

NOTICE OF OPEN MEETING

Public Notice is hereby given that the Capital Improvements/Transportation Trust Authority of the City of Excelsior Springs will meet in the Council Chambers **at 4:00 PM, August 11, 2025** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

The tentative agenda of this meeting is as follows.

**Capital Improvements/Transportation Trust Authority
City of Excelsior Springs**

AGENDA



Capital Improvements/Transportation Trust Authority Meeting
4:00 PM

Monday, August 11, 2025

Council Chambers, 201 E. Broadway, Excelsior Springs, MO 64024

1. CALL TO ORDER

Pledge of Allegiance

Roll Call

2. Approval - Minutes of July 21, 2025

3. Approval - Capital Improvement Financials thru 7/31/25

4. Approval - Transportation Trust Financials thru 5/30/25

5. Approval - Request for Capital Improvements to Fund Purchase of Mowing Equipment for ESGC

6. Approval - Request for Blight Fund Allocation

7. Approval - Request for Audio System Update in Council Chambers

8. Approval - Request for Allocation for 10 Highway Fence Repair

9. Approval - Bid for Elevator Modernization in Hall of Waters Building

10. COMMENTS

11. ADJOURN

Representatives of the news media may obtain copies of this notice by contacting the

City Manager's office, 201 East Broadway. Phone (816) 630-0752.

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

Date and Time of Posting: Friday, August 8, 2025 at 9:45am

Capital Improvements/Transportation Trust Authority
Minutes of Regular Meeting
July 21, 2025 | 4:00 pm | Council Chambers

1. Roll Call:

Present: Mike Edwards, Laurie Gehrt, Chuck Duckworth, Jason Cole, and Mayor Mark Spohn.

Absent: Lyndsey Baxter and Mary Lou Greim.

Also Present: City Manager Molly McGovern, Public Works Director Chad Birdsong, Economic Development Director Melinda Mehaffy, Councilman John McGovern, Mayor Pro-Tem Reggie St. John, and Authority Secretary Susan Conyers.

2. Approval – Meeting Minutes of June 9, 2025: Mike Edwards motioned to approve the May 12, 2025 meeting minutes; Jason Cole seconded.

Roll Call of Votes:

Ayes – Jason Cole, Chuck Duckworth, Laurie Gehrt, Mike Edwards, and Mayor Mark Spohn.

Nays – None. Motion approved.

3. Approval – Capital Improvements Financials through 6/30/25: Molly McGovern, City Manager briefed the Authority of the Capital Improvements Budget Spreadsheets that show the financials through June 30, 2025. Laurie Gehrt motioned to approve the Capital Improvements Financials presented through June 30, 2025; Chuck Duckworth seconded.

Roll Call of Votes:

Ayes – Laurie Gehrt, Mike Edwards, Jason Cole, Chuck Duckworth, and Mayor Mark Spohn.

Nays – None. Motion approved.

4. Approval – Capital Improvements Allocation for DryFork Greenway Project: Chad Birdsong, Director of Public Works, briefed the Authority of the request to allocate Capital Improvement funds to cover the shortfall of the DryFork Greenway Project for Change Order No. 3 in the amount of \$155,000.00. The original project contract price after Change Order No. 2 totaled \$3,604,700.92. The new contract price with Change Order No. 3 totaled \$4,279,341.12, leaving a difference of \$674,640.20; \$380,000.00 would come from the water fund, \$139,640.20 would come from the remaining project fund, leaving a shortfall of \$155,000.00. Mike Edwards motioned to approve the request of \$155,000.00 from Capital Improvements for the DryFork Greenway Project; Laurie Gehrt seconded.

Roll Call of Votes:

Ayes – Mike Edwards, Jason Cole, Chuck Duckworth, Lyndsey Baxter, Laurie Gehrt, and Mayor Mark Spohn.

Nays – None. Motion approved.

5. Approval – Transportation Trust Allocation for Conceptual Safety Improvement Study: Chad Birdsong, Director of Public Works, briefed the Authority of the request to allocate Transportation Trust funds to conduct a study to find a solution or prevention method for any future problem of vehicles leaving the roadway at Linden Avenue and hitting the roof of the VFW building. Recently, there have been two separate occasions where vehicles have crossed over the grass island at Wildwood and have driven off the cliff over 10 Highway, striking the roof of the VFW. Mike Edwards motioned to approve the request of \$13,532.00 from Transportation Trust for the Conceptual Safety Improvement Study with Bartlett & West Engineers. Chuck Duckworth seconded.

Roll Call of Votes:

Ayes –Laurie Gehrt, Chuck Duckworth, Mike Edwards, Jason Cole, and Mayor Mark Spohn.
Nays – None. Motion approved.

6. **Comments:** The Authority had no comments.
7. **Adjourn:** Laurie Gehrt motioned to adjourn; Jason Cole seconded. All in favor; motion approved. The meeting adjourned at 4:13pm. The next meeting is scheduled for Monday, August 11, 2025 at 4:00pm. _____ Susan Conyers, Authority Secretary

CAPITAL IMPROVEMENTS SALES TAX

Transactions for FY 2024-25

	2/28/2025	3/31/2025	4/30/2025	5/31/2025	6/30/2025	7/31/2025	8/31/2025	9/30/2025	
Beginning Balance:									
Pooled Cash	3,356,211.51	3,433,943.58	3,521,150.67	3,666,675.63	3,770,376.73	3,853,294.84	3,871,459.39	3,871,459.39	
Investments	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	
Payables									
Available Beginning Balance	3,606,211.51	3,683,943.58	3,771,150.67	3,916,675.63	4,020,376.73	4,103,294.84	4,121,459.39	4,121,459.39	

Revenues:										
City Sales Tax	100,888.03	85,846.83	94,962.00	101,264.50	106,991.38	99,107.78				982,381.60
TIF Allocations	(241.75)	(151.61)	31,860.69	(113.24)	(3,891.13)					24,101.69
City Use Tax	18,870.74	18,891.51	20,504.53	14,873.22	18,175.00	14,413.06				175,666.77
Interest Income	2,795.42	2,946.80	2,822.19	1,649.24	55.00	2,940.29				16,597.82
Investment Interest		712.50			2,751.56	712.50				4,176.56
Total Revenue	122,312.44	108,246.03	150,149.41	117,673.72	124,081.81	117,173.63	-	-	-	1,202,924.44

Expenditures:										
Allowance - Technology upgrade project	2,753.04		1,495.36	1,656.98	597.40	2,083.20				16,252.86
Large Format Printer										27,792.66
Fuel System Replacement										27,571.00
GROA ERP Consulting Agreement										-
Allowance - Maintenance Fund City Wide	14,738.85			1,151.15	235.00	1,348.00				20,544.00
Hall of Waters Improvements - Well Room Shoring										-
Hall of Waters Flood Pumps					35,630.29					35,630.29
Hall of Waters, Boiler	4,250.00			500.00		5,129.99				153,379.79
Hall of Waters Elevator										-
Industrial Road Grant Match		7,913.25								7,913.25
Allowance - Blighted Property Fund (Property Purchases/Demo)	10,626.86	520.00	250.00	250.00	740.00					12,441.86
Bank Charges	70.20	70.20	70.20	70.20	70.20	70.20				702.00
Police Station Plumbing										-
Police Station Parking Lot Repair										-
Allowance - Emergency Preparedness										-
Fire Training Structure	7,141.42	11,535.49	1,808.89	9,344.29	2,890.81	7,345.69				68,463.66
Allowance - Sidewalk Replacement Program (Professional Services)										-
Vintage Streetscape										140,831.74
Lithia Landing Stairs, Rock Wall repair										-

Transfers										
Transfers - General Fund (Indirect cost allocation)	5,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00				10,000.00
Transfers - Garland Bridge Match										-
Transfer - Dry Fork Greenway Match										-
Transfer - Sewer Main Re-Lining										-
Transfer - RAISE Local Match										-
Transfer - Golf Equipment Lease/Purchase						82,032.00				82,032.00
Total Expenditures	44,580.37	21,038.94	4,624.45	13,972.62	41,163.70	99,009.08	-	-	-	603,555.11

Ending Balance	3,683,943.58	3,771,150.67	3,916,675.63	4,020,376.73	4,103,294.84	4,121,459.39	4,121,459.39	4,121,459.39	
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Allocation of ending balance:									
Pooled Cash	3,433,943.58	3,521,150.67	3,666,675.63	3,770,376.73	3,853,294.84	3,871,459.39	3,871,459.39	3,871,459.39	
Investments	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	
Payables									
Total	3,683,943.58	3,771,150.67	3,916,675.63	4,020,376.73	4,103,294.84	4,121,459.39	4,121,459.39	4,121,459.39	

Committed Funds:

Allowance - Blighted Property Fund	80,611.84	80,091.84	79,841.84	79,591.84	78,851.84	78,851.84	78,851.84	78,851.84
Allowance - Emergency Preparedness (added 9/11/23)	7,387.99	7,387.99	7,387.99	7,387.99	7,387.99	7,387.99	7,387.99	7,387.99
Allowance - Maintenance Fund City Wide (Revised (1/8/24)(6/9/25)	(11,093.44)	(11,093.44)	(11,093.44)	(12,244.59)	12,520.41	11,172.41	11,172.41	11,172.41
Allowance - Sidewalk Replacement Program	18,364.18	18,364.18	18,364.18	18,364.18	18,364.18	18,364.18	18,364.18	18,364.18
Allowance - Technology upgrade project (Revised 12/21)(4/22)	7,351.85	7,351.85	5,856.49	4,199.51	3,602.11	1,518.91	1,518.91	1,518.91
Bus Replacement Match, 10/14/24	71,693.00	71,693.00	71,693.00	71,693.00	71,693.00	71,693.00	71,693.00	71,693.00
Dry Fork Greenway (Revised 2/12/24, 7/21/25)	273,400.00	273,400.00	273,400.00	273,400.00	428,400.00	428,400.00	428,400.00	428,400.00
Fire Training Structure, approved 12/23	37,410.69	25,875.20	24,066.31	14,722.02	11,831.21	4,485.52	4,485.52	4,485.52
Fishing River Watershed 2 - Hitch Lot (1/8/24)	450,000.00	450,000.00	450,000.00	450,000.00	450,000.00	450,000.00	450,000.00	450,000.00
Garland Bridge	347,060.15	347,060.15	347,060.15	347,060.15	347,060.15	347,060.15	347,060.15	347,060.15
Golf Equipment Lease Purchase (3/11/24)	211,872.00	211,872.00	211,872.00	211,872.00	211,872.00	129,840.00	129,840.00	129,840.00
GROA ERP Consulting Agreement	27,770.00	27,770.00	27,770.00	27,770.00	27,770.00	27,770.00	27,770.00	27,770.00
Hall of Waters Improvements - Boiler	6,508.24	6,508.24	6,508.24	6,008.24	-	-	-	-
Hall of Waters Elevator, 10/14/24	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
Hall of Waters Flood Pumps 6/9/25				35,248.00	-			
Industrial Road Grant Match (1/8/24)	80,000.00	72,086.75	72,086.75	72,086.75	72,086.75	72,086.75	72,086.75	72,086.75
Police Station Parking Lot replacement	14,085.02	14,085.02	14,085.02	14,085.02	14,085.02	14,085.02	14,085.02	14,085.02
Police Station Plumbing	1,850.00	1,850.00		-	-	-	-	-
RAISE Local Match (Grant Awarded 8/15/22)	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00	2,100,000.00
Sewer Main Re-lining , amended 5/12/25	375,000.00	375,000.00	645,000.00	645,000.00	645,000.00	645,000.00	645,000.00	645,000.00
Total Committed Funds	4,454,271.52	4,434,302.78	4,698,898.53	4,721,244.11	4,855,524.66	4,762,715.77	4,762,715.77	4,762,715.77
Available Cash Balance	(770,327.94)	(663,152.11)	(782,222.90)	(700,867.38)	(752,229.82)	(641,256.38)	(641,256.38)	(641,256.38)

CAPITAL IMPROVEMENTS SALES TAX
SIX YEAR PLANNING GUIDE

		3	4	5	6								
		THIS YEAR											
	Totals	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033		
Beginning Cash Balance		2,920,255.26	3,239,992.05	3,210,215.86	1,999,246.18	2,533,495.25	3,363,712.32	4,494,897.39	5,851,082.46	7,207,267.53	8,563,452.60		
Total Revenue	13,641,224.17	1,404,430.44	1,457,035.07	1,457,035.07	1,457,035.07	1,457,035.07	1,457,035.07	1,457,035.07	1,457,035.07	1,457,035.07	1,457,035.07		
Ongoing Allocation of Funds:													
Allowance - Blighted Property Fund (Property Purchases/Demo)	422,295.91	7,749.95	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00		
Allowance - Emergency Preparedness	40,000.00	2,612.01	7,387.99	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00		
Allowance - Maintenance Fund City Wide	298,143.96	89,242.47	50,000.00	50,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00		
Allowance - Sidewalk Replacement Program (Professional Services)	73,988.10	892.75	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00		
Allowance - Technology upgrade project	212,988.94	30,681.72	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00		
Bank Charges	6,777.10	842.40	850.00	850.00	850.00	850.00	850.00	850.00	850.00	850.00	850.00		
Transfers - General Fund (Indirect cost allocation)	84,235.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00		
ACTIVE PROJECTS													
BUS REPLACEMENTS	71,693.00			71,693.00									
Dry Fork Greenway	428,400.00		228,400.00	200,000.00									
Fire Training Structure	200,000.00	127,050.82	72,949.18										
Fuel System Replacement	60,376.88	10,405.88	27,571.00										
GARLAND BRIDGE LOCAL MATCH	359,000.00	18,861.66	40,138.34	300,000.00									
Golf Equipment Lease Purchase	237,840.00	25,968.00	82,032.00	51,936.00	51,936.00	25,968.00							
Hall of Waters Courtyard Stabilization, Boiler	679,218.98	525,839.19	153,379.79										
Hall of Waters Elevator	456,000.00		456,000.00										
Hall of Waters Flood Pumps	35,630.29		35,630.29										
Large Format Printers	27,792.66		27,792.66										
Police Parking Lot Resurfacing	116,136.00	102,050.98	14,085.02										
Police Plumbing, leak - front plaza	35,000.00	33,150.00	1,850.00										
RAISE Grant Match	2,100,000.00		25,000.00	850,000.00	500,000.00	500,000.00	225,000.00						
Sewer Main Re-Lining	645,000.00		50,000.00	325,000.00	270,000.00								
VINTAGE STREETScape 24	183,000.00	42,168.26	140,831.74										
Stalled & Closing Projects													
Bank Building Roof (Labor & Materials)	166,439.00			166,439.00									
Fishing River Watershed - Hitchlot (full cost; seeking grant funds)	450,000.00			450,000.00									
GROA ERP Consulting Agreement	-											27,770.00	
Industry Roadway Improvement	80,000.00		7,913.25	72,087.00									
Lithia Landing Stairs, Rock wall	55,000.00			55,000.00									
PAST PROJECTS	2,281,121.79	57,177.56											
Sub-Total Committed Projects	9,806,077.61	1,084,693.65	1,486,811.26	2,668,004.75	922,786.00	626,818.00	325,850.00	100,850.00	100,850.00	100,850.00	128,620.00		
Ending Total Cash Balance (without Unfunded Projects)	6,052,782.56	3,239,992.05	3,210,215.86	1,999,246.18	2,533,495.25	3,363,712.32	4,494,897.39	5,851,082.46	7,207,267.53	8,563,452.60	9,891,867.67		
Projects in Discussion, NOT Funded:													
Accounting System Purchase/Install													
Replace undersized waterlines Local Match	-												
Crownhill Cemetery - Columbarium	132,000			132,000									
Sub-Total Projects in Discussion, Not Funded:	-	-	-	-	-	-	-	-	-	-	-		
ENDING Total Cash Balance (with Projects in Discussion)		3,239,992.15	3,210,215.96	1,999,246.28	2,533,495.35	3,363,712.42	4,494,897.49	5,851,082.56	7,207,267.63	8,563,452.70	9,891,867.77		
New Projects to be PRIORITIZED													
Downtown Streetscape Grant Match	4,264,500				164,500	100,000	1,000,000	1,000,000	1,000,000	1,000,000			
Fishing River Watershed - Trib 1 (full cost; seeking grant funds)	520,000							520,000					
Golf Annuity	340,160			73,064	68,064	89,032	110,000						
Hall of Waters, Dehumidifier	236,520		236,520										
Hall of Waters - Phase II (Full Cost)	-												
Hall of Waters Phase III, local match	963,480			150,000	400,000	413,480							
Hall of Waters - Phase IV (full cost; seeking grant funds)	-												
Hillcrest Cemetery Road	75,000										75,000		
Hitch Lot Access	90,000										90,000		
Mausoleum Repairs	435,000										435,000		
Milwaukee Park	350,000			200,000	150,000								
Replace undersized waterlines (full cost; seeking grant funds)	-												
St. Louis/Elms/Thompson	50,000										50,000		
Wyman School Redevelopment	500,000			500,000									
Total Committed Funds	7,324,660.00	-	236,520.00	923,064.00	782,564.00	602,512.00	1,110,000.00	1,520,000.00	1,000,000.00	1,000,000.00	650,000.00		

ENDING Total Cash Balance (with Projects in Discussion)	(1,271,877.44)	3,239,992.05	2,973,695.86	839,662.18	591,347.25	819,052.32	840,237.39	676,422.46	1,032,607.53	1,388,792.60	2,067,207.67
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Project Planning Notes

Dehumidity	236,520.00
Tower Stabilization Estimate	562,807.00
Study Front Yard	30,000.00
Permanent Shoring Front Yard	315,893.00
5/22/25: Requested study of front yard, solution to fill in, dehumidification and tower rehab. Estimate need \$1.2 M	
8/6/25 Proposal for Tower A/E - \$54,780	54,780.00
total	1,200,000.00

Entrance Doors	370,497.00
Hall of Springs, windows, doors, roof, finish bar	613,219.00
Roof, Ceiling, hallway repairs above skylite	354,600.00
Mezzanine	1,502,645.00

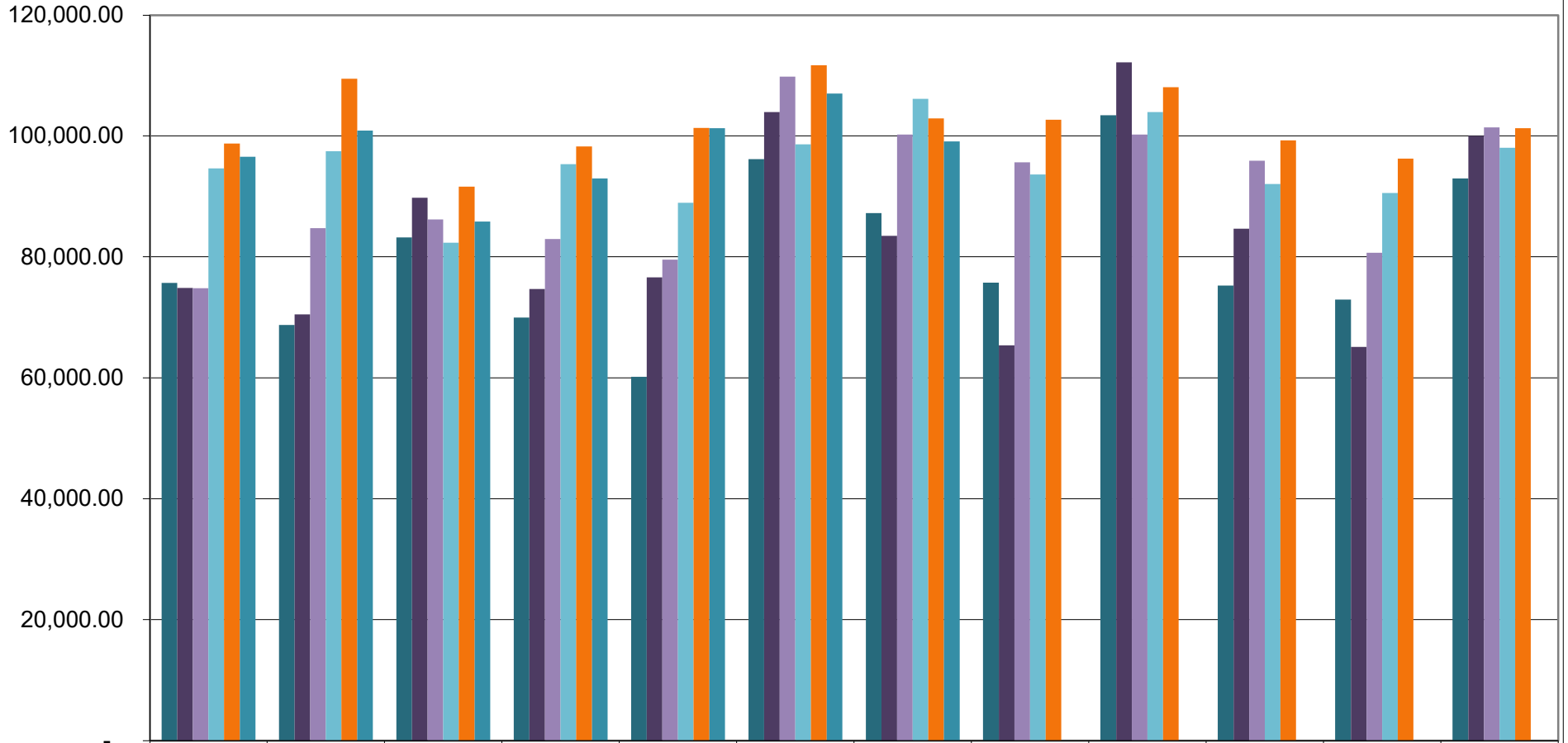
Phase III: Permanent Shoring - Front Yard, HVAC, Exterior Facades 5,000,000.00
 Phase IV: TBD

Boundless Backyard				
	25	26	27	
PR	90		60	150
CIP	0	200	150	350
Donations	20	90		110
Grant	0		500	500
totals	110	290	710	1110

	2025-26	2026-27	2027-2031	
Raise	2,389,105	2,113,591	20,597,304	25,100,000
CIP	500,000	500,000	1,100,000	2,100,000
WESTSIDE	97,276	28,398	3,874,326	4,000,000
other			800,000	800,000
total	2,889,105	2,613,591	21,697,304	27,200,000
spent to date	1,100,000			

Downtown Streetscape	water-29	sewer	Storm	Street	Trees, furniture	Construction	Contgy, art, escl	A/E	total
Phase 1 Penn to Mid Block - Broadway	156,700.00	1,000.00	593,250.00	688,732.00		1,439,682.00	504,844.00	250,156.00	2,194,682.00
Phase 2 Mid Block to Elizabeth - Broadway	124,100.00	1,000.00	423,275.00	588,030.00		1,136,405.00	214,397.00	205,918.00	1,556,720.00
Phase 3 Elizabeth to Thompson	268,750.00	1,000.00	27,000.00	741,715.00		1,038,465.00	534,810.00	220,259.00	1,793,534.00
Phase 4 Thompson	454,900.00	12,000.00	2,000.00	1,495,400.00	649,000.00	2,613,300.00	1,029,118.00	509,938.00	4,152,356.00
Construction Total	1,004,450.00	15,000.00	1,045,525.00	3,513,877.00	649,000.00	6,227,852.00	2,283,169.00	1,186,271.00	9,697,292.00
	16%	0%	17%	56%	10%				
Contingency, art, escalation	368,237.57	5,499.09	383,295.92	1,288,209.01	237,927.41				
A/E	191,325.98	2,857.18	199,149.88	669,317.51	123,620.45				
Total	1,564,013.56	23,356.27	1,627,970.80	5,471,403.51	1,010,547.86				
			54,571.76	4,209,769.22		4,264,340.98			
			Storm Water Improvements	1,573,399.04	1,261,634.29		2,835,033.34		

Gross Capital Improvement Sales Tax Receipts



	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
■ 2020	75,703.16	68,723.68	83,193.50	69,970.62	60,148.55	96,149.17	87,235.48	75,729.20	103,408.25	75,240.30	72,934.82	92,965.77
■ 2021	74,850.06	70,470.10	89,794.63	74,666.46	76,622.62	103,961.32	83,491.48	65,362.20	112,179.29	84,669.70	65,092.39	100,015.67
■ 2022	74,831.56	84,737.62	86,177.08	82,950.45	79,553.03	109,807.23	100,249.52	95,653.90	100,208.53	95,907.31	80,683.01	101,407.93
■ 2023	94,608.47	97,452.79	82,356.34	95,325.57	88,929.33	98,621.42	106,148.87	93,630.62	103,935.42	92,051.74	90,556.28	98,032.49
■ 2024	98,729.03	109,447.80	91,603.72	98,239.48	101,307.36	111,684.09	102,909.39	102,698.73	108,055.39	99,251.52	96,234.47	101,299.14
■ 2025	96,535.95	100,888.03	85,846.83	92,962.00	101,264.50	106,991.38	99,107.78					

TRANSPORTATION TRUST SALES TAX				
Transactions for May 2025				
Beginning Balance			\$2,724,811.47	
Total Cash			\$2,724,811.47	
Revenues:				
City Sales Tax	\$94,782.55			
City Use Tax	\$14,873.22			
Elms TIF	-\$1,293.33			
Golf TIF	-\$146.36			
Interest Income	\$2,463.85			
Investment Interest	\$362.47			
Total Revenue			\$111,042.40	
Disbursements:				
Bank Charges	-\$37.80			
Snow Removal	-\$86,865.00			
Operating Transfers to Finance	-\$1,000.00			
Lamp Rynearson Engineering	-\$12,850.00			
Lamp Rynearson Engineering	-\$22,850.00			
Total Expense			-\$123,602.80	
Ending Balance			\$2,712,251.07	
Committed Funds:				
Snow Removal 2025/2026	-\$75,000.00			
Operating Transfers to Finance	-\$4,000.00			
2025 Streetscape (TT2025)	-\$1,400,000.00			
TT225 Engineering	-\$41,450.00			
Conceptual Safety Study (approved July)	-\$13,532.00			
Total Committed Funds			-\$1,533,982.00	
Total Spendable Cash Balance			\$1,178,269.07	

TRANSPORTATION TRUST SALES TAX				
Transactions for April 2025				
Beginning Balance			\$2,720,932.36	
Total Cash				
Revenues:				
City Sales Tax	\$89,672.46			
City Use Tax	\$20,504.53			
TIF Distribution/VIN 2 CLOSE OUT CITY EAT	\$31,860.37			
Reversed General Sales Tax YE24	-\$95,598.37			
Reversed City Use Tax YE24	-\$15,373.19			
Elms TIF	-\$792.31			
Golf Tif	-\$113.24			
Interest Income	\$2,081.46			
Investment Interest				
Total Revenue			\$32,241.71	
Disbursements:				
Bank Charges	-\$37.80			
Operating Transfers to Finance	-\$1,000.00			
Snow Removal				
2024 Streetscape (TT2024)				
2025 Streetscape (TT2025)	-\$4,474.80			
TT225 Engineering (JAN.Prof Svc Engineering)	-\$22,850.00			
Total Expense			-\$28,362.60	
Ending Balance			\$2,724,811.47	
Committed Funds:				
Misc Concrete Repairs	-\$113,466.93			
Infrastructure Repairs	-\$12,575.16			
Snow Removal	-\$50,000.00			
Operating Transfers to Finance	-\$5,000.00			
2024 Streetscape (TT2024)	-\$44,986.75			
2025 Streetscape (TT2025)	-\$1,400,000.00			
TT225 Engineering	-\$77,150.00			
Total Committed Funds			-\$1,703,178.84	
Total Spendable Cash Balance			\$1,021,632.63	

Excelsior Springs Golf Course is requesting the purchase of 5 pieces of mowing equipment. Two greens mowers, two fairway mowers, and one small rough mower. These machines are our core group of mowers as they are responsible for the centerline of each golf hole. With Molly's help, Austin and I were able to come up with a funding plan which is displayed in the attached spreadsheet. The plan is based on two separate 4-year, \$1 buyout leases. The small rough mower would come from Toro and would be on its own lease. The four other mowers would be John Deere and in a separate lease. The chart is also based on an estimated 6.25% interest rate.

Our greens mowers are in need of an upgrade to ensure ESGC greens stay in top shape. Our current fleet are well into the high-mileage range, and pose a greater threat mishaps as we drive them over our greens every day. I propose the purchase of two new John Deere 2700 E-cut Hybrid mowers. These machines come standard with great control features that allow a Superintendent to customize the cut depending on weather and operator differences. We currently have two John Deere greens mowers which are the same model as our current tee mower. I plan to make two good tee and approach mowers out of those three machines and would sell the remaining machine on the open market.

We currently operate two John Deere fairway mowers that were purchased in 2007. They are well passed their lifespan expectancy, and I propose the purchase of two John Deere 7700A Fairway mowers. These machines are designed to increase our technician's efficiency and also have the same control features as the green's mowers. The current fleet has become problematic by costing us quite a bit to maintain them, but they also struggle to stay in adjustment through a single use resulting in a poor cut. Our plan is to sell them on the open market.

Our small slopes mower is in need of an upgrade. We use this piece of equipment to mow all green banks and tee banks through the course as well as the clubhouse lawn and driving range area. Our current mower is spending more time in the shop and this is the only mower that can handle some of the areas at ESGC. I propose the purchase of one new Toro Groundsmaster 3500-D. Our current 3500-D is high-mileage, but has life left in it so I could still use it or I would be open to sell it as well.

Thank you for your time and consideration.

Brien Agler

Equipment	Cost	Estimated Interest 4yr 6.25%	Total cost over 4yr lease
John Deere 2700 E-Cut Triplex Greens Mower	\$56,858.00	\$14,214.50	\$71,072.50
John Deere 2700 E-Cut Triplex Greens Mower	\$56,858.00	\$14,214.50	\$71,072.50
John Deere 7700A Fairway Mower	\$91,750.35	\$22,937.59	\$114,687.94
John Deere 7700A Fairway Mower	\$91,750.35	\$22,937.59	\$114,687.94
Toro Groundsmaster 3500-D	\$51,498.75	\$12,874.69	\$64,373.44
		Total	\$435,894.31

Capital Improvements Payment Plan

Core Mower Package	Year 1	Year 2	Year 3	Year 4	Year 5	
Total amount needed by year	\$63,567.91	\$108,973.58	\$108,973.58	\$108,973.58	\$45,405.65	\$435,894.30
CIP Monies	\$46,400.00	\$80,000.00	\$80,000.00	\$100,000.00	\$33,600.00	\$340,000.00
Golf Monies	\$17,167.91	\$28,973.58	\$28,973.58	\$8,973.58	\$11,805.65	\$95,894.30
						\$435,894.30

* Take delivery and start payments March 2026

Economic Development Department

201 E Broadway, Excelsior Springs, MO 64024

Phone: 816-630-9594; Fax: 816-630-9572



TO : Capital Improvements Authority
FROM: Melinda Mehaffy, Economic Development Director
DATE: August 8, 2025
SUBJECT: Wyman School –Abatement Strategy

The City has been approved for an Environmental Improvement and Energy Resources Authority (EIERA) grant in the amount of \$250,000 to address environmental hazards at the former Wyman School. The grant specifically supports the abatement of asbestos and lead-based paint unless the building is demolished, in which case only asbestos abatement is required. The City is required to be able to receive a “No Further Action” letter at the completion of the grant. The letter is a formal document issued by EPA to confirm that the property has undergone sufficient remediation to address environmental contamination concerns, meeting the agency’s standards at the time of issue. Essentially the letter states that no further remediation or regulatory action is deemed necessary for the property.

We are at a critical decision point. The grant has been held open exclusively for the City, and a State employee is awaiting retirement pending the closeout of this final award. The State has expressed a strong desire for this project to be completed by early fall 2025.

The abatement costs have risen significantly since the Alternative Brownfield Clean up Alternatives (ABCA) report was completed in May 2023. The cost of the asbestos abatement is estimated at \$236,985 plus the cost of oversight by Terracon. The asbestos abatement process must be done whether the building is razed or cleared for future redevelopment. With the entirety of the grant funds being used for the asbestos abatement we have reached a point that we must find additional funding to complete the lead-based paint funding. We have a shared with City Council two separate options, raze the building and only complete the asbestos removal as required or use the grant to complete the asbestos abatement and come to the Capital Improvement Authority to ask for funding of the lead-based paint abatement. Both options come with additional expenses above the EIERA grant funds.

If the property were to be razed, we would need to come up with funding to raze the building. Staff has inquired with demolition contractors about an estimated cost to raze the building. This cost is estimated to be at least \$650,000.

The bid to remediate the lead-based paint is \$460,985 plus the costs associated with Terracon overseeing the removal.

Staff has carefully considered both options and discussed the options with the Council. The desire is to maintain the asset and improve it through the remediation efforts to allow for restoration and reuse of the building. We are requesting an allocation of \$500,000 for the Blight fund to complete necessary work. As work starts on the building, staff would be issuing a new Request for Proposal (RFP) to begin the recruitment efforts of a developer to redevelop the property.

Staff is available for any questions you may have about this project.

Susan Conyers

From: Clint Reno
Sent: Wednesday, July 30, 2025 3:51 PM
To: Molly McGovern; Susan Conyers
Subject: FW: audio pricing
Attachments: Exc-Spg-cs.pdf

Hey Molly –

I am attaching the proposal from Missouri Sound & Technology for an audio system in the council room. This is a wired system, not wireless. It would include 8 individual mics (1 chairman + 7 delegates) that can be “always on” or only speak when activating your microphone. Let me know how you want me to proceed.

Thanks!

Clint

The proposed mics would look like this:



[See all JTS items](#)



Director of Public Works
201 E Broadway
Excelsior Springs, MO 64024

Phone:(816) 630-0755
Fax: (816) 630-9528

To: Capital Improvement Authority
From: Chad Birdsong, Public Works Director
Date: August 11, 2025

Re: Request for allocation for 10 Highway Fence Repair

Due to a car wreck at the VFW, the fence was damaged. We have an estimate from the manufacture for the repair and labor to install. The total is \$24,057.60. We are working with the driver's insurance for a reimbursement of some amount, but we are unsure of what the total will be due to their insurance limits.

At this time, we are ready to move forward with the repair and request an allocation to complete it. An amended budget sheet is attached for your consideration and approval.

If you have any questions or would like any more details, please don't hesitate to call me at 630-0755 ext. 4423.

Chad Birdsong
Public Works Director

Transportation Trust Budget for 2025 Fiscal Year Amended

8/6/2025

Ending balance as of May 2025

\$2,712,251.07

<u>Budgeted funds for Projects</u>	<u>Description</u>	<u>Balance</u>	<u>Requested allocation</u>
\$0.00	10 highway fence repair		\$24,057.00
\$ 75,000.00	Snow removal fund 2025/26	\$ 75,000.00	\$0.00
\$0.00	Conceptual safety Improvement study	\$13,532.00	\$0.00
\$ 12,000.00	operating Transfers to finance	\$ 4,000.00	\$0.00
\$ 1,400,000.00	Streetscape Construction for 2025	\$ 1,400,000.00	\$0.00
\$ 50,000.00	Streetscape Engineering for 2025	\$ 41,450.00	\$0.00
			\$24,057.00
	Total Committed funds balance	\$ 1,533,982.00	
	Total spendable cash balance	\$ 1,178,269.07	
	minus requested allocation	\$24,057.00	
	Total spendable cash balance after allocation	\$ 1,154,212.07	

Koppel Fabrication

10262 Hwy 127
Sweet Springs, MO 65351
Web: www.koppelfab.com

DBE

Alabama-Arizona-Colorado-Florida-Georgia-Idaho-Indiana-Iowa-
Kansas-Kentucky-Missouri-Nebraska-New Mexico-New York-
N.Dakota-Ohio-S.Dakota-Tennessee-Texas-Wisconsin-Wyoming

WBE

Missouri

Phone: (660) 335-4601

Fax: (660) 335-0114

6-10-25-2025

To: City of Excelsior Springs
Attn: Chad
Re: Route 10 Replacement Panels

Koppel Fabrication Inc. proposes to furnish all labor, material, and equipment required to **fabricate, and deliver** the following listed products:

	Item Description	Quantity	Unit Price	Total Price
Item 1:	Replacement Fence Panels	7 panels- Approx. 140 LF	\$171.84/ft.	\$24,057.60

Note- Installation is included.

Note- The finish of the above listed item is paint only. (No galvanizing)

Note- Anchoring hardware for drill and Epoxy attachment is included. Epoxies are excluded.

Note- The above listed quote includes using our shop drawings from the original project.

Note- Above listed pricing is valid ten days from bid date. After ten days material pricing will be reviewed.

Note- Koppel Fabrication reserves the right to modify this quote in response to the recent tariff legislation. Any additional cost in response to imposed tariffs will be assessed on an "as is" pass-through basis.

Note: The following terms and agreements must be provided, via mail or email, for a notice to proceed. A purchase order or contract, with a detailed list of materials to be provided along with a copy of this proposal signed and dated, and a tax exempt form if applicable. Payment terms shall be 30 days from the invoice date, and all checks shall be postmarked by that 30 day mark. All invoices not paid within 30 days will accrue 1.5% interest monthly. By signing this proposal you are agreeing to the above terms. **Proposal must be signed and returned with Purchase Order or Contract or it will not be accepted.**

Steel Fabrication - Mild Steel - Aluminum - Stainless

Thank you for the opportunity to bid your project. If accepted, please call for further scheduling.

Matt Bauer

Phone: 660-335-4601

Email: matt@koppelfab.com

Signed for acceptance:

-----/-----/-----
Name Contractor Date

Steel Fabrication - Mild Steel - Aluminum - Stainless



**Office of
The City Manager**

201 East Broadway
Excelsior Springs, MO 64024

Phone: (816) 630-0752

Fax: (816) 630-4424

www.ci.excelsior-springs.mo.us

**HOW Maintenance
Capital Improvements Authority Meeting of 8-11-2025**

To: Capital Improvements Authority Members
From: Molly McGovern, City Manager
Date: August 7, 2025
RE: Approval: Bid for Elevator Modernization in Hall of Waters Building

The current elevator that has been in the Hall of Waters since 1980 has experienced frequent downtimes with many service calls to our current maintenance company, MEI. The extra calls contribute to additional fees in addition to the cost of the current maintenance agreement each month, and it is getting difficult to locate parts for an older elevator. MEI recommends modernization to the internal structure.

On October 14, 2024, the Hall of Waters maintenance division, came to the Capital Improvements Authority for approval of the Agreement with MEI for Elevator Modernization. The allocation for the work was approved by the Authority not to exceed \$300,000.00. The City Council then requested additional research and additional bids to cut cost on the modernization.

The city contacted A3G Architects to conduct the bid process. During the process it was confirmed that a hatch will need to be installed in the roof of the Hall of Waters building so the crane can remove and set the new unit into the existing space. Also, the electrical in the elevator room is not code compliant causing the city to apply for a variance from the State of Missouri. The application for the variance will be submitted by August 15, 2025 and will attend a meeting with the State on September 10, 2025 to obtain the variance. The bid process ended on Tuesday, August 5, 2025. There were two bids submitted. The lowest bid came from MEI Total Elevator Solutions for a total cost of \$455,985.00. The second bid came from Hartline Construction LLC for a total cost of \$591,709.00.

The request is being made for approval to complete the HOW Elevator Modernization, by MEI Total Elevator Solutions, for a total cost of \$455,985.00; a difference of \$155,985.00 from the original Capital Improvements Authority allocation in 2024.

Respectfully submitted,

Molly McGovern
City Manager

Hall of Waters Elevator Modernization – 25.045

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Minnesota Elevator, INC
- B. Project Name: Hall of Water Elevator Modernization.
- C. Project Location: 201 E Broadway, Excelsior Springs, Missouri 64024.
- D. Owner: City of Excelsior Springs.
- E. Architect: A3G Architects.
- F. Architect Project Number: 25.045.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by A3G Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. four hundred fifty five thousand nine hundred eighty five dollars and 00/100 Dollars (\$455,985.00).
- B. Overhead Percentage Markup: Confidential INFO percent (___%)
- C. Profit Percentage Markup: Confidential INFO percent (___%)
- D. Please provide rate list for additional work found to be required outside of the original scope.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. Twenty two thousand seven hundred ninety nine dollars and 25/100 Dollars (\$22,799.25).

Hall of Waters Elevator Modernization – 25.045

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Elevator Work: Minnesota Elevator, Inc & CMC

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 252 calendar days.

1.6 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated June 30, 2025
- 2. Addendum No. 2, dated July 14, 2025
- 3. Addendum No. 3, dated _____
- 4. Addendum No. 4, dated _____

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Excelsior Springs, Missouri, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 5 day of August, 2025.
- B. Submitted By: Minnesota Elevator Inc (Name of bidding firm or corporation).
- C. Authorized Signature: Calla Wolfe (Handwritten signature).
- D. Signed By: Calla Wolfe (Type or print name).
- E. Title: Credit Manager (Owner/Partner/President/Vice President).
- F. Street Address: 19336 607th Ave, Mankato MN 56001

Hall of Waters Elevator Modernization – 25.045

G. City, State, Zip: _____

H. Phone: 816 221 3778

I. License No.: 26-00008321

END OF DOCUMENT 004113

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A312-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; <https://www.aiacontracts.org/>; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313



MEI

TOTAL ELEVATOR SOLUTIONS

Kansas City Branch
1144 Booth Street
Kansas City, KS 66103
Phone: (816)221-3778 Fax: (816)221-4254
www.meiusa.com

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

Elevator Modernization Agreement

EQUIPMENT LOCATION:

HALL OF WATERS
201 E BROADWAY ST
EXCELSIOR SPRINGS, MO 64024-2564

SUBMITTED TO:

CITY OF EXCELSIOR SPRINGS
201 E BROADWAY AVE ST
EXCELSIOR SPRINGS, MO 64024-2564

ELEVATOR DESCRIPTION:

Elevator ID: C1412-1
Description: HALL OF WATERS - TRAC PASS

ATTN:

TR KENNEDY
816-630-0752 or 816-209-8932
trkennedy@espolice.com

Type of Work: Modernization

This Modernization Agreement ("Agreement") is proposed as of this 5th day of August, 2025 ("Effective Date") between MEI Total Elevator Solutions ("MEI"), and "Customer": CITY OF EXCELSIOR SPRINGS, 201 E BROADWAY AVE ST, EXCELSIOR SPRINGS, MO 64024-2564. MEI and Customer are collectively referred to herein as the "Parties" or individually as a "Party". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Scope of Work:

MEI is providing this proposal to perform the following work:

CONTROLLER:

This controller will be non-proprietary meaning that any elevator company will be able to work on it in the future. Engineering and technical support will be available for the vendor of the customers choice. No programming tool will be required.

A non-proprietary affidavit is attached to this proposal and signed by MEI guaranteeing our equipment to be non-proprietary to protect you as the customer

- New solid-state microprocessor controller
- New state of the art motor drive
- New solid-state landing system
- New Machine Room and Hoistway wiring

FIXTURES:

- New in car ADA operating panel with digital position indicator & ADA compliant hands free phone
- New hall stations at all landings
- New emergency car lighting
- Phase I & Phase II fire fighters service key switches to meet code
- New direction lantern
- Cover plates as needed

NEW DOOR EQUIPMENT:

- New non-proprietary solid state door operator (2)
- New door clutch (2)
- New door restrictor (2)
- New electronic light curtain that detects passengers entering or exiting the elevator (2)
- New contact kits for hall interlocks & car gate switch
- New pickup rollers, hanger rollers, gibs and fire tabs on as needed basis to replace all worn ones

MACHINE ROOM EQUIPMENT:

- New Hollister Whitney machine
- New traction cables

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

New motor

New brake

New ascending car safety gripper/brake

New governor, rope, tension weight

NEW HOISTWAY EQUIPMENT:

New hoistway switches to accommodate proper operation

New car top inspection station

New escape hatch switch

New car fan

New car slides replaced on existing guides

New counterweight slides replaced on existing guides

Update counterbalance for proper operation if found to be needed is not included. MEI will have to hang and weigh the car/counterweights to verify once on site. If weight needs added or reduced an additional proposal will be provided

MISCELLANEOUS:

Removal of all decommissioned equipment

Any equipment not specifically included in the scope of work above is to be retained and reused.

Crane included

Permit & inspection included

BUILDING RELATED WORK:

See attached WBO (Work By Others) proposal. WBO scope of work is included in MEI proposal. If not listed in the WBO scope of work or listed as "Not Included" then it is also not listed or included in MEI proposal. Any additional work to the scope will be a change order that must be signed and agreed upon prior to additional work being performed/completed.

SPECIAL CONDITIONS:

1. Lead time for engineering and materials is presently running approximately 16-20 weeks after all submittal and approved documents along with selections have been processed by MEI Total Elevator Solutions. All selections must be in before the lead time begins. Alternates will extend lead times depending on when bid is signed and vendors current lead times.
2. We project the work as explained to take approximately 8 weeks to complete. MEI will provide a schedule for install once the contract is returned fully executed & after required down payment is received. You will be placed into our first available spot after your materials arrive.
3. This proposal does not include any provisions for running the car for related work contractors. If access to the hoistway is required, the time will be billed as an add to the contract at a rate of \$375.00 per hour.
4. This proposal is bid as ANSI A17.1-2016. If a newer code is adopted and put into place by State/City then any additional required items will be bid as additional to this proposal to meet that new code.
5. Due to unprecedented supply chain disruptions, MEI is unable to guarantee an exact start or completion date on this project. MEI will communicate with our materials suppliers and make every effort to meet the desired schedule.
6. If a re-inspection is required due to building related work, the re-inspection fee to the AHJ/Independent inspection company shall be billed additional by MEI to the Customer. MEI will also bill time spent at this additional inspection(s) to Customer at their standard crew rates, including travel time to and from the job site.
7. All building related work must be completed prior to MEI requesting an acceptance test with the State Inspector. If requested prior to completion for temporary usage of elevator, item #6 listed above will be in effect for the required re-inspection(s).
8. If the Building Owner or General Contractor (GC) is responsible for building-related work that remains incomplete by the time MEI finishes its scope of work (excluding acceptance testing), the following terms will be agreed upon with the signing of this proposal: Upon completion of MEI's installation, modernization, or repair work, MEI will issue the final invoice for the project. Payment will be due within 30 days of MEI ceasing work and submitting the final invoice. MEI will return to conduct the acceptance inspection once the Building Owner or GC provides written confirmation that all building-related work is fully completed. MEI reserves the right to charge for additional costs incurred due to other parties.

WARRANTY:

1. The warranty provided starts on the date of final inspection. Warranty shall include coverage of elevator system controller, operating equipment and devices that are defective, or improperly installed/adjusted. All work will be performed during normal working hours and normal working days of the elevator trade. If service is requested outside of normal working hours and normal working days, it will be billed at our then current charge out rates.
2. MEI shall not be responsible for work required due to abuse or misuse by others, acts of god, elevator running on arrival of mechanic

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

or on parts that were not installed or replaced under this specification
Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

Price:

\$455,985.00

The pricing in this agreement is only valid for 45 days from the date listed above.

Payment Terms:

All Modernization Fees are due and payable to MEI on the following schedule:

- 40% of the Modernization Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- 35% of the Modernization Fee will be billed when a majority of the materials have been received. Customer understands that MEI will not schedule the Work until this payment has been received. Customer understands that timing issues may result in needing to expedite this payment.
- The Balance (approximately 25%) of the Actual Modernization Fee will be billed upon completion of the Work. The payment terms for this portion of the Work will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

Agreement Terms

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, and the T&C, this Agreement shall govern and supersede the T&C.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

Acceptance of Proposal

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

(CUSTOMER)

Approved by Authorized Representative

Accepted by:

MEI Total Elevator Solutions

Approved by Authorized Representative



MEI

TOTAL ELEVATOR SOLUTIONS

Kansas City Branch
1144 Booth Street
Kansas City, KS 66103
Phone: (816)221-3778 Fax: (816)221-4254
www.meiusa.com

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

Signed: _____

Signed: _____

Date: _____

Date: _____

Print Name: _____

Print Name: Billy Mitchell

Title: _____

Title: Account Manager

Phone: _____

Phone: 913-568-6068

Email: _____

Email: Billy.Mitchell@meiusa.com

Name of Company: _____

Customer Purchase Order: _____

Principal, Owner or Authorized Representative or Owner

Agent: _____
(Name of Principal or Owner)



MEI

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MEI STANDARD EXCEPTIONS/QUALIFICATIONS/NOTES:

- This bid is valid only if a mutually agreeable contract, schedule and completion date can be obtained. Any changes must be seen and agreed to by MEI in writing.
- Installation must begin within six (6) months of contract date, or as shown on the published construction schedule. If installation does not begin within six (6) months of the contract date or as shown on published construction schedule, the project may be subject to an escalation fee for material costs and labor rate increases. Price is subject to change if any customer supplied information changes after booking, or upon review of additional and or updated information.
- If MEI is forced to store elevator equipment in warehouse due to a customer initiated install start date change, the customer will be responsible for additional storage fees.
- MEI does not carry professional liability insurance. Professional liability insurance will not be provided if bid is accepted.
- Our bid is based on timely return of all approved submittal drawings and allowing for manufacturing lead-time of 12 weeks after approvals.
- Exception is taken to any ambiguous, vague, not clearly evident in bid information and/or inexplicit liquidated damage stipulations.
- Exception is taken to retainage in excess of (5%) five percent.
- Exception is taken to any retainage if a performance/payment bond is required.
- Exception is taken to retainage for clean-up.
- Minnesota Elevator has included the necessary mobilization to and from this project in the above bid. If for any reason beyond our control; MEI is forced into additional mobilization on this project, (incomplete hoistway or machine room, lack of power, etc.) a remobilization fee of \$7,500.00 will be charged for each occurrence.
- On-site storage, approximately 20'x25' per elevator adjacent to the hoistway at bottom landing is required. If off-site storage is required, an additional charge will be assessed for the first three months to cover any double handling, storage or re-transportation of elevator material required by the general contractor/owner or agent thereof. After the first three months, an additional monthly charge will be assessed for storage until the material arrives on site.
- Bid includes one inspection per state permit. If more than one inspection is needed due to causes other than MEI, additional charges of then current hourly rate of MEI plus any applicable state re-inspection fees will be assessed.
- This bid does not include any provisions for construction use of the elevator.
- Should temporary service be required it will be provided via a CHANGE ORDER, as requested, per elevator. The Owner/General Contractor will be responsible for operators, protection of the elevator, and restoration costs of the elevator after the temporary service is complete. Owner/General Contractor will also be responsible for any additional inspection, permitting fees, and inspection time involved with the temporary service.
- This bid does not include any provisions for owner instruction and or training
- Certificates for Two million General Liability Insurance and Ten Million Umbrella Insurance coverage will be issued.
- If additional crews are requested and MEI has the resources to accommodate this request there will be a minimum charge of \$7,500.00 (MEI has provided one crew for this bid).
- This bid will become a rider, attachment or addendum to any contract issued.
- Any contract resulting from this bid is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, or consequential damages in contract tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.
- Permanent power to be provided by others to hoistway and machine room.
- Hoisting beam to be furnished and installed by others.
- Two (2) overhead hoist beams suitable for supporting the weight of the elevator equipment must be sized, furnished and installed by the G.C./customer. Hoist beams may need to be removed after elevator installation is complete, if overhead clearance codes are not met.
- Cutting, patching, grouting and fire caulking will be done by others at no cost to MEI.
- Flooring provided and installed by others.
- Pit floor and walls must be finished and backfilled before we can start.
- GC must provide forklift or appropriate handling equipment to unload MEI equipment at no cost to MEI.
- Barricading to be provided by others. MEI will replace barricade we remove as part of our work.
- Solid barricades at least 8 ft (2.4 m) high shall be supplied and installed by the G.C., customer, or owner to fully enclose work areas, open hoistways and escalator wellways. Barricades shall be properly secured to avoid unauthorized access from the general public.
- Disposal of construction debris and packaging resulting from this installation or removal will be by others.
- MEI will place debris in dumpster or other receptacle provided and paid for by others or as reasonably directed.

Disposal Contaminated Oil or Hydraulic Fluid (as applicable):

MEI will not be responsible for the disposal of any contaminated soil or hydraulic fluid that is removed from the cylinder hole. We will also not be responsible for any required clean up costs, fines or penalties that may result from this oil loss. Notification of the EPA and inspection of the ground soil is the responsibility of the owner, if they elect to do so.



MEI

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Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

Jack Hole Clause (as applicable):

- If the jack ceases to move during the removal process period of eight (8) hours, additional labor and specialty equipment required to move the jack will be performed on a time and material basis.
- Indoor Drilling - The hydraulic jack replacement is based on the existing jack hole being plumb and cased to prevent the Jack hole from collapsing once the existing jack is removed. If we encounter such conditions that hinder us from installing the new jack as noted in the aforementioned assumption, and indoor drilling is necessary, we will stop work and notify you immediately. Upon execution of a change order, with the cost and additional time being outlined and agreed to by purchaser, we will resume work
- If problems with the original construction of the jack hole exist (not deep enough, not plumb, not cased, concrete obstruction, flowing water or any obstruction prohibiting clean out and installation of new jack) additional work will be performed on a time and material basis.
- If ground water becomes a problem in the elevator pit during the jack replacement process, it will be the responsibility of the owner to address the issue so that work can continue. The contractor is not responsible for any water problems.
- Charge out rates applying to this Hole Clause are a per hour rate of \$250 per man plus materials
- The price of the driller and any related materials required will be in addition to our labor charges listed above

We will notify you prior to enacting this clause should it become necessary.

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

MEI TERMS AND CONDITIONS ("T&C")

1. Purchase and Payment. Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

2. Standard Warranty. MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts or attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Repair Terms and Conditions. Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine rooms(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee. In accordance with OSHA requirements, Customer shall inform MEI and its employees who will perform work activities in areas which contain ACM and/or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that MEI's work area at all times meets applicable OSHA permissible exposure limits (PEL's). Notwithstanding anything contained to the contrary within this bid or contract: (a) MEI's work shall not include any abatement or disturbance of asbestos containing materials (ACM) or presumed asbestos containing materials (PACM); (b) Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from MEI's scope of work without an applicable change order to reflect the additional costs and time; (c) MEI shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed, and the time period specified in the bid or contract for MEI to complete its work shall be extended until the same is abated; and (d) Any asbestos removal or abatement, or delays caused by such, required in order for MEI to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, Customer shall provide documentation that the asbestos has been abated from the MEI work area and air clearance reports shall be made available upon request prior to the start of MEI's work.

4. Limitations. Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

Date: 8/05/2025

QUOTE NUMBER: 15660 - Rev 1

5. Indemnification. Each Party (as "*Indemnifying Party*") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "*Indemnified Party*") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

6. Default. An event of default ("*Event of Default*") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

7. Remedies. Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

8. Assignment. MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

9. Governing Law; Venue. The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

10. Force Majeure. MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

11. Waiver of Jury Trial. Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

12. General Provisions. The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

Non-Proprietary Equipment Affidavit

The entire elevator package proposed for the project identified below shall be **NON-PROPRIETARY**. The following provisions cover a warranty representing compliance with established standards for Universal Serviceability and Maintainability:

- **Equipment Purchased Unrestricted:**
Any elevator company shall be allowed to purchase and install this equipment. Must be made in USA. Machine room less elevators where equipment is accessed by riding top of elevator or via the pit is not allowed. Driving machines (traction & hydraulic applications) and controls must be accessible and cannot be in the hoistway.
- **Spare Parts:**
Spare parts can be purchased for a reasonable price as replacement or as stock to be maintained at the building site, or the offices of any elevator contractor designated by the building owner to maintain their equipment.
 - No exchange-only provisions shall limit any parts purchase.
 - No building owner approval shall be required to process any parts order.
- **Diagnostics:**
The control system shall be provided together with all available onboard diagnostic tool functions, unlocked and unrestricted access.
 - Such Maintenance, adjustment, and troubleshooting device or system shall provide unrestricted access to all parameters, level of adjustment, and flags necessary for maintenance and repair of equipment.
 - No expiring software, degrading operation, or key shall be accepted. Any lost or damaged tool shall promptly be replaced or repaired at a reasonable cost.
- **Product Support**
A support hotline at no additional cost shall be provided by the original equipment manufacturer where licensed elevator contractors shall be able to obtain assistance for installation, adjustment or troubleshooting.
- **Engineering Support:**
Manuals, engineering drawings, wiring diagrams, prints, special procedures to meet the Maintenance Control Program requirements shall be provided with the equipment at the time of delivery. All documentation shall be available for replacement purchase, at a reasonable price, by any licensed contractor designated by the building owner.
- **Training:**
Factory and/or on-site training shall be available from the original equipment manufacturer to any licensed elevator contractor. Training fees shall be free or reasonable and appropriate.

AFFIRMATION: The undersigned swears and affirms that the conditions described above are hereby made a part of the equipment proposal. The building owner, elevator contractor, and/or consultant shall reasonably rely upon these provisions.

Project: _____ Company: _____

Installing Company Officer Signature: _____ Date: _____

Printed Name & Title: _____

CMC
5730 Woodson Rd
Raytown, MO 64133 USA
+18165093655
cmchomesllc@gmail.com



Estimate

ADDRESS
MEI

ESTIMATE # 1857
DATE 08/03/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Address	Hall of Waters Elevator Modernization			
	Scope	201 E Broadway, Excelsior Springs, Missouri 64024 Scope to include the following. Patch and reinforcement in the hoist way as required for structural integrity and fire rating. Installation of new machine room door with code complaint door and closure. Installation of fire extinguisher in machine room. Installation of fire alarm system with smokes and contacts as required. Installation of new machine room lighting and gfcı outlet. Installation pit lighting and gfcı. New elevator disconnects. Correcting grounding for elevator. Dedicated analog phone line emt piping. Hoistway venting/fire damper. Hvac mini split for machine room. 6x4 single door equipment roof hatch/structural requirements as required/roofing as required.			

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		Sump pump in elevator pit.			
		Work includes all needs per addendum #1,2.			
		All labor and materials included.			
TOTAL					

Accepted By

Accepted Date



MEI - Kansas City
 1144 Booth St
 Kansas City, KS 66103
 Phone: (816) 221-3778
 www.meiusa.com

1/1/2025 Charge Out Rates

Contract Customers

Title	Straight Time	Overtime	Double Time
Mechanic	\$375	\$589	\$664
Helper	\$319	\$501	\$564
Team	\$694	\$1,090	\$1,228

Non-Contract Customers

Title	Straight Time	Overtime	Double Time
Mechanic	\$500	\$785	\$885
Helper	\$425	\$668	\$752
Team	\$925	\$1,453	\$1,637

Straight Time Monday through Friday 8:00 a.m. – 4:30 p.m.

Overtime Monday through Friday (Before/After Straight Time Hours) Saturday

Double Time Sundays, Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day) and/or Overtime Repairs

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Hartline Construction LLC.
- B. Project Name: Hall of Water Elevator Modernization.
- C. Project Location: 201 E Broadway, Excelsior Springs, Missouri 64024.
- D. Owner: City of Excelsior Springs.
- E. Architect: A3G Architects.
- F. Architect Project Number: 25.045.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by A3G Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. FIVE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED NINE DOLLARS AND 00/100----- Dollars (\$ 591,709.00).

B. Overhead Percentage Markup: TEN percent (10 %)

C. Profit Percentage Markup: TEN percent (10 %)

D. Please provide rate list for additional work found to be required outside of the original scope.

**** NOTE SEE SUPPLEMENTAL PAGE WITH RATES**

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. TWENTY NINE THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS AND 45/100 Dollars (\$ 29,585.45).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Elevator Work: SCHINDLER ELEVATOR CORPORATION

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 230 calendar days.


1.6 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 6/30/2025
 - 2. Addendum No. 2, dated 7/14/2025
 - 3. Addendum No. 3, dated _____
 - 4. Addendum No. 4, dated _____

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Excelsior Springs, Missouri, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 5th day of August, 2025.
- B. Submitted By: Hartline Construction LLC (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Jennifer Hart (Type or print name).
- E. Title: Owner/President (Owner/Partner/President/Vice President).
- F. Street Address: 1826 Linn St.

Hall of Waters Elevator Modernization – 25.045

G. City, State, Zip: North Kansas City, MO 64116.

H. Phone: 816-921-6002.

I. License No.: 45-3951328.

END OF DOCUMENT 004113

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A312-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; <https://www.aiacontracts.org/>; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hartline Construction, LLC
1826 Linn Street
North Kansas City, MO 64116

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407 3909

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Excelsior Springs, Missouri
201 E. Broadway
Excelsior Springs, MO 64024

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Hall of Waters Elevator Modernization

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August 2025

(Witness)

Hartline Construction, LLC
(Principal) _____ (Seal)

(Title) _____
United Fire & Casualty Company

(Witness) Shawn Byrne

(Surety) _____ (Seal)
(Title) Vickie J. Nickel, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, in which this form appears in RED. An original ensures that changes will not be obscured.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

VICKIE J. NICKEL, LISA A. SUMMERS, SHAWN BYRNE, DAVID H. PARKHURST, REBECCA ANN LILLEY, KERRY A. SHERROD, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

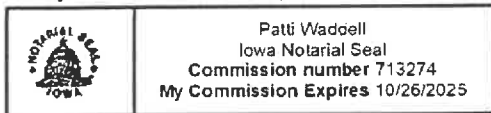
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President



State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say: that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 5th day of August, 2025



By: *Mary A Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC