$ 11,468.00	\$ 61.00	\$ 11,468.00	\$ 68.66	\$ 12,908.55
				\$ 217.00	\$ 76,601.00	\$ 215.00	\$ 75,895.00	\$ 77.00	\$ 27,181.00	\$ 77.00	\$ 27,181.00	\$ 77.00	\$ 27,181.00	\$ 147.51	\$ 52,071.91
				\$ 33.30	\$ 144,322.20	\$ 25.00	\$ 108,350.00	\$ 34.00	\$ 147,356.00	\$ 34.00	\$ 147,356.00	\$ 34.00	\$ 147,356.00	\$ 32.85	\$ 142,371.90
				\$ 34.85	\$ 230,114.55	\$ 39.00	\$ 257,517.00	\$ 58.00	\$ 382,974.00	\$ 58.00	\$ 382,974.00	\$ 58.00	\$ 382,974.00	\$ 40.84	\$ 269,650.01
				\$ 10.10	\$ 4,282.40	\$ 28.00	\$ 11,872.00	\$ 20.00	\$ 8,480.00	\$ 20.00	\$ 8,480.00	\$ 20.00	\$ 8,480.00	\$ 27.36	\$ 11,601.70
				\$ 2.55	\$ 120,156.00	\$ 2.20	\$ 103,664.00	\$ 2.50	\$ 117,800.00	\$ 2.50	\$ 117,800.00	\$ 2.50	\$ 117,800.00	\$ 2.26	\$ 106,609.00
				\$ 62.25	\$ 330,049.50	\$ 65.00	\$ 344,630.00	\$ 90.00	\$ 477,180.00	\$ 90.00	\$ 477,180.00	\$ 90.00	\$ 477,180.00	\$ 71.03	\$ 376,574.55
				\$ 1.30	\$ 3,504.80	\$ 1.35	\$ 3,639.60	\$ 1.50	\$ 4,044.00	\$ 1.50	\$ 4,044.00	\$ 1.50	\$ 4,044.00	\$ 1.39	\$ 3,740.70
				\$ 8.60	\$ 1,049.20	\$ 9.00	\$ 1,098.00	\$ 3.50	\$ 427.00	\$ 3.50	\$ 427.00	\$ 3.50	\$ 427.00	\$ 7.58	\$ 924.15
				\$ 0.65	\$ 1,309.10	\$ 0.65	\$ 1,309.10	\$ 0.90	\$ 1,812.60	\$ 0.90	\$ 1,812.60	\$ 0.90	\$ 1,812.60	\$ 0.73	\$ 1,480.15
				\$ 0.65	\$ 11,770.20	\$ 0.65	\$ 11,770.20	\$ 0.90	\$ 18,297.20	\$ 0.90	\$ 18,297.20	\$ 0.90	\$ 18,297.20	\$ 0.73	\$ 13,128.30
				\$ 269.00	\$ 1,614.00	\$ 280.00	\$ 1,680.00	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 271.00	\$ 1,626.00
				\$ 484.00	\$ 7,260.00	\$ 500.00	\$ 7,500.00	\$ 345.00	\$ 5,175.00	\$ 345.00	\$ 5,175.00	\$ 345.00	\$ 5,175.00	\$ 461.00	\$ 6,915.00
				\$ 317.00	\$ 2,536.00	\$ 325.00	\$ 2,600.00	\$ 340.00	\$ 2,720.00	\$ 340.00	\$ 2,720.00	\$ 340.00	\$ 2,720.00	\$ 330.50	\$ 2,644.00
				\$ 699.00	\$ 4,893.00	\$ 400.00	\$ 2,800.00	\$ 400.00	\$ 2,100.00	\$ 400.00	\$ 2,100.00	\$ 400.00	\$ 2,100.00	\$ 449.75	\$ 3,148.25
				\$ 95.15	\$ 1,617.55	\$ 125.00	\$ 2,125.00	\$ 130.00	\$ 2,210.00	\$ 130.00	\$ 2,210.00	\$ 130.00	\$ 2,210.00	\$ 116.29	\$ 1,976.89
				\$ 3,572.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 23,418.00	\$ 23,418.00
				\$ 6,631.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,345.25	\$ 9,345.25
				\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
					\$1,347,798.60		\$1,653,186.90		\$1,331,752.18		\$1,653,186.90		\$1,331,752.18		\$1,653,186.90



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**Fire**  
**Council Meeting 4/5/2021**

To: Mayor and City Council  
From: Joe Maddick, Fire Chief  
Date 3/12/2021  
RE: Consideration of Brush Truck Purchase with PSST Funds - Resolution No. 1260

Re: PSST funding for a new brush truck

The fire department is requesting authorization to expend not more than \$32,068.00 from PSST for the purchase of a new Chevrolet 1 ton 4x4 pickup truck.

Our current brush truck is a GMC 2006 which needs a new transmission. The estimated cost of replacing the transmission is \$5200.00. That vehicle was scheduled for replacement next year. Instead of spending the \$5200.00 on a transmission, we would like to replace it at this time.

We have received authorization from PSST committee to expend not more than \$45,000.00 for the new truck and equipment.

We will be selling the 2006 GMC, a 2007 Ford F150 p/u, an old Conservation Department pickup truck that we have and our old Med 2. The monies for the sale of those vehicles will be placed back into PSST to help offset the purchase of the new pick up.

We have also come in \$108,981.97 under what was budgeted for the new radio system from PSST.

We would appreciate a favorable vote for this purchase.

Joe Maddick, Fire Chief

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Resolution Letter	3/30/2021
Quote	Backup Material	3/12/2021

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

A RESOLUTION APPROVING THE PURCHASE OF A BRUSH TRUCK IN THE AMOUNT  
OF \$32,068.00

**WHEREAS**, the Fire Department has a need for acquisition of a new brush truck; and

**WHEREAS**, the City in the adoption of its purchasing policy has approved purchasing equipment from competitive bids awarded by other governmental entities through cooperative purchasing; and

**WHEREAS**, the City finds it is in the best interest of the City to authorize and approve the purchase of a 2022 Ford F350, Regular Cab 4x4 through Joe Machens Ford via the Missouri state bid pricing (State Contract #CC210581002).

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

**Section 1.** The City Council hereby approves and authorizes the purchase of a 2022 Ford F350, Regular Cab 4x4 through Joe Machens Ford in accordance with its pricing proposal dated March 3, 2021 in an amount of \$32,068.00.

**Section 2.** The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Resolution.

**Section 3.** 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Sharon Powell, Mayor

ATTEST:

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

REVIEWED BY:

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

# **JOE MACHENS FORD LINCOLN**

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

March 3, 2021

**State Contract # CC210581002**

City of Excelsior Springs Fire Department

Subject: Joe Machens Proposal on a **2022 Ford F350 Regular Cab 4x4**

To: Whom it May Concern;

As per the requested proposal on a 2022 Ford F350 Regular Cab 4x4, Joe Machens Ford proposes the following. The Ford F350 includes the factory standard options. The Ford F350 includes the State Contract standard options and others as noted below.

**Item #294 Price – Included Equipment**

<b>\$28,718</b> – Item 294 / F3B / 142 – 2022 Ford F350 Regular Cab 4x4 (F3B)	
6.2L V8 fuel-injected gasoline engine (996)	Std. LT Tires, plus full spare and wheel (512)
Mfr. std rear end axle ratio	Std. GVWR
Automatic Transmission	Speed Control and Tilt wheel (525)
Air conditioning	Manual Windows, Locks & Mirrors
LH & RH manual mirrors	Vinyl Flooring
Frontal and Side Impact Air Bags	Cloth Bench type Seat 40/20/40 (1S)
Painted Grey Bumpers	2 sets of keys
AM/FM Radio	Rear Camera
Std. Receiver Hitch, 4/7 pin wiring	Bluetooth
Brakes, 4-wheel ABS	8' Pickup Bed (142" Wheelbase - 56" cab - axle)

**Added Optional equipment (Price – Dealer Code – Option) (Added to Total Below):**

**\$910** – Item 301 / 90L – Power Windows, Locks, Mirrors and Key Fobs  
**\$390** – Item 295 / X3E – Limited Slip Axle  
**\$440** – Line 313 / 18B – Running Boards (Factory)  
**\$460** – Line 305B / TCD – LT265/70R17E OWL AT Tires in lieu of AS (N/A w/ STX Pkg)  
**\$650** – Line 311A / LNX – Tow Pkg / Spray Liner  
**\$250** – Line 384 / LNX – Undercoating  
**\$250** – Line 384 / 473 – Snow Plow Prep Pkg  
**\$0** – PQ – Exterior Color: Race Red...or...E4 – Vermilion Red \$660  
**\$0** – Line 384 / AS – Interior: Grey Vinyl 40 / 20 / 40 Bench Seat, rear bench in lieu of Cloth  
**\$0** – Line 385 / DEL – Customer pick up...or...\$150 – Delivery / Fees

**Total**

**\$32,068 per (2022 Ford F350 Regular Cab 4x4, 56" cab to axle)**

**Other Options to consider (Add to Total above if desired):**

**\$2,040** – Line 309 / 99N – 7.3L V8 Gas Engine in lieu of 6.2L V8 Gas (N/A w/ Bed Delete)  
**\$9,740** – Line 308 / 99T – 6.7L Diesel Engine in lieu of 6.2L V8 Gas  
**\$270** – Line 304 / 52B – Trailer Brake Controller  
**\$1,550** – Line 311B / 53W / 15J / LNX – Factory Gooseneck Hitch / Wiring, Ball & Spray Liner  
**\$2,190** – Line 312 / F3D – Dual Rear Wheels in lieu of Single  
**\$90** – Line 384 / 592 – Roof Clearance Lights  
**\$375** – Line 384 / 85G – Tailgate Step  
**\$0** – 1S – Interior: Grey Cloth 40 / 20 / 40 Bench Seat  
**\$610** – Line 300 / 4S – Interior: Grey Cloth Captains Charis (no center console / seat)

...continued on following pages...



# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • [www.machens.com](http://www.machens.com)

- \$450** – Line 297 / 913 – SYNC 3 (Bluetooth w/ 8" screen) (Req's Power Equip Grp)
- \$640** – Line 298 / 60B – BLIS (Blind Spot Monitors in Mirrors) (Req's Power Equip Grp)
- \$100** – Line 384 / 41H – Engine Block Heater
- \$350** – Line 296 / PTS – 3<sup>rd</sup> Set of Keys
- \$130** – Line 384 / 61S / 62S – Mud flaps Front and Rear
- \$160** – Line 384 / 66S – Upfitter Switches
- \$450** – Line 303 / 595 / 17F – Fog Lights & Chrome Bumpers (N/A w/ STX Pkg)
- \$190** – Line 384 / 924 / 43B – Rear Privacy Glass & Defroster (Req's Power Equip Grp)
- \$1,820** – Line 384 / 17S – STX Appearance Pkg, to incl...(N/A w/ Fog Lamps)
  - Bright Chrome Grille • Bright Hub Covers
  - Chrome Front and Rear Step Bumpers • STX Fender Vent Badge
  - 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)
  - Tires: LT275/65Rx18E BSW A/S (TCH)
- \$180** – Line 305A / TBM – LT245/75Rx17E BSW AT Tires in lieu of AS (N/A w/ STX Pkg)
- \$290** – Line 384 / TDU – LT275/70Rx18E OWL A/T in lieu of A/S BSW (Avail with STX only)
- (-\$200)** – Line 384 / 66D – Pickup Bed Delete (Factory) (56" cab to axle)  
(Deletes Hitch if Trailer Brake Controller added) (Requires Rear Camera Prep Pkg)  
(N/A w/ 7.3L V8 Engine)

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, [ksells@machens.com](mailto:ksells@machens.com)





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## **Police**

### **Council Meeting 4/5/2021**

To: Mayor and City Council  
From: Clinton D. Reno, Liquor Control Officer  
Date: 3/28/2021  
RE: Consideration of Liquor License Application

Spring Water Axe Company, LLC has requested an Original Package Beer License for their Woodchux Axe-Throwing business located at 455 S. Thompson Avenue. This license is a seven day license.

The managing officer of the license will be Jonathan T. Barton, who operates a similar establishment in Liberty, Missouri. The State of Missouri has already issued the state liquor license for the Excelsior Springs location.

Clinton D. Reno, Liquor Control Officer



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## **Police**

### **Council Meeting 4/5/2021**

To: Mayor and City Council  
From: Clinton D. Reno, Chief of Police  
Date: 3/5/2021  
RE: Consideration of Addition of False Alarm Code 200.020 - Ordinance No. 21-04-01

One of the police department's frequent activities is to respond to all types of alarm calls. These include but are not limited to, silent business alarms, audible alarms, burglary alarms, hold-up alarms, and vehicle alarms. Business alarms are the most frequent type of alarms, and nearly all of those alarms are false, caused by a multitude of reasons.

Over time, we see just a handful of businesses that have known frequent alarms triggered either without explanation, a defective alarm and/or proprietor error. These continual false alarms are not only taxing on police resources, but also result in frustration and indifference for responding officers. Many times, the business proprietor will not respond after operating hours to check the business, since they too know the frequency of the false alarms.

Until now, we have not had any ordinance or mechanism in place to incentivize businesses to ensure their alarms work properly, or to work to eliminate false alarms. Most other communities in our area have an alarm ordinance.

The city attorney has reviewed and drafted a proposed alarm ordinance which is modeled after a similar ordinance enacted in Harrisonville, Missouri which we believe would adequately address our false alarms. Harrisonville is both similar in size to Excelsior Springs and equidistant from the Kansas City metro area.

In summary, the proposed alarm ordinance would allow for up to three (3) false alarm responses to a triggered alarm per year. Excess alarms could result in expense reimbursement fines. Failure to pay such fines can result in alarm responses by the police department to be suspended until payment. The ordinance also provides a mechanism for an appeal process, as well as an option for a business that has excessive alarms to have the alarm system serviced and request a reset of their alarm count back to zero.

Please consider passage of the attached alarm ordinance as presented.

Respectfully,

Clinton D. Reno, Chief of Police

ATTACHMENTS:

Description  
Ordinance

Type  
Ordinance

Upload Date  
3/4/2021

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

AN ORDINANCE ADDING SECTION 200.020 TO THE CITY CODE OF THE CITY OF  
EXCELSIOR SPRINGS, MISSOURI RELATED TO FALSE ALARMS

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

**Section 1.** That Section 200.020 of the Code of Ordinances of the City of Excelsior Springs, Missouri, is hereby added to read as follows:

**Section 200.020 False Alarms.**

- A. *Definitions.* The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

**ALARM AGENT**

Any person who is employed by an alarm business, either directly or indirectly, whose duties include any of the following: Selling, maintaining, leasing, servicing, repairing, altering, replacing, moving or installing on or in any building, structure, or facility any alarm system.

**ALARM BUSINESS**

Includes any business engaged in any of the activities of selling, installing, servicing, altering, leasing, repairing, maintaining, replacing, moving, monitoring, or responding to an alarm system and causing any of these activities to take place.

**ALARM SUBSCRIBER**

Any person that leases, contracts for, buys or otherwise obtains and operates an alarm system for the purpose of obtaining a response to the alarm from the Police, and on whose premises an alarm system is maintained, excluding audible alarms on motor vehicles.

**ALARM SYSTEM**

Any device which is designed or used for the detection of burglary or attempted burglary or for alerting others of the commission of a robbery or attempted robbery within a building, structure or facility, or both, and which emits a sound or transmits a signal or message when activated for the purpose of deterring the intruder or notifying another person of the happening or both.

**AUTOMATIC DIALING DEVICE**

Refers to an alarm system which automatically sends over the telephone switching network, a prerecorded voice message or coded signal indicating existence of an unlawful act to which a Police response is requested.

**CALENDAR WEEKEND**

Shall begin on Friday at 5:00 P.M. and end on Monday at 8:00 A.M.

**CALENDAR YEAR**

Each twelve (12) month period beginning on January first (1st) and ending on December thirty-first (31st).

**FALSE ALARM**

The activation of a burglary or robbery alarm, whereby the Police are summoned to a location, and neither of these crimes is occurring, nor is there any evidence of these crimes having occurred or having been attempted. An alarm will not be considered a false alarm if it is determined by the Police Department that the alarm was caused by:

1. A natural or man-made catastrophe, or an act of God. Such events include tornadoes, floods, earthquakes or other similarly violent conditions.
2. Vandalism causing physical damage to the premises.
3. Telephone line outage.
4. Electrical service interruptions and/or power outages.
5. Attempted entry of a location causing visible, physical or other evidence of damage to the location.
6. Severe weather with severe lightning, etc.
7. Multiple false alarms on any one (1) system, occurring within a twenty-four (24) hour period of time, shall be considered as one (1) false alarm.
8. Multiple false alarms on any one (1) system occurring within a calendar weekend shall be considered as one (1) false alarm.
9. The test of a local alarm system by a licensed alarm business agent or employee who is present at the premises servicing, repairing or installing the alarm when such testing does not result in the alarm being activated for an uninterrupted period exceeding sixty (60) seconds and when the Police Department has been notified of the test.

**TELEPHONE COMPANY**

The utility that furnishes telephone service to the City area.

B. *Alarm Reporting.* All reported alarm soundings, either directly or by relay from an alarm business, shall be done in a manner prescribed by the Chief of Police.

C. *False Alarms — Warning, Reimbursement To City, Suspension Of Service, Appeal.* The following limits are established for each alarm system:

1. *Warning notice.* Upon receipt of the third (3rd) false alarm within a calendar year, a warning notice shall be issued by the Police Department to the alarm subscriber.
2. *Subsequent false alarms.* Upon receipt of subsequent false alarms within a calendar year following the warning, a partial expense reimbursement fine to the City in accordance with the schedule presented in Subsection **(I)(1)** of this Section shall be paid by the alarm subscriber for each such false alarm. Failure to pay the partial expense reimbursement fine within twenty-one (21) days of demand by the Police Department will result in all alarm service otherwise rendered by the Police Department to be suspended until payment is made.
3. *Multiple false alarms in twenty-four (24) hours.* Any multiple false alarms set off in a twenty-four (24) hour period of time shall be considered as one (1) false alarm per the definition of false alarm.
4. *Grace period.* For the purposes of this Section, the schedule of partial reimbursement fines of false alarms shall become effective thirty (30) days after installation of a new alarm system or the date of the first (1st) false alarm reported by the system, whichever occurs first. During this thirty (30) day grace period, false alarms will not be chargeable under this Section. This is for newly installed alarm systems only.
5. *Appeal from fine.* An alarm subscriber who desires to appeal a partial expense reimbursement fine imposed by this Section shall submit a written request for a hearing to the Chief of Police within ten (10) days of receipt of the notice that such a fine is due. The Chief of Police or designee following not less than ten (10) days' notice to the alarm subscriber of the date of the appeal hearing shall then meet and consider the appeal. Appeals of the Chief of Police's decision shall be heard by the City Manager upon not less than five (5) days' notice to the alarm subscriber of the date and time of the City Manager's appeal hearing.

D. *False Alarms — Reinstatement After Warning.*

1. The warning provided in Subsection **(C)(2)** prior to the hearing described in Subsection **(C)(5)** shall be withdrawn after the Police Department is shown proof

of inspection and service by a licensed service company, and is satisfied that the fault has been corrected. The Police Department may designate the licensed company for inspection and service.

2. On the effective date of reinstatement of the alarm service, the false alarm count shall revert to zero.

E. *Limitations And Restrictions.*

1. *Automatic dialing devices.* No person shall use, operate, or install any device that will, upon activation, automatically initiate a telephone call and deliver a recorded alarm message to any telephone of a customer of the public telephone company, without the prior written consent of such customer.

F. *Automatic Dialing Devices.* It shall be unlawful for any person to install or have installed within a residence, business, or any building within the City limits an automatic dialing device or tape dialer that when activated sends a prerecorded voice message over a telephone cable or wire to the Police Department by use of the City's 911 emergency telephone service or by use of any other telephone number assigned to the Police Department.

G. *Local Alarm Systems — Length Of Alarm.* Each alarm system with any exterior sound-producing device including, but not limited to, gongs, buzzers, sirens, bells, or horns shall be equipped with a time device which limits the operation of such exterior sound-producing device to fifteen (15) minutes or less for residential alarms and thirty (30) minutes for property not zoned residential. However, older model alarm systems that do not have the capability to automatically discontinue the audible alarm sound within the appropriate time frame shall not be subject to the requirement of this Section.

H. *Violations.*

1. It shall be unlawful for any person, corporation, or partnership to violate any provisions of this Chapter except that it shall not be deemed unlawful to accumulate more than three (3) false alarms in any calendar year. Such accumulation shall be dealt with as set out in Subsection **(I)(1)**.
2. The accumulation of more than three (3) false alarms shall not be a criminal violation and shall not be punishable in Municipal Court but failure to pay the partial expense reimbursement shall be such a violation.
3. It shall not be a defense that the warning referenced in Subsection **(C)(2)** is not given or is not received.

4. If the alarm subscriber is other than an individual, the corporation or partnership may be charged with the ordinance violation and be summoned into court by delivering said summons to an officer, partner, or managing or general agent, or by leaving it at any business office of the corporation or partnership with the person having charge thereof.

I. *Penalties.*

1. Any alarm subscriber with an alarm system which has recorded more than three (3) false alarms within a calendar year shall be subjected to the following partial expense reimbursement fines:
  - A. 4 through 6 false alarms \$35.00 each
  - B. 7 through 9 false alarms \$50.00 each
  - C. 10 and each subsequent false alarm \$100.00 each
2. Any person convicted of violating any provision of this Section shall, unless the specific penalties of Subsection **(I)(1)** of this Section apply, be punished by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment for a period not to exceed thirty (30) days, or both such fine and imprisonment.

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

**INTRODUCED IN WRITING**, read by title two times, passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Sharon Powell, Mayor

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

REVIEWED BY:

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



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**City Council Meetings**  
**Council Meeting 4/5/2021**

To: Mayor and City Council  
From: Laura Mize, Neighborhood Services  
Date: 4/1/2021  
RE: Consideration of an Amendment to the 353 Redevelopment Project Development Plan  
- Ordinance No. 21-04-02

RE: Consideration of Amendment to Ordinance 17-11-03 Regarding the 353 Tax Abatement Development Plan

In reviewing the ordinances and standard operating procedures for the 353 Tax Abatement Program, our legal counsel advised that an amendment be made to clarify the language in Section 5 of Ordinance 17-11-03. This amendment will make the language of our ordinance more consistent with that of the state statute. This amendment also clarifies the process required for submitting the tax abatement application.

Currently, Section 5 includes language about the allowed maximum amount of time, which is not actually consistent with what the state statute indicates. This amendment indicates that the approval of a redevelopment project will be an amendment to the Development Plan. The last two sentences in Section 5 remain the same.

Attached for your consideration is an amendment to Ordinance 17-11-03 of the Municipal Code to address improve and clarify the language of this ordinance as advised by legal counsel.

Sincerely,

Laura Mize, Neighborhood Services

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	3/31/2021

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

AN ORDINANCE AMENDING ORDINANCE NO. 17-11-03 RELATED TO THE  
DEVELOPMENT PLAN SUBMITTED BY THE EXCELSIOR SPRINGS  
REDEVELOPMENT CORPORATION

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

**Section 1.** That Section 5 of Ordinance No. 17-11-03 is hereby amended to read as follows:

“That the acquisition of the property under the Development Plan may occur in phases. A Redevelopment Project shall require City Council approval of the Redevelopment Project as an amendment to the Development Plan. A Tax Impact Analysis and notification as required in accordance with Section 353.110.2, RSMo shall be completed prior to City Council consideration of the Development Plan Amendment and Redevelopment Project. City Council has sole discretion on approval.”

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

**INTRODUCED IN WRITING**, read by title two times, passed and approved this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sharon Powell, Mayor

ATTEST:

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

REVIEWED BY:

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



---

**City Council Meetings**  
**Council Meeting 4/5/2021**

To: Mayor and City Council  
From: Vonda Floyd, Finance Director  
Date 3/31/2021  
RE: Appropriations - Ordinance No. 21-04-03

The Expenditure Approval Lists prepared March 17, March 24 and March 31, 2021 are attached for your review and consideration. Please give me a call if you have questions prior to the April 5, 2021 meeting.

Appropriations	(03-17-21)	\$ 316,414.54
Appropriations	(03-24-21)	\$ 183,897.10
Appropriations	(03-31-21)	\$ 286,313.18
Payroll	(03-31-21)	\$ 324,335.06
<hr/>		
Total		\$1,110,959.88

I respectfully request appropriations be approved in the amount of \$1,110,959.88.

Respectfully submitted,

Vonda Floyd, Finance Director

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	3/25/2021
3-17-21 Appropriations	Backup Material	3/25/2021
3-24-21 Appropriations	Backup Material	3/25/2021
3-31-21 Appropriations	Backup Material	4/1/2021
Coding List	Backup Material	3/25/2021

**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 \_\_\_\_\_ 2021.**

\_\_\_\_\_  
Sharon Powell, Mayor

ATTEST:

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

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

\_\_\_\_\_  
Director of Finance of the City of  
Excelsior Springs, Missouri

PREPARED 03/17/2021,14:22:50  
 PROGRAM: GM339L  
 CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST  
 AS OF: 03/26/2021 PAYMENT DATE: 03/18/2021

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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
0000040	00	AG-POWER, INC.						
1759268	002079		00	03/05/2021	101-3101-431.43-11	FILTER	15.20	
						VENDOR TOTAL *	15.20	
0000417	00	ALTERATIONS & CUSTOM SEWING						
	002148		00	03/17/2021	101-2201-422.42-01	UNIFORM ALTERATIONS	59.50	
						VENDOR TOTAL *	59.50	
0000791	00	AMEREN UE						
	002133		00	03/12/2021	210-1001-451.41-01	ELECTRIC SERVICE	101.99	
	002133		00	03/12/2021	520-1001-432.41-01	ELECTRIC SERVICE	46.07	
						VENDOR TOTAL *	148.06	
0003263	00	AMERICAN RESPONSE VEHICLES, INC.						
10101	PI0112	005093	00	03/17/2021	270-1001-422.74-02	AMBULANCE	249,367.00	
						VENDOR TOTAL *	249,367.00	
0002795	00	BOUND TREE MEDICAL, LLC						
83986706	002148		00	03/17/2021	101-2202-422.61-02	EMS SUPPLIES	167.28	
83988471	002148		00	03/17/2021	101-2202-422.61-02	EMS SUPPLIES	298.86	
83974603	002150		00	03/17/2021	101-2202-422.61-02	EMS SUPPLIES	84.87	
						VENDOR TOTAL *	551.01	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						
56911 FOW	002151		00	03/17/2021	101-2101-421.43-10	WIPER BLADES	20.98	
FOCS150873	002151		00	03/17/2021	101-2101-421.43-10	HEADLAMP	74.70	
FOQS150839	002151		00	03/17/2021	101-2101-421.43-10	OIL CHANGE/ROTATION/BRAKE	513.30	
FOCS150730	002151		00	03/17/2021	101-2101-421.43-10	WASHER PUMP	249.94	
FOQS150789	002151		00	03/17/2021	101-2101-421.43-10	OIL CHANGE/ROTATION	66.95	
						VENDOR TOTAL *	925.87	
0001359	00	CITY OF EXCELSIOR/WATER BILLS						
	002137		00	03/15/2021	101-1601-416.41-03	CITY WATER USAGE	218.37	
	002144		00	03/15/2021	101-1602-416.41-03	CITY WATER USAGE	56.00	
	002138		00	03/15/2021	101-2101-421.41-03	CITY WATER USAGE	222.15	
	002141		00	03/15/2021	101-2103-421.41-03	CITY WATER USAGE	112.58	
	002139		00	03/15/2021	101-6701-467.41-03	CITY WATER USAGE	367.74	
	002135		00	03/15/2021	210-1001-451.41-03	CITY WATER USAGE	223.33	
	002143		00	03/15/2021	281-1001-457.41-03	CITY WATER USAGE	1,305.62	
	002136		00	03/15/2021	510-1001-433.41-03	CITY WATER USAGE	440.59	
	002142		00	03/15/2021	510-1001-433.41-03	CITY WATER USAGE	19.20	
	002140		00	03/15/2021	610-1001-456.41-03	CITY WATER USAGE	17.62	
						VENDOR TOTAL *	2,983.20	
0001606	00	CLAYTON PAPER & DISTRIBUTION, INC.						
150208	002148		00	03/17/2021	101-2201-422.61-03	JANITORIAL SUPPLIES	319.96	
						VENDOR TOTAL *	319.96	
0001269	00	COMPLETELY IT DBA TEAMSIDELINE.COM						
TS-INV-8938	002131		00	03/12/2021	210-1001-451.34-04	BALANCE ON INVOICE	410.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001269	00	COMPLETELY IT DBA TEAMSIDELINE.COM					
					VENDOR TOTAL *	410.00	
0001814 0022489	00 002146	CONTINENTAL RESEARCH CORP.	00 03/15/2021	210-1001-451.61-06	GRAFFITI-GONE	471.16	
					VENDOR TOTAL *	471.16	
0001961 080977	00 002027	CORBIN STEEL PRODUCTS, LLC	00 03/04/2021	210-1001-451.43-25	VOID/USED CREDIT CARD	CHECK #: 131762	334.00-
					VENDOR TOTAL *	.00	334.00-
0002128 0382591-IN	00 002149	ED M. FELD EQUIPMENT COMPANY, INC.	00 03/17/2021	101-2201-422.43-10	TRUCK REPAIR	180.00	
					VENDOR TOTAL *	180.00	
0003127 KSC9199	00 002151	ENVIRO-MASTER OF KANSAS CITY	00 03/17/2021	101-2101-421.43-12	SANITIZATION	60.00	
					VENDOR TOTAL *	60.00	
0000525	00	EXCELSIOR AREA CAREER CENTER					
	002149	00 03/17/2021	101-2202-422.67-03	NATIONAL STANDARD COURSE	375.00		
					VENDOR TOTAL *	375.00	
0000203 4554	00 002149	EXCELSIOR MEDICAL CENTER	00 03/17/2021	101-2202-422.61-02	EMS SUPPLIES	55.25	
					VENDOR TOTAL *	55.25	
0000991	00	EXCELSIOR SPRINGS STANDARD					
	002145	00 03/15/2021	101-1501-415.64-00	ANNUAL SUBSCRIPTION	55.00		
					VENDOR TOTAL *	55.00	
0002504 107367	00 002149	EZ QUICK LUBE	00 03/17/2021	101-2201-422.62-02	OIL CHANGE	95.83	
					VENDOR TOTAL *	95.83	
0001269	00	GARGOYLE SECURITY					
	002146	00 03/15/2021	210-1001-451.73-00	SECURITY SYSTEM	625.00		
					VENDOR TOTAL *	625.00	
0000652 10546	00 002149	GEORGE WOOD SHEET METAL	00 03/17/2021	101-2201-422.43-12	BAY HEATER REPLACEMENT	610.00	
					VENDOR TOTAL *	610.00	
0000105 9823465654 9823694782	00 PI0110 005091 PI0111 005091	GRAINGER	00 03/03/2021 00 03/03/2021	510-1001-433.43-12 510-1001-433.43-12	HEATER/BACKET HEATER	970.47 2,981.45	
					VENDOR TOTAL *	3,951.92	
0001269 137715	00 002149	GRANICUS	00 03/17/2021	101-1401-413.34-04	NOVUS AGENDA	4,950.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001269	00	GRANICUS					
					VENDOR TOTAL *	4,950.00	
0000739	00	ICMA RETIREMENT TRUST					
	002127		00 03/11/2021	780-0000-217.07-00	EMPLOYEE CONTRIBUTIONS	3,261.50	
					VENDOR TOTAL *	3,261.50	
0003170	00	INT ASSN OF FIRE FIGHTERS, LOCAL 42					
	002128		00 03/11/2021	780-0000-217.52-00	FIRE UNION DUES	785.69	
					VENDOR TOTAL *	785.69	
0000336	00	JEFF BOYLE/CODE CONSULTANT SERVICE					
258	002132		00 03/12/2021	101-1802-418.33-03	3RD PARTY REVIEW	300.00	
263	002132		00 03/12/2021	101-1802-418.33-03	3RD PARTY REVIEW	450.00	
264	002132		00 03/12/2021	101-1802-418.33-03	3RD PARTY REVIEW	75.00	
					VENDOR TOTAL *	825.00	
0002924	00	LAMP, RYNEARSON & ASSOCIATES, INC.					
0320092.01-05	002151		00 03/17/2021	260-1001-431.73-00	ENGINEERING	7,400.00	
					VENDOR TOTAL *	7,400.00	
0003099	00	LIBERTY SPORTS OFFICIALS					
SPRING 1-2021	002146		00 03/15/2021	210-1001-451.35-01	OFFICIATING	1,751.50	
					VENDOR TOTAL *	1,751.50	
0000964	00	MID-AMERICA REGIONAL COUNCIL					
D-I-0003841	002153		00 03/17/2021	101-1401-413.67-02	MEMBERSHIP DUES	4,723.00	
					VENDOR TOTAL *	4,723.00	
0001269	00	MISSOURI WATER & WASTEWATER CONF					
	002134		00 03/15/2021	510-1001-433.67-03	MWWC MEMBERSHIP	35.00	
					VENDOR TOTAL *	35.00	
0001534	00	MO DEPT OF NATURAL RESOURCES					
	002134		00 03/15/2021	520-1001-432.67-03	EXAM FEES	135.00	
					VENDOR TOTAL *	135.00	
0003222	00	NAPA AUTO PARTS					
007921	002149		00 03/17/2021	101-2201-422.43-10	COUPLINGS	21.83	
008108	002134		00 03/15/2021	520-1001-432.43-12	BELTS	317.08	
					VENDOR TOTAL *	338.91	
0000554	00	OWEN LUMBER CO					
752778	002134		00 03/15/2021	250-1001-439.43-10	LUMBER	78.41	
752992	002147		00 03/16/2021	510-1001-433.43-11	DRILL BITS	28.74	
					VENDOR TOTAL *	107.15	
0001269	00	PHILLIPS PINWOOD MULCH, INC.					
16012	002146		00 03/15/2021	210-1001-451.43-25	PLAYGROUND WOOD FIBER	1,800.00	
					VENDOR TOTAL *	1,800.00	
0002877	00	PIONEER MANUFACTURING 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
0002877 INV780073	00	PIONEER MANUFACTURING COMPANY INC 002146	00 03/15/2021	210-1001-451.43-27	BASES/HOME PLATE	316.00	
					VENDOR TOTAL *	316.00	
0002058 1725230	00	PRESTO-X LLC 002151	00 03/17/2021	101-2101-421.43-12	PEST CONTROL	74.00	
					VENDOR TOTAL *	74.00	
0000370 14911852	00	QUILL CORP 002149	00 03/17/2021	101-2201-422.60-01	ANNUAL MEMBERSHIP	69.99	
					VENDOR TOTAL *	69.99	
0003241 136942	00	RECON AUTO REPAIR, LLC 002134	00 03/15/2021	520-1001-432.43-10	PARTS/LABOR	1,310.32	
					VENDOR TOTAL *	1,310.32	
0002977 1089	00	RED EQUIPMENT, LLC 002151	00 03/17/2021	520-1001-432.43-11	PARTS/LABOR	1,270.50	
					VENDOR TOTAL *	1,270.50	
0000666 61708 61712	00	SCOTT'S BARGAIN BARN 002134 002147	00 03/15/2021 00 03/16/2021	101-3101-431.43-11 101-3101-431.61-06	NUTS/PARTS TORCH CHEMICALS	2.15 81.49	
					VENDOR TOTAL *	83.64	
0000232 000025345	00	SHARP, MALERY RAYE UT	00 03/11/2021	510-0000-115.20-01	VOID/RETURNED MAIL	CHECK #: 131875	65.65-
					VENDOR TOTAL *	.00	65.65-
0002777 5102562-00	00	STANION WHOLESALE ELECTRIC CO., INC 002151	00 03/17/2021	101-3101-431.43-14	MISC MATERIAL	125.25	
					VENDOR TOTAL *	125.25	
0002309 3315052 M	00	STRYKER MEDICAL 002149	00 03/17/2021	101-2202-422.43-01	MAINTENANCE AGREEMENT	1,499.40	
					VENDOR TOTAL *	1,499.40	
0003240 5014235983	00	TOSHIBA FINANCIAL SERVICES 002149	00 03/17/2021	281-1001-457.55-00	LEASE ON COPIER	783.77	
					VENDOR TOTAL *	783.77	
0002663 TS23629	00	TRACK STAR INTERNATIONAL, INC. 002151	00 03/17/2021	101-2101-421.43-01	VEHICLE TRACKING SIGNATUR	735.00	
					VENDOR TOTAL *	735.00	
0000756 15541	00	TRIPLE E INC 002134	00 03/15/2021	510-1001-433.43-10	SERVICE	70.00	
					VENDOR TOTAL *	70.00	
0002579	00	UNIFIRST CORPORATION					

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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
0002579	00	UNIFIRST CORPORATION						
2863440	002151		00	03/17/2021	101-2101-421.42-01	MATS, MOPS, TOWELS	79.08	
	002151		00	03/17/2021	101-2104-421.61-25	MATS, MOPS, TOWELS	27.00	
						VENDOR TOTAL *	106.08	
0002488	00	UPS						
000069Y37W101	002151		00	03/17/2021	101-2101-421.60-03	SHIPPING FEE	11.92	
						VENDOR TOTAL *	11.92	
0002350	00	USA BLUE BOOK						
523000	002151		00	03/17/2021	520-1001-432.61-04	LAB SUPPLIES	102.80	
523675	002151		00	03/17/2021	520-1001-432.61-04	LAB SUPPLIES	537.70	
						VENDOR TOTAL *	640.50	
0001032	00	UTILITY SERVICE CO., INC.						
530877	002134		00	03/15/2021	510-1001-433.43-21	N TANK/ANNUAL MAINTENANCE	2,500.00	
						VENDOR TOTAL *	2,500.00	
0001944	00	WESTLAKE HARDWARE						
6966269/506325	002150		00	03/17/2021	101-2201-422.43-12	2X4 STUD	9.99	
6966365/506325	002147		00	03/16/2021	101-3101-431.43-11	PARTS	32.99	
6966318/512622	002146		00	03/15/2021	210-1001-451.43-25	MISC SUPPLIES	31.99	
	002146		00	03/15/2021	210-1001-451.73-00	MISC SUPPLIES	19.18	
6966338/506325	002134		00	03/15/2021	250-1001-439.43-11	BOLTS/PARTS	16.57	
6966367/5063285002147			00	03/16/2021	510-1001-433.43-12	PARTS	9.12	
6966374/506325	002147		00	03/16/2021	510-1001-433.43-21	MISC MATERIAL	91.71	
						VENDOR TOTAL *	211.55	
0003183	00	WORLD FUEL SERVICES, INC						
1626103-41525	002152		00	03/17/2021	510-1001-433.62-01	FUEL	18,567.56	
						VENDOR TOTAL *	18,567.56	
0001269	00	1-800 BOARD UP						
21-1097-1	002132		00	03/12/2021	220-1001-418.34-03	BOARD UP 108 DUNBAR	1,067.00	
						VENDOR TOTAL *	1,067.00	
						HAND ISSUED TOTAL ***		399.65-
						TOTAL EXPENDITURES ****	316,814.19	399.65-
						GRAND TOTAL *****		316,414.54

PREPARED 03/24/2021,14:17:08  
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VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO	NO	NO	NO	NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0001269	00	ADVANCED ANALYTICAL SOLUTIONS, LLC									
27884		002295	00	03/24/2021	520-1001-432.61-04				LAB SUPPLIES	238.00	
28135		002295	00	03/24/2021	520-1001-432.61-04				LAB SUPPLIES	218.00	
									VENDOR TOTAL *	456.00	
0000417	00	ALTERATIONS & CUSTOM SEWING									
1220		002295	00	03/24/2021	101-2101-421.61-04				UNIFORMS	846.98	
1124		002295	00	03/24/2021	101-2101-421.61-04				UNIFORMS	83.25	
		002292	00	03/23/2021	101-2201-422.61-04				UNIFORMS	694.16	
									VENDOR TOTAL *	1,624.39	
0000791	00	AMEREN UE									
		002161	00	03/22/2021	530-1001-455.41-01				ELECTRIC SERVICE	558.30	
									VENDOR TOTAL *	558.30	
0000378	00	ASHLOCK SIGNS INC									
9003		002155	00	03/19/2021	610-1001-456.54-00				CEMETERY SIGNS	105.00	
									VENDOR TOTAL *	105.00	
0002183	00	BALL POWER EQUIPMENT L.L.C.									
44081		002161	00	03/22/2021	510-1001-433.43-11				PARTS/LABOR	587.95	
		002161	00	03/22/2021	520-1001-432.43-11				PARTS/LABOR	587.95	
									VENDOR TOTAL *	1,175.90	
0002795	00	BOUND TREE MEDICAL, LLC									
83994843		002292	00	03/23/2021	101-2202-422.61-02				EMS SUPPLIES	76.00	
83993361		002292	00	03/23/2021	101-2202-422.61-02				EMS SUPPLIES	68.34	
83965140		002292	00	03/23/2021	101-2202-422.61-02				EMS SUPPLIES	113.76	
									VENDOR TOTAL *	258.10	
0000232	00	BURNETT, STEVEN R									
000009053		UT	00	03/23/2021	510-0000-115.20-01				UB CR REFUND-FINALS	22.78	
									VENDOR TOTAL *	22.78	
0002296	00	CARD SERVICES									
1406		002147	00	03/16/2021	250-1001-439.43-11				MISC PARTS	8.45	
6006		001810	00	02/18/2021	510-1001-433.43-12				MISC MATERIAL	44.97	
6229		001926	00	02/22/2021	510-1001-433.61-06				TORCH CHEMICALS	54.99	
7844		001992	00	03/01/2021	510-1001-433.43-11				PARTS	22.41	
7847		001992	00	03/01/2021	510-1001-433.43-11				TAX EXEMPT	22.41	
7848		001992	00	03/01/2021	510-1001-433.43-11				PART	20.56	
5965		001811	00	02/18/2021	520-1001-432.43-11				BOLTS	6.08	
									VENDOR TOTAL *	135.05	
0002289	00	CARDMEMBER SERVICE									
		002246	00	03/22/2021	101-1201-412.61-07				MEALS/TRAINING/MISC.	23.99	
		002248	00	03/22/2021	101-1201-412.61-07				MEALS/TRAINING/MISC.	43.98	
		002254	00	03/22/2021	101-1201-412.60-01				MEALS/TRAINING/MISC.	15.80	
		002168	00	03/22/2021	101-1401-413.67-03				MEALS/TRAINING/MISC.	99.00	
		002169	00	03/22/2021	101-1401-413.34-04				MEALS/TRAINING/MISC.	14.99	

PREPARED 03/24/2021,14:17:08  
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VEND NO	SEQ#	VENDOR NAME	BANK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002289	00	CARDMEMBER SERVICE						
	002170		00	03/22/2021	101-1401-413.67-03	MEALS/TRAINING/MISC.	390.00	
	002171		00	03/22/2021	101-1401-413.29-05	MEALS/TRAINING/MISC.	150.00	
	002172		00	03/22/2021	101-1401-413.61-29	MEALS/TRAINING/MISC.	65.85	
	002243		00	03/22/2021	101-1401-413.60-01	MEALS/TRAINING/MISC.	50.15	
	002173		00	03/22/2021	101-1601-416.61-03	MEALS/TRAINING/MISC.	140.19	
	002175		00	03/22/2021	101-1801-418.44-02	MEALS/TRAINING/MISC.	329.97	
	002189		00	03/22/2021	101-1801-418.64-00	MEALS/TRAINING/MISC.	14.99	
	002179		00	03/22/2021	101-1802-418.69-02	MEALS/TRAINING/MISC.	176.30	
	002180		00	03/22/2021	101-1802-418.60-03	MEALS/TRAINING/MISC.	9.05	
	002174		00	03/22/2021	101-1803-418.67-02	MEALS/TRAINING/MISC.	35.00	
	002176		00	03/22/2021	101-1803-418.60-20	MEALS/TRAINING/MISC.	41.90	
	002177		00	03/22/2021	101-1803-418.60-03	MEALS/TRAINING/MISC.	14.00	
	002178		00	03/22/2021	101-1803-418.67-01	MEALS/TRAINING/MISC.	20.00	
	002181		00	03/22/2021	101-1803-418.60-03	MEALS/TRAINING/MISC.	14.00	
	002182		00	03/22/2021	101-1803-418.67-02	MEALS/TRAINING/MISC.	35.00	
	002232		00	03/22/2021	101-2101-421.54-00	MEALS/TRAINING/MISC.	51.27	
	002233		00	03/22/2021	101-2101-421.54-00	MEALS/TRAINING/MISC.	510.02	
	002234		00	03/22/2021	101-2101-421.61-07	MEALS/TRAINING/MISC.	151.30	
	002235		00	03/22/2021	101-2101-421.60-20	MEALS/TRAINING/MISC.	288.48	
	002236		00	03/22/2021	101-2101-421.60-20	MEALS/TRAINING/MISC.	53.88	
	002237		00	03/22/2021	101-2101-421.60-01	MEALS/TRAINING/MISC.	6.99	
	002238		00	03/22/2021	101-2101-421.60-01	MEALS/TRAINING/MISC.	4.69	
	002240		00	03/22/2021	101-2101-421.61-03	MEALS/TRAINING/MISC.	3.66	
	002241		00	03/22/2021	101-2101-421.53-01	MEALS/TRAINING/MISC.	5.78	
	002242		00	03/22/2021	101-2101-421.61-04	MEALS/TRAINING/MISC.	142.43	
	002244		00	03/22/2021	101-2101-421.58-04	MEALS/TRAINING/MISC.	54.08	
	002245		00	03/22/2021	101-2101-421.34-01	MEALS/TRAINING/MISC.	75.00	
	002247		00	03/22/2021	101-2101-421.60-01	MEALS/TRAINING/MISC.	29.98	
	002249		00	03/22/2021	101-2101-421.60-01	MEALS/TRAINING/MISC.	42.27	
	002250		00	03/22/2021	101-2101-421.43-12	MEALS/TRAINING/MISC.	54.99	
	002252		00	03/22/2021	101-2101-421.61-03	MEALS/TRAINING/MISC.	99.90	
	002253		00	03/22/2021	101-2101-421.60-01	MEALS/TRAINING/MISC.	15.91	
	002255		00	03/22/2021	101-2101-421.61-07	MEALS/TRAINING/MISC.	24.99	
	002257		00	03/22/2021	101-2101-421.61-07	MEALS/TRAINING/MISC.	14.95	
	002258		00	03/22/2021	101-2101-421.61-07	MEALS/TRAINING/MISC.	14.95	
	002259		00	03/22/2021	101-2101-421.61-03	MEALS/TRAINING/MISC.	11.70	
	002260		00	03/22/2021	101-2101-421.43-10	MEALS/TRAINING/MISC.	5.99	
	002261		00	03/22/2021	101-2101-421.43-10	MEALS/TRAINING/MISC.	11.95	
	002262		00	03/22/2021	101-2101-421.43-10	MEALS/TRAINING/MISC.	12.14	
	002263		00	03/22/2021	101-2101-421.61-04	MEALS/TRAINING/MISC.	175.36	
	002251		00	03/22/2021	101-2103-421.43-12	MEALS/TRAINING/MISC.	19.95	
	002239		00	03/22/2021	101-2104-421.61-29	MEALS/TRAINING/MISC.	130.44	
	002256		00	03/22/2021	101-2104-421.61-29	MEALS/TRAINING/MISC.	133.76	
	002183		00	03/22/2021	101-2201-422.43-10	MEALS/TRAINING/MISC.	109.99	
	002184		00	03/22/2021	101-2201-422.43-12	MEALS/TRAINING/MISC.	67.43	
	002185		00	03/22/2021	101-2201-422.43-12	MEALS/TRAINING/MISC.	140.74	
	002186		00	03/22/2021	101-2201-422.43-12	MEALS/TRAINING/MISC.	109.99	
	002187		00	03/22/2021	101-2202-422.67-03	MEALS/TRAINING/MISC.	61.04	
	002188		00	03/22/2021	101-2202-422.67-03	MEALS/TRAINING/MISC.	161.80	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002289	00	CARDMEMBER SERVICE						
	002224	00	03/22/2021	101-3101-431.58-04	MEALS/TRAINING/MISC.	42.11		
	002230	00	03/22/2021	101-3101-431.43-15	MEALS/TRAINING/MISC.	97.98		
	002264	00	03/22/2021	210-1001-451.43-27	MEALS/TRAINING/MISC.	173.95		
	002269	00	03/22/2021	210-1001-451.55-00	MEALS/TRAINING/MISC.	30.47		
	002271	00	03/22/2021	210-1001-451.67-01	MEALS/TRAINING/MISC.	375.00		
	002272	00	03/22/2021	210-1001-451.43-11	MEALS/TRAINING/MISC.	37.64		
	002273	00	03/22/2021	210-1001-451.43-11	MEALS/TRAINING/MISC.	28.74		
	002274	00	03/22/2021	210-1001-451.73-00	MEALS/TRAINING/MISC.	259.96		
	002275	00	03/22/2021	210-1001-451.43-25	MEALS/TRAINING/MISC.	52.71		
	002276	00	03/22/2021	210-1001-451.43-25	MEALS/TRAINING/MISC.	334.00		
	002281	00	03/22/2021	210-1001-451.34-04	MEALS/TRAINING/MISC.	15.00		
	002282	00	03/22/2021	210-1001-451.34-04	MEALS/TRAINING/MISC.	36.00		
	002283	00	03/22/2021	210-1001-451.73-00	MEALS/TRAINING/MISC.	225.07		
	002265	00	03/22/2021	210-4401-444.61-30	MEALS/TRAINING/MISC.	49.69		
	002266	00	03/22/2021	210-4401-444.61-30	MEALS/TRAINING/MISC.	50.00		
	002267	00	03/22/2021	210-4401-444.61-30	MEALS/TRAINING/MISC.	22.43		
	002268	00	03/22/2021	210-4401-444.61-30	MEALS/TRAINING/MISC.	50.00		
	002270	00	03/22/2021	210-4401-444.61-30	MEALS/TRAINING/MISC.	44.65		
	002277	00	03/22/2021	210-4401-444.61-30	MEALS/TRAINING/MISC.	28.11		
	002278	00	03/22/2021	210-4401-444.61-30	MEALS/TRAINING/MISC.	50.00		
	002279	00	03/22/2021	210-4401-444.61-30	MEALS/TRAINING/MISC.	44.99		
	002280	00	03/22/2021	210-4401-444.61-30	MEALS/TRAINING/MISC.	12.74		
	002190	00	03/22/2021	281-1001-457.61-15	MEALS/TRAINING/MISC.	147.04		
	002191	00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	242.94		
	002192	00	03/22/2021	281-1001-457.61-03	MEALS/TRAINING/MISC.	105.92		
	002193	00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	164.82		
	002194	00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	92.05		
	002195	00	03/22/2021	281-1001-457.61-03	MEALS/TRAINING/MISC.	7.50		
	002196	00	03/22/2021	281-1001-457.60-01	MEALS/TRAINING/MISC.	18.98		
	002197	00	03/22/2021	281-1001-457.60-01	MEALS/TRAINING/MISC.	15.58		
	002198	00	03/22/2021	281-1001-457.61-15	MEALS/TRAINING/MISC.	104.85		
	002199	00	03/22/2021	281-1001-457.61-15	MEALS/TRAINING/MISC.	28.98		
	002200	00	03/22/2021	281-1001-457.61-06	MEALS/TRAINING/MISC.	120.04		
	002201	00	03/22/2021	281-1001-457.64-00	MEALS/TRAINING/MISC.	64.99		
	002202	00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	135.93		
	002203	00	03/22/2021	281-1001-457.61-15	MEALS/TRAINING/MISC.	30.88-		
	002204	00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	105.64		
	002205	00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	106.17		
	002206	00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	323.92		
	002207	00	03/22/2021	281-1001-457.61-15	MEALS/TRAINING/MISC.	25.21		
	002208	00	03/22/2021	281-1001-457.61-07	MEALS/TRAINING/MISC.	1,135.00		
	002209	00	03/22/2021	281-1001-457.60-01	MEALS/TRAINING/MISC.	81.85		
	002210	00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	127.47		
	002212	00	03/22/2021	281-1001-457.61-06	MEALS/TRAINING/MISC.	35.06		
	002213	00	03/22/2021	281-1001-457.61-06	MEALS/TRAINING/MISC.	35.06		
	002215	00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	297.11		
	002216	00	03/22/2021	281-1001-457.29-05	MEALS/TRAINING/MISC.	69.86		
	002217	00	03/22/2021	281-1001-457.61-15	MEALS/TRAINING/MISC.	195.98		
	002218	00	03/22/2021	281-1001-457.61-15	MEALS/TRAINING/MISC.	147.04-		

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002289	00	CARDMEMBER SERVICE						
	002219		00	03/22/2021	281-1001-457.54-00	MEALS/TRAINING/MISC.	30.00	
	002284		00	03/22/2021	281-1001-457.60-01	MEALS/TRAINING/MISC.	.60	
	002285		00	03/22/2021	281-1001-457.64-00	MEALS/TRAINING/MISC.	22.00	
	002286		00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	94.54	
	002287		00	03/22/2021	281-1001-457.61-30	MEALS/TRAINING/MISC.	242.94	
	002214		00	03/22/2021	281-1005-457.61-15	MEALS/TRAINING/MISC.	379.83	
	002220		00	03/22/2021	281-1005-457.61-15	MEALS/TRAINING/MISC.	40.00	
	002221		00	03/22/2021	281-1005-457.61-15	MEALS/TRAINING/MISC.	105.56	
	002222		00	03/22/2021	281-1005-457.61-15	MEALS/TRAINING/MISC.	201.25	
	002211		00	03/22/2021	281-1006-457.61-15	MEALS/TRAINING/MISC.	199.95	
	002225		00	03/22/2021	510-1001-433.58-04	MEALS/TRAINING/MISC.	42.11	
	002227		00	03/22/2021	510-1001-433.67-03	MEALS/TRAINING/MISC.	46.25	
	002229		00	03/22/2021	510-1001-433.43-12	MEALS/TRAINING/MISC.	141.99	
	002231		00	03/22/2021	510-1001-433.53-02	MEALS/TRAINING/MISC.	.99	
	002223		00	03/22/2021	520-1001-432.67-03	MEALS/TRAINING/MISC.	766.13	
	002226		00	03/22/2021	520-1001-432.58-04	MEALS/TRAINING/MISC.	42.11	
	002228		00	03/22/2021	520-1001-432.67-03	MEALS/TRAINING/MISC.	46.25	
						VENDOR TOTAL *	12,213.67	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						
FOCS150843	002295		00	03/24/2021	101-2101-421.43-10	DIAGNOSTICS	76.96	
						VENDOR TOTAL *	76.96	
0001269	00	CITY OF RICHMOND						
	002157		00	03/19/2021	281-1001-457.67-02	LIFEGUARD CERTIFICATION	135.00	
						VENDOR TOTAL *	135.00	
0000155	00	CULLIGAN WATER CONDITIONING						
1078125	002161		00	03/22/2021	101-1601-416.61-03	WATER SOFTENEER	38.85	
						VENDOR TOTAL *	38.85	
0000232	00	DEL CUETO, MARITZA & ALBERTO						
000018265	UT		00	03/23/2021	510-0000-115.20-01	UB CR REFUND-FINALS	14.40	
						VENDOR TOTAL *	14.40	
0003127	00	ENVIRO-MASTER OF KANSAS CITY						
KSC9230	002295		00	03/24/2021	101-2101-421.43-12	SANITIZATION	60.00	
						VENDOR TOTAL *	60.00	
0000203	00	EXCELSIOR MEDICAL CENTER						
074548	002289		00	03/23/2021	281-1001-457.33-05	DRUG SCREEN	29.00	
	002290		00	03/23/2021	281-1005-457.33-05	DRUG SCREEN	58.00	
	002294		00	03/24/2021	740-0000-209.01-00	TAXES COLLECTED TO DATE	18,000.00	
						VENDOR TOTAL *	18,087.00	
0002856	00	FOLEY INDUSTRIES						
PS400352503	002161		00	03/22/2021	510-1001-433.43-11	MISC PARTS	257.79	
PS400352885	002288		00	03/23/2021	510-1001-433.43-11	MISC PARTS	75.32	
	002161		00	03/22/2021	520-1001-432.43-11	MISC PARTS	257.79	

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NO	NO	NO						AMOUNT
0002856	00	FOLEY INDUSTRIES						
SS710031249	002288		00	03/23/2021	520-1001-432.43-22	PARTS/LABOR/TRAVEL	523.50	
SS710031250	002288		00	03/23/2021	520-1001-432.43-22	PARTS/LABOR/TRAVEL	1,644.00	
SS710031306	002288		00	03/23/2021	520-1001-432.43-22	ANNUAL INSPECTION	1,585.25	
SS710031272	002288		00	03/23/2021	520-1001-432.43-22	ANNUAL INSPECTION	2,001.84	
SS710031274	002288		00	03/23/2021	520-1001-432.43-22	ANNUAL INSPECTION	1,243.99	
SS710031276	002288		00	03/23/2021	520-1001-432.43-22	ANNUAL INSPECTION	1,405.29	
SS710031310	002288		00	03/23/2021	520-1001-432.43-22	ANNUAL INSPECTION	986.48	
SS710031308	002288		00	03/23/2021	520-1001-432.43-22	ANNUAL INSPECTION	1,020.92	
	002288		00	03/23/2021	520-1001-432.43-11	MISC PARTS	75.32	
SS710031336	002295		00	03/24/2021	520-1001-432.43-22	ANNUAL INSPECTION	2,080.72	
						VENDOR TOTAL *	13,158.21	
0000232	00	FOLLOW ME CONSTRUCTION						
000025895	UT		00	03/23/2021	510-0000-115.20-01	UB CR REFUND-FINALS	55.34	
						VENDOR TOTAL *	55.34	
0002109	00	GEIGER READY-MIX CO INC						
1005673	002161		00	03/22/2021	510-1001-433.43-21	CONCRETE	509.25	
	002161		00	03/22/2021	520-1001-432.43-22	CONCRETE	509.25	
						VENDOR TOTAL *	1,018.50	
0000105	00	GRAINGER						
9836773821	002298		00	03/24/2021	510-1001-433.43-12	GATE PARTS	330.52	
						VENDOR TOTAL *	330.52	
0003203	00	HAWKINS, INC.						
4895398	002161		00	03/22/2021	510-1001-433.61-06	CHEMICALS	4,752.00	
						VENDOR TOTAL *	4,752.00	
0000232	00	HOLSEY, CRYSTIE & JAMES						
000023737	UT		00	03/23/2021	510-0000-115.20-01	UB CR REFUND-FINALS	122.70	
						VENDOR TOTAL *	122.70	
0002173	00	JCI						
8210275	002295		00	03/24/2021	520-1001-432.43-22	LABOR	1,222.30	
						VENDOR TOTAL *	1,222.30	
0001269	00	JEFF BARGE						
	002161		00	03/22/2021	210-4401-444.61-30	ROUTING SOFTWARE	9.99	
						VENDOR TOTAL *	9.99	
0000336	00	JEFF BOYLE/CODE CONSULTANT SERVICE						
265	002156		00	03/19/2021	101-1802-418.33-03	3RD PARTY REVIEW	112.50	
						VENDOR TOTAL *	112.50	
0000224	00	KA-COMM, INC.						
178433	002295		00	03/24/2021	270-1001-421.61-07	EQUIPMENT INSTALLED	4,011.49	
178434	002295		00	03/24/2021	270-1001-421.61-07	EQUIPMENT INSTALLED	6,279.37	
						VENDOR TOTAL *	10,290.86	
0000539	00	KANSAS CITY WINNELSON						

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NO	NO	NO						AMOUNT
0000539	00	KANSAS CITY WINNELSON						
648703 00	002161		00	03/22/2021	510-1001-433.43-21	VALVE BOXES	855.90	
648885 00	002161		00	03/22/2021	510-1001-433.43-21	SETTERS	1,001.76	
						VENDOR TOTAL *	1,857.66	
0000616	00	KNAPHEIDE TRUCK EQUIPMENT CENTER						
KCS82921	002161		00	03/22/2021	101-3101-431.43-11	MISC PARTS	325.48	
KCS82920	002161		00	03/22/2021	101-3101-431.43-11	MISC PARTS	43.89	
						VENDOR TOTAL *	369.37	
0002730	00	KONICA MINOLTA PREMIER FINANCE						
438540916	002288		00	03/23/2021	510-1001-433.44-02	LEASE ON COPIER	180.63	
	002288		00	03/23/2021	520-1001-432.44-02	LEASE ON COPIER	180.62	
						VENDOR TOTAL *	361.25	
0000232	00	KRIER, THOMAS D						
000009303	UT		00	03/22/2021	510-0000-115.20-01	UB CR REFUND	129.21	
						VENDOR TOTAL *	129.21	
0002924	00	LAMP, RYNEARSON & ASSOCIATES, INC.						
0321011.01-02	002161		00	03/22/2021	210-1001-451.73-00	ENGINEERING	9,960.00	
						VENDOR TOTAL *	9,960.00	
0001269	00	LAWSON HIGH SCHOOL						
	002296		00	03/24/2021	281-1001-457.54-00	YEARBOOK ADVERTISEMENT	80.00	
						VENDOR TOTAL *	80.00	
0000232	00	MCCLEARY, KEVIN R						
000023093	UT		00	03/11/2021	510-0000-115.20-01	VOID/RETURNED IN MAIL	CHECK #: 131849	111.41-
						VENDOR TOTAL *	.00	111.41-
0000964	00	MID-AMERICA REGIONAL COUNCIL						
G-I-0011415	002161		00	03/22/2021	101-1803-418.64-00	REHAB IDEA BOOK	500.00	
G-I-0011790	002295		00	03/24/2021	211-1001-421.53-01	911 ALLOCATION	3,881.49	
						VENDOR TOTAL *	4,381.49	
0000617	00	MISSISSIPPI LIME						
1539166	002161		00	03/22/2021	510-1001-433.61-06	LIME	5,345.18	
						VENDOR TOTAL *	5,345.18	
0000732	00	MISSOURI ROCK INC						
54104	002299		00	03/24/2021	210-1001-451.73-00	ROCK	2,027.27	
	002300		00	03/24/2021	510-1001-433.43-21	ROCK	442.39	
						VENDOR TOTAL *	2,469.66	
0000269	00	MO POLICE CHIEFS						
172650	002295		00	03/24/2021	101-2101-421.67-03	ANNUAL CONFERENCE	700.00	
172649	002295		00	03/24/2021	101-2101-421.67-03	ANNUAL CONFERENCE	350.00	
						VENDOR TOTAL *	1,050.00	
0003222	00	NAPA AUTO PARTS						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003222	00	NAPA AUTO PARTS						
008106	002161	00 03/22/2021		210-1001-451.43-11	ADAPTERS		5.08	
					VENDOR TOTAL *		5.08	
0000554	00	OWEN LUMBER CO						
753354	002295	00 03/24/2021		230-1001-431.45-04	LUMBER		25.56	
					VENDOR TOTAL *		25.56	
0000232	00	PEMBERTON, SHANNON & WILL						
000024119	UT	00 03/23/2021		510-0000-115.20-01	UB CR REFUND-FINALS		63.75	
					VENDOR TOTAL *		63.75	
0000647	00	PLATTE-CLAY ELECTRIC						
	002161	00 03/22/2021		520-1001-432.41-01	ELECTRIC SERVICE		701.55	
					VENDOR TOTAL *		701.55	
0000234	00	PREFERRED PLUMBING						
	002161	00 03/22/2021		101-0000-322.09-00	PERMIT REFUND		217.00	
					VENDOR TOTAL *		217.00	
0002931	00	PUBLIC WORKS PETTY CASH						
	002162	00 03/22/2021		101-6701-467.33-05	PERMIT REFUND		14.46	
	002163	00 03/22/2021		510-1001-433.60-20	PERMIT REFUND		47.37	
	002164	00 03/22/2021		520-1001-432.60-03	PERMIT REFUND		7.70	
					VENDOR TOTAL *		69.53	
0000370	00	QUILL CORP						
15313810	002295	00 03/24/2021		101-1201-412.60-01	TONER CARTRIDGE		143.09	
15248580	002165	00 03/22/2021		101-1501-415.60-01	COPY PAPER/STAPLER		231.93	
	002165	00 03/22/2021		101-1801-418.60-01	COPY PAPER/STAPLER		55.98	
					VENDOR TOTAL *		431.00	
0000536	00	RAY-CARROLL FUELS, LLC.						
50878	002295	00 03/24/2021		520-1001-432.62-01	FUEL		1,140.00	
					VENDOR TOTAL *		1,140.00	
0003241	00	RECON AUTO REPAIR, LLC						
136957	002165	00 03/22/2021		510-1001-433.43-10	PARTS/LABOR		446.76	
136959	002165	00 03/22/2021		510-1001-433.43-10	PARTS/LABOR		524.75	
					VENDOR TOTAL *		971.51	
0000092	00	REPUBLIC SERVICES #468						
MARCH 21	002294	00 03/24/2021		550-1001-434.40-02	RESIDENTIAL REFUSE		67,545.50	
					VENDOR TOTAL *		67,545.50	
0000232	00	RHOADES, GARY RAY						
000018205	UT	00 03/23/2021		510-0000-115.20-01	UB CR REFUND-FINALS		78.61	
					VENDOR TOTAL *		78.61	
0003092	00	SCHREIBER LLC						

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0003092 015118	00	SCHREIBER LLC	002295	00 03/24/2021	520-1001-432.43-11	MISC PARTS	55.50	
						VENDOR TOTAL *	55.50	
0000232 000023057	00	SCISSORS & SHEARS	UT	00 03/23/2021	510-0000-115.20-01	UB CR REFUND-FINALS	78.67	
						VENDOR TOTAL *	78.67	
0000666 61694	00	SCOTT'S BARGAIN BARN	002165	00 03/22/2021	520-1001-432.43-10	PARTS	22.00	
						VENDOR TOTAL *	22.00	
0002558 2811385	00	SUMNER ONE	002295	00 03/24/2021	101-2101-421.43-01	LEASE ON COPIER/COPIES	53.72	
			002295	00 03/24/2021	101-2101-421.44-04	LEASE ON COPIER/COPIES	260.00	
						VENDOR TOTAL *	313.72	
0001269	00	TARAN SVOBODA	002165	00 03/22/2021	101-1201-412.29-05	REIMBURSE/GIFT	50.00	
						VENDOR TOTAL *	50.00	
0000756 15685 15651	00	TRIPLE E INC	002288	00 03/23/2021	101-6701-467.43-10	TIRE REPAIR	20.00	
			002166	00 03/22/2021	210-1001-451.43-11	TIRE REPAIR	20.00	
						VENDOR TOTAL *	40.00	
0003212 36496 36416 36599	00	TW SPORTSWEAR	002166	00 03/22/2021	210-1001-451.55-00	FLYING DISCS	298.00	
			002166	00 03/22/2021	210-1001-451.61-15	SOCCER SHIRTS	845.26	
			002166	00 03/22/2021	210-1001-451.61-15	SOCCER SHIRTS	52.95	
						VENDOR TOTAL *	1,196.21	
0002579 2865581 2865580	00	UNIFIRST CORPORATION	002166	00 03/22/2021	101-1601-416.61-03	MATS, MOPS, TOWELS	120.41	
			002295	00 03/24/2021	101-2101-421.42-01	MATS, MOPS, TOWELS	79.08	
			002295	00 03/24/2021	101-2104-421.61-25	MATS, MOPS, TOWELS	92.99	
						VENDOR TOTAL *	292.48	
0003125 65603 65515	00	UNITED ACCESS	002166	00 03/22/2021	101-6701-467.43-10	LIFT MAINTENANCE	75.55	
			002166	00 03/22/2021	101-6701-467.43-10	LIFT MAINTENANCE	75.55	
						VENDOR TOTAL *	151.10	
0000693 IG00007302	00	VANCE BROTHERS INC	002166	00 03/22/2021	101-3101-431.43-16	ASPHALT	295.00	
						VENDOR TOTAL *	295.00	
0001677 766951	00	WABASH BBQ	002158	00 03/19/2021	281-1001-457.58-04	MEALS	211.90	
						VENDOR TOTAL *	211.90	
0002038	00	WALMART COMMUNITY BRC						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002038	00	WALMART COMMUNITY BRC						
03079	001818	00 02/18/2021	101-1802-418.60-01	BATTERIES		11.37		
	002097	00 03/09/2021	101-2101-421.43-10	MISC SUPPLIES		24.48		
	002097	00 03/09/2021	101-2101-421.61-03	MISC SUPPLIES		18.86		
09358	001957	00 02/24/2021	101-2103-421.61-27	MISC SUPPLIES		58.58		
	001958	00 02/24/2021	101-2103-421.61-03	MISC SUPPLIES		84.89		
03995	002096	00 03/09/2021	101-2104-421.61-25	MISC SUPPLIES		7.64		
08390	002014	00 03/03/2021	101-2201-422.61-03	MISC SUPPLIES		58.10		
	002015	00 03/03/2021	101-2201-422.58-04	MISC SUPPLIES		46.84		
	002016	00 03/03/2021	101-2201-422.60-01	MISC SUPPLIES		30.89		
03906	002149	00 03/17/2021	101-2201-422.61-03	MISC SUPPLIES		35.32		
	002149	00 03/17/2021	101-2201-422.58-04	MISC SUPPLIES		35.84		
01615	002149	00 03/17/2021	101-2202-422.61-07	ADAPTER		4.47		
01771	002150	00 03/17/2021	101-2202-422.67-03	PROJECTOR		129.00		
02999	002150	00 03/17/2021	101-2202-422.67-03	PRODUCT RETURN		61.04		
02999	002160	00 03/22/2021	101-2202-422.67-03	REVERSE RETURN		61.04		
04213	002123	00 03/10/2021	101-3101-431.61-03	JANITORIAL SUPPLIES		55.75		
01058	002093	00 03/08/2021	210-1001-451.61-15	FOLDERS		4.20		
04321	002146	00 03/15/2021	210-1001-451.43-25	MISC SUPPLIES		61.96		
	002146	00 03/15/2021	210-1001-451.60-01	MISC SUPPLIES		100.67		
01997	002146	00 03/15/2021	210-1001-451.33-05	MISC SUPPLIES		52.84		
04322	002146	00 03/15/2021	210-1001-451.43-25	MISC SUPPLIES		53.74		
08747	001926	00 02/22/2021	281-1001-457.61-30	CAFE SUPPLIES		65.27		
01120	001991	00 03/01/2021	281-1001-457.61-30	CAFE SUPPLIES		70.76		
08935	002028	00 03/03/2021	281-1001-457.61-30	CAFE SUPPLIES		90.20		
09435	002070	00 03/04/2021	281-1001-457.61-30	CAFE SUPPLIES		26.82		
03010	002097	00 03/09/2021	281-1001-457.61-30	MISC SUPPLIES		26.88		
01723	002124	00 03/10/2021	281-1001-457.61-30	CAFE SUPPLIES		32.73		
03884	002129	00 03/11/2021	281-1001-457.61-15	CAFE SUPPLIES		115.21		
01618	002130	00 03/11/2021	281-1001-457.61-30	CAFE SUPPLIES		10.48		
09127	002166	00 03/22/2021	281-1001-457.61-30	CAFE SUPPLIES		11.92		
09040	001930	00 02/23/2021	510-1001-433.60-01	OFFICE/JANITORIAL		62.67		
	001930	00 02/23/2021	510-1001-433.61-03	OFFICE/JANITORIAL		106.99		
09331	001945	00 02/24/2021	510-1001-433.61-03	JANITORIAL SUPPLIES		46.44		
09376	002079	00 03/05/2021	510-1001-433.61-03	JANITORIAL SUPPLIES		54.47		
VENDOR TOTAL *							1,596.28	
0000232	00	WATKINS, TWILA FAY						
000023801	UT	00 03/23/2021	510-0000-115.20-01	UB CR REFUND-FINALS		54.14		
VENDOR TOTAL *							54.14	
0001944	00	WESTLAKE HARDWARE						
6966444/506338	002295	00 03/24/2021	101-2101-421.43-12	DRILL BITS		21.97		
6966430/506325	002166	00 03/22/2021	101-3101-431.43-11	PARTS		2.99		
6966341/512622	002166	00 03/22/2021	210-1001-451.43-25	KEYS		8.97		
6966416/512622	002166	00 03/22/2021	210-1001-451.43-10	WIRE ROPE		4.26		
6966446/506325	002295	00 03/24/2021	510-1001-433.43-11	PARTS		9.99		
VENDOR TOTAL *							48.18	
0003183	00	WORLD FUEL SERVICES, INC						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003183	00	WORLD FUEL SERVICES, INC						
1631650-41525	002295		00	03/24/2021	510-1001-433.62-01	FUEL	16,211.10	
						VENDOR TOTAL *	16,211.10	
0000234	00	ZACHARY RACY						
	002295		00	03/24/2021	101-2103-421.61-28	PET ADOPTION REFUND	105.00	
						VENDOR TOTAL *	105.00	
						HAND ISSUED TOTAL ***		111.41-
						TOTAL EXPENDITURES ****	184,008.51	111.41-
						GRAND TOTAL *****		183,897.10

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002976	00	AFLAC PREMIUM HOLDING /ORGID: 10590						
	002367		00	03/31/2021	780-0000-217.37-00	PREMIUMS	499.00	
						VENDOR TOTAL *	499.00	
0000791	00	AMEREN UE						
	002306		00	03/25/2021	101-1601-416.41-01	ELECTRIC SERVICE	562.98	
	002307		00	03/25/2021	101-2101-421.41-01	ELECTRIC SERVICE	1,133.17	
	002305		00	03/25/2021	101-2201-422.41-01	ELECTRIC SERVICE	1,169.40	
	002308		00	03/25/2021	101-3101-431.41-01	ELECTRIC SERVICE	9,510.62	
	002309		00	03/25/2021	101-6701-467.41-01	ELECTRIC SERVICE	277.86	
	002313		00	03/25/2021	210-1001-451.41-01	ELECTRIC SERVICE	488.56	
	002314		00	03/25/2021	281-1001-457.41-01	ELECTRIC SERVICE	4,095.58	
	002310		00	03/25/2021	510-1001-433.41-01	ELECTRIC SERVICE	9,263.00	
	002312		00	03/25/2021	520-1001-432.41-01	ELECTRIC SERVICE	18,563.06	
	002311		00	03/25/2021	530-1001-455.41-01	ELECTRIC SERVICE	579.47	
						VENDOR TOTAL *	45,643.70	
0000346	00	AXA EQUITABLE						
	002348		00	03/29/2021	780-0000-217.09-00	CONTRIBUTION AMOUNT	725.00	
						VENDOR TOTAL *	725.00	
0001269	00	BEST SECURITY						
44056	002354		00	03/30/2021	210-1001-451.43-02	ALARM MONITORING	65.90	
						VENDOR TOTAL *	65.90	
0003107	00	BOOT BARN INC.						
210599	002349		00	03/30/2021	510-1001-433.42-02	SAFETY BOOTS	123.24	
						VENDOR TOTAL *	123.24	
0001269	00	BRIAN KENNEDY						
	002355		00	03/31/2021	101-2101-421.61-04	CLOTHING ALLOWANCE	150.00	
						VENDOR TOTAL *	150.00	
0001269	00	CALAN T. MCCONKEY						
ES-PD-2021-01	002346		00	03/29/2021	101-1201-412.35-05	COUNSEL SERVICES	1,333.32	
						VENDOR TOTAL *	1,333.32	
0001269	00	CANADIAN PACIFIC RAILWAY COMPANY						
2600-2000158937002323			00	03/29/2021	520-1001-432.61-30	LICENSE AGREEMENT	150.00	
						VENDOR TOTAL *	150.00	
0000363	00	CENTRAL POWER SYSTEMS & SERVICES						
	002355		00	03/31/2021	101-2101-421.43-11	GENERATOR ANNUAL MAINT.	300.00	
	002355		00	03/31/2021	101-2101-421.62-01	GENERATOR ANNUAL MAINT.	98.64	
R114006746:01	002355		00	03/31/2021	211-1001-421.43-11	GENERATOR ANNUAL MAINT.	300.00	
						VENDOR TOTAL *	698.64	
0001269	00	CHRISTOPHER WEBER						
	002355		00	03/31/2021	101-2101-421.61-04	CLOTHING ALLOWANCE	150.00	
						VENDOR TOTAL *	150.00	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						



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0001269 M61005	00	EVERBRIDGE, INC. 002355	00 03/31/2021	101-2101-421.43-01	NIXLE ANNUAL RENEWAL	1,500.00	
					VENDOR TOTAL *	1,500.00	
0000203 074548	00	EXCELSIOR MEDICAL CENTER 002303	00 03/25/2021	101-1501-415.33-05	DRUG SCREEN	29.00	
					VENDOR TOTAL *	29.00	
0000991 1101	00	EXCELSIOR SPRINGS STANDARD 002367	00 03/31/2021	101-1401-413.67-02	4 ANNUAL SUBSCRIPTIONS	165.00	
					VENDOR TOTAL *	165.00	
0001172	00	FIDELITY SECURITY LIFE INS./EYEMED 002348	00 03/29/2021	780-0000-217.42-00	VISION PREMIUMS	879.44	
		002348	00 03/29/2021	780-0000-217.40-00	VISION PREMIUMS	20.82	
					VENDOR TOTAL *	900.26	
0001269	00	FRED WALKER 002347	00 03/29/2021	281-1001-457.61-30	REIMBURSEMENT/ADS	126.00	
					VENDOR TOTAL *	126.00	
0002631 017854055	00	GALLS/QUARTERMASTER 002355	00 03/31/2021	101-2101-421.61-04	UNIFORM NAME TAG	20.99	
					VENDOR TOTAL *	20.99	
0000105 98444480500	00	GRAINGER 002366	00 03/31/2021	510-1001-433.43-11	CLAMP/PARTS	32.30	
					VENDOR TOTAL *	32.30	
0003208 03210623	00	HASTY AWARDS 002321	00 03/26/2021	210-1001-451.61-15	TOURNAMENT AWARDS	38.75	
					VENDOR TOTAL *	38.75	
0002929 11055103 11049994	00	HERITAGE TRACTOR INC 002355	00 03/31/2021	101-2201-422.43-11	MOWER PARTS	74.02	
		002354	00 03/30/2021	210-1001-451.62-02	MISC. PARTS	170.68	
					VENDOR TOTAL *	244.70	
0002436 6165-1 6165-4 6165-1 6165-4 6165-5	00	HORSEPLAY PI0113 005097 00 03/25/2021 PI0115 005098 00 03/25/2021 PI0114 005097 00 03/25/2021 PI0116 005098 00 03/25/2021 002349 00 03/30/2021	510-1001-433.43-21 510-1001-433.43-21 520-1001-432.43-22 520-1001-432.43-22 610-1001-456.43-25	CHEMICALS CHEMICALS CHEMICALS CHEMICALS PRE-EMERGENT	1,490.00 1,570.00 1,490.00 1,570.00 1,568.00		
					VENDOR TOTAL *	7,688.00	
0000739	00	ICMA RETIREMENT TRUST 002317	00 03/25/2021	780-0000-217.07-00	EMPLOYEE CONTRIBUTIONS	3,261.50	
					VENDOR TOTAL *	3,261.50	
0003170	00	INT ASSN OF FIRE FIGHTERS, LOCAL 42					

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003170	00	INT ASSN OF FIRE FIGHTERS, LOCAL 42						
		002317	00	03/25/2021	780-0000-217.52-00	FIRE UNION DUES	760.34	
						VENDOR TOTAL *	760.34	
0001269	00	JANET MOREHEAD						
		002321	00	03/26/2021	210-1001-451.73-00	REIMBURSE/MISC SUPPLIES	86.78	
						VENDOR TOTAL *	86.78	
0002173	00	JCI						
8210674		PI0117 005094	00	03/24/2021	520-1001-432.43-22	PARTS/LABOR	2,971.00	
						VENDOR TOTAL *	2,971.00	
0000987	00	K.C. BOBCAT						
21116705		002366	00	03/31/2021	101-3101-431.43-11	TOOTH KIT/PARTS	1,000.00	
21116703		002321	00	03/26/2021	210-1001-451.43-11	TOOTH KIT	600.00	
						VENDOR TOTAL *	1,600.00	
0000539	00	KANSAS CITY WINNELSON						
649067 00		002323	00	03/29/2021	510-1001-433.43-21	COUPLING	379.29	
649657 00		002323	00	03/29/2021	510-1001-433.43-21	METER PARTS	1,875.50	
648909 00		002323	00	03/29/2021	510-1001-433.43-21	METER PARTS	2,605.62	
						VENDOR TOTAL *	4,860.41	
0001654	00	KEARNEY WINSUPPLY CO.						
341101-01		002322	00	03/29/2021	101-1601-416.43-12	FLUSH VALVE	49.66	
						VENDOR TOTAL *	49.66	
0000349	00	LARRY'S TRUCK REPAIR & TOW SERVICE						
1912A		002366	00	03/31/2021	510-1001-433.43-11	LABOR	200.00	
1911A		002366	00	03/31/2021	510-1001-433.43-10	LABOR	317.50	
		002366	00	03/31/2021	510-1001-433.43-10	PARTS/LABOR	387.50	
		002366	00	03/31/2021	520-1001-432.43-11	LABOR	200.00	
		002366	00	03/31/2021	520-1001-432.43-10	LABOR	317.50	
1910A		002366	00	03/31/2021	520-1001-432.43-10	PARTS/LABOR	387.50	
						VENDOR TOTAL *	1,810.00	
0000239	00	O'REILLY AUTOMOTIVE						
166-132854		002027	00	03/03/2021	101-2101-421.43-10	WIPER BLADES	16.84	
166-132963		002027	00	03/03/2021	101-2101-421.43-10	RETURN WIPER BLADES	16.84	
166-132944		002149	00	03/17/2021	101-2201-422.43-10	ANTI-FREEZE	34.63	
166-135192		002149	00	03/17/2021	101-2201-422.43-10	AIR FILTER	21.16	
		002293	00	03/23/2021	101-2201-422.43-10	FILTERS/OIL/WASHER FLUID	45.45	
166-135694		002293	00	03/23/2021	101-2202-422.43-10	FILTERS/OIL/WASHER FLUID	49.54	
166-132752		002027	00	03/03/2021	101-3101-431.43-11	LIGHT	2.95	
166-133050		002079	00	03/05/2021	101-3101-431.43-11	FILTERS/MISC	59.16	
166-133194		002081	00	03/08/2021	101-3101-431.43-11	JANITORIAL/PARTS	134.76	
166-133394		002121	00	03/10/2021	101-3101-431.43-11	BATTERY	48.24	
166-133360		002122	00	03/10/2021	101-3101-431.43-10	MISC PARTS	87.95	
166-134353		002134	00	03/15/2021	101-3101-431.43-10	MISC PARTS	36.86	
166-134992		002147	00	03/16/2021	101-3101-431.43-11	MISC PARTS	132.88	

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
0000239	00	O'REILLY AUTOMOTIVE						
166-135729	002161		00	03/22/2021	101-3101-431.43-10	PARTS	38.18	
166-136820	002323		00	03/29/2021	101-3101-431.43-10	FILTER	12.13	
166-136735	002323		00	03/29/2021	101-3101-431.43-10	OIL/FILTERS	325.64	
166-136935	002349		00	03/30/2021	101-3101-431.43-11	BATTERY	5.99	
166-135267	002161		00	03/22/2021	210-1001-451.43-11	HYDRAULIC FITTING	5.39	
166-135540	002161		00	03/22/2021	210-1001-451.62-02	OIL FILTER	2.19	
166-135752	002321		00	03/26/2021	210-1001-451.62-02	OIL/FILTER	21.14	
166-136773	002354		00	03/30/2021	210-1001-451.62-02	OIL/FILTERS	25.05	
	002081		00	03/08/2021	250-1001-439.61-03	JANITORIAL/PARTS	38.97	
166-136297	002288		00	03/23/2021	250-1001-439.43-10	PARTS	19.99	
166-136220	002288		00	03/23/2021	250-1001-439.43-10	PARTS	48.72	
	002079		00	03/05/2021	510-1001-433.43-11	FILTERS/MISC	59.15	
166-132848	002079		00	03/05/2021	510-1001-433.43-11	OIL/PARTS	114.48	
166-135162	002151		00	03/17/2021	510-1001-433.43-11	BATTERY	223.40	
166-135519	002161		00	03/22/2021	510-1001-433.43-10	BATTERY	153.41	
166-136722	002320		00	03/26/2021	510-1001-433.43-11	FILTERS/OIL	151.52	
	002320		00	03/26/2021	510-1001-433.43-11	OIL	67.45	
166-133057	002366		00	03/31/2021	510-1001-433.43-11	PARTS	61.08	
166-132620	002002		00	03/02/2021	520-1001-432.43-11	WIPER BLADES	68.38	
	002079		00	03/05/2021	520-1001-432.43-11	OIL/PARTS	89.94	
166-133361	002081		00	03/08/2021	520-1001-432.43-11	PARTS	89.84	
	002081		00	03/08/2021	520-1001-432.61-07	PARTS	34.99	
166-135367	002161		00	03/22/2021	520-1001-432.43-11	BATTERY	244.32	
166-136420	002295		00	03/24/2021	520-1001-432.43-10	OIL/FILTERS	43.76	
	002320		00	03/26/2021	520-1001-432.43-11	FILTERS/OIL	151.52	
166-136725	002320		00	03/26/2021	520-1001-432.43-11	FILTERS	7.83	
166-136723	002320		00	03/26/2021	520-1001-432.43-11	OIL	67.46	
						VENDOR TOTAL *	2,809.84	
0000554	00	OWEN LUMBER CO						
753224	002321		00	03/26/2021	210-1001-451.73-00	LUMBER	918.12	
753619	002366		00	03/31/2021	230-1001-431.45-04	LUMBER	611.10	
753516	002349		00	03/30/2021	510-1001-433.43-11	MISC MATERIAL	39.53	
753454	002320		00	03/26/2021	550-1001-434.43-12	SOFFIT	139.20	
						VENDOR TOTAL *	1,707.95	
0000060	00	PRAXAIR DISTRIBUTION, INC.						
62544777	002320		00	03/26/2021	510-1001-433.61-06	TORCH CHEMICALS	34.30	
62703440	002366		00	03/31/2021	510-1001-433.61-06	CO2	1,380.91	
	002320		00	03/26/2021	520-1001-432.61-06	TORCH CHEMICALS	34.30	
						VENDOR TOTAL *	1,449.51	
0002058	00	PRESTO-X LLC						
1788180	002319		00	03/26/2021	101-1601-416.43-12	PEST CONTROL	83.00	
1788179	002319		00	03/26/2021	101-2201-422.43-12	PEST CONTROL	34.42	
1788178	002319		00	03/26/2021	101-2201-422.43-12	PEST CONTROL	83.00	
1788177	002319		00	03/26/2021	281-1001-457.43-12	PEST CONTROL	83.00	
						VENDOR TOTAL *	283.42	
0002931	00	PUBLIC WORKS PETTY CASH						

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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
0002931	00	PUBLIC WORKS		PETTY CASH				
		002350	00	03/30/2021	101-6701-467.33-05	POSTAGE/PARTS/MISC	88.50	
		002351	00	03/30/2021	510-1001-433.43-11	POSTAGE/PARTS/MISC	5.00	
		002352	00	03/30/2021	520-1001-432.60-03	POSTAGE/PARTS/MISC	2.89	
						VENDOR TOTAL *	96.39	
0003175	00	QUADIEN T FINANCE USA, INC.						
		002343	00	03/29/2021	101-0000-143.01-00	POSTAGE MACHINE MONEY	1,000.00	
						VENDOR TOTAL *	1,000.00	
0000370	00	QUILL CORP						
15344809		002315	00	03/25/2021	101-1501-415.60-01	OFFICE/JANITORIAL SUPPLY	62.97	
3		002316	00	03/25/2021	101-1601-416.61-03	OFFICE/JANITORIAL SUPPLY	47.98	
15370926		002355	00	03/31/2021	101-2201-422.60-01	OFFICE SUPPLIES	18.27	
						VENDOR TOTAL *	129.22	
0003241	00	RECON AUTO REPAIR, LLC						
136986		002353	00	03/30/2021	510-1001-433.43-10	PARTS/LABOR	3,190.67	
						VENDOR TOTAL *	3,190.67	
0002977	00	RED EQUIPMENT, LLC						
1108		002353	00	03/30/2021	520-1001-432.43-11	PARTS	326.00	
						VENDOR TOTAL *	326.00	
0000092	00	REPUBLIC SERVICES #468						
0468-003470077	002326	00	03/29/2021	101-1601-416.41-05	REFUSE SERV/CITY FACILITY	69.00		
0468-003470077	002325	00	03/29/2021	101-2101-421.41-05	REFUSE SERV/CITY FACILITY	45.00		
0468-003470077	002324	00	03/29/2021	101-2103-421.41-05	REFUSE SERV/CITY FACILITY	45.00		
0468-003470077	002334	00	03/29/2021	101-2201-422.41-05	REFUSE SERV/CITY FACILITY	69.00		
0468-003470077	002330	00	03/29/2021	101-3101-431.41-05	REFUSE SERV/CITY FACILITY	455.00		
0468-003470077	002329	00	03/29/2021	210-1001-451.41-05	REFUSE SERV/CITY FACILITY	585.00		
0468-003470077	002335	00	03/29/2021	281-1001-457.41-05	REFUSE SERV/CITY FACILITY	69.00		
0468-003470077	002328	00	03/29/2021	510-1001-433.41-05	REFUSE SERV/CITY FACILITY	45.00		
0468-003470077	002331	00	03/29/2021	510-1001-433.41-05	REFUSE SERV/CITY FACILITY	455.00		
0468-003470077	002327	00	03/29/2021	520-1001-432.41-05	REFUSE SERV/CITY FACILITY	45.00		
0468-003470077	002332	00	03/29/2021	520-1001-432.41-05	REFUSE SERV/CITY FACILITY	455.00		
0468-003470077	002333	00	03/29/2021	530-1001-455.41-05	REFUSE SERV/CITY FACILITY	140.00		
0468-003470077	002337	00	03/29/2021	550-1001-434.34-18	REFUSE SERV/CITY FACILITY	185.00		
0468-003470077	002336	00	03/29/2021	610-1001-456.41-05	REFUSE SERV/CITY FACILITY	90.00		
						VENDOR TOTAL *	2,752.00	
0001407	00	SCOTT'S CUSTOM TRAILERS						
5915		002353	00	03/30/2021	510-1001-433.43-11	MISC MATERIAL	247.20	
						VENDOR TOTAL *	247.20	
0000232	00	SOUTH KC PROPERTIES LLC						
000025729	UT	00	01/28/2021	510-0000-115.20-01	VOID/RETURNED IN MAIL	CHECK #: 131527	63.56-	
						VENDOR TOTAL *	.00	63.56-
0002558	00	SUMNER ONE						

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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
0002558	00	SUMNER ONE						
LK04909001	002321		00	03/26/2021	210-1001-451.44-02	LEASE ON COPIER	150.69	
						VENDOR TOTAL *	150.69	
0002567	00	TOSHIBA FINANCIAL SERVICES						
439263518	002366		00	03/31/2021	101-1801-418.44-02	LEASE ON SCANNER	318.70	
						VENDOR TOTAL *	318.70	
0000756	00	TRIPLE E INC						
15765	002353		00	03/30/2021	101-3101-431.43-11	TIRE REPAIR	50.00	
						VENDOR TOTAL *	50.00	
0001612	00	UNITED HEALTHCARE INSURANCE COMPANY						
	002367		00	03/31/2021	210-1001-451.23-01	HEALTH INSURANCE	454.22	
503787688755	002367		00	03/31/2021	780-0000-217.36-00	HEALTH INSURANCE	138,088.52	
	002367		00	03/31/2021	780-0000-217.38-00	HEALTH INSURANCE	21,098.65	
						VENDOR TOTAL *	159,641.39	
0002350	00	USA BLUE BOOK						
545143	002366		00	03/31/2021	510-1001-433.61-04	LAB SUPPLIES	533.59	
						VENDOR TOTAL *	533.59	
0000271	00	VERIZON WIRELESS						
9876224763	002344		00	03/29/2021	101-2101-421.53-02	MOBILE PHONE CHARGES	1,002.14	
	002344		00	03/29/2021	101-2201-422.53-02	MOBILE PHONE CHARGES	196.44	
						VENDOR TOTAL *	1,198.58	
0003262	00	VIREO						
P20119-4	002355		00	03/31/2021	220-1001-465.33-20	PROFESSIONAL SERVICES	18,750.00	
						VENDOR TOTAL *	18,750.00	
0001944	00	WESTLAKE HARDWARE						
6966378/506325	002319		00	03/26/2021	101-1601-416.43-12	KEYS	4.98	
6966451/506325	002319		00	03/26/2021	101-1601-416.43-12	LIGHT SWITCH	1.39	
6966491/506325	002345		00	03/29/2021	101-1601-416.43-12	O-RING	4.67	
6966492/506325	002355		00	03/31/2021	101-2201-422.43-11	BULK FASTENERS	5.09	
6966498/506325	002353		00	03/30/2021	101-3101-431.61-18	MISC MATERIAL	7.56	
3069743/506325	002320		00	03/26/2021	510-1001-433.43-12	FAUCET	79.99	
6966501/506325	002353		00	03/30/2021	510-1001-433.43-11	CAULK GUN	47.35	
						VENDOR TOTAL *	151.03	
						HAND ISSUED TOTAL ***		63.56-
						TOTAL EXPENDITURES ****	286,376.74	63.56-
						*****		286,313.18
						GRAND TOTAL *****		

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