

CITY COUNCIL AGENDA

**Monday, October 1, 2018
City Council Meeting 6:00 PM**

**CLOSED SESSION Immediately Following - Pursuant to
Section 610.021 RSMo. (3) Personnel**



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, October 1, 2018** in the Court Room, 201 East Broadway, Excelsior Springs, Missouri, to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

CLOSED SESSION Immediately Following - Pursuant to Section 610.021 RSMo. (3) Personnel

AMENDED AGENDA

The tentative agenda of this meeting is as follows.

City Council
City of Excelsior Springs

AGENDA

City Council Meeting, 6:00 PM
Monday, October 1, 2018

**CLOSED SESSION Immediately Following - Pursuant to Section 610.021 RSMo.
(3) Personnel**

AMENDED AGENDA

Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Minutes of the Regular City Council Meeting of September 17, 2018

Consideration of Agenda

1. Proclamation - Purple Heart City
2. Consideration of Board Appointment to Enhanced Enterprise Zone - Resolution No. 1137
3. Consideration of Communities for All Ages Initiative - Resolution No. 1138
4. Consideration of School Resource Officer MOU Agreement - Resolution No. 1139
5. Consideration of Change Order #1 - MARRS Radio System - Resolution No. 1140
6. Consideration of Self-Contained Breathing Apparatus - Ordinance No. 18-10-01
7. Self-Contained Breathing Apparatus Air Compressor - Ordinance No. 18-10-02
8. Consideration of Cameron Road Overlay Project - Ordinance No. 18-10-03
9. Consideration of Golf Hill Subdivision Approval, VF Anderson - Ordinance No. 18-10-04
10. Consideration of IBTS Shared Services Agreement - Ordinance No. 18-10-05
11. Special Use Permit Renewal for 106 E. Broadway Ave., Ink Stylez Studio - Ordinance No. 18-10-06
12. Appropriations - Ordinance No. 18-10-07
13. Remarks - City Manager
14. Remarks - City Council
15. Remarks - Mayor
16. 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: Amended Friday, September 28, 2018 at 12:00 pm

REGULAR COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
September 17, 2018

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, September 17, 2018 in the Court Room of the Hall of Waters Building. The meeting was called to order by Mayor Eales.

The opening prayer was conducted by Rex McCommon of the Nazarene Church.

The Pledge of Allegiance was led by Mayor Eales.

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

Absent: Councilman Brent McElwee.

VISITORS: None.

MINUTES OF THE BUDGET WORK SESSION OF AUGUST 31, 2018, MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF AUGUST 31, 2018, MINUTES OF THE BUDGET WORK SESSION OF SEPTEMBER 4, 2018, & MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 4, 2018:

Councilwoman Morgan made a motion to approve the minutes of the Budget Work Session of August 31, 2018, the Special City Council Meeting of August 31, 2018, the Budget Work Session of September 4, 2018, and the Regular City Council Meeting of September 4, 2018. Motion was seconded by Councilman Buckman.

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

 Nays: None, motion carried.

Minutes of the Budget Work Session of August 31, 2018, Special City Council Meeting of August 31, 2018, Budget Work Session of September 4, 2018, and Regular City Council Meeting of September 4, 2018 passed and approved September 17, 2018.

CONSIDERATION OF AGENDA:

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

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

 Nays: None, motion carried.

The agenda as presented passed and approved September 17, 2018.

PROCLAMATION – DIAPER NEED AWARENESS WEEK:

Mayor Eales read aloud the proclamation in recognition of Diaper Need Awareness Week being September 23rd through September 29th, 2018.

CONSIDERATION OF LIQUOR LICENSE APPLICATION FOR PALERMO'S ITALIAN RESTAURANT:

Mayor Eales read by title the Consideration.

Clint Reno, Chief of Police presented the request.

Councilman Buckman made a motion to approve the request by Selatin Nika for a Beer and Wine by the Drink License for Palermo's Italian Restaurant, LLC located at 119 Crown Hill Road, Excelsior Springs, Missouri. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

The Liquor License request passed and approved September 17, 2018.

RESOLUTION NO. 1134, CONSIDERATION OF ANNUAL BOARD RE-APPOINTMENTS:

Mayor Eales read by title the Resolution.

Councilwoman Morgan made a motion to approve Resolution No. 1134 approving the list of board appointments for all boards. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Resolution No. 1134 passed and approved September 17, 2018.

RESOLUTION NO. 1135, CONSIDERATION OF BOARD APPOINTMENTS:

Mayor Eales read by title the Resolution.

Councilman Buckman made a motion to approve Resolution No. 1135 appointing Board and Commission Representatives Lyndsey Baxter to the Capital Improvements Authority and Rick DeFlon to the Historic Preservation Commission. Motion was seconded by Councilwoman Morgan.

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

Nays: None, motion carried.

Resolution No. 1135 passed and approved September 17, 2018.

RESOLUTION NO. 1136, CONSIDERATION OF RESOLUTION OF SUPPORT FOR PROP D:

Mayor Eales read by title the Resolution.

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

Mayor Pro-Tem Powell made a motion to approve Resolution No. 1136 approving a Resolution of Support for Missouri Proposition D. Motion was seconded by Councilman Buckman.

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

Nays: None, motion carried.

Resolution No. 1136 passed and approved September 17, 2018.

ORDINANCE NO. 18-09-06, CONSIDERATION OF AMENDING SECTION 400.240 OF THE MUNICIPAL CODE OF THE CITY OF EXCELSIOR SPRINGS:

Mayor Eales read by title Ordinance No. 18-09-06.

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

Mayor Pro-Tem Powell made a motion to place Ordinance No. 18-09-06 amending Title IV. Zoning Code Chapter 400.240 Accessory Uses of the Municipal Code of the City of Excelsior Springs, Missouri on second reading. Motion was seconded by Councilman Buckman.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-09-06.

Councilman Buckman made a motion to approve Ordinance No. 18-09-06 amending Title IV. Zoning Code Chapter 400.240 Accessory Uses of the Municipal Code of the City of Excelsior Springs, Missouri. Motion was seconded by Councilwoman Morgan.

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

Nays: None, motion carried.

Ordinance No. 18-09-06 passed and approved September 17, 2018.

ORDINANCE NO. 18-09-11, CONSIDERATION OF REDEVELOPMENT AGREEMENT FOR 233 & 235 E. BROADWAY:

Mayor Eales read by title Ordinance No. 18-09-11.

Councilwoman Morgan made a motion to place Ordinance No. 18-09-11 approving a Redevelopment Agreement for the redevelopment of 233-235 E. Broadway Avenue, Excelsior Springs, Missouri on second reading. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-09-11.

Mayor Pro-Tem Powell made a motion to approve Ordinance No. 18-09-11 approving a Redevelopment Agreement for the redevelopment of 233-235 E. Broadway Avenue, Excelsior Springs, Missouri. Motion was seconded by Councilwoman Morgan.

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

Nays: None, motion carried.

Ordinance No. 18-09-11 passed and approved on September 17, 2018.

ORDINANCE NO. 18-09-12, CONSIDERATION OF HENRIE HILL BRIDGE ENGINEERING CONTRACT:

Mayor Eales read by title Ordinance No. 18-09-12.

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

Councilman Buckman made a motion to place Ordinance No. 18-09-12 authorizing the City of Excelsior Springs, Missouri to enter into an agreement with Anderson Engineering, Inc. for engineering services on second reading. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-09-12.

Councilwoman Morgan made a motion to approve Ordinance No. 18-09-12 authorizing the City of Excelsior Springs, Missouri to enter into an agreement with Anderson Engineering, Inc. for engineering services. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Ordinance No. 18-09-12 passed and approved September 17, 2018.

ORDINANCE NO. 18-09-13, CONSIDERATION OF ROOF REPLACEMENT PROJECT:

Mayor Eales read by title Ordinance No. 18-09-13.

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

Mayor Pro-Tem Powell made a motion to place Ordinance No. 18-09-13 approving an expenditure in the amount not to exceed \$96,682.00 for Roof Replacement for the Hall of Waters and not to exceed \$176,521.00 for the South Street Bank Building from the Capital Improvements Fund on second reading. Motion was seconded by Councilman Buckman.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-09-13.

Councilman Buckman made a motion to approve Ordinance No. 18-09-13 approving an expenditure in the amount not to exceed \$96,682.00 for Roof Replacement for the Hall of Waters and not to exceed \$176,521.00 for the South Street Bank Building from the Capital Improvements Fund. Motion was seconded by Councilwoman Morgan.

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

Nays: None, motion carried.

Ordinance No. 18-09-13 passed and approved September 17, 2018.

ORDINANCE NO. 18-09-14, CONSIDERATION OF COMMUNITY CENTER POOL REPAIRS:

Mayor Eales read by title Ordinance No. 18-09-14.

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

Councilman Buckman made a motion to place Ordinance No. 18-09-14 approving an expenditure in an amount not to exceed \$15,243.00 from the Community Center Construction Fund for pool repair on second reading. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-09-14.

Councilman Buckman made a motion to approve Ordinance No. 18-09-14 approving an expenditure in an amount not to exceed \$15,243.00 from the Community Center Construction Fund for pool repair. Motion was seconded by Councilwoman Morgan.

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

Nays: None, motion carried.

Ordinance No. 18-09-14 passed and approved September 17, 2018.

ORDINANCE NO. 18-09-15, CONSIDERATION OF REPEALING SCHEDULED WATER RATE INCREASE FOR 2019:

Mayor Eales read by title Ordinance No. 18-09-15.

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

Councilwoman Morgan made a motion to place Ordinance No. 18-09-15 repealing the Scheduled Water Service Rate Increase for 2019; and amending Schedule of Fees, Title 1, Appendix A, of the Municipal Code in conformance therewith on second reading. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-09-15.

Mayor Pro-Tem Powell made a motion to approve Ordinance No. 18-09-15 repealing the Scheduled Water Service Rate Increase for 2019; and amending Schedule of Fees, Title 1, Appendix A, of the Municipal Code in conformance therewith. Motion was seconded by Councilwoman Morgan.

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

Nays: None, motion carried.

Ordinance No. 18-09-15 passed and approved September 17, 2018.

ORDINANCE NO. 18-09-16, CONSIDERATION OF FINAL 2018 BUDGET AMENDMENT:

Mayor Eales read by title Ordinance No. 18-09-16.

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

Councilwoman Morgan made a motion to place Ordinance No. 18-09-16 approving budget amendments which affect budget surpluses to cover authorized expenditures of funds, amending the appropriate line items and amending Ordinance No. 17-09-06 on second reading. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-09-16.

Mayor Pro-Tem Powell made a motion to approve Ordinance No. 18-09-16 approving budget amendments which affect budget surpluses to cover authorized expenditures of funds, amending the appropriate line items and amending Ordinance No. 17-09-06. Motion was seconded by Councilwoman Morgan.

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

Nays: None, motion carried.

Ordinance No. 18-09-16 passed and approved September 17, 2018.

ORDINANCE NO. 18-09-17, CONSIDERATION OF 2019 BUDGET ADOPTION:

Mayor Eales read by title Ordinance No. 18-09-17.

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

Mayor Pro-Tem Powell made a motion to place Ordinance No. 18-09-17 adopting a budget for the period October 1, 2018 through September 30, 2019, and authorizing the expenditures of funds, all for and in behalf of the City of Excelsior Springs, Missouri on second reading. Motion was seconded by Councilwoman Morgan.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-09-17.

Councilwoman Morgan made a motion to approve Ordinance No. 18-09-17 adopting a budget for the period October 1, 2018 through September 30, 2019, and authorizing the expenditures of funds, all for and in behalf of the City of Excelsior Springs, Missouri. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Ordinance No. 18-09-17 passed and approved September 17, 2018.

ORDINANCE NO. 18-09-18, APPROPRIATIONS:

Mayor Eales read by title Ordinance No. 18-09-18.

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

Councilman Buckman made a motion to place Ordinance No. 18-09-18 approving Appropriations in the amount of \$975,100.38 on second reading. Motion was seconded by Mayor Pro-Tem Powell.

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

Nays: None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-09-18.

Councilman Buckman made a motion to approve Ordinance No. 18-09-18 approving Appropriations in the amount of \$975,100.38. Motion was seconded by Councilwoman Morgan.

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

Nays: None, motion carried.

Ordinance No. 18-09-18 passed and approved September 17, 2018.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. Transmittals are in the packet for review and are from Court.
2. The Retirement Reception for Senior Center Administrator, Denise Bedford is Friday, September 21, 2018, beginning at 1:00 PM, for City Departments. Her last day will be Friday, September 28, 2018.
3. DEP's Annual Dinner is Thursday, September 20, 2018 in the Hall of Waters Circle Drive.
4. It is Citizenship Day.

Councilwoman Morgan:

1. Congratulations to the Finance Department for winning the CAFR Award for the 12th year in a row.

Mayor Pro-Tem Powell:

1. Nothing this evening.

Councilman Buckman:

1. Asked about progress on the Golf Course Clubhouse Roof? It is progressing well, we are seeing a lot more activity.

Councilman McElwee:

1. Absent.

Mayor Eales:

1. Nothing this evening.

The Regular City Council Meeting of September 17, 2018 adjourned at 6:31 pm.

ATTEST:

BRADLEY T. EALES, MAYOR

SHANNON STROUD, CITY CLERK

PROCLAMATION

WHEREAS, the City of Excelsior Springs in the State of Missouri and our community have the utmost admiration and gratitude for every man and woman who have so selflessly served in the Armed Forces of the United States of America; and

WHEREAS, Veterans have paid the high price of freedom by leaving their families and communities, and have placed themselves in harm's way for our Nation; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms our citizens enjoy every day; and

WHEREAS, many men and women who have worn the uniform of the Armed Forces that have paid the ultimate sacrifice, which was laid upon the altar of freedom so we may live in a free nation; and

WHEREAS, today we honor those who have received the Purple Heart Medal, as a result of being wounded while engaged in combat with an enemy force. The Purple Heart, America's oldest military decoration, was initially created as the Badge of Military Merit by General George Washington in 1782.

NOW, THEREFORE, I, *Bradley T. Eales*, Mayor of the City of Excelsior Springs, Missouri, do hereby declare Excelsior Springs a **Purple Heart City** and proclaim this day, October 1st as "Purple Heart Recognition Day" in Excelsior Springs, Missouri.

SO DONE this 1st day of October, 2018.

SEAL:

Bradley T. Eales, Mayor





City Council Meetings
Council Meeting 10/1/2018

To: Mayor and City Council
From: Molly McGovern, City Manager
Date: 9/26/2018
RE: Consideration of Board Appointment to Enhanced Enterprise Zone - Resolution No. 1137

Regarding the appointment of Board and Commission members, Mayor Eales plans to make the following appointment by Resolution at the Regular City Council Meeting on Monday, October 1, 2018 in the Council Chambers of the Hall of Waters. Appointments are subject to Council approval:

NAME: Dr. Kent Powell
BOARD: Enhanced Enterprise Zone
HISTORY: Member appointed until 9/30/2022 to replace Lisa Watkins

A motion and vote is necessary to approve the appointment.

Respectfully submitted,

Molly McGovern, City Manager

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	9/26/2018

RESOLUTION NO. _____

WHEREAS, on October 1, 2018, the City Council of the City of Excelsior Springs, Missouri (the "City") appoints Board and Commission Representative Dr. Kent Powell to the Enhanced Enterprise Zone Board.

BE IT RESOLVED, that after October 1, 2018, the Mayor and members of the Excelsior Springs City Council will observe the appointment of Dr. Kent Powell to the Enhanced Enterprise Zone Board.

THIS RESOLUTION PASSED AND APPROVED THIS ____ DAY OF _____, 2018.

APPROVED:

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



City Council Meetings
Council Meeting 10/1/2018

To: Mayor and City Council
From: Shannon Stroud, Human Resources Manager
Date: 9/26/2018
RE: Consideration of Communities for All Ages Initiative - Resolution No. 1138

Dear Mayor and Members of the City Council,

The City of Excelsior Springs plans to submit its application and supporting documents for Gold Level Implementation of the Communities for All Ages Initiative. The application is due November 1, 2018.

The focus for the Gold Level is to commit to beginning a systematic review of all ordinances with an age lens, with specific areas of interest on Housing and commercial development, Social Inclusion, communication and participation, and Community and health services, and to reference the Community of Excellence profile.

The Resolution, and Agreement with Mid-America Regional Council's Communities for All Ages Initiative is attached for your review and consideration.

Sincerely,

Shannon Stroud, Human Resources Manager

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	9/26/2018
Agreement	Exhibit	9/26/2018
Scope of Work - Gold Level	Backup Material	9/26/2018

RESOLUTION NO. _____

**RESOLUTION ACKNOWLEDGING, SUPPORTING AND PROMOTING
THE KC COMMUNITIES FOR ALL AGES AND MID-AMERICA
REGIONAL COUNCILS' COMMUNITIES FOR ALL AGES INITIATIVE**

WHEREAS, the City of Excelsior Springs ("City") desires to work in partnership with the Mid-America Regional Council ("MARC") and Clay County Senior Services ("CCSS") to implement the MARC KC Communities for All Ages program; and

WHEREAS, the First Suburbs Coalition, KC Communities for All Ages and MARC have, through the efforts of its membership, developed a Communities for All Ages checklist which helps communities orient their physical and service efforts to meet the needs of residents of all ages; and

WHEREAS, the City Council desires the City to be a Community for All Ages; and

WHEREAS, the City Council wishes to enter into an agreement with CCSS and MARC for the provision of technical assistance and implementation of the KC Communities for All Ages program.

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

Section 1. The City of Excelsior Springs supports the promotion of KC Communities for All Ages as a strategy for developing vibrant, prosperous communities for all of its residents.

Section 2. The City of Excelsior Springs will work with KC Communities for All Ages, MARC, CCSS and other regional partners to further promote the Communities for All Ages concepts, strategies and policies.

Section 3. The City Council hereby approves the execution by the City Manager of the Agreement attached hereto as Exhibit A and the payment of funds in the amount of \$375.00 as provided in the Agreement.

THIS RESOLUTION PASSED AND APPROVED THIS ____ DAY OF _____, 2018.

APPROVED:

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

**AGREEMENT
TECHNICAL ASSISTANCE FOR KC COMMUNITIES FOR ALL AGES**

This Agreement, effective as of **October 1, 2018**, by and between Mid-America Regional Council (MARC) (hereinafter referred to as “MARC”) and the City of Excelsior Springs, Missouri (herein after referred to as “City”).

WHEREAS, the Board of Directors of CCSS desires to assist cities in Clay County to achieve recognition as a KC Communities for All Ages’ city; and

WHEREAS, the Board of Directors of CCSS the offers funding to support programs to improve the health, nutrition, and quality of life of Clay County residents sixty years of age or older; and

WHEREAS, CCSS seeks to fulfill this purpose by contracting with independent providers of service to serve eligible recipients;

WHEREAS, MARC and CCSS have agreed to provide technical assistance services to the City for this endeavor; and

WHEREAS, MARC warrants that it is capable and will provide the services described in this Agreement at the agreed upon rate; and

WHEREAS, CCSS and the City agree to equally share in the cost of the technical services provided by MARC to the maximum specified below

NOW, THEREFORE, the parties hereto agree as follows:

1. Services of MARC: CCSS and the City hereby agree to engage MARC, and MARC hereby agrees to perform the services as set forth in the Agreement.

2. Time of Performance: The services of MARC are to commence on or after November 1, 2018 and shall be completed by November 1, 2020.

3. Scope and Location of Services: MARC shall provide and carry out to the satisfaction of CCSS and the City the service of implementing the MARC Kansas City Communities for all Ages “KCCOA” recognition program as specified in Attachment A.

A. MARC will provide technical assistance and facilitation to the City who has indicated its desire to participate in the MARC Kansas City Communities for all Ages recognition program.

B. **CCSS and the City agree to equally share the cost for the technical assistance, each in the amount of \$375 so that MARC may assist the city in participating in the recognition program at the Gold Level.**

4. Compensation and Method of Payment: Upon completion of the technical assistance services by MARC for the City, MARC will invoice CCSS and the City for their respective share of the cost. Payment by CCSS and the City to MARC shall be made with sixty (60) days of receipt of the invoice.

5. Governing Law: This Agreement shall be governed and interpreted according to the laws of the State of Missouri.

IN WITNESS WHEREOF, CCSS and Contractor have executed this Agreement as of the date first written above.

Contractor:
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105

By: _____
Print Name Title

Signature

City of Excelsior Springs, Missouri
Address of City _____

By: _____
Print Name Title

Signature

ATTACHMENT A – SCOPE OF SERVICES

Bronze Level — \$2,000 (Amount amended for Excelsior Springs MO) COMPLETED

- **MARC Responsibilities**

- Opening planning meeting with staff and officials.
- One to two citizen focus groups.
- Two to four Communities for All Ages awareness presentations.
- Staff assistance in fulfilling Bronze level requirements.
- Wrap up meeting with staff and officials.

- **City requirements**

- Adoption of resolution of city council to participate in the Communities for All Ages program.
- Enable and participate in presentations to governing body and relevant commissions on age-friendly communities and the Communities for All Ages program.

- **Other requirements**

- Designate lead staff person to support city involvement, including responsibility to submit application for Bronze level recognition.
- Organization and hosting of focus groups and meetings, including recruitment of focus group participants
- Two of the following four items:
 - Hold at least one community meeting to discuss Communities for All Ages issues and present information.
 - Prepare written materials on age-friendly communities and distribute to the public.
 - Establish a speakers' bureau to share information with neighborhood groups, businesses and civic groups.
 - Put information about demographic changes and Communities for All Ages on city website.

Silver Level — \$1,500

- **MARC Responsibilities**

- Planning meeting with staff and officials.
- Facilitation of up to six assessment meetings with assessment committee.
- Assistance in preparing final assessment.
- Assistance in presenting final assessment to governing body.

- **City requirements**

- Provide lead staff person, including responsibility to submit application for Silver level recognition.
- Appointment of new citizen-based assessment committee or assignment of assessment to existing city committee.

- Arranging and hosting meetings for assessment committees.
- Preparation of final assessment report.
 - Presentation of assessment report to governing body.

Gold Level — \$750

- **MARC Responsibilities**

- Assistance in developing elements of Communities for All Ages plan or incorporation of Communities for All Ages into existing plan based on assessment.
- Assistance in presentation and adoption of Communities for All Ages plan.

- **City requirements**

- Provide lead person, including responsibility to submit application for Gold level recognition.
- Identification of Communities for All Ages plan or incorporation into existing plan.
- Plan preparation and community engagement.
- Adoption of plan by governing body.

\$3,000 Bronze Level (\$1,500 per city, and \$1,500 Clay County Senior Services)
(Amended for Liberty - \$1,000 per city and CCSS)

\$1,500 Silver Level (\$750 per city, and \$750 Clay County Senior Services)

\$ 750 Gold Level (\$375 per city, and \$375 Clay County Senior Services)

\$5,250



Police

Council Meeting 10/1/2018

To: Mayor and City Council
From: Clinton D. Reno, Chief of Police
Date: 9/24/2018
RE: Consideration of School Resource Officer MOU Agreement - Resolution No. 1139

After many years of a successful partnership with the Excelsior Springs School District to provide School Resource Officers (SROs), it is now being recommend by groups like the Missouri School Board Association (MSBA) and the National Association of School Resource Officers (NASRO) that school districts and police departments have a formal written agreement regarding the SRO program.

The primary objective of the SRO agreement establishes that the SROs are employees of the police department, and not school district employees. This provides legal protections to both the city and the school district. The agreement also addresses expected costs and terms, and helps formalize the relationship between the school district and the police department.

The Excelsior Springs School Board has already approved the agreement as presented, which currently includes two (2) SRO positions. At their most recent meeting, the board approved the addition of a third SRO position, which I believe we will be unable to fill until next school year. Next year, a new agreement will be drafted which will include that change.

Please consider a resolution to authorize the City Manager and the Chief of Police to execute the School Resource Officer Agreement as presented.

Clinton D. Reno, Chief of Police

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	9/27/2018
School Resource Officer Agreement	Backup Material	9/24/2018

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT
BETWEEN THE CITY OF EXCELSIOR SPRINGS AND THE
EXCELSIOR SPRINGS SCHOOL DISTRICT FOR A SCHOOL
RESOURCE OFFICER**

WHEREAS, the City Council of the City of Excelsior Springs, Missouri (the “City”), recognizes the Excelsior Springs Police Department (ESPD) has a long-standing commitment to the development of trusting relationships between law enforcement and the faculty, staff and students of schools within Excelsior Springs; and

WHEREAS, the City finds it in the best interest of the City to authorize and approve the agreement to provide School Resource Officers from the Excelsior Springs Police Department to the Excelsior Springs School District for the academic year 2018-2019, under the “Agreement” attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Excelsior Springs, Missouri is hereby authorized to approve the agreement for the academic year 2018-2019 between the ESPD and the School District.

THIS RESOLUTION PASSED AND APPROVED THIS ____ DAY OF _____, 2018.

APPROVED:

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is entered into by and between **Excelsior Springs School District**, a political subdivision of the State of Missouri, herein "School District," and the **City of Excelsior Springs**, a political subdivision of the State of Missouri, herein "Excelsior Springs."

WHEREAS, the Excelsior Springs Police Department (ESPD) has a long-standing commitment to the development of trusting relationships between law enforcement and the faculty, staff, and students of schools within Excelsior Springs; and

WHEREAS, ESPD wishes to continue to provide services to School District in the form of School Resource Officers in their respective schools; and

WHEREAS, the School District has agreed to provide a reimbursement to the city for the costs of said services at the rate of Seventy-Five Percent of the base salary and benefits (75%), plus overtime pay for school district-related activities when applicable to hours worked, of the two (2) assigned police officers; and

WHEREAS, for the academic year 2018-2019, the reimbursement would not exceed **\$100,275.98**, payable on or before June 30, 2019; and

WHEREAS, the parties have the authority to enter into this cooperative agreement pursuant to RSMo Sec. 70.220 for the purposes herein stated;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements in this document, Excelsior Springs, by and through the Excelsior Springs Police Department, and the School District, agree as follows:

1. **SCHOOL RESOURCE OFFICERS.** The City of Excelsior Springs will provide two (2) Missouri POST commissioned/licensed law enforcement officers for the School District, with one officer based at the High School and one officer based at the Middle School. Both officers can jointly provide services to all schools of the district, however law enforcement action can only be taken at schools within the jurisdiction of the Excelsior Springs Police Department. School Resource Officers (SROs) shall remain under the operational control and supervision of ESPD.
2. **PAYMENT.** The City will submit an invoice to the School District by May 15, 2019 reflecting the salary and benefits as described above, and the actual overtime

hours worked by SROs through that date; and the School District shall pay said invoice, not to exceed **\$100,275.98**, on or before June 30, 2019, as a reimbursement for the SRO services provided herein during the term of this Agreement. The parties shall renegotiate the payment due for any renewal of this Agreement based on the figure determined by a calculation of 75% of the salary and benefits, plus overtime hours of the assigned police officers for that renewal term.

3. TERM. This Agreement shall remain in full force and effect through the regular 2018-2019 academic year, or until June 30, 2019, whichever occurs first.
4. ASSIGNMENT. Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
5. SOLE BENEFIT OF PARTIES. This Agreement is for the sole benefit of the School District and the City. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. RELATIONSHIP OF PARTIES. Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
7. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Clay County, Missouri.
8. BINDING ON SUCCESSORS. The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
9. COMPLETE AGREEMENT. All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.
10. AUTHORITY OF SIGNATORIES. Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

Excelsior Springs School District

City of Excelsior Springs, Missouri

By: Charles (Tray) Harkins, III
President – Board of Education

By: Molly McGovern, City Manager

Dated: _____

Dated: _____

Excelsior Springs Police Department

By: Clinton D. Reno, Chief of Police

Dated: _____



Police

Council Meeting 10/1/2018

To: Mayor and City Council
From: Clinton D. Reno, Chief of Police
Date: 9/19/2018
RE: Consideration of Change Order #1 - MARRS Radio System - Resolution No. 1140

At the March 19th, 2018 City Council meeting, the Police Department presented a request to utilize \$500,000.00 of Capital Improvement funds and \$500,000.00 of Public Safety Sales Tax funds for our MARRS radio project contract with Motorola, which was approved.

The total amount of the project included a 10% contingency because we knew that the one unknown in this project was our tower situation. We knew our tower structure would need to be structurally improved to hold additional equipment and antennas, but we didn't know to what extent. After starting the project, two separate engineering reports on the tower (commissioned by Motorola as part of our project) revealed that our tower was substantially inadequate and not capable of being improved enough to hold the necessary equipment that is part of the MARRS system. Apparently, when the tower was originally built in 2001, it was sized only to hold the minimum equipment needed for our radio improvement project occurring at that time. Over the years, some additional equipment has been added to the existing tower and it is currently overloaded, and at risk of failure. Our only viable option at this point is to add a new tower near the existing Siloam site that would be sized appropriately for the new MARRS equipment, and provide 50% additional capacity for future growth. We would also remove some equipment from the existing tower and move it to the new tower to bring our existing tower into safety compliance, so it can continue to be used.

We have been working with Motorola and our consultant, Tusa Consulting, to arrive at what we believe is the best possible price to add a new 180' tower at the Siloam site. We will be able to use the existing equipment building and generator at the base of the tower site so we can avoid those additional expenses. The negotiated price for the new tower is \$199,853.00. This includes all construction and installation, with the exception of new chain-link fencing and gravel work that will be needed to expand the current compound perimeter to include the new tower footprint.

At the September 10th, 2018 Capital Improvements Authority meeting, the police department requested an additional allocation of \$100,000.00 (or 50% of tower expense) for our MARRS project, which was unanimously approved. At the September 18th meeting of the Public Safety Sales Tax Oversight Committee meeting, the police department made the same request of an additional \$100,000.00 in funding, and it too was unanimously approved. We intend to leave the current contingency funds in place for any further unexpected costs, such as the fencing and gravel work at the site, as mentioned previously.

We respectfully request and are seeking approval of a resolution to approve Change Order #1 and

an additional \$200,000.00 funded jointly by the Capital Improvement Tax fund and Public Safety Sales Tax fund.

Thank you for your consideration. Police department staff, as well as our Motorola representative, and our consultant will be at the City Council meeting to answer any further questions you may have.

Clinton D. Reno, Chief of Police

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	9/25/2018
Motorola Change Order 1	Backup Material	9/24/2018

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND APPROVING CHANGE ORDER
NO. 1 IN AN AMOUNT NOT TO EXCEED \$199,853.00 TO THE
AGREEMENT BETWEEN THE CITY OF EXCELSIOR SPRINGS,
MISSOURI AND MOTOROLA SOLUTIONS, INC. FOR EQUIPMENT
AND INSTALLATION OF SABRE TOWER FOR THE METROPOLITAN
AREA REGIONAL RADIO SYSTEM**

WHEREAS, by Ordinance No. 18-03-04, passed and approved March 19, 2018, the City approved a contract with Motorola Solutions, Inc. for equipment and construction services for the Metropolitan Area Regional Radio System ("MARRS") Project (the "Agreement"); and

WHEREAS, the City Council finds it in the best interest of the City to authorize and approve Change Order No. 1 under the Agreement to provide for purchase and installation of a Sabre 180 foot self-supporting tower, Model No. S3TL, as described in Exhibit 1 attached hereto at a lump sum increase in cost of \$199,853.00, and

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and the Chief of Police of the City of Excelsior Springs, Missouri are hereby authorized to execute Change Order No. 1 as described in Exhibit 1 hereto at an increase in cost of \$199,853.00, with \$100,000.00 from the Public Safety Sales Tax Fund, as recommended by the Public Safety Sales Tax Oversight Committee, and \$99,853.00 from the Capital Improvements Fund, as recommended by the Capital Improvements Board, resulting in a revised maximum contract amount of \$1,100,94.95 pursuant to all other terms of the Agreement.

THIS RESOLUTION PASSED AND APPROVED THIS ____ DAY OF _____, 2018.

APPROVED:

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Change Order No. 001

Date: 09/05/2018

Project Name: Excelsior Springs, MO

Customer Name: City of Excelsior Springs, MO

Customer Project Mgr: Lt. Larry Tarrant

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

To add the following to Motorola Solutions' scope of work:

Provide and install (1) Sabre 180 ft. self-supporting tower, model no. S3TL, designed with the capacity and capability as per the attached document from Sabre Industries. Includes foundation (per Sabre's design), grounding per R56 standards, shipping/off-loading, and appropriate drawings/documentation.

Contract # PO # 004829

Contract Date: 3/19/2018

In accordance with the terms and conditions of the contract identified above between The City of Excelsior Springs, MO and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$ 901,095.95
Previous Change Order amounts for Change Order numbers <input type="text" value="na"/> through <input type="text" value="na"/>	\$ 0.00
This Change Order:	\$ 199,853.00
New Contract Value:	\$ 1,100,948.95

Completion Date Adjustments

Original Completion Date:	12/31/18
Current Completion Date prior to this Change Order:	12/31/18
New Completion Date:	08/31/19

Changes in Equipment: *(additions, deletions or modifications)* **Include attachments if needed**

(1) Sabre 180 ft. self-supporting tower, model no. S3TL, with foundation, grounding, antenna mounts, as per attached.

Changes in Services: *(additions, deletions or modifications)* **Include attachments if needed**

To include the installation of the tower foundation, the erection of the tower, grounding work, and necessary documentation. A&E services are included, including standard NEPA (National Environmental Policy Act) and SHPO (State Historical Preservation) fees, but potential THPO (Tribal Historic Preservation) costs are not, as those cannot be determined at this time.

Schedule Changes: *(describe change or N/A)*

Extend expected completion date to 08/31/2019.

Pricing Changes: *(describe change or N/A)*

Increase contract amount by \$199,853.00 to \$1,100,948.95.

Note: This does not include cost for Years 2 – 6 Life Cycle Support Plan (a purchase order has not yet been issued for the Life Cycle Support Plan).

Customer Responsibilities: *(describe change or N/A)*

Customer responsible for any landscaping improvements needed prior to construction or after construction, including the extension of the compound fence, grass seeding, weed mats and gravel, and any tree trimming or removal. Potential THPO (Tribal Historic Preservation) costs are yet to be determined, if necessary.

Payment Schedule for this Change Order:

(describe new payment terms applicable to this change order)

Payment schedule for this change order (follows contract payment schedule):

25% upon change order execution:	\$49,963.25
25% upon shipment of the tower:	\$49,963.25
25% upon tower installation:	\$49,963.25
15% upon Coverage ATP completion:	\$29,977.95
10% upon Final Acceptance:	\$19,985.30

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.
Customer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reviewed by:



Motorola Solutions Project Manager

Date: 09/05/18



Fire
Council Meeting 10/1/2018

To: Mayor and City Council
From: Fire Chief Paul Tribble
Date: 9/24/2018
RE: Consideration of Self-Contained Breathing Apparatus - Ordinance No. 18-10-01

RECOMMENDED ACTION: Approval of the ordinance to expend Assistance to Firefighters Grant Funds not to exceed \$174,405 Federal share (Total of grant \$183,125) and to expend Public Safety Sales Tax funds not to exceed \$8,720 to replace 27 Self-Contained Breathing Apparatus and equipment as bid by Feld Fire, Carroll, IA.

SUMMARY:

- Over the last 18 years, ESFD has responded to numerous emergency calls that require firefighters to don their Self-Contained Breathing Apparatus (SCBA). The SCBA that sits on the firefighter's back is the only thing that protects them from the harmful gases that is inherent in firefighting. The SCBA has four components; the tank, the mask, the Personal Alert Safety System (PASS), and the air transfer/monitoring system.
- The current batch of SCBAs were purchased as part of the 2005 Assistance to Firefighters Grant (AFG). The tank has a life expectancy of 15 years; only 2-3 years before they were to be replaced.
- In January of 2018, Fire department staff applied for the 2017 AFG for the replacement of 27 Self-Contained Breathing Apparatus to replace the aging SCBA.
- In August of 2018, we received notification that we were awarded another AFG in the amount of \$183,125 (Federal share \$174,405, ESFD share \$8,720) to replace the SCBA.
- Fire department staff contacted four manufacturers (SCOTT, MSA, Drager, and DELTAIR) of SCBA to request demonstrations.
- Fire department staff went out for sealed bids, bid specs were sent to the four manufacturers (SCOTT, MSA, Drager, and DELTAIR) an Ad was in the local newspaper on August 29th and September 5th.
- Fire department staff received three bids from Conrad Fire Equipment (MSA) of Olathe, KS, Feld Fire (SCOTT) of Carroll, IA, and Alex Air (Drager) Alexandria, MN. Opened on September 12th. Heiman Fire (DELTAIR) did not submit a bid.
- On September 18, 2018, at 1600 hours, a meeting of the Public Safety Sales Tax (PSST) Oversight Committee was held, they unanimously approved our request for the ESFD share (\$8,720) to come from PSST funds.
- Fire department staff is asking for the approval of the ordinance to expend \$8,720 of Public Safety Sales Tax funds for the fire departments share of the AFG to replace 27 SCBA as quoted by Feld Fire of Carroll, IA (\$178,158.15).

BACKGROUND:

As part of the 2005 Assistance to Firefighters Grant, the Excelsior Springs Fire Department (ESFD) was

able to purchase Self-Contained Breathing Apparatus (SCBA). Since 2005, ESFD has responded to numerous alarms that require firefighters to don SCBA (this is the tank and breathing system that allows firefighters to enter dangerous environments where normal breathing is deadly). Once a firefighter has entered an Immediately Dangerous to Life and Health (IDLH) environment, the SCBA is the only thing that keeps him from inhaling deadly toxins (sometimes superheated gasses). The SCBA is a necessary part of a firefighter's ability to survive, any failure in this system is deadly. The SCBA that sits on the firefighter's back is the only thing that protects them from the harmful gases that is inherent in firefighting. The SCBA has four components; the tank, the mask, the Personal Alert Safety System (PASS), and the air transfer/monitoring system. The tank has a life expectancy of 15 years, we would only have had another 2-3 years before our tanks would have to be replaced.

In January of 2018, Fire department staff applied for the 2017 AFG for the replacement of 27 Self-Contained Breathing Apparatus to replace the aging SCBA.

In August of 2018, we received notification that we were awarded another AFG in the amount of \$183,125 (Federal share \$174,405, ESFD share \$8,720) to replace the SCBA.

Fire department staff contacted four manufacturers (SCOTT, MSA, Drager, and DELTAIR) of SCBA to request demonstrations of their SCBA...all four provided models to demonstrate. They allowed our firefighters to evaluate each model and manufacturer.

Fire department staff went out for sealed bids, bid specs were sent to the four manufacturers (SCOTT, MSA, Drager, and DELTAIR) of the highly specialized SCBA equipment. Fire department staff ran an advertisement in the local newspaper on August 29th and September 5th.

Fire department staff received three bids to replace the aging SCBA from Conrad Fire Equipment (MSA) of Olathe, KS, Feld Fire (SCOTT) of Carroll, IA., and Alex Air (Drager). The three bids were opened on September 12th, at 0900 hours. Note: Feld Fire's quote was all inclusive, Conrad & Alex Air's quotes required adding in accessories to match the same SCBA that Feld Fire quoted, so we were comparing the same SCBA's...this made Feld Fire's quote the lowest.

On September 18, 2018, at 1600 hours, a meeting of the Public Safety Sales Tax (PSST) Oversight Committee was held, they unanimously approved our request for the ESFD share (\$8,720) to come from PSST funds.

On September 19, 2018 at 0900 hours, a meeting of all available fire department staff met in the training room and voted on which SCBA best meets the need of the fire department, each member had a vote. At a vote of 12 (SCOTT); 9 (MSA); 1 (Drager). SCOTT SCBA, was voted by the department members to be the SCBA.

Fire department staff is asking for the approval of the ordinance to expend \$8,720 of Public Safety Sales Tax funds for the fire departments share of the AFG to replace 27 SCBA as quoted by Feld Fire, of Carroll, IA.

PREVIOUS ACTION: Approved by the PSST Oversight Committee on September 18, 2018.

ATTACHMENTS: Bid Tally Sheet & quotes.

CONCLUSION: On behalf of the entire staff, we would like to "Thank you" for your consideration of this ordinance.

I will be present at your regular scheduled Council Meeting on Monday, October 1, 2018 to formally propose this request to you, and answer any questions you may have.

In advance, please accept the gratitude of the entire fire department staff for your continued support.

Fire Chief Paul Tribble

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Cover Memo	9/26/2018
Bid Tally Sheet & Quotes	Cover Memo	9/24/2018

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$174,405.00 FROM THE ASSISTANCE TO FIREFIGHTERS GRANT FUNDS AND AN AMOUNT NOT TO EXCEED \$8,720.00 FROM THE PUBLIC SAFETY SALES TAX FUND AND AUTHORIZING THE CITY OF EXCELSIOR SPRINGS TO PURCHASE SELF-CONTAINED BREATHING APPARATUS AND EQUIPMENT

WHEREAS, the City Council of the City of Excelsior Springs, Missouri (the “City”) has determined that the expenditure not to exceed \$174,405.00 from the Assistance to Firefighters Grant Funds and an amount not to exceed \$8,720.00 from the Public Safety Sales Tax Fund, as recommended by the Public Safety Sales Tax Oversight Committee, for the purchase of 27 Self-Contained Breathing Apparatus and Equipment (the “Equipment”) is necessary for the safety and benefit of the public, and

WHEREAS, the Fire Department of the City solicited and received competitive bids and selected Feld Fire (“Feld”) for provision of the Equipment; and

WHEREAS, the City and Feld have reached agreements concerning the provision of and payment for such Equipment.

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

Section 1. The City of Excelsior Springs shall enter into an agreement whereby Feld shall provide the Equipment to the City at the rates set forth in the Bid attached hereto as Exhibit A in an amount not to exceed One Hundred Seventy-Four Thousand Four Hundred Five and 00/100 Dollars (\$174,405.00) from the Firefighters Grand Funds and in an amount not to exceed Eight Thousand Seven Hundred Twenty and no/100 Dollars (\$8,720.00) from the Public Safety Sales Tax Fund.

Section 2. The payment of funds to Feld as provided in the Bid is approved, and the City Manager is authorized to take such other actions reasonably necessary to carry out the intent of this Ordinance on behalf of the City.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

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

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2018.

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

**EXCELSIOR SPRINGS FIRE DEPARTMENT
BID TALLY SHEET**

ITEM DESCRIPTION 27 Self Contained Breathing Apparatus

DATE September 12, 2018

VENDOR	MODEL/PART #	PRICE	SHIPPING	NOTES/EXCEPTIONS
Alex Air <i>Mark Skinelien</i>	<i>Drager PSS 7000 SCBA w/ 7000 Sentinel</i>	<i>153,234.75</i>	<i>included in bid</i>	<i>accessories listed Separately not included in total.</i>
Conrad Fire Safety <i>Adam Payne</i>	<i>4500 psi G1 SCBA - MSA</i>	<i>168,912.00</i>	<i>included in bid</i>	<i>Quick connect adapter included other options listed Separately</i>
Feld Fire <i>Greg Pottberg</i>	<i>Scott 4.5x3 Pro SCBA</i>	<i>172,158.15</i>	<i>included in bid</i>	<i>Voice Amp included in Quote snapchange cylinder included and voice amp bracket other accessories listed Separately</i>
Heiman Fire				<i>No bid received</i>
<i>No public vendors attending</i>				

SIGNATURE *Sarah Davis*

Chief,

SCOTT pack; Feld quote: total for council approval is \$178,158.15

MSA pack; Conrad quote: total for council approval is \$179,562.00

Drager pack; Alex Air quote: total for council approval is \$182,043.75



Customer ID: 1138190

113 N. Griffith Rd., Carroll, IA 51401 800.568.2403 712.792.6658 sales@feldfire.com

CONRAD FIRE EQUIPMENT, INC.

887 N. Jan-Mar Court Olathe, KS 66061

www.CONRADFIRE.com

(913) 780-5521

(800) 779-5521

(913) 780-5251 Fax

QUOTATION 134898

CUSTOMER NO.

1213

BILL TO:

EXCELSIOR SPRINGS FD
1120 TRACY AVE
EXCELSIOR SPRINGS, MO 64024

SHIP TO:

EXCELSIOR SPRINGS FD
1120 TRACY AVE
EXCELSIOR SPRINGS, MO 64024

PHONE: 816/630-3000

PAGE 1

FAX: 816/630-9530

DATE		SHIP VIA	F.O.B.	TERMS	
08/30/18		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
SCBA		08/30/18	137 137		134898
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
27		MSA-G1FS442MA1C2LAA	4500PSI G1 SCBA	4,435.00	119,745.00
54		MSA-10156424-SP	CYL 4500PSI, 45 MIN LOW PROFILE	750.00	40,500.00
54		MSA-10149702-SP	QUICK CONNECT ADAPTER 4500/550	38.75	2,092.50
27		MSA-10156459	G1 FACEPIECE MEDIUM	232.00	6,264.00
27		R&B.940IM-RD	SCBA MASK BAG FLANNEL LINED	11.50	310.50
Product Total		Discount	Freight	Taxable Amount	Tax
168,912.00		0.00	0.00	168,912.00	0.00
				Misc. Amt.	QUOTATION TOTAL
					168,912.00
"WE APPRECIATE YOUR BUSINESS"					
RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.					

CONRAD FIRE EQUIPMENT, INC.

887 N. Jan-Mar Court Olathe, KS 66061
www.CONRADFIRE.com
(913) 780-5521
(800) 779-5521
(913) 780-5251 Fax

QUOTATION
134893

CUSTOMER NO.
1213

BILL TO:

EXCELSIOR SPRINGS FD
1120 TRACY AVE
EXCELSIOR SPRINGS, MO 64024

SHIP TO:

EXCELSIOR SPRINGS FD
1120 TRACY AVE
EXCELSIOR SPRINGS, MO 64024

PHONE: 816/630-3000
FAX: 816/630-9530

PAGE 1

DATE		SHIP VIA	F.O.B.	TERMS	
08/30/18		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
TELEMETRY OPTION		08/30/18	137 137		134893
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
27		MSA-G1TELEMETRY	TELEMETRY OPTION G1 UPGRADE	350.00	9,450.00
1		MSA-10072240	BASE STATION KIT	1,275.00	1,275.00
			MAY WANT MORE, DEPENDING ON HOW MANY STATIONS THE DEPARTMENT WANTS TO SET UP.		
1		MSA-10158407	RFID READER/WRITER FOR G1	370.00	370.00
			MAY WANT MORE, DEPENDING ON HOW MANY STATIONS THE DEPARTMENT WANTS TO SET UP.		
27		MSA-10083875	"TAG ASSY:ELECTRONIC ID,FIREHA	23.50	634.50
			MAY WANT MORE TAGS DEPENDING ON HOW THE DEPARTMENT WISHES TO SET UP THIS SYSTEM.		
Product Total		Discount	Freight	Taxable Amount	Tax
11,729.50		0.00		11,729.50	0.00
				Misc. Amt.	QUOTATION TOTAL
					11,729.50
"WE APPRECIATE YOUR BUSINESS"					
RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.					

887 N. Jan-Mar Court Olathe, KS 66061
www.CONRADFIRE.com
(913) 780-5521
(800) 779-5521
(913) 780-5251 Fax

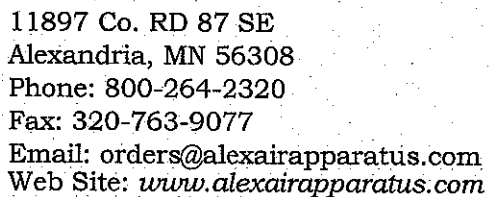
CUSTOMER NO.
1213

SHIP TO:

EXCELSIOR SPRINGS FD
1120 TRACY AVE
EXCELSIOR SPRINGS, MO 64024

PAGE 1

DATE	SHIP VIA	F.O.B.	TERMS		
08/30/18	GROUND		NET 30 DAYS		
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER		
FIT TEST	08/30/18	137 137	134896		
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
ORDERED	SHIPPED				
27		CON.PORTA-FIT-TEST	PORTA-FIT-TEST (PER PERSON)	25.00	675.00
1		LAB,T003	TRAVEL TIME	525.00	525.00
			TRAVEL TIME FOR THREE DAYS OF		
			FIT TESTING		



Date	Customer PO
8/22/2018	

Excelsior Springs Fire Department
1120 Tracy Ave
Excelsior Springs, Missouri 64024

Excelsior Springs Fire Department
1120 Tracy Ave
Excelsior Springs, Missouri 64024

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX

Authorized Signature of Approval

TOTAL: \$153,234.75



11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: orders@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
8/22/2018	

BILL TO
Excelsior Springs Fire Department 1120 Tracy Ave Excelsior Springs, Missouri 64024

SHIP TO
Excelsior Springs Fire Department 1120 Tracy Ave Excelsior Springs, Missouri 64024

			S.O. #	Promise Date	Terms	Sales Rep	
					N30	Billy Hurt	
P.O.#	QTY	STOCK ORDER	PART NUMBER	DESCRIPTION		PRICE (Each)	PRICE (Extended)
				VOICE AMP OPTIONS			
			R62754	Draeger FPS COM 5000 Voice Amp		\$434.00	
				OR			
	27		R61323	Draeger FPS COM 7000 Voice Amp w/ Team Talk		\$1,067.00	
				Add \$125.00 For Communication Cable or Bluetooth			
				OTHER OPTIONS			
			3357116	Draeger Fill Station Quick Connect Adaptor		\$560.50	
				"Need One Per Fill Position"			
			4050009	Draeger Lifeguard II Complete Kit- Includes:		\$3,179.00	
				4500psi/60min Cyl, RIT Bag, Dual Line RIT			
				Hose, Mask, & LDV			
			4059430	Draeger SCBA Hard Case		\$135.00	
			R56230	Draeger Spectacle Kit		\$78.00	

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT
 FORMS WILL BE CHARGED APPLICABLE SALES TAX

*FREIGHT PREPAID & ADDED

*F.O.B SHIPPING POINT

*THIS IS NOT AN INVOICE

Authorized Signature of Approval

SHIPPING:

Tax Rate

SUB:

TAX:

TOTAL:

28,809.00



Fire
Council Meeting 10/1/2018

To: Mayor and City Council
From: Fire Chief Paul Tribble
Date 9/26/2018
RE: Self-Contained Breathing Apparatus Air Compressor - Ordinance No. 18-10-02

RECOMMENDED ACTION: Approval of the ordinance to expend \$21,125.00 of Public Safety Sales Tax funds to replace the 2001 SCBA Air Compressor as quoted by Conrad Fire Equipment, of Olathe, KS.

SUMMARY:

- Over the last 18 years, ESFD has responded to numerous emergency calls that require firefighters to don their Self-Contained Breathing Apparatus (SCBA). The SCBA will hold 4500 psi of air in each tank, which should last the average firefighter approximately 30 minutes of work time with it on (depending on the work).
- The SCBA compressor is what fills the air tanks after each use.
- The SCBA compressor has ran 1430 hours, which by standards for an SCBA air compressors is an enormous amount of time.
- The SCBA compressor has been repaired multiple times over the last 10 months; parts have become obsolete.
- When the SCBA compressor was purchased 18 years ago, we only had a need to fill air tanks with 3200 psi of air. Since 2001, we had to have modifications made to have the capability to fill 4500 psi tanks, the compressor capabilities never changed. We will be increasing the capabilities of the air compressor with this purchase.
- Fire department staff went out for quote to three manufacturers (Conrad Fire Equipment, Feld Fire, and Heiman Fire) of the highly specialized equipment. Fire department staff received two quotes to replace the aging SCBA air compressor from Conrad Fire Equipment of Olathe, KS. and Feld Fire of Carroll, IA.
- On September 18, 2018, a meeting of the Public Safety Sales Tax Oversight Committee meeting was held at the fire station. The PSST Oversight Committee approved expending the amount of \$27,000 toward the replacement of the SCBA air compressor.
- Fire department staff is asking for the approval of the ordinance to expend \$21,125.00 of Public Safety Sales Tax funds to replace the 2001 SCBA Air Compressor as quoted by Conrad Fire Equipment, of Olathe, KS.

BACKGROUND:

In 2001, the Excelsior Springs Fire Department (ESFD) was able to purchase a Self-Contained Breathing Apparatus (SCBA) filling station. The SCBA filling station is comprised of a

containment system, air storage tanks (6), and compressor (with control center). Since 2001, ESFD has responded to numerous alarms that require firefighters to don SCBA (this is the tank and breathing system that allows firefighters to enter dangerous environments where normal breathing is deadly). Once a firefighter has entered an Immediately Dangerous to Life and Health (IDLH) environment, the SCBA is the only thing that keeps him from inhaling deadly toxins (sometimes superheated gasses). The SCBA is a necessary part of a firefighter's ability to survive, any failure in this system is deadly. Once the firefighter has exited the IDLH environment, the SCBA has to be cleaned and the tank that holds the compressed air has to be refilled. This is where the SCBA filling station comes into play. Our new SCBA will require that the SCBA filling station is capable of filling tanks to 4500 psi. We will be replacing a worn out, overworked, and with the inability to get parts, we are going to upgrade the compressor in the process.

Fire department staff requested quotes from three unique manufacturers of SCBA air compressors, Conrad Fire Equipment, Feld Fire and Heiman. Only Feld Fire and Conrad Fire Equipment submitted a quote.

On September 18, 2018, a meeting of the Public Safety Sales Tax Oversight Committee meeting was held at the fire station. The PSST Oversight Committee approved expending the amount of \$27,000 toward the replacement of the SCBA air compressor.

Fire department staff is asking for the approval of the ordinance to expend \$21,125.00 of Public Safety Sales Tax funds to replace the 2001 SCBA Air Compressor as quoted by Conrad Fire Equipment, of Olathe, KS.

PREVIOUS ACTION: Approved by the PSST Oversight Committee on September 18, 2018.

ATTACHMENTS: Bid Tally Sheet & Conrad Fire Equipment & Feld Fire quotes.

CONCLUSION: On behalf of the entire staff, we would like to "Thank you" for your consideration of this ordinance.

I will be present at your regular scheduled Council Meeting on Monday, October 1, 2018 to formally propose this request to you, and answer any questions you may have.

In advance, please accept the gratitude of the entire fire department staff for your continued support.

Fire Chief Paul Tribble

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Cover Memo	9/26/2018

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$21,125.00 FROM THE PUBLIC SAFETY SALES TAX FUND AND AUTHORIZING THE CITY OF EXCELSIOR SPRINGS TO PURCHASE A SELF-CONTAINED BREATHING APPARATUS AIR COMPRESSOR

WHEREAS, the City Council of the City of Excelsior Springs, Missouri (the “City”) has determined that the expenditure not to exceed \$21,125.00 from the Public Safety Sales Tax Fund, as recommended by the Public Safety Sales Tax Oversight Committee, for the purchase of a Self-Contained Breathing Apparatus Air Compressor (the “Equipment”) is necessary for the safety and benefit of the public, and

WHEREAS, the Fire Department of the City solicited and received competitive bids and selected Conrad Fire Equipment (“Conrad”) for provision of the Equipment; and

WHEREAS, the City and Conrad have reached agreements concerning the provision of and payment for such Equipment.

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

Section 1. The City of Excelsior Springs shall enter into an agreement whereby Conrad shall provide the Equipment to the City at the rates set forth in the Bid attached hereto as Exhibit A in an amount not to exceed Twenty-one Thousand One Hundred Twenty-five and no/100 Dollars (\$21,125.00) from the Public Safety Sales Tax Fund.

Section 2. The payment of funds to Conrad as provided in the Bid is approved, and the City Manager is authorized to take such other actions reasonably necessary to carry out the intent of this Ordinance on behalf of the City.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

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

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2018.

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

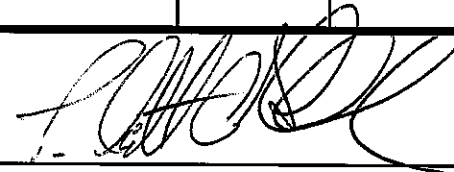
**EXCELSIOR SPRINGS FIRE DEPARTMENT
BID TALLY SHEET**

ITEM DESCRIPTION SCBA air compressor

DATE 08-02-2018

VENDOR	MODEL/PART #	PRICE	SHIPPING	NOTES/EXCEPTIONS
* Conrad Fire Equipment	Bauer legacy Vertecon	\$21,125.00		freight and installation included
Feld Fire	SCOTT simple air compressor	\$ 25,700.00		freight and installation included
Heiman Fire	no bid			no mobile service available

SIGNATURE



887 N. Jan-Mar Court Olathe, KS 66061
www.CONRADFIRE.com
(913) 780-5521
(800) 779-5521
(913) 780-5251 Fax

CUSTOMER NO.
1213

SHIP TO:

EXCELSIOR SPRINGS FD
1120 TRACY AVE
EXCELSIOR SPRINGS, MO 64024

PAGE 1

DATE		SHIP VIA		F.O.B.		TERMS	
08/02/18		GROUND				NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR QUOTE NUMBER	
COMPRESSOR		08/02/18		137 137		134721	
QUANTITY		ITEM NUMBER		DESCRIPTION		UNIT PRICE	
AMOUNT							
ORDERED	SHIPPED						
1		BAA.LEGACY13-E3	LEGACY	VERTECON 13SCFM 3 PHASE		16,175.00	16,175.00
				PLEASE CONFIRM THE ELECTRICAL IS THREE PHASE AS WELL AS THE VOLTAGE.			
1		BAA.LEGACY-CO-RETRO	LEGACY	CO MONITOR		2,700.00	2,700.00
				OPTION TO ADD A CO MONITOR TO THE COMPRESSOR.			
1		BAA.FREIGHT	BAUER	FREIGHT		750.00	750.00
1		BAI.INSTALL	COMPRESSOR	INSTALL		1,300.00	1,300.00
				install, start up and air test			
1		BAI.INSTALL	COMPRESSOR	INSTALL		200.00	200.00
				additional install required if the department choses to go with the co monitor option.			
Product Total		Discount		Freight		Taxable Amount	
Tax		Misc. Amt.		QUOTATION TOTAL			
21,125.00		0.00		0.00		21,125.00	
0.00						0.00	
						21,125.00	
<p align="center">"WE APPRECIATE YOUR BUSINESS"</p> <p align="center">RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.</p>							



Customer ID: 1138190

113 N. Griffith Rd., Carroll, IA 51401 800.568.2403 712.792.6658 sales@feldfire.com



Public Works
Council Meeting 10/1/2018

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Date: 9/25/2018
RE: Consideration of Cameron Road Overlay Project - Ordinance No. 18-10-03

MoDot is currently in the process of overlaying 69 highway from Excelsior Springs to Liberty. With this project, we have worked with them to overlay the Cameron Road crossover or portion in between the north bound and south bound lanes of 69 highway. They have provided a cost estimate of \$24,582.93 for this work. Utilizing their existing contractor will save us money from not having to go thru things such as the bidding process, administration cost, additional mobilization cost, etc. since MoDot has already paid for those items in their project.

The Transportation Trust Authority met on Monday, September 24th, discussed, and approved this additional funds of \$24,582.93 to fund this.

An ordinance has been prepared for your consideration and approval to enter into an agreement with Modot for this project. If you have any questions, please don't hesitate to call me at 630-0755.

Sincerely,

Chad Birdsong, Director of Public Works

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Cover Memo	9/26/2018
Estimate from Modot	Cover Memo	9/25/2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY OF EXCELSIOR SPRINGS, MISSOURI
TO ENTER INTO AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

WHEREAS, the City of Excelsior Springs, Missouri (“City”) has engaged in negotiations with the Missouri Highways and Transportation Commission (“MHTC”) to overlay the Cameron Road crossover between the northbound and southbound lanes of Highway 69 as part of the MHTC overlay of Highway 69 (the “Improvements”); and

WHEREAS, the City and MHTC have reached an agreement concerning the construction of the improvements and the allocation of costs.

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

Section 1. The City of Excelsior Springs is authorized to enter into an agreement with MHTC for the Improvements at a cost not to exceed \$24,582.93.

Section 2. Payment for the Improvements is hereby authorized from the Transportation Trust Fund in the amount of \$24,582.93.

Section 3. The City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

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

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2018.

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



City Council Meetings
Capital Improvements Authority Meeting - 9/24/2018

To: Authority Members
From: Chad Birdsong, Director of Public Works
Date: 9/19/2018
RE: Approval: Request Funds for Cameron Road Overlay Project

After conducting a field review of the project we found that there is a need for additional work at Cameron Road. Please see below for the cost break down to perform the additional work on Cameron Road between northbound and southbound Route 69.

Cameron Road

SQYD = 2240

Direction	Depth IN	SQYD	Tonnage	BP-1 (\$49.78 per Ton)	Gallons	Tack Coat (\$2.10 per Gallon)
WB	1.75	1120	109.4	\$ 5,447.59	134.4	\$ 282.24
EB	5	1120	312.7	\$ 15,564.55	134.4	\$ 282.24
			Total	\$ 21,012.14		\$ 564.48

Traffic Control

\$2,415

Coldmilling at Tie-in

304.8 SQYDY @ \$1.94 per SQYD

\$591.31

Total Cost

\$24,582.93

Chad Birdsong, Director of Public Works



Public Works
Council Meeting 10/1/2018

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Date: 9/25/2018
RE: Consideration of Golf Hill Subdivision Approval, VF Anderson - Ordinance No. 18-10-04

Public Works has been working with Larkin Engineering on the Golf Hill subdivision project. While the sewer portion is under construction, we have gone to bid for the rest of the public element consisting of the grading, street, water, storm, and street lighting improvements. Ten bids were received on September 7th, and the low bid was submitted by VF Anderson in the amount of \$724,041.50. The engineer's estimate was \$945,565.00.

We have worked with VF Anderson on multiple water line improvements and the 2017 streetscape project and they are a very qualified contractor. Included with this letter is the bid tab, engineers recommendation letter, a proposed list of their major subcontractors, a previous project listing, their Affidavit of Compliance for E verify, Bid Bond, and Cooperate license.

At this time, we recommend accepting the bid from VF Anderson and a resolution has been prepared and is attached for your consideration and approval of their submitted bid for \$724,041.50.

If you have any questions regarding this matter, please don't hesitate to call me.

Chad Birdsong, Director of Public Works

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Cover Memo	9/26/2018
Contract - VF Anderson	Exhibit	9/26/2018
Engineer recommendation letter	Cover Memo	9/25/2018
Bid Tab	Cover Memo	9/25/2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY OF EXCELSIOR SPRINGS, MISSOURI
TO ENTER INTO AN AGREEMENT WITH V.F. ANDERSON BUILDERS LLC FOR
CONSTRUCTION SERVICES FOR THE GOLF HILL SUBDIVISION PUBLIC
ELEMENT IMPROVEMENTS PROJECT**

WHEREAS, the City Council of the City of Excelsior Springs, Missouri (the “City”) has determined that the expenditure of funds from the Capital Improvements Fund, as recommended by the Capital Improvements Board, for the construction services of grading, street, water, storm and street lighting improvements for the Golf Hill Subdivision Public Element Improvements (the “Project”) in an amount not to exceed \$724,041.50 is necessary for the benefit of the public, and that the expenditure is for a capital improvement as authorized by Section 94.577, RSMo., and

WHEREAS, the City has solicited and received competitive bids and V. F. Anderson Builders LLC. (“Contractor”) was selected as the best bid for provision for the Project (the “Services”); and

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

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

Section 1. The City of Excelsior Springs shall enter into an agreement whereby Contractor shall provide the Services to the City at the rates set forth in the Agreement attached hereto and incorporated herein as Exhibit A (the “Agreement”) in an amount not to exceed \$724,041.50 for the grading, street, water, storm and street lighting improvements from the Capital Improvements Fund.

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

Section 3. The City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This ordinance shall be in full force and effect immediately upon its passage and adoption as provided by law.

INTRODUCED IN WRITING, read by title two times, passed and approved on the ____ day of _____, 2018.

ATTEST:

Bradley T. Eales, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

**AGREEMENT BETWEEN
CITY OF EXCELSIOR SPRINGS AND**

**FOR
GOLF HILL ESTATES SUBDIVISION PROJECT**

CONTRACTOR: _____

ORDINANCE NO.: _____

CONTRACT PRICE: \$ _____

AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR

GOLF HILL ESTATES SUBDIVISION PROJECT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2018,
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 achieve substantial completion (as defined in Article V, Paragraph F of this Agreement) of all the Work not later than May 15, 2019 as indicated in the Notice to Proceed for commencement of performance of the Work. If Contractor fails to achieve substantial completion of all the Work by May 15, 2019, Contractor shall pay City \$600.00, as liquidated damages and not as a penalty, for each day after May 15, 2019, until substantial completion of all the Work is achieved. Contractor shall achieve final completion of all the Work not later than June 1, 2019 as indicated in the Notice to Proceed, for commencement of performance of the Work. If Contractor fails to achieve final completion of all the Work by June 1, 2019, Contractor shall pay City \$600.00, as liquidated damages and not as a penalty, for each day after the June 1, 2019 until final 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 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:

Construction of the Golf Hill Estates Subdivision

(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: Golf Hill Estates Subdivision Project, Excelsior Springs. MO.

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| 14. | STM-03 THRU STM-05 STORM SEWER PLAN/PROFILE SHEET |
| 15. | STM-06 STORM SEWER PLAN/PROFILE SHEET |
| 16. | STM-07 STORM SEWER PLAN/PROFILE SHEET |
| 17. | DETENTION BASIN PLAN SHEET |
| 18. | WAT-01 WATER MAIN PLAN/PROFILE SHEET |
| 19.-20. | WAT-02 WATER MAIN PLAN/PROFILE SHEETS |
| 21. | WATER MAIN CONNECTION AND DETAIL SHEETS |
| 22. | PRE-CLEARING EROSION CONTROL PLAN SHEET |
| 23. | INACTIVE AREA EROSION CONTROL PLAN SHEET |
| 24. | FINAL RESTORATION EROSION CONTROL PLAN SHEET |
| 25. | STREET LIGHTING PLAN AND DETAILS |
| 26. | DETENTION BASIN PLANTING PLAN |
| 27. | DETENTION BASIN PLANTING DETAILS |
| 28.-32. | DETAIL SHEET |

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 , 2018, 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 _____, 2018, 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, GOLF HILL ESTATES SUBDIVISION 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):

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	L.S.	1		
2	Clearing, Grubbing, Demolition	L.S.	1		
3	Milling (2" Max)	S.Y.	690		
4	Asphaltic Concrete Surface (2") (Type 5 Modified)	Ton	334		
5	Asphaltic Concrete Base (6") (Type 5 Modified)	Ton	786		
6	Fly Ash	Ton	135.5		
7	Manipulation for Fly Ash Treated Subgrade (8")	S.Y.	2724		
8	Type I Street Repair	S.Y.	95.1		
9	Curb and Gutter Combined (Type A) (Remove and Replace)	L.F.	295		
10	Curb and Gutter Combined (Type A)	L.F.	1735		
11	Sidewalk (4")	S.F.	18440		
12	Sidewalk Ramp (6") w/Detectable Warning Surface	S.F.	825		
13	Detectable Warning Surface	S.F.	90		
14	Ramp Curb	L.F.	23		
15	Curb Inlet (6'x4') (Non-Setback)	Ea.	1		
16	Curb Inlet (6'x3') (Non-Setback)	Ea.	4		
17	Area Inlet (4'x4')	Ea.	5		
18	Area Inlet (4'x4') (Basin Outfall Structure)	Ea.	2		
19	Storm Pipe (30" RCP)	L.F.	45		
20	Storm Pipe (24" RCP)	L.F.	55		
21	Storm Pipe (18" RCP)	L.F.	42		
22	Storm Pipe (18" HDPE)	L.F.	175		
23	Storm Pipe (15" RCP)	L.F.	249		
24	Storm Pipe (15" HDPE)	L.F.	398		
25	End Section (30" RCP)	Ea.	1		
26	End Section (24" RCP)	Ea.	1		
27	End Section (18" RCP)	Ea.	1		
28	End Section (15" RCP)	Ea.	1		
29	Drainage Gate (Neenah R-5050-SF15) (with Headwall)	Ea.	1		
30	Pipe Connection to Structure	Ea.	2		

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
31	Rip Rap (18")	S.Y.	45		
32	Water Pipe (8") (PVC) (C900)	L.F.	1243		
33	Water Pipe (6") (PVC) (C900)	L.F.	3		
34	Gate Valve (8")	Ea.	3		
35	Fire Hydrant Assembly	Ea.	3		
36	Water - Connect to Existing (A)	Ea.	1		
37	Water - Connect to Existing (B)	Ea.	1		
38	Water - Connect to Existing (C)	Ea.	1		
39	Retaining Wall (modular, exposed face)	S.F.	1635		
40	Fence (48") (Ornamental Steel)	L.F.	155		
41	Seeding, Fertilizing, and Mulching	L.S.	1		
42	Basin BMP Plantings	L.S.	1		
43	Compacted Fill	C.Y.	3940		
44	Unclassified Excavation	C.Y.	18970		
45	Excess Excavation Removal / Placement on Golf Course	C.Y.	15030		
46	Street Lighting	L.S.	1		
47	Power Conduit, Pedestal, Transformer Pad Installation	L.S.	1		
48	Traffic Control	L.S.	1		
49	Erosion Control	L.S.	1		
50	Construction Staking	L.S.	1		
51	Force Account	Set	1	\$30,000	\$30,000
Total Bid					

- 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 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 _____, 2018.

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: _____

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Name (typed or printed): _____

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. 25.



9001 State Line Road, Suite 200
Kansas City, Missouri 64114
P: 816.361.0440 | F: 816.361.0045
www.LRA-inc.com

September 13, 2018

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

Re: Golf Hill Subdivision

Dear Mr. Birdsong:

Bids were received for the above referenced project on Friday, September 7, 2018, and a total of ten bids were received. The low bid was submitted by V.F. Anderson Builders LLC, in the amount of \$724,041.50. The engineers estimate for the project was \$945,565.00. The bids were very competitive, with five bids below the engineers estimate.

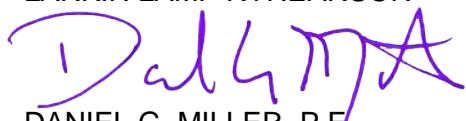
We previously worked with V.F. Anderson and found them to be a qualified contractor. They successfully completed the 2017 Streetscape project in Excelsior Springs. I have attached a listing of their proposed major subcontractors, previous project listing, Affidavit of Compliance, and Missouri Corporate License for your reference.

Larkin Lamp Ryneearson recommends accepting the bid received from V.F. Anderson Builders LLC for the 2017 Streetscape project in the amount of \$724,041.50.

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

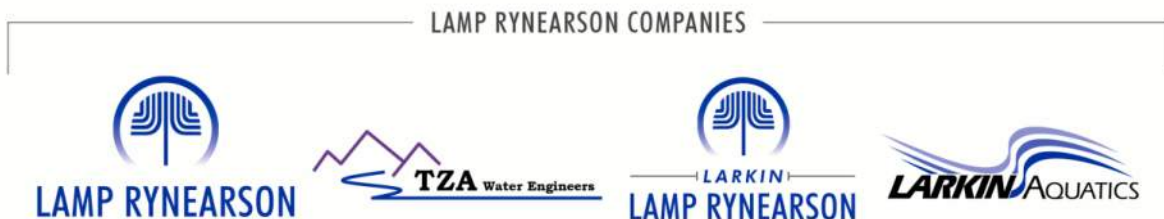
Sincerely,

LARKIN LAMP RYNEARSON


DANIEL G. MILLER, P.E.
CIVIL DESIGN GROUP LEADER

Email C: Molly McGovern, City of Excelsior Springs
Brent Bishop, City of Excelsior Springs
Dan McGhee, Larkin Lamp Ryneearson
Greg Van Patten, Larkin Lamp Ryneearson

L:\Engineering\0317040 Excelsior Springs MO Golf Hill Sub\BID PHASE\0317040.01 bid recommendation letter.docx



STATE OF MISSOURI



Jason Kander
Secretary of State

CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

VF ANDERSON BUILDERS LLC
LC0592600

was created under the laws of this State on the 10th day of June, 2004, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 3rd day of December, 2013

A handwritten signature of Jason Kander in black ink.

Secretary of State



Certification Number: 15778547-1 Reference:
Verify this certificate online at <https://www.sos.mo.gov/businessentity/soakb/verify.asp>

VF ANDERSON BUILDERS LLC

15707 East 215th Street

Peculiar, MO 64078

Ph. 816-935-9852

Fax 816-779-7189

Reference List

2017 Streetscape Excelsior Springs Missouri \$1,728,000.00 Chad Birdsong 816/564/5163

Water Main Improvements Contracts 1,2,3, and 4 \$7,642,000.00 Chad Birdsong 816/564/5163

2016 Overland Park CDBG Street Reconstruction, Storm Sewers, and Street lighting \$3,633,966.00 Becky Bonebrake 913/895/6000

Little Blue Parkway City of Independence Missouri Street Reconstruction, Box Culvert, Storm Sewer and Waterline \$4,241,322.00 Shar Dilmanghani 816/325/7601

Rock Creek 2 City of Independence Missouri 10,000 LF of Gravity Sewer \$3,645,258.00 Shar Dilmanghani 816/325/7601

Johnson Drive Reconstruction City of Overland Park Kansas Street construction including Gravity Sewer and Storm Sewer Construction with 2500 LF of Precast Box Culvert \$7,648,564.00 Dan Miller 816/631/0440

92nd and Switzer Storm Drainage Improvements City of Overland Park including 3000 LF of Sanitary Sewer and 1800 LF of precast Box Culvert with Street Reconstruction \$5,697,640.00 Charlie Love 913/895/6000

151st and Lindenwood Drainage Improvements City of Olathe Kansas including 3800 LF of Gravity Sewer, six Cell Box Culvert and Channel Improvements \$4,650,231.00 Chet Belcher 913/638/8250

Lee's Summit Road Street Reconstruction, Box Culvert, Waterline, Street Lighting and Traffic Signals \$10,354,654.00 Steve Proudfit 816/969/1852

VF ANDERSON BUILDERS LLC

190209 East 231st Street

Harrisonville, MO 64701

Ph. 816-935-9852

Fax 816-817-2747

Golf Hills Estates

Subcontractors

1. Traffic Zone
2. Erosion Specialist
3. Seal O Matic Paving
4. Empire Electric
5. MWB Builders
6. Henley Survey

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, VF Anderson Builders LLC
19209 E. 231st Street, Harrisonville, MO as PRINCIPAL and
Employers Mutual Casualty Company as SURETY, are
held and firmly bound unto the City of Excelsior Springs, Missouri, in the sum of
Five Percent of amount of bid

Dollars (\$ 5%) lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted a
bid dated September 4, 2018, for Golf Hill Estates Subdivision Project.

NOW, THEREFORE, if Principal shall not withdraw the bid within the period specified
therein after the opening of bids, or, if no period be specified, within sixty (30) days after the
bid opening, and shall within the period specified therefore, or if no period be specified, within
fifteen (15) days after the prescribed forms are presented to Principal for signature, enter into
a written contract with the City of Excelsior Springs in accordance with the bid as accepted, and
give (a) required bonds with good and sufficient surety or sureties for the faithful performance
and proper fulfillment of such contract and payment for labor and material furnished in the
performance of the contract, (b) required insurance certificate(s) and policies, and (c) the
required affidavit of compliance and related documentation, then the above obligation shall be
void, otherwise to remain in full force and effect.

VF Anderson Builders LLC

PRINCIPAL

By: 

(Signature)

Printed Name: Vince Freemyer

Title: Owner

Date: September 4, 2018

Employers Mutual Casualty Company

SURETY

By: Peggy Marrs

(Signature)

Printed Name: Peggy Marrs

Title: Attorney-in-fact

Date: September 4, 2018

SURETY POWER OF ATTORNEY MUST BE ATTACHED

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
 PEGGY MARRS, SHANE DAVOLT, TRAVIS BARKER, KIMBERLY BECKMAN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

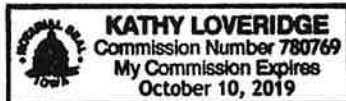
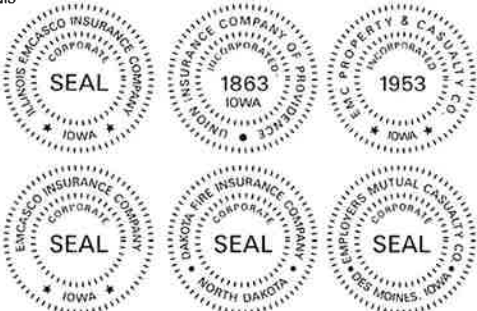
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this
 12th day of JULY, 2018.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Todd Strother
 Todd Strother
 Vice President

On this 12th day of JULY AD 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors of each of the Companies, and this Power of Attorney issued pursuant thereto on JULY 12, 2018 on behalf of:
 PEGGY MARRS, SHANE DAVOLT, TRAVIS BARKER, KIMBERLY BECKMAN

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of September, 2018.

J D Clough Vice President

AFFIDAVIT of COMPLIANCE

(Section 285.530.2, Revised Statutes of Missouri)

State of Missouri)
County of Cass) ss:

Now this 7th day of September, 2018 the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate, or LLC officer or Human Relations Director of VFA Wilson Builders "Contractor").
3. I am authorized to make this affidavit on behalf of Contractor.
4. I state and affirm that Contractor is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Contractor does not knowingly employ any person who is an unauthorized alien.
6. Further, Contractor has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a Federal I-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of Contractor's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

[Signature]
Authorized Agent, Partner, Owner or Officer

Vincent Freeman
Printed Name

Owner
Title

If Contractor has a Human Relations Director or equivalent that person must sign as an affiant as well.

Company ID Number: 182707

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **VF Anderson Builders** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 182707

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer VF Anderson Builders

Tim S Anderson

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 182707

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: VF Anderson Builders

Company Facility Address: 12545 Olive Blvd.

Ste. 272

Saint Louis, MO 63141

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 201218715

North American Industry
Classification Systems

Code: 238

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Tim S Anderson**
Telephone Number: **(314) 267 - 4420**
E-mail Address: **legacywalls@yahoo.com**

Fax Number: **(314) 872 - 8922**

COMPLETED BID TAB																											
GOLF HILL ESTATES																											
CITY OF EXCELSIOR SPRINGS, MO																											
September 7, 2018																											
				ENGINEERS ESTIMATE		VF ANDERSON		JA LILLIG EXCAVATING INC		AMINO BROTHERS CO		ORR WYATT STREETSCAPES		HOY EXCAVATING LLC		SKYVALT		KAT EXCAVATION INC		CP EXCAVATING		WIEDENMANN INC		EARTHWORKS EXCAVATION			
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	L.S.	1	\$ 35,000.00	\$35,000.00	\$19,000.00	\$19,000.00	\$21,289.12	\$21,289.12	\$47,250.00	\$47,250.00	\$23,500.00	\$23,500.00	\$ 19,134.24	\$ 19,134.24	\$ 50,000.00	\$ 50,000.00	\$ 79,473.77	\$ 79,473.77	\$ 42,089.12	\$ 42,089.12	\$ 54,000.00	\$ 54,000.00	\$ 41,384.00	\$ 41,384.00		
2	Clearing, Grubbing, Demolition	L.S.	1	\$ 35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$26,617.16	\$26,617.16	\$22,915.00	\$22,915.00	\$10,700.00	\$10,700.00	\$ 33,527.79	\$ 33,527.79	\$ 36,988.40	\$ 36,988.40	\$ 2,576.00	\$ 2,576.00	\$ 60,880.00	\$ 60,880.00	\$ 35,500.00	\$ 35,500.00	\$ 14,280.00	\$ 14,280.00		
3	Milling (2" Max)	S.Y.	690	\$ 4.00	\$2,760.00	\$10.00	\$6,900.00	\$5.72	\$3,946.80	\$5.80	\$4,002.00	\$12.85	\$8,866.50	\$ 10.65	\$ 7,348.50	\$ 6.24	\$ 4,305.60	\$ 10.16	\$ 7,010.40	\$ 5.72	\$ 3,946.80	\$ 6.00	\$ 4,140.00	\$ 90.00	\$ 62,100.00		
4	Asphaltic Concrete Surface (2") (Type 5 Modified)	Ton	334	\$ 85.00	\$28,390.00	\$73.00	\$24,382.00	\$80.85	\$27,003.90	\$82.04	\$27,401.36	\$87.70	\$29,291.80	\$ 83.46	\$ 27,875.64	\$ 88.20	\$ 29,458.80	\$ 82.97	\$ 27,711.98	\$ 80.85	\$ 27,003.90	\$ 83.00	\$ 27,722.00	\$ 110.00	\$ 36,740.00		
5	Asphaltic Concrete Base (6") (Type 5 Modified)	Ton	786	\$ 85.00	\$66,810.00	\$68.00	\$53,448.00	\$69.85	\$54,902.10	\$70.88	\$55,711.68	\$69.55	\$54,666.30	\$ 77.35	\$ 60,797.10	\$ 76.20	\$ 59,893.20	\$ 65.92	\$ 51,813.12	\$ 69.85	\$ 54,902.10	\$ 77.00	\$ 60,522.00	\$ 70.00	\$ 55,020.00		
6	Fly Ash	Ton	135.5	\$ 35.00	\$4,742.50	\$47.00	\$6,368.50	\$66.00	\$8,943.00	\$48.83	\$6,616.47	\$74.90	\$10,148.95	\$ 54.18	\$ 7,341.39	\$ 80.00	\$ 10,840.00	\$ 70.04	\$ 9,490.42	\$ 66.00	\$ 8,943.00	\$ 68.00	\$ 9,214.00	\$ 116.00	\$ 15,718.00		
7	Manipulation for Fly Ash Treated Subgrade (8")	S.Y.	2724	\$ 8.00	\$21,792.00	\$4.00	\$10,896.00	\$3.11	\$8,471.64	\$4.52	\$12,312.48	\$9.15	\$24,924.60	\$ 3.84	\$ 10,460.16	\$ 19.00	\$ 51,756.00	\$ 9.84	\$ 26,804.16	\$ 2.37	\$ 6,455.88	\$ 6.00	\$ 16,344.00	\$ 11.50	\$ 31,326.00		
8	Type I Street Repair	S.Y.	95.1	\$ 70.00	\$6,657.00	\$150.00	\$14,265.00	\$80.62	\$7,666.96	\$81.90	\$7,788.69	\$64.20	\$6,105.42	\$ 278.08	\$ 26,445.41	\$ 275.00	\$ 26,152.50	\$ 46.35	\$ 4,407.89	\$ 107.80	\$ 10,251.78	\$ 82.00	\$ 7,798.20	\$ 26.00	\$ 2,472.60		
9	Curb and Gutter Combined (Type A) (Remove/Replace)	L.F.	295	\$ 30.00	\$8,850.00	\$28.00	\$8,260.00	\$35.15	\$10,369.25	\$26.41	\$7,790.95	\$25.65	\$7,566.75	\$ 22.51	\$ 6,640.45	\$ 26.10	\$ 7,699.50	\$ 15.45	\$ 4,557.75	\$ 28.60	\$ 8,437.00	\$ 24.00	\$ 7,080.00	\$ 26.37	\$ 7,779.15		
10	Curb and Gutter Combined (Type A)	L.F.	1735	\$ 20.00	\$34,700.00	\$18.00	\$31,230.00	\$18.65	\$32,357.75	\$16.82	\$29,182.70	\$22.45	\$38,950.75	\$ 22.51	\$ 39,054.85	\$ 26.10	\$ 45,283.50	\$ 15.45	\$ 26,805.75	\$ 20.90	\$ 36,261.50	\$ 24.00	\$ 41,640.00	\$ 16.30	\$ 28,280.50		
11	Sidewalk (4")	S.F.	18440	\$ 7.50	\$138,300.00	\$4.00	\$73,760.00	\$3.96	\$73,022.40	\$3.53	\$65,093.20	\$5.15	\$94,966.00	\$ 4.78	\$ 88,143.20	\$ 6.00	\$ 110,640.00	\$ 5.65	\$ 104,186.00	\$ 5.50	\$ 101,420.00	\$ 5.00	\$ 92,200.00	\$ 6.00	\$ 110,640.00		
12	Sidewalk Ramp (6") w/Detectable Warning Surface	S.F.	825	\$ 16.00	\$13,200.00	\$9.00	\$7,425.00	\$8.69	\$7,169.25	\$19.93	\$16,442.25	\$12.80	\$10,560.00	\$ 10.49	\$ 8,654.25	\$ 8.34	\$ 6,880.50	\$ 7.06	\$ 5,824.50	\$ 19.80	\$ 16,335.00	\$ 9.00	\$ 7,425.00	\$ 7.00	\$ 5,775.00		
13	Detectable Warning Surface	S.F.	90	\$ 38.00	\$3,420.00	\$30.00	\$2,700.00	\$68.09	\$6,128.10	\$9.17	\$825.30	\$19.25	\$1,732.50	\$ 82.20	\$ 7,398.00	\$ 32.40	\$ 2,916.00	\$ 11.44	\$ 1,029.60	\$ 38.50	\$ 3,465.00	\$ 70.00	\$ 6,300.00	\$ 13.00	\$ 1,170.00		
14	Ramp Curb	L.F.	23	\$ 18.00	\$414.00	\$25.00	\$575.00	\$18.65	\$428.95	\$41.70	\$959.10	\$32.10	\$738.30	\$ 22.51	\$ 517.73	\$ 30.00	\$ 690.00	\$ 15.45	\$ 355.35	\$ 55.00	\$ 1,265.00	\$ 20.00	\$ 460.00	\$ 17.00	\$ 391.00		
15	Curb Inlet (6"x4") (Non-Setback)	Ea.	1	\$ 5,500.00	\$5,500.00	\$4,600.00	\$4,600.00	\$4,507.66	\$4,507.66	\$4,740.00	\$4,740.00	\$3,530.00	\$3,530.00	\$ 6,451.59	\$ 6,451.59	\$ 4,106.00	\$ 4,106.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 7,800.00	\$ 7,800.00	\$ 6,100.00	\$ 6,100.00		
16	Curb Inlet (6"x3") (Non-Setback)	Ea.	4	\$ 4,500.00	\$18,000.00	\$4,000.00	\$16,000.00	\$3,825.47	\$15,301.88	\$4,140.00	\$16,560.00	\$3,320.00	\$13,280.00	\$ 5,711.69	\$ 22,846.76	\$ 3,776.00	\$ 15,104.00	\$ 3,500.00	\$ 14,000.00	\$ 4,000.00	\$ 16,000.00	\$ 7,000.00	\$ 28,000.00	\$ 5,300.00	\$ 21,200.00		
17	Area Inlet (4"x4")	Ea.	5	\$ 4,500.00	\$22,500.00	\$3,500.00	\$17,500.00	\$3,350.58	\$16,752.90	\$3,715.00	\$18,575.00	\$2,560.00	\$12,800.00	\$ 5,222.89	\$ 26,114.45	\$ 3,948.00	\$ 19,740.00	\$ 2,000.00	\$ 10,000.00	\$ 4,000.00	\$ 20,000.00	\$ 6,500.00	\$ 32,500.00	\$ 3,700.00	\$ 18,500.00		
18	Area Inlet (4"x4") (Basin Outfall Structure)	Ea.	2	\$ 6,500.00	\$13,000.00	\$4,100.00	\$8,200.00	\$3,942.38	\$7,884.76	\$4,300.00	\$8,600.00	\$3,320.00	\$6,640.00	\$ 4,308.62	\$ 8,617.24	\$ 6,720.00	\$ 13,440.00	\$ 2,500.00	\$ 5,000.00	\$ 4,250.00	\$ 8,500.00	\$ 7,000.00	\$ 14,000.00	\$ 3,600.00	\$ 7,200.00		
19	Storm Pipe (30" RCP)	L.F.	45	\$ 170.00	\$7,650.00	\$94.00	\$4,230.00	\$102.01	\$4,590.45	\$91.20	\$4,104.00	\$177.40	\$7,983.00	\$ 91.86	\$ 4,133.70	\$ 75.00	\$ 3,375.00	\$ 85.00	\$ 3,825.00	\$ 85.00	\$ 3,825.00	\$ 130.00	\$ 5,850.00	\$ 61.00	\$ 2,745.00		
20	Storm Pipe (24" RCP)	L.F.	55	\$ 130.00	\$7,150.00	\$70.00	\$3,850.00	\$52.61	\$2,893.55	\$78.10	\$4,295.50	\$162.80	\$8,954.00	\$ 64.65	\$ 3,555.75	\$ 58.00	\$ 3,190.00	\$ 85.00	\$ 4,675.00	\$ 80.00	\$ 4,400.00	\$ 110.00	\$ 6,050.00	\$ 58.00	\$ 3,190.00		
21	Storm Pipe (18" RCP)	L.F.	42	\$ 110.00	\$4,620.00	\$67.00	\$2,814.00	\$55.81	\$2,344.02	\$66.30	\$2,784.60	\$191.40	\$8,038.80	\$ 44.95	\$ 1,887.90	\$ 43.00	\$ 1,806.00	\$ 75.00	\$ 3,150.00	\$ 70.00	\$ 2,940.00	\$ 100.00	\$ 4,200.00	\$ 47.00	\$ 1,974.00		
22	Storm Pipe (18" HDPE)	L.F.	175	\$ 60.00	\$10,500.00	\$49.00	\$8,575.00	\$42.06	\$7,360.50	\$60.85	\$10,648.75	\$48.25	\$8,443.75	\$ 45.61	\$ 7,981.75	\$ 34.00	\$ 5,950.00	\$ 65.00	\$ 11,375.00	\$ 40.00	\$ 7,000.00	\$ 85.00	\$ 14,875.00	\$ 31.00	\$ 5,425.00		
23	Storm Pipe (15" RCP)	L.F.	249	\$ 100.00	\$24,900.00	\$52.00	\$12,948.00	\$84.98	\$21,160.02	\$62.20	\$15,487.80	\$99.70	\$24,825.30	\$ 43.12	\$ 10,736.88	\$ 39.00	\$ 9,711.00	\$ 65.00	\$ 16,185.00	\$ 65.00	\$ 16,185.00	\$ 83.00	\$ 20,667.00	\$ 39.00	\$ 9,711.00		
24	Storm Pipe (15" HDPE)	L.F.	398	\$ 50.00	\$19,900.00	\$46.00	\$18,308.00	\$35.15	\$13,989.70	\$56.90	\$22,646.20	\$70.75	\$28,158.50	\$ 39.93	\$ 15,892.14	\$ 30.00	\$ 11,940.00	\$ 50.00	\$ 19,900.00	\$ 40.00	\$ 15,920.00	\$ 53.00	\$ 21,094.00	\$ 27.00	\$ 10,746.00		
25	End Section (30" RCP)	Ea.	1	\$ 2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$1,310.91	\$1,310.91	\$1,145.00	\$1,145.00	\$950.00	\$950.00	\$ 2,044.00	\$ 2,044.00	\$ 1,380.00	\$ 1,380.00	\$ 1,500.00	\$ 1,500.00	\$ 1,350.00	\$ 1,350.00	\$ 1,300.00	\$ 1,300.00	\$ 1,615.00	\$ 1,615.00		
26	End Section (24" RCP)	Ea.	1	\$ 1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,130.24	\$1,130.24	\$1,050.00	\$1,050.00	\$750.00	\$750.00	\$ 1,518.90	\$ 1,518.90	\$ 1,156.00	\$ 1,156.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,100.00	\$ 1,100.00	\$ 1,590.00	\$ 1,590.00		
27	End Section (18" RCP)	Ea.	1	\$ 1,400.00	\$1,400.00	\$1,300.00	\$1,300.00	\$947.31	\$947.31	\$790.00	\$790.00	\$590.00	\$590.00	\$ 1,340.05	\$ 1,340.05	\$ 1,033.00	\$ 1,033.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 950.00	\$ 950.00	\$ 1,200.00	\$ 1,200.00		
28	End Section (15" RCP)	Ea.	1	\$ 1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$872.51	\$872.51	\$715.00	\$715.00	\$530.00	\$530.00	\$ 1,292.55	\$ 1,292.55	\$ 998.00	\$ 998.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 850.00	\$ 850.00	\$ 1,100.00	\$ 1,100.00		
29	Drainage Gate (Neenah R-5050-SF15) (with Headwall)	Ea.	1	\$ 3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$451.76	\$451.76	\$1,385.00	\$1,385.00	\$1,925.00	\$1,925.00	\$ 3,871.18	\$ 3,871.18	\$ 3,275.00	\$ 3,275.00	\$ 4,000.00	\$ 4,000.00	\$ 1,225.00	\$ 1,225.00	\$ 2,300.00	\$ 2,300.00	\$ 6,820.00	\$ 6,820.00		
30	Pipe Connection to Structure	Ea.	2	\$ 750.00	\$1,500.00	\$1,100.00	\$2,200.00	\$2,829.46	\$5,658.92	\$1,440.00	\$2,880.00	\$530.00	\$1,060.00	\$ 911.52	\$ 1,823.04	\$ 1,770.00	\$ 3,540.00	\$ 2,000.0									



City Council Meetings

Council Meeting 10/1/2018

To: Mayor and City Council
From: Melinda Mehaffy, Economic Development Director
Date: 10/1/2018
RE: Consideration of IBTS Shared Services Agreement - Ordinance No. 18-10-05

In August, the City inspection team was reduced to one individual doing building inspections. While that one position is sufficient for our daily inspections, it creates a need for sporadic use of a contract service to perform inspection in the absence of the building inspector.

City staff is requesting a contract with IBTS that will allow for inspection services during periods of time that the city's building inspector is on vacation or on an extended absence.

The staff has committed to making every effort to complete inspections using the city's building inspector whenever possible. This means that when the inspector will be scheduling time off, they will let current projects know of the time off early enough that should a project wish to have the building inspector complete the inspections, they can manage their work schedules to allow this to happen. When that isn't a possibility, the contract with IBTS allows the City to accommodate the needs of the project managers and the projects.

IBTS is paid a fee based on their inspection services fee schedule. These costs are presented to the project for reimbursement and included as the inspection fees.

Please let me know if you have questions.

Melinda Mehaffy, Economic Development Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	10/1/2018
Agreement	Exhibit	9/27/2018

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN INSTITUTE
FOR BUILDING TECHNOLOGY AND SAFETY (IBTS) AND THE CITY OF
EXCELSIOR SPRINGS, MISSOURI**

WHEREAS, the City Council of the City of Excelsior Springs, Missouri (the “City”) recognizes the need to deliver quality services while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the City, along with the Mid-America Regional Council (MARC) and IBTS, have agreed to the terms of the agreement for shared services.

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

Section 1. The City Manager is authorized to enter into an agreement with IBTS for regional shared services in the form attached hereto as Exhibit A, for an initial two-year period.

Section 2. The City will be invoiced for by IBTS for services provided, and reports of all fee activities between IBTS and the City will be reported to MARC.

Section 3. The City Manager and City staff are each authorized and directed to perform all acts and execute any other documents necessary or desirable to effectuate the intent of this Ordinance.

Section 4. This Ordinance shall take effect and be in force immediately after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved on the _____ day of _____, 2018.

ATTEST:

Shannon Stroud, City Clerk

Bradley T. Eales, Mayor

REVIEWED BY:

Molly McGovern, City Manager

SERVICE AGREEMENT

IBTS SERVICE AGREEMENT

SERVICE AGREEMENT BETWEEN INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY AND CITY OF EXCELSIOR SPRINGS, MISSOURI

On this _____ day of _____, 2018, City of Excelsior Springs, Missouri, herein after referred to as "Jurisdiction", located at _____, _____, MO _____ and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147 hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, The Mid-America Regional Council (MARC) along with IBTS and has made available to the Jurisdiction for consideration regional shared services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the Jurisdiction recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, the Jurisdiction desires to participate in the regional services offered by MARC with IBTS:

NOW THEREFORE, in consideration of the above, the Jurisdiction hereby enters into this cooperative purchase agreement made available through the Master Agreement made available through MARC for the services described herein:

In consideration of the mutual agreements contained herein, Jurisdiction and IBTS agree as follows, to-wit:

1.0 DEFINITIONS

"MARC/IBTS Project" hereafter referred to as "Project" references the full scope of activities and services outlined in this Service Agreement for the shared services project.

"Advisory Committee" refers to the Oversight Advisory Committee established jointly by MARC and IBTS. The Advisory Committee consists of representatives of participating cities and towns and will meet on a periodic basis to provide input and guidance for the Project.

"Applicant" refers to any individual, business or organization applying for building technology permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Augmentation" refers to IBTS augmenting an existing jurisdiction's department with specific tasks, staff and other services while the jurisdiction provides supervision for these day to day activities.

"Jurisdiction" refers to the jurisdiction signing this agreement.

IBTS SERVICE AGREEMENT

“Master Agreement” refers to the Master Agreement entered into by MARC and IBTS for the purposes of defining the key elements, fee schedules and to outline the regional approach to the shared services offered by IBTS.

“Operation” refers to IBTS operating and or running a department of service area for the jurisdiction. This includes all services described within a service area.

“Service Agreement” refers to this agreement entered into by jurisdiction and IBTS that define specific services to be delivered by IBTS to the jurisdiction. This Service Agreement should be considered as a cooperative purchase agreement made available through MARC.

2.0 CUSTOMER SERVICE

Customer Service – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within 30 days. Should the issue remain unresolved after 30 days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of services offered by IBTS found in the Service Agreement are listed as attachments to this Service Agreement. Jurisdiction hereby selects to implement the services identified below by initialing beside the services to be implemented in the Jurisdiction:

- _____ : Reserved For Future Use, Attachment A
- _____ : Building Code Department Services & Fees, Attachment B
- _____ : Floodplain Services & Fees, Attachment C
- _____ : Accessibility Code Services & Fees, Attachment D
- _____ : Fire Code Review & Inspection Services & Fees, Attachment E
- _____ : Stormwater Services & Fees, Attachment F
- _____ : GOVmotus™ Permitting Software & Fees, Attachment G
- _____ : Reserved For Future Use, Attachment H
- _____ : Planning and Zoning Services and Fees, Attachment I
- _____ : Property Maintenance Services and Fees, Attachment J

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request addendums to the services outlined in the following attachments so that additional services not currently described can be added. Examples of addendums that can be included are specialty services, such as Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other services as needs are identified and documented by MARC, IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Service Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Service Agreement as described in Section 15.0 – Agreement Modification.

Non-Regional Services: IBTS will provide services describe herein to jurisdictions that are outside of the red, green and or blue geographical areas as identified in Appendix 1. Jurisdiction understands and agrees to the additional fuel surcharges and will include these surcharges on all services when collecting fees from the applicant. Jurisdictions outside the red, green and or blue areas that are selecting services must select the combination of Building Department Services, Floodplain Services, Accessibility Code

IBTS SERVICE AGREEMENT

Services, Fire Code Services and Stormwater Services, or negotiate directly with IBTS for additional scope of services.

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other's registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the attachments as long as this Service Agreement remains in effect.

6.0 FEE COLLECTION:

IBTS or the jurisdiction may collect the fees for all services as described in the attachments to this agreement. Jurisdiction elects to utilize the fee collection method initial below:

 Rebate Process: IBTS will collect all fees. IBTS will retain fees for its services and will rebate the permit fees collected.

 X **Invoice Process:** Jurisdiction will collect all fees. Jurisdiction will retain permit fees for its services and IBTS will invoice the jurisdiction for services it provided.

Reports of all fee activities between IBTS and the cities and towns will be reported to MARC and the jurisdiction. The reports to the jurisdiction and MARC will include the appropriate permit fee rebates and handling fees.

6.1 PAYMENT TERMS AND PROCESS

Rebate Process – if the above Rebate Process has been selected by the Jurisdiction, IBTS will utilize its existing credit card processing system, which includes acceptance of e-payments, to receive all fees associated with services provided to Jurisdictions. IBTS will collect payment of fees from the applicant for appropriate services and will retain certain fees for its services and report activity to MARC and the Jurisdiction. IBTS agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with a the credit card account.

Permit Fees collected by IBTS will be rebated to the Jurisdiction to cover their expenses to administer the permit process. IBTS will make rebate payments to each Jurisdiction for permit fees collected during the permitting process. Within 45 days of the end of the month, IBTS will rebate to the jurisdiction all permit fees collected by IBTS

IBTS will rebate to the Jurisdiction permit fees for services the Jurisdiction provides such as and including permitting and issuing the Occupancy Certificates and release to connect the utilities only after the inspections have been completed and the building has passed all IBTS inspections

Invoice Process - Alternatively, if the Jurisdiction elects the invoice process the Jurisdiction will collect payment of fees from the applicant.

IBTS will invoice the jurisdiction for all fees as described in the attachments. The jurisdiction agrees to make payments to IBTS within 45 days of receipt of the invoice. A report describing all transactions will include the permit number, permit type, permit category and the date of the permit will accompany the invoice.

IBTS SERVICE AGREEMENT

Jurisdiction's Permit Fees— Each jurisdiction may establish permit fees for each permit type shown in the attachments to this Service Agreement. IBTS can provide suggested permit fees that can be added to the fees in this Service Agreement. These permit fees belong to the jurisdiction. However, all fees along with all other plan review, inspection, flood review, handling and other fees required for the service, shall be paid to the fee collector at the time the applicant submits the permit application.

7.0 TERM OF AGREEMENT

This initial two-year Service Agreement term shall begin on _____, 2018, and shall end on _____, 2020. After the expiration date of this Service Agreement, the Service Agreement and all subsequent amendments will automatically renew and be extended for additional two-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. During the term of the Service Agreement, Jurisdiction agrees to use IBTS as its exclusive provider of services selected. Prior to the start of each two-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

8.0 TAXES

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the services for this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will pass ordinances to require fees, plan reviews, permits, inspections and code compliance by IBTS and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to: automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

11.0 TERMINATION FOR CAUSE

Jurisdiction may terminate this Service Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of the Service Agreement, provided that Jurisdiction shall give IBTS written notice specifying the IBTS's failure and an opportunity to cure the failure. If within thirty (30) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

IBTS SERVICE AGREEMENT

12.0 INDEMNIFICATION

IBTS hereby agrees to indemnify and hold harmless Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of IBTS in the performance and/or failure to perform within the Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors.

13.0 DISPUTE RESOLUTION

Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in Kansas City, Kansas metropolitan area.

14.0 ASSIGNMENT

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to Jurisdiction and written consent of Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

15.0 AGREEMENT MODIFICATION

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in the Service Agreement is binding on any of the parties.

16.0 CONFIDENTIALITY

Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in Jurisdiction's possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

17.0 SUBCONTRACTORS

IBTS may, with prior notice to Jurisdiction, use consultants or staff provided by a Subcontractor. In such case, IBTS will be fully responsible for the work completed by the consultant and staff provided by a Subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to Jurisdiction for any breach in the performance of IBTS's duties.

IBTS SERVICE AGREEMENT

All IBTS staff members, as well as consultants or staff provided by a Subcontractor who will provide building department services as an inspector or plan reviewer, shall register with the required local and or state building code agencies.

18.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices, and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

19.0 INSURANCE

IBTS's Insurance – IBTS shall submit evidence of insurance to Jurisdiction and will add Jurisdiction as “an additional insured party” on IBTS's policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to Jurisdiction.

Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Worker's Compensation Insurance – IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.

Commercial General Liability Insurance – IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, Jurisdiction and any Subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by the IBTS staff or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to Jurisdiction. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.

Errors and Omissions Insurance – IBTS shall maintain, during the life of the Service Agreement, Errors and Omissions Insurance in an amount not less than \$1,000,000.

Licensed and Non-Licensed Motor Vehicles – IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

IBTS SERVICE AGREEMENT

Subcontractor's Insurance – IBTS shall require that any and all Subcontractors, which are not protected under IBTS insurance policies, take and maintain insurance of the same nature and in the same amounts as those required of the IBTS. IBTS shall be responsible for any failure of its Subcontractors to conform to this insurance requirement.

IBTS SERVICE AGREEMENT

20.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Contracts Administrator
45207 Research Place
Ashburn, VA 20147

Excelsior Springs, Missouri
Attn:

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Don Howell, Director
45207 Research Place
Ashburn, VA 20147

Excelsior Springs, Missouri
Attn:

22.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

23.0 ORDER OF PRECEDENCE

This Service Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and its amendments; second priority shall be given to the provisions of the IBTS Scope of Services and its amendments.

24.0 INCORPORATION OF ATTACHMENTS

Attachments selected by Jurisdiction in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this _____ day of _____, 2018.

For IBTS:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

For Jurisdiction:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

B1.0 BUILDING CODE DEPARTMENT SERVICES

IBTS will provide complete Building Code Department Services, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online GOVmotus™ permitting system.

Permit Applications

Citizens/contractors may go to each jurisdiction's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVmotus™ software. In either case, a local jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the GOVmotus™ software system. The system in return immediately notifies the jurisdiction that a permit is ready for issuance. The jurisdiction having authority remains in control in order to issue permits and each jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the jurisdiction may deem necessary.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVmotus™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

B2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

AUGMENTATION FEE STRUCTURE

Residential Plan Review Fees: \$100.00 per hour
Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection*
Commercial Inspections: \$150.00 per inspection*

**Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing, that's 2 inspections for a total of \$200.00.*

SHORT TERM INSPECTION ASSIGNMENT

Full time assignment (40 hrs per week except for holidays) of inspector to Jurisdiction until \$49,900 of Billed Time has Occurred. Inspector will report daily to Jurisdiction to receive assigned daily inspections.

Residential/Commercial Inspector: \$110.00 per hour
Residential Inspector: \$100.00 per hour

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

The short term assignment will be created with a written request from the Jurisdiction.

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

RESIDENTIAL BUILDING FEE SCHEDULE			
ITEM	Sq. Ft.	Plan Reviews	Inspections
New Construction/Additions	0-3,000	\$250	\$850
	3,001-5,000	\$390	
	>5,001	\$490	
New Modular	All	\$150	\$250^
Alter/Repair	Plan Review Not Required	na	\$150^
	Non Structural Support Modifications	\$75	\$150^
	With Structural Support Modifications	\$100	\$250^
	With Structural Support Modifications & Egress Changes	\$150	\$300^
New Manufactured Housing	All	n/a	\$250
New Detached Accessory	Over 400 sq. ft.	\$100	\$200^
New Portable Building	Over 400 sq. ft.	\$75	\$150^
Structure Relocation	All	\$185	\$250
Swimming Pool	For pools required by ICC and city codes to be inspectexd.	\$75	\$300
MISCELLANEOUS			
1st Re-Inspection	n/a	n/a	n/a
2nd Re-Inspection			\$90
3rd Re-Inspection			\$150
Roofing Inspection			\$150
Electrical Meter Change			\$75
Mechanical Trade Inspection			\$75
Electrical Trade Inspection			\$75
Plumbing Trade Inspection			\$75
Demolition			\$75
Change of Occupancy			\$75
Change of Contractor			n/a
Permit Extensions			n/a
Decks			\$150
Temporary Pole			\$75
All Stop Work Orders			\$150
Flood Determination Review			\$65

^ Add trade permit fees when required Page | B 4

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum	Includes 1 Re-review		
A	ASSEMBLY (Section 303)	0	2,500	\$385	\$175	\$1,250
		2,501	4,500	\$650		\$1,500
		4,501	10,000	\$1,300		\$2,800
		10,001	50,000	\$1,850	\$300	\$4,000
		50,001	100,000	\$3,250		\$8,500
		100,000	300,000	\$4,500		
		300,001 +		\$4,500 + .01 sq.ft. over 300,000	\$500	\$8,500 + .01 sq.ft. over 300,000
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) (Section 308)	0	2,000	\$385	\$125	\$1,000
		2,001	5,000	\$650		\$1,500
		5,001	10,000	\$1,300		\$1,850
		10,001	20,000	\$1,650	\$200	\$4,095
		20,001	30,000	\$2,450		\$5,265
		30,001	50,000	\$3,475		\$7,020
		50,001	100,000	\$4,275		\$11,700
		1,000,001	300,000	\$5,500.00	\$325	\$21,000
		300,001 +		\$5,500 + .01 sq.ft. over 300,00		\$21,000 + .01 sq.ft. over 300,000
M & B	BUSINESS OR MERCANTILE (Sections 304 and 309)	0	3,000	\$415	\$125	\$750
		3,001	10,000	\$825		\$1,755
		10,001	30,000	\$1,550		\$2,575
		30,001	80,000	\$2,225	\$200	\$4,650
		80,001	150,000	\$3,000		\$9,900
		150,001	300,000	\$5,125		\$14,625
		300,001 +		\$5,125 + .01 sq.ft. over 300,000		\$14,625 + .01 sq.ft. over 300,000
E & 1-4	EDUCATIONAL & DAYCARE (Section 305 and 308.6)	0	5,000	\$650	\$175	\$1,500
		5,001	10,000	\$1,150		\$1,875
		10,001	30,000	\$1,900		\$4,365
		30,001	80,000	\$3,150	\$300	\$9,945
		80,001	150,000	\$4,900		\$17,550
		150,001	300,000	\$7,850		\$43,875
		300,001 +		\$7,850 + .01 sq.ft. over 300,000	\$500	\$43,875 + .01 sq.ft. over 300,000

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum	Includes 1 Re-review		
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE (Sections 306, 311 & 312)	0	10,000	\$550	\$125	\$750
		10,001	20,000			\$750
		20,001	50,000			\$1,250
		50,001	100,000			\$1,250
		100,001	200,000			\$1,250
		\$200,001 +		\$550 + .01 sq.ft. over 200,000		\$1,250 + .01 sq.ft. over 200,000
H1, H2, H3, H4, & H5	HIGH HAZARD (Section 307)	0	2,000	\$725	\$125	\$1,000
		2,001	5,000	\$1,100		\$1,200
		5,001 +		\$1,100 + .02 sq.ft. over 5,000		\$1,200 + .01 sq.ft. over 5,00
R1, R2, R3, R4, I-1 *	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES (not regulated by the IRC) (Section 310)	0	2,500	\$550	\$150	\$1,500
		2,501	10,000	\$1,250		\$1,872
		10,001	30,000	\$1,800		\$4,680
		30,001	50,000	\$3,250		\$9,945
		50,001	150,000	\$4,200	\$225	\$17,550
		150,001	300,000	\$5,425		\$43,875
		300,001 +		\$5,425 + .01 sq.ft. over 300,00		43,875 + .01 sq.ft. over 300,00
Tenant Finish	When any size existing building experiences an interior remodel and change that requires inspection and plan review.			Quoted		Quoted

CDBG Infrastructure Inspections: \$100.00/hr with project maximums quoted per job.

IBTS/MARC MASTER AGREEMENT
Floodplain Services & Fees, Attachment C

C1.0 COMPLETE FLOODPLAIN SERVICES

IBTS will provide Floodplain Enforcement (reviews and inspections), Floodplain Administration (data management and maintenance), and other Floodplain Management services (i.e. Base Flood Elevation determination, ordinance review, amendment facilitation, assistance with submittal requests for Letter of Map Revisions and Letters of Map Amendments) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the jurisdiction prior to the start of services for the jurisdiction are not within the Scope of this Agreement.

Applicants will come to the Jurisdiction's local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However for inspections, site verification visits, the applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the applicant, architect, engineer or land surveyor. IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this attachment and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

C2.0 FLOODPLAIN SERVICES FEE SCHEDULE

TYPE	IBTS FEES
Elevation Determination – Residential	\$65.00 per unit
Elevation Determination – Commercial	\$125.00 per unit
Ordinance Review	\$100.00 per hour
Ordinance Amendment Facilitation	\$100.00 per hour
LOMR and LOMA Assistance	\$100.00 per hour
Consultation	\$100.00 per hour

Additional services are available upon request.

IBTS/MARC MASTER AGREEMENT
Accessibility Code Services & Fees, Attachment D

D1.0 COMPLETE ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional reviews may be necessary.

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

IBTS will also provide accessibility plans reviews and inspections on existing sites and structures.

All accessibility reviews and inspections will be documented and recorded in the GOVmotus™ Permitting System software. Each review and inspection report will be available from any web-enabled access device such as internet tablets and pads.

D1.1 AUGMENTATION OF EXISTING ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

D2.0 ACCESSIBILITY SERVICES FEES

D2.1 Operation Fees: Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment B.

D2.2 Augmentation: Should an applicant desire to have reviews and or inspections only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS PLAN REVIEW FEES	IBTS INSPECTION FEES
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each
All Commercial Structures, 5,001 – 25,000 sq.ft	\$515.00 each	\$1000.00 each
All Commercial Structures, 25,001 – 100,000 sq.ft	\$735.00 each	\$1500.00 each
All Commercial Structures, >100,001 sq.ft	\$1355.00 each	\$2250.00 each

**1.5% of IBTS fees*

IBTS/MARC MASTER AGREEMENT
Fire Code Review & Inspection Services & Fees, Attachment E

E1.0 COMPLETE FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

IBTS will provide FIRE ONLY plan reviews and inspections for operations, special events and uses such as haunted houses, stadium changes etc. IBTS will work with the local Fire Chief to ensure a safe event.

Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Attachment B - Building Code Department Services.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

E1.1 AUGMENTATION OF EXISTING FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

IBTS/MARC MASTER AGREEMENT
Fire Code Review & Inspection Services & Fees, Attachment E

E2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

COMMERICAL FIRE CODE FEES - Operation and Augmentation								
COMMERCIAL TYPE & SIZE				IBTS FIRE CODE PLAN REVIEW FEES			IBTS FIRE CODE INSPECTION FEES	
GROUPS	OCCUPANCY	SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENT AION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTATION INSPECTION FEE
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,501	4,500	\$75.00	\$150.00		\$150.00	\$250.00
		4,501	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	50,000	\$185.00	\$315.00		\$250.00	\$700.00
		50,001	100,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		100,000	300,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		300,001 +		\$715.00	\$1,000.00		\$1,000.00	\$1,800.00
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,001	5,000	\$75.00	\$150.00		\$150.00	\$250.00
		5,001	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	20,000	\$185.00	\$315.00		\$250.00	\$700.00
		20,001	30,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		30,001	50,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		50,001	100,000	\$715.00	\$1,000.00		\$1,000.00	\$1,650.00
		1,000,001	300,000	\$845.00	\$1,235.00		\$1,300.00	\$1,800.00
		300,001 +		\$950.00	\$1,400.00		\$1,580.00	\$2,100.00
M & B	BUSINESS OR MERCANTILE	0	3,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		3,001	10,000	\$100.00	\$160.00		\$200.00	\$315.00
		10,001	30,000	\$150.00	\$235.00		\$250.00	\$385.00
		30,001	80,000	\$200.00	\$275.00		\$325.00	\$425.00
		80,001	150,000	\$315.00	\$355.00		\$500.00	\$715.00
		150,001	300,000	\$485.00	\$580.00		\$615.00	\$975.00
		300,001 +		\$600.00	\$795.00		\$750.00	\$1,300.00

IBTS/MARC MASTER AGREEMENT
Fire Code Review & Inspection Services & Fees, Attachment E

E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00
		5,001	10,000	\$125.00	\$235.00		\$200.00	\$415.00
		10,001	30,000	\$200.00	\$275.00		\$375.00	\$650.00
		30,001	80,000	\$300.00	\$360.00		\$500.00	\$900.00
		80,001	150,000	\$450.00	\$615.00		\$1,300.00	\$1,300.00
		150,001	300,000	\$750.00	\$1,400.00		\$2,000.00	\$2,750.00
		300,001 +		\$1,000.00	\$1,900.00		\$3,500.00	\$4,100.00
F1, F2, S1, S2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$125.00	\$250.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		10,001	20,000				\$150.00	\$250.00
		20,001	50,000				\$225.00	\$375.00
		50,001	100,000				\$225.00	\$375.00
		100,001	200,000				\$225.00	\$485.00
		\$200,001 +		\$250.00	\$500.00		\$350.00	\$615.00
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$200.00	\$375.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$500.00
		2,001	5,000	\$350.00	\$600.00		\$350.00	\$500.00
		5,001 +		\$500.00	\$925.00		\$500.00	\$715.00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$150.00	\$300.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$435.00
		2,501	10,000	\$200.00	\$400.00		\$375.00	\$600.00
		10,001	30,000	\$300.00	\$615.00		\$500.00	\$1,300.00
		30,001	50,000	\$425.00	\$800.00		\$800.00	\$2,250.00
		50,001	150,000	\$500.00	\$1,100.00		\$1,475.00	\$3,415.00
		150,001	300,000	\$735.00	\$1,700.00		\$2,000.00	\$48,000.00
		300,001 +		\$1,100.00	\$2,300.00		\$2,400.00	\$6,000.00

IBTS/MARC MASTER AGREEMENT
Stormwater Services & Fees, Attachment F

F1.0 COMPLETE STORMWATER SERVICES

IBTS will provide Stormwater Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating stormwater pollution.

SWPPP Reviews

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Service Plans as allowable by regulations. The Service Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Service SWPPPs.

SWPPP Site Visits

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs so as to allow the site manager to complete all paperwork. IBTS will verify that stormwater pollution plans are in place and remain effective after the rainfall event.

F1.1 AUGMENTATION OF EXISTING STORMWATER SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

IBTS/MARC MASTER AGREEMENT
Stormwater Services & Fees, Attachment F

F2.0 STORMWATER SERVICE FEES - Operation

Fees for stormwater reviews and inspection are included in the fees for the building code plan reviews and inspections found in Attachment B.

F2.1 STORMWATER SERVICE FEES - Augmentation

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

STORMWATER SERVICE FEES FOR AUGMENTATION		
Service	Reviews	Inspections
Residential SWPPP Master Development Reviews	\$250.00	\$1200.00 / year / development
Commercial SWPPP Master Development Reviews	\$350.00	\$1500.00 / year / development
Residential SWPPP Individual Development (greater than 1 acre)	\$100.00	\$200.00 / site
Residential Rainfall Event Inspection	N/A	\$100.00 per site / per event
Commercial Rainfall Event Inspection	N/A	\$175.00 per site / per event
Hourly Rate for Other Requested Work*	\$125.00	

*Additional services available upon request, such as:

Assistance with the development of a Stormwater Management Plan and program. Development of Stormwater Best Management Practices, Development of Stormwater Utility Fee System, Assistance with the development of Municipal Stormwater System Annual Report.

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

G 1.0 GOVmotus™ Programs

GOVmotus™ is a Software as a Service (SaaS) solution provided by the Institute of Building Technology and Safety (IBTS) that delivers an internet based system hosted in an environment that Subscribers can access for data entry, reporting, archival, document storage, tracking, receiving and processing payments as well as other tasks normally associated with delivery of building code department services, licensing, and property maintenance case management.

The GOVmotus™ Programs are provided to Subscribers in bundles of the modules described below. Subscription fees maintenance fees, and termination fees for bundled modules are described below.

The bundles are packaged together and the associated features, fees, storage capacities, number of users, roles and other descriptive conditions are described in this Exhibits A. The bundles described herein are called: 1) Bronze 2) Gold and 3) Platinum. The Platinum bundle is a tailored configuration to customer's specific requirements. A summary of the features available in the Bronze and Gold GOVmotus bundles are set forth in the following tables.

G 1.1 GOVmotus//Permitting Module

The GOVmotus Permitting Module can be packaged in a Bronze, Gold or Platinum bundle. The Permitting Module provides data entry, reporting, archival, document storage, tracking, payment processing, and other tasks normally associated with the delivery of building code department services.

GOVmotus PERMITTING FEATURES	BRONZE	GOLD
PERMIT APPLICATIONS	X	X
PERMITS	X	X
PLAN REVIEWS	X	X
INSPECTIONS	X	X
CERTIFICATES OF OCCUPANCY	X	X
FLOODPLAIN TRACKING		X
AUTOMATED NOTIFICATION		X
DOCUMENT MANAGEMENT		X
MANAGEMENT REPORTS		X
ADVANCE SEARCH FEATURES		X
INSPECTION TYPE SELECTION		X
CONTRACTOR LIST		X
CONTRACTOR PORTAL		X
ONLINE VIDEO HELP		X
AUTOMATED FEE CALCULATIONS		X
CONTRACTOR QUICK FEE CALCULATOR		X
ROLE BASED USERS		X
INSPECTION CODES INCLUDED		X
CONTRACTOR INSPECTION REQUESTS		X

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

G1.2 GOVmotus//Licensing Module

The GOVmotus Licensing Module can be packaged in Gold or Platinum bundles. The Licensing Module provides data entry, reporting, archival, document storage, tracking, payment processing and other tasks normally associated with the delivery of licensing services.

GOVmotus LICENSING FEATURES	
LICENSE APPLICATIONS	X
LICENSE ISSUANCE	X
APPLICANT TRACKING	X
AUTOMATED NOTIFICATION	X
DOCUMENT MANAGEMENT	X
MANAGEMENT REPORTS	X
ADVANCE SEARCH FEATURES	X
WEB-BASED PORTAL	X
PAYMENT PORTAL	X
ONLINE APPLICATIONS	X
ONLINE VIDEO HELP	X
AUTOMATED FEE CALCULATIONS	X
ROLE BASED USERS	X
INSURANCE / BOND TRACKING	X
AUTOMATED NOTIFICATIONS	X
AUTOMATED RENEWALS	X

G1.4 GOVmotus//Property Maintenance Module

GOVmotus Property Maintenance Module can be packaged in Gold or Platinum bundles. The Property Maintenance Module provides data entry, reporting, archival, document storage, tracking, payment processing and other tasks normally associated with the delivery of property maintenance services.

GOVmotus PROPERTY MAINTENANCE FEATURES	
CASE APPLICATIONS	X
CASE MANAGEMENT	X
CASE ROUTING	X
INSPECTIONS	X
VIOLATION NOTICES	X
VIOLATION TRACKING	X
AUTOMATED NOTIFICATION	X
DOCUMENT MANAGEMENT	X
MANAGEMENT REPORTS	X
ADVANCE SEARCH FEATURES	X
AUTOMATED FEES	X
ROLE BASED USERS	X
INSPECTION CODES INCLUDED	X
PICTURE UPLOAD	X
CASE SUMMARIES	X

IBTS/MARC MASTER AGREEMENT

GOVmotus™ Permitting Software & Fees, Attachment G

G1.5 GOVmotus Authorized Users & Roles

GOVmotus provides users' roles, based upon permissions from the Subscriber that allow the Authorized Users to access only the areas of the system associated with their specific roles. Subscriber must identify the Authorized Users, and their roles within GOVmotus, using the Subscription Order Form as shown in Exhibit B. Subscriber may change and update these Authorized Users and their roles as allowed by the Agreement.

Roles Utilized in GOVmotus bundles are:

GOVmotus AUTHORIZED USER LIMITS	BRONZE	GOLD	PLATINUM
Users Included*	1-3	11-15	TBD
Each Additional User (Groups of 5)	N/A	\$100	TBD

**additional users can be added as outline in Exhibit B*

GOVmotus USER ROLES							
System Roles	Admin	Building Official	Plan Reviewer	Inspector	Permit Tech	Accounting	License Tech
Permitting	X	X	X	X	X	X	
Licensing	X	X				X	X
Property Maintenance	X	X		X		X	

GOVmotus SYSTEM ACCESS							
Component Access	Admin	Building Official	Plan Reviewer	Inspector	Permit Tech	Accounting	License Tech
APPLICATIONS	X	X	X	X	X	X	X
PROJECT/CASE INFO	X	X	X	X	X	X	
CONTRACTOR INFO	X	X	X	X	X		
OWNER INFO	X	X	X	X	X		X
FEE CALCULATIONS	X	X			X	X	X
PLAN REVIEW	X	X	X				
INSPECTIONS	X	X	X	X			
PERMIT ISSUANCE	X	X			X		
CERTIFICATE ISSUANCE	X	X			X		X
ACCOUNTING	X	X				X	
REPORTING	X	X	X	X	X	X	X
DOCUMENT MGMT	X	X	X	X	X	X	X

G1.6 GOVmotus Database Storage Size

Based upon the package and or module selected, Service Provider will provide allotted storage space in the Service Provider's hosted environment as shown in the below table.

DATABASE STORAGE LIMITS ¹	BRONZE	GOLD	PLATINUM
PERMITS / YEAR	200	3000	TBD
LICENSES / YEAR	N/A	3000	TBD
CASES / YEAR	N/A	3000	TBD

¹ Per year limits. Data will be stored for previous 3 years and then made available via archived storage.

IBTS/MARC MASTER AGREEMENT

GOVmotus™ Permitting Software & Fees, Attachment G

G1.7 GOVmotus Customization / Integration / Data Migration

Service Provider may customize the GOVmotus system and integrate it with other software systems and applications upon request from the Subscriber in the PLATINUM package. Subscriber agrees to provide in writing a scope of services for the customization. Upon acceptance by the Service Provider, the Customized Scope of Services (Exhibit B as required) shall become a binding part of the Subscription Service Agreement.

G1.8 GOVmotus Training Services

Service Provider offers online help and usage documentation for all GOVmotus products at no cost to the Subscriber. Subscriber may elect to purchase additional training services if needed. The costs to deliver additional training has been identified in Exhibit B. Should the Subscriber elect to purchase additional training, the scope of training and pricing shall be defined and attached to the Subscription Order Form.

G1.9 GOVmotus™ Service Levels

Service Provider shall host and maintain the GOVmotus™ Programs. The Service will maintain an average availability of no less than 99.5%, which translates to less than forty-five (45) hours of downtime per annum, excluding downtime caused by (i) scheduled maintenance windows performed between the hours of 12:00 AM and 6:00 AM Eastern time, (ii) emergency maintenance, (iii) force majeure, and (iv) any other events beyond Service Provider's reasonable control. Downtime is any time in which a computer on the global Internet is unable to connect to the GOVmotus Program hosted environment, log into the application, access application data or file attachments or execute reporting jobs due to unavailability of the Service.

G1.10 GOVmotus™ Support Levels

During the term of this Agreement, Service Provider shall provide technical support to Subscriber by providing Subscriber with access to Service Provider's support services staff via a telephone help line or email. Technical support will be limited to a maximum per annum by Bundle, during the hours of 9:00 AM and 6:00 PM Eastern time, Monday through Friday to assist Subscriber with troubleshooting, error correction and use of the Service.

ANNUAL CUSTOMER SUPPORT LIMIT	BRONZE	GOLD	PLATINUM
Telephone and email support	4	48	TBD

G1.11 GOVmotus Configuration & Delivery Schedule

Service Provider will configure and deliver to the Subscriber the selected modules according to the following Configuration & Delivery Schedule. The schedule is subject to change to accommodate any customization, integration or data migration services that may be added by the Subscriber. Should the Subscriber purchase customization, integration and/or data migration, the schedule of configuration and delivery identified in the scope of those particular services shall supersede these schedules.

EVENT SCHEDULES	BRONZE	GOLD	PLATINUM
Configuration	N/A	10 business days	TBD
User Configuration Testing	N/A	1 week	TBD

G1.12 GOVmotus Subscription Service Fees

Subscription service fees comprise of an initial configuration fee and ongoing per use maintenance fees.

BUNDLED SUBSCRIPTION AND INITIAL CONFIGURATION FEES	BRONZE	GOLD ²	PLATINUM
ASSOCIATION MEMBER SUBSCRIPTION FEES *	FREE	\$16,200	TBD
NON-ASSOCIATION MEMBER SUBSCRIPTION FEES	N/A	\$18,000	TBD
EARLY TERMINATION FEES FOR ASSOCIATION AND NON-ASSOCIATION MEMBERS	N/A	\$12,000	TBD

* Exclusive membership benefit per agreements between IBTS and select associations

¹ Monthly fee in a yearly subscription term

² One time configuration fee

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

INDIVIDUAL MODULE CONFIGURATION FEES		EARLY TERMINATION FEES
	FEE	
GOVmotus Permitting	\$18,000	\$15,000
GOVmotus Licensing ¹	\$6,000	\$4,800
GOVmotus Property Maintenance ¹	TBD	TBD

¹ Requires Gold bundle

G1.13 GOVmotus Maintenance Fees

Ongoing, usage-based maintenance fees are shown in the following table:

MAINTENANCE FEES			
	BRONZE	GOLD	PLATINUM
MAINTENANCE FEE / Permit	\$8.00	\$8.00	TBD
MAINTENANCE FEE / License Application	N/A	\$3.50	TBD
MAINTENANCE FEE / Property Maintenance Case	N/A	TBD	TBD

Maintenance fees are per permit or license. Volume discounting is available.

RESERVED FOR FUTURE USE

IBTS/MARC MASTER AGREEMENT
: Planning and Zoning Services and Fees, Attachment I

11.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT

IBTS will provide Community Development management and support. Focusing on the community's assets, current character and desires, IBTS will develop, implement, manage and conduct planning and zoning activities for the Jurisdiction. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, Jurisdiction Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

IBTS will provide Community Development solutions that utilize traditional concepts along with innovative ideas that will best fit each respective community and its context. IBTS will coordinate efforts with the jurisdiction's Councils, Boards and/or Commissions to administrate the following:

- Community Development Operations (Long Range and Current)
- Development of Comprehensive, Subarea, Neighborhood and Corridor Plan Development or review
- Current Planning, including Plan and Development Review Facilitation
- Zoning Interpretation, Compliance and Enforcement
- Council, Boards and Commissions Training
- Council, Boards and Commissions Support
- Planning, Zoning and Development Ordinance and Code Review
- Zoning and Development Code Implementation
- Sign Code Development and Implementation
- Community Development Services Consultation

12.0 PLANNING AND ZONING INSPECTIONS

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- Site Inspections
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification
- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

13.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION

IBTS will provide the following grant writing and administration services:

- Grant Writing and Submittal (including all necessary public process)
- Grant Administration
- Project Management and construction oversight
- Grant Consultation

14.0 GEOGRAPHIC INFORMATION SYSTEMS (GIS)

With the adoption of a new Zoning Code, it would be advantageous to create a zoning map. A current zoning map would help the Jurisdiction administer the zoning ordinance. IBTS can assist in this endeavor and recommends the jurisdiction contact a local government agency for creation of this map. A digital parcel map can aid in the following:

IBTS/MARC MASTER AGREEMENT
: Planning and Zoning Services and Fees, Attachment I

- Zoning map creation and/or maintenance
- Parcel Map Digitization (if needed, with additional charge)*
- Basis for future land use analysis
- Regeneration of base tax map to recoup lost tax revenue
- Cost efficient Communication
- GIS Consultation

** Some restrictions may apply in some states, such as Oklahoma.*

I5.0 PLANNING & ZONING FEES – Operation or Augmentation

COMMUNITY DEVELOPMENT FEES	
PLANNING AND/OR ZONING APPLICATION	PROCESSING FEE*
II.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT	
<u>Zoning and Zoning Map Amendments</u>	
Rural Agricultural	\$500.00
Mixed Use	\$1250.00
Planned Unit Development	\$1500.00
Special Overlay Districts	\$1500.00
Use By Special Review	\$1500.00
Corridor District	\$1500.00
Zone Districts (not noted above)	\$1000.00
Zoning Verification Letter	\$75.00
Planned Unit Development (PUD)	
PUD Major Amendment	\$1500.00
PUD Minor Amendment	\$500.00
Abandonment of PUD	\$500.00
PUD, Special Overlay District or Corridor	
Spec. Overlay Dist/Corridor Preliminary Plat	\$1200.00 + \$5.00/acre
Spec. Overlay Dist/Corridor Final Plat	\$900+\$5.00/acre
Subdivision Plan	
Minor Subdivision Plat	\$400.00
Preliminary Plat/Development Plan	\$500.00 + \$5.00/acre
Final Plat	\$400.00 + \$5.00/acre
Minor Amendment to Approved Plat	\$250.00
Major Amendment to Approved Plat	\$900.00 + \$5.00 per acre
Preliminary and Final Plat Reinstatement or Extension	\$100.00
Telecommunication Towers, Antennas and Facilities	\$2500.00
Abandonment of PUD	\$500.00
Council, Boards and Commission Training	\$100/hour + material costs
Comprehensive Plan Amendments	\$1500.00
Land Use Plan Amendments	\$1500.00
Transportation Plan Amendments	\$1500.00
Site Plan	\$200.00
Amendment to approved Site Plan	\$200.00
Landscape Plan	\$200.00
Amendment to approved Landscape Plan	\$200.00
Sketch Plat	\$250.00
Preliminary Plat / Development Plan	\$500.00 + \$5.00/acre
PUD, Special Overlay District or Corridor Preliminary Plat	\$1200.00 + \$5.00/acre
Final Plat	\$400.00 + \$5.00/acre
PUD, Special Overlay District or Corridor Final Plat	\$900.00 + \$5.00/acre
Lot Split/Lot Combination	\$200.00 + \$25/lot

IBTS/MARC MASTER AGREEMENT
: Planning and Zoning Services and Fees, Attachment I

Plat Waiver	\$250.00
Minor Subdivision Plat	\$400.00
Minor Amendment to Approve Plat	\$250.00
Major Amendment to Approved Plat	\$900.00 + \$5.00/acre
Preliminary and Final Plat Reinstatement or Extension	\$100.00
Vacation of Right-of-way or Easement	\$500.00
Variance	\$500.00
Special Exceptions	\$500.00
Administrative Determinations	\$100.00
Appeal of Decision	\$250.00
Reconsideration Request	\$200.00
12.0 PLANNING AND ZONING INSPECTIONS	
Historic Preservation Review	\$1000.00
Environmental Review	\$1000.00
Floodplain Development Review	\$1000.00
Minutes	\$50.00 per hour
Agenda Fee	\$50.00 per hour
Ordinance Fee	\$100.00 per hour with a one (1) hour minimum
Waiver (Paving, parking, etc.)	\$100.00
Opinion of Appropriateness	\$100.00 per hour
Temporary Sign Permit	\$50.00
Sign Permits	
Temporary Sign Permit	\$50.00
Sign Permit	\$150.00
Zoning or Ordinance Interpretation	\$200.00
Written Notice	\$100.00 per hour
Public Notice	\$100.00
Placing of Legal Ad	\$100.00
13.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION	
Grant Writing and/or Administration	\$100.00 per hour
14.0 GEOGRAPHIC INFORMATION SYSTEMS (GIS)	
GIS Verification	\$90.00 per lot
ADDITIONAL SERVICES NOT INCLUDED ABOVE	
Consultation	\$100.00 per hour

* MARC Fees are 1.5% of the processing fees.

** An hourly rate is presented where a flat fee does not apply.

*** Fees do not include radius reports, court reporter, county filing fees, postage, sign or sign posting, or newspaper publication.

IBTS/MARC MASTER AGREEMENT ADDENDUM
Property Maintenance Services and Fees, Attachment J

J1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the Jurisdiction to enforce the jurisdiction's Property Maintenance ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by the jurisdiction, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, here is a list of inspections to be provided in this project:

- | | |
|--|-------------------------------------|
| ○ Unsafe Structures & Equipment | ○ Extermination / Infestations |
| ○ Emergency Measures | ○ Light / Ventilation |
| ○ Demolition | ○ Occupancy Limitations |
| ○ Rental Properties | ○ Required Facilities |
| ○ Vacant Structures | ○ Toilet Rooms |
| ○ Vacant Overgrown Land | ○ Plumbing Systems |
| ○ Nuisance | ○ Water Systems |
| ○ Property Inspections | ○ Sanitary Drainage |
| ○ 10" or higher weeds | ○ Heating Facilities |
| ○ Unimproved lots with weeds higher than 36" | ○ Mechanical Equipment |
| ○ Rodent Harborage | ○ Nuisance Inspection |
| ○ Abandoned Vehicle (Forwards to police) | ○ Electrical Facilities / Equipment |
| ○ Swimming Pools | ○ Duct Systems |
| ○ Exterior Structure | ○ Means of Egress |
| ○ Interior Structure | ○ Fire Resistance |
| ○ Rubbish & Garbage | ○ Fire Protection |

J2.0 – Property Maintenance Documentation

IBTS will coordinate with the jurisdiction officials including but not limited to the jurisdiction Attorney, the jurisdiction Fire Chief and the jurisdiction Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort.

Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the Jurisdiction upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

J3.0 – Jurisdiction Responsibility

The Jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

If needed, the Jurisdiction Police Department Police Chief, in coordination with the Mayor and Jurisdiction Council, will appoint IBTS as an officer charged with one duty only; the issuing Notices of Violation to vehicles for property maintenance violations.

Ordinances will be passed and fee schedules adopted by the Jurisdiction in order to pay for services rendered by IBTS. The Jurisdiction agrees to adopt a line item budget to pay for these services and it will be jurisdiction's responsibility to recoup any associated costs from the citizens for services. IBTS staff will monitor the budget and ensure that services don't exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The Jurisdiction will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

IBTS/MARC MASTER AGREEMENT ADDENDUM
Property Maintenance Services and Fees, Attachment J

J4.0 – Program Manager

The Jurisdiction Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the jurisdiction from accruing inspection charges for complaints that are not valid. This will enable the Jurisdiction to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

As required, coordination between IBTS and the jurisdiction Police Department will occur once the vehicle in question has been determined to exist. IBTS, once the VIN number is obtained, will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the Jurisdiction as well as the jurisdiction Police Department for enforcement and authorization of towing, as necessary.

IBTS/MARC MASTER AGREEMENT ADDENDUM
Property Maintenance Services and Fees, Attachment J

J5.0 – Fees

PROPERTY MAINTENANCE FEE SCHEDULE			
ITEM		1st Inspections includes violation letter and re-inspection	Additional Inspections as required
Dangerous or Unsafe Structures and Equipment	Residential	\$ 150	\$ 100
	Non-residential and Multi-Family	\$ 250	\$ 150
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Structure/Equipment Violation (other than Dangerous/Unsafe Buildings)	Residential	\$ 75	\$ 50
	Non-residential and Multi-Family	\$ 100	\$ 75
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Stop Work Order, Do Not Occupy Order		\$ 75	\$ 75
Unlawful Structure		\$ 250	\$ 150
Demolition		\$ 200	\$ 100
Rental Inspections	Apartment unit and rental home	\$ 100	\$ 50
	Multiple apartment and duplex units	\$ 85	\$ 40
Interior Property	Garbage, refuse, broken or worthless items, animal feces, etc.	\$ 100	\$ 50
	Infestation	\$ 50	\$ 40
	Unfit for human habitation (Not in Dangerous/Unsafe Buildings Code)	\$ 150	\$ 100
Exterior Property	Garbage, refuse, trash containers in front yard, unstacked firewood, limb piles, broken or worthless items, animal feces, weeds, building supplies, auto parts, etc.	\$ 50	\$ 40
	Porch, stairs, decks, balconies, handrails, guards	\$ 100	\$ 50
	Hard surfaces unsafe to vehicles and pedestrians	\$ 50	\$ 40
	Illegal Camping	\$ 50	\$ 40
	Pool of Water - swimming pool, pond, reservoir, other receptacles	\$ 75	\$ 50
Vehicles, Trailers, Campers, RVs, Motorcycles and Boats	Inoperable and unlicensed	\$ 50	\$ 40
	Improperly parked	\$ 50	\$ 40
	Used as living quarters	\$ 75	\$ 50
Nuisances Not Described Above		\$ 50	\$ 40
Assistance to Police and Prosecutor in preparing citations and court preparation.		\$100 per hour, plus travel costs	
Attendance and testimony at court and administrative Hearings		\$100 per hour, plus travel costs	
Preparation and organizing administrative hearings, i.e. placing legal notices, mailing letters, preparing documents, etc.		\$100 per hour, plus travel costs	
Residential property owner research		\$15 each	
Commercial property owner research		\$25 each	
Postage		Actual Cost	
Information from title company - ownership and encumbrance reports, ownership lists, etc.		Actual Cost	
Work Not Described Above		\$100 per hour, plus travel costs	

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

GOVmotus™ Terms and Software Agreement

On this _____ day of _____, 2016, the (enter client name here) hereinafter referred to as "Subscriber", located at (enter client address here), and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147, hereinafter referred to as "Service Provider", do hereby enter into this Software as a Service Subscription Agreement (the "Agreement") under the following terms and conditions.

Service Provider is a non-profit organization guided by a 5-member Board appointed by the National League of Cities, the International Client/County Management Association, the National Association of Counties, the Council of State Governments, and National Governors Association.

1.0 Subscription Service

Subject to the terms and conditions of the Agreement, Service Provider grants to Subscriber a non-exclusive, non-transferable subscription to use the software identified in Exhibit A (the "GOVmotus™ Programs"). Subscriber may use the GOVmotus™ Programs in Subscriber provided computer systems that are able to connect to the internet, for its own use, and may not translate or modify the GOVmotus™ Programs or incorporate them into other software without written permission from the Service Provider. Subscriber may not transfer, sub-contract, sub-license, sub-subscribe or otherwise make the GOVmotus™ Programs available to any third party, in whole or in part, in any form, whether modified or unmodified.

Subscriber hereby elects to subscribe to Services by completing the Subscription Order Form as shown in Exhibit B and paying all the required subscription fees and maintenance fees as shown in Exhibits A.

1.1 Software as a Service

This Agreement sets forth the terms and conditions under which Service Provider agrees to provide Subscriber with access to the GOVmotus™ Programs and provide other services to enhance Subscriber's productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (the "Services") as further set forth on an Exhibit A attached hereto. The Agreement shall remain in effect unless terminated as provided for herein.

The parties acknowledge and agree that this Agreement constitutes a license of intellectual property and that Subscriber, as licensee, is entitled to the rights afforded such licensees under the provisions of 11 U.S.C. § 365(n).

1.2 Authorized Users

Unless otherwise limited on Exhibit A, Service Provider grants Subscriber a renewable, nonassignable, nonexclusive, royalty-free, and worldwide right for any Subscriber employee, contractor, or agent, or any other individual or entity authorized by Subscriber, (each, an "Authorized User") to access and use the GOVmotus™ Programs and Services. Other than those limitations expressly described in Exhibit A, Authorized Users will have no other limitations on their access or use of the Services.

Access to the GOVmotus™ Programs and Services will be limited to the number of initial license(s) and number of Authorized Users described in Exhibit A. Subscriber is entitled to increase or decrease the number of Authorized Users; provided, however, that Subscriber shall pay for any increase in the number of Authorized Users should the number of users increase beyond the amount shown in Exhibit A. Should Subscriber elect to change the number of Authorized Users, Service Provider shall reduce or increase Authorized Users to the corresponding tier described in the Exhibit A and adjust future Subscription and Maintenance Fees .

1.3 Control and Location of Services

The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Subscriber. Except as otherwise specified in an Exhibit A, the Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

1.4 Storage of Services

The Services shall include the applicable allocation of database storage required to support the level of data as described in Exhibit A.

IBTS/MARC MASTER AGREEMENT
GOVmotus Terms and Software Agreement – Appendix 1

1.5 Changes in Functionality

During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services which meet the usage requirements specified in Exhibit A. Where Service Provider has introduced like functionality in other services, Subscriber shall have right to use and access to the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to Subscriber without any increase in the Services Fees.

1.6 Effect of Click-Through Terms and Conditions

Where an Authorized User is required to “click through” or otherwise accept any online terms and conditions (provided in Exhibit C) in accessing or using the Services, such terms and conditions are binding and shall have full force and effect as to the Services, this Agreement, or the applicable Exhibit A.

1.7 Ownership and Copies

The original and any copies of the GOVmotus™ Programs, made by Subscriber, including translations, compilations, partial copies, modifications, and updates, are the property of Service Provider.

Subscriber may not make copies of the GOVmotus™ Program or code in any form for any for use by any party, contractor, third-party provider, whether it is intended for backup or archive purposes or not. Each GOVmotus™ Program is copyrighted by Service Provider. Subscriber agrees to not reproduce, use or apply the copyright notice and proprietary logos of Service Provider in whole or in part.

2.0 Service Levels

For the term of the Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Level Standards, each as described in Exhibit A.

Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the impact or duration of any outage or interruption of Service.

Service Provider reserves the right in its reasonable discretion to (a) reject or edit Subscribers data, files, pictures, drawings and or all other electronically uploaded data, documents and or files (such editing to be done collaboratively with Subscriber); and (b) remove any material from the Service and cease access to portions or the entirety of the Service if the uploaded material is deemed offensive, pornographic, adult oriented and or otherwise material not intended for the GOVmotus Program’s intended use.

Service Provider is not responsible and cannot be liable for the Subscriber’s access and availability of the Subscriber’s LAN connectivity or their Internet Service Provider’s service levels, downtime, uptime, download speeds and or upload speeds.

3.0 Service Support and Maintenance

Service Provider, in consideration for payment of the applicable Usage Fees set forth in Exhibit A, shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the GOVmotus™ Programs to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version of Internet Explorer, Safari, and Google Chrome Internet browsers.

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3.1 Required Notice of Maintenance

Unless as otherwise agreed to by Subscriber on a case-by-case basis, Service Provider shall provide notice to Subscriber of all non-emergency maintenance to be performed on the Services with such written notice at least twenty four (24) hours in advance and must include a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to Subscriber and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

4.0 Customization / Integration Services

Service Provider shall provide the Customization / Integration Services, if any, described in an Exhibit B. The additional Services Fees for such Services shall be described in the Customization / Integration Services proposal.

Subscriber may, upon written notice, request changes to the Scope of the Services under Exhibit A. If Subscriber requests an increase in the scope, Service Provider shall notify Subscriber whether or not the change has an associated cost impact. If Subscriber approves, Subscriber shall issue a change order, which will be accepted by the Service Provider. Subscriber shall have the right to decrease the scope and the associated fees for an Exhibit A will be reduced accordingly.

Service Provider agrees to upload the Subscribers official municipal seal, logo or other identifying symbol on Subscriber's main dashboard site that is configured for specific use by the Subscriber. Subscriber hereby gives authorization to Service Provider to display, resize, print, reproduce, copy, digitize, format and otherwise use the Subscriber's digital symbol provided in all components of the GOVmotus™ Product subscribed to, including but not limited to reports, documents, notices, certificates, violations, orders and other printed documents whether electronic or hardcopy.

5.0 Training Services

Service Provider shall provide the Training Services, if any, described in an Exhibit B.

6.0 Audit Rights of Service Provider

Service Provider reserves all rights to conduct an on-premises audit of Subscriber's compliance with the use of the Services with a ten (10) day written notice. No more than once annually, Service Provider shall have the right to request from Subscriber its certification of compliance with the permitted number of Authorized Users set forth on Exhibit A. Where the actual number of users exceeds the permitted number of Authorized Users, Subscriber, at Subscriber's sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Service Provider; or, (b) license the appropriate number of Authorized Users at the rate specified in the Exhibit A so as to be in compliance with the permitted number of Authorized Users.

7.0 Terms

Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the initial term of the Agreement and all Exhibits attached herein shall commence upon signing of this Agreement and continue until the end of Initial Term listed in Exhibit B. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term").

7.1 Termination for Convenience

Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, either party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party after the Initial Term specified in Exhibit B.

7.2 Termination for Cause

If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, the non-breaching party may immediately terminate this Agreement for cause as of a date specified in such notice.

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7.3 Payments upon Termination

Upon the termination of this Agreement, Subscriber shall pay to Service Provider all amounts due and payable hereunder, if any. If the Agreement is terminated by the Service Provider, for convenience, or by the Subscriber, for cause, Service Provider shall refund to Subscriber all prepaid fees, if any.

Upon early termination by Service Provider, for cause, or by Subscriber, for convenience, Subscriber shall pay the Early Termination Fees described in Exhibit A. Early Termination Fees will be invoiced immediately to the Subscriber and payment shall be rendered within 30 days of receipt. Should Subscriber fail to pay the Early Termination Fees, Service Provider shall add the appropriate interest to the fees due, and may utilize any legal means necessary to collect fees from Subscriber. Early Termination Fees are only applicable if this Agreement is terminated within the Initial Term of this Agreement, beginning on the date signed. After the Initial Term, upon termination, Service Provider shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

If the Subscriber subscribed to a monthly subscription package, the Early Termination Fees shall be based on the entire fees for the Initial Term. If the Subscriber signed up for a single subscription fee package, the total amount shown in Exhibit A shall be used as a basis to calculate the Early Termination Fees.

7.4 Return of Subscriber Data

Upon the termination of this Agreement, Service Provider shall within thirty (30) business days following the termination of this Agreement provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Subscriber Data in a Microsoft® compatible database format specified by Subscriber. Further, Service Provider shall certify to Subscriber the destruction of any Subscriber Data within the possession or control of Service Provider but such destruction shall occur only after the Subscriber Data has been returned to Subscriber. This Section shall survive the termination of this Agreement.

7.5 Delivery of GOVmotus™ Programs

Service Provider shall use its best efforts to deliver the GOVmotus™ Programs promptly after receipt and payment of subscription. Configuration and delivery of the GOVmotus™ Programs are called out in Exhibit A, unless other configuration and delivery schedules are agreed upon due to customization and or integration services.

8.0 Transition Services

Provided that this Agreement has not been terminated by Service Provider due to Subscriber's failure to pay any undisputed amount due Service Provider, Service Provider will provide to Subscriber and / or to the service provider selected by Subscriber (such service provider shall be known as the "Successor Service Provider") assistance reasonably requested by Subscriber to effect the orderly transition of the Services, in whole or in part, to Subscriber or to Successor Service Provider (such assistance shall be known as the "Transition Services") following the termination of this Agreement.

The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to Subscriber or Successor Service Provider; (b) if required, transferring the Subscriber Data to Successor Service Provider; (c) using commercially reasonable efforts to assist Subscriber in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to Subscriber, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree.

Notwithstanding the foregoing, should Subscriber terminate this Agreement due to Service Provider's material breach, Subscriber may elect to use the Services for a period of no greater than three (3) months from the date of termination at a reduced rate of ten (10%) percent off of the then-current Subscription and Maintenance Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

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9.0 Fees and Billing

Subscriber shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by Subscriber of an invoice from Service Provider. Unless otherwise agreed to by the parties, Subscriber will not be given access to the Service until payment has been received.

9.1 Credit Card Usage

Subscriber may elect to pay subscription fees, including monthly, annual or other renewals by use of a credit or pay card. In such event, Subscriber agrees to provide Service Provider with complete and accurate billing and contact information. Subscriber agrees to update this information within thirty (30) days of any change to it. If the credit information you have provided is false or fraudulent, or Subscriber's account is seven (7) days or more overdue, in addition to any other legal remedies, Service Provider reserves the right to suspend access to the Service. Despite any such suspension, Subscriber acknowledges and agrees that it will be required to pay the fees until this Agreement is terminated in accordance with the termination provisions set forth herein. Subscriber may withdraw its consent to installment charges or recurring charges (if any) at any time by providing Service Provider at least 30-days advance written notice, and making alternative arrangements for payment to be made no later than the same respective charge dates. Subscriber represents that it is the card holder of the Credit Card and authorized to provide this authorization.

If a credit card is declined, Service Provider will notify Subscriber via the email address on record. If Subscriber misses a payment, Service Provider may notify Subscriber by phone or mail, but has no obligation to do so. A declined or expired credit card does not constitute valid termination notice and does not relieve Subscriber of any payment(s) owed.

9.2 Taxes

Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider or its employees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

Service Provider is responsible for payment of all applicable taxes on the funds to be received under this Agreement. Service Provider's Federal Tax Identification Number is 54-1963889.

9.3 Credits

Any amounts due to Subscriber, such as a Performance Credit, from Service Provider may be applied by Subscriber, at the sole election of Subscriber, against any current or future fees due to Service Provider. Any such amounts that are not so applied by Subscriber shall be paid to Subscriber by Service Provider within thirty (30) calendar days following Subscriber's request. This Section shall survive the termination of this Agreement.

9.4 Non-binding Terms

Any terms and conditions included in a Subscriber purchase order or a Service Provider invoice, as the case may be, shall be deemed to be solely for the convenience of the respective party, and no such term or condition shall be binding upon the parties.

9.5 No Suspension of Services

Service Provider shall not suspend any part of the Services where: (a) Subscriber is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than sixty (60) business days in arrears.

9.6 Interest on Overdue Accounts

All amounts due and owed to the Service Provider hereunder but not paid by the Subscriber on the due date thereof shall bear interest at the rate of ten per cent (10%) per annum. Such interest shall accrue from time to time on the balance of unpaid amounts outstanding from the date on which portions of such amounts become due and owing until payment thereof in full.

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10.0 Representations and Warranties

Both the Subscriber and Service Provider mutually agree, represent and warrant that:

- a) it is an organization duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- b) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- c) the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- d) it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- e) there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

11.0 Subscriber Data

Subscriber's data ("Subscriber Data," which shall also be known and treated by Service Provider, when applicable, as Public Records according to local, state and federal laws) may include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.

11.1 Service Provider Use of Subscriber Data

Service Provider is granted a limited license to use Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data to the extent necessary in providing the Services. Service Provider shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Service Provider's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.

11.2 Extraction of Subscriber Data

Service Provider shall, within fourteen (14) business days of Subscriber's request, provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), an extract of the Subscriber Data in a Microsoft® database compatible format specified by Subscriber no more often than once a quarter.

11.3 Backup and Recovery of Subscriber Data

As a part of the Services, Service Provider is responsible for maintaining a backup of Subscriber Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, Service Provider shall maintain a contemporaneous backup of Subscriber Data that can be recovered within twenty-four (24) hours at any point in time. Any backups of Subscriber Data shall not be considered in calculating storage used by Subscriber.

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11.4 Loss of Data

In the event of any act, error or omission, negligence or misconduct by Service Provider that compromises or is suspected to compromise the security, confidentiality, or integrity of Subscriber Data, Service Provider shall, as applicable: (a) notify Subscriber as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Subscriber in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other non-proprietary materials requested by Subscriber; (c) in the case of PII, at Subscriber's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Subscriber for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

12.0 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party); or (e) a "public record". For purposes of this Agreement, in all cases and for all matters, PII shall be deemed to be Confidential Information.

12.1 Obligation of Confidentiality

The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. The provision of this Section shall survive the termination of this Agreement.

13.0 Proprietary Rights

Subscriber recognizes that Service Provider regards the GOVmotus™ Programs as its proprietary information and has confidential trade secrets of great value. Subscriber agrees not to provide, give access to or to otherwise make available in any form the GOVmotus™ Programs, or any portion thereof, to any person other than employees of Subscriber without the prior written consent of Service Provider. Subscriber further agrees to treat the GOVmotus™ Programs with at least the same degree of care with which Subscriber treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the GOVmotus™ Programs.

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Subscriber acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.

Except as expressly set forth herein, no license is granted by the Service Provider to the Subscriber with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to the Subscriber any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials. The provisions of this Section shall survive the termination of this Agreement.

13.1 Proprietary Rights and Mutual Indemnification

Service Provider agrees to indemnify, defend, and hold the Subscriber harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from Subscriber, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right of third parties. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that Subscriber is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for Subscriber the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Subscriber; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Subscriber any prepaid fees and the full cost associated with any Transition Services.

Subscriber agrees to defend, indemnify and hold Service Provider, and its directors, officers, employees, agents, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any content Subscriber submits, posts, transmits, or otherwise make available through the Service; (b) Subscribers use of the Service; (c) any violation by Subscriber of this Agreement; (d) any action taken by Service Provider as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) Subscribers violation of any rights of another.

13.2 Indemnification Procedures

Promptly after receipt by Subscriber of a threat, notice, or filing of any Claim against an Indemnitee, Subscriber shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may have to the Subscriber except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and Subscriber shall not independently defend or respond to a Claim; provided, however, that: (a) Subscriber may defend or respond to a Claim, at Service Provider's expense, if Subscriber's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) Subscriber shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, Subscriber shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse Subscriber for all reasonable out-of-pocket costs incurred by Subscriber (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

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14.0 Disclaimer of Warranties

To the maximum extent permitted by applicable law, in no event shall Service Provider be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if Service Provider has been advised of the possibility of such damages by the Subscriber. Except as otherwise expressly set forth in this Agreement, Service Provider's liability for damages arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the lesser of (A) Subscriber's actual direct damages, or (B) the then current annual subscription fees and maintenance fees paid by Subscriber under this Agreement. The fees set forth in this Agreement have been established in reliance upon this limitation of liability. The foregoing limitation of liability shall not apply to claims that are subject to the indemnification provisions of Sections 13.1 and 13.2.

15.0 Insurance

Service Provider shall maintain, during the life of the Agreement, such Commercial General Liability Insurance which shall protect Service Provider, and any Subcontractors during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by Service Provider or by a Subcontractor, or by anyone directly or indirectly employed by either. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000; Errors and Omissions Insurance in an amount not less than \$1,000,000. Upon request, Service Provider will submit copies of insurance certificates.

16.0 Applicable Law

This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia exclusive of its choice of law provisions and without the application of the Uniform Computer Information Transactions Act. Any suit hereunder will be brought in the federal or state courts located in the Commonwealth of Virginia, and Subscriber submits to the personal jurisdiction thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

17.0 Agreement Exhibits

Exhibits A, B, and C as attached herein are fully implemented and a part of this Agreement and shall be fully in force at signing of the Agreement and shall terminate in accordance with this Agreement.



Economic Development Council Meeting 10/1/2018

To: Mayor and City Council
From: Doug Hermes, Planning Consultant
Date: 9/25/2018
RE: Special Use Permit Renewal for 106 E. Broadway Ave., Ink Stylez Studio - Ordinance No. 18-10-06

General Information:

Address: 106 E. Broadway
Current Zoning: C-2-General Business District (Central Business District)
Current Land Use: Retail/Service Business

Surrounding Zoning & Land Use: North – C-2; commercial
East – C-2; commercial
South – C-2; commercial
West – C-2; commercial

Background:

The applicant was issued a special use permit in October 2016 for a two-year period for a tattooing establishment. The business has been operating continuously since that time.

The Zoning Ordinance requires a special use permit for all tattooing establishments in the city, and limits the permit to a two-year period with the opportunity for renewal.

During the initial two-year period there have been no identified concerns or issues with the business.

Staff Analysis:

The Zoning Regulations recognize that there are special land uses and circumstances which, because of their unique character, cannot be properly classified in any particular zoning district(s) without special consideration in each case of the impact of those uses upon neighboring property. These cases can be reviewed individually for their appropriateness and authorized through a Special Use Permit.

It appears that the tattooing establishment is operating well within community standards and is an asset to the downtown business environment.

Staff finds that the proposed special use renewal is appropriate and meets the intent and purpose of the zoning regulations.

Staff Recommendation/Action Requested:

City staff recommends approval of the Special Use Permit renewal for a tattooing establishment at 106 E. Broadway Avenue.

Respectfully Submitted,

Doug Hermes, Planning Consultant

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Cover Memo	9/25/2018
P&Z Excerpt of Meeting Minutes	Cover Memo	9/25/2018
P&Z Staff Report	Cover Memo	9/25/2018

ORDINANCE NO. _____

**AN ORDINANCE RENEWING A SPECIAL USE PERMIT
FOR A TATTOO BUSINESS**

WHEREAS, Mr. Zack Baldwin (the "Applicant") submitted an application for renewal of a special use permit for a property located at 106 E. Broadway Avenue, Excelsior Springs, Missouri, to be operated as a retail business in a C-2 General Business District, requesting renewal of the special use permit originally approved by Ordinance 16-10-03, by Council action on October 17, 2016 for a period of two (2) years; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri has considered the report of City planning staff regarding activities under the prior special use permit.

WHEREAS, the City Council of the City of Excelsior Springs, Missouri considered and reviewed the application and the recommendation of the Planning & Zoning Commission at its regular meeting of October 1, 2018, and determined adoption and approval to be in the City's best interests and to promote the public health, safety and welfare.

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

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant's request for renewal of a special use permit for a tattoo business in the C-2 General Business District is hereby approved for a period of two (2) years, subject to the restrictions set forth in Section 2 of this Ordinance.

Section 2. The Applicant shall comply with all provisions of the Municipal Code and Missouri state law applicable to tattooing, body piercing and branding, including Excelsior Springs Ordinance 16-09-04.

Section 3. The Applicant shall comply with all other Municipal Code requirements.

Section 4. The Special Use Permit shall be granted for a period of two (2) years. Prior to expiration of the Special Use Permit, applicant may apply for extension/renewal.

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

INTRODUCED IN WRITING, read by title two times, passed and approved on the ____ day of _____, 2018.

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Excerpt from the September 18, 2018 Planning and Zoning Meeting Summary

Item 4. Case No. SUP-18-006 – An application by Mr. Zac Baldwin for renewal of a Special Use Permit for the operation of a tattooing establishment in the C-2 General Business District at 106 E. Broadway Avenue (Public Hearing)

Doug Hermes presented the information for the Special Use Permit as described in the staff report.

Chairman Gerdes asked if there were any questions for the staff. Seeing none, he opened the public hearing.

Chairman Gerdes asked the applicant if they wished to speak.

Mr. Baldwin thanked the community for their support and allowing him to do it right.

Chairman Gerdes asked if any members of the public wished to speak. Seeing none, he closed the public hearing.

After Chairman Gerdes closed the public hearing, he asked if Commissioners had any other questions for staff or the applicant. Seeing none, he asked for a motion.

Commissioner Simmons moved to approve Case No. SUP-18-006 for approval of the renewal of a Special Use Permit for the operation of a tattooing establishment in the C-2 General Business District at 106 E. Broadway Avenue. Commissioner Slusher seconded the motion.

Vote: Motion passed 7-0-0

Yes: Commissioners: Barnes, Bullimore, Gerdes, Griffey, Manley, Simmons, and Slusher.

No: None

Abstain: None

**Community Development Department
Planning & Zoning**

Phone: 816-630-0756; Fax: 816-630-9572



To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. SUP-18-006 – An application by Mr. Zac Baldwin for renewal of a Special Use Permit for the operation of a tattooing establishment in the C-2 General Business District at 106 E. Broadway Avenue (*Public Hearing*).

Applicant: Mr. Zac Baldwin

Meeting Date: September 18, 2018

General Information:

Address: 106 E. Broadway
Current Zoning: C-2 – General Business District (Central Business District)
Current Land Use: Retail/Service Business

Surrounding Zoning & Land Use: North – C-2; commercial
East – C-2; commercial
South – C-2; commercial
West – C-2; commercial

Background:

The applicant was issued a special use permit in October 2016 for a two-year period for a tattooing establishment. The business has been operating continuously since that time.

The Zoning Ordinance requires a special use permit for all tattooing establishments in the city, and limits the permit to a two-year period with the opportunity for renewal.

During the initial two-year period there have been no identified concerns or issues with the business.

Staff Analysis:

The Zoning Regulations recognize that there are special land uses and circumstances which, because of their unique character, cannot be properly classified in any particular zoning district(s) without special consideration in each case of the impact of those uses upon neighboring property. These cases can be reviewed individually for their appropriateness and authorized through a Special Use Permit.

It appears that the tattooing establishment is operating well within community standards and is an asset to the downtown business environment.

Staff finds that the proposed special use renewal is appropriate and meets the intent and purpose of the zoning regulations.

Staff Recommendation/Action Requested:

City staff recommends approval of the Special Use Permit renewal for a tattooing establishment at 106 E. Broadway Avenue.

Respectfully Submitted,

Doug Hermes
City of Excelsior Springs
Planning Consultant

Attachments:

Exhibit A – Vicinity Map



City Council Meetings
Council Meeting 10/1/2018

To: Mayor and City Council
From: Molly McGovern, City Manager
Date: 9/26/2018
RE: Appropriations - Ordinance No. 18-10-07

The Expenditure Approval Lists prepared September 12, September 19, and September 26 of 2018 are attached for your review and consideration. Please give me a call if you have questions prior to the October 1, 2018 meeting.

Appropriations (09-12-18)	212,905.58
Appropriations (09-19-18)	140,928.81
Appropriations (09-26-18)	369,957.12
Total	\$ 723,791.51

I respectfully request appropriations be approved in the amount of \$723,791.51.

Respectfully submitted,

Molly McGovern, City Manager

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	9/26/2018
Appropriations 9-12-18	Cover Memo	9/26/2018
Appropriations 9-19-18	Cover Memo	9/26/2018
Appropriations 9-26-18	Cover Memo	9/27/2018
Coding List	Cover Memo	9/26/2018

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 _____ 2018.

BRADLEY T. EALES (Mayor)

ATTEST:

Shannon Stroud, City Clerk

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

Director of Finance of the City of
Excelsior Springs, Missouri

PREPARED 09/12/2018,16:01:03
PROGRAM: GM339L
CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST
AS OF: 09/21/2018 PAYMENT DATE: 09/13/2018

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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
0001268 86441	00	ALL NATIONS FLAG CO., INC 005680	00 09/12/2018	101-1601-416.60-20	FLAGS	164.00	
					VENDOR TOTAL *	164.00	
0000791	00	AMEREN UE 005585	00 09/10/2018	520-1001-432.41-01	ELECTRIC SERVICE	11.96	
					VENDOR TOTAL *	11.96	
0000232 000022209	00	ANDRAE, CLINT B UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	61.22	
					VENDOR TOTAL *	61.22	
0002183 24610 24610	00	BALL POWER EQUIPMENT L.L.C. PI0154 004892 00 09/11/2018 PI0155 004892 00 09/11/2018		510-1001-433.61-07 520-1001-432.61-07	FARRIS MOWER FARRIS MOWER	CHECK #: 100011 CHECK #: 100011	2,677.00 2,677.00
					VENDOR TOTAL *	.00	5,354.00
0002980 730067893	00	BARTLETT & WEST, INC. 005681	00 09/12/2018	510-1001-433.33-03	ENGINEERING	556.50	
					VENDOR TOTAL *	556.50	
0000232 000017855	00	BASE, BENJAMIN LEE UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	111.53	
					VENDOR TOTAL *	111.53	
0000232 000008057	00	BOOS, CHERYL & STEPHEN UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	38.12	
					VENDOR TOTAL *	38.12	
0003107 118727 118724 118834	00	BOOT BARN INC. 005585 005585 005603	00 09/10/2018 00 09/10/2018 00 09/11/2018	510-1001-433.42-02 510-1001-433.42-02 510-1001-433.42-02	SAFETY BOOTS SAFETY BOOTS SAFETY BOOTS	114.74 114.74 114.74	
					VENDOR TOTAL *	344.22	
0002795 82976795	00	BOUND TREE MEDICAL, LLC 005672	00 09/11/2018	101-2202-422.61-02	EMS SUPPLIES	735.51	
					VENDOR TOTAL *	735.51	
0000232 000022333	00	BRISBIN, DARRICK A UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	51.90	
					VENDOR TOTAL *	51.90	
0001269	00	BRUNER CONTRACTING COMPANY 005549	00 09/10/2018	297-1001-455.72-00	CLUBHOUSE PROJECT	107,834.00	
					VENDOR TOTAL *	107,834.00	
0002355 0354319-IN	00	CAMPBELL PET COMPANY 005619	00 09/11/2018	101-2103-421.61-07	LEASHES	164.25	
					VENDOR TOTAL *	164.25	
0000232	00	CAMPBELL, JOSHUA W.					

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
0000232 000024013	00	CAMPBELL, JOSHUA W. UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	81.10	
					VENDOR TOTAL *	81.10	
0000541 11259482	00	CARTER-WATERS CORP. 005620 005621	00 09/11/2018 00 09/11/2018	210-1001-451.43-28 210-1001-451.43-25	MISC SUPPLIES MISC SUPPLIES	179.52 27.25	
					VENDOR TOTAL *	206.77	
0000211 1906728	00	CENTRAL STATES BEVERAGE COMPANY 005682	00 09/12/2018	530-1004-455.46-00	BEER	640.50	
					VENDOR TOTAL *	640.50	
0001269	00	CHAD CLEVINGER 005622	00 09/11/2018	210-1001-451.58-04	TRAVEL ADVANCE	203.00	
					VENDOR TOTAL *	203.00	
0000015 FOQS128444 FOQS128439 FOQS128554	00	CHUCK ANDERSON FORD MERCURY INC. 005623 005624 005625	00 09/11/2018 00 09/11/2018 00 09/11/2018	101-2101-421.43-10 101-2101-421.43-10 101-2101-421.43-10	UNIT 65 REPAIRS OIL CHANGE OIL CHANGE	1,589.49 30.95 23.95	
					VENDOR TOTAL *	1,644.39	
0000912 20180904-01	00	CLAY COUNTY DRUG TASK FORCE 005626	00 09/11/2018	101-2101-421.61-17	GRANT MATCH	6,500.00	
					VENDOR TOTAL *	6,500.00	
0000447	00	CLAY COUNTY SHERIFF'S DEPT 005627	00 09/11/2018	101-1204-412.61-25	PRISONER HOUSING	663.00	
					VENDOR TOTAL *	663.00	
0002616 SI-05716	00	CYBERGOLF 005683	00 09/12/2018	530-1001-455.55-00	VOUCHER FEE	13.65	
					VENDOR TOTAL *	13.65	
0003082 16463	00	CYCLONE, INC. 005684	00 09/12/2018	530-1001-455.43-24	PORTA POTTY	465.00	
					VENDOR TOTAL *	465.00	
0002959 DP1802660	00	DATA PROSE, LLC 005628 005631 005629 005632 005630 005633	00 09/11/2018 00 09/11/2018 00 09/11/2018 00 09/11/2018 00 09/11/2018 00 09/11/2018	510-1001-433.55-00 510-1001-433.60-03 520-1001-432.55-00 520-1001-432.60-03 550-1001-434.55-00 550-1001-434.60-03	UTILITY BILLING/POSTAGE UTILITY BILLING/POSTAGE UTILITY BILLING/POSTAGE UTILITY BILLING/POSTAGE UTILITY BILLING/POSTAGE UTILITY BILLING/POSTAGE	264.97 561.72 424.27 899.44 86.12 182.58	
					VENDOR TOTAL *	2,419.10	
0000232 000023517	00	DENNIS, AUSTIN C UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	12.41	

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000232	00	DENNIS, AUSTIN C							
							VENDOR TOTAL *	12.41	
0000889	00	DOWNTOWN EXCELSIOR PARTNERSHIP							
		005634			00 09/11/2018	210-1001-451.54-00	TRIP PLANNER GUIDE	350.00	
							VENDOR TOTAL *	350.00	
0002124	00	E NET							
5508		005685			00 09/12/2018	530-1001-455.67-03	SERVICE/SUPPORT	221.00	
							VENDOR TOTAL *	221.00	
0003131	00	EDWARDS CHEMICALS, INC.							
049184		005699			00 09/12/2018	281-1005-457.61-06	POOL CHEMICALS	2,627.96	
							VENDOR TOTAL *	2,627.96	
0003050	00	EMS BILLING SERVICES, INC.							
20182967		PI0156 004794			00 09/01/2018	101-2202-422.34-17	AUGUST BILLING	5,306.81	
							VENDOR TOTAL *	5,306.81	
0003156	00	ENERFAB POWER & INDUSTRIAL, INC.							
90452102		005686			00 09/12/2018	520-1001-432.43-22	SERVICE CALL	90.00	
							VENDOR TOTAL *	90.00	
0003127	00	ENVIRO-MASTER OF KANSAS CITY							
KNS211214		005635			00 09/11/2018	101-2101-421.43-12	SANITIZATION	60.00	
							VENDOR TOTAL *	60.00	
0001233	00	EX SPRINGS GOLF CLUB							
		005702			00 09/12/2018	101-1401-413.29-05	EMPLOYEE LUNCHEON	1,488.50	
							VENDOR TOTAL *	1,488.50	
0000384	00	EXCELSIOR ANIMAL CLINIC, INC.							
		005637			00 09/11/2018	101-2103-421.61-28	VET CHARGES	1,127.32	
							VENDOR TOTAL *	1,127.32	
0000486	00	EXCELSIOR FLORAL & GIFTS							
7121		005701			00 09/12/2018	101-1401-413.29-05	FUNERAL ARRANGEMENT	55.00	
7119		005636			00 09/11/2018	210-1001-451.61-30	PLANT	45.00	
							VENDOR TOTAL *	100.00	
0000203	00	EXCELSIOR MEDICAL CENTER							
1198705		005700			00 09/12/2018	101-2101-421.33-05	DRUG SCREEN	29.00	
							VENDOR TOTAL *	29.00	
0000991	00	EXCELSIOR SPRINGS STANDARD							
830		005550			00 09/10/2018	101-1802-418.54-00	PUBLIC NOTICES	171.50	
869		005673			00 09/11/2018	101-2201-422.54-00	PUBLIC NOTICE	40.00	
		005552			00 09/10/2018	510-1001-433.54-00	PUBLIC NOTICES	42.00	
		005551			00 09/10/2018	520-1001-432.54-00	PUBLIC NOTICES	49.00	
							VENDOR TOTAL *	302.50	
0002504	00	EZ QUICK LUBE							

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0002504 79360	00	EZ QUICK LUBE 005674	00 09/11/2018	101-2202-422.62-02	OIL CHANGE	73.00	
					VENDOR TOTAL *	73.00	
0001269	00	FIRE MARSHALS ASSO. OF MO. 005675	00 09/11/2018	101-2201-422.67-02	ANNUAL MEMBERSHIP	30.00	
					VENDOR TOTAL *	30.00	
0000774 110728	00	FIRE MASTER FIRE EQUIPMENT, INC. 005676	00 09/11/2018	101-2201-422.43-10	GENERATOR REPAIR	250.00	
					VENDOR TOTAL *	250.00	
0001643 26209	00	FLUESMEIER LEASING & SALES 005687	00 09/12/2018	530-1004-455.46-00	ICE	600.00	
					VENDOR TOTAL *	600.00	
0002856 PS400220808 SS710018295 SC710001536 SC710001536	00	FOLEY INDUSTRIES 005074 003931 003932 005545 005547	00 08/14/2018 00 06/12/2018 00 06/12/2018 00 09/07/2018 00 09/07/2018	250-1001-439.43-11 520-1001-432.43-22 520-1001-432.43-22 520-1001-432.43-22 520-1001-432.43-22	GLASS/WINDOW PARTS/LABOR/GENERATOR PARTS/LABOR/GENERATOR GENERATOR/PARTS/LABOR FINANCE CHARGES	135.83 2,539.63 3,147.23 3,147.23 83.91	
					VENDOR TOTAL *	2,759.37	
0000232 000004195	00	FREEMAN, RONALD D & DELINDA S UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	136.50	
					VENDOR TOTAL *	136.50	
0002631 010649660	00	GALLS/QUARTERMASTER 005638	00 09/11/2018	101-2101-421.61-04	BOOTS	132.95	
					VENDOR TOTAL *	132.95	
0002109 891179 891615	00	GEIGER READY-MIX CO INC 005585 005604	00 09/10/2018 00 09/11/2018	510-1001-433.43-21 510-1001-433.43-21	CONCRETE CONCRETE	1,718.38 990.25	
					VENDOR TOTAL *	2,708.63	
0001269 PG000016128	00	GENERAL CODE 005703	00 09/12/2018	101-1401-413.33-07	CODIFICATION	1,044.79	
					VENDOR TOTAL *	1,044.79	
0002729 1162071	00	GFI DIGITAL, INC. 005688	00 09/12/2018	510-1001-433.44-02	LEASE ON COPIER	18.77	
					VENDOR TOTAL *	18.77	
0002974 584635	00	GRAVES MENU MAKER FOODS 005690	00 09/12/2018	530-1004-455.46-00	FOOD	681.54	
					VENDOR TOTAL *	681.54	
0001269	00	GREGG WILLIAMS FOUNDATION INC.					

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INVOICE	VOUCHER	P.O.	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO					AMOUNT
0001269	00	GREGG WILLIAMS FOUNDATION INC.					
	005553		00 09/10/2018	101-1401-413.33-03	SPONSORSHIP/TIGER CLASSIC	500.00	
					VENDOR TOTAL *	500.00	
0002438	00	HELENA AGRI-ENTERPRISES, LLC					
64224196	PI0161	004894	00 08/13/2018	530-1001-455.61-06	CHEMICALS	2,197.50	
					VENDOR TOTAL *	2,197.50	
0000232	00	HIGHTOWER, BILL & LORRAINE					
000002239	UT		00 09/05/2018	510-0000-115.20-01	UB CR REFUND	19.27	
					VENDOR TOTAL *	19.27	
0000178	00	HILLYARD/KANSAS CITY					
603125410	005554		00 09/10/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	505.99	
					VENDOR TOTAL *	505.99	
0000232	00	HOLT, JAMES A & ALICE					
000017121	UT		00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	12.16	
					VENDOR TOTAL *	12.16	
0000232	00	HOPKINS-LEE, DEBORAH L					
000020617	UT		00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	20.01	
					VENDOR TOTAL *	20.01	
0003078	00	HOTSHOT FIRE & SAFETY					
009551	005584		00 09/10/2018	101-1601-416.43-12	EXTINGUISHER MAINTENANCE	742.85	
9552	005639		00 09/11/2018	101-2101-421.43-11	EXTINGUISHER MAINTENANCE	282.15	
					VENDOR TOTAL *	1,025.00	
0000739	00	ICMA RETIREMENT TRUST					
	005710		00 09/12/2018	780-0000-217.07-00	EMPLOYEE CONTRIBUTIONS	1,450.88	
					VENDOR TOTAL *	1,450.88	
0000342	00	IDEKER, INC.					
11762	005640		00 09/11/2018	210-1001-451.73-00	LIME	58.17	
					VENDOR TOTAL *	58.17	
0003170	00	INT ASSN OF FIRE FIGHTERS, LOCAL 42					
	005710		00 09/12/2018	780-0000-217.52-00	FIRE UNION DUES	900.00	
					VENDOR TOTAL *	900.00	
0001269	00	IRON MOUNTAIN					
AEN2277	005555		00 09/10/2018	281-1001-457.43-01	SHREDDING SERVICE	87.99	
					VENDOR TOTAL *	87.99	
0000580	00	JOHN'S SUPER					
26971	005691		00 09/12/2018	530-1004-455.46-00	FOOD	9.84	
26648	005692		00 09/12/2018	530-1004-455.46-00	FOOD	33.99	
13365	005693		00 09/12/2018	530-1004-455.46-00	BABY POWDER	3.00	
					VENDOR TOTAL *	46.83	
0000539	00	KANSAS CITY WINNELSON					

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0000539 542413 01	00	KANSAS CITY WINNELSON 005605	00 09/11/2018	510-1001-433.43-21	VALVE BOX/MISC MATERIAL	516.14	
					VENDOR TOTAL *	516.14	
0001269 02-174295 02-173651	00	KANSAS GOLF AND TURF INC 005694 005695	00 09/12/2018 00 09/12/2018	530-1001-455.43-11 530-1001-455.43-11	BEARING/SEALS SPACER	139.37 81.31	
					VENDOR TOTAL *	220.68	
0002116 52997 52986	00	KC WIRELESS INC. 005642 005641	00 09/11/2018 00 09/11/2018	101-2101-421.43-11 270-1001-421.61-07	RUMBLER REPAIRS EQUIPMENT INSTALLATION	50.00 1,280.25	
					VENDOR TOTAL *	1,330.25	
0001269 0048	00	KH CONSULTING 005556	00 09/10/2018	101-1401-413.33-03	CONSULTING SERVICES	1,500.00	
					VENDOR TOTAL *	1,500.00	
0000455 11649 11651 11650 11658 11659 11681	00	KLEINSCHMIDT'S WESTERN STORE 005585 005585 005606 005607 005585 005585	00 09/10/2018 00 09/10/2018 00 09/11/2018 00 09/11/2018 00 09/10/2018 00 09/10/2018	250-1001-439.42-02 250-1001-439.42-02 510-1001-433.42-02 510-1001-433.42-02 520-1001-432.42-02 520-1001-432.42-02	SAFETY BOOTS SAFETY BOOTS SAFETY BOOTS SAFETY BOOTS SAFETY BOOTS SAFETY BOOTS	129.95 129.95 150.00 139.95 150.00 150.00	
					VENDOR TOTAL *	849.85	
0001269 005696	00	KRIS BISHOP 005696	00 09/12/2018	530-1004-455.61-07	REIMBURSEMENT/MISC	19.80	
					VENDOR TOTAL *	19.80	
0002924 005558 005704	00	LAMP, RYNEARSON & ASSOCIATES, INC. 005558 005704	00 09/10/2018 00 09/12/2018	220-1001-465.45-10 220-1001-416.33-03	ENGINEERING ENGINEERING	6,700.00 1,214.45	
					VENDOR TOTAL *	7,914.45	
0003010 00049314-00	00	LIBERTY HOSPITAL URGENT CARE- 005677	00 09/11/2018	281-1001-457.33-05	DRUG SCREEN	60.00	
					VENDOR TOTAL *	60.00	
0000232 000022063	00	LOGAN, REBECCA E UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	1.58	
					VENDOR TOTAL *	1.58	
0000232 000022835	00	MCHENRY, LAUREN K UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	22.17	
					VENDOR TOTAL *	22.17	
0000613 901000237-1	00	MIDWEST MOBILE RADIO 005643	00 09/11/2018	101-2101-421.43-11	RADIO REPAIRS	158.93	

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0000613	00	MIDWEST MOBILE RADIO					
0001188	00	MO DEPT OF PUBLIC SAFETY			VENDOR TOTAL *	158.93	
B19-1331	005559	00 09/10/2018	281-1001-457.43-02	BOILER INSPECTIONS	120.00		
0000309	00	MO DEPT OF REVENUE			VENDOR TOTAL *	120.00	
	005710	00 09/12/2018	510-0000-202.16-00	WITHHOLDING TAX	5,324.00		
	005710	00 09/12/2018	510-0000-369.01-00	WITHHOLDING TAX	130.21-		
	005710	00 09/12/2018	530-0000-202.16-00	WITHHOLDING TAX	1,186.68		
0003031	00	MULTIVISTA - KANSAS CITY			VENDOR TOTAL *	6,380.47	
103977	005560	00 09/10/2018	220-1001-465.45-10	CONSTRUCTION DOCUMENTS	425.00		
0001269	00	NATE WILLIAMS			VENDOR TOTAL *	425.00	
	005644	00 09/11/2018	210-1001-451.58-04	TRAVEL ADVANCE	311.00		
0003100	00	NEWDAWN FIBER			VENDOR TOTAL *	311.00	
	005705	00 09/12/2018	281-1001-457.53-01	INTERNET ACCESS	850.00		
0002140	00	NORTH KANSAS CITY BEVERAGE CO., INC.			VENDOR TOTAL *	850.00	
10012725	005696	00 09/12/2018	530-1004-455.46-00	BEER	783.70		
10013547	005696	00 09/12/2018	530-1004-455.46-00	BEER	714.70		
0002956	00	NUESYNERGY, INC.			VENDOR TOTAL *	1,498.40	
N20861	005645	00 09/11/2018	101-1401-413.26-01	ADMIN FEES/SECTION 125	6.25		
	005646	00 09/11/2018	101-1501-415.26-01	ADMIN FEES/SECTION 125	18.75		
	005647	00 09/11/2018	101-1601-416.26-01	ADMIN FEES/SECTION 125	6.25		
	005648	00 09/11/2018	101-1803-418.26-01	ADMIN FEES/SECTION 125	6.25		
	005649	00 09/11/2018	101-1901-419.26-01	ADMIN FEES/SECTION 125	6.25		
	005650	00 09/11/2018	101-2101-421.26-01	ADMIN FEES/SECTION 125	6.25		
	005651	00 09/11/2018	101-2202-422.26-01	ADMIN FEES/SECTION 125	43.75		
	005652	00 09/11/2018	101-3101-431.26-01	ADMIN FEES/SECTION 125	37.50		
	005653	00 09/11/2018	210-1001-451.26-01	ADMIN FEES/SECTION 125	6.25		
	005654	00 09/11/2018	510-1001-433.26-01	ADMIN FEES/SECTION 125	12.50		
	005655	00 09/11/2018	520-1001-432.26-01	ADMIN FEES/SECTION 125	6.25		
	005656	00 09/11/2018	530-1004-455.26-01	ADMIN FEES/SECTION 125	6.25		
0001036	00	PITTMAN PRINTING INC.			VENDOR TOTAL *	162.50	
61373	005611	00 09/11/2018	101-1201-412.55-00	PLEA FINDING SHEETS	95.34		
0000647	00	PLATTE-CLAY ELECTRIC			VENDOR TOTAL *	95.34	

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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
0000647	00	PLATTE-CLAY ELECTRIC 005561	00 09/10/2018	101-3101-431.41-01	ELECTRIC SERVICE	83.50	
					VENDOR TOTAL *	83.50	
0000060 84918999	00	PRAXAIR DISTRIBUTION, INC. 005697	00 09/12/2018	530-1001-455.61-06	BOTTLE RENTAL	27.81	
					VENDOR TOTAL *	27.81	
0000887 32889	00	PRICE CHOPPER 005697	00 09/12/2018	530-1004-455.46-00	FOOD	18.04	
					VENDOR TOTAL *	18.04	
0001107 1208399-IN	00	PRINT TIME 005676	00 09/11/2018	101-2202-422.55-00	FIELD CARE REPORTS	212.79	
					VENDOR TOTAL *	212.79	
0001269 183812501	00	P1 GROUP, INC. 005561	00 09/10/2018	281-1001-457.43-11	ELECTRICAL WORK	583.43	
					VENDOR TOTAL *	583.43	
0000370 9841345 9842410	00	QUILL CORP 005561 005657	00 09/10/2018 00 09/11/2018	101-1501-415.60-01 101-2101-421.60-01	OFFICE SUPPLIES OFFICE SUPPLIES	45.98 95.39	
					VENDOR TOTAL *	141.37	
0000232 000020265	00	RAASCH, CHARLES R UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND	100.00	
					VENDOR TOTAL *	100.00	
0000314	00	RAY COUNTY CLERK 005706	00 09/12/2018	101-1401-413.69-07	ELECTION COSTS	37.12	
					VENDOR TOTAL *	37.12	
0000536 65637	00	RAY-CARROLL FUELS, LLC. 005697	00 09/12/2018	530-1001-455.61-06	FUEL	712.72	
					VENDOR TOTAL *	712.72	
0002977 11850	00	RED MUNICIPAL & INDUSTRIAL EQUIP. 005697	00 09/12/2018	520-1001-432.43-11	MISC PARTS	135.72	
					VENDOR TOTAL *	135.72	
0001165 5043470-00	00	REINDERS INC. PI0160 004893	00 08/30/2018	530-1001-455.61-05	FESCUE SEED	2,550.00	
					VENDOR TOTAL *	2,550.00	
0000092 0468-002934287	00	REPUBLIC SERVICES #468 005585	00 09/10/2018	550-1001-434.34-18	DUMPSTERS	1,656.00	
					VENDOR TOTAL *	1,656.00	
0002789	00	RICHARD RUFF					

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
0002789 173	00	RICHARD RUFF 005561	00 09/10/2018	610-1001-456.43-25	MOWING FEES	1,250.00	
					VENDOR TOTAL *	1,250.00	
0000988 1137966	00	RITE-WAY AUTO SERVICE 005658	00 09/11/2018	101-2101-421.43-10	TIRE REPAIRS	20.00	
					VENDOR TOTAL *	20.00	
0000609 RO-13724	00	RMI GOLF CARTS 005697	00 09/12/2018	520-1001-432.43-11	ARM, KNUCKLE	7.99	
					VENDOR TOTAL *	7.99	
0000524 3341	00	S & M ELECTRIC 005561	00 09/10/2018	281-1001-457.43-11	TROUBLESHOOT EQUIP	300.00	
					VENDOR TOTAL *	300.00	
0000568 05643	00	SAMS CLUB MASTERCARD 005707	00 09/12/2018	101-1401-413.60-01	INK	127.96	
		005697	00 09/12/2018	530-1001-455.62-01	PROPANE	42.60	
5531		005697	00 09/12/2018	530-1004-455.46-00	FOOD	874.80	
05641		005697	00 09/12/2018	530-1004-455.46-00	FOOD/INK	876.96	
04265		005697	00 09/12/2018	530-1004-455.46-00	FOOD	302.47	
05735		005697	00 09/12/2018	530-1004-455.46-00	FOOD	586.88	
01803		005697	00 09/12/2018	530-1004-455.46-00	MISC SUPPLIES	88.30	
					VENDOR TOTAL *	2,899.97	
0000666 61170	00	SCOTT'S BARGAIN BARN 005585	00 09/10/2018	101-3101-431.61-07	MISC TOOLS/PARTS	19.54	
61169		005612	00 09/11/2018	250-1001-439.61-06	TORCH CHEMICALS	18.95	
61173		005697	00 09/12/2018	520-1001-432.43-11	MISC PARTS	10.69	
					VENDOR TOTAL *	49.18	
0000841 11517	00	SHARP OVERHEAD DOOR PI0158 004890	00 08/29/2018	101-2201-422.43-12	DOOR REPAIRS	1,375.00	
					VENDOR TOTAL *	1,375.00	
0000232 000023477	00	SHEWELL, KEEGAN MICHAEL UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	12.00	
					VENDOR TOTAL *	12.00	
0000232 000023177	00	SMITH, MICHAEL S UT	00 09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	17.36	
					VENDOR TOTAL *	17.36	
0002793 0918-2001011	00	SOCKET 005562	00 09/10/2018	101-1101-411.53-01	TELEPHONE CHARGES	66.95	
		005563	00 09/10/2018	101-1401-413.53-01	TELEPHONE CHARGES	201.76	
		005564	00 09/10/2018	101-1501-415.53-01	TELEPHONE CHARGES	267.79	
		005565	00 09/10/2018	101-1601-416.53-01	TELEPHONE CHARGES	33.48	
		005566	00 09/10/2018	101-1801-418.53-01	TELEPHONE CHARGES	100.43	

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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
0002793	00	SOCKET						
	005567		00	09/10/2018	101-1803-418.53-01	TELEPHONE CHARGES	100.43	
	005568		00	09/10/2018	101-1901-419.53-01	TELEPHONE CHARGES	66.95	
	005569		00	09/10/2018	101-2101-421.53-01	TELEPHONE CHARGES	70.54	
0918-2000984	005659		00	09/11/2018	101-2101-421.53-01	PHONE SERVICE	700.87	
	005570		00	09/10/2018	101-2103-421.53-01	TELEPHONE CHARGES	171.42	
	005571		00	09/10/2018	101-2201-422.53-01	TELEPHONE CHARGES	271.58	
	005572		00	09/10/2018	101-3101-431.53-01	TELEPHONE CHARGES	26.31	
	005573		00	09/10/2018	101-6701-467.53-01	TELEPHONE CHARGES	26.31	
	005574		00	09/10/2018	101-6703-467.53-01	TELEPHONE CHARGES	26.31	
	005575		00	09/10/2018	210-1001-451.53-01	TELEPHONE CHARGES	45.74	
	005576		00	09/10/2018	250-1001-439.53-01	TELEPHONE CHARGES	75.74	
	005577		00	09/10/2018	510-1001-433.53-01	TELEPHONE CHARGES	131.58	
	005578		00	09/10/2018	510-1001-433.53-01	TELEPHONE CHARGES	132.62	
	005579		00	09/10/2018	520-1001-432.53-01	TELEPHONE CHARGES	133.42	
	005580		00	09/10/2018	530-1001-455.53-01	TELEPHONE CHARGES	387.26	
0918-2001720	005561		00	09/10/2018	540-1001-454.53-01	TELEPHONE CHARGES	137.98	
	005581		00	09/10/2018	540-1001-454.53-01	TELEPHONE CHARGES	309.03	
	005582		00	09/10/2018	610-1001-456.53-01	TELEPHONE CHARGES	69.73	
						VENDOR TOTAL *	3,554.23	
0002825	00	SOUTHEASTERN SECURITY CONSULTANTS						
136685	005660		00	09/11/2018	210-1001-451.33-05	BACKGROUND CHECKS	314.50	
						VENDOR TOTAL *	314.50	
0001269	00	SOUTHERN GLAZER'S OF MO						
9100337966	005689		00	09/12/2018	530-1004-455.46-00	LIQUOR	258.75	
						VENDOR TOTAL *	258.75	
0000736	00	SPIRE						
	005587		00	09/10/2018	101-1601-416.41-02	GAS SERVICE	149.67	
	005586		00	09/10/2018	101-1602-416.41-02	GAS SERVICE	37.41	
	005588		00	09/10/2018	101-2101-421.41-02	GAS SERVICE	108.20	
	005589		00	09/10/2018	101-2103-421.41-02	GAS SERVICE	134.98	
	005590		00	09/10/2018	101-2201-422.41-02	GAS SERVICE	62.23	
	005591		00	09/10/2018	101-2201-422.41-02	GAS SERVICE	41.78	
	005597		00	09/10/2018	101-6701-467.41-02	GAS SERVICE	44.70	
	005592		00	09/10/2018	210-4401-444.41-02	GAS SERVICE	34.50	
	005593		00	09/10/2018	210-4401-444.41-02	GAS SERVICE	34.50	
	005600		00	09/10/2018	281-1001-457.41-02	GAS SERVICE	1,772.75	
	005594		00	09/10/2018	510-1001-433.41-02	GAS SERVICE	31.65	
	005595		00	09/10/2018	510-1001-433.41-02	GAS SERVICE	36.68	
	005596		00	09/10/2018	510-1001-433.41-02	GAS SERVICE	34.50	
	005598		00	09/10/2018	540-1001-454.41-02	GAS SERVICE	35.45	
	005599		00	09/10/2018	540-1001-454.41-02	GAS SERVICE	34.72	
						VENDOR TOTAL *	2,593.72	
0000232	00	STOCK, MARTHA A						
000023613	UT		00	09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	112.16	
						VENDOR TOTAL *	112.16	
0000855	00	STOP STICK						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000855	00	STOP STICK						
0012648-IN	005661		00	09/11/2018	101-2101-421.61-07	STOP STICK REPLACEMENT	117.00	
						VENDOR TOTAL *	117.00	
0002558	00	SUMNER ONE						
LK03286031	005662		00	09/11/2018	101-2101-421.44-04	LEASE ON COPIER	270.00	
						VENDOR TOTAL *	270.00	
0000232	00	SYLER CONSTRUCTION INC						
000024099	UT		00	09/07/2018	510-0000-115.20-01	UB CR REFUND-FINALS	142.54	
						VENDOR TOTAL *	142.54	
0001269	00	SYN-TECH SYSTEMS						
177146	005613		00	09/11/2018	510-1001-433.62-01	MAINTENANCE AGREEMENT	1,375.00	
						VENDOR TOTAL *	1,375.00	
0000756	00	TRIPLE E INC						
6063	005663		00	09/11/2018	210-1001-451.43-10	TRUCK REPAIRS	337.00	
						VENDOR TOTAL *	337.00	
0002829	00	UNUM LIFE INSURANCE COMPANY						
	005710		00	09/12/2018	780-0000-217.37-00	PREMIUMS WITHHELD	905.26	
						VENDOR TOTAL *	905.26	
0002350	00	USA BLUE BOOK						
665465	005601		00	09/10/2018	510-1001-433.61-04	LAB SUPPLIES	560.29	
665089	005601		00	09/10/2018	520-1001-432.61-04	LAB SUPPLIES	131.21	
						VENDOR TOTAL *	691.50	
0000693	00	VANCE BROTHERS INC						
IG 149751	005697		00	09/12/2018	510-1001-433.43-21	ASPHALT	600.00	
						VENDOR TOTAL *	600.00	
0002579	00	WALKER UNIFORMS						
2504846	005664		00	09/11/2018	101-2101-421.42-01	MATS, MOPS, TOWELS	70.11	
	005665		00	09/11/2018	101-2104-421.61-25	MATS, MOPS, TOWELS	48.50	
2501646	005583		00	09/10/2018	281-1001-457.61-04	MATS, MOPS, TOWELS	35.00	
						VENDOR TOTAL *	153.61	
0000535	00	WESTFALL GMC TRUCK						
775520	PI0157 004889		00	08/20/2018	101-2202-422.43-10	MED 3 REPAIRS	1,552.63	
						VENDOR TOTAL *	1,552.63	
0001944	00	WESTLAKE HARDWARE						
	005583		00	09/10/2018	101-1601-416.43-12	SMOKE ALARMS	88.36	
6957050/506325	005697		00	09/12/2018	101-1601-416.61-03	KEY MADE	1.99	
6956708/506325	005709		00	09/12/2018	101-1601-416.43-12	SMOKE ALARMS RETURNED	.40	
6957026/512622	005670		00	09/11/2018	210-1001-451.43-27	ZIP TIES	18.99	
6956990/512622	005671		00	09/11/2018	210-1001-451.43-25	TRIMMER LINE/OIL	26.38	
6956993/506325	005583		00	09/10/2018	281-1001-457.61-03	WATER PUMP	99.99	

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0001944	00	WESTLAKE HARDWARE					
6957028/506325	005601		00 09/10/2018	510-1001-433.43-12	CAULK	35.96	
6957021/506325	005617		00 09/11/2018	510-1001-433.43-11	MISC MATERIAL	8.18	
					VENDOR TOTAL *	280.25	
0002866	00	WEX BANK					
55669452	005617		00 09/11/2018	101-2101-421.62-01	FUEL	228.33	
55657345	005617		00 09/11/2018	101-2201-422.62-01	FUEL	147.28	
	005617		00 09/11/2018	101-6701-467.62-01	FUEL	859.69	
					VENDOR TOTAL *	1,235.30	
0000603	00	YAMAHA MOTOR CORPORATION USA					
648722	PI0159 004850		00 08/28/2018	530-1001-455.44-04	CART LEASE	8,547.00	
					VENDOR TOTAL *	8,547.00	
					HAND ISSUED TOTAL ***		5,354.00
					TOTAL EXPENDITURES ****	207,551.58	5,354.00
					GRAND TOTAL *****		212,905.58

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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
0000417	00	ALTERATIONS & CUSTOM SEWING						
36	005762	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		818.30		
41	005763	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		3,978.00		
43	005764	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		80.00		
37	005765	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		1,422.00		
330	005766	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		633.40		
331	005767	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		71.88		
328	005768	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		98.94		
43730	005769	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		12.75		
44565	005770	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		19.55		
43759	005771	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		7.65		
43864	005772	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		11.47		
43895	005773	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		6.80		
43928	005774	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		6.80		
44136	005775	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		45.90		
44228	005776	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		62.90		
44287	005777	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		17.00		
44374	005778	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		76.50		
44449	005779	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		24.65		
44412	005780	00 09/19/2018	101-2101-421.61-04	UNIFORMS/ALTERATIONS		11.05		
				VENDOR TOTAL *		7,405.54		
0000791	00	AMEREN UE						
	005749	00 09/18/2018	530-1001-455.41-01	ELECTRIC SERVICE		41.15		
				VENDOR TOTAL *		41.15		
0000521	00	ARMSTRONG TEASDALE LLP						
2267845	005714	00 09/13/2018	101-1401-413.33-01	LEGAL FEES		2,204.37		
2267846	005716	00 09/13/2018	101-1401-413.33-01	LEGAL FEES		713.00		
	005715	00 09/13/2018	510-1001-433.33-01	LEGAL FEES		848.73		
				VENDOR TOTAL *		3,766.10		
0000378	00	ASHLOCK SIGNS INC						
8021	005781	00 09/19/2018	270-1001-421.61-07	DECALS		900.00		
				VENDOR TOTAL *		900.00		
0000232	00	BASE, BENJAMIN LEE						
000017855	UT	00 09/18/2018	510-0000-115.20-01	UB CR REFUND		44.24		
				VENDOR TOTAL *		44.24		
0000234	00	BLUE CROSS BLUE SHIELD						
	005756	00 09/19/2018	101-0000-115.01-00	OVERPAYMENT		72.93		
				VENDOR TOTAL *		72.93		
0000443	00	BORDER STATES INDUSTRIES						
916118850	005733	00 09/14/2018	101-3101-431.43-14	MISC PARTS		228.28		
916102833	005717	00 09/13/2018	230-1001-431.45-04	MISC PARTS		126.80		
				VENDOR TOTAL *		355.08		
0002795	00	BOUND TREE MEDICAL, LLC						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002795	00	BOUND TREE MEDICAL, LLC						
82982396	005757		00	09/19/2018	101-2202-422.61-02	EMS SUPPLIES	896.25	
82983579	005758		00	09/19/2018	101-2202-422.61-02	EMS SUPPLIES	8.50	
						VENDOR TOTAL *	904.75	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						
FOCS128330	005734		00	09/14/2018	520-1001-432.43-10	PARTS/LABOR	1,662.81	
						VENDOR TOTAL *	1,662.81	
0001359	00	CITY OF EXCELSIOR/WATER BILLS						
	005737		00	09/14/2018	101-1601-416.41-03	CITY WATER USAGE	568.79	
	005744		00	09/14/2018	101-1602-416.41-03	CITY WATER USAGE	57.04	
	005738		00	09/14/2018	101-2101-421.41-03	CITY WATER USAGE	178.18	
	005741		00	09/14/2018	101-2103-421.41-03	CITY WATER USAGE	95.76	
	005739		00	09/14/2018	101-6701-467.41-03	CITY WATER USAGE	70.33	
	005735		00	09/14/2018	210-1001-451.41-03	CITY WATER USAGE	253.79	
	005743		00	09/14/2018	281-1001-457.41-03	CITY WATER USAGE	2,737.42	
	005736		00	09/14/2018	510-1001-433.41-03	CITY WATER USAGE	475.59	
	005742		00	09/14/2018	510-1001-433.41-03	CITY WATER USAGE	190.76	
	005740		00	09/14/2018	610-1001-456.41-03	CITY WATER USAGE	12.59	
						VENDOR TOTAL *	4,640.25	
0001034	00	CLAY COUNTY HEALTH DEPT						
	005782		00	09/19/2018	281-1001-457.61-15	INSPECTIONS	150.00	
						VENDOR TOTAL *	150.00	
0001269	00	CLAYVIEW COUNTRY CLUB						
185335	005783		00	09/19/2018	281-1001-457.61-15	POOL RENTAL	86.78	
						VENDOR TOTAL *	86.78	
0003015	00	COLEMAN EQUIPMENT INC						
44485	005750		00	09/18/2018	520-1001-432.43-11	TIRE CHANGE	15.00	
						VENDOR TOTAL *	15.00	
0000155	00	CULLIGAN WATER CONDITIONING						
1010634	005745		00	09/14/2018	101-1601-416.43-02	WATER SOFTENER	38.85	
						VENDOR TOTAL *	38.85	
0003156	00	ENERFAB POWER & INDUSTRIAL, INC.						
90462537	005751		00	09/18/2018	510-1001-433.43-21	MATERIAL/LABOR	630.00	
90462327	005752		00	09/18/2018	510-1001-433.43-21	MATERIAL/LABOR	630.00	
						VENDOR TOTAL *	1,260.00	
0003127	00	ENVIRO-MASTER OF KANSAS CITY						
KNS211376	005784		00	09/19/2018	101-2101-421.43-12	SANITIZATION	60.00	
						VENDOR TOTAL *	60.00	
0000203	00	EXCELSIOR MEDICAL CENTER						
1199805	005746		00	09/14/2018	101-2202-422.33-05	DRUG SCREEN	29.00	
1199937	005746		00	09/14/2018	210-1001-451.33-05	DRUG SCREEN	29.00	

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CITY OF EXCELSIOR SPRINGS

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
0000203	00	EXCELSIOR MEDICAL CENTER					
1199883	005746		00 09/14/2018	281-1001-457.33-05	DRUG SCREEN	29.00	
					VENDOR TOTAL *	87.00	
0001643	00	FLUESMEIER LEASING & SALES					
26213	005753		00 09/18/2018	220-1001-465.45-10	KITCHEN EQUIPMENT	4,550.00	
					VENDOR TOTAL *	4,550.00	
0002856	00	FOLEY INDUSTRIES					
R95521-012	005718		00 09/13/2018	101-3101-431.44-04	ROLLER/EQUIPMENT RENTAL	663.99	
R95521-01	005746		00 09/14/2018	101-3101-431.44-04	ROLLER/EQUIP RENTAL	944.49	
R95521-011	005746		00 09/14/2018	101-3101-431.44-04	BILLING ERROR	944.49-	
					VENDOR TOTAL *	663.99	
0001355	00	FTC EQUIPMENT, LLC					
11992	005746		00 09/14/2018	510-1001-433.43-21	LABOR/MATERIAL	4,934.46	
					VENDOR TOTAL *	4,934.46	
0000103	00	GULF STATE DISTRIBUTORS					
1303064-IN	005785		00 09/19/2018	212-1001-421.61-07	AMMUNITION	2,099.50	
					VENDOR TOTAL *	2,099.50	
0000130	00	GUTH LABORATORIES					
1960222-IN	005786		00 09/19/2018	101-2101-421.43-11	BREATHALYZER SOLUTION	56.73	
					VENDOR TOTAL *	56.73	
0000891	00	HELGET GAS PRODUCTS					
01327658	005759		00 09/19/2018	101-2202-422.43-11	CYLINDER RENTAL	60.68	
01765479	005760		00 09/19/2018	101-2202-422.61-02	OXYGEN	40.12	
01338615	005760		00 09/19/2018	101-2202-422.43-11	OXYGEN	62.16	
01819859	005760		00 09/19/2018	101-2202-422.62-01	HYDROTEST	15.00	
01817736	005760		00 09/19/2018	101-2202-422.61-02	OXYGEN	35.40	
					VENDOR TOTAL *	213.36	
0002929	00	HERITAGE TRACTOR INC					
10114542	005746		00 09/14/2018	210-1001-451.43-11	MOWER PARTS	255.50	
10109890	005746		00 09/14/2018	210-1001-451.43-11	MOWER PARTS	145.98	
10111963	005746		00 09/14/2018	210-1001-451.43-11	RETURNS	145.98-	
					VENDOR TOTAL *	255.50	
0002896	00	HG2 EMERGENCY LIGHTING, LLC					
72913	005787		00 09/19/2018	270-1001-421.61-07	RUNNER LIGHTING KIT	869.00	
72911	005788		00 09/19/2018	270-1001-421.61-07	RUNNER LIGHTING KIT	535.00	
					VENDOR TOTAL *	1,404.00	
0002062	00	HOME DEPOT CREDIT SERVICES					
017335/8121057	005753		00 09/18/2018	510-1001-433.61-18	DRYER	498.00	
					VENDOR TOTAL *	498.00	
0001269	00	INTERSTATE ALL BATTERY					

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001269	00	INTERSTATE ALL BATTERY	1904302005517	005760		00 09/19/2018	101-2202-422.43-11	BATTERY REBUILD	42.95	
								VENDOR TOTAL *	42.95	
0001269	00	KC GUNITE INC.	EXCELSPGS	005527		00 09/05/2018	380-1001-457.33-03	POOL ACID WASH	15,243.00	
								VENDOR TOTAL *	15,243.00	
0000120	00	KEYSTONE LABORATORIES, INC.	1B07626	005760		00 09/19/2018	510-1001-433.34-01	ROUTINE ANALYSIS	104.00	
								VENDOR TOTAL *	104.00	
0000616	00	KNAPHEIDE TRUCK EQUIPMENT CENTER	KCS76674	005753		00 09/18/2018	101-3101-431.43-10	MISC PARTS	17.34	
								VENDOR TOTAL *	17.34	
0002730	00	KONICA MINOLTA PREMIER FINANCE	366251890	005753		00 09/18/2018	210-1001-451.44-02	LEASE ON COPIER	209.31	
366456408				005753		00 09/18/2018	510-1001-433.44-02	LEASE ON COPIER	137.57	
				005753		00 09/18/2018	520-1001-432.44-02	LEASE ON COPIER	137.58	
								VENDOR TOTAL *	484.46	
0001231	00	LAWMAN BADGE COMPANY	5626	005789		00 09/19/2018	101-2101-421.61-04	DETECTIVE BADGE	104.00	
								VENDOR TOTAL *	104.00	
0001269	00	MCCLURE ENGINEERING	108532-080-35	005746		00 09/14/2018	520-1001-432.73-00	ENGINEERING	2,255.01	
19799				005746		00 09/14/2018	520-1001-432.73-00	ENGINEERING	1,485.60	
20268				005746		00 09/14/2018	520-1001-432.73-00	ENGINEERING	763.63	
								VENDOR TOTAL *	4,504.24	
0000964	00	MID-AMERICA REGIONAL COUNCIL	G-I-0008808	005790		00 09/19/2018	211-1001-421.53-01	911 EXPENSE ALLOCATION	3,077.63	
								VENDOR TOTAL *	3,077.63	
0000611	00	MIDWAY FORD TRUCK CENTER	100250019:01	005760		00 09/19/2018	101-6701-467.43-10	OIL CHANGE/SERVICE	59.36	
								VENDOR TOTAL *	59.36	
0000617	00	MISSISSIPPI LIME	1396147	PI0162 004888		00 09/13/2018	510-1001-433.61-06	LIME	4,857.40	
								VENDOR TOTAL *	4,857.40	
0001269	00	MUELLER CO.	3865204	005753		00 09/18/2018	510-1001-433.43-21	MAINTENANCE AGREEMENT	1,500.00	
								VENDOR TOTAL *	1,500.00	
0003133	00	NEUMAYER	0606986-IN	005746		00 09/14/2018	510-1001-433.62-01	MISC PARTS	387.25	

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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
0003133	00	NEUMAYER						
						VENDOR TOTAL *	387.25	
0000554	00	OWEN LUMBER CO						
718604		005720	00	09/13/2018	230-1001-431.45-04	LUMBER	65.62	
718657		005747	00	09/14/2018	230-1001-431.45-04	REBAR	11.37	
718806		005753	00	09/18/2018	230-1001-431.45-04	LUMBER	195.76	
						VENDOR TOTAL *	272.75	
0000060	00	PRAXAIR DISTRIBUTION, INC.						
84980989		005753	00	09/18/2018	510-1001-433.61-06	CO2	719.64	
						VENDOR TOTAL *	719.64	
0000232	00	QUICK SHOP II						
000017103		UT	00	09/14/2018	510-0000-115.20-01	UB CR REFUND	62.88	
						VENDOR TOTAL *	62.88	
0000370	00	QUILL CORP						
		005747	00	09/14/2018	101-1501-415.60-01	COPY PAPER	98.98	
1068285		005753	00	09/18/2018	101-1501-415.60-01	OFFICE SUPPLIES	72.94	
1127768		005753	00	09/18/2018	101-1501-415.60-01	OFFICE SUPPLIES	17.83	
9993406		005747	00	09/14/2018	101-1801-418.60-01	COPY PAPER	98.98	
1083916		005791	00	09/19/2018	101-2101-421.60-01	OFFICE SUPPLIES	25.77	
1110239		005792	00	09/19/2018	101-2101-421.61-03	JANITORIAL SUPPLIES	33.98	
						VENDOR TOTAL *	348.48	
0001269	00	RAB TRENCHLESS SOLUTIONS						
6		005753	00	09/18/2018	520-1001-432.73-00	MATERIAL/LABOR	60,808.94	
						VENDOR TOTAL *	60,808.94	
0002831	00	REJIS COMMISSION						
INV0062807		005793	00	09/19/2018	101-2101-421.34-05	LIVESCAN CONNECTION	467.00	
						VENDOR TOTAL *	467.00	
0000092	00	REPUBLIC SERVICES #468						
0468-002936319		005721	00	09/13/2018	220-1001-418.34-03	DUMPSTER	385.00	
0468-002936393		005722	00	09/13/2018	220-1001-418.34-03	DUMPSTER	1,155.00	
0468-002936368		005723	00	09/13/2018	220-1001-418.34-03	DUMPSTER	4,620.00	
0468-002934287		005724	00	09/13/2018	550-1001-434.34-18	DUMPSTER	1,656.00	
						VENDOR TOTAL *	7,816.00	
0000568	00	SAMS CLUB MASTERCARD						
05809		005725	00	09/13/2018	101-1901-419.60-01	INK CARTRIDGES	149.96	
						VENDOR TOTAL *	149.96	
0001269	00	SCOTT GUTHRIE						
		005760	00	09/19/2018	101-2202-422.61-04	REIMBURSEMENT/BOOTS	125.00	
						VENDOR TOTAL *	125.00	
0000736	00	SPIRE						

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER P.O.	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
									AMOUNT
0000736	00	SPIRE							
		005712			00 09/13/2018	101-6701-467.41-02	GAS SERVICE	34.50	
							VENDOR TOTAL *	34.50	
0002207	00	THOMSON TITLE CORPORATION							
220109		005731			00 09/14/2018	101-1803-418.69-03	TITLE SEARCH	125.00	
220108		005731			00 09/14/2018	101-1803-418.69-03	TITLE SEARCH	125.00	
							VENDOR TOTAL *	250.00	
0003124	00	TUSA CONSULTING SERVICES II, LLC							
15091		PI0163 004838			00 09/19/2018	270-1001-421.61-07	RADIO CONSULTING	1,082.10	
							VENDOR TOTAL *	1,082.10	
0001269	00	TW SPORTSWEAR							
24782		005794			00 09/19/2018	281-1005-457.61-04	T-SHIRTS	1,090.56	
							VENDOR TOTAL *	1,090.56	
0002488	00	UPS							
000069Y37W368		005795			00 09/19/2018	101-2101-421.60-03	SHIPPING FEES	29.45	
							VENDOR TOTAL *	29.45	
0002350	00	USA BLUE BOOK							
678131		005760			00 09/19/2018	510-1001-433.61-04	LAB TESTING SUPPLIES	177.95	
							VENDOR TOTAL *	177.95	
0002579	00	WALKER UNIFORMS							
2507975		005796			00 09/19/2018	101-2101-421.42-01	MATS, MOPS, TOWELS	70.11	
		005797			00 09/19/2018	101-2104-421.61-25	MATS, MOPS, TOWELS	74.18	
							VENDOR TOTAL *	144.29	
0001944	00	WESTLAKE HARDWARE							
6957073/506325		005727			00 09/13/2018	101-1601-416.61-03	KEY	1.99	
6956352/506325		005729			00 09/13/2018	101-1601-416.43-12	MISC SUPPLIES	38.56	
6957137/506338		005801			00 09/19/2018	101-2101-421.61-07	MISC SUPPLIES	14.26	
6957141/506338		005802			00 09/19/2018	101-2101-421.61-07	MISC SUPPLIES	1.11	
6957072/506338		005803			00 09/19/2018	101-2101-421.43-12	PROPANE	13.49	
6957065/506338		005804			00 09/19/2018	101-2101-421.43-12	FASTENERS	1.18	
6957101/506337		005760			00 09/19/2018	101-2201-422.43-12	BUCKETS/LIDS	13.36	
6957041/506337		005760			00 09/19/2018	101-2201-422.43-12	PAINT	46.97	
6955846/506325		005730			00 09/13/2018	281-1001-457.61-07	MISC SUPPLIES	222.77	
6955595/506325		005730			00 09/13/2018	281-1001-457.61-30	LANDSCAPING	247.69	
							VENDOR TOTAL *	599.16	
0001269	00	WHITE GOSS							
32032-069072		005728			00 09/13/2018	295-1001-465.33-01	TIF REVIEW	202.50	
							VENDOR TOTAL *	202.50	
							TOTAL EXPENDITURES ****	140,928.81	
							GRAND TOTAL *****		140,928.81

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001269	00	AMEREN BUCKMAN 005911	00	09/26/2018	101-1401-413.61-29	REIMBURSEMENT/LUNCHEON	750.00	
						VENDOR TOTAL *	750.00	
0000791	00	AMEREN UE 005807	00	09/20/2018	101-1601-416.41-01	ELECTRIC SERVICE	2,301.51	
		005808	00	09/20/2018	101-2101-421.41-01	ELECTRIC SERVICE	2,469.41	
		005806	00	09/20/2018	101-2201-422.41-01	ELECTRIC SERVICE	1,789.78	
		005809	00	09/20/2018	101-3101-431.41-01	ELECTRIC SERVICE	11,041.77	
		005811	00	09/20/2018	101-6701-467.41-01	ELECTRIC SERVICE	344.58	
		005815	00	09/20/2018	210-1001-451.41-01	ELECTRIC SERVICE	464.94	
		005810	00	09/20/2018	210-4401-444.41-01	ELECTRIC SERVICE	98.34	
		005816	00	09/20/2018	281-1001-457.41-01	ELECTRIC SERVICE	11,582.67	
		005812	00	09/20/2018	510-1001-433.41-01	ELECTRIC SERVICE	13,893.29	
		005814	00	09/20/2018	520-1001-432.41-01	ELECTRIC SERVICE	27,540.22	
		005813	00	09/20/2018	530-1001-455.41-01	ELECTRIC SERVICE	2,237.67	
						VENDOR TOTAL *	73,764.18	
0001269	00	ANN REDMON 005880	00	09/26/2018	101-2202-422.67-01	EMS TRAINING	75.00	
						VENDOR TOTAL *	75.00	
0000443	00	BORDER STATES INDUSTRIES 916158114	00	09/24/2018	101-3101-431.43-14	MISC SUPPLIES	398.81	
						VENDOR TOTAL *	398.81	
0002795	00	BOUND TREE MEDICAL, LLC 82987544	00	09/26/2018	101-2202-422.61-02	EMS SUPPLIES	170.50	
		82987545	00	09/26/2018	101-2202-422.61-02	EMS SUPPLIES	21.18	
						VENDOR TOTAL *	191.68	
0002099	00	BRENNITAG MID-SOUTH, INC. BMS089506	00	09/25/2018	510-1001-433.61-06	CHEMICALS	4,165.22	
						VENDOR TOTAL *	4,165.22	
0002296	00	CARD SERVICES 2352	00	08/01/2018	210-1001-451.43-12	PAINT	65.98	
		2352	00	08/23/2018	210-1001-451.43-12	WAS PUT ON VISA CARD	65.98	
		8281	00	08/27/2018	230-1001-431.45-04	T-POSTS	18.45	
		9883	00	09/05/2018	510-1001-433.61-18	RAINCOATS	103.96	
		1439	00	09/05/2018	510-1001-433.43-11	MISC PARTS	14.38	
						VENDOR TOTAL *	136.79	
0000541	00	CARTER-WATERS CORP. 11260732	00	09/24/2018	230-1001-431.45-04	EPOXY	228.45	
						VENDOR TOTAL *	228.45	
0000211	00	CENTRAL STATES BEVERAGE COMPANY 1914978	00	09/25/2018	530-1004-455.46-00	BEER	533.75	
						VENDOR TOTAL *	533.75	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO	NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0000015	00	CHUCK ANDERSON FORD MERCURY INC.									
FOQS128827		005864		00	09/25/2018			101-2101-421.43-10	OIL CHANGE	19.95	
FOQS128557		005865		00	09/25/2018			101-2101-421.43-10	OIL CHANGE	23.95	
FOQS128923		005866		00	09/25/2018			101-2101-421.43-10	BATTERY	129.95	
FOQS128852		005840		00	09/25/2018			520-1001-432.43-10	OIL CHANGE	47.95	
									VENDOR TOTAL *	221.80	
0001160	00	CITY OF EXCELSIOR COURT									
		005867		00	09/25/2018			101-0000-351.01-00	BOND FORFEITURE	350.00	
									VENDOR TOTAL *	350.00	
0001269	00	CLINTON D. RENO									
		005868		00	09/25/2018			212-1001-421.58-02	AIRFARE REIMBURSEMENT	294.96	
									VENDOR TOTAL *	294.96	
0002690	00	COMMERCIAL TURF SERVICES									
974000		005869		00	09/25/2018			530-1001-455.43-11	USED OVERSEEDER	2,700.00	
974000		005900		00	09/26/2018			530-1001-455.43-11	INCORRECT ACCOUNT	2,700.00	
974000		005900		00	09/26/2018			530-1001-455.61-07	USED OVERSEEDER	2,700.00	
140374		005911		00	09/26/2018			530-1001-455.43-11	CORE COLLECTOR	1,730.00	
									VENDOR TOTAL *	4,430.00	
0000232	00	CSMA BLT LLC									
000020867		UT		00	09/24/2018			510-0000-115.20-01	UB CR REFUND-FINALS	125.14	
									VENDOR TOTAL *	125.14	
0000155	00	CULLIGAN WATER CONDITIONING									
DI54004		005841		00	09/25/2018			510-1001-433.61-04	LAB SUPPLIES	108.38	
									VENDOR TOTAL *	108.38	
0000334	00	DARLA'S DESIGNS									
17195		005842		00	09/25/2018			101-1601-416.61-04	UNIFORM SHIRTS	73.14	
									VENDOR TOTAL *	73.14	
0000889	00	DOWNTOWN EXCELSIOR PARTNERSHIP									
		005883		00	09/26/2018			101-1401-413.33-03	COMMUNITY GRANT	4,000.00	
		005911		00	09/26/2018			241-1001-413.54-00	EVENT FEES/JULY-SEPT	9,999.97	
									VENDOR TOTAL *	13,999.97	
0003159	00	DXP ENTERPRISES, INC.									
49989294		PI0166 004832		00	09/20/2018			510-1001-433.43-21	PUMP	15,244.00	
									VENDOR TOTAL *	15,244.00	
0002655	00	ELAINA LAMLEY									
		005831		00	09/25/2018			210-4401-444.61-30	EXERCISE INSTRUCTOR	360.00	
									VENDOR TOTAL *	360.00	
0003156	00	ENERFAB POWER & INDUSTRIAL, INC.									
90462541		PI0164 004879		00	09/14/2018			510-1001-433.43-21	MATERIAL/LABOR	11,140.00	
90464531		005884		00	09/26/2018			510-1001-433.43-21	MATERIAL/LABOR	285.00	

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
0003156	00	ENERFAB POWER & INDUSTRIAL, INC.					
90464530		PI0169 004869	00 09/21/2018	510-1001-433.43-21	MATERIAL/LABOR	11,582.46	
90464532		PI0170 004880	00 09/26/2018	510-1001-433.43-21	LABOR/MATERIAL	1,135.00	
90462778		005843	00 09/25/2018	520-1001-432.73-00	MATERIAL/LABOR	2,870.00	
90462318		005844	00 09/25/2018	520-1001-432.73-00	MATERIAL/LABOR	12,240.00	
					VENDOR TOTAL *	39,252.46	
0003127	00	ENVIRO-MASTER OF KANSAS CITY					
KNS211524		005870	00 09/25/2018	101-2101-421.43-12	SANITIZATION	60.00	
					VENDOR TOTAL *	60.00	
0000525	00	EXCELSIOR AREA CAREER CENTER					
		005886	00 09/26/2018	101-2201-422.67-03	EMS INSTRUCTOR CLASS	375.00	
					VENDOR TOTAL *	375.00	
0000203	00	EXCELSIOR MEDICAL CENTER					
1194021		005885	00 09/26/2018	210-1001-451.33-05	DRUG SCREEN	29.00	
		005832	00 09/25/2018	740-0000-209.01-00	TAXES COLLECTED TO DATE	1,800.00	
					VENDOR TOTAL *	1,829.00	
0001524	00	EXCELSIOR SPRINGS SCHOOL DISTRICT					
		005817	00 09/20/2018	210-1001-451.44-06	FACILITY RENTAL	2,930.00	
					VENDOR TOTAL *	2,930.00	
0000643	00	FINANCE DEPT PETTY CASH					
		005818	00 09/20/2018	101-1401-413.29-05	FUEL/RAFFLE GIFTS	352.70	
		005818	00 09/20/2018	101-1401-413.29-05	FUEL/RAFFLE GIFTS	10.00	
					VENDOR TOTAL *	362.70	
0002643	00	FREMONT INDUSTRIES, INC.					
2018-33690-00		005827	00 09/24/2018	101-1601-416.43-02	BOILER MAINTENANCE	165.40	
					VENDOR TOTAL *	165.40	
0001355	00	FTC EQUIPMENT, LLC					
12041		005887	00 09/26/2018	520-1001-432.43-22	PARTS/LABOR	960.00	
					VENDOR TOTAL *	960.00	
0002109	00	GEIGER READY-MIX CO INC					
893352		005846	00 09/25/2018	230-1001-431.45-04	CONCRETE	611.63	
893848		005845	00 09/25/2018	510-1001-433.43-21	CONCRETE	381.25	
					VENDOR TOTAL *	992.88	
0000652	00	GEORGE WOOD SHEET METAL					
10202		005847	00 09/25/2018	101-1601-416.43-12	A/C REPAIRS	80.00	
					VENDOR TOTAL *	80.00	
0002974	00	GRAVES MENU MAKER FOODS					
588569		005871	00 09/25/2018	530-1004-455.46-00	FOOD	517.99	
					VENDOR TOTAL *	517.99	
0000234	00	HDI					

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
0000234	00	HDI 005818	00 09/20/2018	101-0000-115.01-00	DOS INCORRECT	208.64	
					VENDOR TOTAL *	208.64	
0002929 10121383	00	HERITAGE TRACTOR INC 005818	00 09/20/2018	210-1001-451.43-11	MOWER PARTS	170.73	
					VENDOR TOTAL *	170.73	
0002436 4347-16	00	HORSEPLAY 005848	00 09/25/2018	520-1001-432.61-06	WEED SPRAY	75.96	
					VENDOR TOTAL *	75.96	
0001269 ID 113180	00	IAFC 005888	00 09/26/2018	101-2201-422.67-02	ANNUAL SUBSCRIPTION	209.00	
					VENDOR TOTAL *	209.00	
0000739	00	ICMA RETIREMENT TRUST 005909	00 09/26/2018	780-0000-217.07-00	EMPLOYEE CONTRIBUTIONS	1,452.85	
					VENDOR TOTAL *	1,452.85	
0000342 11865	00	IDEKER, INC. 005818	00 09/20/2018	210-1001-451.73-00	LIME	73.01	
					VENDOR TOTAL *	73.01	
0003170	00	INT ASSN OF FIRE FIGHTERS, LOCAL 42 005910	00 09/26/2018	780-0000-217.52-00	FIRE UNION DUES	878.21	
					VENDOR TOTAL *	878.21	
0000006 528195	00	J. P. COOKE COMPANY 005849	00 09/25/2018	101-1501-415.60-01	DOG TAGS/SUPPLIES	249.20	
					VENDOR TOTAL *	249.20	
0000226 3243378 3239282 3258544 3257303 3250449	00	JOHN DEERE CREDIT 005825 005823 005824 005826 005827	00 09/24/2018 00 09/24/2018 00 09/24/2018 00 09/24/2018 00 09/24/2018	101-3101-431.43-11 520-1001-432.43-11 520-1001-432.43-11 520-1001-432.43-11 520-1001-432.43-11	PARTS/LABOR PARTS/LABOR MISC PARTS MISC PARTS MISC PARTS	1,986.40 1,648.84 168.33 68.86 2.80	
					VENDOR TOTAL *	3,875.23	
0000580 31337	00	JOHN'S SUPER 005872	00 09/25/2018	530-1004-455.46-00	FOOD	6.00	
					VENDOR TOTAL *	6.00	
0000224 163860	00	KA-COMM, INC. PI0168 004891	00 09/24/2018	270-1001-421.61-07	CAR ACCESSORIES	2,683.29	
					VENDOR TOTAL *	2,683.29	
0000539 545762 00	00	KANSAS CITY WINNELSON 005827	00 09/24/2018	510-1001-433.43-21	COPPER TUBING/MISC	929.88	

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
0000539	00	KANSAS CITY WINNELSON						
543585	00	005827	00	09/24/2018	510-1001-433.43-21	CLAMPS	520.20	
543815	00	PI0165 004887	00	09/14/2018	510-1001-433.43-21	METER PITS	1,941.00	
536559	00	PI0167 004876	00	07/13/2018	510-1001-433.43-21	CLAMP	1,292.46	
						VENDOR TOTAL *	4,683.54	
0001654	00	KEARNEY WINSUPPLY CO.						
279495	01	005833	00	09/25/2018	210-1001-451.73-00	MISC. PARTS	342.05	
						VENDOR TOTAL *	342.05	
0000587	00	KELLER FIRE AND SAFETY						
211273		005902	00	09/26/2018	281-1001-457.43-02	INSPECTION	300.00	
						VENDOR TOTAL *	300.00	
0002730	00	KONICA MINOLTA PREMIER FINANCE						
366806289		005889	00	09/26/2018	510-1001-433.44-02	LEASE ON COPIER	516.77	
						VENDOR TOTAL *	516.77	
0001269	00	KURTIS WILLIMETZ						
		005890	00	09/26/2018	101-2202-422.67-03	TUITION REIMBURSEMENT	1,200.00	
						VENDOR TOTAL *	1,200.00	
0002924	00	LAMP, RYNEARSON & ASSOCIATES, INC.						
		005827	00	09/24/2018	520-1001-432.33-03	CONSULTING	1,502.63	
						VENDOR TOTAL *	1,502.63	
0000232	00	LAWSON PROPERTIES						
000023915	UT		00	09/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	141.53	
						VENDOR TOTAL *	141.53	
0000232	00	LEE, STEPHEN DALE						
000018269	UT		00	09/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	120.43	
						VENDOR TOTAL *	120.43	
0001021	00	M & M LAND SURVEYING SERVICE						
18-175		005860	00	09/25/2018	220-1001-418.34-03	LOT SPLIT	1,500.00	
						VENDOR TOTAL *	1,500.00	
0000232	00	MCDONALD, AMY L. & STEVE						
000016381	UT		00	09/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	2.24	
						VENDOR TOTAL *	2.24	
0000689	00	MEAD O'BRIEN, INC.						
6095401		005850	00	09/25/2018	510-1001-433.43-11	MISC PARTS	586.90	
						VENDOR TOTAL *	586.90	
0002199	00	MEDIACOM						
		005818	00	09/20/2018	210-1001-451.53-01	INTERNET ACCESS	129.95	
						VENDOR TOTAL *	129.95	
0000613	00	MIDWEST MOBILE RADIO						

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000613	00	MIDWEST MOBILE RADIO								
104002592-2		005873	00	09/25/2018		101-2101-421.60-03	SHIPPING FEES		21.01	
								VENDOR TOTAL *	21.01	
0003172	00	MIDWEST PUBLIC RISK								
		005818	00	09/20/2018		101-1601-416.43-11	DEDUCTIBLE		421.59	
		005818	00	09/20/2018		101-1602-416.43-12	DEDUCTIBLE		395.27	
		005818	00	09/20/2018		210-1001-451.52-30	DEDUCTIBLE		386.49	
								VENDOR TOTAL *	1,203.35	
0000732	00	MISSOURI ROCK INC								
48139		005827	00	09/24/2018		230-1001-431.45-04	ROCK		146.52	
								VENDOR TOTAL *	146.52	
0002133	00	MO DEPARTMENT OF CORRECTIONS								
10147		005851	00	09/25/2018		250-1001-439.34-18	WORK RELEASE PROGRAM		300.00	
								VENDOR TOTAL *	300.00	
0000232	00	MONEY, MICHELLE C								
000022933		UT	00	09/24/2018		510-0000-115.20-01	UB CR REFUND-FINALS		71.85	
								VENDOR TOTAL *	71.85	
0000232	00	MORTON, SETH MITCHELL & ELAINA								
000023191		UT	00	09/24/2018		510-0000-115.20-01	UB CR REFUND-FINALS		37.17	
								VENDOR TOTAL *	37.17	
0002872	00	MOST DEPENDABLE FOUNTAINS INC								
52611		005819	00	09/20/2018		210-1001-451.73-00	SURFACE MOUNT FOUNTAIN		2,765.00	
								VENDOR TOTAL *	2,765.00	
0002140	00	NORTH KANSAS CITY BEVERAGE CO.,INC.								
10015435		005874	00	09/25/2018		530-1004-455.46-00	BEER		1,022.50	
								VENDOR TOTAL *	1,022.50	
0000554	00	OWEN LUMBER CO								
718961		005852	00	09/25/2018		101-3101-431.43-15	LUMBER		69.60	
718890		005827	00	09/24/2018		230-1001-431.45-04	LUMBER		133.78	
719013		005853	00	09/25/2018		230-1001-431.45-04	MISC MATERIAL		21.98	
719014		005854	00	09/25/2018		230-1001-431.45-04	MISC MATERIAL		506.93	
718955		005855	00	09/25/2018		230-1001-431.45-04	LUMBER		211.60	
718951		005856	00	09/25/2018		230-1001-431.45-04	ADHESIVE		20.99	
719065		005891	00	09/26/2018		230-1001-431.45-04	LUMBER		55.62	
719137		005892	00	09/26/2018		510-1001-433.43-21	MISC MATERIAL		10.99	
719115		005894	00	09/26/2018		520-1001-432.43-12	MISC PARTS		22.28	
								VENDOR TOTAL *	1,053.77	
0001269	00	PHILLIPS PINWOOD MULCH, INC.								
12972		005819	00	09/20/2018		210-1001-451.43-25	PLAYGROUND WOOD FIBER		2,900.00	
								VENDOR TOTAL *	2,900.00	
0002877	00	PIONEER MANUFACTURING COMPANY INC								

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 INV695319	00	PIONEER MANUFACTURING COMPANY INC 005819	00 09/20/2018	210-1001-451.43-27	FIELD PAINT	270.00	
					VENDOR TOTAL *	270.00	
0000647	00	PLATTE-CLAY ELECTRIC 005819	00 09/20/2018	520-1001-432.41-01	ELECTRIC SERVICE	680.34	
					VENDOR TOTAL *	680.34	
0000808	00	POLICE DEPT PETTY CASH 005876	00 09/25/2018	101-2101-421.43-11	MEALS/TITLE/FUEL/TRAINING	21.66	
		005877	00 09/25/2018	101-2101-421.58-04	MEALS/TITLE/FUEL/TRAINING	10.42	
		005877	00 09/25/2018	101-2101-421.69-06	MEALS/TITLE/FUEL/TRAINING	11.00	
		005877	00 09/25/2018	101-2101-421.62-01	MEALS/TITLE/FUEL/TRAINING	50.71	
		005877	00 09/25/2018	101-2101-421.67-03	MEALS/TITLE/FUEL/TRAINING	66.61	
					VENDOR TOTAL *	160.40	
0002058 22632 16401 22631 22630 22629	00	PRESTO-X LLC 005827	00 09/24/2018	101-1601-416.43-12	PEST CONTROL	79.00	
		005877	00 09/25/2018	101-2101-421.43-10	PEST CONTROL	70.00	
		005827	00 09/24/2018	101-2201-422.43-12	PEST CONTROL	32.67	
		005829	00 09/24/2018	101-2201-422.43-12	PEST CONTROL	79.00	
		005827	00 09/24/2018	281-1001-457.43-12	PEST CONTROL	79.00	
					VENDOR TOTAL *	339.67	
0000887 30699	00	PRICE CHOPPER 005857	00 09/25/2018	510-1001-433.58-04	MEALS/HAZARDOUS WASTE	129.04	
					VENDOR TOTAL *	129.04	
0000370 1156318 1108194	00	QUILL CORP 005877	00 09/25/2018	101-2101-421.60-01	ENVELOPES	19.29	
		005877	00 09/25/2018	101-2101-421.60-01	ENVELOPES	21.99	
					VENDOR TOTAL *	41.28	
0001269 2	00	RAB CONSTRUCTION 005820	00 09/20/2018	220-1001-465.45-10	MATERIAL/LABOR	CHECK #: 100012	86,825.72
					VENDOR TOTAL *	.00	86,825.72
0000536 65689	00	RAY-CARROLL FUELS, LLC. 005877	00 09/25/2018	530-1001-455.62-01	FUEL	454.89	
					VENDOR TOTAL *	454.89	
0001165 5043996-00	00	REINDERS INC. 005877	00 09/25/2018	530-1001-455.61-06	PESTICIDE	1,225.16	
					VENDOR TOTAL *	1,225.16	
0000092 SEPT 18	00	REPUBLIC SERVICES #468 005834	00 09/25/2018	550-1001-434.40-02	RESIDENTIAL REFUSE	65,535.23	
					VENDOR TOTAL *	65,535.23	
0002789	00	RICHARD RUFF					

VEND NO	SEQ#	VENDOR NAME						EFT, RPAY OR
INVOICE	VOUCHER	P.O.	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED	
NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
0002789	00	RICHARD RUFF						
145	005827		00 09/24/2018	101-1803-418.34-05	MOWING FEE	125.00		
148	005827		00 09/24/2018	101-1803-418.34-05	MOWING FEE	150.00		
146	005827		00 09/24/2018	101-1803-418.34-05	MOWING FEE	100.00		
147	005827		00 09/24/2018	101-1803-418.34-05	MOWING FEE	125.00		
149	005877		00 09/25/2018	101-1803-418.34-05	MOWING FEE	100.00		
150	005877		00 09/25/2018	101-1803-418.34-05	MOWING FEE	100.00		
					VENDOR TOTAL *	700.00		
0000568	00	SAMS CLUB MASTERCARD						
	005878		00 09/25/2018	510-1001-433.67-02	MEMBERSHIP DUES	80.00		
999999	005878		00 09/25/2018	530-1001-455.67-02	MEMBERSHIP DUES	100.00		
05810	005877		00 09/25/2018	530-1004-455.46-00	FOOD	381.84		
05566	005878		00 09/25/2018	530-1004-455.46-00	FOOD	114.52		
					VENDOR TOTAL *	676.36		
0000666	00	SCOTT'S BARGAIN BARN						
61176	005827		00 09/24/2018	510-1001-433.43-11	FILE/PARTS	5.67		
					VENDOR TOTAL *	5.67		
0000685	00	SHOR-LINE						
1005615	005878		00 09/25/2018	101-2103-421.61-07	KENNEL BOWLS	127.00		
					VENDOR TOTAL *	127.00		
0000232	00	SOLAR, PATRICIA ANN						
000020811	UT		00 09/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	63.12		
					VENDOR TOTAL *	63.12		
0000232	00	STOCKS, JOSH						
000020447	UT		00 09/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	77.49		
					VENDOR TOTAL *	77.49		
0002558	00	SUMNER ONE						
1911748	005878		00 09/25/2018	101-2101-421.43-01	MAINTENANCE AGREEMENT	74.12		
					VENDOR TOTAL *	74.12		
0002452	00	SUPERION, LLC						
215361	005827		00 09/24/2018	101-1501-415.43-01	ASP MAINTENANCE	4,699.60		
	005827		00 09/24/2018	510-1001-433.43-01	ASP MAINTENANCE	881.43		
	005828		00 09/24/2018	520-1001-432.43-01	ASP MAINTENANCE	881.43		
					VENDOR TOTAL *	6,462.46		
0001269	00	THE GREEN MILE LAWN SERVICE						
5353	005903		00 09/26/2018	281-1001-457.43-02	MOWING FEES	2,176.00		
					VENDOR TOTAL *	2,176.00		
0000584	00	THE KANSAS CITY STAR COMPANY						
KCM-400060596	005893		00 09/26/2018	101-2202-422.64-00	SUBSCRIPTION	335.14		
					VENDOR TOTAL *	335.14		
0002158	00	TITLEIST						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0002158	00	TITLEIST						
906455867		005878	00	09/25/2018	530-1003-455.46-00	GOLF BALLS	781.31	
						VENDOR TOTAL *	781.31	
0000232	00	TOTTEN,ERIN	MICHELLE					
000019213		UT	00	09/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	64.74	
						VENDOR TOTAL *	64.74	
0001076	00	TRANSACT TECHNOLOGIES INCORPORATED						
1318409		005895	00	09/26/2018	101-1501-415.60-01	INK RIBBONS	96.11	
						VENDOR TOTAL *	96.11	
0000756	00	TRIPLE E INC						
6293		005858	00	09/25/2018	250-1001-439.43-10	TIRE REPAIR	12.50	
						VENDOR TOTAL *	12.50	
0000691	00	U.S. POSTMASTER						
		005878	00	09/25/2018	101-1201-412.60-03	STAMPS	100.00	
		005878	00	09/25/2018	101-2101-421.60-03	STAMPS	250.00	
						VENDOR TOTAL *	350.00	
0001032	00	UTILITY SERVICE CO., INC.						
456273		005828	00	09/24/2018	510-1001-433.43-21	MATERIAL/LABOR	5,608.00	
						VENDOR TOTAL *	5,608.00	
0002579	00	WALKER UNIFORMS						
2511080		005835	00	09/25/2018	101-1601-416.61-03	MATS, MOPS, TOWELS	112.39	
2511079		005878	00	09/25/2018	101-2101-421.42-01	MATS, MOPS, TOWELS	70.11	
		005878	00	09/25/2018	101-2104-421.61-25	MATS, MOPS, TOWELS	71.82	
2507977		005904	00	09/26/2018	281-1001-457.61-04	MATS, MOPS, TOWELS	35.00	
2504849		005905	00	09/26/2018	281-1001-457.61-04	MATS, MOPS, TOWELS	35.79	
2511082		005906	00	09/26/2018	281-1001-457.61-04	MATS, MOPS, TOWELS	35.00	
						VENDOR TOTAL *	360.11	
0002038	00	WALMART COMMUNITY BRC						
03284		005708	00	09/12/2018	101-1401-413.61-29	MISC SUPPLIES	93.09	
08384		005418	00	08/29/2018	101-2101-421.61-03	MISC SUPPLIES	32.58	
		005418	00	08/29/2018	101-2101-421.58-04	MISC SUPPLIES	7.96	
02245		005536	00	09/05/2018	101-2103-421.61-27	MISC SUPPLIES	51.33	
		005537	00	09/05/2018	101-2103-421.61-03	MISC SUPPLIES	121.60	
08001		005799	00	09/19/2018	101-2103-421.61-27	MISC SUPPLIES	59.68	
		005800	00	09/19/2018	101-2103-421.61-03	MISC SUPPLIES	63.00	
		005418	00	08/29/2018	101-2104-421.61-25	MISC SUPPLIES	16.98	
02287		005206	00	08/22/2018	101-2201-422.61-04	UNIFORM PANTS	43.94	
03268		005207	00	08/22/2018	101-2201-422.58-04	MISC SUPPLIES	89.08	
05624		005484	00	09/05/2018	101-2201-422.61-03	MISC SUPPLIES	63.21	
		005484	00	09/05/2018	101-2201-422.58-04	MISC SUPPLIES	23.52	
		005484	00	09/05/2018	101-2201-422.61-16	MISC SUPPLIES	16.34	
03064		005484	00	09/05/2018	101-2201-422.61-07	BATTERIES	29.88	
07890		005515	00	09/05/2018	101-3101-431.58-04	MISC SUPPLIES	21.70	

EXPENDITURE APPROVAL LIST
AS OF: 10/05/2018 PAYMENT DATE: 09/27/2018

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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002038	00	WALMART COMMUNITY BRC								
07926		005486		00	09/05/2018	210-1001-451.61-15	MISC SUPPLIES	13.93		
02886		005667		00	09/11/2018	210-1001-451.60-01	MISC SUPPLIES	49.94		
		005668		00	09/11/2018	210-1001-451.61-15	MISC SUPPLIES	3.48		
04523		005479		00	09/05/2018	210-4401-444.61-30	MISC SUPPLIES	49.58		
05139		005480		00	09/05/2018	210-4401-444.61-30	MISC SUPPLIES	43.32		
08044		005666		00	09/11/2018	210-4401-444.61-30	MISC SUPPLIES	63.37		
		005669		00	09/11/2018	210-4401-444.61-30	MISC SUPPLIES	17.14		
09036		005418		00	08/29/2018	211-1001-421.61-07	REFRIGERATOR	119.00		
08620		005242		00	08/27/2018	281-1001-457.54-00	MISC SUPPLIES	12.40		
00824		005481		00	09/05/2018	281-1001-457.61-15	MISC SUPPLIES	19.96		
08010		005798		00	09/19/2018	281-1001-457.61-15	MISC SUPPLIES	88.24		
00465		005191		00	08/21/2018	510-1001-433.61-18	BOOTS/JANITORIAL	44.96		
05733		005478		00	09/05/2018	510-1001-433.60-01	OFFICE SUPPLIES	53.60		
09369		005616		00	09/11/2018	510-1001-433.61-03	JANITORIAL SUPPLIES	62.95		
		005191		00	08/21/2018	520-1001-432.61-03	BOOTS/JANITORIAL	29.94		
							VENDOR TOTAL *	1,405.70		
0002589	00	WATCHGUARD VIDEO								
ACCINV0016706		005878		00	09/25/2018	101-2101-421.43-11	BATTERY/MICROPHONE/TRANS	42.00		
							VENDOR TOTAL *	42.00		
0001944	00	WESTLAKE HARDWARE								
6957193/506325		005859		00	09/25/2018	101-1601-416.43-12	PAINT	4.88		
6957174/506325		005859		00	09/25/2018	101-1601-416.43-12	PAINT	39.97		
6957173/506337		005899		00	09/26/2018	101-2201-422.43-12	HOSE	12.57		
6957215/506325		005896		00	09/26/2018	101-3101-431.43-15	PAINT SUPPLIES	24.84		
6957234/506325		005897		00	09/26/2018	101-3101-431.43-15	PAINT SUPPLIES	9.56		
6957236/506325		005898		00	09/26/2018	101-3101-431.43-12	MISC ELECTRICAL	39.94		
6957157/506325		005907		00	09/26/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	24.17		
6957158/506325		005828		00	09/24/2018	510-1001-433.43-21	FASTENERS/PARTS	45.36		
							VENDOR TOTAL *	201.29		
0001269	00	WIDEWATERS								
		005821		00	09/20/2018	295-1001-465.45-90	TIF DISTRIBUTION	1,270.24		
							VENDOR TOTAL *	1,270.24		
							HAND ISSUED TOTAL ***		86,825.72	
							TOTAL EXPENDITURES ****	283,131.40		86,825.72
							GRAND TOTAL *****			369,957.12

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