



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 14, 2015 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. CONSENT AGENDA

One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

- A. Motion approving the minutes of the June 23, 2015, City Council regular meeting.

Page 7

- B. Motion approving Resolution R2015-31:
A RESOLUTION REAPPOINTING PHIL TRUED TO THE ZONING BOARD OF ADJUSTMENTS.

Page 13

- C. Motion approving Resolution R2015-32:
A RESOLUTION REAPPOINTING SALLY DAVILA AND TIM MCDONOUGH TO THE PLANNING COMMISSION.

Page 17

- D. Motion to approve the purchase one new skid steer, sell the 1997 Bobcat 863 skid steer through auction, and transfer the 2005 Bobcat S250 skid steer to the Wastewater Treatment Plant.

This purchase is within budget.

Page 21

- V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion to reconsider *final* reading of Bill No. 2015-47 as amended:
AN ORDINANCE APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH OLSSON ASSOCIATES FOR SITE DILIGENCE AND MASTER PLANNING OF MARKEY BUSINESS PARK

The final reading failed to pass on 06/23/2015 because it did not receive 6 affirmative votes. Councilmember Tim Savage, having voted on the prevailing side, has requested that it be placed on the agenda for reconsideration.

Supporting document is attached.

Page 27

- B. Motion approving *first* reading of Bill No. 2015-48:
AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF BELTON, MISSOURI AND MID-AMERICA REGIONAL COUNCIL (MARC) FOR SENIOR CENTER SERVICES.

Supporting document is attached.

Page 55

- C. Motion approving *first* reading of Bill No. 2015-49:
AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE THIRD AMENDED AND RESTATED COOPERATIVE AGREEMENT AMONG THE CITY OF BELTON, MISSOURI, GROUP BELTON, LLC, ASSIGNEE OF CROSSROADS AT BELTON, LLC, AND THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT.

This was discussed at the July 7, 2015, work session.

Supporting document is attached.

Page 77

- D. Motion approving *both* readings of Bill No. 2015-50:
AN ORDINANCE APPROVING THE CONTRACT WITH VANCE BROTHERS, INC. FOR THE 2015 STREET PRESERVATION PROJECT/CHIP SEAL IN A NOT TO EXCEED AMOUNT OF BUDGETED FUNDS.

Supporting document is attached.

Page 113

VII. RESOLUTIONS

A. Motion approving Resolution R2015-33:

A RESOLUTION ACCEPTING THE DONATION OF TWO INFORMATIONAL KIOSKS AND APPROVING AND AUTHORIZING THE EXECUTION OF A MAINTENANCE AGREEMENT BETWEEN DOWNTOWN BELTON MAIN STREET, INC. AND THE CITY OF BELTON FOR THE MAINTENANCE OF TWO INFORMATIONAL KIOSKS.

Supporting document is attached.

Page 133

B. Motion approving Resolution R2015-34:

A RESOLUTION APPROVING THE REAPPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO ALLOW FOR UTILITY BILLING SYSTEM TRAINING EXPENSES.

This amends the City's budget to allow for the City's new utility billing clerk to be thoroughly trained on the billing software system on site. This would allow other finance department staff to sit in on different sessions. The city has hired four new staff members in the Finance department since the last training session. On-site training also allows for training to be done on the City's actual system so that all training information will be relevant to our actual customers. Attached is a quote for three days of on-site training plus estimated travel expenses for the trainer.

Supporting document is attached.

Page 151

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

A. Motion to cancel the August 4, 2015, work session – National Night Out

XII. OTHER BUSINESS

XIII. Motion to enter Executive Session to discuss matters pertaining to hiring, firing, disciplining or promoting of particular employees by a public governmental body, according to Missouri Statute 610.021.3, and that the record be closed.

XIV. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
JUNE 23, 2015
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the regular meeting to order at 7:00 P.M.

Councilman Fletcher led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Bob Newell, Tim Savage, Chet Trutzel, Dean VanWinkle, and Scott Von Behren; Absent: Councilmen Al Hoag and Gary Lathrop. Also present were: Ron Trivitt, City Manager; Aaron March, City Attorney; and Patti Ledford, City Clerk. Mayor Davis noted that both Councilmen Hoag and Lathrop were ill.

CONSENT AGENDA:

Councilman Von Behren moved to approve the consent agenda consisting of a **motion approving the minutes of the June 6, 2015, City Council regular meeting and a motion approving the May 2015 Police Judge's Report.** Councilman Fletcher seconded. All present voted in favor. Councilmen Hoag and Lathrop absent. Consent agenda approved.

PERSONAL APPEARANCES:

Fire Chief Norman Larkey Sr. recognized Firefighter/Paramedic Chris Godinez as 2014 Firefighter of the Year. He thanked him for his service. Mayor Davis then read a proclamation recognizing Firefighter Godinez for his accomplishments. Mayor Davis said it is a pleasure to give this award and he is proud of what public servants do.

Mayor Pro Tem Scott Behren presented an award to the city from MARC to Jay Leipzig for solar ready initiative. Mayor Davis noted that we are one of 26 cities that received this award. He is proud that we are going in the right direction.

ORDINANCES:

Patti Ledford, City Clerk, gave the *final* reading of Bill No. 2015-39: **AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR AUTUMN WOODS, A MULTI-UNIT TOWNHOUSE DEVELOPMENT, ON A 9.81-ACRE TRACT OF LAND, LOCATED ON THE NORTH SIDE OF MARKEY ROAD, DIRECTLY NORTH OF BELTON, AVENUE, CITY OF BELTON, CASS COUNTY, MISSOURI, AND APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AND MAINTENANCE AGREEMENT.** Aaron March, City Attorney noted a few minor changes. **Councilman Von Behren moved to amend the final reading.** Councilman Newell seconded. All present voted in favor of the amendment. Councilman Von Behren moved to hear the final reading, as amended, seconded by Councilman Fletcher. Vote on the final reading, as amended, was then recorded; Ayes: 7, Councilmen Trutzel, Von Behren, Mayor Davis, Councilmen Fletcher, Newell, VanWinkle, and Savage; Noes: None; Absent: 2, Councilmen Hoag and Lathrop. Bill No. 2015-39 was declared passed and in full force and effect as Ordinance No. 2015-4106, subject to Mayoral veto.

Ms. Ledford gave the *final* reading of Bill No. 2015-44: **AN ORDINANCE APPROVING THE AGREEMENT AMENDMENT WITH CARTEGRAPH TO PROVIDE FIFTEEN (15) ADVANCED USER LICENSES AND ABILITY TO TRACK BRIDGES, WATER METERS, AND TRAFFIC SIGNALS TO THE CITY OF BELTON WITH A ONE-TIME COST OF \$6,100 FOR THESE ASSETS TO BE ADDED TO THE SYSTEM AND BEGINNING JUNE OF 2016 THE ANNUAL FEE WILL BE \$21,375.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Von Behren, Fletcher, VanWinkle, and Newell; Noes: None; Absent: 2, Councilmen Hoag and Lathrop. Bill No. 2015-44 was declared passed and in full force and effect as Ordinance No. 2015-4107, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-45: **AN ORDINANCE APPROVING THE AGREEMENT AMENDMENT WITH MIDLAND GIS TO PROVIDE ACCESS TO ARCGIS FOR SERVER TO SYNC WITH CARTEGRAPH DATA WITH A ONE-TIME SETUP FEE OF \$2,500 PLUS AN ANNUAL FEE OF \$1,800.** Presented by Councilman Savage, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 7, Mayor Davis, Councilmen Savage, Newell, Von Behren, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 2, Councilmen Hoag and Lathrop. Bill No. 2015-45 was declared passed and in full force and effect as Ordinance No. 2015-4108, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-46: **AN ORDINANCE APPROVING AN AGREEMENT FOR THE CITY'S SECTION 125 TAX SAVINGS PLAN WITH BASIC.** Presented by Councilman Von Behren, seconded by Councilman Trutzel. Vote on the first reading was recorded; Councilmen Newell, Von Behren, Savage, Fletcher, Mayor Davis, Councilmen Trutzel, and Van Winkle; Noes: None; Absent: 2, Councilmen Hoag and Lathrop. **Councilman Von Behren moved to hear the final reading.** Councilman Savage seconded. All present voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Newell, Trutzel, Mayor Davis, Councilmen Von Behren, Fletcher, VanWinkle, and Savage; Noes: None; Absent: 2, Councilmen Hoag and Savage. Bill No. 2015-46 was declared and in full force and effect as Ordinance No. 2015-4109, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-47: **AN ORDINANCE APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH OLSSON ASSOCIATES FOR SITE DILIGENCE AND MASTER PLANNING OF MARKEY BUSINESS PARK.** Presented by Councilman Trutzel, seconded by Councilman Newell. Jay Leipzig, Community and Economic Development Director, gave a quick overview of the contract, noting that Olsson Associates has an expert on their team, Courtney Dunbar, in site assessment. He said the key component is the concept drawings for the Markey Business Park. What would take staff 3-4 years to accomplish, they will do quickly. Staff applied for a cost share grant with KCP&L Local Partners Program and it was approved by KCP&L. The scope and services of the contract is for \$31,800; KCP&L has committed to \$15,000. The city is responsible for \$16,800, which is in the FY16 budget. Mr. Leipzig and Mayor Davis stressed the importance of site readiness. He also said the #1 job in economic development has got to be jobs. Peculiar has all of their properties site-ready – they are a step ahead of the game. There was discussion. Aaron March, City Attorney, suggested a motion to authorize the city attorney to make minor revisions to the agreement, specifically – a reference that the city's responsibility is \$16,800 and will not pay any more than that; and that Missouri law will apply, not Nebraska law. Vote on the first reading was recorded; Ayes:7, Councilmen Newell, Von Behren, Savage, Fletcher, Mayor Davis, Councilmen Trutzel and Van Winkle;

Noes: None; Absent: 2, Councilmen Hoag and Lathrop. **Councilman Von Behren moved to hear the final reading.** Councilman Fletcher seconded. All present voted in favor except Councilman Savage voting no. **Councilman Von Behren moved to amend the agreement Section 7.10 to change Nebraska to Missouri and that the budget should reflect cost sharing with KCP&L so if the agreement fell apart the only cost to the city would be \$16,800 paid to Olsson Associates.** Seconded by Councilman Fletcher. Councilman Savage said he likes to see this things cleared up before we vote on them, Councilman VanWinkle agreed. Vote on the amendment was recorded with all voting in favor. Councilmen Hoag and Lathrop absent. Vote on the final reading, as amended, was recorded; Ayes: 5, Councilmen Newell, Trutzel, Mayor Davis, Von Behren, and Fletcher; Noes: 2, Councilmen Savage and Van Winkle; Absent: 2, Councilmen Hoag and Lathrop. Given that both readings were at the same meeting and that requires 6 affirmative votes, the City Attorney suggest someone on the prevailing side move that the second reading be placed on the next agenda for reconsideration. **Councilman Savage moved to place the final reading of Bill No. 2015-47 on the next agenda (7-14-15) for reconsideration.** Councilman Van Winkle seconded. All voted in favor. Motion carried.

RESOLUTIONS:

Ms. Ledford read Resolution R2015-30: **A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE INSITUFORM TECHNOLOGIES CONTRACT.** Presented by Councilman Savage, seconded by Councilman Von Behren. Vote on the resolution was recorded with all present voting in favor. Councilmen Hoag and Lathrop absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Trutzel shared that the city has begun the process of replacing curbs and sidewalks. We have a cost share program and we are tearing out dilapidated curbing and sidewalk. The cost savings to the homeowner is substantial. He feels this program needs to be advertised again. Jeff Fisher, Public Works Director, said the program has been incredibly successful.

Councilman Fletcher, Park Board Liaison, reported on a couple of Park events. The Color Foam 5K is this Saturday and it is expected to have over 200 people participating. Also, free concerts in the park start this Friday at 8:00 P.M. The next concert will be July 24.

MAYOR'S COMMUNICATIONS:

Mayor Davis said Community Days went well. There was a good turn out and congrats to all.

The Civic Leadership Awards Banquet will be July 16 in Blue Springs. If you plan to attend, contact the City Clerk by July 10. Ms. Ledford said this year's recipient is Clara Pruitt for her numerous contributions to the Belton Welfare Association, Mayor's Christmas Tree Lighting, Operation Santa, school backpack program, and more.

Mayor Davis said it is Councilman Fletcher birthday today.

CITY MANAGER'S REPORT:

Jay Leipzig reported on the street painting project with school. The school has requested to permanently paint the school pirate mascot on Chestnut, Walnut, and Ella Streets. Downtown Belton Inc. is fine with it. In the past it was just done during homecoming week. The school will

pick up the maintenance of that. The pirate is approximately 13'x14' wide. If the Council is okay with that they would like to move forward with it. There was no opposition.

OTHER BUSINESS:

Sheila Ernzen, Finance Director, gave a May 2015 budget report. She gave a quick overview of May; stating we're two months into the fiscal year. We have a positive look at where we are with revenues and anticipated where we would be at this time. Inmate care is bringing in more revenue. The fire grant payment anticipated in the prior fiscal year will stay at \$66,000 surplus this fiscal year. Electric utilities and TIF administration is up, but sales tax is less than anticipated for May. June looks like it will come in great. Court fines and court costs are down from what was anticipated. It appears tickets are down from where they were and telephone and gas utility is down. Cash carryover is positive at \$255,000. There are always opportunities and risk with the expenditure accounts. Brad Foster, Assistant City Manager, had reported about the work comp insurance and right now the premium is \$250,000 more than anticipated city wide. It is always good to have wiggle room and risks outweigh the opportunities. We are also tracking the golf course carefully. We don't think it's a big deal right now, but we are a little bit down on revenues due to the rainy weather.

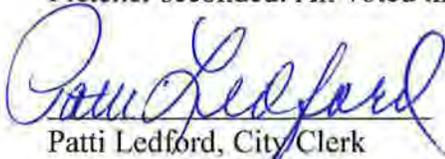
Mayor Davis asked for the City Manager to find out why court costs are down and report back at the next work session.

Mayor Davis asked about the TIFs (Tax Increment Financing) and asked if Academy Sports is doing okay. Ms. Ernzen said yes.

Councilman Trutzel wondered if the new speed limits along 58 Highway might be having an impact on the lower ticket revenue.

Mayor Davis said we need to be thinking about next year's budget and make suggestions as we are going into the next budget year.

Being no further business, Councilman Von Behren moved to adjourn at 7:40 P.M. Councilman Fletcher seconded. All voted in favor. Councilman Hoag and Lathrop absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV
B

R2015-31

A RESOLUTION REAPPOINTING PHIL TRUED TO THE ZONING BOARD OF ADJUSTMENTS.

WHEREAS, Section 89.080, RSMo., as amended, provides for the appointment of up to five (5) members of the Zoning Board of Adjustments, and up to three (3) alternate members of said Zoning Board of Adjustments by the City Council; and

WHEREAS, Phil Trued is hereby re-appointed to serve as member of the Zoning Board of Adjustments, until July 30, 2020, or until his successor is duly appointed and approved by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belton, the following named individuals shall constitute the Belton Zoning Board of Adjustments with terms of office as shown:

<u>Name</u>	<u>Expiration of Term</u>
J. W. Brown	July 30, 2016
Keith Parks	July 30, 2017
Joan Boyd	July 30, 2018
Connie Hubbard	July 30, 2019
Phil Trued	July 30, 2020

BE IT FURTHER RESOLVED that the following named individuals shall serve as alternate members of the Zoning Board of Adjustments with terms ending on July 30, 2017 or until their respective successors are appointed and approved by the Board:

1. Roger Shirk
2. Wilma Darlington

Duly read and passed this ____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS)SS
CITY OF BELTON)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of _____, 2015, and adopted at a regular meeting of the City Council held the ___ day of _____, 2015 by the following vote, to wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

SECTION IV
C

R2015-32

A RESOLUTION REAPPOINTING SALLY DAVILA AND TIM MCDONOUGH TO THE PLANNING COMMISSION.

WHEREAS, Chapter 2, Article VI, Section 2-137 of the Belton Unified Development Code authorizes the appointment of members to the Belton Planning Commission by the Mayor of the City subject to the approval of the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belton, the following named individuals shall constitute the Belton Planning Commission with terms of office as shown:

<u>NAME</u>	<u>EXPIRATION OF TERM</u>
Holly Girgin	August 1, 2016
Steve Finn	August 1, 2016
Larry Thompson	August 1, 2017
Christen Christensen	August 1, 2018
Charles Crate	August 1, 2018
Sally Davila	August 1, 2019
Tim McDonough	August 1, 2019

Duly read and passed this ____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS)SS
CITY OF BELTON)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of _____, 2015, and adopted at a regular meeting of the City Council held the ___ day of _____, 2015 by the following vote, to wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

SECTION IV
D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 14, 2015

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

The FY2016 budget allocated funds to replace a skid steer. Staff recommends purchase of one (1) new S770 Bobcat skid steer in the amount of \$44,817.00 from KC Bobcat to replace (2) existing skid steers identified for replacement per the Public Works Vehicle and Equipment Replacement Program. The first is a 1997 Bobcat 863 that is recommended to be sold through auction and the second being a 2005 Bobcat S250 that staff is recommending to be transferred to the Wastewater Treatment Plant to assist in daily operations.

PROPOSED CITY COUNCIL MOTION:

Approve the motion as a consent agenda item to purchase one new skid steer, sell the 1997 Bobcat 863 skid steer through auction, and transfer the 2005 Bobcat S250 skid steer to the Wastewater Treatment Plant.

BACKGROUND:

Staff received quotes through the MoDOT cooperative contract from KC Bobcat and determined it was the lowest and best bid for this piece of equipment in the amount of \$44,817.00. By purchasing now, we eliminate future costs in the amount of \$6,000 because of the Tier Emissions mandates for diesel engines.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	KC Bobcat	
Amount of Request/Contract:	\$	44,817.00
Amount Budgeted:	\$	45,000.00
Funding Source:	225-0000-495-7400	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	\$183.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval of the motion as a consent agenda item to purchase one new skid steer, sell the 1997 Bobcat 863 skid steer through auction, and transfer the 2005 Bobcat S250 skid steer to the Wastewater Treatment Plant.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- KC Bobcat Quote
- MoDOT Bid Tab



Product Quotation

Quotation Number: 9783D010568

Date: 2015-06-30 08:30:51

Ship to	Bobcat Dealer	Bill To
City of Belton 506 Main Belton, MO 64012	K.C. Bobcat, Olathe, KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552	City of Belton 506 Main Belton, MO 64012

Contact: Derek Diederich Phone: 913-829-4600 Fax: 913-829-1552 Cellular: 913-800-0008 E Mail: ddiederich@kcbobcat.com		

Description	Part No	Qty	Price Ea.	Total
S770 Bobcat Skid-Steer Loader (IT4)	M0183	1	\$34,814.00	\$34,814.00
92 HP Turbo Interim Tier 4 Diesel Engine	Lift Arm Support			
Auxiliary Hydraulics: Variable Flow	Lift Path: Vertical			
Backup Alarm	Lights, Front & Rear			
Bob-Tach	Operator Cab			
Bobcat Interlock Control System (BICS)	Includes: Adjustable Cushion Seat, Top & Rear			
Controls: Bobcat Standard	Windows, Parking Brake, Seat Bar, Seat Belt			
Cylinder Cushioning - Lift, Tilt	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Engine/Hydraulic Systems Shutdown	& ISO 3471			
Air Intake Heater (Automatically Activated)	Falling Object Protective Structure (FOPS) meets SAE-			
Horn	J1043 & ISO 3449, Level I; (Level II is available			
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter,	through Bobcat Parts)			
RPM and Warning Lights	Tires: 12-16.5 12 PR Bobcat Heavy Duty			
	Warranty: 12 Months, Unlimited Hours			
 A91 Option Package	M0183-P01-A91	1	\$6,488.00	\$6,488.00
Cab enclosure with Heat and AC	Two Speed Travel with SAPR Parking Brake			
High Flow Hydraulics	Suspension Seat with 3-Point Belt			
Sound Reduction	Engine Block Heater			
Hydraulic Bucket Positioning	Attachment Control Kit			
Power Bob-Tach	Cab Accessories Package			
Deluxe Instrument Panel				
Keyless Start				
 Selectable Joystick Controls (SJC)	M0183-R01-C04	1	\$1,533.00	\$1,533.00
Air Ride Seat	M0183-R05-C12	1	\$191.00	\$191.00
Severe Duty Tires	M0183-R09-C04	1	\$538.00	\$538.00
Radio	M0183-R26-C02	1	\$267.00	\$267.00
80" Low Profile Bucket	6731424	1	\$807.00	\$807.00
--- Bolt-On Cutting Edge, 80"	6718008	1	\$179.00	\$179.00
 Total of Items Quoted				\$44,817.00
Quote Total - US dollars				\$44,817.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

Finance Worksheet
QuoteFinance

SECTION VI
A

BILL NO.2015-47

ORDINANCE NO. 2015

AN ORDINANCE APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH OLSSON ASSOCIATES FOR SITE DILIGENCE AND MASTER PLANNING OF MARKEY BUSINESS PARK.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS.

Section 1. That a Professional Service Agreement with Olsson Associates for site diligence and master planning of Markey Business Park, with the City of Belton's portion in the not-to exceed amount of \$16,800, is hereby approved. The Mayor is authorized and directed to sign the agreement on behalf of the City. A copy shall remain on file in the office of the City Clerk.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval.

Duly read two (2) times and passed this ____ day of _____, 2015.

Mayor Jeff Davis

Approved this ____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2015, and thereafter adopted as Ordinance No. 2015 - _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: June 23, 2015

ASSIGNED STAFF: Jay C. Leipzig, AICP, Director, Community and Economic Development

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Public Hearing

ISSUE

Markey Business Park (MBP) is located on City owned property. It has been a long range plan of the City to develop this land for use as a business park within the City of Belton. To be competitive in the industrial market, site preparedness is key. The City of Belton has the opportunity, through the KCP&L Local Partners program to attain comprehensive site diligence through the services of Olsson & Associates economic development consulting services. The deliverables will include industrial site diligence, targeting viability analysis, master planning, environmental and permitting review, logical phasing and generalized costing as well as marketing materials for MBP. We will be able to use the end product to effectively market the site to MO Partnership, KCADC and site selectors.

REQUESTED COUNCIL ACTION

Approve the contract with Olsson & Associates, with the first reading.

BACKGROUND

Staff has applied for a cost share grant with KCP&L's Local Partners Program, a program that financially assists local partners in KCP&L's service area. The cost share application has been approved by KCP&L.

KCP&L's consultant for site diligence is Olsson & Associates. The City of Belton has an established working relationship with this firm. Olson & Associates scope of services and contract is in the amount of \$31,800. KCP&L has committed \$15,000 toward this contract. The City will be responsible for \$16,800, which is in the FY2016 budget.

The brush that used to block the view of the site has been cleared and more improvements for visibility are underway. A real estate sign, with contact information has been ordered and will be placed at the entrance of the site. To emerge as relevant among competing communities and to expedite the development process staff would like utilize Olsson & Associates economic development consulting services. They have the expertise and resources to provide an end product that consists of a property assessment, a targeting and viability assessment and master planning of the site, the end product resulting in property diligence documents and 2 conceptual master plans.

IMPACT/ANALYSIS

Total Amount of Contract with Olsson & Assoc.	\$31,800
Portion Paid by KCP&L Local E. D. Partners Program	(\$15,000)
Balance Payable – City of Belton	
Funding Source FY2016 224-0000-400-3020	\$ 16,800

STAFF RECOMMENDATION

Staff recommends approval of the contract.

ATTACHMENTS

- Olsson & Associates Scope of Services and Contract
- Site Selection Magazine Article / Olsson & Associates Select Site Program



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 29, 2015

Community and Economic Development
Jay Leipzig
520 Main Street
Belton, Missouri 64012

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Markey Business Park Diligence and Master Planning (the "Project")
Belton, Missouri

It is our understanding that the City of Belton, Missouri ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the Client basic services for the Project as more specifically described in Scope of Services attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

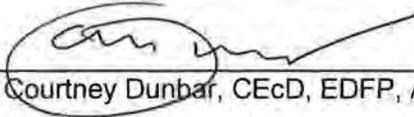
Client shall pay to Olsson for the performance of the Scope of Services a fixed fee as outlined in the Scope of Services attached hereto, plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date. The final \$7,500 shall be due no sooner than January 2016.

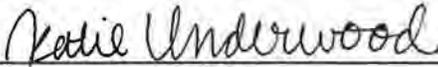
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By  _____
Courtney Dunbar, CEcD, EDFP, AICP

By  _____
Katie Underwood, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Belton, Missouri "Client"

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

- Scope of Services
- Exhibit B - Markey Business Park
- 2015 Rate Schedule
- Reimbursable Expense Schedule
- General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated June 29, 2015 between the City of Belton, Missouri ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located: Markey Business Park – South of Markey Road, North of Highway 58, West of Markey Park, East of Prospect Avenue, in Belton, Missouri (see Exhibit B)

Project Description: Industrial site diligence, targeting viability analysis, master planning, environmental and permitting review, logical phasing and generalized costing, and marketing materials creation for the Markey Business Park - approximate 128-acre site

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

1. Meetings (On-Site)

- a. One (1) kickoff meeting with three (3) Olsson professionals to discuss the subject property with Client representative(s), review scope of work/deliverables, and gather available documents, studies, and reports relevant to the existing utilities and the property.
- b. One (1) meeting with three (3) Olsson professionals to present diligence report and master plan concepts and collect desired revisions.
- c. One (1) final meeting with three (3) Olsson professionals to present the final project deliverables.

2. Property Assessment

- a. Gather existing site data from the Client and identify additional diligence points that may be needed.
 - i. Data not provided within 60 days may result in out of scope charges
- b. Complete an Environmental Records Review (EDR) to identify potential environmental liabilities and areas requiring further investigation/remediation.
- c. Order limited title report with easements and restrictions and review property ownership and boundaries.
 - i. Title search costs will be reimbursed to Olsson as an expense. Title search costs are dependent on the size of property and are estimated to cost between \$1,000 to \$2,000 for each site.
- d. Synthesize site data that has been collected and package the data into a user ready format.
- e. Assess Environmental permitting requirements.
- f. Review current FEMA floodplain maps and summarize any floodplain impacts relative to the 100-YR and 500-YR events.
- g. Review existing National Wetland Inventory and Water of the United States maps and summarize any environmental impacts.
- h. Identify access locations, existing and potential truck routes.

- i. Obtain USGS soil map information, perform preliminary desktop geotechnical review, and prepare memorandum of findings.
- j. Summarize utility infrastructure availability and identify capacities of service of the following as provided by the Client:
 - i. Sanitary sewer facilities
 - ii. Water facilities
 - iii. Electric power – identify primary and redundant power feed options
 - iv. Telecommunications/fiber – identify routes
 - v. Natural gas
- k. Evaluate site preparedness and identification of deficiencies, which may exist to site preparedness.
- l. Assess property for air quality permitting limitations.
- m. Review airport maps and locations to identify impacts due to flight patterns and airspace restrictions.
- n. Identification and listing of Foreign Trade Zone (FTZ) information.
- o. Identification of new market tax credit location options that may available in the area.
- p. Prepare a property diligence report to be included in the final contract deliverable, the Comprehensive Diligence Document, identifying results of property assessments suitable for distribution to stakeholders and prospective users.

3. Targeting Viability Assessment

- a. Collection and/or identification of up to ten (10) likely industrial/primary end-user types by NAICS code.
- b. Request and review any utility or state-generated economic development targeting analysis relative to each Subject Property for analysis consideration.
- c. Review of key infrastructure siting drivers per identified industry.
- d. Analysis of up-line and down-line supply and demand drivers.
- e. Review of each industrial/primary development sector for marketability as it pertains to reviewed infrastructure and service capacities.
- f. Identification of infrastructure strengths and deficiencies as it pertains to assessed targets and their relation to the Subject Property.
- g. Assignment of a viability rating for likelihood of development potential, per industry, to aid in establishing marketing directives.

Deliverables for Tasks 2 and 3:

- ***Property diligence summary, maps, exhibits, and Targeting Viability Assessment to be included in final product deliverables***

4. Master Planning

- a. Refer to Targeting Viability Analysis (Task 3), review diligence and targeting assessment relative to master planning consideration.
- b. With consideration of existing natural features and/or other encumbrances which may be identified in the property assessment task and the identified development targets, Olsson will develop two (2) conceptual site plan schemes maximizing function and marketability. Plans will address site issues such as:
 - i. Target industries and likely end-users
 - ii. Known user demand characteristics
 - iii. Transportation site access, parking and circulation
 - iv. Potential building sizes and layout
 - v. Utility layout (Primary)
 - vi. Performance design elements
 - vii. Phasing potential
- c. Based upon one (1) Client approved conceptual layout prepare opinions of cost of the backbone infrastructure and site improvements required to prepare each Subject Property for prospective users.
- d. Client comments shall be incorporated into Concepts for a total of one (1) revision. At the request of the Client, additional variations to conceptual layouts beyond one revision shall be billed on a time and expense basis.
- e. Generate master plan site documents necessary to adequately represent proposed development plan produced in two (2) sizes: 24" X 36" (or larger) and 8 ½" X 11".
- f. Inclusion of master plan in contract deliverable report detailed in Tasks 2 and 3.

Deliverables, to be included in the Master Planning Documents:

- **Property Diligence Documents two (2) reproducible, hard copies (per site) and two (2) CDs containing electronic copies of all identified technical site information and supporting maps**
- **Two (2) conceptual master plans**
- **Summary of proposed site improvements**
- **Cost estimates**
- **Phasing**

	Markey
Meetings (3 total)*	\$3,200
<i>Estimated Expenses**</i>	<i>\$2,200</i>
Property Assessment	\$8,000
Target Viability Assessment	\$4,600
Master Planning	\$16,000
<i>Estimated Expenses**</i>	<i>\$1,000</i>
City of Belton portion	\$16,800
KCP&L portion¹	\$15,000
Total Compensation (Excluding "Estimated Expenses")	\$31,800

*Meeting time is included in this price, but travel time and expenses will be in addition to these fees

**Expenses have been estimated but may vary based on actual cost

¹ KCP&L will issue a check in the amount of \$7,500 in 2015; the remaining \$7,500 will be paid in January 2016

Exclusions:

The following services, as well as any services not specifically covered above, are not included as part of this scope of services, but can be provided by Olsson Associates and amended to the Contract at additional cost, if requested:

- a. Subject properties other than the property listed above and depicted in Exhibit B
- b. Schematic documents
- c. Design development documents
- d. Construction documents
- e. Permits or Agency fees
- f. Site surveys (boundary, topographic, or ALTA)
- g. Special studies such as Traffic, Noise, Utility or Environmental studies
- h. City-wide water or sewer studies
- i. Off-site infrastructure improvements
- j. Hazardous materials identification, storage, or abatement
- k. Landscape design documents
- l. Mechanical, Electrical, or Plumbing engineering documents
- m. Subterranean Utility Exploration (SUE)
- n. Lot line adjustments
- o. Changes of zoning
- p. Environmental clearances
- q. Entitlements
- r. Legal descriptions
- s. Special planning processes
- t. Bid processes or negotiations with General Contractors
- u. Design plans or construction documents
- v. On-site meetings and travel costs in addition to those listed above

OPTIONAL SERVICES

Olsson can provide the following services that were not requested by the Client; however, we believe each service could provide significant value for potential users and marketability for site selection. Fees for these services will be negotiated based on scope if requested by the Client.

1. 2-D Colored Development Plan Presentation Materials

\$3,000 (Lump Sum not including reimbursable expenses)

- a. Generation of color rendered site plan to represent proposed development plan for future distribution and use in marketing of all or a portion of each Subject Property

Deliverable: One (1) color-rendered site plan, per master-planned site, produced in two (2) sizes: 24" x 36" (or larger) and 8 ½" x 11"

2. Conceptual Building Designs

\$3,500 (Lump Sum not including reimbursable expenses)

- a. Provide conceptual building design and elevations for each product type, based on one selected master plan scheme
 - i. The building designs are expected to be all complimentary variations on one or two central themes
- b. The building designs will be developed in enough detail to communicate the look and feel of the proposed development
 - i. The building designs will not be sufficiently solved for contractor pricing within this initial scope of work
 - ii. Olsson will work with Client to provide building designs that have historically been within the selected budget parameters for this type of project

Deliverables: Conceptual building design and elevations for each product type to compliment no more than two (2) buildings created for up to central themes

3. Static 3-D Renderings

- a. Compensation for this task shall be negotiated with the Client at a future date
- b. Pricing expected to be in a range of \$10,000 to \$15,000

4. 3-D Virtual Fly By Video of Development at Full Build-out

- a. Compensation for this task shall be negotiated with the Client at a future date, but will be billed as time and expense
- b. Pricing expected to be in a range of \$8,000 to \$15,000

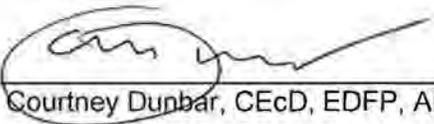
5. Basic Branding, Marketing Materials Creation and Presentation Brochures in print ready format

- a. Compensation for this task shall be negotiated with the Client at a future date, but will be billed as time and expense
- b. Pricing expected to be in a range of \$5,000 to \$15,000
- a. Typical deliverables include:
 - i. Medium-sized marketing booklet containing information from the Comprehensive Diligence Report suitable for public distribution
 - ii. Brochure or small marketing piece suitable for distribution at tradeshow and within marketing packets

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

OLSSON ASSOCIATES, INC.

By  _____
Courtney Dunbar, CEcD, EDFP, AICP

 _____
Katie Underwood, PE

If you accept this Scope of Services, please sign:

THE CITY OF BELTON (MO)

By _____
Signature

Print Name _____

Title _____

Dated: _____



Exhibit B: Markey Business Park
Belton, MO
February, 2015



OLSSON[®]
ASSOCIATES
www.olssonassociates.com

LABOR RATE SCHEDULE 2015

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	145 - 300
Project Manager.....	135 - 160
Project Professional.....	101 - 137
Assistant Professional.....	68 - 130
Designer.....	90 - 130
CAD Operator.....	46 - 105
Survey.....	52 - 115
Construction Services.....	53 - 170
Administrative/Clerical.....	44 - 100

Special Services not included in above categories will be provided on a special labor rate schedule.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles	\$0.575/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including express mail and special delivery	Actual
Cost	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of deeds, easements or other Project Related documents	Actual Cost+10%
Fees for applications or permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 29, 2015 between City of Belton, Missouri ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services, and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models,

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials,

encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and

programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that

the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Missouri.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully

satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally

permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including,

but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Missouri. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Missouri.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit,

loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

P:\GENERAL PROVISIONS.docx

Time is Money

Site certification can be a crucial part of investing wisely — for a company, and for a community.

The selection of the perfect location for new corporate expansions is certainly no easy feat. Companies considering expanding or selecting new locations face a complicated set of tasks in determining where to place the facility to ensure optimal operational efficiency. Within recent years, the economic development community has worked toward making this process a little less cumbersome and markedly quicker through the site certification process. Site certification can provide significant benefits to bottom-line profitability through potentially expedited development and streamlined site selection processes.

In the primary development world, it is not uncommon for site selectors or corporate end-users to consider as many as 75 varied site selection criteria in determining an optimal location for investment. As a result, the trend toward seeking certified sites in the initial site selection search is real and growing.

Many US states have adopted statewide site certification programs and incited economic development entities to pursue certification of sites through these programs. Site selector databases often allow the ability to query certified sites as a selection criteria. Consulting

by COURTNEY DUNBAR
editor@conway.com



Courtney Dunbar is the economic development leader for Olsson Associates, a civil engineering firm based in Lincoln, Neb.

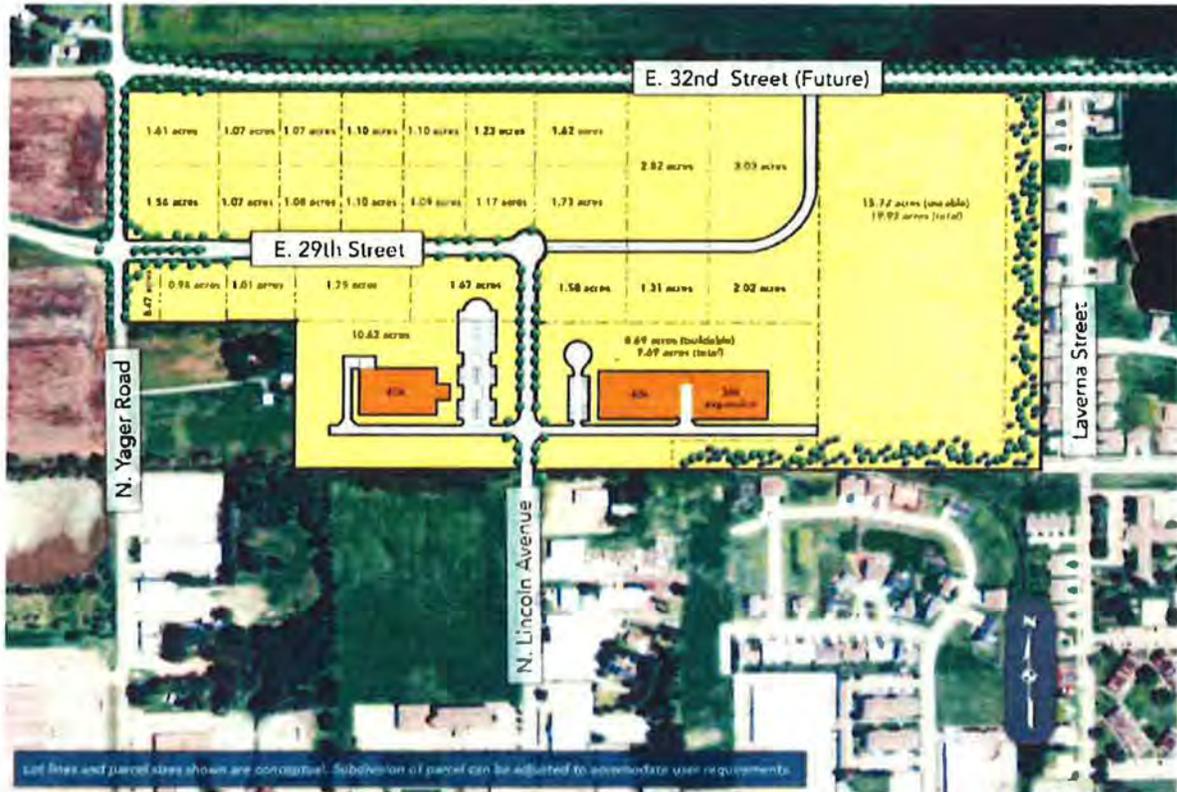
firms, such as Olsson Associates, also find value in assessing site preparedness, and have developed their own site certification programs based upon known development demands and expected needs.

While many of the benefits to site certification may be known or assumed by the site selection community, there are other considerations that may not be as well known that can critically impact time-to-completion for development projects. The following factors are considerations that lead to bottom-line efficiencies as a result of choosing certified sites:

Comprehensive Diligence Standards

Site certification programs typically require collecting and analyzing a variety of natural and built environment factors impacting the function of the subject property. Property assets and deficiencies are documented, and mitigating controllable deficiencies is typically required. This allows corporate end-users an opportunity to gauge, with a comfortable level of certainty, whether or not the site's capabilities will match the needed service.

While it could be assumed that sites that are positioned during the site selection process have undergone some level of diligence, the depth of information available is often not nearly



At the 100-acre Fremont Technology Park in Fremont, Neb., the virtual BIM model was created by JE Dunn to align to the master plan developed by Olsson Associates specifically to accommodate a 5-MW to 8-MW user of redundant electricity. The virtual building represented is 50-percent costed and timed for completion, which allows Fremont to market the site to prospective built-facility seekers. The property is on track to be certified by the new Olsson Associates Select Site Program.

enough for corporate end-users desiring to plug capacities information into their internal processes to ensure operational stability.

Site certification programs such as the Olsson Associates Select Site Program require the understanding of existing infrastructure, but also line sizes, capacities, volumes, pressures, and, if an attribute of infrastructure is lacking, what the timeline and permitting requirements are for mitigating deficiencies.

While the development process will eventually yield responses to these questions, the ability to have this information at the

No longer is it plausible to maintain a "one-site-fits-all" mentality as it pertains to development property.

forefront of the site selection process saves considerable time and resources, leading to bottom-line savings for the companies involved in selecting from prospective development sites.

Targeting Viability and Master Planning

The Olsson Associates Select Site Program requires aligning property diligence

and function to tract optimization. Corporate end-users benefit greatly from clearly understanding, in initial site selection phases, how much land will

be required for purchase to ensure optimum production and property protection.

Corporate end-users can meet multiple challenges in site selection that can be effectively mitigated through pre-assessment programs such as site certification. No longer is it plausible to maintain a "one-site-fits-all" mentality as it pertains to development property. Companies desire development sites that will fit their infrastructure and

access needs so that they may construct the most efficient facilities tailored to their exact processes. Properties that have undergone thorough diligence assessments as required in the site certification process allow site selectors and end-users the opportunity to functionally represent their specific facility pad sites for development. This form of planning in the early phases of selection allows corporate end-users to maximize land use to facility needs and avoid purchasing more property than necessary for current or expected future expansions.

As in the Olsson Associates Select Site Program, end-users and site selectors should identify enhanced sites that will provide specific industry certifications to ensure that primary infrastructure, service, capacities, access, and encumbrances compliment specific industry sector needs. For example, an optimal rail-served site will not also serve as an optimal technology or data center



location. Hence, there is a real and valuable differentiator created in sites that have assessed, aligned and planned for specific industry verticals.

The beauty of a diligence-assessed and master-planned site is that when the user positions its pad site and development requirements, it is possible to optimally represent this pad site within the site under

consideration. This allows the representative of the land to provide critical responses to exactly where the facilities can be located, how much land should be purchased, how long it will take to cure any infrastructure deficiencies, as well as what the permitting process for development will entail.

Entitlement Processes

Development entitlements are often one of the least understood obstacles that is not addressed when economic developers position sites for development opportunity. However, companies that cannot achieve a clear picture of development entitlement timelines and processes could be delayed for weeks if not months in gaining permitted access or beginning production if permitting delays are incurred.

Sites that have undergone a site certification exercise are almost always required to anticipate development permits

SECTION VI
B

BILL NO. 2015-48

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF BELTON, MISSOURI AND MID-AMERICA REGIONAL COUNCIL (MARC) FOR SENIOR CENTER SERVICES.

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

Section 1. That the Senior Center Services between Mid-America Regional Council (MARC) and the City of Belton is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City. A copy of the agreement shall be attached and considered part of this ordinance.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval.

Duly read two (2) times and passed this _____ day of _____, 2015.

Mayor Jeff Davis

Approved this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS.
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2015, and thereafter adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEN:
NOES:	COUNCILMEN:
ABSENT:	COUNCILMEN:

Patricia Ledford, City Clerk
of the City of Belton, Missouri

AGREEMENT
Contract #2610001-CB

This Agreement, entered into as of this First day of July, 2015, by and between the City of Belton, Missouri (hereinafter referred to as Contractor) and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, **WITNESSETH THAT:**

WHEREAS, MARC wishes to make available certain services to elderly residents within a service area hereafter described, and

WHEREAS, the Contractor warrants that it is capable of providing the services hereafter described, and

WHEREAS, the Contractor desires to assist MARC in this endeavor.

NOW THEREFORE, the parties hereto do agree as follows:

- 1. Services of Contractor:** MARC hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
- 2. Time of Performance:** The services of the Contractor are to commence on July 1, 2015, and shall be completed by June 30, 2016, unless this Agreement is terminated earlier by MARC.
- 3. Scope and Location of Services:** The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by MARC, the services of Senior Center Services (Senior Activity Center) as specified in Part III of the MARC/Commission on Aging Policies and Procedures Manual (hereinafter referred to as the Manual), including all revisions to the Manual as it may be revised from time to time following the execution of this Agreement. The Manual is incorporated by reference hereto as if fully written out herein. The services shall be carried out at the Belton Senior Center, 609 Minnie Avenue, Belton, Missouri, in service area D. Service areas are defined in Appendix 5, Service Areas and Maps, of the Manual. Contractor agrees to abide by all applicable provisions of the Manual.
- 4. Project Manager:** It is understood and agreed that Contractor shall name a Project Manager who will represent the Contractor in the performance of this Agreement, and shall notify MARC of his/her identity within thirty (30) days of the beginning of the contract period. Any subsequent change shall be submitted to MARC within two (2) weeks of the change.
- 5. Compensation:** The Contractor and MARC expressly understand and agree that in no event will the total compensation and reimbursement, if any, paid hereunder exceed the maximum of Twenty-two Thousand Nine Hundred Dollars (\$22,900.00) for the services specified, and shall constitute full and complete compensation for Contractor's services hereunder. Specifically, Sixteen Thousand Dollars (\$16,500.00) will be for the administration of the nutrition site and will utilize Federal dollars. The balance will come from local funds allocated to MARC from Cass County for the operation of the center and the purchase of various items for the center.

6. **Certifications Regarding Federal Terms and Conditions:** This Agreement shall be subject to all applicable Federal Terms and conditions provided in Appendix 3, attached hereto.

7. **E-Verify:** Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Compliance with any such requirements is required under this Agreement and any subcontracts permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

8. **Incorporation of Appendices:** Appendices 1, 2, 3, 4 and 5 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, MARC and the Contractor have executed this Agreement as of the date first written above. Contractor also acknowledges receipt of one copy of the Manual.

For City of Belton, Missouri

For Mid-America Regional Council

By: _____

By: 
David A. Warm
Executive Director

Typed Name

Typed Title

Date: _____

Date: 7-1-2015

**APPENDIX 1
GENERAL PROVISIONS
SENIOR CENTER ADMINISTRATION**

1. **Personnel and Equipment:** The Contractor represents that it has, or will secure at its own expense, all personnel and equipment required in performing the services under this Agreement. No individual person shall be an employee of MARC. All personnel engaged in the work shall be fully qualified. The Contractor further agrees to comply with applicable standards for this service that are or may be specified by the Missouri Department of Health and Senior Services or other State of Missouri agencies.
2. **Conflict of Interest:** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict or give the appearance of conflict in any manner or degree with the performance of services that are required to be performed under this Agreement. The Contractor further covenants that, in the performance of this agreement, no person having any such interest shall be employed. The only exception to this is if a subcontracting agreement is approved by MARC in writing as required by Part II, Section 4.9 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.
3. **Interest of Members of MARC and Others:** No officer, member, or employee of MARC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
4. **Officials Not to Benefit:** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.
5. **Reprogramming of Funds:** MARC reserves the right to unilaterally and in its discretion decrease the Scope of Services and corresponding compensation to be paid hereunder as a result of a decrease in available funds from the Missouri Department of Health and Senior Services, the Missouri Department of Transportation or other such program changes as may be in the best interest of MARC.

It is further understood and agreed that, in the event that Contractor's rate of progress on this contract is leading to under-spending due to inability to provide services at planned levels, MARC may unilaterally and in its discretion decrease the total compensation and reimbursement to be paid hereunder in order to allocate funds to other contracts and services.

6. **Monitoring, Auditing and Reporting:** Please refer to Part II, Section 6 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details regarding audits and monitoring.

It is expressly understood and agreed that the report procedures established by MARC may include, but not be limited to, the names and addresses of individuals receiving services under the terms of this contract, with the understanding that no personal information obtained from any individual will be disclosed by MARC in a form which allows identification of the individual, without the written consent of the individual. Refer to Part II, Section 3 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details regarding confidentiality.

It is further understood and agreed that the report procedures established by MARC may also include identifying the actual costs incurred per unit of service, including both MARC costs and Contractor contributions.

The Contractor agrees to provide MARC in a timely manner with statistical and other information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended.

7. **Changes:** MARC may, from time to time, unilaterally and in its discretion require changes in the Scope of Services to be performed. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement, signed by both parties.
8. **Participant Input:** The Contractor shall, with the assistance of MARC, develop a procedure for providing elderly service recipients with an opportunity to assess and evaluate the program. This assessment shall be performed periodically during the contract term by the site council or advisory committee/board.
9. **Grievance Policy:** At the time a client intake form is signed by a client, a written complaint procedure must be provided to the client by the Contractor, or Subcontractor. The grievance procedures and policy shall, at a minimum, meet the standard content prescribed in the MARC grievances policy contained in the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.
10. **Termination of Agreement for Cause:** If the Contractor shall, in the opinion of MARC, fail to perform in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, MARC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the effective date of such termination. Although Contractor will ordinarily be entitled to five days notice, MARC reserves the right to immediately terminate the Agreement and preclude the Contractor from performing any further services if MARC believes that the Contractor could cause harm to either MARC or to the recipients of Contractor's services by continuing to provide services during the five day notice.

Notwithstanding the above, the Contractor shall not be relieved of liability to MARC by virtue of any breach of the Agreement by the Contractor, and MARC may withhold any payments to the Contractor for the purpose of setoff. See paragraph 12. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

11. **Cancellation for Convenience of MARC:** MARC may cancel this Agreement at any time by giving written notice to the Contractor of such cancellation and specifying the effective date of such cancellation. If the Agreement is canceled by MARC as provided herein, the Contractor will be paid for work satisfactorily completed. The date of notice shall be at least five (5) days before the effective date of such termination.

12. **Liquidated Damages:** In the event that Contractor or Subcontractor approved by MARC fails to perform as agreed in any respect, Contractor or Subcontractor shall be liable to MARC for any and all additional costs that may be incurred by MARC in securing another contractor to complete the performance, as liquidated damages and not as a penalty. The delivery of Senior Center programs will be impaired or halted in the event Contractor fails to perform. MARC may withhold any payments due to the Contractor for the purpose of setoff. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.
13. **Disputes:** If the Contractor disputes MARC's interpretation of this contract, the Contractor shall first attempt to resolve the dispute through the following steps before filing suit in court:
- A. The Contractor shall submit a letter to MARC, specifying the nature of the dispute and asking for resolution of the dispute.
 - B. The Executive Director of MARC will meet with the Contractor to resolve the dispute. The Executive Director of MARC will document the resolution in a letter to the Project Manager.
 - C. If the Contractor is unsatisfied with the resolution of the dispute decided by the MARC Executive Director, the Contractor may appeal the Executive Director's decision in writing to the MARC Budget and Personnel Committee.
 - D. The MARC Budget and Personnel Committee will consider the appeal at its next scheduled meeting. The Committee will rule on the dispute in one of three ways:
 - (1) Remand the dispute to the Executive Director for reconsideration within a specified period of time; or
 - (2) Overrule the Executive Director's decision, in favor of another decision; or
 - (3) Concur with the Executive Director's decision.

The decision of the MARC Budget and Personnel Committee is final.

14. **Subcontracting:** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of MARC. Refer to Part II, Section 4.9 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for further details.
15. **Equal Opportunity and Affirmative Action:** Contractor shall comply with Equal Opportunity and Affirmative Action requirements as specified in Part I, Section 5.14 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.
16. **Compliance with Service Standards and Required Procedures:** Contractor shall perform the services set forth in this Agreement in compliance with applicable standards and procedures specified in Appendix 4 - Senior Center Assurances, and Part III of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised

from time-to-time following the execution of this Agreement, pertaining to Senior Center Administration. Contractor also agrees to comply with applicable standards for these services which have been promulgated by the Missouri Department of Health and Senior Services or other State of Missouri agencies or which are promulgated by them during the contract period. The Missouri Code of State Regulations and the Missouri Register are incorporated into this contract by reference as if fully set out herein. Contractor also agrees to comply with the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, which is incorporated by reference.

17. **Drug-Free Workplace:** Contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, P.L. 100-690, Section 5151 through 5160. See Part I, Section 5.8 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
18. **Findings Confidential:** Any reports, information, data, or other materials given to or prepared or assembled by the contractor under this Agreement shall not be made available to any individual or organization by the contractor without prior written approval of MARC.
19. **Identification of Documents:** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within MARC, shall carry the following statement on the front cover or a title page containing the name of MARC:

THE PREPARATION OF THIS (Report, Document, etc.) WAS FINANCED IN PART THROUGH A FEDERAL GRANT TO THE MID-AMERICA REGIONAL COUNCIL, DEPARTMENT OF AGING SERVICES, THROUGH THE MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF SENIOR AND DISABILITY SERVICES, UNDER THE PROVISION OF TITLE III, OLDER AMERICANS ACT OF 1965, AS AMENDED.

20. **Non-Discriminatory Policy Statement:** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within MARC, shall carry the following statement:

IT IS THE POLICY OF MARC AND ITS FEDERAL FUNDING AGENCIES NOT TO DISCRIMINATE IN EMPLOYMENT OR PROGRAM SERVICES FOR REASONS OF RACE, COLOR, SEX, AGE, RELIGION, NATIONAL ORIGIN, PROTECTED DISABILITY, OR VIETNAM ERA VETERANS STATUS.

21. **Licenses and Permits:** Contractor shall maintain, in its own corporate name, all required licenses, permits, bonds, and insurance required for carrying out the services as designated in Paragraph 3 of the Agreement page. Refer to Part II, Section 2 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
22. **Insurance:** Refer to Part II, Section 8 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
23. **Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of MARC thereto, provided, however, that claims for money due or to become due to the Contractor from MARC under this Agreement may be assigned to a bank, trust company or

other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to MARC.

24. **Disaster Assistance:** In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes or other disaster-related situation, the Contractor shall cooperate with requests for assistance from MARC on behalf of the elderly individuals.
25. **Inclement Weather Policy:** The Contractor shall cooperate to the fullest extent possible with local public safety officials during periods of inclement weather. Congregate facilities will adhere to the standards of the local school district to determine if services/facilities will be open. Transportation providers will abide by the local public safety standards and ordinances relating to vehicular operations. Contractor shall take appropriate measures to prevent clients' exposure to unnecessary risks during periods of inclement weather when normal operations have been curtailed.
26. **Attendance at MARC Meetings:** The Contractor shall, upon request of the MARC Department of Aging, attend any committee, task force, or special meetings relating to the project. The cost incurred by the Contractor for attending mandatory meetings shall be deemed part of the cost of doing business.
27. **Development of Community-Based Care System:** The Contractor shall cooperate with the MARC Department of Aging in its development and implementation of a comprehensive and coordinated community-based care system. The Contractor shall assist clients in taking advantage of benefits under other community programs. Refer to Part I, Section 3 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for more information.
28. **Federal/State Regulation Conformance:** The Contractor is bound by the same terms and conditions of applicable federal/state regulations as are imposed on MARC for proper administration of this project.
29. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Missouri.
30. **Copyright:** No reports, maps, other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor.
31. **Indemnification Agreement:** The Contractor hereby expressly agrees and covenants that it will hold and save harmless and indemnify MARC, its officers, agents, servants, and employees from liability of any nature or kind, in connection with the work to be performed hereunder, arising out of any act or omission of the Contractor, or of any employee or agent of the Contractor or associated with them including any persons, firms or corporations engaged by the Contractor to perform any work required by or in connection with the work required by this Agreement. Contractor will pay all legal expenses and costs incurred by MARC and its officers, agents, servants and employees in connection with any claim that is based in whole or in part upon services provided by Contractor. MARC may withhold from its payments to Contractor an amount equal to the damages, expenses, legal fees and costs that MARC reasonably anticipates may result from an actual or threatened claim that is based upon services provided by Contractor.
32. **Documentation of Expenses:** Contractor shall maintain full and complete documentation of all expenses associated with performing the scope of work under this contract. Expense

documentation shall include: timesheets for each employee showing time spent on services for MARC clients; receipts for any supplies purchased for use in this contract; any applicable subcontract expenditures; all applicable overhead and indirect expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service (including Contractor contributions as well as amounts reimbursed by MARC).

33. **Services for Low-Income Minority Elderly:** Contractor shall demonstrate efforts to meet the service needs of low-income minority individuals at least in proportion to the number of low-income minority older persons among the elderly population of the area(s) contracted to be served by the provider. Service units shall be documented and reported on regular basis. Outreach efforts shall be documented and reported on the "Quarterly Service Narrative Report" form. A statistical profile of low-income minority elderly population in MARC's service areas is provided in Appendix 2. Contractor shall utilize the data provided in Appendix 2 to plan its delivery of services to the low-income minority elderly.
34. **Contributions and Project Income:** Refer to Part II, Section 1 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
35. **Service Priorities:** Contractor shall give priority for service to those older people with the greatest social and economic need. Where the nature of the service allows, Contractor shall make special efforts to serve the moderately impaired, isolated and/or homebound elderly on a priority basis.
36. **Reporting Imminent Danger to Service Recipients:** With the consent of the older person, or his or her representative, the contractor shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger. Appropriate staff will be trained on methods and procedures for referring clients to the Elderly Abuse and Neglect Hotline.
37. **Resources Development:** The Contractor shall investigate other agencies and resources providing services to the elderly and shall coordinate its own services to minimize overlap and duplication.
38. **Method of Payment:** Refer to Part II, Section 7 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
39. **Contractor Cooperation:** Contractor shall cooperate with MARC to ensure an orderly transition to a different service provider if circumstances dictate a change. Client lists, addresses, and other related information shall be made available to the new provider when so requested by MARC.
40. **Bankruptcy:** The Contractor shall within twenty-four (24) hours notify MARC upon filing for any bankruptcy or involuntary proceedings by or against the Contractor, whether voluntary or involuntary or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, MARC reserves the right at its sole discretion to either cancel the contract or affirm the contract and to hold the Contractor responsible for damages.
41. **Purchase of Equipment:** The Contractor shall not purchase any equipment costing over One Thousand Dollars (\$1,000.00) with funds provided under this Agreement without prior written approval of MARC. Any equipment purchased shall remain the property of MARC. MARC reserves the right to transfer such property to the office of MARC, other contractors, or other designated parties at its discretion.

42. **Employee Disqualification List:** Each contractor shall not allow any person to work or volunteer in a MARC-funded service who was terminated from employment due to abuse or neglect to patients, residents or clients and/or has been arrested and/or convicted of abuse, neglect or exploitation of an elderly person. All employees and volunteers having direct contact with vulnerable older persons shall be checked against the Employee Disqualification List (EDL) by the contractor. See Part II, Section 2.7 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for more information.
43. **Criminal Background Checks:** All contractors providing in-home services such as: adult day care services, homemaker/personal care, care partners, health related services for residents of congregate housing, minor home maintenance, and site-transportation meals, shall screen for criminal background history of all applicants for full-time, part-time or temporary employment for a position that provides direct services to clients. This includes volunteers. See Part II, Section 2.8 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for more information.
44. **Clean Air Act/Clean Water Act/EPA Regulations:** Contractors that receive in excess of \$100,000 are required to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
44. **Trafficking Victims Protection Act:** Contractor shall comply with trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR 175.25. The sub-recipient and sub-recipients' employees may not:
- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - Procure a commercial sex act during the period of time that the award is in effect; or
 - Use forced labor in the performance of the award or sub-awards under the award.
 - Contractor must include the requirements of this paragraph in any sub-award made to a private entity.
45. **Rights to Inventions:** Contractor shall comply with 37 CFR part 401m "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations, as applicable.
46. **United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7:** Contractors are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

**APPENDIX 2
LOW-INCOME MINORITY ELDERLY**

SERVICE AREA	TOTAL 60+ POPULATION	NUMBER OF MINORITIES AGED 60+	PERCENTAGE OF MINORITIES TO TOTAL 60+ POPULATION
A	4,061	76	1.87%
B	6,573	379	5.77%
C	21,465	841	3.92%
D	12,895	271	2.10%
E	4,522	2,973	65.75%
F	8,921	2,755	30.88%
G	10,432	1,891	18.13%
H	7,886	1,067	13.53%
I	7,067	6,348	89.83%
J	9,572	4,545	47.48%
K	16,188	1,911	11.81%
L	19,102	566	2.96%
M	23,098	700	3.03%
N	7,970	122	1.53%

The Older Americans Act, Missouri Division of Senior Services regulations, and the general provisions of this contract require that priority for services be given to those in the greatest social and economic need, with special consideration given to low-income minority elderly. The regulations further state that the low-income minority elderly should be served in proportion to their existence in the population. The above information, taken from the 2000 Census, provides core information regarding this population that is potentially eligible for services (persons aged 60 and above, and minorities over the age of 60).

During this contract year MARC will be evaluating our service delivery structure and our compliance with the directive to serve those in the greatest need. The information in the above table will be used to judge the level of commitment and compliance with the directive to serve the low-income minority elderly. In combination with other information, we will also be evaluating the mix of services provided, and the collective effectiveness in meeting the needs of the target populations.

The available census data does not include the cross-tabulations for race, income, or age. This appendix will be revised when that information is released.

APPENDIX 3
CERTIFICATIONS REGARDING FEDERAL TERMS AND CONDITIONS

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following certifications.

SUSPENSION AND DEBARMENT

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by checking the System of Award Management (SAM) <https://www.sam.gov>; or collecting a certification from that person; or adding a clause or condition to the covered transaction with that person.

CERTIFICATION REGARDING LOBBYING

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Ms. Jacquelyn C. Moore
Director, Aging Services
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

CERTIFICATION REGARDING NON-DISCRIMINATION

The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- Equal Employment Opportunity – E.O. 11246, as amended;
- Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
- Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- Missouri Governor’s E.O. #10-24; and
- The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

APPENDIX 4

SENIOR CENTER ASSURANCES

The Mid-America Regional Council (MARC) is contracting with _____
for the administration of the _____ Senior Center(s).

1. The contractor assures that the senior center(s) will comply with all federal and state policies and regulations governing senior nutrition centers.
2. The contractor assures that the center(s) will comply with all applicable federal and state regulations for handicapped-accessible facilities including the entrance, restrooms, handicapped parking spaces, and adequate width of doors, hallways, and passages.
3. The contractor will comply with all equipment requirements for on-site food preparations kitchen or center(s) receiving bulk food, whichever is applicable.
4. The contractor assures that the center(s) will comply with all physical plant requirements including a minimum of 15 square feet per participant in the activity/dining area, a minimum of two rest rooms, and adequate off-street and/or on-street parking.
5. The contractor assures that the center(s) will comply with all applicable state, county, or city health and food service sanitation regulations.
6. The contractor assures the center(s) will comply with all applicable state and local fire and safety laws, including installation of adequate number of fire extinguishers and smoke detectors according to recommendations of state or local fire authorities.
7. The contractor assures that the center(s) will comply with conditions referenced in the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to the Manual as it may be revised from time to time following the execution of this Agreement, and the Manual for Senior Center Administration.

(Date)

(Authorized Contractor Representative)

(Date)

(MARC Director of Aging Services)

7/1/15

C. M. [Signature]

Subrecipient Name: City of Belton, Missouri
 Subrecipient's DUNS Number: 009487612
 Service: Senior Center Services - SFY 2016

APPENDIX 5

	MARC REIMBURSED COSTS	CONTRACTOR CONTRIBUTED COSTS	TOTAL SERVICE COSTS
Direct Service Costs:			
Personnel/Fringe	\$19,000	\$24,670	\$43,670
Travel	0	250	250
Rent/Utilities/Telephone/Bldg Maintenance	0	6,850	6,850
Supplies	400	1,170	1,570
Equipment *	3,500		
Insurance	0	0	0
Total Direct Service Costs	\$22,900	\$32,940	\$52,340
Indirect Costs:			
Personnel/Fringe	0	0	0
Travel	0	0	0
Rent/Utilities/Telephone	0	0	0
Supplies	0	0	0
Total Indirect Costs	\$0	\$0	\$0
GRANT TOTAL	\$22,900	\$32,940	\$52,340

* Equipment will be purchased with funds received locally from Cass County. Also, Cass County has contributed \$2,500 to administrative costs in this contract.

KEY GRANT INFORMATION

Federal Awarding Agency	CFDA Name	CFDA #
Department of Health and Human Services - Administration for Community Living	Special Programs for the Aging_ Title III, Part C_Nutrition Services	93.045
For audit purposes, all voluntary contributions collected through the provision of this service will be considered federal funds.		
Name of Pass-Through Entity:	Missouri Department of Health and Senior Services	
Amount of Federal Awards Obligated by This Action:	\$16,500.00	
Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement:	\$16,500.00	
Federal Award Identification Number (FAIN) and Amount Obligated:	16AAMOT3CM: \$8,250 16AAMOT3HD: \$8,250	
Federal Award Date:	not yet known	
Total Amount of Federal Award to Prime Grantee:	not yet known	
Federal Award Project Description (as entered into FFATA system):	not yet known	
Contact Information for Awarding Official:	not yet known	
Identification if the award is Research & Development:	No	
Indirect Cost Rate for the Award:	0.00%	

SECTION VI
C

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE THIRD AMENDED AND RESTATED COOPERATIVE AGREEMENT AMONG THE CITY OF BELTON, MISSOURI, GROUP BELTON, LLC, ASSIGNEE OF CROSSROADS AT BELTON, LLC, AND THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, on December 14, 2010, by Ordinance No. 2010-3673, the City Council authorized the execution of the Cooperative Agreement among the City, Crossroads at Belton, LLC, and the Y Highway Market Place Community Improvement District ("District"), which Agreement was dated March 8, 2011 (the "Original Agreement");

WHEREAS, on July 24, 2012, the parties entered into the First Amendment to Y Highway Market Place Community Improvement District Cooperative Agreement;

WHEREAS, on April 23, 2013, the parties entered into the Second Amendment to Y Highway Market Place Community Improvement District Cooperative Agreement;

WHEREAS, on August 29, 2014, the rights, duties and obligations of Crossroads at Belton LLC under the Original Agreement, as amended, were assigned to Group Belton, LLC; and

WHEREAS, the parties wish to further amend the Original Agreement and restate the entire Original Agreement, as amended.

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

SECTION 1. That the Third Amended and Restated Cooperative Agreement, attached hereto as **Exhibit A**, is approved.

SECTION 2. That the Mayor of the City is authorized and directed to enter into the Third Amended and Restated Cooperative Agreement on behalf of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this _____ day of _____, 2015.

Mayor Jeff Davis

Approved this _____ day of _____, 2015.

Mayor Jeff Davis

Approved as to form and legality:

City Attorney

ATTEST:

Patricia Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS.
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2015, and thereafter adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia Ledford, City Clerk
of the City of Belton, Missouri

Exhibit A to Ordinance No. 2015-_____

**THIRD AMENDED AND RESTATED Y HIGHWAY MARKET PLACE
COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT**

See following pages

THIRD AMENDED AND RESTATED

COOPERATIVE AGREEMENT

among the

CITY OF BELTON, MISSOURI,

Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT,

and

GROUP BELTON, LLC, ASSIGNEE OF CROSSROADS AT BELTON, LLC

dated as of

June _____, 2015

Table of Contents

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS	2
Section 1.1 Recitals and Exhibits	2
Section 1.2 Definitions	2
ARTICLE 2: REPRESENTATIONS	4
Section 2.1 Representations by the District	4
Section 2.2 Representations by the City	5
Section 2.3 Representations by Developer	6
ARTICLE 3: COLLECTION OF FUNDS	6
Section 3.1 Imposition of District Sales Tax	6
Section 3.2 Administration and Collection of the District Sales Tax	6
Section 3.3 Administrative Fee for District Sales Tax Administration by the City	7
Section 3.4 District Operating Costs	7
Section 3.5 Enforcement of the District Sales Tax	7
Section 3.6 Distribution of the District Sales Tax Revenue	8
Section 3.7 Records of the District Sales Tax	9
Section 3.8 Repeal of the District Sales Tax	9
ARTICLE 4: FINANCING DISTRICT PROJECTS	10
Section 4.1 Design and Construction of District Projects	10
Section 4.1.1 Public Bidding, Posting Bonds and Prevailing Wage	10
Section 4.2 Financing the District Projects	10
Section 4.3 Certificates of Completion and CID Eligible Costs	10
Section 4.4 Ownership and Maintenance of District Projects	11
Section 4.5 Annual Budget	12
Section 4.6 New District Projects	12
Section 4.7 District Services	12
Section 4.8 Issuance of Obligations	12
Section 4.9 Payment of Interest Costs	13
A. Third Party Borrowing	13
B. Affiliate Borrowing	13
C. Developer Equity and City Funding	13
D. Interest Calculation	13
ARTICLE 5: SPECIAL COVENANTS	14
Section 5.1 Records of District	14
Section 5.2 Records of the City	14
Section 5.3 Consents by Tenants and Transferees	14
Section 5.4 Developer's Obligations to the City under Bond or Surety	15
ARTICLE 6: DEFAULTS AND REMEDIES	15
Section 6.1 Events of Default	15
Section 6.2 Remedies on Default	15
Section 6.3 Rights and Remedies Cumulative	16
Section 6.4 Waiver of Breach	16
Section 6.5 Excusable Delays	16
ARTICLE 7: MISCELLANEOUS	16

Section 7.1 Effective Date and Term.....16
Section 7.2 Immunities16
Section 7.3 Modification17
Section 7.4 Applicable Law.....17
Section 7.5 Validity and Severability17
Section 7.6 Execution of Counterparts17
Section 7.7 City Approvals.....17
Section 7.8 District Approvals.....17
Section 7.9 Developer Approvals17
Section 7.10 Relationship of Parties17
Section 7.11 City's and District's Legislative Powers.....17

THIRD AMENDED AND RESTATED COOPERATIVE AGREEMENT

THIS THIRD AMENDED AND RESTATED COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of June, 2015, among the CITY OF BELTON, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri ("City"), the Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision ("District"), and GROUP BELTON, LLC, assignee of CROSSROADS AT BELTON, LLC, a Missouri limited liability company ("Developer") (the City, District and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, on December 14, 2010, the City Council passed Ordinance No. 2010-3673, pursuant to which the City approved the Petition to the City of Belton, Missouri for the creation of the District ("Petition") on 17 acres of property generally located at the northeast corner of Missouri Y Highway and Missouri State Highway 58 including that portion of the Missouri Y Highway right-of-way immediately adjacent thereto. Ordinance No. 2010-3673 also authorized the execution of this Agreement;

WHEREAS, on December 14, 2010, the City Council passed Ordinance No. 2010-3672, pursuant to which the City: (i) approved the Y Highway Market Place Tax Increment Financing Plan ("TIF Plan"); (ii) found that the area described in the TIF Plan ("Redevelopment Area") was a blighted area pursuant to the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 *et seq.* ("TIF Act"); (iii) selected Developer as the developer designated to implement the TIF Plan; (iv) approved the Tax Increment Financing Contract between the City and Developer dated January 5, 2011 ("TIF Contract"), for the implementation of the TIF Plan;

WHEREAS, on February 25, 2011, the District passed Resolution No. 2011-04, pursuant to which the District authorized the execution of this Agreement; and

WHEREAS, on March 8, 2011, a Cooperative Agreement was entered into between the City, the District and Crossroads at Belton, LLC (the "Original Parties") setting forth the respective duties and obligations with respect to the administration, enforcement and operation of the District Sales Tax and the funding of the District Projects therefrom (the "Original Agreement"); and

WHEREAS, on the 24th day of July, 2012 the Original Parties entered into the First Amendment to Y Highway Marketplace Community Improvement District Cooperative Agreement for the purpose of amending Section 4.8A of the Original Agreement; and

WHEREAS, on April 23, 2013 the Original Parties entered into the Second Amendment to Y Highway Marketplace Community Improvement District Cooperative Agreement for the purpose of amending Section 5.1 of the Original Agreement; and

WHEREAS, on the 29th day of August, 2014, the rights, duties and obligations of Crossroads at Belton, LLC under the Original Agreement, as amended were assigned to Group Belton, LLC; and

WHEREAS, the parties wish to further amend the Original Agreement by amending Section 3.6 and restating the entire Original Agreement as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this **Section**, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. All capitalized words or terms used in this Agreement and defined in the TIF Contract shall have the meaning ascribed to them in the TIF Contract. In addition thereto and in addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this **Section** unless the context in which such words and terms are used clearly requires otherwise:

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

"Administrative Fee" means that amount of the District Sales Tax Revenue that the City shall receive as compensation for performing the administration obligations set forth in this Agreement.

"Board" means the Board of Directors of the District.

"CID Act" means the Missouri Community Improvement District Act, R.S.Mo. §§ 67.1401, *et seq.*

"CID Eligible Costs" means, all actual and reasonable costs and expenses which are incurred by or at the direction of the City, District or Developer with respect to construction of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Projects that is constructed or undertaken by the City, District or Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Projects, including, but not limited to, the following:

- (1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of

architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the District Projects and all actual and reasonable costs for the oversight of the completion of the District Projects; and

- (2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Projects and which may lawfully be paid or incurred under the CID Act.

"CID Revenue" means that portion of the District Sales Tax Revenue that is not allocated as Economic Activity Taxes to the Special Allocation Funding pursuant to the TIF Act and TIF Contract.

"City Council" means the governing body of the City.

"Debt Service," the amount required for the payment of interest and principal on Obligations as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the Obligations to retire or secure the Obligations.

"District Projects" means: (i) the improvement and widening of that portion of Missouri Y Highway included within the District into a four-lane divided roadway including signalization ("Y Highway Redevelopment Project"); (ii) construction of that portion of Givan Avenue that is within the District Area; (iii) construction of all other public improvements and infrastructure located within the District Area; and (iv) remediation of the blighting conditions burdening the District Area through implementation of the above-enumerated projects and development of the District Area site. Further description of the costs estimated to be incurred in the implementation of District Projects is set forth in **Exhibit A**.

"District Sales Tax" means the one percent (1%) sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act.

"District Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or state regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Costs" means those costs incurred as a result of issuing one or more series of Obligations to pay all or any portion of CID Eligible Costs incurred or estimated to be incurred, including but not limited to interest, loan fees, capitalized interest, legal fees, financial advisor fees, broker fees or discounts, printing, bond insurance, interest and other costs related to such financing.

"Obligations" means loans, bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued to pay all or any portion of the TIF Reimbursable Project Costs and/or CID Eligible Costs incurred or estimated to be incurred, to pay for Financing Costs, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations.

"Operating Costs" means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, financial auditing services, insurance, enforcement and collection of the District Sales Tax, and other consultants or services. Operating Costs shall specifically include costs incurred by the City for legal fees in review of the documents necessary for establishment of the district, imposition of the sales tax and negotiation of this Agreement, to the extent these costs have not been paid in accordance with a funding agreement between City and the Developer.

"Project Budget" means the budget attached hereto as **Exhibit A** which sets forth those costs estimated to be incurred in the implementation of District Projects, and the maximum amount of CID Eligible Costs which may be funded or reimbursed from CID Revenue or other Public Finance Revenue.

"Public Finance Revenue" means TIF Revenue, CID Revenue and City's Shared Sales Tax Revenue.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 *et seq.*, as amended.

"TIF Contract" means the Tax Increment Financing Contract between the City of Belton, Missouri and Caymus Real Estate, LLC for the Y Highway Market Place Tax Increment Financing Redevelopment Plan dated January 5, 2011.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and construction of the District Projects are of significant value to the District, the property within the District and the general public. The District finds and determines that the District Projects are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose by remediating blighting conditions and by promoting the economic welfare and the development of the City of Belton and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the District Area; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the District Projects conform to the purposes of the CID Act.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City's Mayor has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer which are material to or impact the District or the District Projects. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is, to its knowledge, in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the District Sales Tax. Prior to the execution of this Agreement, on February 25, 2011, the Board adopted Resolution No. 2011-03, which imposes the District Sales Tax. The District Sales Tax was approved by the qualified voters of the District on _____, 20__.

Section 3.2. Administration and Collection of the District Sales Tax. The District Sales Tax shall be collected by the Missouri Department of Revenue ("DOR") as provided in the CID Act. The District shall notify the DOR that the District Sales Tax Revenue shall be deposited with the City as the agent of the District. The City shall receive from the DOR the District Sales Tax Revenue, which shall be deposited by the City in a special trust account, and shall be used to make those distributions and payments set forth in **Section 3.6**, in the order of priority set forth in **Section 3.6**. All District Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The City agrees to perform for the District all other

functions incident to the administration and enforcement of the District Sales Tax, pursuant to the CID Act and this Agreement. The District has enacted, or will enact, resolutions that (i) impose the District Sales Tax (subject to qualified voter approval), (ii) authorize the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax, including the costs associated with obtaining an annual independent financial audit of the District Sales Tax Revenue receipts and disbursements, and (iii) prescribe any required forms and administrative rules and regulations for reporting the District Sales Tax. The District may amend the forms, administrative rules and regulations applicable to the administration, enforcement and operation of the District Sales Tax, as needed.

Section 3.3. Administrative Fee for District Sales Tax Administration by the City.

A. From the effective date of this Agreement until the expiration of the last day of the City's 2012/2013 Fiscal Year, the City shall receive an Administrative Fee for administering the District Sales Tax in the amount of two percent (2%) of the total District Sales Tax Revenue. After the expiration of the last day of the City's 2012/2013 Fiscal Year the City shall receive an Administrative Fee for administering the District Sales Tax in the amount of one percent (1%) of the total District Sales Tax Revenue. For purposes of the calculation of the Administrative Fee, the total District Sales Tax Revenue shall include that portion of the District Sales Tax Revenue that is collected and deposited in the Special Allocation Fund as an Economic Activity Tax pursuant to the TIF Act.

B. In the event that there are insufficient District Sales Tax Revenue funds in any fiscal year to generate a sufficient Administrative Fee to cover the actual costs incurred by the City with respect to the administration of the District Sales Tax in any such fiscal year, any unpaid Administration Fee or portion thereof shall be shall be paid by the Developer, who may seek reimbursement of same as a CID Eligible Cost in accordance with this Agreement.

Section 3.4. District Operating Costs.

A. The City, on behalf of the District, shall pay for the Operating Costs of the District from District Sales Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in **Section 4.5**. In the course of performing the administrative duties set forth in **Section 3.2**, the City may incur Operating Costs for the District, which shall be paid or reimbursed from District Sales Tax Revenue.

B. In the event that there are insufficient funds generated by District Sales Tax Revenue in any fiscal year to cover the Operating Costs, the Operating Costs shall be paid by the Developer, who may seek reimbursement of same as a CID Eligible Cost in accordance with this Agreement.

Section 3.5. Enforcement of the District Sales Tax. The District authorizes the City, to the extent permitted by law, to take all actions necessary for collection and enforcement of the District Sales Tax, and the City agrees to use its reasonable best efforts to collect and enforce the same. To the extent required by the DOR, the City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the

District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

Section 3.6. Distribution of the District Sales Tax Revenue. The District and the City shall have no obligation to reimburse Developer, and no disbursements of the District Sales Tax Revenue from the special trust account will be made, for CID Eligible Costs not financed by Obligations until a Reimbursement Certificate has been approved (as described in Section 4.3) and until sufficient District Sales Tax Revenue has been collected and is available for payment to Developer. Subject to annual appropriation by the District and the terms of the trust indenture and other documents governing the issuance of Obligations, the City, on behalf of the District, shall disburse on a monthly basis the District Sales Tax Revenue in the following order of priority:

A. Pursuant to the TIF Act, TIF Plan and TIF Contract, for so long as the Redevelopment Projects are activated for tax increment financing, one-half (1/2) of the District Sales Tax Revenue which is generated within a Redevelopment Project Area will be allocated as Economic Activity Taxes and deposited by the City into the Special Allocation Fund, which funds shall then be subject to distribution pursuant to the TIF Act, TIF Plan and TIF Contract.

B. The City shall distribute to itself the Administrative Fee, as described in **Section 3.3**, which shall be calculated as the applicable percentage of the total District Sales Tax Revenue collected each month, including any portion that is captured as Economic Activity Taxes in **Subsection A** above.

C. The City shall pay the approved Operating Costs of the District, or reimburse those parties which have incurred approved Operating Costs, as described in **Section 3.4**.

D. The City shall pay scheduled Debt Service on Obligations, if any, to the extent those Obligations financed CID Eligible Costs, but only with District Sales Tax Revenue that was pledged to any particular Obligations under the trust indenture and/or other documents associated with the issuance of such Obligations (e.g., if the trust indenture for certain Obligations pledged only the District Sales Tax Revenue generated within Project Area 1, District Sales Tax Revenue generated within other project areas shall not be distributed to such Obligations under this Subsection D).

E. The City shall make payment of arbitrage rebate owed with respect to the Obligations, if any, to the extent those Obligations financed CID Eligible Costs, under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate, but only with District Sales Tax Revenue that was pledged to any particular Obligations under the trust indenture and/or other documents associated with the issuance of such Obligations.

F. The City shall make payment of fees and expenses owing to any trustee for the Obligations, if any, to the extent those Obligations financed CID Eligible Costs, upon delivery to the City of an invoice for such amount, but only with District Sales Tax Revenue that was

pledged to any particular Obligations under the trust indenture and/or other documents associated with the issuance of such Obligations.

G. The City shall make payment of Obligations in advance of their stated maturity, to the extent those Obligations financed CID Eligible Costs and to the extent permitted by the CID Act, but only with District Sales Tax Revenue that was pledged to any particular Obligations under the trust indenture and/or other documents associated with the issuance of such Obligations, and only where such early redemption of Obligations is permitted without penalty or premium under the indenture and other documents associated with the Obligations.

H. The City shall make payments to Developer and the City as reimbursement for costs previously incurred according to the specified amounts and order of priority set forth in Section 21.C. of the TIF Contract, as may be amended from time to time.

I. Following the approval of a Reimbursement Certificate as described in **Section 4.3**, the City shall pay approved CID Eligible Costs, or reimburse those parties which have incurred approved CID Eligible Costs, to the extent such costs have not been paid or reimbursed from the proceeds of Obligations or otherwise hereunder or under the TIF Contract.

Section 3.7. Records of the District Sales Tax. The City shall keep accurate records of the District Sales Tax Revenue collected and copies of such records shall be made available to the District. Any City records pertaining to the District Sales Tax shall be provided to the District, upon written request of the District, as permitted by law.

Section 3.8. Repeal of the District Sales Tax. Subject to the limitations of the CID Act, and the ability of the District to extend the District Sales Tax and the District, upon that date which is the earlier of (1) the date all amounts payable from, or to become payable from, the District Sales Tax Revenue have been fully paid; or (2) twenty-three (23) years following the activation of Tax Increment Financing within the last-activated Redevelopment Project Area within the District Area, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved other projects pursuant to the CID Act and this Agreement. The City's obligation to perform for the District all functions incident to the administration, collection, enforcement and operation of the District Sales Tax shall terminate concurrently with the repeal of the District Sales Tax. Upon repeal of the District Sales Tax, the City shall:

A. Retain the City's Administrative Fee, if applicable, to which it is entitled in accordance with this Agreement.

B. Pay all outstanding Operating Costs from available District Sales Tax Revenue.

C. Retain any remaining District Sales Tax Revenue until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1. Design and Construction of District Projects. The District's primary role is to assist in the funding of the District Projects. The District Projects shall be designed and constructed by or at the direction of City and/or Developer, pursuant to the terms of the TIF Contract, subject to Applicable Laws and Requirements, and the District shall have no obligation to design and construct the District Projects. The District Projects shall be designed and constructed on a schedule to be determined by City and Developer in accordance with the TIF Contract.

Section 4.1.1 Public Bidding, Posting Bonds and Prevailing Wage To the extent Developer or contractors on behalf of Developer shall cause the design and construction of the District Projects, Developer, to the extent it is acting as Agent of the District, shall comply with all Applicable Laws and Requirements, including where and if applicable, public bidding, the posting of bonds and the payment of prevailing wages pursuant to the Prevailing Wage Act (R.S.Mo. §§ 290.210 *et seq.*) to contractors or subcontractors of Developer. Developer shall indemnify and hold harmless the City and the District for any damage resulting to either from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

Section 4.2. Financing the District Projects.

A. Except for the Y Highway Redevelopment Project, Developer shall provide or cause to be provided the initial financing of the District Projects, and shall be eligible for reimbursement of the same from CID Revenue subject to the terms of the TIF Contract and this Agreement. With regard to the Y Highway Redevelopment Project, Developer shall provide \$1,400,000 to the City for the Y Highway Redevelopment Project's initial funding, and shall be eligible for reimbursement of such amount plus interest (subject to the limitations of **Section 4.9**) from CID Revenue pursuant to the terms of the TIF Contract and this Agreement. The City shall provide the balance of initial financing required to implement the Y Highway Redevelopment Project, and shall be eligible for reimbursement of \$1,600,000, plus Financing Costs and interest (subject to the limitations of **Section 4.9**), from CID Revenue pursuant to the terms of the TIF Contract and this Agreement.

B. The District pledges, subject to annual appropriation, the use of CID Revenue to fund District Projects in accordance with the priority of distributions set forth in **Section 3.6**. The District may, with the prior consent of the City, issue or incur debt or other obligations to finance the District Projects.

Section 4.3. Certificates of Completion and CID Eligible Costs.

A. With respect to CID Eligible Costs not funded or reimbursed by the proceeds from Obligations, Developer or City may at any time submit to the City, as the agent of the District in accordance with this Agreement, a Certificate of CID Eligible Costs ("Reimbursement Certificate"), using substantially the form attached as **Exhibit B**, for such costs incurred by Developer or City. Developer and City as appropriate shall provide itemized invoices, receipts or other information, if any, to confirm that any submitted cost has been so incurred, qualifies as

a CID Eligible Cost, and has not already been funded or reimbursed from Public Finance Revenues pursuant to the TIF Contract. If the City determines, in its reasonable discretion, that the costs submitted for reimbursement are CID Eligible Costs and have not been previously reimbursed from Public Finance Revenue, then the City shall approve the Reimbursement Certificate and the amounts stated therein for payment from the CID Revenue in accordance with this Agreement. If the City determines to not approve the Reimbursement Certificate for payment, the City shall notify the Developer in writing within sixty (60) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Eligible Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the City determines does not qualify as a CID Eligible Cost.

B. Cost Overruns. No Reimbursement Certificate will be approved if it exceeds the Total Cost as set out in the applicable "Cost Category" of the Project Budget. For purposes of this analysis, the following shall be deemed to be the "Cost Categories" for Project 1: (i) Site Development Costs; (ii) Givan Avenue Costs; (iii) Y Highway design and construction; (iv) Turn Lane Costs; and (v) Stormwater Basin Costs. For Project 2, "Site Development Costs" shall be the only "Cost Category." Additionally, no Reimbursement Certificate will be approved if it causes the total principal amount of the CID Eligible Costs to exceed the total maximum reimbursable amounts set out within the Project Budget which are as follows: (i) City Initial Administrative Costs: \$200,000; (ii) Project 1 Costs: \$3,250,000; (iii) Project 1 Y Highway Design and Construction: \$1,400,000 to Developer and \$1,600,000 to City; and (iv) Project 2 Costs: \$425,000.

C. With respect to CID Eligible Costs funded or reimbursed by the proceeds from Obligations, reimbursement to Developer and City shall be made in accordance with the terms and provisions of the trust indenture, agreements and documents governing the Obligations.

D. Upon substantial completion of all or a portion of the District Projects, Developer and/or City shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit C** ("Completion Certificate"). If the City, as the agent of the District in accordance with this Agreement, determines, in its reasonable discretion, that the portion of the District Projects submitted for certification have been completed in accordance with this Agreement and all relevant codes, regulations, statutes and laws, then the City shall approve the Completion Certificate. If the City determines to not approve the Completion Certificate, the City shall notify Developer as appropriate in writing within sixty (60) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

Section 4.4. Ownership and Maintenance of District Projects. The District's primary role is to fund and assist in the funding of the District Projects. The District shall have no ownership of the District Projects, and title to the District Projects shall remain in the name of its current owners, including, *inter alia*, MoDOT, the City, Developer, and their respective

successors and assigns. The District shall not be responsible for maintenance of the District Projects.

Section 4.5. Annual Budget. The budget for capital and operating expenses for the District's first fiscal year shall be prepared and submitted to the City Treasurer within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for capital and operating expenses for the upcoming fiscal year to the City Treasurer, for the City's review and approval, which shall then be approved by the Board. Each budget for the District shall generally be prepared in accordance with all applicable State statutes including R.S.Mo. § 67.010, as amended. Any amendments to the District's annual budget shall be subject to the approval of the City as described in this **Section**.

Notwithstanding the above, the City shall not have the right to approve the District's budgets after the CID Eligible Costs have been paid in full and any and all Obligations issued to fund CID Eligible Costs have been satisfied and retired.

Section 4.6. New District Projects. The District may use District Sales Tax Revenue, as such revenues are available, to pay project costs for new District Projects which have been approved in accordance with the CID Act and the approval of the City Council. The District shall not undertake new District Projects without the prior approval of the City Council. Payment of the costs of any such new District Projects shall be paid on the same priority as exists for CID Eligible Costs, in such relative proportion with CID Eligible Costs for the current District Projects as is determined at the time of the approval of such new District Projects.

Section 4.7. District Services. It is anticipated that the District will not undertake the provision of district services, as authorized in R.S.Mo. § 67.1461, until the District Projects have been completed, all CID Eligible Costs have been paid or reimbursed, and all Obligations issued to fund CID Eligible Costs have been satisfied and retired.

Section 4.8. Issuance of Obligations.

A. As set forth in the TIF Contract, one or more series of Obligations may be issued in conjunction with the reimbursement of or direct payment of TIF Reimbursable Project Costs, including CID Eligible Costs. In the event proceeds from such Obligations will be utilized to fund or reimburse CID Eligible Costs, the Obligations will be subject to the following. The City shall take all necessary action to place a request for the issuance of Obligations before the Council. Subject to review and standard procedure, the City shall, in its sole discretion, consider such request to authorize the issuance of Obligations as provided for in the TIF Act and CID Act. Obligations shall be issued in an amount, on terms, at an interest rate or rates determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by City in its sole discretion. The underwriter(s) for any Obligations shall be selected by City. City shall solicit input from Developer and District as it relates to all components of the issuance of the Obligations in an effort to maximize the size of the issuance.

B. As an alternative to the District pledging CID Revenue toward the Debt Service of Obligations which are serviced by Public Finance Revenue, the District with the consent of the City may issue one or more series of Obligations in conjunction with the reimbursement of or direct payment of CID Eligible Costs ("CID Obligations"). CID Obligations, if issued, shall be issued in an amount, on terms and at an interest rate or rates determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by City and the District. The underwriter(s) for any CID Obligations shall be selected collectively by City and the District. The City, the District and the Developer shall have right, power and authority to determine the amount, terms, interest rate or rates and other terms and conditions of the CID Obligations. Proceeds of the CID Obligations may be used to reimburse City or Developer for funds advanced, if any, together with interest (subject to limitations on interest set forth in **Section 4.9**) from the date said funds were advanced, to fund CID Eligible Costs.

Section 4.9 Payment of Interest Costs.

A. Third Party Borrowing. In the event Developer incurs interest expense on amounts Developer was loaned to fund CID Eligible Costs from a non-Affiliate third party in an arms-length transaction, Developer shall be entitled to the reimbursement from available CID Revenue for the actual interest costs incurred by Developer, substantiated by documentation submitted by Developer to the City and certified pursuant to **Section 4.3**, at an interest rate that is not in excess of the prime rate established by Commerce Bank, N.A. (the "Prime Rate"), plus three percent (3%). Notwithstanding the foregoing, the maximum rate of interest may not exceed six percent (6%).

B. Affiliate Borrowing. In the event Developer incurs interest expense on amounts Developer was loaned to fund CID Eligible Costs from an Affiliate of Developer, Developer shall be entitled to the reimbursement from available CID Revenue for the actual interest costs incurred by Developer, substantiated by documentation submitted by Developer to the City and certified pursuant to **Section 4.3**, at an interest rate that is not in excess of the Prime Rate, plus one-half percent (0.5%). For the purposes of this **Subsection**, "affiliate" shall have the meaning provided by Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended. Notwithstanding the foregoing, the maximum rate of interest may not exceed six percent (6%).

C. Developer Equity and City Funding. In the event Developer utilizes its own equity to fund CID Eligible Costs, or the City advances funds to finance CID Eligible Costs, Developer and City shall be entitled to the reimbursement of an interest amount on such advanced funds from available CID Revenue in an amount equal to six percent (6%) per annum on CID Eligible Costs actually incurred by Developer and City as appropriate, substantiated by documentation submitted to the City and certified pursuant to **Section 4.3**, from the date actually incurred until repaid, with all interest compounded annually to the extent there is inadequate CID Revenue to pay certified and accrued interest. Notwithstanding anything to the contrary contained in this Agreement, the \$425,000 in Project 2 CID Eligible Costs shall not accrue interest. Only the principal amount of \$425,000 shall be deemed a CID Eligible Cost.

D. Interest Calculation. For purposes of calculating interest expenses, Developer and City shall certify their actual interest expense pursuant to **Section 4.9** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any

advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District. The City shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the District such information as it may request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this agreement have been met. In addition, the City shall furnish, on behalf of the District, annual financial statements of the District for each fiscal year no later than June 30th following the end of such fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 5.2. Records of the City. The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the costs of the District Projects. Such records shall be available for inspection by the District upon reasonable notice.

Section 5.3. Consent by Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases of property in the District Area entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the Y Highway Market Place Community Improvement District ("District") created by Belton, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's sales activities occur within the District, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District, and the City as the agent of the District, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by

Developer with purchasers of property located within the District, requiring said sales information be provided to the City.

B. Promptly following the execution of any lease for real property within the District, Developer shall provide a certification to the City, signed by Developer and such tenant, confirming that the lease includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its CID Eligible Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. Developer, to the maximum extent reasonably possible, shall enforce the lease/sales contract obligation set forth in paragraph A of this **Section** and shall, to the maximum extent reasonably possible, require any purchaser, lessee or other transferee or possessor of the property within the District, to provide to the City a copy of their Missouri sales tax returns. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser, lessee or other transferee or possessor from Developer as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District.

Section 5.4. Developer's Obligations to the City under Bond or Surety. The Parties agree that:

A. The District Projects, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, or the TIF Contract, does not diminish the consideration to the District as recited in **Section 2.1**.

B. In the event that the City constructs or causes to be constructed any portion of the District Projects pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, or the TIF Contract, then the City shall be entitled to reimbursement from the District for such CID Eligible Costs that are not paid or reimbursed to the City under such bond or surety.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing following the expiration of any cure provisions herein, then such event or events shall constitute an Event of Default under this Agreement:

A. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in

equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the District due to an Event of Default, costs incurred by the City for such enforcement shall be deemed District Operating Costs.

Section 6.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the District Sales Tax as provided in **Section 3.8**, and the abolishment of the District in accordance with R.S.Mo. § 67.1481, and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law.

Section 7.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 7.5. Validity and Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.6. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.7. City Approvals. Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

Section 7.8. District Approvals. Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board.

Section 7.9. Developer Approvals. Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the Managing Member of Developer or his/her designee without the necessity of any action by the members of the Developer.

Section 7.10. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the City, Developer and/or District.

Section 7.11. City's and District's Legislative Powers. Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Contract. Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority of District.

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF BELTON, MISSOURI

By: _____
Jimmy Odom, Mayor

ATTEST:

Patricia Ledford, City Clerk

DEVELOPER:

CROSSROADS AT BELTON, LLC

By: _____
_____, Managing Member

CID:

Y HIGHWAY MARKET PLACE
COMMUNITY IMPROVEMENT
DISTRICT

By: _____

ATTEST:

_____, District Secretary

EXHIBIT A
PROJECT BUDGET

Y Highway Market Place CID Budget

CID BUDGET			
CITY ADMINISTRATIVE COSTS			
Item No.	Description	Total Cost	CID Eligible Expense
1	City Initial Administrative Costs	\$ 50,000	\$ 50,000
2	City Ongoing Administrative Costs (4)	\$ 150,000	\$ 150,000
	Subtotal - City Administrative Costs	\$ 200,000	\$ 200,000
PROJECT 1			
Lots 1-6 Site Development Construction Costs			
Item No.	Description	Total Cost	CID Eligible Expense
1	Storm Sewer Pipe	\$ 197,107	\$ 197,107
2	Curb Inlets and Storm Sewer Manholes	\$ 82,553	\$ 82,553
3	Storm Sewer 15"-18"	\$ 24,078	\$ 24,078
4	Yard Inlets Included with Storm Structures	\$ 8,026	\$ 8,026
5	Trench Rock Excavation	\$ 34,397	\$ 34,397
6	8" PVC San. Sewer Main	\$ 22,702	\$ 22,702
7	Sanitary Manhole	\$ 10,319	\$ 10,319
8	6" San Service Line	\$ 7,189	\$ 7,189
9	Connect to Ex San Manhole	\$ 4,300	\$ 4,300
10	8" DIP water Line	\$ 50,827	\$ 50,827
11	6" DIP water Line	\$ 16,052	\$ 16,052
12	3" DIP water Line	\$ 14,332	\$ 14,332
13	Bend/ Fittings/ Valves/ Testing	\$ 12,612	\$ 12,612
14	Fire Hydrants	\$ 18,345	\$ 18,345
15	Area Grading - 6" Stripping	\$ 44,378	\$ 44,378
16	Area Grading - Cut	\$ 132,429	\$ 132,429
17	Area Grading - Fill	\$ 21,279	\$ 21,279
18	Finish Grade Site	\$ 52,051	\$ 52,051
19	Building Pad Grading	\$ 17,830	\$ 17,830
20	Pavement Grading	\$ 18,447	\$ 18,447
21	22" Aggregate Stabilization	\$ 122,969	\$ 122,969
22	Erosion Control	\$ 33,250	\$ 33,250
23	Survey	\$ 17,199	\$ 17,199
24	Mobilization and Management	\$ 74,527	\$ 74,527
25	Segmental Block Retaining Wall	\$ 133,002	\$ 133,002
26	Parking Light Poles	\$ 146,761	\$ 146,761
27	8" Reinforced Conc Pavement	\$ 140,856	\$ 140,856
28	Concrete Sidewalks	\$ 48,443	\$ 48,443
29	2' Concrete Curb and Gutter	\$ 95,076	\$ 95,076
30	8" Heavy Duty Asphalt	\$ 266,233	\$ 266,233
31	6" Light Duty Asphalt	\$ 298,108	\$ 298,108
32	Striping and Signage/Traffic Control	\$ 8,026	\$ 8,026
33	4" PVC Tele-Com Conduit (SCH 40)	\$ 49,302	\$ 49,302
34	Transformers	\$ 8,599	\$ 8,599
35	Sectionalizers	\$ 4,586	\$ 4,586
36	4" PVC Elect Conduit (SCH 40)	\$ 38,983	\$ 38,983
37	Conc Encased UP Conduit Under Pvmnt	\$ 13,759	\$ 13,759
38	Rain Garden	\$ 75,673	\$ 75,673
39	Landscaping	\$ 91,725	\$ 91,725
40	Seeding	\$ 5,733	\$ 5,733
41	6' Vinyl Privacy Fence	\$ 30,269	\$ 30,269
42	Miscellaneous Costs	\$ 6,038	\$ 6,038
43	Monument Sign	\$ 50,000	\$ 50,000
	Subtotal - Site Development Costs	\$ 2,548,372	\$ 2,548,372

Y Highway Market Place CID Budget

Givan Avenue Construction			
Item No.	Description	Total Cost	CID Eligible Expense
1	Rip Rap	\$ 17,199	\$ 17,199
2	2 ea. 6' X 6' RCB	\$ 290,655	\$ 290,655
3	Flowable Fill Under Public Street	\$ 20,793	\$ 20,793
4	Roadway Site Prep - 6" Striping	\$ 6,421	\$ 6,421
5	Road Grading Excess Cut from Site	\$ 2,017	\$ 2,017
6	Roadway Grading - Fill	\$ 12,166	\$ 12,166
7	Finish Grade Site	\$ 8,926	\$ 8,926
8	Pavement Grading	\$ 3,655	\$ 3,655
9	12" Flyash Stabilized Subgrade	\$ 17,362	\$ 17,362
10	9" Asphalt Concrete Pavement	\$ 109,658	\$ 109,658
11	Striping, Signage & Traffic Control	\$ 6,306	\$ 6,306
12	Concrete Drive/Approach	\$ 6,449	\$ 6,449
13	2' Concrete Curb and Gutter	\$ 21,216	\$ 21,216
14	5' Concrete Sidewalk	\$ 12,111	\$ 12,111
15	8" DIP Water Lane (Public)	\$ 24,881	\$ 24,881
16	Fire Hydrants	\$ 3,669	\$ 3,669
17	Bend/ Fittings/ Valves/ Testing (Public)	\$ 3,440	\$ 3,440
18	Survey	\$ 5,733	\$ 5,733
19	Seeding	\$ 5,733	\$ 5,733
20	Mobilization and Management	\$ 22,931	\$ 22,931
21	City Inspection/Review Fee	\$ 34,397	\$ 34,397
22	Miscellaneous Costs	\$ 1,774	\$ 1,774
	Subtotal - Givan Avenue Costs	\$ 637,492	\$ 637,492

Y Highway Design and Construction			
Item No.	Description	Total Cost	CID Eligible Expense
1	Y Highway Design and Construction	\$ 3,000,000	
	Subtotal - Y Highway Costs	\$ 3,000,000	\$ 3,000,000
	PROJECT 1 TOTAL	\$	\$ 6,385,864

PROJECT 2			
Lots 2-6 Site Development Construction Costs			
Item No.	Description	Total Cost	CID Eligible Expense
1	22" Aggregate Stabilization	\$ 110,698	\$ 110,698
2	Concrete Drive/Approach	\$ 6,449	\$ 6,449
3	Concrete Curb & Gutter	\$ 28,894	\$ 28,894
4	Concrete Sidewalks	\$ 21,226	\$ 21,226
5	Vault/BFP/Sump Pump/Electrical 6"	\$ 58,475	\$ 58,475
6	8" Heavy Duty Asphalt	\$ 329,850	\$ 329,850
7	6" Light Duty Asphalt	\$ 42,423	\$ 42,423
8	Striping, Signage & Traffic Control	\$ 5,733	\$ 5,733
9	Rain Garden	\$ 27,747	\$ 27,747
10	Landscaping	\$ 64,208	\$ 64,208
11	Miscellaneous Costs	\$ 46,470	\$ 46,470
	Subtotal - Site Development Costs	\$ 742,174	\$ 742,174
	PROJECT 2 TOTAL	\$	\$ 742,174
	PROJECT 1 AND PROJECT 2 TOTAL	\$	\$ 7,128,037

EXHIBIT B

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID ELIGIBLE COSTS

To: Financial Services Director, City of Belton, Missouri

Copy: City Manager, City of Belton, Missouri
Chairman, Y Highway Market Place Community Improvement District

Re: Certification of Y Highway Market Place CID Eligible Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 20__ (the "Agreement") between the City of Belton, the Y Highway Market Place Community Improvement District, and Caymus Real Estate, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Eligible Cost and was incurred in connection with the construction of the District Projects.

2. These CID Eligible Costs have been paid by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the District Sales Tax or other Public Finance Revenue, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

6. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Eligible Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Eligible Costs for payment hereunder.

8. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20 ____.

[DEVELOPER _____]

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____:

FINANCIAL SERVICES DEPARTMENT, CITY OF BELTON, MISSOURI AS THE AGENT
OF THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

SCHEDULE 1 TO REIMBURSEMENT CERTIFICATE

Itemization of CID Eligible Costs

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Financial Services Director, City of Belton, Missouri

Copy: City Manager, City of Belton, Missouri
Chairman, Y Highway Market Place Community Improvement District

Re: Completion of Y Highway Market Place CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 20__ (the "Agreement") between the City of Belton, the Y Highway Market Place Community Improvement District, and Caymus Real Estate, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The District Projects, or the portion thereof described below, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the District Projects, or the portion thereof described below:

Portion of District Projects completed: _____.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20__.

[DEVELOPER _____]

By: _____

Name: _____

Title: _____

Approved this ____ day of _____, 20__ :

FINANCIAL SERVICES DEPARTMENT, CITY OF BELTON, MISSOURI AS THE AGENT OF THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

SECTION VI
D

BILL NO. 2015-50

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING THE CONTRACT WITH VANCE BROTHERS, INC. FOR THE 2015 STREET PRESERVATION PROJECT/CHIP SEAL IN A NOT TO EXCEED AMOUNT OF BUDGETED FUNDS.

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

Section 1. That an Agreement with Vance Brothers, Inc. for the 2015 Street Preservation Project/Surface Treatment in a not to exceed amount of budgeted funds is hereby approved on behalf of the City.

Section 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this 14th day of July, 2015.

Mayor Jeff Davis

Approved this 14th day of July, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 14, 2015

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

A quality transportation system (streets, bridges, curbs, and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented.

Staff has managed the declining revenues by keeping employee costs stable and implementing many other cost-effective measures to reduce some expenditures so that as much actual on the ground work as possible may be performed each year. The City's Transportation System continues to deteriorate at a rate that is impossible to overcome without employing different and smart maintenance methods, and increased (or new) funding streams.

The City has been using micro-seal applications for a few years now and it is an excellent application in certain conditions. Other agencies like Overland Park and Jackson County have been using hadite chip-seal to be cost-effective with excellent results.

Overlays to Towne Center and Mullen are complete and Council approved overlays to Bel-Ray Place and Cunningham Pkwy recently. There is also curb replacement contract to be considered by Council at a future meeting.

PROPOSED CITY COUNCIL MOTION:

An Ordinance Approving the 2015 Street Preservation Project/Chip Seal Contract with Vance Brothers, Inc.

BACKGROUND:

Over the past year, staff has presented information for street preservation maintenance activities that included several action items.

1. Spend preservation funding every other year. This maximizes the dollars spent.
2. Focus available resources on maintaining streets meeting current condition standards so they do not fall into the poor/failed range.
3. Provide crews with equipment that is efficient and cost effective.
4. Utilize technology to manage infrastructure and material usage.
5. Development of citizen Cost-Share Program
6. Partner with neighboring cities in developing maintenance contracts that maximize dollars.

This year's Street Preservation Program allocates carryover funding from FY2015 and this year's funding for overlay, chip sealing, and curb repair in the amount of \$725,000.

- Overlay: \$225,000
 - Mullen Road 58-new section of Markey Pkwy (completed)
 - Towne Center Drive 58 to new section (completed)
 - Bel-Ray Place
 - Cunningham Parkway approx. 1500' south of 58
- Chip Sealing: \$350,000
- Curb Repair: \$150,000 (Approximately 5000')

Staff solicited sealed bids from 9 vendors and received one bid from Vance Brother's Inc. Staff reviewed the bid and determined the quote was within estimates. Staff also checked bid results from neighboring cities and found the bid to be competitive and acceptable.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Vance Brothers Inc.
Amount of Request/Contract:	\$	Not to exceed budgeted funds
Amount Budgeted:	\$	575,000
Funding Source:		Transportation Capital Outlay 225-0000-495-7300
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval of the 2015 Street Preservation Project/Surface Treatment contract with Vance Brothers, Inc with both reads.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Vance Brothers, Inc. Agreement
- Exhibit
- Bid Tab



AGREEMENT

Contract Number 225-2015-3

Project Title 2015 Street Preservation Project / Surface Treatment

THIS CONTRACT is made and entered into between Vance Brothers, Inc.
(CONTRACTOR) as principal, and Liberty Mutual Insurance Company
(SURETY) and BELTON, MISSOURI, a Charter City in the State of Missouri, (OWNER).

OWNER, CONTRACTOR and SURETY, for and in consideration of mutual covenants hereinafter set forth, agree and bind themselves and their respective heirs, executors, administrators, successors and assigns as follows:

Sec. 1. CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents. CONTRACTOR shall furnish and pay for the Work, all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work.

Sec. 2. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the total of Bid Items 1 (the Contract Price):

For all Unit Price Work (Section A), an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the quantity of that item. The Unit Prices Bid form included in the Bid, a copy of which is attached, shall apply unless otherwise stated below. All sales and/or services will be made on purchase orders, with separate task agreements, issued by individual Participating Agencies.

Total of all Bid Unit Prices (Item Number 1: 2015 Street Preservation Project / Surface Treatment)

<u>Three Hundred Five Thousand One Hundred Thirty Dollars</u>	<u>\$305,130.00</u>
(Words)	(Figures)

and no/100---

Sec. 3. The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, and its SURETY, are identified in the General Conditions.

Sec. 4. CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

Sec. 5. CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in the Contract Documents. The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

Sec. 6. Retainage under this Contract, if any, shall be specified in the Contract Documents.

Sec. 7. CONTRACTOR agrees and guarantees to make good, at its own expense and in accordance with the instructions of OWNER, any and all faulty or defective material or workmanship which may appear in the Work in accordance with and during the period stated by the Contract Documents.

Sec. 8. SURETY guarantees that CONTRACTOR will well and truly perform the covenants contained in the Contract Documents, and will pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein, and if the cost of the Work including the cost of performing and furnishing labor, or of furnishing or incorporating equipment and materials is not paid in full by CONTRACTOR, then SURETY hereby agrees to pay for said Work including labor, use of equipment and materials, or any part thereof which is not paid by CONTRACTOR, within the time stated and in accordance with the conditions provided in SURETY's Payment Bond, which is incorporated herein by reference and this provision shall entitle any and all laborers, truck drivers, teamsters and owners of trucks, teams and wagons who may do Work, and parties who may furnish equipment or materials, on or for the improvement to be made under this Contract, to sue and recover from SURETY the amount due or unpaid to them by CONTRACTOR. SURETY hereby agrees with OWNER that CONTRACTOR shall well and faithfully perform each and all the terms and agreements in the Contract Documents to be done, kept and performed by CONTRACTOR, but SURETY shall not be liable on this guarantee on account of the materials and equipment used and labor done upon said Work beyond the sum of the Contract Price.

Sec. 9. SURETY agrees that no change, extension of time, alteration or additions to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect SURETY's obligations on this Contract and Bond, and SURETY does hereby waive notice to any such change, extension of time, alterations or additions to the Contract Documents or to the Work.

Sec. 10. This Contract is entered into by OWNER subject to authorization by the City Council and shall not be binding until so authorized, and is subject to the Federal and State Laws and the provisions of the Belton City Code and Ordinances in general that may affect same.

Sec. 11. All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

IN WITNESS WHEREOF, CONTRACTOR, SURETY and OWNER's authorized representative have hereunto set their hands and seals respectively, in execution of this Contract.

CONTRACTOR

Name, address, e-mail address and facsimile number of CONTRACTOR

Vance Brothers, Inc.
5201 Brighton Avenue
Kansas City MO 64130
816 923 6472

I hereby certify that I have authority to execute this document on behalf of CONTRACTOR.

By: Jeff Vance
Title: Vice President
Date: _____

(Attach corporate seal if applicable)



SURETY

Name, address and facsimile number of Surety:
Liberty Mutual Insurance Company

450 Plymouth Road Suite 400
Plymouth Meeting PA 19462
610 832 8240 Fax 610 832 8124

I hereby certify that I have authority to execute this document on behalf of Surety.

By: Brenda Linze
Title: Brenda L. Linze Attorney in Fact
Date: _____

(Attach seal and Power of Attorney)

BELTON, MISSOURI

Address and facsimile number of City department

Public Works Department
City Hall, 520 Main Street, Belton, Missouri 64012
Fax: (816) 322-6973

By: Jeff Davis
Title: Mayor
Date: _____

Approved as to form and legality:

City Attorney (Date)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda L. Linze of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: City of Belton MO

Surety Bond Number: 674024856

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



PERFORMANCE AND MAINTENANCE BOND

Contract Number 225-2015-3

Project Title 2015 Street Preservation Project / Surface Treatment

KNOW ALL MEN BY THESE PRESENTS: That Vance Brothers, Inc., as PRINCIPAL (CONTRACTOR), and Liberty Mutual Insurance Company (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Belton, Missouri, a Charter City in the State of Missouri, (OWNER), as obligee, in the penal sum of Three Hundred Five Thousand One Hundred Thirty Dollars ----- (\$ 305,130.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for 2015 Street Preservation Project / Surface Treatment, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, and including any maintenance requirements contained therein, according to all terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The bond must be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223)

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 580 as amended) and be authorized to transact business in Missouri.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the ____ day of _____, ____.

CONTRACTOR

Name, address and facsimile number of Contractor
Vance Brothers, Inc.

5201 Brighton Avenue Kansas City MO 64130

816 923 6472

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: [Signature]
Title: Jeff Vance Vice President
Date: _____



(Attach corporate seal to this application)

SURETY
Name, address and facsimile number of Surety:
Liberty Mutual Insurance Company
450 Plymouth Road Suite 400
Plymouth Meeting PA 19462
610 832 8240 Fax 610 832 8124

I hereby certify that I have authority to execute this document on behalf of Surety.

By: [Signature]
Title: Brenda L. Linze Attorney in Fact
Date: _____

(Attach seal and Power of Attorney)

BELTON, MISSOURI
The foregoing bond is approved.

Director of Public Works (Date)

Approved as to form and legality;

City Attorney (Date)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda L. Linze of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: City of Belton MO

Surety Bond Number: 674024856

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



Bond #674024856

PAYMENT BOND

Contract Number 225-2015-3

Project Title 2015 Street Preservation Project / Surface Treatment

Vance Brothers, Inc.

KNOW ALL MEN BY THESE PRESENTS: That _____ as PRINCIPAL (CONTRACTOR), and Liberty Mutual Insurance Company (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Belton, Missouri, a Charter City in the State of Missouri, (OWNER), as obligee, in the penal sum of Three Hundred Five Thousand One* (\$305,130.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. *Hundred Thirty Dollars -

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for 2015 Street Preservation Project Surface Treatment which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, if CONTRACTOR shall defend, indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The bond must be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223).

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 580 as amended) and be authorized to transact business in Missouri.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is

due, in the name of OWNER to the use for such party. OWNER shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Cass County, Missouri, or in the United States District Court for the Western District of Missouri.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this Instrument the ____ day of _____, _____.

CONTRACTOR

Name, address and facsimile number of Contractor

Vance Brothers, Inc.,
5201 Brighton Avenue Kansas City MO 64130
816 9236472

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: *Jeff Vance*
Title: Jeff Vance, Vice President
Date: _____



(Attach corporate seal if applicable)

VANCE BROS. INC. (816) 923-4325

SURETY

Name, address and facsimile number of Surety:

Liberty Mutual Insurance Company
450 Plymouth Road Suite 400 Plymouth Meeting PA 19462
610 832 8240 Fax 610 832 8124

I hereby certify that I have authority to execute this document on behalf of Surety.

By: *Brenda Linze*
Title: Brenda L. Linze Attorney in Fact
Date: _____

(Attach seal and Power of Attorney)

BELTON, MISSOURI

The foregoing bond is approved.

Director of Public Works (Date)

Approved as to form and legality:

City Attorney (Date)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda L. Linze of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: City of Belton MO

Surety Bond Number: 674024856

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

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I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

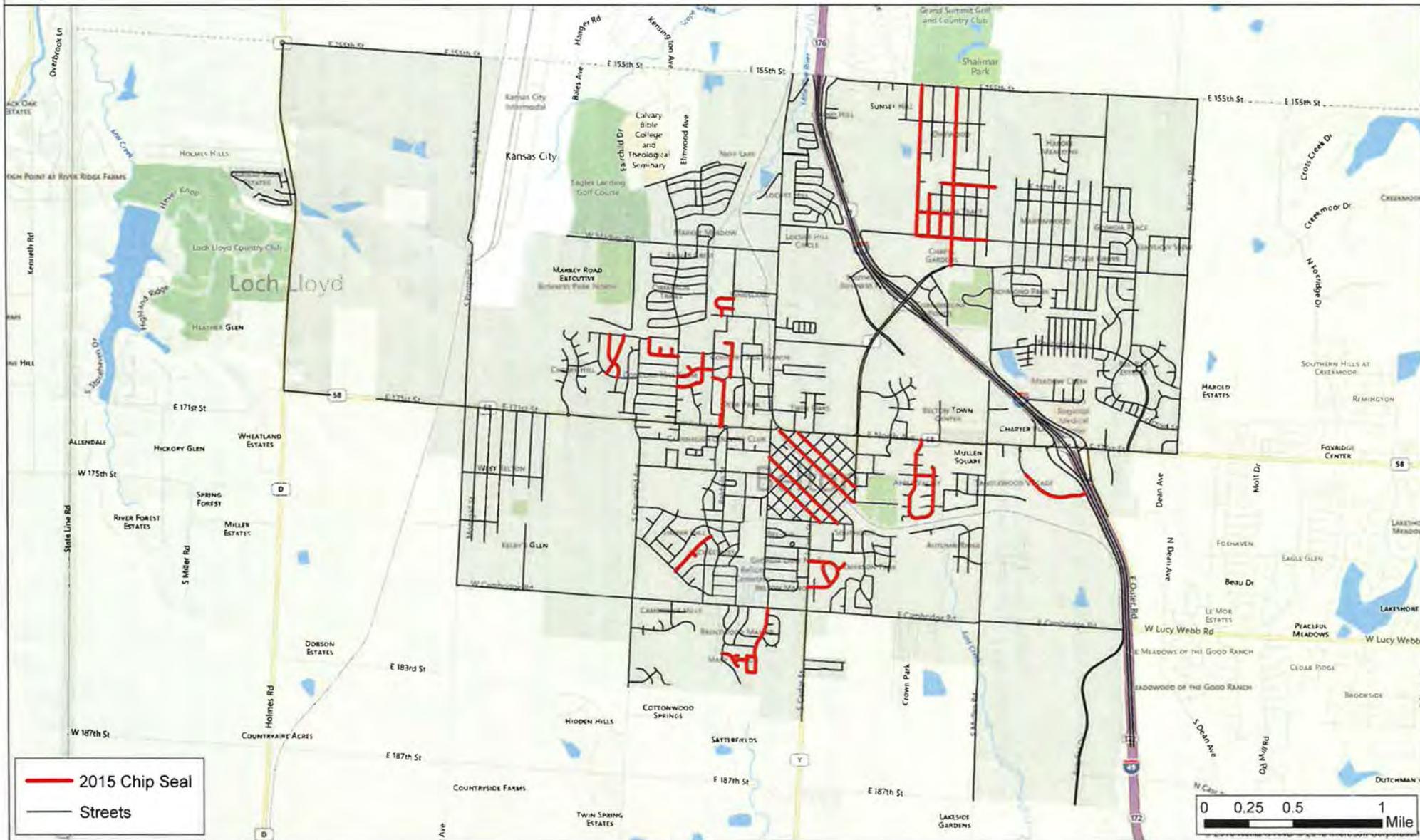
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



2015 Chip Seal



Bid Tab - 2015 Street Preservation Project / Surface Treatment

	Vance Brothers, Inc.		
	Total Quantity	Unit Price	Bid Evaluation Extension
Item #1 - Light Weight Aggregate Seal	145300	\$2.10	\$305,130.00

Contractors Notified - No Bids Submitted

Advanced Asphalt Paving & Concrete

Calvert's Paving

Musselman & Hall Contractors

Phillips Paving Company

Asphalt Pave

McConnell & Associates Corp

American Asphalt Paving Co / J.M. Fahey Construction

Tribeca Concrete Construction

Bid Tab - 2015 Street Preservation Project / Surface Treatment

Item #		Description	Unit	Qty	Vance Brothers
2	a	Light Weight Aggregate Seal	SY	0-5,000	\$4.15
	b	Light Weight Aggregate Seal	SY	5,001-20,000	\$3.52
	c	Light Weight Aggregate Seal	SY	20,001-50,000	\$2.30
	d	Light Weight Aggregate Seal	SY	50,001 and over	\$2.10
3	a	Microsurface	SY	0-5,000	\$4.40
	b	Microsurface	SY	5,001-20,000	\$3.85
	c	Microsurface	SY	20,001-50,000	\$3.05
	d	Microsurface	SY	50,001 and over	\$2.79
4	a	Slurry Seal	SY	0-5,000	\$4.15
	b	Slurry Seal	SY	5,001-20,000	\$3.52
	c	Slurry Seal	SY	20,001-50,000	\$2.30
	d	Slurry Seal	SY	50,001 and over	\$2.10
5	a	Limestone Aggregate Seal	SY	0-5,000	\$3.70
	b	Limestone Aggregate Seal	SY	5,001-20,000	\$3.25
	c	Limestone Aggregate Seal	SY	20,001-50,000	\$2.20
	d	Limestone Aggregate Seal	SY	50,001 and over	\$1.90
6	a	Cape Seal	SY	0-5,000	\$8.10
	b	Cape Seal	SY	5,001-20,000	\$6.70
	c	Cape Seal	SY	20,001-50,000	\$5.25
	d	Cape Seal	SY	50,001 and over	\$4.69
7	a	Asphaltic Crack Seal	LB	0-7,500	\$4.21
	b	Asphaltic Crack Seal	LB	7,501-15,000	\$3.02
	c	Asphaltic Crack Seal	LB	15,001-30,000	\$2.27
	d	Asphaltic Crack Seal	LB	30,001 and over	\$1.78

SECTION VII
A

R2015-33

A RESOLUTION ACCEPTING THE DONATION OF TWO INFORMATIONAL KIOSKS AND APPROVING AND AUTHORIZING THE EXECUTION OF A MAINTENANCE AGREEMENT BETWEEN DOWNTOWN BELTON MAIN STREET, INC. AND THE CITY OF BELTON FOR THE MAINTENANCE OF TWO INFORMATIONAL KIOSKS.

WHEREAS, Belton Main Street, Inc. wishes to donate two informational kiosks as evidenced in Exhibit A, attached hereto; and

WHEREAS, the City of Belton wishes to accept the donation of two informational kiosks; and

WHEREAS, Belton Main Street, Inc. has agreed to install and maintain the two informational kiosks; and

WHEREAS, the installation and maintenance are described in and governed by the Maintenance Agreement between Downtown Belton Main Street, Inc. and the City of Belton, attached hereto as Exhibit B; and

WHEREAS, the City of Belton desires to approve and execute the Maintenance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

Section 1. That the City of Belton hereby accepts the donation of two informational kiosks by Belton Main Street, Inc.

Section 2. That the Maintenance Agreement between Downtown Belton Main Street, Inc. and the City of Belton, attached hereto as Exhibit B, for the installation and maintenance of two informational kiosks is hereby approved and the Mayor is authorized and directed to execute the Maintenance Agreement on behalf of the City.

Section 3. That this resolution shall be in full force and effect after passage and approval.

Duly read and passed this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS)SS
CITY OF BELTON)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2015, and adopted at a regular meeting of the City Council held the ____ day of _____, 2015 by the following vote, to wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 14, 2015

DIVISION: Community & Economic Development

COUNCIL: **Regular Meeting**

Work Session

Special Session

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Downtown Belton Main Street wishes to donate two informational kiosks to the City of Belton. Consideration of a maintenance agreement between the Downtown Belton Main Street, Inc. and the City of Belton for the maintenance of two informational kiosks.

PROPOSED CITY COUNCIL MOTION:

Accept the offer of two informational kiosks donated on behalf of Downtown Belton Main Street. Approve the maintenance agreement between the Downtown Belton Main Street, Inc. and the City of Belton for the maintenance of two informational kiosks.

BACKGROUND: Informational Kiosk status report presented to council at May 5, 2015 Work Session.

IMPACT/ANALYSIS: N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

LIST OF REFERENCE DOCUMENTS ATTACHED:

Maintenance Agreement
Exhibit One (Location Map)
Resolution
Donation Letter W/ Exhibit A

EXHIBIT A

Donation Documents

July 14, 2015

City of Belton, Missouri

Mayor Jeff Davis and the City Council

Re: KIOSK DONATION

Honorable Mayor and City Councilmembers:

Downtown Belton Main Street, Inc. ("DBMS"), a Missouri nonprofit corporation, desires to donate two informational kiosks to the City of Belton, Missouri, as depicted in **Exhibit A**. DBMS acknowledges the installation and maintenance of each kiosk will be at DBMS's expense, and governed by that certain Maintenance Agreement executed by DBMS and the City of Belton.

DOWNTOWN BELTON MAIN STREET, INC.

By: Richard Smith
Its: Board Member

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of June, 2015, before me, the undersigned Notary Public, in and for said state, personally appeared Richard Smith, _____ of DOWNTOWN BELTON MAIN STREET, INC., known to me to be the person described in and who executed the within Donation Letter in behalf of said corporation, and acknowledged to me that _____ executed the same for the purposes therein stated and that the foregoing instrument was authorized by the board of directors of said corporation, and _____ acknowledged execution thereof to be on behalf of and the free act and deed of said corporation.

Subscribed and sworn to me the day and year above written.

Notary Public:

My commission expires:

EXHIBIT B

Maintenance Agreement

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "AGREEMENT") is made and entered into this ____ day of _____, 2015 (the "Effective Date"), by and between Downtown Belton Main Street, Inc. a nonprofit Missouri corporation ("DBMS"), and the City of Belton, Missouri, (the "City").

GENERAL

1. DBMS wishes to donate informational kiosks (the "Kiosks") to the City as evidenced by the documentation attached as **Exhibit A**, and the City wishes to accept the donation of the Kiosks.

2. DBMS shall install the Kiosks at a location of the City's choice, and maintain the Kiosks at no charge to the City. The Kiosks must be installed as approved by the City's Public Works Director, or designee. The Kiosks shall be maintained in good condition and in conformance with the City's property maintenance codes and ordinances.

3. The City may secure access to the Kiosks, and information to be posted in the Kiosks shall be submitted to the City Clerk or other designated city staff member before such information is posted. Posting of information in the Kiosks shall be at the discretion of the City.

TERM

1. This Agreement shall commence on the Effective Date and shall continue for a period of one year, subject to prior termination as hereinafter described. Thereafter, unless terminated as provided herein, this Agreement shall automatically renew for consecutive one year terms beginning on the anniversary of the Effective Date of the Agreement.

INDEMNIFICATION

{ 10480 / 62691; 641840. }

Page 1 of 5

1. DBMS shall indemnify and hold harmless the City against any claim of liability or loss from personal injury or property damage resulting from, arising out of, or in any way related to this Agreement, excepting, however, such claims or damages as may be due to or caused by the intentional or gross negligent acts or omissions of the City.

INSURANCE

1. During the term of this Agreement, the Kiosks shall be insured under the City of Belton general liability policy.

ENVIRONMENTAL

1. DBMS is responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity conducted in, on, or in any way related to the maintenance of the Kiosks, unless such conditions or concerns are caused by the activities of the City. DBMS agrees to not use any hazardous materials in conjunction with the maintenance of the Kiosks, and that DBMS shall be responsible for the removal, and associated costs, of any hazardous materials used by DBMS.

ASSIGNMENT

1. This Agreement shall not be assigned without the express written approval of the City, which may be withheld in the City's sole discretion.

WHOLE AGREEMENT

1. This Agreement constitutes the final and complete agreement of the parties and shall supersede and replace any prior oral or written agreements between the City and DBMS. Any subsequent modification must be in writing signed by both parties.

GOVERNING LAW

1. This Agreement shall be governed and construed under the laws of the State of Missouri.

NOTICES

1. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows:

City: City of Belton

City Manager

506 Main Street

Belton, MO 64012

DBMS: Downtown Belton Main Street, Inc.

315 Main Street

Belton, MO 64012

DEFAULT

1. In the event there is a default by DBMS with respect to any of the provisions of this Agreement or its obligations under it, or in case of any assignment or transfer of this Agreement by operation of law, the City may, at its option, terminate this Agreement by serving five (5) days notice in writing upon DBMS. Any waiver by City of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any

subsequent default or defaults, nor shall any such waiver in any way affect the City's ability to enforce any section of this Agreement. The remedy set forth in this section shall be in addition to and not in limitation of any such remedies that the City may have at law or in equity.

TERMINATION

1. This Agreement may be terminated by the City, at any time, by serving thirty (30) days written notice of termination upon DBMS. Upon the effective date of termination, this Agreement and all rights of DBMS shall absolutely cease.
2. Termination shall not release DBMS from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.
3. Upon termination of this Agreement, DBMS shall cause the kiosks to be immediately removed from the sites of installation, and the sites of installation shall be restored to their original condition, or to a condition acceptable to the City and/or owner of the sites of installation. All repairs to the sites of installation shall be completed by DBMS at no charge to the City.

SURVIVAL

1. Neither termination nor expiration will release either party from any liability or obligations under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

BINDING EFFECT

1. The terms and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have signed their names the day and year first above written.

CITY OF BELTON, MISSOURI

DOWNTOWN BELTON MAIN STREET,
INC:

JEFF DAVIS
Mayor

Chairman
Board of Directors
Downtown Belton Main Street, Inc.

EXHIBIT A

Photograph of Informational Kiosk

Kiosk One

Exhibit A



Kiosk Two

Exhibit A





Exhibit One



 Informational Kiosk

SECTION VII
B

R2015-34

A RESOLUTION APPROVING THE REAPPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO ALLOW FOR UTILITY BILLING SYSTEM TRAINING EXPENSES.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

Section 1. In the Wastewater (Fund 660) and Water (Fund 662) Funds

INCREASE the balance by \$ 3,000 (whole dollars) of Expenditure line item, # 660-0000-4003405 , named Training .

INCREASE the balance by \$ 3,000 (whole dollars) of Expenditure line item, # 662-0000-4003405 , named Training .

FOR THE PURPOSE OF: On-site training, up to 3 days, for the new utility billing clerk staff person and other finance staff members on the City's utility billing software system.

Section 2. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS)SS
CITY OF BELTON)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the _____ day of _____, 2015, and adopted at a regular meeting of the City Council held the _____ day of _____, 2015 by the following vote, to wit:

AYES:	COUNCILMEN:
NOES:	COUNCILMEN:
ABSENT:	COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

SUNGARD
PUBLIC SECTOR

Add-On Quote

Quote Prepared By: Jakea Simons 1000 Business Center Drive Lake Mary, FL 32746 Phone: _____ Fax: _____ Email: jakea.simons@sungardps.com	Quote Prepared For: Sheila Erzen Belton, MO 506 Main Street 64012, MO Belton (816) 892-1257
--	---

Quote	Date	Valid Until
Q-00011973	07/02/2015	10/02/2015

Professional Services

Product Code	Product Name		Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Conversion	Development	Total Services
PS-TR	Training	Base Price:	0.00	0.00	3,840.00	0.00	0.00	0.00	0.00	3,840.00
Totals:			\$0.00	\$0.00	\$3,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,840.00

SunGard Products and Services

Professional Services:	\$3,840.00
Quote Total:	\$3,840.00

Travel and Living Estimate

Travel and living expenses are an estimate. Actual expenses will be charged per our travel policy.

\$2,000.00

Comments:

NaviLine Customer Information Systems (CX): Prof Svcs-Training: Qty: 24 hrs: \$3,840.00

Tentatively scheduled for August 18th – 20th with David Erickson

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Conversion, Custom Modification, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically

renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Belton, MO

Authorized Signature: _____ Date: _____ Printed Name: _____