

## 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, February 2, 2026** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

The tentative agenda of this meeting is as follows.

**City Council  
City of Excelsior Springs**

### AGENDA



City Council Meeting  
6:00 PM  
Monday, February 2, 2026  
School District Building (School Board Room No. 8), 113 Line St,  
Ex. Springs MO

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#### CALL TO ORDER

Opening - Pastor Matt Truax of Pisgah Baptist Church

Pledge of Allegiance

Roll Call

Visitors

This time is reserved for public comment addressed to the City Council. Each speaker is limited to 5 minutes. Any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time.

Minutes of the Regular City Council Meeting of January 20, 2026

#### CONSIDERATION OF AGENDA

1. Consideration of Engagement of Navitas for Energy Management Services - Resolution No. 1639
2. Consideration of Purchase of Video Camera Server and Related Equipment - Resolution No. 1640
3. Consideration of Transportation Provider Letter of Agreement with Medical Transportation Management, Inc. - Resolution No. 1641
4. Consideration of Demand Response Order Form with Enel X North America, Inc. - Resolution No. 1642

5. Consideration of Change to City Clerk's Compensation - Resolution No. 1643

6. Consideration of Amendment to the Purchasing Policy to Require Council Approval of Vehicle Purchases - Ordinance No. 26-02-01

7. Consideration of Employment Agreement with Melinda Mehaffy as City Manager - Ordinance No. 26-02-02

Remarks - City Manager

Remarks - City Council

Remarks - Mayor

Motion to Close the Meeting Pursuant to Sections 610.021.1 & 610.021.2, RSMo.

Adjourn

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

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

**Date and Time of Posting: Thursday, January 29, 2026 at 5:00pm**

CITY COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
January 20, 2026

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 PM, on Tuesday, January 20, 2026 in the Board Room of the School District Building located at 113 Line Street.

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

The Pledge of Allegiance was led by Mayor Spohn.

The meeting was called to order by Mayor Spohn.

Roll Call of Members:     Present: Mayor Mark Spohn, Mayor Pro-Tem Reggie St. John, Councilman Stephen Spear, Councilman Gary Renne, and Councilman John McGovern.

Absent: None.

VISITORS:     None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 5, 2026:

Mayor Pro-Tem St. John made a motion to approve the minutes of the Regular City Council Meeting of January 5, 2026. Motion was seconded by Councilman McGovern. All in favor; motion carried.

Minutes of the Regular City Council Meeting of January 5, 2026 passed and approved January 20, 2026.

CONSIDERATION OF AGENDA:

Councilman McGovern made a motion to approve the agenda as presented. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Renne, Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

The agenda passed and approved January 20, 2026.

RESOLUTION NO. 1636, CONSIDERATION OF AGREEMENT FOR MANAGEMENT OF THE EXCELSIOR SPRINGS GOLF COURSE:

Mayor Spohn read by title Resolution No. 1636.

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

Councilman Spear made a motion to table Resolution No. 1636 approving a service agreement with Orion Management Solutions RG, Inc. Motion was seconded by Councilman McGovern.

Roll Call of Votes: Ayes: McGovern, Renne, Spear, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1636 was tabled January 20, 2026.

ORDINANCE NO. 26-01-05, CONSIDERATION OF CEMETERY RATE CHANGES:

Mayor Spohn read by title Ordinance No. 26-01-05.

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

Councilman Renne made a motion to place Ordinance No. 26-01-05 amending the Schedule of Fees, Title 1, Appendix A, Table A-6 of the Municipal Code related to Miscellaneous Fees on second reading. Motion was seconded by Councilman McGovern.

Roll Call of Votes: Ayes: Spear, McGovern, Renne, St. John, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 26-01-05.

Councilman Spear made a motion to approve Ordinance No. 26-01-05 amending the Schedule of Fees, Title 1, Appendix A, Table A-6 of the Municipal Code related to Miscellaneous Fees. Motion was seconded by Mayor Pro-Tem St. John.

Roll Call of Votes: Ayes: Renne, Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

Ordinance No. 26-01-05 passed and approved January 20, 2026.

ORDINANCE NO. 26-01-06, CONSIDERATION OF FIRST AMENDMENT TO THE WATER SALE/PURCHASE AGREEMENT WITH THE VILLAGE OF PRATHERSVILLE:

Mayor Spohn read by title Ordinance No. 26-01-06.

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

Mayor Pro-Tem St. John made a motion to place Ordinance No. 26-01-06 authorizing the Mayor to execute a first amendment to the Water Sale/Purchase Agreement with the Village of Prathersville, Missouri on second reading. Motion was seconded by Councilman McGovern.

Roll Call of Votes: Ayes: McGovern, Spear, Renne, St. John, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 26-01-06.

Councilman Spear made a motion to approve Ordinance No. 26-01-06 authorizing the Mayor to execute a first amendment to the Water Sale/Purchase Agreement with the Village of Prathersville, Missouri. Motion was seconded by Mayor Pro-Tem St. John.

Roll Call of Votes: Ayes: Spear, Renne, McGovern, St. John, Spohn

Nays: None, motion carried.

Ordinance No. 26-01-06 passed and approved January 20, 2026.

RESOLUTION NO. 1637, CONSIDERATION OF BRUSH GRINDING AND MULCH HAUL -OFF SERVICES AGREEMENT:

Mayor Spohn read by title Resolution No. 1637.

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

Councilman Renne made a motion to approve Resolution No. 1637 approving Missouri Organic Recycling, Inc. for brush grinding and mulch haul-off services at the city yard waste drop-off site. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Renne, McGovern, Spear, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1637 passed and approved January 20, 2026.

RESOLUTION NO. 1638, CONSIDERATION OF APPROVING ONE-YEAR SERVICE AGREEMENT WITH MOTOROLA:

Mayor Spohn read by title Resolution No. 1638.

Robert Warner, Police Captain briefed the Council of the Resolution.

Councilman McGovern made a motion to approve Resolution No. 1638 authorizing the execution of a Service Agreement with Motorola Solutions, Inc. for Public Safety Communications System Services. Motion was seconded by Councilman Spear.

Roll Call of Votes: Ayes: Renne, Spear, McGovern, St. John, Spohn

Nays: None, motion carried.

Resolution No. 1638 passed and approved January 20, 2026.

NOTIFICATION OF CHANGE ORDERS:

Mayor Spohn read by title the Consideration.

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

A Change Order in the amount of \$6,735.00 from Titan Environmental Services, Inc. was approved administratively for additional decontamination of blood (caused by an injured raccoon) and proper bio-hazard solutions, and the boarding up of the building following abatement and stabilization of the Wyman school building located at 108 Dunbar Avenue.

DECEMBER 2025 REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Spohn read by title the Consideration.

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

The expenditure lists and payroll for December 2025 and the December revenue report were made available for review.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. I received the sad news that Grace Palmer has passed away. She was a long-time employee with the City working in the City Manager's office. We will think of her family while they are consoling.

Councilman Renne:

1. I see that the Clay County Election Board will be hosting a voter registration drive in Excelsior Springs next week. I encourage every citizen who is not registered to get out and register to vote. That is what changes things; that is how we can have a say in our local community, county, state, and federal government. A lot of people move and forget to check on what zone they are supposed to vote in. There is an opportunity every day next week.

Councilman McGovern:

1. I ran into Vern Hendricks who is a member of the Zion Church, which is one of the host sites for the warming center. He told me they have been very busy out there hosting quite a few people and I appreciate that.

Councilman Spear:

1. I appreciate the School District allowing us to be here this evening while the elevator is under construction; greatly appreciate their hospitality.

Mayor Pro-Tem St. John:

1. I'm looking over a list from this month of folks that have been with the City ten years or more. Jeremiah Renne, Robert Warner, and Roger Pierson, thank you to those that spend a fair amount of time with our City in their employment.
2. It is kind of personal to be able to go back into Wyman to see what kind of shape it is in after spending many years there in my youth.

Mayor Spohn:

1. I received and responded to our City Manager's letter of intent of retirement effective March 3<sup>rd</sup>. My response is attached to these minutes.

MOTION TO CLOSE THE MEETING PURSUANT TO SECTIONS 610.021.1, 610.021.3, 610.021.12, & 610.021.13, RSMO.:

With no further business at hand, Councilman McGovern made a motion to close the Regular City Council Meeting of January 20, 2026 and go into CLOSED SESSION immediately following pursuant to Sections 610.021.1, 610.021.3, 610.021.12, and 610.021.13, RSMo. Councilman Spear seconded. No discussion was held by City Council Members.

Roll Call of Votes: Ayes: Spear, Renne, McGovern, St. John, Spohn

Nays: None, motion carried.

The Regular City Council meeting of January 20, 2026 adjourned at 6:31 pm.

ATTEST:

\_\_\_\_\_  
MARK D. SPOHN, MAYOR

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

*Dear Molly,*

*I acknowledge receipt of your letter of resignation dated January 11, 2026, with an effective date of March 3, 2026. While your decision marks the conclusion of an extraordinary chapter in the City's history, it also provides an opportunity to reflect with deep gratitude on the remarkable service you have given to Excelsior Springs.*

*Your combined 27 years of service to this community represent a legacy of dedication, professionalism, and genuine care for the people of Excelsior Springs. Through your leadership, our city has become a better place in which to live, work, and play. The progress achieved during your tenure—both tangible and intangible—will continue to shape the community long after your retirement.*

*Your professional manner, steady leadership, and thoughtful approach to governance have been especially valued and widely respected. You have modeled integrity, collaboration, and excellence, and in doing so have strengthened not only our organization but also the culture of public service within City Hall.*

*Many years from now, the City of Excelsior Springs will still be experiencing the blessings and benefits of your service. The relationships you built, the standards you set, and the vision you carried forward will remain part of the foundation upon which future leaders will build.*

*On behalf of the City Council, City staff, and the residents you have served so faithfully, thank you for your exceptional commitment to this community. We wish you a fulfilling and well-deserved retirement, marked by pride in what you have accomplished and confidence in the lasting impact of your work.*

*With sincere appreciation,*

*Mark Spohn*



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**Excelsior Springs Parks, Recreation, & Community Center  
City Council 2/2/2026**

TO: City Council  
FROM: Nate Williams, Director of Parks, Recreation, & Community Center  
DATE:  
RE: Consideration of Agenda

1. Cover Letter for Navitas 2026
2. ES - reso - Navitas
3. OS Renewal Proposal - 2025.06.10



# EXCELSIOR SPRINGS

PARKS • RECREATION • COMMUNITY CENTER • WELLNESS

**Parks, Recreation, & Community Center Department**  
500 Tiger Drive  
Excelsior Springs, MO 64024

(816) 656-2500

[www.es-prcc.com](http://www.es-prcc.com)

Thursday, January 29, 2026

To: Mayor and City Council

From: Nate Williams, Director of Parks, Recreation, & Community Center

Re: Consideration of Energy Management and Optimization Services Agreement

The ESCC has been utilizing energy management and optimization services at the ES Community Center. Our current contract expires in February, so the facility is looking to continue services for an additional year. The Natatorium updates recently completed will have a year built in for those systems already, but we are looking to monitor the rest of the facility along with those new upgrades with this agreement. Our recommendation is to contract with Navitas to perform the scope of work outlined in the proposal. We are now asking City Council to approve the expense of \$19,000.00 to contract with Navitas beginning on March 1<sup>st</sup>.

*Utility Savings Since March 2023*  
\$288,165

Annual Fee for Standard Services  
\$19,000

**Total Cost of Preventative Maintenance needing Approval**  
**\$19,000**

Respectfully submitted for Mayor and City Council approval.

Nate Williams, CPRP, AFO  
Director of Parks, Recreation, and Community Center

RESOLUTION NO. 1639

A RESOLUTION APPROVING, SUBJECT TO CONTRACT EXECUTION, THE  
ENGAGEMENT OF NAVITAS, LLC FOR ENERGY MANAGEMENT SERVICES

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

**Section 1.** The City Council hereby approves the engagement of Navitas, LLC to provide energy management and optimization services for the City Community Center on terms generally consistent with the renewal proposal dated June 10, 2025, including an annual fee not to exceed \$19,000 and a service term beginning March 1, 2026, subject to the negotiation, finalization, and execution of a written agreement.

**Section 2.** The final agreement shall be reviewed and approved as to form by the City Attorney, shall be within appropriated funds, and shall contain such non-substantive modifications as are necessary or appropriate to protect the interests of the City. The Mayor or City Manager is authorized to execute the agreement on behalf of the City upon satisfaction of the conditions set forth in this Resolution.

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

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

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF February, 2026.

\_\_\_\_\_  
Mark D. Spohn, Mayor

ATTEST:

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

REVIEWED BY:

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



## Owner

City of Excelsior Springs – Community Center

June 10<sup>th</sup>, 2025

## Proposal

**Annual Fee Structure for Standard Services:**

**\$19,000**

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*A non-exhaustive list of example activities included below for reference.*

*Service period start date: 3/1/2026*

### Energy Management

- Manage general holiday scheduling.
- Host reoccurring progress meetings.
- Complete on-site engagements with staff and facility to provide training and site energy audits.

### Data Analytics

- Identify issues and possible resolution. Share with team for quick and efficient resolution.
- Identify why spaces might be uncomfortable.
- Identify underperforming equipment both energy and comfort.
- Identify equipment not running or running 24/7.

### Utility Platform and Reporting

- Utility platform access that allows for the identification of billing issues, errors, and operational changes
- Track and provide monthly, and annual performance evaluations.

## Contract

Upon agreement of the proposed services and fees, Navitas will prepare a contract agreement for review and acceptance. We look forward to continuing our partnership.

Sincerely,

Zack Flageolle,  
Director of Optimization Services



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**Police Department**  
**City Council 2/2/2026**

TO: City Council  
FROM: Greg Dull, Police Chief  
DATE:  
RE: Consideration of Agenda

1. Cover\_Letter\_Genetec\_Server\_FINAL
2. ES - reso - Genetec Agreement
3. DELL Quote 3000198217978.2

**To:** Honorable Mayor and Members of the City Council

**From:** Clinton D. Reno, Technology Director

**Re:** Approval to Purchase Replacement Genetec Video Server for Police Department

**Date:** January 21, 2026

I am requesting City Council approval to purchase a replacement video surveillance server for the Police Department. The proposed purchase is a Dell PowerEdge server, as detailed in the attached vendor quote, to replace the department's existing Genetec video server. The current server is more than eight years old, provides only about 12TB of usable storage, and has reached the end of its practical service life.

The existing system is experiencing ongoing capacity and performance issues, including frequent operating system drive space limitations that increase the risk of system instability and potential loss of recorded video evidence. Given the age of the hardware and the critical role this system plays in public safety operations, continued reliance on the current server presents an operational risk.

The proposed replacement server is configured with eight (8) 12TB enterprise hard drives and will provide approximately 70 to 72TB of usable video storage with built-in disk redundancy appropriate for public safety video systems. In addition to substantially increasing storage capacity, the new server delivers improved performance and a fully supported hardware and operating system platform for continued operation of the Genetec video management system. This upgrade will allow for longer video retention periods and ensure reliable recording, retention, and retrieval of video evidence in support of Police Department operations.

The total cost of the proposed server, as detailed in the attached Dell quote, is \$16,224.21. The purchase will be funded through Public Safety Sales Tax (PSST) funds and the project has been reviewed and approved by the PSST Oversight Committee for this fiscal year.

The proposed purchase is a sole-source procurement made directly through Dell utilizing an approved cooperative purchasing agreement. This procurement method ensures compliance with City purchasing requirements while allowing the City to obtain standardized enterprise hardware, manufacturer warranty coverage, and contract pricing.

As Technology Director, the procurement and lifecycle replacement of core server infrastructure is within my area of responsibility. Approval of this request will allow staff to proceed with replacement of aging infrastructure and maintain reliable and secure public safety technology systems.

I am respectfully requesting City Council approval of this purchase.

Respectfully submitted,

Clinton D. Reno

Technology Director

**RESOLUTION NO. 1640**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A VIDEO CAMERA SERVER  
AND RELATED EQUIPMENT**

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

**Section 1.** The City Council hereby authorizes the purchase of one (1) PowerEdge R570 server and related hardware, software, and support services for use as a video camera server, from Dell Marketing L.P., pursuant to the Dell NASPO ValuePoint cooperative purchasing contract for computer equipment, Contract Code C000001121505, in a total amount not to exceed \$16,224.21, as reflected in Dell Quote No. 3000198217978.2, dated January 21, 2026.

**Section 2.** The Mayor and the City Manager are hereby authorized to execute the purchase order and any related documents necessary to complete the purchase authorized by this Resolution. The City Manager, Information Technology Director, and other appropriate City officials are further authorized and directed to take all actions necessary to implement and administer the purchase authorized herein.

**Section 3.** That this Resolution shall be in full force and effect from and after the date of its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF February, 2026.

ATTEST:

\_\_\_\_\_  
Mark D. Spohn, Mayor

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

REVIEWED BY:

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



## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Feb. 04, 2026**.

You can download a copy of this quote during checkout.

[Place your order](#)

<b>Quote Name:</b>	<b>Excelsior Springs Video Camera Server</b>	Sales Rep	Tung LE
<b>Quote No. Total</b>	<b>3000198217978.2</b> <b>\$16,224.21</b>	Phone	1(800) 456-3355, 80000
Customer #	17066252	Email	Tung.Le@Dell.com
Quoted On	Jan. 21, 2026	<b>Billing To</b>	CLINTON RENO
Expires by	Feb. 04, 2026		CITY OF EXCELSIOR SPRINGS
Contract Name	Dell NASPO Computer Equipment PA - Missouri		201 E BROADWAY
Contract Code	C000001121505		EXCELSIOR SPRINGS, MO 64024-2564
Customer Agreement #	23026		
Solution ID	21109101.4		
Deal ID	30560199		

### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Tung LE

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
CLINTON RENO CITY OF EXCELSIOR SPRINGS 201 E BROADWAY ST EXCELSIOR SPRINGS, MO 64024-2564 (816) 630-9588	Standard Delivery


Product	Unit Price	Quantity	Subtotal
PowerEdge R570	\$16,224.21	1	\$16,224.21

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Subtotal:	\$16,224.21
Shipping:	\$0.00
Non-Taxable Amount:	\$16,224.21
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

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Total:	\$16,224.21
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## Shipping Group Details

### Shipping To

CLINTON RENO  
CITY OF EXCELSIOR SPRINGS  
201 E BROADWAY ST  
EXCELSIOR SPRINGS, MO 64024-  
2564  
(816) 630-9588

### Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
<b>PowerEdge R570</b>		<b>\$16,224.21</b>	<b>1</b>	<b>\$16,224.21</b>
Estimated delivery if purchased today: Feb. 05, 2026 Contract # C000001121505 Customer Agreement # 23026				
Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R570 Server, Enterprise	210-BPCH	-	1	-
3.5" Chassis with up to 12 SAS4/SATA Drives, PERC 12 (H965i or H365i)	321-BMCC	-	1	-
Intel Xeon 6 Performance 6511P 2.3G, 16C/32T, 72M Cache, Turbo, (150W) DDR5-6400	338-CTBM	-	1	-
Heatsink for 1 CPU Configuration (CPU greater than 250W)	412-BBMC	-	1	-
Performance Optimized	370-AAIP	-	1	-
6400MT/s RDIMMs	370-BCCX	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
H965i Adapter Full Height	405-ABDV	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
PowerEdge 2U High Performance Gold Fan	384-BDQR	-	1	-
Dual,Redundant(1+1),Hot-PlugMHSPowerSupply,1100WMM(100-240Vac)	450-BCWZ	-	1	-
Riser Config 10, Rear Full Height 1x16 Onboard OCP, 1x16 FLOP OCP, 3x16 FH (Gen5)	330-BDFP	-	1	-
PowerEdge R570 Motherboard, DAO	338-CRGW	-	1	-
Rear Filler Blank for BOSS/OCP	470-BCHM	-	1	-
No Cables Required	470-AEYU	-	1	-
PowerEdge 2U Standard Bezel	350-BDBP	-	1	-
Dell Luggage Tag, R570	350-BDDF	-	1	-
BOSS-N1 controller card + with 2 M.2 960GB (RAID 1) (22x80)	403-BDMC	-	1	-
Windows Server 2025 Standard,16CORE,FI,No Med,No CAL, Multi Language	634-CVGB	-	1	-
Secure Enterprise Key Manager License 3.0	634-CSHS	-	1	-
Secured Component Verification	634-CSHT	-	1	-
iDRAC10, Enterprise 17G	634-CSHY	-	1	-
Dell Connectivity Client - Disabled	379-BFXT	-	1	-
Dell Connectivity Module 17G	634-CZRP	-	1	-
Dell Secure Onboarding Client 17G - Disabled	634-CZWJ	-	1	-

Blank Left Ear Module	350-BDDG	-	1	-
iDRAC Legacy Password for OCP cards	379-BETF	-	1	-
ReadyRails Sliding Rails (B21)	770-BECC	-	1	-
PowerEdge Shipping	340-DNSW	-	1	-
PowerEdge R570 Shipping	389-FJKY	-	1	-
PowerEdge 2U Shipping Material	340-DPDX	-	1	-
PowerEdge CCC, No CE Label Marking	389-FHHX	-	1	-
No Cables Required	470-AEYU	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	717-5860	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	717-5885	-	1	-
ProSupport 7x24 Technical Support and Assistance 5 Years	717-5895	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
32GB RDIMM, 6400MT/s, Dual Rank	370-BCCY	-	4	-
12TB Hard Drive SAS ISE 12Gbps 7.2K 512e 3.5in Hot-Plug, AG Drive	161-BCPD	-	8	-
Power Cord - NEMA 5-15P to C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 57412 Dual Port 10GbE BASE-T Adapter, OCP 3.0 NIC +Sec	540-BFPX	-	1	-
Windows Server 2025 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-DHTW	-	1	-
Windows Server 2025 Standard,No Media,WS2022 Std Downgrade DF Media, Multi Language	528-DHVD	-	1	-
Windows Server 2025 Standard,No Media, WS2022 Std Downgrade w/DVD Media,Multi Lang	634-CVBQ	-	1	-
Windows Server 2025 Standard,16CORE,Media Kit, Multi Lang, (Downgrade not included)	634-CVGJ	-	1	-
5-pack of Windows Server 2025/2022 User CALs (Standard or Datacenter)	634-CVCB	-	1	-

<b>Subtotal:</b>	<b>\$16,224.21</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$16,224.21</b>

# Important Notes

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## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



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## **Public Works**

### **City Council 2/2/2026**

TO: City Council  
FROM: Chad Birdsong, Director of Public Works  
DATE:  
RE: Consideration of Agenda

1. Letter to Council for MTM Agreement in Transportation 2026
2. ES - reso - MTM agreement (002)
3. ES - addendum - MTM
4. Transportation Provider Letter of Agreement with Appendix A , Schedule B and Schedule A



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

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

February 2, 2026

To: Mayor and City Council  
From: Chad Birdsong, Public Works Director  
Re: MTM Service Agreement in Transportation

The Transportation Department uses MTM, Medical Transportation Management, as a source of revenue reimbursements for medical transportation trips. We have used them as a source of revenue since starting the medical trip services. This agreement is for three years, 2026, 2027, and 2028. All rates are set in the rate schedule.

A resolution has been prepared and is attached for your consideration and approval of this agreement.

Please feel free to call me if you have any questions regarding this item.

Chad Birdsong,  
Public Works Department

**RESOLUTION NO. 1641**

**A RESOLUTION APPROVING A TRANSPORTATION PROVIDER LETTER OF AGREEMENT WITH MEDICAL TRANSPORTATION MANAGEMENT, INC.**

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

**Section 1.** The City Council hereby approves the Transportation Provider Letter of Agreement between the City and Medical Transportation Management, Inc., effective January 1, 2026, together with all schedules and attachments thereto, and the Addendum thereto, and the Mayor or City Manager is hereby authorized to execute the same on behalf of the City of Excelsior Springs.

**Section 2.** The Mayor, City Manager, and other appropriate City officials are hereby authorized to take all actions necessary to implement and administer the terms and conditions of this Resolution.

**Section 3.** That this Resolution shall be in full force and effect from and after the date of its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF February, 2026.

ATTEST:

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

\_\_\_\_\_  
Mark D. Spohn, Mayor

REVIEWED BY:

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

**ADDENDUM**

**to Transportation Provider Letter of Agreement**

This Addendum (“Addendum”) is entered into by and between Medical Transportation Management, Inc. (“MTM”) and the City of Excelsior Springs, Missouri (“City”) and is incorporated into and made part of that certain Transportation Provider Letter of Agreement effective January 1, 2026 (“Agreement”). Notwithstanding any provision of the Agreement to the contrary, the parties acknowledge and agree that the City is a public entity subject to the limitations of Missouri law. Accordingly, the City’s obligations, including any duty to indemnify, defend, hold harmless, insure, or assume liability, are expressly limited to the extent permitted by Missouri law. Nothing in the Agreement shall be construed as a waiver of the City’s sovereign or governmental immunity, as an agreement to indemnify any party for that party’s own negligence or wrongful acts, or as an obligation to appropriate or expend public funds beyond those lawfully budgeted and available. Any provision of the Agreement inconsistent with this Addendum is hereby modified to conform to these limitations.

**IN WITNESS WHEREOF**, the parties have executed this Addendum by their duly authorized representatives.

**Medical Transportation Management, Inc.**

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

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

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

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

**City of Excelsior Springs, Missouri**

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

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

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

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

**TRANSPORTATION PROVIDER LETTER OF AGREEMENT**

**THIS LETTER OF AGREEMENT** (“Agreement”) is made and entered into by and between Medical Transportation Management, Inc., a Missouri Corporation (hereinafter referred to as “MTM”), and Swope Health Services a for profit business, (hereinafter referred to as “City of Excelsior Springs Missouri”). MTM and Transportation Provider individually shall be referenced herein as a (“Party”) and collectively as the (“Parties”).

**WHEREAS**, MTM contracts (“Client Contracts”) with governmental agencies and health care plans (“Clients”) to broker non-emergency medical transportation (“NEMT” or “NET”) on behalf of MTM’s Clients; and

**WHEREAS**, pursuant to the Client Contracts, MTM is required to enter into agreements with qualified transportation companies and other business entities for the provision of high quality NEMT services (“Services”). Pursuant to the Client Contracts which outline the manner in which Services are to be provided, the terms and conditions set forth in this Agreement are solely to ensure quality assurance of transportation services to Clients and not for purposes of supervision or control of the Transportation Providers and their Drivers; and

**WHEREAS**, Transportation Provider wishes to enter into this Agreement to provide Services on behalf of the eligible individuals to whom the Clients are obligated to provide transportation services under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein set forth, the Parties, intending to be legally bound, agree as follows:

- 1. Scope of Services.** Provider shall, within the geographical area (“Service Area”) of Provider, provide Services as requested by MTM on an “as needed” basis.
- 2. Claim Submission.** Provider agrees to look solely to MTM for claims processing for Services, provided to Members, at the rates set forth in Schedule A attached hereto and incorporated herein by reference. MTM processes properly submitted uncontested claims within thirty (30) days after online electronic submission. Provider must provide the Trip documentation required by MTM or MTM’s Client, the failure to provide required Trip documentation by Provider, will result in denial of the claim for that Trip. Any claim submitted by Provider more than ninety (90) days (or such other length of time as required by MTM’s Client) after the date of Service shall not be eligible for claim reimbursement, and Provider thereby waives any right to payment of that claim. Provider is solely responsible for making all decisions regarding of Trip claims and for compensating its Drivers and Attendants for any Services they provide to Members under this Agreement. No claim will be processed for Services performed by uncredentialed Drivers or Attendants or for Services performed using uncredentialed vehicles.
- 3. Member Protection Provision.** In no event, including, but not limited to non-payment of a claim or claims by MTM for Services rendered for Members by Provider, insolvency of MTM, or breach by MTM of any term or condition of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against MTM’s Client or any transported Member or persons acting on behalf of Member for Services. Provider agrees not to maintain any action at law or in equity against MTM’s Client(s) or any Member to collect sums that are owed to Provider by MTM under the terms of this Agreement even in the event that MTM fails to pay a claim or claims, becomes insolvent or otherwise breaches the terms and conditions of this Agreement.
- 4. Laws, Regulations, Licenses.** Provider is a legally recognized business entity duly incorporated or organized, validly existing, authorized to transact business, and in good standing under the laws of the State in which services are being rendered. A Certificate of Good Standing from the Secretary of State must be provided to MTM upon request. Provider understands and agrees that it is the Provider’s responsibility for itself and its Drivers, to obtain and maintain in active status any and all licenses, permits, certificates, and registrations that are required by Federal, State or local laws, rules and regulations, as they currently exist and may hereafter be amended, including but not limited: the False Claims Act (32 USC 3729, et. seq.), and the Anti-Kickback Statute (section 1128 (b) of the Social Security Act; the Americans With Disabilities Act (ADA) of 1990; the Rehabilitation Act of 1973, Section 504; the requirements of 42 Code of Regulations, Part 431, Subpart F; Title VII of the Civil Rights Act of 1964; Medicaid and Medicare laws and regulations; Federal Deficit Reduction Act of 2005; Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 276c); the Byrd Anti-Lobbying Amendment (31 USC 1352), and State and local traffic and distracted driving laws, to any and all licenses, registrations, or certificates required to provide transportation for hire, and to operate as a Medicaid Provider in the assigned Service Area and shall provide quality and safe transportation Services, and comply with all applicable statutes, ordinances and regulations governing the performance of Services herein. Provider agrees to have a sufficient staff of appropriately trained, licensed, and fully credentialed Drivers and Attendants meeting all applicable Federal, State, and local laws, rules and regulations to perform the Services. Provider shall only use Drivers, Attendants, and vehicles to perform Services under this Agreement that are fully credentialed pursuant to the requirements of the Client Contracts. It is in the Provider’s best interest to have Drivers and/or office personnel who are also fluent in the languages prevalent in Provider’s Service Area. Further, Transportation Provider agrees to comply with the Medicare Advantage and Medicaid Program Requirements, a copy of which is attached as Appendix C to this Agreement and incorporated herein by reference.

**TRANSPORTATION PROVIDER LETTER OF AGREEMENT**

5. **HIPAA Compliance and Data Protection.** Provider must meet all Federal and State laws and regulations for Health Insurance Portability and Accountability Act (HIPAA) and related security and confidentiality compliance by keeping all Member protected health information (“PHI”) and personally identifiable information (“PII”) confidential, reporting to MTM any breaches of PHI or PII, and complying with the requirements set forth in the Business Associate Agreement, attached hereto as Appendix A and incorporated herein by reference. The Provider must sign the Business Associate Agreement, attached hereto as Appendix A and incorporated herein by reference.
6. **Credentials.** Provider must provide the credentials listed on Appendix B, attached hereto and incorporated herein by reference. No Driver may perform or vehicle used for transportation Services under this Agreement until valid acceptable credentials are received and reviewed by MTM.
7. **Performance Standards and Metrics.** Provider understands and agrees to the Performance Improvement Plan (“PIP”) process and associated liquidated damages that may be assessed for noncompliance events as referenced in Schedule B attached hereto. MTM also reserves the right to pass through and assess against Provider any sum assessed against MTM by MTM’s Client or applicable government authority relating to the performance or nonperformance of Provider with respect to Services provided under this Agreement. Provider agrees to cooperate fully with MTM to discuss and agree to appropriate corrective action plans, as necessary. Provider agrees to pay MTM the sums set forth herein as liquidated damages and not as a penalty. Provider agrees and authorizes MTM to withhold, offset, recoup and deduct liquidated damages from any sums owing by MTM to Provider for Services rendered. The assessment of liquidated damages shall not prohibit MTM from exercising any other right or remedy available to MTM at law or in equity. The failure at any time by MTM to assess liquidated damages shall not constitute a waiver of MTM’s right to assess liquidated damages in the future.
8. **Nondiscrimination.** Provider agrees not to differentiate or discriminate in the treatment of Members because of sex, marital status, family status, age, race, color, national origin, ancestry, religion, mental or physical disability, medical condition, height, weight, veteran status, sexual orientation, political affiliation, economic status, or any other basis prohibited by law, and Provider will render services to Members in the same manner and in accord with the same standards as offered to other persons
9. **Insurance.** Provider shall maintain commercial automobile liability insurance in the amount of \$1,000,000.00 Combined Single Limit, and commercial liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate. As permitted by State law, Provider shall provide specific notice of cancellation endorsement with “Medical Transportation Management, Inc. and all Subsidiaries and Affiliates.” as additional insured. “Broad Form” coverage shall include loading and unloading, and contractual liabilities. Waiver of subrogation shall apply and shall be in favor of “Medical Transportation Management, Inc. and all Subsidiaries and Affiliates.” Provider’s insurance shall be primary insurance. Provider shall maintain Workers Compensation insurance in compliance with applicable law.
10. **Indemnification.** Provider agrees to defend, indemnify, and hold harmless MTM and MTM's Client and their respective affiliates, subsidiaries, board members, directors, officers, employees, agents, attorneys, and contractors from and against any and all claims, damages, losses, judgments, liens, penalties, liquidated damages, interest, liabilities and expenses of any kind or nature whatsoever, including reasonable attorneys’ fees, arising or alleged to arise from (i) performance or nonperformance of any service by Provider in connection with this Agreement, including but not limited to claims by personnel engaged by Provider; (ii) Provider’s violation of law; (iii) Provider’s breach of this Agreement; or (iv) Provider’s acts, errors or omissions.
11. **Assignment.** No portion of this Agreement shall be assigned, sublet, delegated, transferred or otherwise disposed of by Provider, except with the express written consent of MTM. Provider may not subcontract any services herein to any person or business entity without the express written consent of MTM. This Agreement may be assigned by MTM to the participating MTM Client under contract with MTM, or to any MTM affiliate, subsidiary, or successor entity, after notice of any proposed assignment is made to Provider. Notwithstanding any such assignment, the rights, obligations and liabilities of Transportation Provider shall remain the same as set forth herein.
12. **Term and Termination.** The term of this Agreement shall be for a period of three (3) years, and shall only be renewed or extended upon mutual written agreement of the parties. Further, this Agreement may be terminated for convenience by either Party at any time and for any reason or no reason at all with at least thirty (30) days’ advance written notice to the other Party. This Agreement may be terminated immediately by MTM for any action or inaction of Provider that affects the safety of any person, or for Provider’s failure to comply with the Appendix B.
13. **Independent Business Relationship.** It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party hereto is a separate and independent business. Neither Party is the principal, agent, nor representative of the other, and neither has any control over the manner in which the other Party performs its services and functions or manages its employees. Each, MTM and Provider, is free to enter into agreements with other entities or persons to provide the same or similar services.

**TRANSPORTATION PROVIDER LETTER OF AGREEMENT**

14. **Education and Training.** It is the sole responsibility of Provider, as an independent contractor, to ensure that its Drivers and other personnel are provided all necessary education and training to comply with applicable laws and regulations and the terms and conditions of this Agreement, and to provide Services in a safe and reliable manner.
15. **Affirmative Action.** MTM is an Equal Opportunity Employer, which maintains an Affirmative Action Program. The Parties agree that they will comply with the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vietnam Era Veterans Readjustment Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the 1964 Civil Rights Act, as amended; the Age Discrimination Act of 1975 as amended; the Omnibus Reconciliation Act of 1981; the Americans with Disabilities Act of 1990 and all other applicable Federal and State Laws which prohibit discrimination in the delivery of services on the basis of race, color, familial status, national origin, age, sex, sexual orientation, handicap/disability, religious beliefs or any other basis prohibited by law. Provider shall not discriminate or otherwise violate any Federal, State, or local anti-discrimination law or regulation in the performance of Provider's services to MTM under this Agreement.
16. **Amendment and Waiver.** Provider acknowledges and agrees that this Agreement may be amended or modified in writing by mutual written agreement of the Parties. In addition, MTM shall have the right to amend this Agreement without Provider's consent, to maintain consistency and/or compliance with any State or Federal law, policy, directive or government sponsored program requirement. MTM shall otherwise have the right to amend this Agreement, including compensation rates, upon written notice to Provider. If Provider does not deliver to MTM written notice of rejection of the amendment within thirty (30) days of the date of the notice of the amendment, the amendment shall be deemed accepted by and incorporated into this Agreement, and said amendment shall be binding upon the Provider.
17. **Complete Agreement and Incorporation of Attachments.** This Agreement including the attachments, addenda and amendments hereto, and the documents incorporated herein, constitute the entire understanding of the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, oral or written, between MTM and the Provider. This Agreement, and the following attachments incorporated herein, constitute the entire agreement between the Parties.

Schedule A – Provider Compensation (Rate Sheet)

Schedule B – Performance Standards and Metrics

Appendix A – Business Associate Agreement

Appendix B – Credentials

Appendix C – Medicare Advantage and Medicaid Program Requirement Addendum

18. **Definitions.**

- A. **Attendant** means a person that accompanies a Member and may be employed by the Provider, and/or may be a family member, caregiver or caseworker of the Member. The Attendant assists the Driver in order to ensure the safe operation of the vehicle and the safety of the Member. Attendant requirements herein apply only to Attendants employed by the Provider.
- B. **Member** means any person enrolled in and eligible to receive transportation services under a Client Contract.
- C. **Criminal Background Check** shall mean a Federal and FBI background check or the equivalent, to include a national criminal record search, a social security number trace, a National Criminal Database search or the equivalent and a County Criminal Court Search or the equivalent based on the previous addresses as well as the names associated with the individual.
- D. **Driver** is an individual who is directly retained/employed by the Provider to provide transportation services to individuals to whom the Clients are obligated to provide such services.
- E. **Drug Screen** means a urine based drug test that meets the requirements of the Federal Department of Health and Human Services, or the Department of Transportation, and screens at minimum for the use of marijuana, cocaine, amphetamines, opioids and Phencyclidine ("PCP").
- F. **Trip or Trip Leg** means one-way transportation from point of pick-up to destination drop off.

**TRANSPORTATION PROVIDER LETTER OF AGREEMENT**

**IN WITNESS WHEREOF**, this Agreement is entered into and is effective as of this 1s day of January, 2026 (“Effective Date”).

<b>“Medical Transportation Management, Inc. and all Subsidiaries and Affiliates</b>	<b>City of Excelsior Springs Missouri</b>
By: [MTM PrintedName] (Printed Name)	By: Molly McGovern [TP PrintedName] (Printed Name)
By: (Signature)	By: (Signature)
Title: [MTM Title PrintedName]	Title: [TP City Manager Name]
Date:	Date:
	Federal Tax ID: <b>446000176</b>
16 Hawk Ridge Circle Lake St. Louis MO 63367 Attn: Logistics Operations Management	Address to be used for giving Notice under this Agreement: <b>201 E Broadway EXCELSIOR SPRINGS, MO, 64024</b>

**TRANSPORTATION PROVIDER LETTER OF AGREEMENT**  
**APPENDIX A**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement (“Agreement”) is made and entered into effective as of the 1 day of January, 2025 by and between Medical Transportation Management, Inc., on behalf of itself and its subsidiaries and affiliates (collectively, “Business Associate” or “MTM”) and Swope Health Services (“Provider”, “you”, “your”). This Agreement is to ensure Provider’s compliance with the Health Insurance Portability and Accountability Act and the standards set forth in 45 CFR Parts 160, 162, and 164 (collectively “HIPAA”) as amended, as well as the Health Information Technology for Economic and Clinical Health Act (“HITECH”), with respect to the safeguard of Protected Health Information (“PHI”). Provider agrees to the following:

Pursuant to the terms of that certain “Underlying Agreement”, MTM contracts with you to provide “Services”. In connection with your provision of such Services, you create, receive, maintain, or transmit PHI from MTM, the person who is the subject of PHI (“Individual”), or applicable Governmental entity or Health Plan. As a result, Provider must: (i) maintain the privacy/confidentiality of all PHI; and (ii) comply with the requirements of HIPAA and HITECH applicable to Business Associates.

1. **Your Obligations.** You agree that you will maintain the privacy/confidentiality of all PHI, including electronic PHI, as required by all applicable laws and regulations, including, without limitation, the requirements of HIPAA and HITECH, including the following obligations:

(A) **Use and Disclosure of PHI.** You agree that you will not use or disclose PHI, other than to perform the Services, as otherwise expressly permitted by the terms of this Agreement, or as required by law; provided, however, you may use and disclose PHI to manage and administer your business, including the transaction of business on behalf of MTM to another vendor. You agree to ensure that all Subcontractors, agents, representatives or parties with whom you conduct MTM business agree in writing to the same restrictions, conditions and security measures that apply through this Agreement to you.

(B) **Safeguards.** You represent and warrant that you will develop and implement appropriate Administrative, Physical and Technical safeguards and security measures set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316 to prevent the use or disclosure of electronic PHI for purposes other than as set forth in this Agreement. You will provide MTM with such information concerning such safeguards as MTM may from time-to-time request.

(C) **Accounting of Disclosures.** In fulfillment of your obligations under 45 CFR 164.410, you agree to maintain a record of all disclosures of PHI made for reasons other than the provision of the Services and will provide the following information regarding any such disclosure to MTM, or to the Individual whose PHI was disclosed, upon our request as necessary to satisfy MTM’s obligations under 45 CFR 164.528:

- i. The date of such disclosure;
- ii. The name and, if known, the address of the recipient of such PHI;
- iii. A copy of the request for disclosure, if any, accompanied by any necessary consents or authorizations;
- iv. A brief description of the PHI disclosed; and
- v. A statement that would reasonably inform the Individual of the purpose of the disclosure.

(D) You agree to notify MTM immediately upon your discovery of any unauthorized use or disclosure of PHI by you that is in violation of the requirements of this Agreement (a “Breach”) including any breach of unsecured PHI as required at 45 CFR 164.410, and any security incident of which you become aware. Provider will make a written report to MTM within 24 hours after Provider knows or should have reasonably known of such Breach. Provider will cooperate promptly with MTM as is reasonably required in order for MTM to comply with applicable breach reporting and notification laws, including but not limited to, Section 13402 of the HITECH Act (collectively, the “Breach Notification Laws”).

- i. “Unsecured PHF” means PHI that is not secured through the use of technology or methodology that renders the PHI unusable, unreadable, or indecipherable to unauthorized individuals. If electronic PHI is encrypted, it is considered to be secured under the Breach Notification Laws. No Breach notification is required if the electronic PHI was secure.
- ii. “Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information, or interference with information system operations.

(E) **Mitigation.** You agree to establish and implement procedures for mitigating any deleterious effects of any improper use and/or disclosure of PHI.

(F) **Disclosures to Workforce and/or Third Parties.** You agree to require your employees, agents and independent contractors (“Workforce”) to adhere to the restrictions and conditions regarding PHI contained in this Section, including, without limitation, the following:

**TRANSPORTATION PROVIDER LETTER OF AGREEMENT  
APPENDIX A  
HIPAA BUSINESS ASSOCIATE AGREEMENT**

- i. You agree not to disclose PHI to any member of your Workforce, unless you have advised such person of your obligations under this Section and the consequences of a violation of these obligations. You agree to take disciplinary action against any member of your Workforce that uses or discloses PHI in violation of this Section.
- ii. Except as otherwise authorized under this Agreement, you agree not to disclose PHI to any third party without first obtaining our written approval. In addition, except as otherwise authorized under this Agreement, you agree not to disclose PHI to any third party without first obtaining the written agreement of such third party to be bound by the requirements of this Section for the express benefit of you and MTM.
- iii. Any use of PHI by your Workforce or disclosure of PHI to your Workforce or to third parties must be limited to the minimum amount of PHI necessary to achieve the purpose for such use or disclosure.

(G) Access to Records by Subject of Records. You agree to notify MTM immediately in the event you receive a request from an Individual or the Individual's legal representative to review any of the Individual's PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.524, you agree to make available to MTM, and, to an Individual or the Individual's Legal Representative for their review, any of the Individual's PHI in your possession or control, in the form or format (including electronic) as agreed to by MTM and the Individual or the Individual's Legal Representative.

(H) Amendment to PHI. You agree to notify MTM immediately in the event you receive a request from an Individual to amend or otherwise modify any PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.526, you agree that, at our request, you will make any amendments to PHI that MTM has directed or authorized pursuant to 45 CFR 164.526.

(I) Covered Entity's Obligations. You agree that to the extent you carry out any obligations as the Covered Entity under HIPAA that you will comply with the requirements of HIPAA that apply to the Covered Entity in the performance of any such obligations.

(J) Government and MTM Access to Records. You agree to make your policies, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services and/or MTM for the purpose of determining compliance with HIPAA and HITECH requirements.

(K) MTM's Right to Audit. Provider shall provide MTM with access to all records and security controls relating to the Provider's use, maintenance, and disclosure of PHI. Upon reasonable notice, Provider shall permit employees, representatives, or other designees of MTM (including outside auditors and/or regulators) to enter Provider's premises or any agreed upon backup facilities to inspect such records and security controls to ensure Provider's compliance/continuing compliance with the terms of this Agreement and applicable law. Provider agrees to assist MTM in all reasonable respects during any such audit and agrees to grant MTM access to its facilities for purposes of an audit upon prior written notice, during normal business hours, unless otherwise permitted by applicable laws, rules, or regulations.

(L) Disposition of Records upon Termination. You agree to return to MTM or otherwise destroy all PHI in your possession or control upon termination of this Agreement. If such return or destruction of records is not feasible, you agree to continue to extend the protections of this Section to such PHI and limit any further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

(M) Indemnification. You agree to indemnify, defend, and hold harmless MTM and the applicable MTM Client, and their respective parents, subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, legal representatives, heirs, successors and assigns, from and against any and all claims, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, court costs and attorneys' fees, arising out of, resulting from or caused by a violation by you, or any of your Workforce, agents or subcontractors, of any HIPAA or HITECH requirements or of the terms or conditions of this Agreement.

(N) Notice of Terminated Personnel. You agree to notify MTM of any transfer, termination, or departure, for any reason, of any personnel of the Provider who (a) possessed any MTM organizational credentials, keys, and/or badges; (b) had access to any of the MTM premises; (c) had access to any MTM system; and/or (d) had access to any system containing PHI. You agree to notify designated MTM personnel of any such transfer, termination, or departure within fifteen (15) days of its occurrence.

**TRANSPORTATION PROVIDER LETTER OF AGREEMENT  
APPENDIX A**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

2. **Our Obligations.** In connection with your performance of the Services:
  - (A) **Notification of Restrictions on Use of PHI.** MTM agrees to notify you immediately of any restrictions on the use of or disclosure of PHI that MTM has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect your use or disclosure of PHI.
  - (B) **Notification of Disclosure of PHI to an Individual.** MTM agrees to notify you immediately in the event an Individual desires you to disclose their PHI in your possession or control to the Individual or the Individual’s Legal Representative.
  - (C) **Notification of Amendment to Subject PHI.** MTM agrees to notify you immediately in the event that MTM or an Individual desires you to amend or otherwise modify any of their PHI in your possession or control.
3. **Term and Termination.** This Agreement will commence on the Effective Date of this Agreement and will continue until such time as the Underlying Agreement expires or is terminated, and all PHI provided by MTM or created or received by you from MTM is destroyed or returned to MTM. You shall not retain any copies of the PHI. If it is infeasible to return or destroy any such PHI, you must continue to use appropriate safeguards and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in this Section, for as long as you retain the PHI. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, you must notify MTM and obtain instructions from MTM to either return or destroy the PHI. Notwithstanding the foregoing, in the event of a material violation by Provider, MTM shall have the right to terminate this Agreement and the Underlying Agreement immediately upon notice to Provider.
4. **Third Party Beneficiaries.** There are no intended third-party beneficiaries of the obligations under this Agreement. Without in any way limiting the foregoing, it is the intent that nothing contained in this Agreement shall give rise to any right or cause of action, contractual or otherwise, in or on behalf of any person whose PHI is used or disclosed pursuant to this Agreement or any person who qualifies as a personal representative of such person.
5. **Amendment of Underlying Agreement.** It is the intention that this Agreement serves as amendment and supplement to the Underlying Agreement.
6. **Interpretation.** In the event of a conflict between the terms of this Agreement and the terms of the Underlying Agreement, the terms of this Agreement will control. Any ambiguity in this Agreement, or any terms not herein defined, shall be interpreted in accordance with, and to permit compliance with HIPAA and HITECH.
7. **Compliance with Security Requirements.** Provider shall comply, and shall ensure agents and subcontractors comply with HIPAA with respect to electronic transmission of PHI.

<b>Medical Transportation Management, Inc., on behalf of itself and its subsidiaries and affiliates</b>	We Care Transportation
By:	By:
Print: [MTM_PrintedName]	Print: [TP_PrintedName]
Title: [MTM_Title_PrintedName]	Title: [TP_Title_PrintedName]
Date:	Date:

## SCHEDULE B

### PERFORMANCE STANDARDS AND METRICS

Transportation Provider is required to meet quality and service level standards, consistent with MTM's expectations and MTM Client obligations. If applicable, a Performance Improvement Plan (PIP) will be initiated. This is a collaborative process between Transportation Provider and MTM to ensure appropriate quality and service level standards are successfully accomplished. MTM will review Transportation Providers performance on a continual basis. Transportation Provider not meeting quality and service level standards for two consecutive months may result in a PIP.

PIP specifics:

- Initial PIP dissemination – assessment in liquidated damages
- 30 day review – assessment in liquidated damages
- 60 day review – assessment in liquidated damages
- 90 day review – assessment in liquidated damages

If Transportation Provider has not accomplished improvement by the end of the PIP, this may result in - continuation of the PIP, assessment in liquidated damages, a reduction in overall Trip volume or removal from Transportation Provider network.

LD CODE	PERFORMANCE STANDARDS	PERFORMANCE METRIC	LIQUIDATED DAMAGES
<b>E</b>	Failure to transport a Member on time for an appointment; or failure to pick up a Member for a return Trip or Trip Leg within 30 minutes of a pre-scheduled pick up time; or the applicable performance standard defined by MTM's Client.	95%	\$25.00 per occurrence
<b>F</b>	Transportation Provider 'no show', failure or refusal to complete assigned Trip(s) or Trip Leg(s); or the applicable performance standard defined by MTM's Client.  Transportation Provider 'no show', failure or refusal to complete assigned Trip(s) or Trip leg(s) which are life sustaining, such as dialysis, chemotherapy, radiation treatments and transplant services; or the applicable performance standard defined by MTM's Client.	< 0.3%	\$75.00 per occurrence or proportional non-compliance amount assessed against MTM by MTM's Client.  \$150.00 per occurrence for life sustaining or proportional non-compliance amount assessed against MTM by MTM's Client.
<b>H</b>	Failure to allow or cancellation within less than the previous MTM business/working day of an MTM scheduled Transportation Provider audit.	0% / zero tolerance	\$100.00 per occurrence.
<b>I</b>	Cancellation, Turn-back or Reassignment of a Trip(s) or Trip Leg(s), within less than the previous MTM business/working day of the scheduled appointment; or the applicable performance standard defined by MTM's Client.	< 24 hours < 0.5%	\$50.00 per occurrence or proportional non-compliance amount assessed against MTM by MTM's Client.
<b>J</b>	Failure to ensure all Members and/or passengers have disembarked the vehicle at the correct MTM assigned destination.	0% / zero tolerance	\$500.00 per occurrence or proportional non-compliance amount assessed against MTM by MTM's Client.
<b>M</b>	Failure to provide an Attendant when needed; or failure to accommodate Members and/or passengers with known disabilities.	0% / zero tolerance	\$75.00 per occurrence or proportional non-compliance amount assessed against MTM by MTM's Client.
<b>N</b>	Substantiated complaints (meaning a substantiated expression of dissatisfaction about any matter) for every 1 out of 1000 of the total Trips for the calendar month.	< 0.1%	\$50.00 per month and possible suspension of future Trip(s) or Trip Leg(s).
<b>AA</b>	Failure to provide MTM 30-day notice regarding Agreement termination.	0% / zero tolerance	The greater of; cost of rescheduled Trip(s) or Trip Leg(s) pertaining to termination or \$500.00

SCHEDULE B

PERFORMANCE STANDARDS AND METRICS

<b>BB</b>	Failure to ensure any vehicle used in the transportation of Members on behalf of MTM has operational real-time AVL/GPS capability	0% / zero tolerance	\$50.00 per occurrence lacking real-time AVL/GPS capability and used to provide transportation services to Members on behalf of MTM.
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**Schedule A  
Compensation**

**Section I - Rates**

**Curb to Curb Service** – Driver or Attendant generally assists Member to pick-up and drop-off location without assistance to the location entrance.

Mileage Band	Curb to Curb Loaded Business Hour Rates Per One-Way Trip				Business Hours Monday through Friday: 9:00AM - 4:00PM Dialysis Transports: Mon, Wed, Fri: 4:00AM - 4:00PM
	Ambulatory	Wheelchair	Stretcher	Specialized	
0.01 -5.00 Miles (base)	\$18.00	\$26.00	N/A	N/A	
5.01 - Eadless Miles (per mile)	\$1.50	\$1.75	N/A	N/A	
	N/A	N/A	N/A	N/A	
	N/A	N/A	N/A	N/A	

	Curb to Curb Loaded Group Rates				Group Rates use for Trips traveling to or from the same destination, with same appointment date and time (within an hour).
	Ambulatory	Wheelchair	Stretcher	Specialized	
Same Pick-up & Drop-off	\$9.00	\$13.00	N/A	N/A	
Same Drop-off	\$9.00	\$13.00	N/A	N/A	
Same Pick-up	\$9.00	\$13.00	N/A	N/A	

By executing this Schedule A, Provider agrees to render transportation services as requested by MTM at the rates set forth herein. Provider further agrees not to seek higher rates by requesting from or providing to MTM a rate quote for any Trip. This Schedule A may be executed in two counterparts.

**MEDICAL TRANSPORTATION MANAGEMENT, INC.**  
**Nathan Mueller**

By: \_\_\_\_\_  
Print Name

DocuSigned by:  
*Nathan Mueller*  
Signature

RDO 12/12/2022 | 12:52 PM CST

Title Date  
12/12/2022 | 12:52 PM CST

Effective Date

City of Excelsior Springs Missouri

**Molly McGovern**

By: \_\_\_\_\_  
Print Name

*Molly McGovern*  
Signature

City Manager

Title Date  
11-29-22

### Certificate Of Completion

Envelope Id: F74D8F50-37D6-41BA-AED5-B741E73E4DAA Status: Sent  
 Subject: Complete with Docusign: sole source Transportation Provider Letter of Agreement and Appendix A ...  
 Source Envelope:  
 Document Pages: 7 Signatures: 0 Envelope Originator:  
 Certificate Pages: 4 Initials: 0 Brenda Center  
 AutoNav: Enabled BCenter@mtm-inc.net  
 EnvelopeId Stamping: Enabled IP Address: 67.213.9.9  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

### Record Tracking

Status: Original Holder: Brenda Center Location: DocuSign  
 1/23/2026 1:16:07 PM BCenter@mtm-inc.net

### Signer Events

	Signature	Timestamp
Molly McGovern mmcgovern@excelsiorsprings.gov City Manager Security Level: Email, Account Authentication (None)		Sent: 1/23/2026 1:18:13 PM Viewed: 1/23/2026 1:38:45 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 11/3/2022 11:10:31 AM ID: a49ea37f-11a3-4b9c-b56d-ecf3af1a88d6		

Chris Jenkins  
chjenkins@mtm-inc.net  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	1/23/2026 1:18:13 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Medical Transportation Management, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Medical Transportation Management, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jtook@mtm-inc.net](mailto:jtook@mtm-inc.net)

### **To advise Medical Transportation Management, Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jtook@mtm-inc.net](mailto:jtook@mtm-inc.net) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Medical Transportation Management, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jtook@mtm-inc.net](mailto:jtook@mtm-inc.net) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Medical Transportation Management, Inc.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [jtook@mtm-inc.net](mailto:jtook@mtm-inc.net) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Medical Transportation Management, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Medical Transportation Management, Inc. during the course of your relationship with Medical Transportation Management, Inc..



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**Public Works****City Council 2/2/2026**

TO: City Council  
FROM: Chad Birdsong, Director of Public Works  
DATE:  
RE: Consideration of Agenda

1. Letter to council for agreement renewal
2. ES - reso - Enel X agreement (002)
3. City Of Excelsior Springs\_05.01.2026\_DR OF 00336576.1 v2



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

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

February 2nd, 2026

To: Mayor and City Council  
From: Chad Birdsong, Public Works Director  
Re: Enel X North America, Inc. Agreement

This is a renewal agreement with Enel X North America Inc. in which they pay us during peak energy use times to switch to emergency power from our generator at the Waste Water Treatment Plant. This program is designed to reduce blackouts during high energy usage periods by switching to emergency back-up power instead of staying on the grid. In the past, this program was only offered for the 3 summer months. With this agreement, it is being extended to all 12 months of the year. Rates are also increasing from \$25,000.00 to \$48,000.00 per Mega Watt. With the participation we have had in the past, our revenue is expected to range from \$14,000.00 to \$19,000.00 per year, where we have only seen \$4,000.00 to \$6,500.00 in the past. While participation is expected, it is not mandatory. With this program, we follow all regulations by MDNR Air Quality Emission Standards and submit annual reports to them. The agreement is for a five-year term.

A resolution has been prepared and is attached for your consideration and approval of this agreement.

Please feel free to call me if you have any questions regarding this item.

Chad Birdsong,  
Public Works Department

**RESOLUTION NO. 1642**

**A RESOLUTION APPROVING A DEMAND RESPONSE ORDER FORM WITH ENEL X NORTH AMERICA, INC.**

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

**Section 1.** The attached Demand Response Order Form between the City of Excelsior Springs, Missouri, and Enel X North America, Inc., Order Form No. 00336576.1, together with all attachments, program rule attachments, and incorporated terms and conditions, is hereby approved, and the Mayor or City Manager is hereby authorized to execute the same on behalf of the City of Excelsior Springs.

**Section 2.** The Mayor, City Manager, and other appropriate City officials are hereby authorized to take all actions necessary to implement and administer the terms and conditions of this Resolution.

**Section 3.** That this Resolution shall be in full force and effect from and after the date of its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF February, 2026.

ATTEST:

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

\_\_\_\_\_  
Mark D. Spohn, Mayor

REVIEWED BY:

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

# Demand Response Order Form

**Provider:**  
 Enel X North America, Inc.  
 100 Brickstone Square #300  
 Andover, MA 01810

**Order Form #:** 00336576.1  
**Order Effective Date:** 5/1/2026  
**Order Expiration Date:** 5/31/2031

**Customer:**  
 City of Excelsior Springs  
**Name:**  
**DR Payment Contact:** Molly McGovern  
 8166300752  
 mmcgvorn@excelsiorsprings.gov  
**DR Payment Address:** 201 E. Broadway  
 Excelsior Springs, MO 64024

This Order Form (this "Order Form"), made by and between the provider identified above ("Provider") and the customer identified above ("Customer"), is subject to and governed by Provider's: (i) applicable program rule attachment(s) attached hereto (each a "PRA") for the demand response solutions (the "Solutions"), and which are hereby incorporated by reference. Provider and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this Order Form.

Demand Response Program	Program Option	Aggregate Anticipated Capacity (kW)	Capacity Payment Rate	Energy Payment Rate
Ameren MO Business Demand Response Program	N/A	310	\$48.00/kW Year	N/A

**Demand Response Terms:**

- 1. Term.** The term of this Order Form shall commence on the Order Effective Date and continue until the later of (i) the Order Expiration Date ("Initial Order Term") or (ii) the expiration of the last Program Period (as defined in the PRA) then in effect; provided that this Order Form shall automatically renew for successive terms equal in duration to the Initial Order Term (each a "Renewal Order Term" and collectively with the Initial Order Term, the "Order Term") unless either Party gives the other Party written notice of non-renewal at least one hundred and eighty (180) days' prior to the expiration of the Initial Order Term or any Renewal Order Term, as applicable.
- 2. Demand Response Solutions.** The Parties understand that the "Anticipated Capacity" value set forth on this Order Form is solely the Parties' best estimate of performance and does not necessarily represent the Customer's Accepted Capacity (as defined in the applicable PRA incorporated by reference).
- 3. Demand Response Payments.** Subject to this section of the Order Form, Provider shall pay Customer in accordance with the applicable PRA for any Customer site address(es) that are enrolled in a demand response program. Provider shall make any payment(s) to Customer via Automated Clearing House ("ACH"). Customer shall provide all necessary ACH banking information following Provider's request, and Customer will notify Provider promptly upon any change to the DR Payment Contact information identified above. Unless otherwise indicated on the applicable PRA, any reference to a payment "%" shall mean (i) the capacity payment rate identified on this Order Form as a percent of the price obtained by Provider for the applicable demand response program and/or product, and (ii) the energy payment rate identified on this Order Form as a percent of the energy payments available to Provider.

**Provider**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Customer**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

### Site Address Attachment

The following reflects current estimates provided by Customer, which may change during the Order Term. Provider reserves the right to amend the Site Address Attachment by providing written notice to Customer and with no further act required by Provider or Customer.

Site Address	Demand Response Program	Program Option	Anticipated Capacity (kW)
29805 NE 108 St Excelsior Springs, MO 64024	Ameren MO Business Demand Response Program	N/A	60
11600 Mckee Rd excelsior springs, MO 64024	Ameren MO Business Demand Response Program	N/A	250

**Terms & Conditions**  
Enel X North America, Inc. | Version 1.6

- 1. Order Form.** These Terms and Conditions govern and are incorporated into the Order Form made by and between the Provider and Customer. Unless otherwise defined herein, capitalized terms in these Terms and Conditions shall have the meanings given to them in the Order Form.
- 2. Use and Access License.** For the duration of the Order Term, Provider grants to Customer a limited, revocable, non-transferrable (except as set forth herein) and non-exclusive right to use and access (including through remote means) the Solutions solely for Customer's internal business operations and subject to the terms of the Order Form. Without limiting the terms of the Order Form, Customer agrees not to decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code relating to the Solutions or any web-based portal relating thereto or assign, sublicense, sell, resell, lease or otherwise transfer, convey, or pledge as security or encumber, any right in the Solutions. Except as expressly permitted herein, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Solutions or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise.
- 3. Confidentiality.**
  - a. Nondisclosure to Third Parties.** In performing its obligations under the Order Form, each Party may receive non-public information of the other Party ("Confidential Information"). Each Party, on behalf of itself and its employees, contractors and agents (collectively, "Representatives"), agrees not to, except as set forth in Section 3(b) or as required by applicable law or regulation or in response to inquiries from entities with market oversight and/or enforcement authority, as well as affiliates retained or directed by such entities, including but not limited to, system/grid operators, utilities, federal regulators, market monitors, provincial or state government recognized oversight bodies, use or disclose Confidential Information during or after the Order Term without the prior written consent of the other Party. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. Notwithstanding the foregoing, Provider may share Confidential Information with affiliates to the extent permitted by applicable law and the Provider energy procurement advisory process guidelines, as applicable, and as amended from time to time. Each Party is responsible for any breach by its Representatives.
  - b. Use of Confidential Information.** Customer acknowledges that Provider may receive Confidential Information of Customer from the applicable independent system/grid operator, utility and/or supplier, through data collected through the Solutions or otherwise, which may be used or disclosed by Provider as necessary for the performance of the Order Form
- 4. Aggregate Data Collection and Usage.** Customer acknowledges and agrees that Provider may: (i) collect, process and aggregate any data used with, stored in, or related to the Solutions, including, without limitation, end-user energy usage and demand data, and create aggregate data records ("Aggregate Data") by removing any personally identifiable information ("PII") from the underlying data; (ii) use such Aggregate Data to improve the Solutions, develop new solutions, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to Provider's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.
- 5. Publicity.** In connection with the Order Form, Customer hereby consents to Provider's use of Customer's name and logo in Provider's promotional materials, including, but not limited to, website, presentations and other printed materials. Provider acknowledges that Customer is the owner of all right, title and interest in and to Customer's name and logo and shall not take any action that is inconsistent with such ownership.
- 6. Indemnification.** Provider agrees to defend and indemnify (subject to the terms of this Section), at its own expense, any third party claim against Customer, its parent corporation, affiliates, directors, employees and agents that arise due to any (i) bodily injury, death or damage to tangible personal property to the extent caused by the negligent acts or omissions of Provider or its employees in the performance of the Order Form; and (ii) a claim that the Solutions (or any software, hardware, or other component thereof) or any other goods, software or Solutions provided by Provider hereunder (so long as the foregoing have not been altered or modified by a party other than Provider) or the use thereof by Customer infringes upon any copyright, trademark, trade secret or proprietary right of any third party. Provider will pay reasonable legal fees as incurred and such damages or costs as are finally awarded against Customer or agreed to in settlement for such claim provided that Customer gives Provider (i) prompt written notice of any such claim or threatened claim; (ii) sole control of the defense, negotiations and settlement of such claim; and (iii) full cooperation in any defense or settlement of the claim. The foregoing indemnification obligations shall not apply to the extent that any such claims or damages result from goods, software or Solutions provided by a party other than Provider, or are the fault of or caused by the sole acts or omissions of Customer.
- 7. Limitation on Liability.** Except for breaches of confidentiality and claims involving the indemnification obligations contained herein, Provider's liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Order Form shall not exceed \$100,000. In no event shall either Party, its officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Solutions or from performance or non-performance of obligations under the Order Form, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.
- 8. Warranty Limitations.** IF THE SOLUTIONS BECOME OR ARE LIKELY TO BECOME THE SUBJECT OF ANY THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM OR ACTION, PROVIDER MAY, AT PROVIDER'S SOLE OPTION, EITHER: (I) REPLACE SUCH SOLUTIONS WITH AN EQUALLY SUITABLE SOLUTION FREE OF INFRINGEMENT; (II) MODIFY OR OBTAIN A LICENSE FOR THE SOLUTIONS SO THAT THEY NO LONGER INFRINGE ON ANY RIGHTS; OR (III) AFTER PROVIDER HAS DEMONSTRATED ITS GOOD FAITH EFFORTS TO ACHIEVE THE FOREGOING WITHOUT SUCCESS, TERMINATE THE ORDER FORM. EXCEPT AS PROVIDED HEREIN, THE SOLUTIONS (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) ARE PROVIDED AS IS WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- 9. Choice of Law.** The Order Form shall be governed by and construed and enforced in accordance with the laws of the State of Missouri, without giving effect to choice of law rules.
- 10. Data Enablement.** If applicable, Customer shall, within twelve (12) days following execution by the Parties of the Order Form, provide Provider with reasonable access to perform a data enablement for the Solutions, including, if applicable, the installation of an Enel X site server that allows for Internet-based power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. Customer agrees to collaborate with Provider in a timely manner in enabling data for the Solutions and in testing, enabling and maintaining the installed Enel X site server, the Solutions and any other components of the Enel X system.
- 11. Non-Payment.** In the event the Order Form specifically includes a Service that Enel X charges for and Customer fails to make any payment to Provider for undisputed amounts by the date such payment is due, Provider may (i) immediately suspend Customer's access to the Solutions and all related services until payment is received by Provider if payment is past-due by more than ten (10) business days; (ii) offset unpaid amounts due against any demand response payments to Customer; and/or (iii) terminate the Order Form if Customer's non-payment continues for more than thirty (30) days following date of written notice of non-payment from Provider. Such remedies are in addition to any legal or equitable remedies available to Provider.
- 12. Customer's Support Requirements.**
  - a. Customer Data.** Customer agrees to provide or cause to be provided to Provider such contact, billing and energy usage data, and facility information as is required by Provider to support the Solutions ("Customer Data"), which shall only be used as necessary for the performance of the Order Form or as otherwise agreed to between the Parties. Customer (i) represents that it has the right to provide Customer Data to Provider and will provide Customer Data to Provider in compliance with applicable legal requirements; (ii) authorizes Provider to use, copy, store, modify and display Customer Data for Customer's benefit and as expressly set forth in Section 4 of these Terms and Conditions; and (iii) authorizes Provider to access Customer Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support. During the Order Term and for thirty (30) days following expiration or termination of the Order Form, Provider will preserve and maintain Customer Data. Thereafter, Provider will have no obligation to preserve or return any Customer Data. Should the Customer request a copy of Customer Data, Provider will at no charge provide a copy of such Customer Data or Customer can download, for themselves, such data prior to the Termination of this Order Form.
  - b. Demand Response.** Customer represents and warrants it has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity (as defined in the applicable Program Rule Attachment attached hereto) when notified by Provider during demand response events. If Customer is enrolled in a demand response program utilizing on-site electric generation, Customer further represents and warrants that (i) it holds all applicable federal, state, and local licenses and/or permits that are required for the proper participation in such demand response program; (ii) when responding to a demand response event, it will comply with, and be responsible for any violation of, federal, state, and local regulations; and (iii) Customer's generator(s), those not being upgraded under the Generator Compliance Project Addendum, are deemed Environmental Protection Agency regulations eligible and there are no costs or permitting work required at the time of this Order Form execution.
  - c. Program Rules.** In connection with each Program, Customer agrees to comply with all applicable laws, regulations and Program rules ("Customer Compliance Obligations"). Provider may suspend or terminate the Order Form or any Program Rule Attachment in the event of any breach or suspected breach of such laws, regulations or rules by Customer.
  - d. Installation and Site Modifications.** Customer acknowledges and expressly consents that, to configure and enable Demand Response Solutions and related data-enablement equipment, Provider may be required to perform minor physical modifications ("Modifications") to Customer's premises or equipment. Such modifications may include, but are not limited to, drilling holes or otherwise creating access points to securely mount necessary hardware and system components. Provider agrees to perform any necessary Minor Modifications adhering strictly to industry best practices and complying fully with any applicable Health, Safety, Environment, and Quality standards. Customer agrees to facilitate reasonable site access and collaborate proactively to ensure any such Modifications are performed safely and efficiently. Further, Customer expressly agrees that Provider shall not be liable nor be subject to any claims, charges, or back charges from Customer arising directly or indirectly from performance of any Modifications.
- 13. Agency Authorization.** For the duration of the Order Term, Customer authorizes Provider, where applicable and unless otherwise prohibited by law, regulation, or utility policy, to act as Customer's agent to complete, sign and file or submit, on Customer's behalf, any documents or filings required in connection with Customer's enrollment in a demand response program with the applicable Independent System Operator, Regional Transmission Operator, Transmission System Operator, utility or other program operator. This includes completing, signing and submitting (i) a "Third Party Authorization" allowing Customer's utility to release billing records, meter usage data and other enrollment attributes to Provider and (ii) any forms on Customer's behalf required to allow Provider to install an interval meter, if applicable, for the express purpose of facilitating Provider's implementation of the Demand Response Solutions for Customer. Customer may revoke this agency authorization by providing written request to Provider; provided that in such case, Customer agrees that it will promptly complete any such documentation or filings required in connection with Customer's participation in a demand response program (which, in certain jurisdictions, may be required as frequently as once per month).

**14. Provider Limitation.** Provider shall be Customer's exclusive provider during the Order Term for the site addresses listed on the Site Address Attachment for any demand response program and/or demand management services available to such site addresses.

**15. Payments to Utilities or Other Suppliers.** In no event shall Provider or its affiliates, directors, employees and agents (collectively, the "Indemnified Parties") be responsible or liable for payment of any utility bill of Customer or any amount Customer may owe to any utility or other supplier. To the fullest extent permitted by law, Customer shall defend and indemnify, at its own expense, any third party claim against the Indemnified Parties, that arise due to any allegation that the Indemnified Parties are responsible for payment of any utility bill of Customer or a portion thereof, or any other amounts due by Customer to any utility or other supplier. In connection with the foregoing indemnification obligations, Customer shall pay reasonable legal fees as incurred and such damages or costs as are finally awarded against Provider or agreed to in settlement for such claim.

**16. Miscellaneous.** Neither party may assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of other Party, such consent to not be unreasonably withheld, conditioned or delayed; except that the assigning Party may assign the Order Form to its successor or any entity acquiring all or substantially all of its assets by providing the other Party with written notice promptly following the acquisition date. The Order Form, including any addenda, exhibits and attachments, constitutes the entire agreement between Provider and Customer with respect to Provider's provision of the Solutions identified on an Order Form, and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, the Order Form shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The Order Form shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Order Form.

**17. Taxes.** Fees, costs, and expenses described in the Order Form do not include any sales, use, personal property, duty, levy, or similar governance charge, value added or good/services taxes. Provider may include applicable taxes as separate items on Customer's invoice, and Customer shall be responsible to pay and/or reimburse Provider for all taxes (other than taxes based on Provider's income), unless Customer has provided adequate evidence of exemption upon execution of the Order Form. If withholding of taxes is required by any government, Customer shall remit such taxes in accordance with applicable law, gross up the applicable payment amounts so that Provider receives the full amount of fees invoiced, and provide Provider with applicable evidence of withholding.

**18. Termination.** Either Party may terminate (i) the Order Form in the event of the other Party's material breach, provided that (except for a breach of Customer Compliance Obligations for which no cure period shall apply) the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; or (ii) the Order Form immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts. In addition, if Customer is enrolled in a demand response program, either Party may terminate the portion of the Order Form applicable to such program (iii) if such program is materially altered, suspended or ended; or (iv) in accordance with the terms set forth in the applicable Program Rule Attachment attached hereto.

**19. Notices.** Any notices required or permitted to be given hereunder by either Party to the other Party shall be given in writing by: (i) personal delivery; (ii) bonded courier or nationally recognized overnight delivery company; or (iii) electronic mail. If notice is given by personal delivery, bonded courier or nationally recognized overnight delivery company, such notice shall be addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section): to Provider at Enel X North America, Inc., Attn: Legal Department, 100 Brickstone Square #300 Andover, MA 01810; and to Customer at the Customer address indicated on the Order Form. If notice is sent by electronic mail, such notice shall be sent to Provider at [contractmanagement.enelxnorthamerica@enel.com](mailto:contractmanagement.enelxnorthamerica@enel.com); and/or to Customer at the email address, if any, indicated either (i) on the Order Form or (ii) designated by Customer to Provider as a site contact, as may be updated from time to time.

**20. Insurance.** Provider shall maintain the following insurance: (i) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability Insurance with limits of \$1,000,000 per occurrence combined single limit; and (iii) Workers' Compensation and Employers' Liability Insurance with limits of not less than \$500,000. All insurance carriers must have an AM Best rating of A-VIII or better. At Customer's request, Customer shall be listed as a certificate holder and additional insured on the Commercial General Liability policy. Customer shall be notified in writing at least thirty (30) days prior to cancellation of any insurance policy.

**21. Ethics and Anticorruption.** Provider declares that in managing its business activities and its relationships, it adheres to the principles contained in its Code of Ethics, the Zero Tolerance of Corruption Plan and the Organisation & Management Model adopted pursuant to Italian Legislative Decree 231/2001 (available at <https://www.enel.com/investors/a/2016/08/code-of-ethics>). Moreover, as a subsidiary of Enel S.p.A., Provider declares its adherence to the United Nations Global Compact. Provider wishes its counterparties to refer to the same principles in managing their business activities and relationships. Provider prohibits any promises, offers, or requests of illegal payments, in cash or other benefits, with the objective of gaining an advantage in its relationships with stakeholders, and this prohibition is extended to all of its employees.

**22. Privacy Laws.** The parties shall comply at all times with the requirements of applicable data privacy laws, including Regulation (EU) 2016/679 known as the General Data Protection Regulation, as may be amended from time to time. The Privacy Notice Standard available at [www.enelx.com/northamerica/privacy-policy](http://www.enelx.com/northamerica/privacy-policy) shall form part of the Agreement and is hereby incorporated by reference.

## Program Rule Attachment

### Ameren Missouri Business Demand Response Program

1. **Program Description.** The Ameren Missouri (“Ameren”) Business Demand Response Program (the “Program”) compensates Business Class customers for reducing electricity consumption during periods of high demand. The Program is designed to help maintain reliable and affordable electricity.
2. **Program Enrollment.** Customer has the ability and intent to respond to demand response events called by Provider (“Demand Response Events”) during the Program Period.
3. **Program Rules.** The terms herein reflect the Program terms and conditions, which may be amended from time to time by Ameren and Provider, the current terms are summarized in the table below. At Provider’s sole discretion, Provider may enroll Customer in a different Program that has substantially-similar program terms and conditions and the same payment rate for Customer.

<i>Program Period</i>	<p>The Program is in effect from June 1st through May 31<sup>st</sup> in any given year of program enrollment. The Program Period is divided into four Seasons as follows:</p> <p>Summer Season: June 1st through August 31st          Fall Season: September 1st through November 30th          Winter Season: December 1st through February 28th (29th in leap years)          Spring Season: March 1st through May 31th</p> <p>Customers can be enrolled on a seasonal basis throughout the Program Period, however, Customer must be enrolled in at least the Summer or Winter Season each Program Period. Enrollment for each Season will be determined before February 1st prior to each Program Period.</p>
<i>Event Frequency &amp; Duration</i>	<p>Demand Response Events will be limited to no more than one (1) Demand Response Event per day with each Demand Response Event limited to four (4) hours in duration.</p> <p>Additional Demand Response Event limitations by Season are as follows:</p> <p>Summer Season: up to five (5) Demand Response Events          Fall Season: up to three (3) Demand Response Events          Winter Season: up to (5) Demand Response Events          Spring Season: up to three (3) Demand Response Events.</p>
<i>Advanced Notification</i>	<p>Customer is expected to reduce electric demand by the start of each Demand Response Event. Customer will receive approximately six (6) hours of notice prior to the start of a Demand Response Event.</p>
<i>Test Event</i>	<p>Ameren may call one (1) test events in the Summer Season and one (1) Test Event in the Winter Season each Program Period in the circumstance that no prior Event has been called in the Season prior to August 1st in the case of the Summer Season and February 1st in the case of the Winter Season. Test Events will be one (1) hour in duration and will take place on non-holiday weekdays as defined by the North American Electric Reliability Corporation holiday schedule (NERC).</p>
<i>Event Trigger</i>	<p>Provider will initiate demand response Events based on the terms of the Program as directed by Ameren Missouri and the Midcontinent Independent System Operator (MISO).</p>

The foregoing reflects the current terms and conditions of the Program, which terms and conditions may be amended by Provider from time to time by providing email notice to Customer with no further act required by Provider to Customer.

4. **Customer Capacity.**
  - a. **Accepted Capacity.** For purposes of this agreement, “Accepted Capacity” in each Season shall represent the best estimate of Customer’s performance (in kW) in that Season based on analysis of consumption data and pre-enrollment testing. Customer agrees that the Accepted Capacity may be adjusted by Provider in the future to reflect actual performance, changes in facility operations, Program rules, regulations and/or other relevant information.

- b. **Delivered Capacity.** For purposes of this agreement, “Delivered Capacity” for each Season will be calculated as the average difference between the measured energy demand (in kW) and baseline energy usage over each hourly interval of each Demand Response Event or Test Event in a program period up to 100% of Accepted Capacity.

## 5. Payments.

### a. *Payments to Customer.*

- i. **Capacity Payments.** Provider will pay Customer seasonal capacity payments (“Capacity Payments”) each Season equal to Customer’s Capacity Payment Rate for the Season (as identified on the Order Form) multiplied by either (a) Customer’s Accepted Capacity for the Season if no Demand Response Events or Test Events have been initiated, or (b) Customer’s Delivered Capacity during any Demand Response Events or Test Events initiated during the Season.
- ii. **Underperformance.** In no event shall Customer be penalized for underperformance or non-performance, other than to have future payments reduced to reflect actual performance as described in Section 4(b) above.

- b. **Payment Timing.** Provider shall make all payments associated with Customer’s participation in the Program after the Program Period is over and Delivered Capacity has been verified. All payments will be made within forty-five (45) days of Provider’s receipt of total payment from Ameren.

Customer shall be considered enrolled in the Program and eligible to earn demand response payments upon the later of (i) the next Enrollment Period following execution of the Order Form by the Parties; or (ii) the date indicated in the Program enrollment notification email sent by Provider to Customer.

## 6. Miscellaneous.

- a. **Termination.** In the event that capacity is not available in the Program for a given Program Period, Provider may reduce Customer’s Accepted Capacity to zero (0) and/or terminate this Program Rule Attachment.
- b. **Definition.** Capitalized terms not defined herein shall have the meaning assigned in either the Order Form or the Program terms and conditions



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**City Manager's Office**  
**City Council 2/2/2026**

TO: City Council  
FROM: Molly McGovern, City Manager  
DATE:  
RE: Consideration of Agenda

The City Clerk responsibilities are compensated as additional duties via a 2012 contract with Shannon Stroud. The City Council has expressed interest in updating the compensation from \$500/month to \$700/month.

1. ES - CityClerk - Payment and OT agreement

RESOLUTION NO. 1643

A RESOLUTION APPROVING A PAY AND OVERTIME AGREEMENT WITH THE CITY CLERK

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

**Section 1.** The City Council hereby approves the attached Pay and Overtime Agreement between the City of Excelsior Springs, Missouri and Shannon Stroud, City Clerk, providing for payment of Three Hundred Fifty Dollars (\$350.00) per pay period for City Clerk services related to attending City Council meetings and preparing minutes, in lieu of overtime compensation for such duties.

**Section 2.** The Mayor is hereby authorized and directed to execute the Pay and Overtime Agreement on behalf of the City.

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

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

THIS RESOLUTION PASSED AND APPROVED THIS 2nd DAY OF February, 2026.

ATTEST:

\_\_\_\_\_  
Mark D. Spohn, Mayor

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

REVIEWED BY:

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

**PAY AND OVERTIME AGREEMENT**

THIS PAY AND OVERTIME AGREEMENT (“Agreement”) is made as of the 2<sup>nd</sup> day of February, 2026 between the City of Excelsior Springs, Missouri, 201 East Broadway, Excelsior Springs, Missouri 64024 (“City”) and Shannon Stroud, who has the same work address (“Stroud”), who, intending to be legally bound, agree as follows:

WHEREAS, the City Council of the City appointed Stroud as City Clerk effective January 17, 2012 at a pay rate of \$500 per month (\$250 per pay period) as payment for her services as City Clerk, attending the meetings of the City Council and preparing minutes of the meetings; and

WHEREAS, the City and Stroud intended that this payment compensate Stroud for any overtime hours she may work as a result of her duties as City Clerk;

WHEREAS, the City and Stroud desire update the compensation amount to reflect the passage of time;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Stroud agree as follows:

1. The City will pay Stroud \$350 per pay period as payment for her services attending and serving as City Clerk at each meeting of the City Council and preparing minutes of each meeting.
2. The City and Stroud agree that this \$350 per pay period payment is more than Stroud would receive if Stroud was paid time and half for hours worked over 40 in a workweek calculated based on her regular rate of pay for the City, and this \$350 per pay period payment shall be in lieu of overtime pay for the hours Stroud will work in excess of 40 hours per week during the evenings when she serves as City Clerk at the meetings and prepares minutes of the meetings.
3. This Agreement is prepared to satisfy the requirements of 29 C.F.R. §778.419.
4. This Agreement supersedes the Agreement between the City and Stroud dated January 17, 2012.

**IN WITNESS WHEREOF**, the parties have hereby caused this Agreement to be executed as of the day and year first set forth above.

**CITY**

City of Excelsior Springs, Missouri

By: \_\_\_\_\_  
Mark D. Spohn, Mayor

\_\_\_\_\_  
**SHANNON STROUD**



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**City Manager's Office**  
**City Council 2/2/2026**

TO: City Council  
FROM: Molly McGovern, City Manager  
DATE:  
RE: Consideration of Agenda

Over the past year, the Mayor has expressed an interest in approving the purchase of vehicles regardless of price. The purchasing policy amendment presented is amended to bring all vehicle purchases to city council for approval.

1. ES ORD- code amend - 165.140 - CC vehicles

ORDINANCE NO. 26-02-01

AN ORDINANCE AMENDING THE CITY PURCHASING POLICY TO REQUIRE CITY COUNCIL APPROVAL OF VEHICLE PURCHASES.

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

**Section 1.** That City Code Section 165.140 is hereby amended to read as follows (language to be added is underlined; language to be repealed contains a ~~strikethrough~~):

**Section 165.140. Exceptions.**

- A. Purchases of the following consumable items are exempted from the approval portions of this policy as long as monies are available in the budget to fund the purchase:
1. Gasoline and diesel fuel;
  2. Sodium hypochlorite;
  3. Lime;
  4. Carbon Dioxide;
  5. Salt and sand for snow removal.

This list is to be narrowly construed — only items specifically listed are exempted. Purchase orders should still be issued for these purchases. In addition, any equipment or vehicle purchases involving the trade in of like equipment are exempted from only the purchase order requirements but are subject to the approval portions of this policy. The reason these items are exempted from the purchase order system is that the system will not allow for the recording of trade-in value to a revenue account.

- B. Change Orders. Notwithstanding any provision of the City Code to the contrary, the City Manager may approve change orders, whether singularly or in the aggregate, for any contract up to an amount equal to fifteen thousand dollars (\$15,000.00), as well as no-cost change orders, provided that the change order does not materially alter the purpose of the contract and sufficient funds are available in the current year's budget. The City Manager shall report all change orders to the City Council within thirty (30) days of their approval.
- C. Notwithstanding any provision of the City Code to the contrary, the City may, upon approval of the City Council, enter into any contract for the purchase of goods or services without utilizing the bidding procedures as herein described, when the City Council determines that such contract is in the best interest of the City.
- D. Vehicle Purchases. Notwithstanding any provision of this Chapter to the contrary, all purchases or acquisitions of motor vehicles by the City, whether new or used, and whether

acquired by purchase, lease, lease-purchase, trade-in, cooperative purchasing, or other procurement method, shall require prior approval of the City Council. This requirement shall apply regardless of the purchase price, funding source, or whether the vehicle purchase would otherwise fall below approval thresholds set forth in Table A-10.

**Section 2.** Effective Date. 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 2nd day of February, 2026.

\_\_\_\_\_  
Mark D. Spohn, Mayor

ATTEST:

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

REVIEWED BY:

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



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**Board/Commission Members**  
**City Council 2/2/2026**

TO: City Council  
FROM:  
DATE:  
RE: Consideration of Agenda

1. ES - ord - appoint CM
2. ES - CM Ee Agreement

ORDINANCE NO. 26-02-02

**AN ORDINANCE APPOINTING MELINDA MEHAFFY AS CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT**

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

**Section 1.** Melinda Mehaffy is hereby appointed to the office of City Manager of the City of Excelsior Springs, Missouri, effective March 3, 2026, to serve in accordance with applicable provisions of state law, the City Code, and the terms of the Employment Agreement approved herein.

**Section 2.** The attached Employment Agreement between the City of Excelsior Springs, Missouri and Melinda Mehaffy is hereby approved.

**Section 3.** The Mayor is hereby authorized and directed to execute the Employment Agreement on behalf of the City, and the City Clerk is authorized to attest thereto. City officials are further authorized to take such ministerial actions as are reasonably necessary to carry out the intent of this Ordinance.

**Section 4.** This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 2nd day of February, 2026.

\_\_\_\_\_  
Mark D. Spohn, Mayor

ATTEST:

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

REVIEWED BY:

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

## **Employment Agreement**

**Employment Agreement**  
**between**  
**City of Excelsior Springs, Missouri**  
**and**  
**Melinda Mehaffy**

This Agreement is between the City of Excelsior Springs, Missouri, a municipal corporation, 201 East Broadway, Excelsior Springs, Missouri 64024 (hereinafter called “Employer”) and Melinda Mehaffy, (hereinafter called “Employee”), both of whom agree as follows:

**Section 1: Term**

This Agreement shall remain in full force and effect from the 3<sup>rd</sup> day of March, 2026 (“Effective Date”), until terminated by Employer or Employee as provided in Section 9 of this Agreement.

**Section 2: Duties and Authority**

- A. Employer agrees to employ Employee as City Manager to perform the functions and duties specified in Chapter 115.080 of the City of Excelsior Springs Code of Ordinances and Missouri Revised Statutes Section 78.610 and to perform other legally permissible and proper duties and functions without interference.
- B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances of the Employer.
- D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, state and federal law.
- E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer, consistent with the lawful directives, policies, ordinances, state and federal law.
- F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

- G. The Employee shall perform the duties of City Manager of the Employer with reasonable care, diligence, skill and expertise.
- H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- I. The Employee cannot be reassigned from the position of City Manager to another position without the Employee's express written consent.
- J. The Employee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.
- K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

### **Section 3: Compensation**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$163,000.00, payable in installments at the same time that the other management employees of the Employer are paid.
- B. Consideration shall be given on an annual basis to an adjustment to the Employee's compensation dependent upon the results of the performance evaluation conducted under the provisions of Section 11 of this Agreement.
- C. In the event the City Council approves an across-the-board cost-of-living adjustment applicable generally to City employees through the annual budget or similar action, the Employee shall receive the same cost-of-living adjustment, effective without the need for further amendment of this Agreement or additional City Council action.
- D. The Employee's base salary shall not be reduced unless the City Council adopts a generally applicable reduction in compensation affecting Department Directors, in which case the Employee's salary may be reduced by no more than the percentage reduction applied to Department Directors.

### **Section 4: Health, Disability and Life Insurance Benefits**

The Employee shall receive, at the Employer's expense, disability, health, and life insurance benefits at the same levels and on the same terms as those provided to Department Directors of the Employer.

## **Section 5: Vacation and Sick Leave**

The Employee's appointment as City Manager constitutes a promotion and continuation of the Employee's uninterrupted employment with the City. All previously accrued but unused vacation leave and sick leave shall remain credited to the Employee. Effective as of the date of appointment as City Manager, the Employee shall accrue vacation leave at the rate of two (2) days per month, subject to a maximum accrued vacation balance of forty-eight (48) days. Vacation leave shall otherwise be administered in accordance with the City's Personnel Manual, as amended from time to time. Sick leave shall continue to accrue in accordance with the City's Personnel Manual based on the Employee's total continuous service with the City.

## **Section 6: Reserved**

## **Section 7: Retirement**

The Employee's existing participation in the Missouri Local Government Employees Retirement System (LAGERS) shall continue, and the Employer shall make employer contributions on the Employee's behalf as provided to other employees of the Employer.

## **Section 8: General Business Expenses**

Employer agrees to the following as may be deemed reasonable by the Employer at the time of annual budget approval:

- A. Employer agrees to budget for and pay for professional dues and subscriptions of the Employee necessary for full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the Missouri Municipal League, the Missouri City Management Association, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and

Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Employer shall provide Employee with an office computer, software, and telephone required for the Employee to perform the job and to maintain communication, equal to that provided to other employees.

### **Section 9: Termination**

- A. It is agreed and understood that the employment relationship is at will and may be terminated by either party with or without "Cause" (as defined below) and with or without notice, except as provided herein. Under this Agreement, there is no contractual right to employment for a definite period of time. Accordingly, either party may terminate the employment relationship at any time.
- B. In the event the Employer terminates Employee's employment for Cause, Employer agrees to pay Employee any wages earned up to the effective date of termination, as well as applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in the Personnel Manual, as amended from time to time). "Cause" means Employee is convicted of any illegal act which may be related to the competency of the Employee to exercise her duties as an Employee under this Agreement, or the conviction of any felony, or for engaging in any unethical conduct as described in Employer's Personnel Manual, or for failing to comply with any material term or condition of this Agreement. In the event of a termination for Cause, the severance benefit described in Section 10 of this Agreement will not be available to Employee.
- C. In the event the Employer terminates Employee's employment without Cause, Employer agrees to pay Employee any wages earned up to the effective date of termination, as well as applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in the Personnel Manual, as amended from time to time). The Employer also agrees to pay, in exchange for a full release, the severance benefit described in Section 10 of this Agreement. Vacation and sick leave do not accrue after the termination date. The Employer's contributions to life insurance and disability insurance premiums cease at the time of termination. Eligibility and reimbursement for continued participation in the Employer's group health insurance plan shall be as described in Section 10. If Employee is indicted or formally charged by any state or the United States with any such act or crime as described in Section 9.B. above, and if her employment is thereby terminated, the Employer shall not be obligated to pay Employee severance pay unless and until the matter is resolved in favor of the Employee.

- D. The Employee may terminate this Agreement and her employment with the Employer by providing a thirty (30) day written notice. In this circumstance, the severance benefit described in Section 10 of this Agreement will not be available to Employee. The Employee will be paid any accrued and unused/unpaid benefits in accordance with the Personnel Manual (subject to applicable restrictions or caps), except that accrued but unused vacation pay will be withheld and not paid if the thirty (30) day written notice is not provided by Employee.

## **Section 10: Severance**

Provided Employee signs a standard Severance Agreement and Release of All Claims:

- A. Severance pay will be provided to the Employee when the termination of employment is without Cause in accordance with Section 9.C. of this Agreement. Cause is defined above in Section 9.B.
- B. When appropriate, the severance pay is a benefit equal to six (6) months' salary at the rate of pay being received at the time of termination. If entitled to severance pay, the Employee shall also be compensated for all accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in the Personnel Manual, as amended from time to time).
- C. This severance benefit shall be paid in a lump sum unless otherwise agreed. Employer shall be entitled to withhold from said payments all amounts required to be withheld pursuant to applicable law.
- D. The amounts due under this section shall be paid within thirty (30) days of the date of termination, provided, however, that in the event the provisions of the Older Workers Benefit Protection Act apply to this Employee (i.e., he is forty (40) years of age or older at the time of termination), he shall not be paid until the first regular payday following the expiration of the applicable consideration period and the seven (7) day revocation period.
- E. The Employee has the right to elect to continue with coverage under the Employer's group health insurance program pursuant to her rights under the federal COBRA program. In the event Employee exercises said COBRA rights, the Employer shall, for a period not to exceed six (6) months from the date of termination, reimburse the Employee in an amount equivalent to the amount the Employer would have contributed toward Employee's health insurance had Employee's employment not been terminated; provided that, in the event at any time within said six (6) month period, the Employee accepts employment with another entity where health insurance benefits are available to the Employee, the Employer's obligation to reimburse the Employee as provided herein shall cease once the Employee is eligible to obtain coverage at said new place of employment.

### **Section 11: Performance Evaluation**

Employer shall annually review the performance of the Employee subject to the Employer's defined process, form, criteria, and format for the evaluation. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) discuss the evaluation in a meeting with the Employee and all members of the City Council present, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

### **Section 12: Hours of Work**

It is expected that the Employee will work a minimum of forty (40) hours per week or as otherwise necessary to complete the duties pursuant to Section 2 of this Agreement. Except as allowed for vacation, sick leave, holiday or compensatory time off, Employee is generally expected to be accessible to the Employer and other employees during normal office hours. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule subject to the Employer's expectations.

### **Section 13: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities, subject to approval by the Employer, with the understanding that such arrangements shall not interfere with Employee's responsibilities under this Agreement. Employee shall disclose all such engagements to the Employer.

### **Section 14: Ethical Commitments**

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the City Council nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

## **Section 15: Indemnification**

- A. To the extent permitted by applicable law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Manager, unless the act or omission involved willful or wanton conduct or criminal action. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals. The Employer shall indemnify employee, to the extent permitted by law, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties and occurring within the course and scope of her employment.
- B. Employee recognizes that Employer shall have the right to compromise.
- C. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer, resulting from the exercise of judgment or discretion in connection with the performance of Employee's duties as City Manager, unless such act involved willful or wanton conduct or criminal action. Such expense payments shall continue beyond Employee's service to the Employer as long as the litigation is pending. Further, if no longer employed by Employer, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

## **Section 16: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

## **Section 17: Other Terms and Conditions of Employment**

- A. The Employer shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code of the City of Excelsior Springs, Missouri, Employer's Personnel Manual, current policy or any other applicable law.
- B. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other employees of the Employer as provided

in the Municipal Code of the City of Excelsior Springs, Missouri, the Personnel Manual, or by practice.

### **Section 18: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed i) to the City at the address set forth in this Agreement and ii) to the Employee at such address as provided to the City Clerk. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 19: General Provisions**

- A. Integration. This Agreement and the Municipal Code of the City of Excelsior Springs, Missouri, including the Personnel Manual, current policy or other law, except when in conflict with this Agreement, sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first written above.

**MELINDA MEHAFFY:**

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**CITY OF EXCELSIOR SPRINGS,  
MISSOURI:**

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Mayor Mark D. Spohn

**ATTEST:**

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Shannon Stroud, City Clerk

# ICMA CODE OF ETHICS

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The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of all community members.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Continually improve professional capabilities and those of others while fostering growth and development through ethical leadership and effective management practices.
9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.
10. Oppose efforts to interfere with professional responsibilities by consistently executing official duties, policies, and processes with an unwavering commitment to unbiased public service.
11. Manage all personnel matters with fairness and impartiality.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in May 2025.*