



**CITY OF BELTON
CITY COUNCIL
WORK SESSION AND SPECIAL MEETING
TUESDAY, AUGUST 16, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Little Blue Valley Sewer District revenue bond.

Jeff Shook and Greg Boettcher from LBVSD will make a presentation

Page 5
 - B. Status of the Drinking Water System.

Don Tyler and Jeff Fisher will make a presentation

Page 13
 - C. Review of 173rd Street extension.

Page 19
 - D. Review of Confluence professional services agreement.

Page 25
 - E. Continued review of right-of-way management code changes.
 - F. OTHER BUSINESS
- III. ADJOURN WORK SESSION
- IV. CALL SPECIAL MEETING TO ORDER
- V. ROLL CALL
- VI. Motion to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed.
- VII. ADJOURN SPECIAL MEETING

SECTION II
A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 16, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

<input 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 checked="" type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Little Blue Valley Sewer District (LBVSD) is a wholesale regional utility formed and governed by its 14 Customers, including the City of Belton.

The Executive Summary (presentation to be provided by LBVSD) contains the following:

- In 2010 a \$118 million Phase II Revenue Bond was approved
- Phase II included replacement of a 25-year old incinerator
- Changes in air pollution control standards (during course of Project) resulted in permit non-compliance
- Advanced controls must be completed by February 2020
- Advanced controls cost is \$20 million
- Operational efficiencies, optimizations and cost controls have occurred with the Phase II construction
- An updated financial forecast, incorporating the Phase III Bond repayment and the expenditure reductions offset each other
- A \$20 million revenue bond does not change service costs (customer charges) from those approved in 2010
- The issuance of these proposed bonds require support from members through resolution (draft provided in this packet)

PROPOSED CITY COUNCIL MOTION:

Approve resolution on August 23, 2016

BACKGROUND:

Approximately 55% of wastewater discharge in Belton goes to the LBVSD for treatment; the other 45% is conveyed to the Belton WWTP south of the City about 6 miles on Mullen Road.

IMPACT/ANALYSIS:

There are no impacts to the Districts long range financial plan and therefore will not affect City of Belton rates.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve resolution on August 23, 2016

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Draft Resolution
- Sewer Line Service Exhibit
- LBVSD Advanced Air Emissions Controls Handout

A RESOLUTION AUTHORIZING THE AFFIRMATIVE ASSENT OF _____ ON THE QUESTION OF WHETHER LITTLE BLUE VALLEY SEWER DISTRICT SHOULD ISSUE REVENUE BONDS PAYABLE FROM REVENUES TO BE DERIVED FROM THE OPERATION OF THE LITTLE BLUE VALLEY SEWER SYSTEM IN AN AMOUNT NOT TO EXCEED \$20,000,000 FOR THE PURPOSE OF IMPROVING, EXTENDING OR REHABILITATING THE LITTLE BLUE VALLEY SEWER DISTRICT SYSTEM INCLUDING, BUT NOT LIMITED TO ADVANCED AIR EMISSIONS CONTROLS FOR THE ATHERTON WASTEWATER TREATMENT FACILITIES.

WHEREAS, the Little Blue Valley Sewer District (the "District") operates a sewer system (the "System") pursuant to Section 204.250 et seq. for the primary benefit of the customers within the District (the "Customers"); and,

WHEREAS, District has undertaken a review of the existing wastewater facilities of the System and has approved a Phase III Improvements Program for the improvement, extension and rehabilitation of the Little Blue Valley Sewer District System, including the provision of Advanced Air Emissions Controls for the Atherton Wastewater Treatment Facilities (the "Phase III Improvements") with an estimated project cost of \$20,000,000; and,

WHEREAS, the District has determined that it is in the best interests of the District to finance the Phase III Improvements through the issuance of revenue bonds payable from the revenues to be derived from the operation of the System; and,

WHEREAS, in accordance with Section 204.370 of the Revised Statutes of Missouri, the District has submitted to Customers, as defined therein, the question of whether the District shall issue revenue bonds in one or more series payable from the revenues to be derived from the operation of the System in the amount not to exceed \$20,000,000 for the purpose of the Phase III Improvements; and,

WHEREAS, the governing body of _____ does hereby find and determine that it is in the best interest of the safety, health and welfare of its constituents to give its affirmative assent to such question.

NOW THEREFORE BE IT RESOLVED BY THE _____ [PUBLIC ENTITY]:

Section 1. The _____ (chief executive officer) and clerk of the governing body of the _____ [Public Entity] are authorized to give the written affirmative assent to the following question submitted by the District:

Shall the Little Blue Valley Sewer District issue its revenue bonds in one or more series, payable from the revenues to be derived from the operation of the System in an amount not to exceed \$20,000,000 for the purpose of improving, extending or rehabilitating the Little Blue Valley Sewer District

System including, but not limited to advanced air emissions controls for the Atherton Wastewater Treatment Facilities?

Section 2. In accordance with Section 204.370, approval of the proposition shall require the written assent of three-quarters of the Customers.

Section 3. The _____ (chief executive officer) and clerk of the governing body and any other officers of the _____ [Public Entity], and other officers, agents, consultants or employees of _____ [Public Entity] are hereby authorized and directed to take such further action, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. This Resolution shall be in full force and effect from and after its adoption by the governing body of _____ [Public Entity].

ADOPTED BY THE _____ OF _____, THIS _____ DAY OF _____, 2016.

City/County

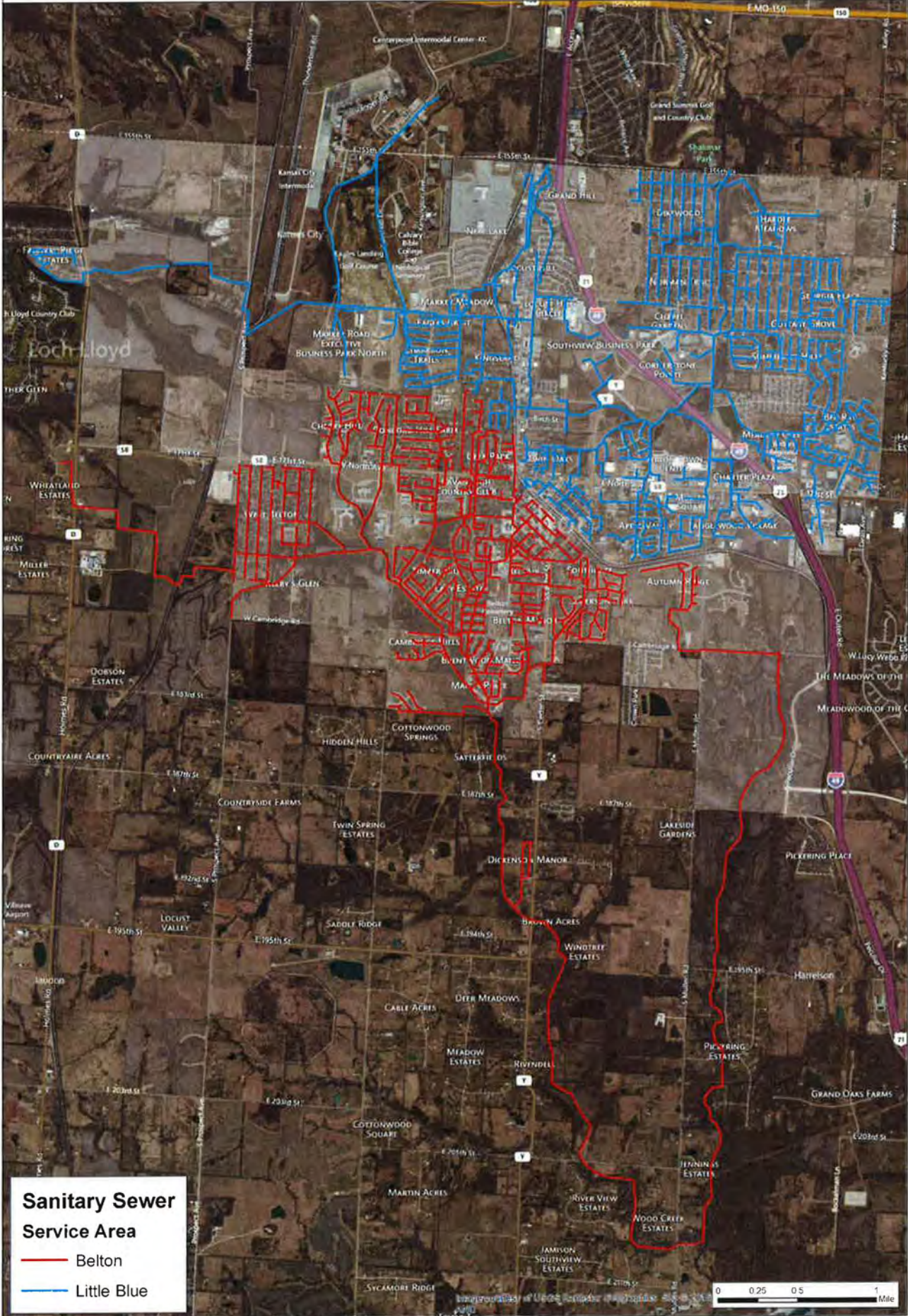
By: _____

(SEAL)

Attest:



Sewer Line Service Areas



Sanitary Sewer Service Area
— Belton
— Little Blue

0 0.25 0.5 1 Mile



LITTLE BLUE VALLEY SEWER DISTRICT



ADVANCED AIR EMISSIONS CONTROLS BOND ISSUE

OVERVIEW

The Little Blue Valley Sewer District has always been in the business of protecting public health and the environment. Since 2010, we have made considerable improvements to our existing facilities and processes in order to seek optimization, **greater efficiency**, and **effectiveness**. These evaluations resulted in:

- savings on energy costs
- savings on reheat costs
- savings on labor costs
- reduction of mercury emissions by 50%

Working under a consent order, the Little Blue Valley Sewer District is required to meet new state and federal regulatory requirements that are created by the Environmental Protection Agency (EPA) and enforced by the Missouri Air Pollution Control Program.

Due to a changing regulatory climate, we must continue to invest in our Atherton facility by upgrading our sewage sludge incinerator to include **advanced air emissions controls**.

Under the new air emissions regulations, we are violating the air quality standards for mercury



APPROVE \$20 MILLION IN REVENUE BONDS

*Boost community benefits at the
same cost to the customer*

and nitrogen oxides. While we have reduced our mercury emissions by 50% in recent years, the new regulations call for a further 99% reduction. Operational improvements and source controls will not correct this problem. Our only solution is to install advanced air emissions controls.

Although this significant improvement comes with a price, your **financial impact is essentially zero** due to the various efficiencies and cost savings that were put into place during the Phase II Program.

By approving the issuance of \$20 million additional revenue bonds, **there will be no appreciable change to the current financial forecast**. The bonds will not extend the duration of current service agreements as the 2016 bonds will be retired in 2036, four years before the 2010 bonds are paid off in 2040.

FUND OR LOSE

Unless we achieve air quality standards in a 4-year time frame, we will be required to cease operation of the incinerator. Without a working incinerator, sewage sludge will be hauled to the landfill at an **added cost of \$3 million per year.**

It is fiscally responsible to invest in this essential upgrade rather than spending millions of dollars on hauling costs that lack long-term value to our customers.



The advanced air emissions controls upgrade is identified within the Phase III Improvements Program at the Atherton Plant. Phase III bonds will be paid off with the same operating budgets approved in 2010 for the Phase II bonds. Unanticipated operational efficiencies offset the \$20 million bond repayment costs!

COMMUNITY BENEFITS

By upgrading our sewage sludge incinerator, we will be able to continue the benefits to the community from Phase II and add benefits from Phase III at the same cost to our customer.

- 1 Improving air quality**
 - Reduced mercury emissions
 - Reduced nitrogen oxide emissions
 - Reduced other pollutants including: lead, cadmium, dioxins and furans, sulfur dioxide
- 2 Using less resources**
 - Reduced electricity use
 - Reduced need for natural gas
 - Reduced need for polymer
- 3 Saving money**
 - Reduced labor costs
 - Increased energy efficiency
 - Reduced operations costs
- 4 Contain Service Costs to 2010 Forecast**
 - No Budgetary Impacts-Financial forecasts for the 2010 Phase II Program are unchanged, as the costs of Phase III are negated by better-than-anticipated cost controls

ADVANCED AIR EMISSIONS CONTROLS SCHEDULE



SECTION II
B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 16, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

<input 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 checked="" type="checkbox"/> FYI/Update	<input checked="" type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

As we approach the fall, staff will be preparing this year’s Capital Improvement Program (CIP) followed by budget preparation. This year, staff would like to bring forward one CIP item at each work session for review and discussion, until the CIP has been systematically reviewed and then presented in full for final approval. This item, regarding long-term water solutions for the City, would be the first in a series of CIP-related items for Council work sessions. As discussed below, this item is particularly urgent which is why it is presented as the first CIP item.

The week of July 25th 2016, KCMO contacted City Staff to request that Belton not take on any water from them between 4am to 9am Monday-Friday for the short term. The weather is not to blame necessarily; it is simply an indication that the southern portion of their system along with the demands of their customers is making it increasingly challenging to meet the demands of customers to the south. In fact, staff was told by KCMO staff that their system that feeds customers to the south is not sized properly.

Fortunately, the recent storage capacity improvements in the Belton water system, particularly the new 3 MG Elevated Storage Tank, allows the City to manage this issue much better. If the new tank was not in place, the City would likely be implementing water restrictions to the community. The next challenge for Belton is securing enough volume for the long term.

The City receives all of its drinking water from one production plant owned and operated by KCMO, through two connection points (Holmes Rd and N. Scott). In 2011, the City’s consultant completed the Alternative Water Supply Study and updates to the Drinking Water System Master Plan. It was also determined at that time that significant improvements to the City’s Wastewater Treatment Plan were necessary.

The Mayor commissioned a Water/Sewer Task Force at that time to evaluate the needs and make recommendations to Council regarding the improvements that were necessary and the funding mechanisms. The Voters approved revenue bonds for Phase I and Phase II, relating to both water and wastewater in 2013, that was later covered by low interest financing through the State’s Revolving Loan Program. Those improvements will be completed at the end of 2016.

That task force also discussed a Phase III to the drinking water system effort- adding a second source of water. There was no recommendation made. The objective of this initiative is to:

1. Secure the ability to take on more water to allow the City to continue to grow. The southern portion of the KCMO System will require significant improvements to increase water to Belton over time; and
2. Address the state of vulnerability the City is currently in with the dependency it has on one production plant (WaterOne has two)

The Alternative Water Supply Report described the long term water source options that were evaluated:

- Reservoirs
- Wells
- Water reclamation
- Improvements to KCMO System that would allow the City to increase its contractual supply from KCMO
- New connection to Tri-County Water Authority
- New connection to WaterOne of Johnson County KS

The conclusion was that the best solution would be to add a connection to WaterOne and renegotiate the KCMO contract. Since then, the City and WaterOne entered into a Interlocal Agreement with WaterOne that serves as a non-binding agreement that both parties will work together to explore a possible long-term business relationship. The City also entered into a new water purchase agreement with KCMO in 2015 that includes a clause that allows the City of Belton to terminate with a 5-yr notice- this is something that was not in the previous contract but will be instrumental if Belton decides to add the second source.

Belton and WaterOne have met several times to share information and discuss a variety of items, and hired a financial consultant to evaluate the idea of a wholesale contract since WaterOne had none at the time. The key issue to evaluate was the current System Development Charge (SDC) that Belton considered too high and a real hurdle. The outcome of that study is that in early 2016, the WaterOne Board of Directors elected to reduce the SDC to 40% of the cost on a 20-yr contract. This makes the idea much more appealing to any prospective wholesale customer.

In addition, Loch Lloyd, or Northwest Cass County Water Resource District (NWCCWRD), has offered an easement at no charge for the water transmission line that would be needed and would run from approximately State Line to Holmes Road. Staff has also evaluated the original concept that the City would construct a new pump station and ground storage tank at a high point in elevation, directly across from Loch Lloyd. This may not be necessary and staff would need to confirm that the existing station on Holmes is suitable. If this is the case, the project costs will be substantially lower than original estimates. However, total costs will depend on how many millions of gallons are determined necessary from WaterOne because of the 'per million gallons SDC'.

The City recently selected a number of engineering consultants to work with under new on-call contracts. Staff believes one or two of those are going to be needed to determine more clearly the infrastructure and assets needed with cost estimates and the long-term financial feasibility of the initiative.

The trigger for Belton to make a decision has been a WaterOne Project that has been on their CIP for a few years now and has been reflected in the Belton CIP as well. The project includes improvements to their system near the state line and would be the take-off point for Belton in which the WaterOne transmission main would need to be upsized and ran to the state line. WaterOne called staff a couple of weeks ago to say that they are planning to begin design of their project soon and need to know if Belton is ready to proceed. Design money would need to be allocated from Belton for this effort. If Belton

desires to move forward, the two parties would determine design costs for Belton just for this initial portion to upsize and build the main, and later the project estimates Belton would need to cover.

Since WaterOne contacted staff, KCMO also has contacted City Staff to request that Belton not take on any water from them between 4am to 9am Monday-Friday for the short term.

Again, the recent storage capacity improvements in the Belton water system, particularly the new 3 MG Elevated Storage Tank, allows the City to manage this issue much better. If the new improvements were not in place and ongoing, the City would likely be implementing water restrictions to the community. Staff and Burns & McDonnell proposed a few months ago a scope for a 10-yr financial strategy for water (and wastewater) so that the City could evaluate options for funding annual budgets, capital improvement needs and a potential second source of water.

Staff recommends starting with the financial strategy expeditiously and also work with WaterOne to define the project and design & construction costs. The City might also want to work with the NWCCWRD to develop and Memorandum of Understanding for the easement they have offered the City. There is also the hurdle of how to pay for this project without increasing customer rates or minimizing the impacts.

PROPOSED CITY COUNCIL MOTION:

None at this time

BACKGROUND:

See explanation above

IMPACT/ANALYSIS:

TBD

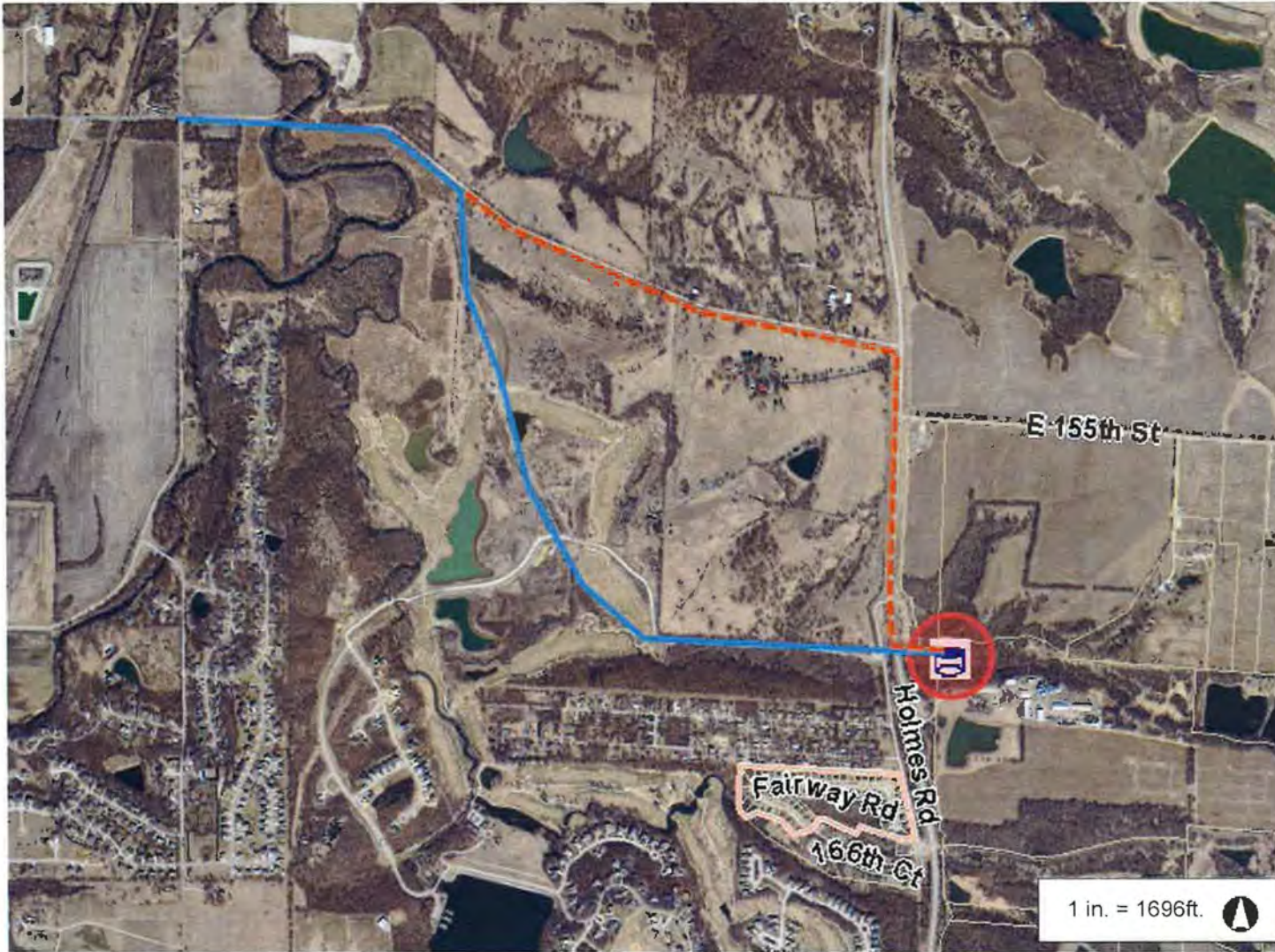
STAFF RECOMMENDATION, ACTION, AND DATE:

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED:

WaterOne Exhibit

Possible WaterOne to Belton- Drinking Water



Legend

- Water Tank
- Street
- Parcel
- Subdivision
- Parks
- Cemetery
- Building Footprint Basemap
- Parcel Basemap
- Boundary Basemap

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

SECTION II
C

MEMO

TO: Mayor & City Council
FROM: Brad Foster, Assistant City Manager
DATE: August 10, 2016
SUBJECT: 173rd Street extension

City Council members may have received an email from a commercial realtor, Skip Axtell, back in July regarding the extension of 173rd Street in the DeanCo Development Park. In this email Mr. Axtell requests a timeline on when the city or the Belton/Cass Regional TDD will begin and finish construction of 173rd. The section of road in question is generally located east of Mullen Road, west of Peculiar Drive and south of Highway 58. For more than a year city staff had been working with a potential business that wanted to locate along this section of 173rd Street. The cost to extend this street has presented challenges and numerous alternatives have been discussed and considered.

One of the issues raised by Mr. Axtell is the belief that the Belton/Cass Regional TDD should be responsible for the construction of this road. When the Belton/Cass Regional Transportation Development District was formed, it was done with a specific number of projects contemplated that included the following: Markey Parkway; Towne Center Drive; South Mullen Road; connector to the North Cass Parkway Interchange. While 173rd Street falls within this district's boundaries, it is not one of the projects identified in the petition to form the district. While the District could amend this list, the TDD Board of Directors has stated on more than one occasion that their priority is to complete the original projects before undertaking any new projects.

The Belton/Cass Regional TDD has an outstanding balance they owe the City for the extension of S. Mullen Road from the back of HyVee to just across the railroad tracks. This is a last priority expense for the TDD. In other words, this amount is not supposed to be paid until all of the other projects are completed and paid for. That outstanding balance is \$1,969,000. Back in May, 2016, the Cooperative Agreement between the City and TDD was amended to provide that the District could advance those funds if the District deemed that they had surplus funds. This amendment was done with the thought of a 173rd Street extension, or similar project, in mind. But it is all predicated on the District having surplus funds. There have been considerable discussions lately regarding the District's cash flow and obligations. The majority of the current revenue stream is obligated to paying the debt service on the road improvements to Markey Parkway and Towne Center Drive. There will be new revenue coming into the District when Freddy's, Texas Roadhouse, and Menard's are completed, however, they really won't realize the full benefit until late in 2016 or early 2017 when the sales tax comes in from the State. Furthermore, the City has already made application for an STP project for improvements to Highway 58 & Y Highway (also within the boundaries of the TDD). This will require a City match of funds of approximately \$400,000 and the source of funds would come from the TDD and the outstanding balance owed to the City. The TDD has already made it a priority to complete the property acquisition for right-of-way for the complete project of S. Mullen Road and the connector over to the North Cass Parkway interchange. I don't believe we have an estimate yet for all of that right-of-way. Ultimately the Belton/Cass Regional TDD Board would determine if there are surplus funds and whether they would release them to the City.

There is also a policy issue in play if the City helps fund the extension of 173rd Street. Traditionally the City has not assisted in the funding of local streets. The existing 173rd Street was totally funded by the businesses (Man's Best Friend; Lillig Excavating; Rock Brook Church; etc.) that located along that section of street. They paid 100% of the cost of extending the road and received no financial assistance from the City. It appears as though the property owners (the Dean's) have priced the property realizing the street is not constructed and that it would be the requirement of the purchaser to build the street. A former potential purchaser wanted to buy the property at the discounted price, but was not willing to pay the cost of extending the street. There were considerable discussions and negotiations to try and locate this potential purchaser's business at this location and still get the street built. The deal was never consummated, however, it appears that Skip Axtell has other potential buyers in mind for the vacant property along 173rd Street and it appears they are looking to the City and/or the TDD to help build the street. The primary reason for the City to help fund this section of street is from a traffic perspective. This would provide motorists another option to navigate around a very congested Highway 58 in the vicinity of I-49.

A rough estimate was prepared by a local contractor for the construction of this section of road. That estimate was \$473,000 which did not include any engineering. If the City were to help fund the construction, then prevailing wage and bidding requirements would be required and these steps generally increase the overall cost. At one time the property owner had indicated a willingness to contribute \$150,000 toward the construction of this road. That still leaves a substantial balance to complete the project.

Belton, MO



Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery
- Building Footprint Basemap
- Parcel Basemap
- Boundary Basemap

Notes

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SECTION II
D



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, AUGUST 16, 2016 / 7:00 P.M.**

DATE: August 16, 2016
DEPARTMENT: Community Planning & Development

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

ISSUE

As you are aware, the North Scott Corridor Plan, as prepared by Confluence, planning consultant, was adopted by the City Council. As a result of the adoption of this plan, city staff has been in contact with Confluence, discussing the next phase of the corridor plan. The planning staff wishes to continue working with Confluence because of their prior work with staff and their expertise in providing professional consulting services for the city by addressing long-term growth and redevelopment of the North Scott Corridor.

As a result, the consultant has prepared a “Scope of Services” which includes the following: *‘Create a new Flex-Industrial zoning district description and develop design guidelines specifically for this new zoning district. Proposed bulk and use regulations will be included within the new zoning district description. Separate design guidelines specific for the Flex-Industrial zoning district will cover the following areas of focus:*

- Site Orientation
- Building Architecture
- Screening and Buffering
- Landscaping and Open Space
- Exterior Lighting
- Parking and Circulation

REQUESTED COUNCIL ACTION

Accept an Agreement for the Provision of Professional Services by Confluence.

BACKGROUND

During the Work Session on February 2, 2016, Community Planning & Economic Development Director provided a summary of consultant recommended initiatives ‘next steps’ currently in the works by city staff:

- Create the zoning category of Flex-Industrial district; and
- Develop Design Guidelines for the new development area.

STAFF RECOMMENDATION

Accept the Agreement as presented

BUDGETED

\$25,000.00 / FY2016-17

\$15, 000.00 / North Scott –Flex Industrial Zoning District + Design Guidelines

ATTACHMENT

Agreement for the Provision of Professional Services

City of Belton – North Scott Corridor Flex-Industrial Zoning District + Design Guidelines

Confluence Project # 15034KC

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CONFLUENCE, A LANDSCAPE ARCHITECT AND PLANNING CONSULTANT, TO CREATE A NORTH SCOTT CORRIDOR FLEX-INDUSTRIAL ZONING DISTRICT PLUS DESIGN GUIDELINES.

WHEREAS, the City Council approved a Planning Services Agreement with Confluence by Ordinance No. 2014-4037 on September 9, 2014. Under this Agreement, the North Scott Corridor Plan was created through an interactive planning process and was finalized in December 2014. Since the adoption of this plan, city staff has been in contact with Confluence, discussing the next phase of the corridor re-development and improvement planning. The planning staff wishes to continue working with Confluence because of their prior work with staff and their expertise in providing professional consulting services for the city by addressing long-term growth and redevelopment of the North Scott Corridor.

WHEREAS, as a result of this planning, the consultant has prepared a "Scope of Services" which includes the following:

Create a new Flex-Industrial zoning district description and develop design guidelines specifically for this new zoning district. Proposed bulk and use regulations will be included within the new zoning district description. Separate design guidelines specific for the Flex-Industrial zoning district will cover the following areas of focus:

- Site Orientation
- Building Architecture
- Screening and Buffering
- Landscaping and Open Space
- Exterior Lighting
- Parking and Circulation.

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

Section 1. That the City Council approves the Professional Services Agreement, herein attached and incorporated to this Ordinance as Exhibit "A" with Confluence for planning services in accordance with the proposal dated August 5, 2016, for Design Services to facilitate a Flex-Industrial Zoning District and Design Guidelines, to create a Corridor Plan for North Scott Avenue.

Section 2. That the Mayor is hereby authorized and directed on behalf of the City to execute said Agreement.

Section 3. That all Ordinances or parts of Ordinances in conflict with the provisions hereof are hereby repealed.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

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 _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, 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

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and Confluence, a company, authorized to conduct business in Missouri and located at 417 Delaware Street, Kansas City, Missouri 64105 ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 Professional Services.

Professional shall provide corridor and zone design guideline services as described in **ATTACHMENT 1 - Scope of Services**.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Tasks and responsibilities to be performed by Professional are as described in **ATTACHMENT 1 – Scope of Services**.
- B. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- C. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- D. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- E. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.

- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein this Agreement shall remain in force for a period of one (1) year.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with **ATTACHMENT 2**.
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **ATTACHMENT 2**.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

- a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

- a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and
- b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jay Leipzig, Director of Community Development, 520 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

Wm. Christopher Cline, Principal, Senior Vice President, Confluence, 417 Delaware Street, Kansas City, Missouri 64105

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any

attachments, exhibits and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Scope of Work
- Attachment 2 – Schedule of Hourly Rates and Expenses
- Attachment 3 – Standard Certificate of Insurance Form
- Attachment 4 – Affidavit of Enrollment in Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, sub-consultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

- A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.
 - a. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers Compensation Statutory
- Employers Liability
- \$100,000 accident with limits of:
- \$500,000 disease-policy limit
- \$100,000 disease-each employee

c. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **ATTACHMENT 3** or its equivalent.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

- D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - 1. Various draft versions and a final draft of a new zoning district and design guidelines provided electronically in PDF format.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All works that Professional produces and is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the Cass County Circuit Court, Missouri.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 **Dispute Resolution.**

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 **Default and Remedies.**

If Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 **Waiver.**

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any

regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 2.12 Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and Professional.

Sec. 2.14 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.15 Severability of Provisions.

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

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, **ATTACHMENT 4**, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.18 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.19 Conflicts of Interest.

Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this 5th day of August, 2016.

Executed by City this _____ day of _____, 20____.

BELTON, MISSOURI

Address and facsimile number of City
Department:
Planning Division of the Community
Development Department
City of Belton
City Hall Annex
520 Main Street
Belton, MO 64012

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

PROFESSIONAL

Name, address and facsimile number of
Professional:

Confluence
417 Delaware Street
Kansas City, MO 64105
FAX: 515-288-8359

By:  _____

Printed Name: Wm. Christopher Cline

Title: Principal/Senior Vice President

Attested By:  _____

Printed Name: Christopher Shires

Title: Principal
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

ATTACHMENT 1

SCOPE OF WORK

Confluence Project #15034KC

- A. **PROJECT NAME:** North Scott Corridor Flex-Industrial Zoning District + Design Guidelines
- B. **CONSULTANT:** Confluence - Wm. Christopher Cline, ASLA, Principal / Senior Vice President; and Christopher Shires, AICP, Principal
- C. **PROJECT DESCRIPTION:** Create for the Owner, the City of Belton, a new Flex-Industrial zoning district description and develop design guidelines specifically for this new zoning district. Proposed bulk and use regulations will be included within the new zoning district description. Separate design guidelines specific for the Flex-Industrial zoning district will cover the following areas of focus:
- Site Orientation
 - Building Architecture
 - Screening and Buffering
 - Landscaping and Open Space
 - Exterior Lighting
 - Parking and Circulation
- D. **PROJECT SCHEDULE:** The timeline for completion of the final report is estimated at approximately 8 to 10 weeks from project initiation. Additional time may be required due to meeting scheduling conflicts outside of the control of the Consultant.

E. SCOPE OF WORK

1. Phase One – Flex-Industrial Zoning District Description (3 - 4 weeks)

1.1 | Preliminary Draft – Flex-Industrial Zoning District Description

Based on an existing understanding of the project area and the goals of the North Scott Corridor Plan, the Consultant will prepare a preliminary draft description, bulk standards and use regulations for a new Flex-Industrial zoning district.

1.2 | Preliminary Draft Review Meeting with City Staff

The consultant will meet with City Staff to review the preliminary draft of the Flex-Industrial zoning district, record feedback and comments, and update and modify the draft as requested. (1 meeting)

1.3 | Final Draft

The Consultant will update the preliminary draft of the Flex-Industrial zoning district based on the previous staff input and submit a final draft to the City.

2. Phase Two – Flex-Industrial Zoning District Design Guidelines (5 – 6 weeks)

2.1 | Preliminary Draft – Flex-Industrial Zoning District Design Guidelines

Based on existing understanding of the project area and the goals of the North Scott Corridor Plan, the Consultant will prepare a preliminary draft of the design guidelines for the new Flex-Industrial zoning district.

2.2 | Preliminary Draft Review Meeting with City Staff

The Consultant will prepare a preliminary draft of the design guidelines for the new Flex-Industrial zoning district and meet with City Staff to review, record feedback and comments, and update and modify the draft as requested. (1 meeting)

2.3 | Second Preliminary Draft Review Meeting with City Staff

The will Consultant prepare a second preliminary draft of the design guidelines based on the previous meeting comments, review with City Staff, record feedback and comments, and update and modify the second draft as requested. (1 meeting)

2.4 | Final Draft

The Consultant will update the second preliminary draft of the design guidelines based on the previous staff input and submit a final draft.

F. DELIVERABLES:

1. In addition to working copies of the various draft versions of the new zoning district and design guidelines, the final draft version will be provided electronically in PDF format.

G. OWNER'S RESPONSIBILITIES:

1. The Owner shall provide all existing development codes, regulations, and policies to the Consultant. The Owner shall coordinate and establish meeting locations for all meetings.

H. FEES AND EXPENSES:

1. We propose to perform the services described in Scope of Work: Phase One, on a Lump Sum basis. The Lump Sum is **Four Thousand Nine Hundred Dollars (\$4,900.00)**.
2. We propose to perform the services described in Scope of Work: Phase Two, on a Lump Sum basis. The Lump Sum is **Ten Thousand Four Hundred Dollars (\$10,400.00)**.
3. Total amount: The total Lump Sum amount for Scope of Work: Phases One through Two is **Fifteen Thousand Three Hundred Dollars (\$15,300.00)**.
4. Printing expenses are not included in the services fee and will be billed in accordance with our rates shown on the attached rates and expenses schedule (see ATTACHMENT 2 - Exhibit A).
5. If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

I. TIME OF PERFORMANCE:

1. We propose to process this work in a timely and expeditious manner to meet the Owner's timetable. The schedule may be impacted and delayed by the scheduling of meetings that are outside of the control of the Consultant.

J. EXTRA WORK AND CONTINUATION OF SERVICES:

1. If, during the progress or upon completion of the work outline in the Scope of Work in this agreement, the Owner finds it desirable or necessary to cause this Consultant to perform additional services other than those outlined in the Scope of Work, the hourly schedule and reimbursable expense schedule may apply or a project fee may be negotiated. Extra work may include attending additional meetings, workshops, stakeholder input sessions, or public hearings or expansion of the scope of the design guidelines to include additional areas of focus or additional land uses or zoning districts, etc.

ATTACHMENT 2
CONFLUENCE

STANDARD HOURLY RATES

Senior Principal	\$150.00 - \$190.00 per hour
Principal.....	\$135.00 - \$175.00 per hour
Associate Principal	\$130.00 - \$155.00 per hour
Associate	\$120.00 - \$145.00 per hour
Senior Project Manager.....	\$100.00 - \$130.00 per hour
Project Manager.....	\$90.00 - \$105.00 per hour
Project Landscape Architect II.....	\$80.00 - \$95.00 per hour
Project Landscape Architect I.....	\$70.00 - \$85.00 per hour
Project Planner II	\$80.00 - \$95.00 per hour
Project Planner I.....	\$70.00 - \$85.00 per hour
Landscape Architect Intern II.....	\$65.00 - \$80.00 per hour
Landscape Architect Intern I.....	\$60.00 - \$75.00 per hour
Draftsperson	\$50.00 - \$70.00 per hour
Clerical Staff.....	\$42.00 - \$50.00 per hour

REIMBURSABLE EXPENSES

Filing Fees.....	1.15 x cost
Long Distance Telephone Calls	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging.....	1.15 x cost
Mileage	\$.54 per mile
Postage	1.15 x cost
Printing by Vendor.....	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Compact Discs	\$2.50 each
Booklet Binding (cover, coil, back).....	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files.....	\$50.00 Each
Online Meeting Service.....	\$35.00 Each

Effective 1/1/2016



Company ID Number: 280721

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

Company ID Number: 280721

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS

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

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after the Employer receives it.

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

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

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

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

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

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

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

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

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



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

Employer Confluence

Lori Miller

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/19/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/19/2009

Date



Company ID Number: 280721

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Confluence

Company Facility Address: 525 17th Street

Des Moines, IA 50309

Company Alternate
Address:

County or Parish: POLK

Employer Identification

Number: 421475404

North American Industry
Classification Systems

Code: 541

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 5

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

- MISSOURI 1 site(s)

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- SOUTH DAKOTA 1 site(s)
- ILLINOIS 1 site(s)
- IOWA 2 site(s)

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

Name:	Lori Miller	Fax Number:	(515) 288 - 8359
Telephone Number:	(515) 288 - 4875		
E-mail Address:	lmiller@thinkconfluence.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - CR 500 1st Avenue NE, Suite 300 Cedar Rapids, IA 52401 INSURED Confluence, Inc. 525 17th Street Des Moines, IA 50309	1-800-300-0325 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885
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COVERAGES

CERTIFICATE NUMBER: 47447564

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

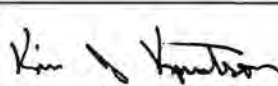
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made Policy)		DPR9726423	09/04/15	09/04/16	Per Claim 2,000,000 Annual Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:#15034KC, City of Belton, Missouri
The Professional Liability contains a Notice of Cancellation endorsement in favor of the City of Belton, Missouri.

CERTIFICATE HOLDER

CANCELLATION

City of Belton, Missouri 506 Main Street Belton, MO 64012 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C, No, Ext): 800-743-8130 **FAX (A/C, No):** 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Ins Co	23841
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ADP TotalSource CO XXIII, Inc
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
Brian Clark & Associates, Inc. DBA Confluence
525 17th Street
Des Moines, IA 50309

COVERAGES **CERTIFICATE NUMBER:** 1461243 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 061139712 MO	07/01/16	07/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for BRIAN CLARK & ASSOCIATES, INC. DBA CONFLUENCE, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. BRIAN CLARK & ASSOCIATES, INC. DBA CONFLUENCE is an alternate employer under this policy.

CERTIFICATE HOLDER

CANCELLATION

City of Belton
City Hall Annex
520 Main Street
Belton, MO 64012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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CERTIFICATE OF LIABILITY INSURANCE

BRIAN-1 OP ID: SB

DATE (MM/DD/YYYY)
07/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Krist Insurance Services 6600 Westown Parkway, Ste 250 West Des Moines, IA 50266 Alexander J Krist CISR, CAWC	CONTACT NAME: Alexander J Krist CISR, CAWC PHONE (A/C, No, Ext): 515-270-0909 FAX (A/C, No): 515-270-9296 E-MAIL ADDRESS: akrist@kristinsurance.com														
INSURED Confluence, Inc. 525 17th Street Des Moines, IA 50309	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : CNA</td> <td>20443</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : CNA	20443	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : CNA	20443														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	6011454652	05/08/2016	05/08/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS		6011423417	05/08/2016	05/08/2017	SCHEDULED AUTOS NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		6011466879	05/08/2016	05/08/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Attachment: SB-146932-E (Ed. 6/11)
 City of Belton, MO, its agency, officials, officers or employees

CERTIFICATE HOLDER <p style="text-align: center;">CITYBEL</p> City of Belton, MO 417 Delaware Street Kansas City, MO 64105	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY,
BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land Is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to **Paragraph H.** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS:**

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A.** Under **B.** Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k.**

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to **Damage To Premises Rented To You** as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. **Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the **Damage to Premises Rented to You** limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
 - (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to **Section F. Liability and Medical Expenses Definitions**, item 14. **Personal and Advertising Injury**, in the **Businessowners General Liability Coverage Form**:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- 1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to **Exclusions, Section B.**:



(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.