

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** enacting chapter 95., Jackson County Code, 1984, consisting of sections 9500., 9501., 9502., 9503., 9504., and 9505., relating to the establishment of a Freedom Memorial Wall Commission.

**ORDINANCE NO. 4632**, June 23, 2014

**INTRODUCED BY** James D. Tindall, County Legislator

WHEREAS, Jackson County has a significant history related to the Civil Rights Movement in our community; and

WHEREAS, it is appropriate that a Freedom Memorial Wall be created to recognize and memorialize those individuals who have participated in the Civil Rights Movement in Jackson County; and

WHEREAS, the Freedom Memorial Wall will be located in the Leon Jordan Memorial Park at 31<sup>st</sup> Street and Benton Boulevard in Kansas City, Missouri; and,

WHEREAS, the establishment of a Freedom Memorial Wall Commission is necessary to select inductees to be honored with the inscription of their names on the Freedom Memorial Wall; and

WHEREAS, the Legislature hereby approves the creation of the Freedom Memorial Wall Commission; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Chapter 95., Jackson County Code, 1984, consisting of sections 9500., 9501., 9502., 9503., 9504., and 9505. is hereby enacted, to read as follows:

## CHAPTER 95

### FREEDOM MEMORIAL WALL COMMISSION

9500. Freedom Memorial Wall Commission Established.

There is established the Freedom Memorial Wall Commission.

9501. Membership.

The County Executive shall appoint seven (7) members to the Commission subject to the disapproval of the Legislature. All members shall be residents of Jackson County. One member shall be a member of the County Legislature. All members shall be business, community, and/or neighborhood leaders, who possess significant knowledge about the civil rights movement and the contributions of African Americans and other minority groups to the history and development of Jackson County. The County Executive shall solicit nominations to the Commission from the Southern Christian Leadership Conference (SCLC), the National Association for the Advancement of Colored People (NAACP), the Metropolitan Organization for Racial and Economic

Equity (MORE<sup>2</sup>), the Metropolitan Community Colleges, and neighborhood organizations within the County.

9501.1 Term

Each member, except for the County Legislator member, shall serve a term of three years, and may be reappointed to two additional three-year terms. The County Legislator member shall serve a term coterminous with his or her term on the County Legislature.

9502. Chairman.

The County Executive shall designate one member as chairman.

9503. Compensation.

Commission members shall serve without compensation.

9504. Freedom Memorial Wall Commission, Purpose and Duties.

The Freedom Memorial Wall Commission shall have the following purpose and duties:

9504.1 Purpose.

The Commission's purpose is to select inductees for the Freedom Memorial Wall, which will be located at 31<sup>st</sup> Street and Benton Boulevard in Kansas City, Jackson County, Missouri in the Leon Jordan Memorial Park. The Freedom

Memorial Wall will honor those that have made significant contributions to the Civil Rights Movement in Jackson County.

9504.2 Inductee Selection.

The Commission shall meet annually to select approximately one hundred (100) inductees each year for approximately ten (10) years. Inductees can be selected posthumously. The inaugural Commission will create the guidelines for the selection process of inductees.

9504.3 Induction Ceremonies.

With the assistance of the Jackson County government, the Commission will plan an induction ceremony that appropriately honors inductees and or their families. The Commission may decide to conduct this ceremony during Black History Month, or on Memorial Day, Martin Luther King's birthday, or on any other date the Commission may choose.

9505. Expiration Date, Extension.

The Commission shall cease to exist when one thousand (1000) names have been placed on the Freedom Memorial Wall unless the Legislature, by ordinance, authorizes its continuation.

Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4632 introduced on June 23, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4632.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$131,073.00 from the undesignated fund balance of the 2014 Special Road and Bridge Fund for the renovation of the new headquarters for the Sheriff's Office.

**ORDINANCE NO. 4633**, June 23, 2014

**INTRODUCED BY** James D. Tindall, County Legislator

WHEREAS, by Ordinance 4566, dated September 16, 2013, the Legislature did authorize the purchase of a building located at 4001 Lakewood Way, Lee's Summit, MO, to serve as the new headquarters for the Sheriff's Office; and,

WHEREAS, the Public Works Department is assisting in the renovation of the property which is funded from two sources, a Federal Emergency Operating Center (EOC) grant and funds appropriated in the Special Road and Bridge Fund; and,

WHEREAS, a purchase order was issued in December 2013 to the County's term and supply vendor, Caman Construction, to encumber funds in the 2013 Special Road and Bridge Fund, before the end of the 2013 fiscal year; and,

WHEREAS, no monies have been spent on the encumbered purchase order; and,

WHEREAS, it was subsequently determined that a portion of the funding for this project would be charged to the EOC grant, prior to June 30, 2014; and,

WHEREAS, as a result, the purchase order to Caman Construction has been canceled and the unencumbered funds must now be reappropriated from the undesignated fund balance of the 2014 Special Road and Bridge Fund; and,

WHEREAS, this appropriation is necessary to place unencumbered funds in the appropriate spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2014 Special Road and Bridge Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund Non-Departmental			
004-2810	Undesignated Fund Balance	\$131,073	
004-5104	58020 – Buildings & Improvements		\$131,073

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4633 introduced on June 23, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4633.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 004 2810  
ACCOUNT TITLE: Special Road and Bridge Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$131,073.00

  
Date

  
Director of Finance and Purchasing



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4633

Sponsor(s): James D. Tindall

Date: June 23, 2014

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An Ordinance appropriating \$131,073 from the fund balance of the Special Road and Bridge fund (004) to be used to purchase items used in the renovation of the Sheriff's new office building located at 4001 Lakewood Way in Lee's Summit Missouri.</u></p>														
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 548 1198 919"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$131,073.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$131,073.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$636,472.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td>FROM ACCT #004-2810 (Undesignated Fund Balance)</td> <td>\$131,073.00</td> </tr> <tr> <td>TO ACCT #004-5104-58020 Special Road &amp; Bridge, Non-Departmental, Bldgs &amp; Improvements</td> <td>\$131,073.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$131,073.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$131,073.00	Amount budgeted for this item * (including transfers):	\$636,472.00	Source of funding (name of fund) and account code number;		FROM ACCT #004-2810 (Undesignated Fund Balance)	\$131,073.00	TO ACCT #004-5104-58020 Special Road & Bridge, Non-Departmental, Bldgs & Improvements	\$131,073.00
Amount authorized by this legislation this fiscal year:	\$131,073.00														
Amount previously authorized this fiscal year:	\$0.00														
Total amount authorized after this legislative action:	\$131,073.00														
Amount budgeted for this item * (including transfers):	\$636,472.00														
Source of funding (name of fund) and account code number;															
FROM ACCT #004-2810 (Undesignated Fund Balance)	\$131,073.00														
TO ACCT #004-5104-58020 Special Road & Bridge, Non-Departmental, Bldgs & Improvements	\$131,073.00														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by John McClernon, Project Manager, 881-4532 (office), 816-401-4948 (cell)</p>														
<p>REQUEST SUMMARY</p>	<p>Public Works is assisting the Sheriff's Department to renovate their new headquarters building located at 4001 Lakewood Way, Lee's Summit, MO. Funding for renovation comes from two financial accounts: 1) Federal funding for improvements to Jackson County's Emergency Operating Center (EOC); and, 2) Special Road and Bridge Non-Departmental, Bldgs. and Improvements.</p> <p>In December 2013 a Purchase Order (P.O.) for \$131,073 was issued to Caman Construction Co. entirely out of Special Road &amp; Bridge Non-Departmental, to begin renovation of the new headquarters building. It was subsequently determined that some of the proposed improvements must be charged to the EOC grant account. No partial payments have been made on that P.O. to date. Public Works wishes to void the original P.O. so that a new P.O. can be written which charges various renovation tasks to the proper accounts.</p> <p>Therefore, Public Works requests that the Director of Finance be authorized to void the original P.O. and reappropriate the money in Special Road &amp; Bridge Non-Departmental.</p>														

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Camen Construction Co. Proposal Dated November 27, 2013	
REVIEW	Department Director: Earl Newill <i>Earl Newill</i>	Date: 6/17/2014
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: <i>6/19/14</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- X Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
2810	Undesignated Fund Balance	\$131,073

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**Supplemental Appropriation Request  
Jackson County, Missouri**

Funds sufficient for this appropriation are available from the source indicated below.

Date: June 17, 2014

ORD# 4633

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>004 - Special Road and Bridge</b>			
2810	Undesignated Fund Balance	131,073	
5104 - Non-departmental	58020 - Bldgs and Improvements		131,073

*Aleboran S Ball 6-17-14*  
Budgeting

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$12,385.00 from the undesignated fund balance of the 2014 Special Road and Bridge Fund in acceptance of insurance proceeds for the repair of vehicles for use by the Sheriff's Office.

**ORDINANCE NO. 4634**, June 23, 2014

**INTRODUCED BY** James D. Tindall, County Legislator

WHEREAS, the County has received payments from Progressive Casualty Insurance Company and State Farm Insurance Company representing repair costs of two Sheriff's Office vehicles damaged as a result of two separate motor vehicle incidents occurring on September 5, 2013, and March 10, 2014; and,

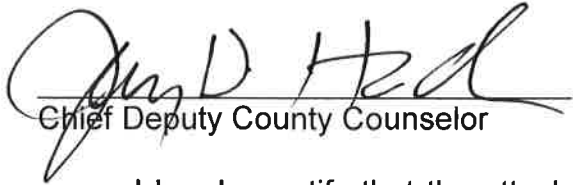
WHEREAS, an appropriation is necessary to place the restitution payments in the proper spending account so that the funds may be used to repair the vehicles; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2014 Special Road and Bridge Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund Sheriff's Department			
004-9999	47040 - Increase Revenues	\$12,385	
004-2810	Undesignated Fund Balance		\$12,385
004-2810	Undesignated Fund Balance	\$12,385	
004-4201	56530 – Maint & Repair Auto Equipment		\$12,385

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4634 introduced on June 23, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4634.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 004 2810  
ACCOUNT TITLE: Special Road & Bridge Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$12,385.00

  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4634

Sponsor(s): James D. Tindall

Date: June 23, 2014

<b>SUBJECT</b>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transfer of insurance settlement for 2009 Patrol Vehicle to Line item auto equipment</u></p>														
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="326 520 1203 772"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$11565.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$11565.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code #</td> <td></td> </tr> <tr> <td>FROM: Undesignated fund balance #004-2810</td> <td>\$11565.00</td> </tr> <tr> <td>TO: Road and Bridge fund 004-4201-56530</td> <td>\$11565.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$11565.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$11565.00	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code #		FROM: Undesignated fund balance #004-2810	\$11565.00	TO: Road and Bridge fund 004-4201-56530	\$11565.00
Amount authorized by this legislation this fiscal year:	\$11565.00														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$11565.00														
Amount budgeted for this item * (including transfers):	\$0														
Source of funding (name of fund) and account code #															
FROM: Undesignated fund balance #004-2810	\$11565.00														
TO: Road and Bridge fund 004-4201-56530	\$11565.00														
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>														
<b>CONTACT INFORMATION</b>	<p>RLA drafted by Captain Dave Epperson Jackson County Sheriff's Office Commander (816) 524-4302</p>														
<b>REQUEST SUMMARY</b>	<p>Request \$11565.00 be transferred from the undesignated fund balance of 004-2810 to line item 004-4201-56530 to repair damage to a 2009 Ford Crown Victoria Patrol vehicle VIN#2FAHP71V09X102842. Funds were received from Progressive Casualty Insurance company for the repair of the Patrol vehicle via check through claim #134641140 from the insured, Adel Salem, reference an accident occurring on 09/05/2013. Draft # 482404554 was received by Jackson County from Progressive Casualty Insurance Company in the amount of \$11565.00.</p>														
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

ATTACHMENTS		
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date: 6/13/14
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Ord. 4634

VOID IF NOT PRESENTED WITHIN 6 MONTHS AFTER DATE OF ISSUE

Policy # 16600513 -002	Insured SALEM, ADEL	Date Issued 6/ 3/2014	Area Code 934	Draft Number 482404554	
Claim # 134641140	Claimant JACKSON COUNTY S	Date of Loss 9/ 5/2013	State Code MO	Office Issued At MO-INJ K-GRP-	PAC

56-389  
412

Dollars \$\*\*\*\*\*11,565.00

Pay ELEVEN THOUSAND FIVE HUNDRED SIXTY FIVE AND 00/100

In Payment Of PD-09 FORD CROWN VICTORIA-TL-POS	CDS CODE 13PCL
---	-------------------

Payable through **PNC Bank, N.A. 070**  
Ashland, Ohio 1-877-448-9544

Progressive Casualty Insurance Company

Pay JACKSON COUNTY, ONLY\*\*\*\*\*  
To 415 EAST 12TH STREET  
The ROOM 105  
Order KANSAS CITY MO 64106  
Of

By Jeff Gurney  
Authorized signature

⑈482404554⑈ ⑆041203895⑆ 4239694508⑈



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~Ord No.: 4634

Sponsor(s): James D. Tindall

Date: June 23, 2014

<p><b>SUBJECT</b></p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transfer of insurance settlement for 2008 Patrol Vehicle to Line item auto equipment</u></p>														
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$819.94</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$819.94</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code #</td> <td></td> </tr> <tr> <td>FROM: Undesignated fund balance #004-2810</td> <td>\$819.94</td> </tr> <tr> <td>TO: Road and Bridge fund 004-4201-56530</td> <td>\$819.94</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____          Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$819.94	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$819.94	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code #		FROM: Undesignated fund balance #004-2810	\$819.94	TO: Road and Bridge fund 004-4201-56530	\$819.94
Amount authorized by this legislation this fiscal year:	\$819.94														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$819.94														
Amount budgeted for this item * (including transfers):	\$0														
Source of funding (name of fund) and account code #															
FROM: Undesignated fund balance #004-2810	\$819.94														
TO: Road and Bridge fund 004-4201-56530	\$819.94														
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): _____</p> <p>Prior resolutions and (date): _____</p>														
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by Captain Dave Epperson Jackson County Sheriff's Office Commander (816) 524-4302</p>														
<p><b>REQUEST SUMMARY</b></p>	<p>Request \$819.94 be transferred from the undesignated fund balance of 004-2810 to line item 004-4201-56530 to repair damage to a 2008 Ford Crown Victoria Patrol vehicle VIN#2FAHP71V78X161739. Funds were received from State Farm Insurance company for the repair of the Patrol vehicle via check through claim #26-422J-557 from the insured, TJ and Janelle Allnutt, reference an accident occurring on 03/10/2014. Check # 114535958j was received by Jackson County from State Farm Insurance in the amount of \$819.94.</p>														
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

PAYMENT NO 1 14 535958 J  
PAYMENT AMOUNT \$819.94  
ISSUE DATE 03-14-2014  
AUTHORIZED BY GRECO, SAL  
PHONE (866) 835-1333

CLAIM NO 25-422J-557  
LOSS DATE 03-10-2014  
POLICY NO 1176-020-25C  
INSURED ALLNUTT, TJ & JANELLE

Ord. 4634

JACKSON COUNTY SHERIFF'S OFFICE  
3310 NE RENNAU DR  
LEES SUMMIT MO 64064-2129

COVERAGE DESCRIPTION  
PROPERTY DAMAGE LIABILITY

ON BEHALF OF  
JACKSON COUNTY SHERIFF'S OFFICE

AMOUNT  
819.94

RETAIN STUB FOR RECORDS



STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

CENTRAL

LOUISIANA COMPLE P22115PCL17

JPMORGAN CHASE BANK, NA 56-1544/441  
COLUMBUS, OH 43240

1 14 535958 J

CLAIM NO 25-422J-557  
LOSS DATE 03-10-2014

INSURED ALLNUTT, TJ & JANELLE

DATE 03-14-2014  
MM DD YYYY

\*\*\*\*\*EXACTLY EIGHT HUNDRED NINETEEN AND 94/100 DOLLARS

\$\*\*\*\*\*819.94

Pay to the  
Order of: JACKSON COUNTY SHERIFF'S OFFICE

AUTHORIZED SIGNATURE  
  
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈ 14 535958 ⑈

⑈ 04 14 11 54 43 ⑈

699281770⑈

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

VOID IF GREEN COLORED BACKGROUND IS MISSING

## Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: June 17, 2014

ORD # 4634

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Special Road and Bridge - 004</b>			
	47040 - Increase revenues	12,385	
2810	Undesignated Fund Balance		12,385
2810	Undesignated Fund Balance	12,385	
4201 - Sheriff's Department	56530 - Maint & Repair Auto Equip		12,385
		12,385	12,385

Shirley S Ball 6-17-14  
Budgeting

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, June 23, 2014, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under sections 610.021(1) and 610.021(2) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 18550**, June 23, 2014

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, June 23, 2014, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, litigation, and/or leasing, purchase, or sale of real estate; and,

WHEREAS, such closed meeting is allowable under sections 610.021(1) and 610.021(2) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, June 23, 2014, pursuant to sections 610.021(1), and 610.021(2) RSMo, and closing all records prepared in connection therewith.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18550 of June 23, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract on Bid No. PW 03-2014 for the 2014 Pavement Maintenance Project (asphaltic concrete overlay), No. 3175, to Superior Bowen Asphalt Co., LLC, of Kansas City, MO, at an actual cost to the County not to exceed \$1,135,908.00, and authorizing the Director of Public Works to approve line item adjustments under this contract at no additional cost to the County.

**RESOLUTION NO. 18551**, June 23, 2014

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, the Director of Public Works has solicited formal written bids on Bid No. PW 03-2014 for the 2014 Pavement Maintenance Project, No. 3175, for use by the Public Works Department; and,

WHEREAS, originally the bid specifications included plans for an additional parking lot at the new Sheriff's Headquarters, but that request was subsequently withdrawn by the Sheriff's Office, except for an amount for security fencing; and,

WHEREAS, a total of eighty notifications were distributed and two responses were received from the following:

**BIDDER**

Superior Bowen Asphalt Co., LLC  
Kansas City (Jackson County), MO

Metro Asphalt, Inc.  
Independence, MO

WHEREAS, after the opening of the bids, Metro Asphalt determined that it had made an error on its bid and requested that its bid be withdrawn; and,

WHEREAS, after removing the Sheriff's Headquarters' parking lot cost, except for \$50,000.00 for security fencing, the revised bid from Superior Bowen would result in a contract in the amount of \$1,135,908.00; and,

WHEREAS, the Director of Public Works recommends the award of a contract for the 2014 Pavement Maintenance Project, No. 3175, to Superior Bowen Asphalt, Co., LLC, for the reason that it submitted the lowest and best bid; and,

WHEREAS, in the event that line item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line item adjustments to the extent there is no additional cost to the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Public Works and that the County Executive be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to make adjustments in the contract line item quantities to the extent that there will be no further funding obligation to the County; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to



make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18551 of June 23, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 004 1506 58040  
ACCOUNT TITLE: Special Road and Bridge Fund  
Road & Bridge Maintenance  
Roads  
NOT TO EXCEED: \$1,085,908.00

ACCOUNT NUMBER: 010 4245 58060  
ACCOUNT TITLE: Grant Fund  
Sheriff EOC  
Other Improvements  
NOT TO EXCEED: \$50,000.00

  
Date

  
Director of Finance and Purchasing

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

Res/Ord No.: 18551

Sponsor(s): Bob Spence

Date: June 23, 2014

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Awarding 2014 Pavement Maintenance Contract to Superior Bowen Asphalt under the terms and conditions of Invitation to Bid No. PW03-2014</p>																				
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$1,135,907.65</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$1,135,907.65</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$1,136,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td> <p><b>Public Works:</b>                      004-1506-58040 (Roads)                      \$1,085,907.65  <b>Sheriffs EOC Grant</b>                      010-4245-58060                      \$50,000</p> </td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$2,525,538</p> <p>OTHER FINANCIAL INFORMATION:  <input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable):                  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$1,135,907.65	Amount previously authorized this fiscal year:	\$ 0.00	Total amount authorized after this legislative action:	\$1,135,907.65	Amount budgeted for this item * (including transfers):	\$1,136,000.00	Source of funding (name of fund) and account code number; FROM / TO	<p><b>Public Works:</b>                      004-1506-58040 (Roads)                      \$1,085,907.65  <b>Sheriffs EOC Grant</b>                      010-4245-58060                      \$50,000</p>										
Amount authorized by this legislation this fiscal year:	\$1,135,907.65																				
Amount previously authorized this fiscal year:	\$ 0.00																				
Total amount authorized after this legislative action:	\$1,135,907.65																				
Amount budgeted for this item * (including transfers):	\$1,136,000.00																				
Source of funding (name of fund) and account code number; FROM / TO	<p><b>Public Works:</b>                      004-1506-58040 (Roads)                      \$1,085,907.65  <b>Sheriffs EOC Grant</b>                      010-4245-58060                      \$50,000</p>																				
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): N/A                  Prior resolutions and (date): 17886, May 7, 2012</p>																				
<b>CONTACT INFORMATION</b>	<p>RLA drafted by: John McClernon, Project Manager 816-881-4538 or 816-401-4948 cell</p>																				
<b>REQUEST SUMMARY</b>	<p>The Departments of Public Works requires Pavement Maintenance Services for 2014. The Sheriff's Department desires an additional parking lot at their new Headquarters building. Therefore, Public Works prepared plans and specifications, and Bid No. PW03-2014 to accomplish the work. Eighty advertisements were direct mailed, an advertisement was posted once in the Daily Record and the bidding information was posted on "Public Purchase" Website. Two firms responded. A detailed bid tabulation is attached. A summary of the bids is as follows:</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:35%;">BIDDER</th> <th style="width:20%;">PUBLIC WORKS OVERLAY</th> <th style="width:20%;">SHERIFF'S PARKING LOT</th> <th style="width:25%;">TOTAL</th> </tr> </thead> <tbody> <tr> <td>Metro Asphalt, Inc., Independence, MO</td> <td>\$981,375.85</td> <td>\$372,202.50</td> <td>\$1,353,578.35</td> </tr> <tr> <td>Superior Bowen Asphalt Co., LLC, KCMO</td> <td>\$1,057,399.16</td> <td>\$357,658.32</td> <td>\$1,415,057.48</td> </tr> </tbody> </table> <p>Metro Asphalt made an error in their using the wrong type of Asphalt and has requested that their bid be withdrawn. A copy of their request is attached. Superior Bowen would then become the lowest and best bidder.</p> <p>The Department of Public Works recommends that the contract be awarded to Superior Bowen Asphalt Co., being the lowest and best bidder with the following changes:</p> <ol style="list-style-type: none"> <li>1. The Sheriff's Department has requested that the parking lot work be removed from the project, except for \$50,000 worth of security fencing; and,</li> <li>2. Public Works would like to increase the overlay portion of the contract to include additional budget funds.</li> </ol> <p>The contract with Superior Bowen Asphalt would be effected as follows:</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: right;"> <tr> <td style="width:60%;">Superior Bowen Asphalt original bid</td> <td>\$ 1,415,057.48</td> </tr> <tr> <td>Plus additional work</td> <td>\$ + 28,508.49</td> </tr> <tr> <td>Minus Sheriff's parking lot (except fence)</td> <td>\$ - 307,658.32</td> </tr> <tr> <td><b>TOTAL REVISED CONTRACT AMOUNT</b></td> <td><b>\$ 1,135,907.65</b></td> </tr> </table> <p>We request that a Resolution be prepared authorizing the County Executive to execute this construction contract with Superior Bowen Asphalt Co, LLC. We further request that the Manager of Finance be authorized to encumber \$1,135,907.65 to cover the costs. Additionally, we request that the Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County.</p>	BIDDER	PUBLIC WORKS OVERLAY	SHERIFF'S PARKING LOT	TOTAL	Metro Asphalt, Inc., Independence, MO	\$981,375.85	\$372,202.50	\$1,353,578.35	Superior Bowen Asphalt Co., LLC, KCMO	\$1,057,399.16	\$357,658.32	\$1,415,057.48	Superior Bowen Asphalt original bid	\$ 1,415,057.48	Plus additional work	\$ + 28,508.49	Minus Sheriff's parking lot (except fence)	\$ - 307,658.32	<b>TOTAL REVISED CONTRACT AMOUNT</b>	<b>\$ 1,135,907.65</b>
BIDDER	PUBLIC WORKS OVERLAY	SHERIFF'S PARKING LOT	TOTAL																		
Metro Asphalt, Inc., Independence, MO	\$981,375.85	\$372,202.50	\$1,353,578.35																		
Superior Bowen Asphalt Co., LLC, KCMO	\$1,057,399.16	\$357,658.32	\$1,415,057.48																		
Superior Bowen Asphalt original bid	\$ 1,415,057.48																				
Plus additional work	\$ + 28,508.49																				
Minus Sheriff's parking lot (except fence)	\$ - 307,658.32																				
<b>TOTAL REVISED CONTRACT AMOUNT</b>	<b>\$ 1,135,907.65</b>																				

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	bid tab; tax clearances; compliance certificate; road work maps and lists, Metro Request Letter, Funding summary	
REVIEW	Department Director: Earl Newill <i>Earl Newill</i>	Date: 06/13/2014
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: <i>6/18/14</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
<b>Public Works:</b>	004-1506-58040 (Roads)	\$1,085,907.65
<b>Sheriffs EOC Grant</b>	010-4245-58060	\$50,000.00
		TOTAL \$1,135,907.65

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



Jackson County, Missouri  
 Department of Public Works -Engineering Division  
 303 W. Walnut  
 Independence, MO. 64050

Bid Tabulation Prepared By:  
 Chris Jenkins,  
 Project Manager



## LIST OF BIDDERS

### UNOFFICIAL

JCPW Contact for project information: Rodger Seidelman at 816-847-7055

### 2014 Pavement Maintenance Phase 1 - Asphaltic Concrete Overlay (ACOL)

COUNTY PROJECT NO. 3175 - BID NO. PW 03-2014

**BID OPENING DATE AND TIME: June 3, 2014 2:05 p.m.**

NOTE: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Bid	% above Low
1	Metro Asphalt, Inc.	Independence, MO.	\$1,353,578.35	0.00%
2	Superior Bowen Asphalt Co., LLC	Kansas City, MO	\$1,415,057.48	4.54%
	Engineers Estimate - JCPW	Independence, MO.	\$1,340,281.60	-0.98%

**Bid Tabulation for: 2014 Pavement Maintenance Ph 1 - ACOL  
Jackson County PN 3175 - Bid No. PW-03-2014  
Dept of Public Works - Engineering Division**

**Res. 18551**

Bid Opening Date and Time: June 3, 2014 at  
2:05 p.m.

NOTE: This is an Unofficial bid tabulation and only  
reflects the initial reading of the bids received, not the  
evaluation of such bids.

**UNOFFICIAL**

This project is funded and Administered by Jackson County				Metro Asphalt, Inc. Independence, MO.		Superior Bowen Asphalt Co., LLC Kansas City, MO		Engineers Estimate		Avg. unit \$ of 2 lowest Bids Received
Item No	Description	Unit	No Units	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	Unit Price	Total Amt Estimated	
<b>Roadway Items</b>										
1	Asphalt Surface	Ton	14,932	58.80	875,015.20	62.55	933,998.60	62.00	925,784.00	60.68
2	Milling	SY	28,817	1.20	31,940.40	1.64	43,861.88	\$2.00	53,234.00	1.42
3	Millings Delivered to Jackson County	SY	25,383	1.75	44,420.25	1.98	49,750.88	\$2.20	55,842.80	1.86
4	Force Account	FA	1	30,000.00	30,000.00	30,000.00	30,000.00	\$30,000.00	30,000.00	30,000.00
Subtotal for Roadway Items (1 to 4) =					981,375.85		1,057,399.18		1,064,860.80	
<b>Parking Lot Items</b>										
5	Erosion Control	L.S.	1	3,000.00	3,000.00	4,500.00	4,500.00	\$3,000.00	3,000.00	3,750.00
6	Clearing, Grubbing & Removals	L.S.	1	10,000.00	10,000.00	15,000.00	15,000.00	\$5,000.00	5,000.00	12,500.00
7	Construction Survey	L.S.	1	3,500.00	3,500.00	6,400.00	6,400.00	\$4,000.00	4,000.00	4,950.00
8	Contractor Furnished Borrow	C.Y.	1,823	21.00	38,283.00	13.00	23,699.00	\$20.00	36,460.00	17.00
9	Excavation, Embankment & Compaction	C.Y.	1,814	8.75	14,122.50	14.33	23,128.82	\$10.00	18,140.00	11.54
10	18" RCP Pipe	L.F.	70	108.00	7,560.00	75.00	5,250.00	\$85.00	4,550.00	91.50
11	Detention Pond	L.S.	1	6,500.00	6,500.00	11,000.00	11,000.00	\$7,000.00	7,000.00	8,750.00
12	Big Block Gravity Well	S.F.	810	38.00	23,180.00	69.85	42,488.50	\$35.00	21,350.00	53.83
13	Extend 8" Roof Drain Pipes (Approx. 170 F.)	L.S.	1	7,350.00	7,350.00	6,090.00	6,090.00	\$1,700.00	1,700.00	6,720.00
14	French Drain	L.F.	130	52.00	6,760.00	44.10	5,733.00	\$20.00	2,600.00	48.05
15	5" x 5' Concrete Sidewalk	S.F.	678	10.50	7,119.00	6.82	4,623.96	\$7.00	4,748.00	8.66
16	Parking Lot Light Poles	EA	3	7,500.00	22,500.00	7,455.00	22,385.00	\$3,500.00	10,500.00	7,477.50
17	Gas Service Line (2" & 3")	L.F.	320	20.00	6,400.00	23.10	7,392.00	\$15.00	4,800.00	21.55
18	Water Service Line (1")	L.F.	375	42.00	15,750.00	29.40	11,025.00	\$15.00	5,625.00	35.70
19	Jensen Precast Water and Gas Vaults	EA	3	5,850.00	17,550.00	5,040.00	15,120.00	\$500.00	1,500.00	5,445.00
20	MoDOT Type 5 Base Rock	Ton	970	40.00	38,800.00	17.40	18,978.00	\$20.00	19,400.00	28.70
21	4" Asphaltic Concrete Surface	Ton	670	63.70	42,679.00	73.00	48,910.00	\$62.00	41,540.00	68.35
22	Parking Lot Striping	L.S.	1	1,000.00	1,000.00	993.00	993.00	\$2,500.00	2,500.00	996.50
23	Seed, Fertilize & Mulch	Acres	0.7	3,500.00	2,450.00	2,205.00	1,543.50	\$3,000.00	2,100.00	2,652.50
24	Concrete Driveway Entrance	S.Y.	170	108.00	18,360.00	56.70	9,639.00	\$40.00	6,800.00	82.35

**Bid Tabulation for: 2014 Pavement Maintenance Ph 1 - ACOL  
Jackson County PN 3175 - Bid No. PW-03-2014  
Dept of Public Works - Engineering Division**

Bid Opening Date and Time: June 3, 2014 at  
2:05 p.m.

NOTE: This is an Unofficial bid tabulation and only  
reflects the initial reading of the bids received, not the  
evaluation of such bids.

**UNOFFICIAL**

This project is funded and Administered by Jackson County				1 Metro Asphalt, Inc. Independence, MO.		2 Superior Bowen Asphalt Co., LLC Kansas City, MO		Engineers Estimate		Avg. unit \$ of 2 lowest Bids Received
Item No	Description	Unit	No. Units	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Estimated	
25	8' Galvanized ChainLink Fence w/ gates	L.F.	1,262	48.00	60,576.00	45.96	57,622.92	\$45.00	\$6,790.00	46.83
26	4' Galvanized Chain Link Fence	L.F.	123	21.00	2,583.00	19.34	2,378.82	\$40.00	4,920.00	20.17
27	Post In Rock	EA.	120	51.50	8,180.00	49.00	5,980.00	\$20.00	2,400.00	50.25
28	Force Account	L.S.	1	10,000.00	10,000.00	10,000.00	10,000.00	\$10,000.00	10,000.00	10,000.00
Subtotal for Sheriff Items (5 to 28) =					372,202.50		357,668.32		275,421.00	
<b>Total Amount Bid for Project (Items 1 to 28) =</b>					<b>\$1,353,578.35</b>		<b>\$1,415,057.48</b>		<b>\$1,340,281.60</b>	

Received Bid Totals 6-3-2014

**\$1,353,578.35**

**\$1,415,057.48**

Math or Extension Error Total Amount

**\$0.00**

**\$0.00**

Extension error line (s) (Item No. Above) ??

**Notes:**

1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.



**MULTI-JURISDICTION- CORE4  
PROPERTY TAX CLEARANCE CERTIFICATION**

(Kansas City, MO, Jackson County, MO, Unified Government of Wyandotte County, KS & Johnson County, KS)

**Business To Be Certified:**

1. Business Name: Superior Bowen Asphalt Company, LLC. Federal ID(FEIN) 43-1861896
3. DBA Name: Superior Bowen Asphalt Company, LLC
4. Business Address: 11030 Hickman Mills Drive, P.O. Box 9669 Kansas City, MO 64134  
Street City, State Zip
5. Contact Information: 816-765-1313 kedavenport@superiorbowen.com  
Phone E-mail

**Business Owner(s) To Be Certified** (Attach additional sheets if more owners exist for your business.)

Owner Name: Matt Bowen

Owner Residence Address: 11030 Hickman Mills Drive, P.O. Box 9669, Kansas City, MO, 64134  
Street City, State Zip

**JACKSON COUNTY, MO CERTIFICATION**

I the undersigned County Treasurer, do hereby certify that property taxes levied for the preceding year against the firm shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said firm had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against all firms' owners showing above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said individuals had no taxable property for the preceding year.

Dated in:  
 JACKSON County, Missouri on this date: 6/10/14, by Zareena Casamento  
Purchasing Agent/Mgr County Designee

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KS**

I the undersigned Contract Compliance Officer, do hereby certify that all occupation taxes due and owed to the Unified Government have been paid in full and that property taxes levied for the preceding year against the firm shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said firm had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against all firms' owners showing above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said individuals had no taxable property for the preceding year.

Dated in:  
 UNIFIED GOVERNMENT KC, KS on this date: 6/11/2014, by Emmale L. Lewis  
Contract Compliance Officer/Designee

**JOHNSON COUNTY, KS CERTIFICATION**

I the undersigned County Treasurer, do hereby certify that property taxes levied for the preceding year against the firm shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said firm had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against all firms' owners showing above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said individuals had no taxable property for the preceding year.

Dated in:  
 JOHNSON COUNTY, KS on this date: 6-10-14, by Thomas G. Fomeny, SWI  
County Treasurer/Designee



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Res. 18551

Phone: (816) 513-1135  
Fax: (816) 513-1264  
Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
[www.kcmo.org/revenue](http://www.kcmo.org/revenue)

SUPERIOR BOWEN ASPHALT COMPANY LLC  
11030 HICKMAN MILLS DR  
KANSAS CITY MO 64134-4215

Letter Id: L1119455744  
Date: 11-Jun-2014  
Taxpayer Id: \*\*1896



This notice certifies that SUPERIOR BOWEN ASPHALT COMPANY LLC is current as of this date with all taxes and licenses under the jurisdiction of the City of Kansas City, Mo., Finance Department/Revenue Division.

Sharon Miller  
Administrative Officer

Mari Ruck  
Commissioner of Revenue

**IMPORTANT INFORMATION:**

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.

Visit [kcmo.org/quicktax](http://kcmo.org/quicktax) to view the status of your account and for online filing.



**FORM RD-C1**  
12/12

City of Kansas City, Missouri - Revenue Division  
**AUTHORIZATION TO RELEASE  
A REVENUE CLEARANCE LETTER**



KANSAS CITY  
MISSOURI

Phone: (816) 513-1135  
Fax: (816) 513-1264  
E-file: [www.kcmo.org/revenue](http://www.kcmo.org/revenue)

I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:  
Name of taxpayer: Superior Bowen Asphalt Co., LLC Tax I.D.# 43-1861896  
(PRINT)  
Address: 11030 Hickman Mills Drive, P.O. Box 9669, Kansas City, MO 64134

Check this box and complete this section to send the Clearance Letter to a contractor.  
 I authorize the City to provide a copy of the Taxpayer's Revenue Clearance Letter to the following:

NAME (PRINT) <b>Earl Newill, P.E.</b>	BUSINESS NAME <b>Jackson County, MO Public Works</b>	TITLE <b>Acting Director</b>
ADDRESS <b>303 W. Walnut</b>	CITY, STATE, ZIP CODE <b>Independence, MO 64050</b>	
PHONE NUMBER <b>816-881-4538</b>	FAX NUMBER <b>816-881-4448</b>	E-MAIL ADDRESS <b>enewill@jacksongov.org</b>

I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments that the Taxpayer is in compliance with the tax ordinances administered by the Commissioner of Revenue.  
Please send my 1st Revenue Clearance Letter to: Jackson County, MO, Public Works - Earl Newill P.E.  
*(Print Name of City Department/Contact Person/E-mail/Fax Number)*

This authorization shall expire one (1) year from the date on the bottom of this form.

The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE

I hereby certify that I am the Taxpayer named herein or that I have the authority to execute this authorization on behalf of the Taxpayer and hold harmless agreement.

NAME (PRINT) <b>Gregory D. Shook</b>	TITLE (IF APPLICABLE) <b>Assistant Secretary</b>
SIGNATURE <i>Gregory D. Shook</i>	PHONE NUMBER <b>816-765-1313</b>
	DATE <b>06.11.14</b>

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL

PLEASE SEND COMPLETED FORM(S) TO:

Kansas City's Business Customer Service Center  
1118 Oak St.  
Kansas City, MO 64106

**FORM RD-C3**  
12/12

City of Kansas City, Missouri - Revenue Division  
**CLEARANCE REQUEST FORM**



Phone: (816) 513-1135  
Fax: (816) 513-1264  
E-file: [www.kcmo.org/revenue](http://www.kcmo.org/revenue)

KANSAS CITY  
MISSOURI

Federal ID (FEIN)		
43-1861896		
Name (Business Name and DBA)		
Superior Bowen Asphalt Company, LLC		
Address (Include City, State & Zip)		
11030 Hickman Mills Drive		
P.O. Box 9669		
Kansas City, MO 64134		
<input checked="" type="checkbox"/> Check this box if you wish to receive this letter by fax	Fax Number	
	816-881-4448	
Request Submitted By (Print Name)	Title (if Applicable)	
Jackson County, MO., Public Works - Engineering	Earl Newill, P.E., Acting Director	
Signature	Phone Number	Date
<i>Earl Newill</i>	816-881-4538	6/10/14

PLEASE ALLOW SEVEN (7) BUSINESS DAYS FOR PROCESSING

PLEASE SEND COMPLETED FORM(S) TO:

Kansas City's Business Customer Service Center  
1118 Oak St.  
Kansas City, MO 64106

# Certificate of Compliance

ISSUED TO:  
**Superior Bowen Asphalt Company, L.L.C.**

Whose Affirmative Action Program has been reviewed and found to be in compliance with Chapter 6, Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January 2014



COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

2014 Asphaltic Concrete Overlay (ACOL) Program Roads Project 3175

Prepared by:  
Rodger Seidelman

Road Name	Beginning Description	Ending Description	Miles	Width Exist or		Work Description	ACOL 2" (Tons)	Milling (SY)
				Proposed (FT)	Existing (FT)			
18th St N	Whitney Road	Salem Drive	0.717	32	32	2" ACOL	1,482	5,938
Colony Lane	Salem Drive	Dead End	0.625	32	32	2" ACOL	1,291	5,160
Colony Ct	Colony Lane	Dead End	0.085	24	24	2" ACOL	132	700
Woodbury	Colony Lane	Dead End	0.175	24	24	2" ACOL	271	1,440
Bellmere Road	40 Hwy	40 Hwy	0.148	20	20	2" ACOL	191	130
Christie Circle	Bellmere Road	Dead End	0.162	24	24	2" ACOL	251	0
Countyside Lane	Countyside Road	Dead End	0.046	24	24	2" ACOL	72	380
Countyside Road	Leanne Lane	Dead End	0.070	24	24	2" ACOL	108	575
Leanne Lane	Countyside Road	Dead End	0.176	24	24	2" ACOL	273	1,465
Danell Lane	Mejor Road	Dead End	0.256	24	24	2" ACOL	397	2,103
Keystone Drive	Colbern Road	Dead End	0.489	24	24	2" ACOL	773	4,100
Beach Drive	Tarsney Road	Dead End ( Circle )	0.235	24	24	2" ACOL	370	2,000
Beach Drive	Southshore Drive	Hillside Drive	0.163	14	14	2" ACOL	148	0
Bluff Street	Hillside Drive	Hillside Drive	0.376	18	18	2" ACOL	437	0
Cherry Lane	Beach Drive	Sunrise Drive	0.142	18	18	2" ACOL	165	0
Eastside Drive	Park Lane	Dead End	0.030	15	15	2" ACOL	31	0
Green Forest Way	Eastside Drive	Green Forest Way	0.147	17	17	2" ACOL	161	0
Green Forest Way	Green Forest Way	Lakeshore Drive	0.250	16	16	2" ACOL	258	0
Highland Ave	Southshore Drive	Dead End	0.025	14	14	2" ACOL	23	0
Hillside Drive	Eastside Drive	Dead End	0.040	14	14	2" ACOL	36	0
Lakeshore Drive	Green Forest Way	Bluff Street	0.665	16	16	2" ACOL	687	0
Lookout Drive	Sunset Drive	Mountain Dr/Wynwood	0.260	18	18	2" ACOL	302	0
Mountain Drive	Lakeshore Drive	Sunrise Drive	0.116	16	16	2" ACOL	120	0
Overhill Road	Hillside Drive	Dead End	0.172	13	13	2" ACOL	145	0
Overhill Road	Overhill Road	Sunset Drive	0.094	20	20	2" ACOL	122	0
Overhill Road	Summit Drive	Summit Drive	0.040	20	20	2" ACOL	52	0
Park Lane	Summit Drive	Sunrise Drive	0.035	20	20	2" ACOL	45	0
Southshore Drive	Beach Drive	Eastside Drive	0.402	17	17	2" ACOL	441	0
Summit Drive	Tarsney Road	Dead End	0.030	12	12	2" ACOL	23	0
Sunset Drive	Highland Ave	Beach Drive	0.065	18	18	2" ACOL	76	0
Tarsney Road	Lookout Drive	Eastside Drive	0.380	18	18	2" ACOL	441	0
Tarsney Road	Bluff Street	Eastside Drive	0.355	16	16	2" ACOL	367	0
West Shore Drive	Bluff Street	Eastside Drive	0.548	16	16	2" ACOL	566	0
Wyndwood Drive	West Shore Drive	Beach Road	0.220	20	20	2" ACOL	284	0
Timberlake Drive	Beach Road	Buckner Tarsney Rd	0.133	24	24	2" ACOL	206	90
Woodland Circle	Dead End	Tarsney Road	0.043	18	18	2" ACOL	50	0
WWTP Driveway	Mountain Drive	Dead End	0.145	12	12	2" ACOL	112	0
	Smart Road	Haines Road	0.465	24	24	2" ACOL	720	6,550
	Smart Road	Haines Road	0.952	24	24	2" ACOL	1,474	13,404
	Woodland Circle	Woodland Circle	0.661	24	24	2" ACOL	1,024	5,429
	Keystone Drive	Sewer Plant	0.100	12	12	2" ACOL	94	0
			10.248				14,221	49,464
						Adding 5%	711	2,473
						Total	14,932	51,937

\*Quantity increased 5% to compensate for returns at end of projects, etc



3811 NORTH COBBLER  
INDEPENDENCE  
MO 64058  
(816) 836-7400 • FAX (816) 257-2853

---

9-Jun-14

JACKSON COUNTY  
DEPARTMENT OF PUBLIC WORK - ENGINEERING DIVISION  
303 W. WALNUT STREET  
INDEPENDENCE, MO. 64050

ATTENTION: MR. EARL NEWILL AND MR. JOHN McCLERNON

REF PROJECT: JACKSON COUNTY 2014 PAVEMENT MAINTENANCE, PHASE 1 - ASPHALT OVERLAY  
COUNTY PROJECT NO. 3175

SUBJECT: BID ERROR

DEAR EARL AND JOHN,

I HAD MADE AN ERROR IN THE BIDDING OF THE ABOVE REFERENCED PROJECT AND HAD MISSED  
THAT THE PROJECT WAS TO USE VIRGIN TYPE 3 ASPHALT SURFACE AND WAS BID WITH RECYCLE.

WE REQUEST THAT WE BE RELEASED FROM THE PROJECT AND OUR BOND BE RETURNED.

I WISH TO THANK YOU IN ADVANCE FOR YOUR HELP AND CONSIDERATION IN RESOLVING

THIS MATTER.

SINCERELY,  
METRO ASPHALT, INC.

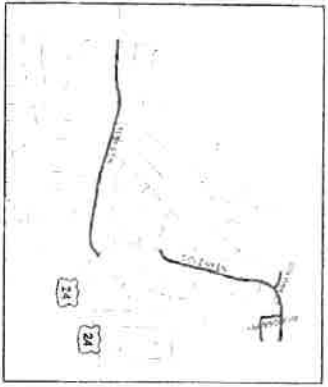
  
DANIEL C. O'DONNELL - VICE PRESIDENT

<b>FUNDING SUMMARY</b>	
<b>ACCOUNT 004-1506-58040</b>	
Budgeted Amount	\$ 2,525,538.00
Chip Seal Contract	\$ 1,216,972.14
Pavement Marking Contract	\$ 222,658.21
Asphalt Contract as bid	\$ 1,057,399.16
Additial funds to apply to Asphalt	\$ 28,508.49
	\$ 2,525,538.00
<b>TOTAL ASPHALT BID AWARD</b>	
Asphalt as bid	\$ 1,057,399.16
Additional funds to apply to Asphalt	\$ 28,508.49
EOC fence for Sheriffs Building	\$ 50,000.00
<b>Total Contract Award</b>	<b>\$ 1,135,907.65</b>

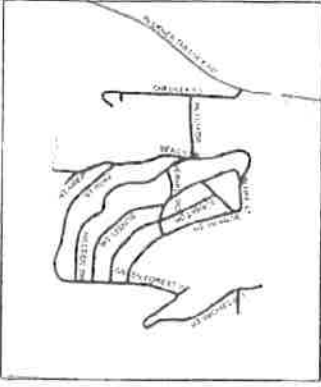


2014 Road Program  
Public Works Department

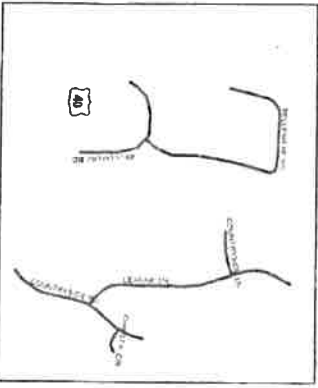
	2013	2014
Chipseal (Miles)	46.3	36.2
Asphalt Overlay	3.7	10.1
Pavement Marking	30.1	33.7
Crack Seal	0	1.5



Salem East Area - Inset 1



Tarsney Lakes - Inset 2

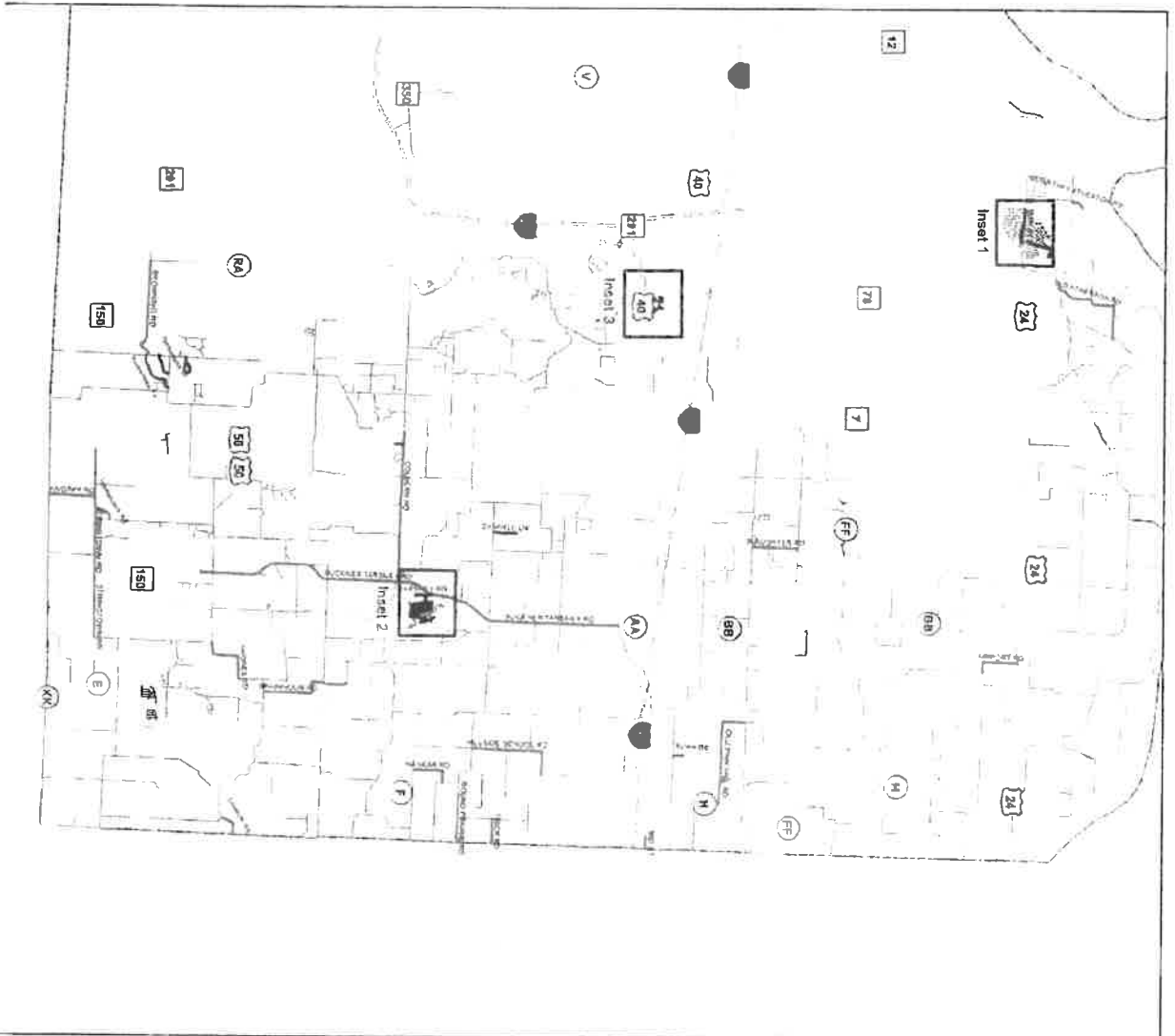


Countryside West Area - Inset 3

**Notes:**  
 Approximate costs per mile for above work  
 Chipseal (\$24,000 sy/mile) \$24,000/mile  
 Asphalt Overlay 2"thick \$130,000/mile  
 Pavement Marking  
 Paint \$4,000/mile  
 Thermo \$12,000/mile  
 Crack Seal \$10,000/mile

All above work is by Contractor. Road preparation for this work by County forces and includes patching, ditching, culvert replacement, bushcutting and road base work.

Legend	
	OVERLAY ACTION
	OVERLAY ACTION
	CHIP SEAL ACTION
	CHIP SEAL ACTION



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract with four twelve-month options to extend, for the furnishing of bulk salt and treated salt for use by the Public Works Department to Central Salt, LLC, of Elgin, IL, under the terms and conditions of Mid-America Regional Council Contract No. 37, an existing government contract.

**RESOLUTION NO. 18552**, June 23, 2014

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, the Public Works Department has a need for bulk salt and treated salt for departmental operations; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a term and supply contract for the furnishing of bulk salt and treated salt for use by the Public Works Department to Central Salt, LLC, of Elgin, IL, under the terms and conditions of Mid-America Regional Council Contract No. 37, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18552 of June 23, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18552  
 Sponsor(s): Bob Spence  
 Date: June 23, 2014

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Four Twelve Month Options to Extend, for the furnishing of Bulk Salt and Treated Salt for the Road and Bridge Division of the Public Works Department to Central Salt, LLC of Elgin, IL; under the Terms and Conditions of the MARC (Mid-America Regional Council) Contract No. 37, an existing government contract.</u></p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; 004-1506-57450 Road &amp; Bridge, Road Maintenance, Salt &amp; Sand</td> <td style="text-align: right;">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Road &amp; Bridge Division of Public Works Estimated Use: \$200,158.00</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$300,000.00                  Prior Year Actual Amount Spent (if applicable): \$299,282.20</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; 004-1506-57450 Road & Bridge, Road Maintenance, Salt & Sand	\$
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; 004-1506-57450 Road & Bridge, Road Maintenance, Salt & Sand	\$										
<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): Prior resolutions and (date): 16984, August 10, 2009										
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Anessa Culbertson, Senior Buyer, 881-3465										
<b>REQUEST SUMMARY</b>	The Road & Bridge Division of the Public Works Department requires a Term and Supply Contract for Bulk Salt and Treated Salt for departmental operations.										
<b>CLEARANCE</b>	<p>RECOMMENDED VENDOR: Central Salt, LLC – Elgin, IL</p> <p>CONTRACT NUMBER: MARC 37</p> <p>Pursuant to Section 1030.04 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends a Twelve Month Term and Supply Contract with Four Twelve Month Options to Extend, for the furnishing of Bulk Salt and Treated Salt for the Road &amp; Bridge Division of the Public Works Department to Central Salt LLC of Elgin, IL; under the Terms and Conditions of the MARC (Mid-America Regional Council) Contract No. 37, an existing government contract.</p> <p>This award is made on an “as needed” basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p> <p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor’s Office)</p>										

ATTACHMENTS	MARC Contract No. 37 and Memorandum from Public Works Department	
REVIEW	Department Director: <i>Earl Newill</i>	Date: <i>6-16-14</i>
	Finance (Budget Approval): <i>If applicable Deborah S. Ball</i>	Date: <i>6-17-14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>6/17/14</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



Jackson County  
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

MEMORANDUM

TO: Anessa Culbertson, Senior Buyer  
FROM: Caroline Deihl, Public Works - Road Maintenance  
DATE: May 28, 2014  
SUBJECT: Salt & Deicer- Bid No. 66

Anessa, We have evaluated the above referenced bid for Salt & Deicer. We recommend the bid be awarded to Central Salt. We will purchase approximately 2900 tons which comes to \$200,158.00 out of account 004-1506-57450.



**YEARLY CONTRACT for SALT & DEICER  
MARC/KCRPC Bid NO. 66**

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Central Salt, L.L.C., hereinafter referred to as "Contractor" is effective this 16<sup>th</sup> day of May, 2014.

WITNESSETH:

WHEREAS, MARC/KCRPC does hereby accept, with modifications, if any, the bid of Central Salt, L.L.C. The bid document and submittal by Contractor is made a part of this contract. Awarded items include:

- Item 1 straight road salt at \$69.02/ton delivered
- Item 2 Snowslicer (deicer) at \$80.09/ton delivered

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide awarded items on an as-needed basis, for MARC/KCRPC Participants, as specified on attached price sheet. Contract pricing will be extended to Non-Participants until December 1, 2014. Any Non-Participants expressing interest in using the contract will be mutually agreed upon by issuance of contract modification.

All sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract. All sales to Participants or Non-Participants will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering Participant or Non-Participant.

The Contractor shall furnish to MARC/KCRPC:

- a) Payment of the 1.5% Administrative Fee to MARC/KCRPC, based on gross sales for each month to Participants and Non-Participants. All payments shall be made payable to: Mid-America Regional Council (bid number and month of sales must be referenced on each payment.) Mail payment to Attn: Finance Department, MARC, 600 Broadway Suite 200, Kansas City MO 64105-1659.
- b) A composite report of all contract purchases against any and all purchase orders issued against this contract. The report shall be compiled and submitted to Program Coordinator electronically. Copies of invoices may be submitted electronically, in lieu of a composite report.

**2. CONTRACT TIME**

Contract is effective from May 16, 2014 to May 15, 2015 with the option to renew in writing for four (4) one-year renewal periods.

**3. INVOICES**

Invoices for orders placed by MARC shall be prepared and submitted in triplicate to the Participant or Non-Participant. All invoices shall contain the following information: contract number, purchase order number, catalog number; description, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the ordering Participant or Non-Participant. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement with respect to such invoice without losing discount privileges until such delay, error or omission has been remedied.

**4. TERMINATION**

This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party. The MARC/KCRPC and Participants may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions of this contract. In the event of any termination of contract



by the Contractor that is not due to the breach of this Contract by, or other fault of, MARC/KCRPC or any Participant, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

**5. CHANGES AND ADDITIONAL SERVICES**

The MARC/KCRPC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify MARC/KCRPC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

**6. CONFLICTS OF INTEREST**

The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

**7. COMPLIANT WITH APPLICABLE LAWS**

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

**8. NOTICES**

Any notice to any Contractor from MARC/KCRPC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

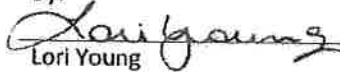
IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By:



David Wagon  
Executive Director  
Mid-America Regional Council  
600 Broadway Suite 200  
Kansas City, MO, 64105-1659

By:



Lori Young  
Customer Service Supervisor  
Central Salt, L.L.C.  
385 Airport Road Suite 108  
Elgin, IL, 60123  
P. 620-257-5626 or 847-608-8130  
F. 620-257-5052 or 847-608-8135  
Email: [lyoung@centralsalt.com](mailto:lyoung@centralsalt.com) and  
[centralsalt@centralsalt.com](mailto:centralsalt@centralsalt.com)

Date:

5/29/14

Date:

May 13, 2014

**Distribution:**

Originals (2): Contractor MARC/KCRPC Program Coordinator

**Staff Contact:**

Rita Parker, KCRPC Program Coordinator P. 816-246-5083 (F. 816-421-7758) Email: [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com)



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Right of Entry Agreement with the Union Pacific Railroad, in connection with Phase II of the environmental assessment of the Old Rock Island Railroad Corridor.

**RESOLUTION NO. 18553**, June 23, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, on October 16, 2009, the City of Kansas City, Missouri submitted a proposal to the Environmental Protection Agency (EPA) for the Brownfields Coalition Assessment Grant; and,

WHEREAS, by Resolution 17566, dated April 11, 2011, the Legislature did authorize the execution of a Memorandum of Understanding with the City of Kansas City, Missouri, and the Land Clearance for Redevelopment Authority of Kansas City, Missouri (LCRA), to form the Kansas City Brownfields Assessment Coalition, for the purpose of implementing the grant; and,

WHEREAS, the Kansas City Brownfields Coalition has approved an allocation of grant funds for the environmental assessment of the Old Rock Island Rail Corridor, in an amount not to exceed \$150,000.00; and,

WHEREAS, by Resolution 18548, dated June 16, 2014, the Legislature did authorize the execution of a Sub-Grant Agreement with the City of Kansas City, Missouri for Phase II of the environmental site assessment of the Old Rock Island Rail Corridor; and,

WHEREAS, the Union Pacific Railroad has requested the execution of a Right of Entry Agreement with Jackson County to allow County staff and contractors the right of access to the Rail Corridor for work relating to the environment assessment; and,

WHEREAS, execution of the attached Right of Entry Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the County Executive be and hereby is authorized to execute the attached Right of Entry Agreement with the Union Pacific Railroad for the environmental assessment of the Old Rock Island Rail Corridor.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18553 of June 23, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18553

Sponsor(s): Theresa Garza Ruiz

Date: June 23, 2014

<p>SUBJECT</p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the County Executive to enter into a Right of Entry agreement with the Union Pacific Railroad granting the County and its contractors access to the Old Rock Island Railroad Corridor for the purposes of conducting a phase II environmental site assessment.</u></p>										
<p>BUDGET INFORMATION  <i>To be completed                  By Requesting                  Department and                  Finance</i></p>	<table border="1" data-bbox="331 590 1206 903"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT  TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A                  Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$0.00										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$0.00										
Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>Graham Renz, Special Projects Analyst, 816-332-0513</p>										
<p>REQUEST SUMMARY</p>	<p>This request authorizes the County Executive to enter into a Right of Entry agreement with the Union Pacific Railroad Company allowing the County and its contractors the right to access the Old Rock Island Railroad Corridor for the purposes of conducting a phase II environmental site assessment. This Right of Entry agreement is one of many steps necessary to assess the condition of the Rock Island Railroad Corridor, and helps move the region's vision for commuter rail and a connection to the Katy Trail State Park forward.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Attachment A – Right of Entry Agreement	
REVIEW	Department Director: <i>[Signature]</i>	Date: 6/19/14
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: 6/19/14
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Folder No. 2807-44

## RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of June \_\_, 2014, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter the "Railroad"), and JACKSON COUNTY, MISSOURI, to be addressed at 415 East 12<sup>th</sup> Street, Kansas City, MO 64106, (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**Article 1. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

**Article 2. RIGHT GRANTED; PURPOSE.**

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property Rock Island Line in the vicinity of Jackson County, Missouri, for the purpose of taking soil borings and completing a Phase II Environmental Study. The right herein granted to Licensee is limited to the Rock Island Line located in Jackson County, Missouri as shown on Exhibit A attached hereto and hereby made a part hereof.

**Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

**Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE;  
RAILROAD REPRESENTATIVE.**

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Track Maintenance of the Railroad or his authorized representative (hereinafter the Railroad Representative):

**Jim Hild  
Union Pacific Railroad Company  
1400 Douglas Street, STOP 1690  
Omaha, NE 68179-1690  
402-544-8614**



**Article 5. TERM; TERMINATION.**

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until November 30, 2014 unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article 6. CERTIFICATE OF INSURANCE.**

A. Before commencing any work, the Licensee will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement in a policy which contains the following type of endorsement:

"Union Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's, as Licensee, performance of any work on the property of the Railroad."

B. Licensee warrants that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

C. All insurance correspondence shall be directed to: Union Pacific Railroad Company, (Attn.: Jim Hild - Folder No.2807-44), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

**Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, the Licensee shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

**Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and Tennessee only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

**Article 9. LICENSE FEE.**

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of **ONE AND NO/100s DOLLARS (\$1.00)** to cover Railroad's cost to prepare and administer this Agreement.

**Article 10. CONFIDENTIALITY.**

A. The Parties acknowledge that any data, samples, test results, laboratory analyses, or other information obtained or derived from any environmental investigation or other related work performed on Railroad's Property, and all documents, reports or other information that are developed which pertain to environmental conditions on Railroad's Property (hereinafter "the Environmental Report") are confidential in nature. The Parties agree that all such information, including the Environmental Report, shall be distributed only to those officers, directors and employees of Railroad and Licensee who are authorized by the Railroad to receive such information.

B. Government agencies that are authorized by law to obtain the Environmental Report, including any data, samples, laboratory analyses, and/or other information relied upon to develop the Environmental Report, are authorized by the Railroad to receive the Environmental Report when requested pursuant to legally applicable federal, state or local mandate. Licensee agrees that the Railroad shall be notified of any request by a federal, state or local government agency for copies of the Environmental Report and/or related information.

C. Adequate instructions shall be issued by the Licensee to all affected officers, directors, employees and consultants of the Licensee as necessary to satisfy the confidentiality provisions of this Agreement.

D. The Licensee's contractors, subcontractors, consultants, lenders, counsel and advisors, including legal counsel, that are hired to assist, conduct, prepare and/or review the Environmental Report, shall not be provided a copy of the Environmental Report and/or related information until they agree in writing to adhere to all the provisions of this Agreement.

E. In addition to any other remedy at law, the Parties agree that either Party shall have the right to enjoin the other Party, including the other Party's contractors, subcontractors, consultants, lenders, counsel, and/or advisors, in any court of competent jurisdiction for breach of the confidentiality provisions of this Agreement.

F. All the terms contained in this Agreement shall survive completion of any work authorized by this Agreement, as well as any related discussions and/or negotiations. The Licensee and Railroad agree to be bound by the confidentiality provisions of this Agreement in perpetuity.

G. Government agencies that provide financial assistance to perform environmental studies of the Rock Island Corridor are authorized to obtain the Environmental Report, including any data, samples, laboratory analyses, and/or other information relied upon to develop the Environmental Report. Additionally, these Government agencies are authorized to provide public access to the Environmental Report and/or related information if required by law and when a request is made. Licensee agrees that the Railroad shall be notified of any public request for the Environmental Report and/or related information.

**Article 11. LICENSEE SHALL FURNISH INFORMATION TO THE RAILROAD.**

Prior to entering Railroad's property, the Licensee shall also furnish to Railroad a copy of all correspondence (which shall remain a continuing obligation that includes all past and any future correspondence) with any regulatory agencies, or others, that may be involved in this project; a copy of a work plan and a location plan. Prior to the conclusion of this Agreement, the Licensee shall also furnish to the Railroad a copy of all boring logs, and all analytical results obtained hereunder; and advise the Railroad of any and all clean-up activities undertaken with respect to this project and the results and

conclusion of same. All required information shall be directed to Union Pacific Railroad Company, c/o Mr. Jim Hild, 1400 Douglas Street, STOP 1690, Omaha, NE 68179-1690.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

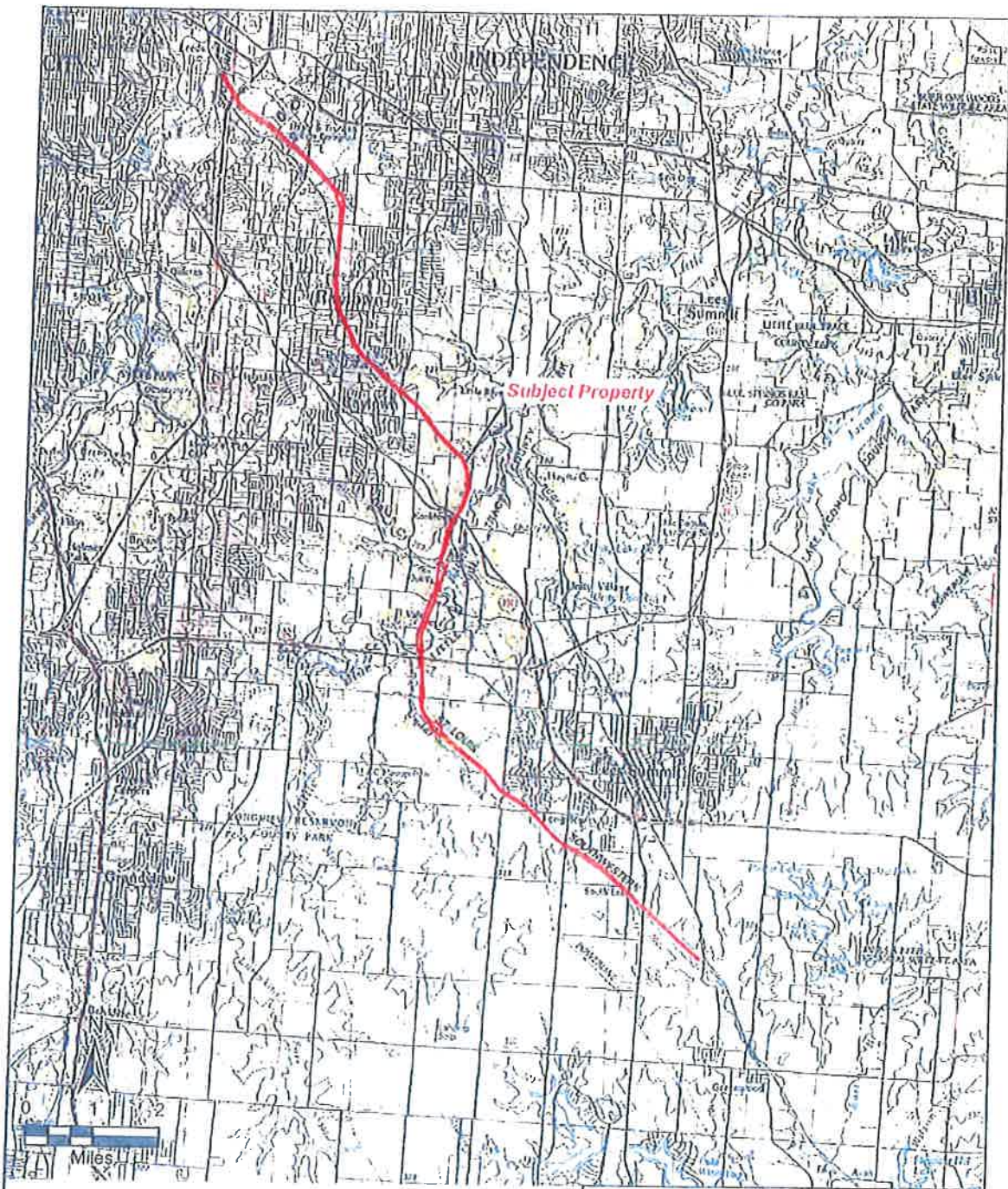
**UNION PACIFIC RAILROAD COMPANY**  
*Federal Taxpayer I.D. #94-6001323*

**JACKSON COUNTY, MISSOURI**

By: \_\_\_\_\_  
Senior Manager – Real Estate

By: \_\_\_\_\_  
Title: Chief Engineer

*(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)*



Legend

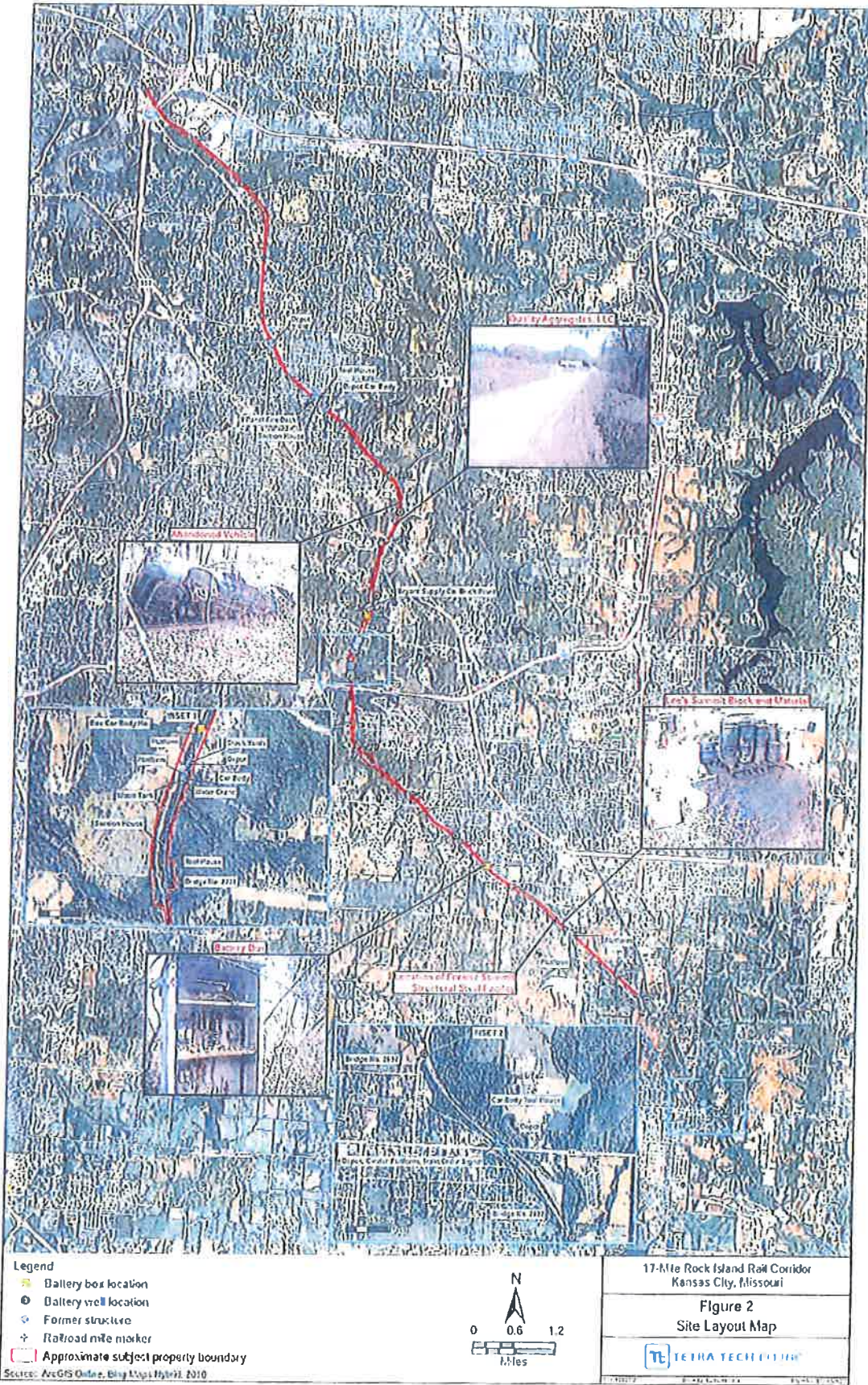
Approximate subject property boundary

17-Mile Rock Island Rail Corridor  
Kansas City, Missouri

Figure 1  
Site Location Map



Source: USGS, 1:62,500 7.5 Minute Topo Quads



**EXHIBIT A****SCOPE OF SERVICES  
ENVIRONMENTAL SITE ASSESSMENT****ROCK ISLAND RAIL CORRIDOR****June 2014****SCOPE OF SERVICES****PHASE II ESA**

The drilling, sampling and analysis will be conducted to develop information with respect to the potential presence of environmental impacts associated with the RECs, adjacent properties, and encroachments identified in the CH2MHill Phase I ESA and Tetra Tech Phase I ESA on the seventeen (17) mile stretch of former Chicago, Rock Island, & Pacific Railroad ROW.

The general scope of work will consist of the following activities: site safety and health plan preparation, drilling and soil sampling, groundwater sampling, laboratory analysis of soil and groundwater samples, data analysis and interpretation, report preparation, and other work essential to the Phase II ESA not identified herein.

Drilling and sampling operations will be directed by a contractor field supervisor, and filed personnel will be OSHA trained in accordance with 29 CFR 1910.120. Prior to subsurface drilling activities, The Contractor will notify the utility service alert in accordance with local practices. Equipment decontamination, sample collection, field documentation, sample custody and laboratory analyses will be in general accordance with methods prescribed by the EPA. Drilling will be conducted by a qualified contractor, and laboratory analysis will be performed by a qualified laboratory. Investigation derived waste from the site will be returned to the site where conditions allow; otherwise, the material will be drummed and left on site for future handling by the client. Field quality control sample will not be collected and analyzed as part of the assessment, limiting the data validation process, and therefore, the data provided will be considered sufficient for preliminary evaluation purposes only.

Each of the RECs, adjacent properties, and encroachments and their associated specific scope of services (drilling, sampling and analysis) are described below.

**Railroad-Related RECs**

There were numerous RECs identified as part of Phase I ESA activities that warrant completion of Phase II ESA activities. Each REC identified is identified below with the requested SOW.

**Rail Bed throughout Corridor** – To assess the potential environmental impact from in-place rail ties and the track bed material, assessment for representative conditions will include obtaining soil samples from the existing track grade. Locations will be developed on

approximate 0.5 mile-centers along the entire 17 mile corridor, with the exception of where the same assessment will be conducted at five Depot and Siding locations. This would be a total of 29 soil assessment locations. The first task at each assessment location will be to screen Resource Conservation and Recovery Act (RCRA)-8 metal concentrations using a soil-capable X-Ray Fluorescence (XRF) device. One sample will be collected from the area of soil exhibiting the highest screening reading. Each sample will be collected from approximately the upper 1 foot of soil to assess the near-surface depth interval as defined in the MRBCA Guidance Document. The samples will be submitted for:

- Polyaromatic Hydrocarbons (PAH; short list) using EPA Method 8270C, and
- RCRA-8 Metals (EPA Methods 6010/7470).

In addition, if discolored soil is observed indicating a ground spill within the track bed, a soil sample will also be analyzed for Total Petroleum Hydrocarbons (TPH) Diesel- and Oil-Range (DRO/ORO) Petroleum Hydrocarbons using EPA Method 8270C (15 samples estimated). Finally, one railroad tie will be sampled at each location and analyzed for waste disposal purposes (34 samples). Testing will be for RCRA-8 metals and a Toxicity Characteristic Leaching Procedure (TCLP) analysis if the Hazardous Waste "Rule of 20" threshold concentration is exceeded.

If MRBCA Default Target Levels (DTLs) are exceeded at any of the sampling locations, a MRBCA Tier 1 Risk Assessment will be completed for the corridor to develop COC Representative Concentrations and Risk-Based Target Levels (RBTLs).

**Depot/Sidings** - Limited Phase II ESAs are requested for near surface and subsurface soils under existing track beds and along the track bed at four former depot/siding locations and one brick plant. The following approximate locations are indicated on the available railroad valuation maps:

- Former South Lee, Missouri Depot (MP 271.9) and 2 related platforms, siding, and stockyards;
- Former Vale, Missouri Depot (MP 277.6), former car body (MP 277.5) and former box car body (MP 277.6);
- Former Carroll, Mo. Depot in car body, section house, tool house and 9 panel fire deck – near MP 281.3;
- Former Raytown, Mo. Depot (MP 282.6), and
- Former Bryant Supply Co. Brick Plant and spur (MP 278.0).

The base SOW should include advancing four borings to a maximum depth of approximately 25 feet bgs at each individual location; two soil samples will be collected from each borehole (near-surface and subsurface soil). Samples will be submitted for the following analysis:

- TPH-DRO/ORO using EPA Methods 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- Herbicides using EPA Method 8151 (shallow samples only);

- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (EPA Methods 6010/7470).

At each of the five depot/siding areas, analyze soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the analyses above, if any location contains building materials that are suspect asbestos-containing, surface samples will be collected for asbestos analysis by Polarized Light Microscopy (PLM). For costing purposes, assume analysis for 15 samples.

Groundwater samples will be collected from two of the four sampling locations that have been assessed in the field as potentially the most likely areas of COC at each depot/siding. Sample collection will be performed by installing a one-inch diameter PVC temporary piezometer as field conditions require. Samples will be submitted for the following analysis:

- TPH-DRO and TPH-ORO using Methods 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Girders & Platforms** - Five girder and platform bridge structures are located within the ROW including:

- Blue Ridge Cut-Off Overpass – MP 285.1;
- 47th Street Rock Island Bridge – MP 284.9;
- Raytown Road Bridge – MP 282.6;
- Highway 350 Overpass – MP 278.8, and
- Little Blue River railroad bridge – MP 277.1.

There is the possibility that lead-based paint (LBP) could have been applied to these structures, have peeled through time and have impacted the surrounding near-surface soil. To assess this possibility, the first task at each assessment location will be to screen RCRA-8 metal concentrations using a soil-capable XRF. One sample will be collected from each area of lead concern (highest XRF readings). The samples will be collected using a hand-auger from the approximate upper 1 foot of soil to assess the near-surface depth interval as defined in the MRBCA Guidance Document. For costing purposes, a total of three samples per girder/siding location are assumed. The samples will be submitted for RCRA-8 metal analysis using EPA Method 6010/7470. If any sample exhibits a total metal concentration exceeding the Rule of 20, it shall be analyzed for TCLP (five samples assumed). In addition, each collected soil sample shall be submitted for herbicide analysis using EPA Method 8151.



**Battery Boxes/Battery Wells** – A total of four areas containing battery boxes and battery wells were observed in the field and on supplied railroad valuation maps. These locations include near MP 274.1, between MP 273 and 274, between MP 277 and 278.2, and near MP 279.5. The battery boxes should be inspected by the Consultant. If any staining or corrosion is observed inside the battery wells or boxes, representative samples will be collected from near-surface soil using a hand-auger. A total of three samples will be collected surrounding each stained box or well. All samples will be and submitted for RCRA-8 metals analysis and one sample from each of the individual locations will be submitted for herbicide analysis. The samples should be retained for possible TCLP testing if the RCRA “Rule of 20” is exceeded.

When conducting the Phase I ESA update site reconnaissance, the Consultant should inspect the battery boxes and provide the County information regarding the number of batteries present.

#### Group Reporting for Railroad-Related RECs

Once the Phase II ESA field activities are complete, the Consultant will prepare a single report combining all these assessment areas. The “group report” will describe the approach and summarize field activities completed for each area. The report will also include findings and conclusions for each area comparing analytical data to MRBCA DTLs, specifying the extent of identified contamination and provide a recommendation for additional assessment work if deemed necessary to provide sufficient information to prepare a cursory estimation of subsequent remedial costs. The report will also include a review of Eco-Risk and development of a CSM for each assessed area in accordance with the MRBCA Guidance Document.

If DTLs are exceeded at any of the assessment areas, a MRBCA Tier 1 Risk Assessment will be completed for each area as necessary so that COC Representative Concentrations can be calculated and Risk-Based Target Levels (RBTLs) assessed. For costing purposes, assume that three Tier 1 reports will be prepared.

#### **Adjacent Properties**

Adjoining properties of potential concern were also identified in Phase I ESA’s. The RECs will be assessed by conducting a limited Phase II ESA at each area. The adjoining properties include:

**Lee’s Summit Block & Material** – The Phase I ESA inspection noted storage of 55-gallon drums and 5-gallon containers of presumed used oil within the ROW (MP 272.3). In addition, an approximate 100-square-foot area of petroleum soil staining was observed in the ROW. As the ROW is partially being used for storing materials and containers, there is the potential that additional areas exhibiting an environmental impact could be present once the materials are removed.

The SOW will include advancing up to six direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). One borehole will be advanced in the identified area of stained soil and one location near and outside of the stained area on the topographically downgradient direction. In addition, four additional borings are to be advanced in the area where materials are being stored. The Consultant may adjust the final

borehole locations if field observations warrant. Samples will be collected from both near-surface and subsurface soil and will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from three sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- Total Dissolved Solids (TDS) using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Summit Structural Steel Corporation** – This business is located at 100 SW Scherer Road near MP 272.2 in Lee's Summit and operated by Taylor-Dunn. The business is listed in the CERCLIS-NFRAP database. As observed during the site reconnaissance, one large building is present and located on the Property ROW. Based on documentation provided by MDNR the facility historically disposed of waste including scrap metal, paint waste and cutting oil outside the facility on the ground.

As there are questions regarding the environmental condition of this area, a Phase II ESA will be conducted. The SOW will include advancing up to four boreholes using direct-push technology along the ROW to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from two sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Billy Goat Property** – This business is located at 100 SW Scherer Road near MP 271.9. This is a former UP lease property that is storing 55-gallon drums and 5-gallon containers of used oil on the ground within the ROW without secondary containment. Stained concrete and soils were observed during a Phase II ESA inspection. As there are questions regarding the potential impact to the Subject Property, a limited Phase II ESA will be conducted.

The SOW will include advancing up to four direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from two sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Sexton Metal Craft, Inc.** – This former business is located at 9700 East 56<sup>th</sup> Street near MP 283.8 with the western property boundary adjacent to the ROW. The former operation had an ERNS database listing noting historical spills. According to the ERNS inspection report, the business was disposing of waste lacquer and lacquer thinner into the facility storm drain causing it to clog. This reportedly caused the storm water to flood the facility and create an offsite spill. A Phase II ESA is required to assess the potential impact to the ROW in this area.

The SOW will include advancing up to four direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from three sampling locations that have been assessed in the field as potentially the most likely areas of COC; the spacing should be approximately triangular in shape to provide adequate groundwater assessment coverage, as feasible. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;

- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Residential/Commercial Property with Auto Repair** – This residential/commercial property is located immediately south of the 75<sup>th</sup> Street intersection near MP 280.6. The property has been reportedly used for automotive repair activities. The CH2M Hill Phase I ESA noted that dumping of automotive debris and automotive parts should be considered a REC to the ROW; therefore, a Phase II ESA is requested to assess the potential impact.

The SOW will include advancing up to four direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from two sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Conoco Short Stop** – This retail gasoline station is located at 6509 Raytown Road near MP 282.7. The eastern edge of the facility is located adjacent to the ROW and has been noted as extending approximately 50 feet into the ROW. Environmental database reports have shown this facility as being a LUST site. The status of the LUST case is closed following a remedial action. However, due to the encroachment into the ROW and the understanding that currently unidentified subsurface impacts may be present, a Phase II ESA will be conducted.

The SOW will include advancing up to four direct-push technology boreholes along the ROW to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- 
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from two sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Automatic Systems, Inc.** – This facility is located at 9230 East 47<sup>th</sup> Street near MP 284.8. The business reportedly specializes in manufacturing products for the automotive industry, baggage handling systems, bulk material handling, steel mill and foundry systems. Phase I ESA environmental database records exhibited numerous listings including RCRA-SQG, FTTS, FTTS/HIST, FINDS, UST and NPDES. There were RCRA-SQG inspection violations noted

between 1993 and 2007; waste streams were indicated as including chromium and spent non-halogenated solvents. A Phase II ESA is requested to assess the potential impact to the ROW in this area.

The SOW will include advancing up to six direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from three sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Raytown VIP Cleaners** – This business is located at 6448 Raytown Trafficway at MP 282.6 and adjoins the Subject Property ROW. The facility is listed in the Missouri DRYCLEANERS database. The database notes that chlorinated solvents were not used; however, it is reasonable to assume that PCE has been used at some time in the past. The facility is located approximately 120 feet topographically upgradient of the subject property. Therefore, the requested SOW includes advancing two boreholes along the ROW to the first occurrence of groundwater. No soil samples will be collected as the potential impact to the ROW is through the groundwater pathway.

Groundwater sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for Full Scan VOC and TPH-GRO analysis using EPA Method 8260B. In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

### **Encroachments**

The Phase I ESA Report identified several areas of encroachments into the Property ROW. The areas primarily of concern consist of adjoining businesses storing materials including 5- to 55-gallon containers and aboveground storage tanks (ASTs). The Consultant is requested to thoroughly document current solid waste encroachment conditions present in the ROW and provide recommendations as to the potential limitations for executing subsequent Phase II ESA activities for identified RECs.

Once the areas of staining and/or areas of potential environmental concern are identified, sampling of near surface soil will be performed using a hand-auger. The following encroachment areas are expected to be assessed:

1. MP 272.2 - Summit Structural Steel Company. Assessment requirements for this area is described earlier In Section 3.2;
2. MP 272.3 - Lee's Summit Block and Material - Concrete blocks have been positioned immediately adjacent to the remaining railroad tracks. This facility uses the subject property for storage including storage of abandoned containers and abandoned ASTs. Assessment requirements for this area is described earlier in Section 3.2;
3. MP 277.5 - Storage of abandoned 55-gallon containers and an AST and business parking for the Monier Lift Tile, LLC. The address is 12600 East 98 Street;
4. MP 279.3 - A portion of the quarry access road and stockpiles located at Quality Aggregates, LLC - 13000 East State Route 350;
5. MP 281.3 - Woodson Road where it crosses the subject property ROW in a residential area;
6. MP 282.4 - Parking and storage for the Leath and Sons Construction Company;
7. MP 283.3 - East 59th Street where it crosses the subject property ROW;
8. MP 284.0 - At East 55th Street, the east side of the facility and associated parking lot.

For costing purposes, assume that two near-surface samples will be collected from each individual area of stored materials. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and



- RCRA-8 Metals using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

In addition to the analyses above, if any location contains building materials that are suspect asbestos-containing, surface samples will be collected for asbestos analysis by Polarized Light Microscopy (PLM). For costing purposes, assume analysis for 6 samples.

#### Group Reporting for Adjoining Properties & Encroachments

Once the Phase II ESA field activities are complete, the Consultant will prepare a single report combining all these assessment areas. The “group report” will describe the approach and summarize field activities completed for each area. Likewise, the report will include findings and conclusions for each area comparing analytical data to MRBCA DTLs, specifying the extent of identified contamination and provide a recommendation for additional assessment work if deemed necessary to provide sufficient information to prepare a cursory estimation of subsequent remedial costs. The report will also include a review of Eco-Risk and development of a Conceptual Site Model (CSM) for each assessed area in accordance with the MRBCA Guidance Document.

If DTLs are exceeded at any of the four assessment areas, a MRBCA Tier 1 Risk Assessment will be completed for each area as necessary so that COC Representative Concentrations can be calculated and Risk-Based Target Levels (RBTLs) assessed.

**EXHIBIT B**

**Section 1 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 2 - NO INTERFERENCE WITH RAILROAD'S OPERATION.**

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

**Section 3 - PERMITS.**

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

**Section 4 - MECHANIC'S LIENS.**

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

**Section 5 - FIBER OPTIC CABLE SYSTEMS.**

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential

damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6 - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

**Section 7 - SAFETY INSTRUCTIONS.**

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

a. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

b. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

c. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

**Section 8 - INDEMNITY.**

a. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

b. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

c. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

**Section 9 - RESTORATION OF PROPERTY.**

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

**Section 10 - WAIVER OF BREACH.**

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

**Section 11 - ASSIGNMENT – SUBCONTRACTING.**

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

EXHIBIT C

Union Pacific Railroad  
Contract Insurance Requirements

Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance: Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. Pollution Liability insurance.** Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

**G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

**I.** Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

**J.** Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

**K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

**L.** The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**M. SELF-INSURANCE BY CONTRACTOR.** "CONTRACTOR is allowed to retain (self-insure) in whole or in part any insurance obligation under this Agreement. Any retention shall be

for the account of CONTRACTOR. If CONTRACTOR elects to retain (self-insure) any insurance required by this Agreement CONTRACTOR agrees that it shall provide Railroad with the same coverage that would have been provided to it by the required commercial insurance forms had CONTRACTOR obtained commercial insurance. For all coverage not retained (self-insured) CONTRACTOR shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement. For all coverage retained, self-insured, CONTRACTOR shall provide a letter stating that through its risk management programs it retains the balance of its insurance obligation under this agreement and that this letter is provided in lieu of a Certificate of Insurance."

**SUBMITTING REQUESTS FOR  
RAILROAD PROTECTIVE LIABILITY INSURANCE**  
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Application forms for inclusion in Union Pacific Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained by accessing the following website (includes premiums as well):

[www.uprr.com/reus/rrinsure/index.shtml](http://www.uprr.com/reus/rrinsure/index.shtml)

If you have questions regarding railroad protective liability insurance (i.e. premium quotes, application) please contact the Marsh USA Service Team, Bill Smith or Cindy Long at:

Phone: (800) 729-7001

Fax: (816) 556-4362

Email: [william.j.smith@marsh.com](mailto:william.j.smith@marsh.com)

Email: [cindy.long@marsh.com](mailto:cindy.long@marsh.com)

\*PLEASE NOTE - The RPLI application and premium check should be sent directly to Marsh, USA at the address shown below - do NOT send your check and application via overnight air, as the P.O. Box will NOT accept overnight deliveries.

If you are in a situation where you require a RUSH, please contact Bill Smith or Cindy Long and they will do their best to accommodate your needs. All checks written to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

Send Checks and Applications to the following "NEW" address:

Marsh USA  
NW 8622  
PO Box 1450  
Minneapolis, MN 55485-8622



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract and authorizing a twenty-year lease agreement for the furnishing and installation of a solar photovoltaic electric generating system for use at the Downtown Kansas City Courthouse to Brightergy of Kansas City, MO, under the terms and conditions of Request for Proposals No. 46-14, at an actual cost to the County for 2014 not to exceed \$600.00.

**RESOLUTION NO. 18554**, June 23, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the use of solar technology will reduce the County's carbon footprint and is a responsible and sustainable practice to conserve energy for our community; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Request for Proposals No. 46-14 for the lease and installation of a solar photovoltaic electric generating system on the Downtown Kansas City Courthouse; and,

WHEREAS, a total of fifty-nine notifications were distributed and three responses were received and evaluated as follows:

<b><u>BIDDER</u></b>	<b><u>POINTS</u></b>
Brightergy Kansas City (Jackson County), MO	94
Monolith Solar Kansas City (Jackson County), MO	83.5

Great Plains Energy

Kansas City (Jackson County), MO

73.33

and,

WHEREAS, an evaluation committee reviewed the proposal submitted on the basis of experience, ability to perform the services requested, pricing, and responsiveness to the general conditions and provisions, and recommends the award of a contract to Brightergy of Kansas City, MO; and,

WHEREAS, in accordance with Brightergy's proposal, the County will enter into a twenty-year lease agreement at an annual cost for the first year in the amount of \$2,400.00, prorated to \$600.00 for 2014; and,

WHEREAS, the solar energy produced will offset the County's customary utility costs, for an estimated savings of \$38,489.00 over the life of the lease agreement; and,

WHEREAS, the attached Lease Agreement with Brightergy is a suitable mechanisms by which to implement the mutual understanding of the parties; and,

WHEREAS, pursuant to 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends that award of a twenty-year lease for the furnishing of solar photovoltaic electric generating system be made to Brightergy of Kansas City, MO, as

the lowest and best proposal; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any and all documents necessary to give effect to this resolution; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be, and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are available in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18554 of June 23, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_


\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 5101 56790  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Other Contractual Services  
NOT TO EXCEED: \$600.00

Funding for future years is subject to appropriation.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18554

Sponsor(s): Theresa Garza Ruiz

Date: June 23, 2014

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Contract and Authorizing a Lease for the furnishing of Solar Panels for the Jackson County Courthouse to Brightergy of Kansas City, Missouri under the terms and conditions of Request for Proposal No. 46-14.</u></p>																
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$600.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$600.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$600.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 001-5101-56790 – General Fund, Non-Departmental, Other Contractual Services</td> <td>\$600.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: _____ Estimated Use: \$ _____</p> <p>The \$600.00 is for 2014, Solar Panel installation should be complete in October; lease payments are \$200.00 per month for the first year. This will be for a 20 year Lease, attached is a spreadsheet with annual payments and savings for each year.</p> <p>Prior Year Budget (if applicable): _____  Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$600.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$600.00	Amount budgeted for this item * (including transfers):	\$600.00	Source of funding (name of fund) and account code number: 001-5101-56790 – General Fund, Non-Departmental, Other Contractual Services	\$600.00						
Amount authorized by this legislation this fiscal year:	\$600.00																
Amount previously authorized this fiscal year:																	
Total amount authorized after this legislative action:	\$600.00																
Amount budgeted for this item * (including transfers):	\$600.00																
Source of funding (name of fund) and account code number: 001-5101-56790 – General Fund, Non-Departmental, Other Contractual Services	\$600.00																
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): _____  Prior resolutions and (date): _____</p>																
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																
<p><b>REQUEST SUMMARY</b></p>	<p>Jackson County, Missouri would like to encourage the use of solar technology and reduce its carbon foot print by installing Solar Panels on the roof of the downtown Jackson County Courthouse. The Purchasing Department issued Request for Proposal No. 46-14 in response to those requirements.</p> <p>A total of fifty-nine notifications were distributed and three responses were received and evaluated as follows:</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Brightergy, KCMO</th> <th>Great Plains, KCMO</th> <th>Monolith, KCMO</th> </tr> </thead> <tbody> <tr> <td>Points Awarded</td> <td>94</td> <td>73.33</td> <td>83.5</td> </tr> <tr> <td>Upfront Costs</td> <td>0</td> <td>\$12,500.00</td> <td>0</td> </tr> <tr> <td>1<sup>st</sup> Annual Lease Payment</td> <td>\$2,400.00</td> <td>\$1,160.00</td> <td>\$2,337.50</td> </tr> </tbody> </table> <p>Evaluation points were based on the following criteria: Responsiveness to general conditions and provisions; Experience and Ability; Past Performance and References; and Pricing.</p> <p>Pursuant to 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Contract and Authorization of a Lease for the furnishing of Solar Panels to Brightergy of Kansas City, Missouri as the best proposal received in response to Request for Proposal No. 46-14.</p>	Description	Brightergy, KCMO	Great Plains, KCMO	Monolith, KCMO	Points Awarded	94	73.33	83.5	Upfront Costs	0	\$12,500.00	0	1 <sup>st</sup> Annual Lease Payment	\$2,400.00	\$1,160.00	\$2,337.50
Description	Brightergy, KCMO	Great Plains, KCMO	Monolith, KCMO														
Points Awarded	94	73.33	83.5														
Upfront Costs	0	\$12,500.00	0														
1 <sup>st</sup> Annual Lease Payment	\$2,400.00	\$1,160.00	\$2,337.50														

CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Bid Abstract, a Recommendation Memorandum from Ms. Lisa Honn of the County Executive's Office, the pertinent pages of Brightery's proposal documents and a Recap of annual lease payments	
REVIEW	Department Director: <i>[Signature]</i>	Date: 4/19/14
	Finance (Budget Approval): If applicable: <i>Deborah S Ball</i>	Date: 6-19-14
	Division Manager: <i>Calvin Williford by [Signature]</i>	Date: 6/19/14
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.





<b>Brightergy</b>			
<b>Brightergy</b>	<b>Annual Rent</b>	<b>Value energy produced .09</b>	<b>Annual Savings .09</b>
<b>1</b>	\$ 2,400	\$ 3,060	\$ 660
<b>2</b>	\$ 2,448	\$ 3,200	\$ 752
<b>3</b>	\$ 2,497	\$ 3,347	\$ 850
<b>4</b>	\$ 2,547	\$ 3,500	\$ 953
<b>5</b>	\$ 2,598	\$ 3,660	\$ 1,062
<b>6</b>	\$ 2,650	\$ 3,828	\$ 1,178
<b>7</b>	\$ 2,703	\$ 4,003	\$ 1,300
<b>8</b>	\$ 2,757	\$ 4,187	\$ 1,430
<b>9</b>	\$ 2,812	\$ 4,378	\$ 1,566
<b>10</b>	\$ 2,868	\$ 4,579	\$ 1,711
<b>11</b>	\$ 2,926	\$ 4,789	\$ 1,863
<b>12</b>	\$ 2,984	\$ 5,007	\$ 2,023
<b>13</b>	\$ 3,044	\$ 5,236	\$ 2,192
<b>14</b>	\$ 3,105	\$ 5,477	\$ 2,372
<b>15</b>	\$ 3,167	\$ 5,728	\$ 2,561
<b>16</b>	\$ 3,230	\$ 5,990	\$ 2,760
<b>17</b>	\$ 3,295	\$ 6,266	\$ 2,971
<b>18</b>	\$ 3,361	\$ 6,552	\$ 3,191
<b>19</b>	\$ 3,428	\$ 6,852	\$ 3,424
<b>20</b>	\$ 3,496	\$ 7,165	\$ 3,669
<b>Total</b>	\$ 58,315	\$ 96,804	\$ 38,489

\* used a more realistic utility cost at .09 to make estimates

ABSTRACT OF BIDS

<b>BID NO: 46-14</b> DATE: 06/17/14 COMMODITY: Solar Panels		<b>Monolith Solar</b> AMOUNT		<b>KCP&amp;L Solar Inc.</b> AMOUNT		<b>Brightery Clean Energy Clear Choice</b> AMOUNT		AMOUNT	
<b>NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>						

Request for Proposal

*See Bid See Bid See Bid*

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED

ON: 6.17.14 BY

*[Signature]*  
 CLERK OF THE LEGISLATURE

*[Signature]*  
 PURCHASING



## OFFICE OF THE COUNTY EXECUTIVE

JACKSON COUNTY COURTHOUSE

415 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106

To: Mike Sanders, County Executive  
From: Lisa Honn, Senior Administrative Manager  
Subject: RFP for Solar Photovoltaic Generating System for the Jackson County Courthouse  
Date: 6/18/14

Re: Recommendation for Solar Photovoltaic Electric Generating System

RFP No. 46-14 was issued on May 22, 2014, seeking proposals from qualified respondents to design, fabricate, deliver, install, operate and maintain a rooftop solar photovoltaic electric generating system for the Jackson County, Missouri Courthouse located at 415 East 12<sup>th</sup> Street, Kansas City, Missouri 64106. The evaluation committee was comprised of Chris Kline, Graham Renz, and me. All proposals were responsive to the terms, conditions and scope of services as outlined in the RFP. Proposals were evaluated based upon responsiveness to conditions and provisions, firm experience, ability to perform, and prices.

The evaluation committee is recommending the Brightergy proposal as the best respondent to RFP No. 46-14. Brightergy has extensive experience in the area of solar photovoltaic generating systems as evidenced by their previous solar experience with seventeen Missouri schools districts and three additional metro area schools. Brightergy's twenty-five year power performance warranty demonstrates their confidence in their systems ability to perform over the entire lease term. Their proposed pricing indicates that entering into the lease will be at no cost to the County and will actually equate in a net savings on the County's annual energy bills, as there is no upfront costs and the annual lease payments will be lower than the annual energy bill savings. For these reasons we believe Brightergy to be the best recommendation for RFP No. 46-14.

Sincerely,

Lisa Honn  
Senior Administrative Manager  
Office of the County Executive  
Jackson County Missouri





CLEAN ENERGY. CLEAR CHOICE.  
 Boston | Kansas City | St. Louis

**Jackson County Courthouse**

Year	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
<b>Annual Energy Output</b>	34,000	33,864	33,729	33,594	33,459	33,325	33,192	33,059	32,927	32,795
<b>Utility Rate</b>	0.0900	0.0945	0.0992	0.1042	0.1094	0.1149	0.1206	0.1266	0.1330	0.1396
<b>Value of Solar Electricity</b>	\$ 3,060	\$ 3,200	\$ 3,347	\$ 3,500	\$ 3,660	\$ 3,828	\$ 4,003	\$ 4,187	\$ 4,378	\$ 4,579
<b>Lease Payments</b>	\$ (2,400)	\$ (2,448)	\$ (2,497)	\$ (2,547)	\$ (2,598)	\$ (2,650)	\$ (2,703)	\$ (2,757)	\$ (2,812)	\$ (2,868)
<b>Savings</b>	\$ 660	\$ 752	\$ 850	\$ 953	\$ 1,062	\$ 1,178	\$ 1,300	\$ 1,430	\$ 1,566	\$ 1,711
<b>Cumulative Savings</b>	\$ 660	\$ 1,412	\$ 2,262	\$ 3,215	\$ 4,277	\$ 5,456	\$ 6,756	\$ 8,186	\$ 9,752	\$ 11,463

	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20
<b>Annual Energy Output</b>	32,664	32,534	32,403	32,274	32,145	32,016	31,888	31,761	31,633	31,507
<b>Utility Rate</b>	0.1466	0.1539	0.1616	0.1697	0.1782	0.1871	0.1965	0.2063	0.2166	0.2274
<b>Value of Solar Electricity</b>	\$ 4,789	\$ 5,008	\$ 5,237	\$ 5,477	\$ 5,728	\$ 5,990	\$ 6,265	\$ 6,552	\$ 6,852	\$ 7,165
<b>Lease Payments</b>	\$ (2,926)	\$ (2,984)	\$ (3,044)	\$ (3,105)	\$ (3,167)	\$ (3,230)	\$ (3,295)	\$ (3,361)	\$ (3,428)	\$ (3,496)
<b>Savings</b>	\$ 1,863	\$ 2,024	\$ 2,193	\$ 2,372	\$ 2,561	\$ 2,760	\$ 2,970	\$ 3,191	\$ 3,424	\$ 3,669
<b>Cumulative Savings</b>	\$ 13,326	\$ 15,350	\$ 17,543	\$ 19,916	\$ 22,477	\$ 25,237	\$ 28,207	\$ 31,398	\$ 34,822	\$ 38,491

<b>Total kW</b>	<b>25</b>
<b>Monthly Lease Payment</b>	<b>\$ 200.00</b>
<b>Utility Rate</b>	<b>\$0.0900</b>
<b>Utility Escalator</b>	<b>5.0%</b>
<b>Lease Escalator</b>	<b>2.0%</b>
<b>Annual Utility Savings (Year 1)</b>	<b>\$ 660.00</b>
<b>Annual System kWh (Year 1)</b>	<b>34,000</b>
<b>Current Total Annual kWh Usage</b>	<b>200,000</b>
<b>System Electrical Offset (Year 1)</b>	<b>17,000%</b>
<b>Annual Degradation (Year 1)</b>	<b>0.4%</b>

<b>Total 20 year savings</b>	<b>\$ 96,805</b>
<b>Utility Costs over 20 years</b>	<b>\$ (58,314)</b>
<b>Brighttergy Lease Cost over 20 years</b>	<b>\$ 38,491</b>
<b>Energy Savings over 20 years</b>	<b>\$ 38,491</b>

**Anticipated System Electrical Offset will be approximately: 17%**  
 \*\* This is an estimate based on annual kWh usage of 200,000

The Annual Energy Output is lowered by 0.4% each year to account for panel degradation. This degradation rate falls within the maximum allowed under panel manufacturers 25-year Production Warranty.

## SOLAR LEASE AND EASEMENT AGREEMENT

Res. 18554

This Solar Lease and Easement Agreement (as it may be amended from time-to-time, this "Agreement"), dated as of the "Effective Date", is by and between ("LESSOR") its successors and assigns, and ("LESSEE"), as such parties are described in the Summary Information Sheet, attached hereto and incorporated hereby. LESSOR and LESSEE may be referred to hereinafter individually as a "Party," or collectively as the "Parties."

WHEREAS, LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, a grid-connected photovoltaic, solar electric generating system ("Solar System") for the Site; and

WHEREAS, the LESSEE is the owner or lessee of the Site; and

WHEREAS, the LESSEE desires to grant to LESSOR a non-exclusive access easement to LESSOR to access the Site for installation and maintenance of the Solar System; and

WHEREAS, all necessary construction services, including but not limited to, engineering, equipment and material procurement, construction management, and construction relating to the Solar System will be performed and provided for by LESSOR, or its agents or assigns in accordance with the terms set forth herein.

WHEREAS, the parties wish to characterize this Agreement for income tax purposes as a services contract under Section 7701(e) of the Internal Revenue Code of 1986.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, LESSOR and LESSEE agree as follows:

#### 1. Definitions

"Access Easement" has the meaning given in Section 3.

"Additional Term" has the meaning given in Section 9.

"Buyout Period" means the period of time LESSEE may purchase the Solar System for price specified in the Summary Information Sheet.

"Buyout Value" has the meaning given to it in Section 11 and the amount specified in the Summary Information Sheet.

"Commercial Operations" will begin on the day in which the entire Solar System can be operated on a sustained basis and LESSOR is in receipt of all approvals, signoffs and permits required by any governmental authorities and the LESSEE's Local Utility for the generation of solar energy.

"Commercial Operations Date" shall be the first day of the calendar month immediately following the date upon which the Solar System begins Commercial Operations. In the event the Solar System begins Commercial Operations on the first day of a calendar month such date shall be the Commercial Operations Date. LESSOR shall provide LESSEE not less than three (3) Business Days prior notice of the Commercial Operations Date.

"Delivery Point" means the delivery point of solar electricity produced by the Solar System within the Site's electrical system on LESSEE's side of the Site's utility meter.

"Due Date" has the meaning given in Sections 2(b)(i) and 13.

"Energy Output" means the total quantity of all actual net energy generated by the Solar System (measured in kW) and delivered to the Delivery Point, in any given period of time. Energy Output does not include the Environmental Incentives or Environmental Attributes.

"Environmental Attributes" means the characteristics of electric power generation at the Solar System that have intrinsic value, separate and apart from the Energy Output, arising from the perceived environmental benefits of the Solar System or the Energy Output, including but not limited to all environmental and other attributes that differentiate the Solar System or the Energy Output from energy generated by fossil-fuel based generation facilities, fuels or resources, characteristics of the Solar System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of

***This document is confidential and proprietary to Brightergy LLC*** LESSEE Initials LESSOR Initials

mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Solar System or the compliance of the Solar System or the Energy Output with the law, rules and standards of any utility, state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes.

"Environmental Incentives" means all rights, credits (including tax credits), rebates, grants, solar renewable energy credits, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the Solar System or the Energy Output or otherwise from the development or installation of the Solar System or the production, sale, purchase, consumption or use of the Energy Output. Without limiting the foregoing, "Environmental Incentives" includes the Local Utility Rebate Payment, green tags, solar renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any other incentive programs offered by any utility company or state and the right to claim federal or state income tax credits or grants.

"Event of Default" has the meaning given to it in Section 16.

"Fair Market Value" has the meaning given to it in Section 11.

"Force Majeure" has the meaning given to it in Section 17.

"Initial Term" shall commence as of the first day of the month following the Commercial Operation Date and shall continue for the duration specified in the Summary Information Sheet.

"kW" means kilowatt-hour alternating current.

"Local Utility" is the utility company specified in the Summary Information Sheet and means the electric distribution company responsible for electric energy transmission and distribution service at the Site.

"Local Utility Rebate Application" means the application required by the Local Utility to be filled out by LESSEE in order to qualify for and receive the Local Utility Rebate Payment. The Local Utility Rebate Application is included in Local Utility Interconnection Rebate Application Exhibit.

"Local Utility Rebate Payment" means the payment or payments the Local Utility may pay to eligible retail utility customers under the Solar Photovoltaic Rebate Program in the amount of one dollar and fifty cents (\$1.50) per installed watt, up to twenty-five (25) kilowatts (kW) per retail account (\$37,500), for qualified photovoltaic solar systems.

"Payment Schedule" means the schedule and amount of payments to be made during the Initial Term and is specified in the Summary Information Sheet.

"Permits" shall mean all governmental permits, licenses, certificates, approvals, variances and other entitlements for use necessary for the installation, operation and connection of the Solar System.

"Premises" means that portion of the Site in which the Solar System shall be constructed and installed.

"Property" means the Site, Premises and Access Easement collectively. "Site" has the meaning given in the Summary Information Sheet.

"Solar System" means the electric power generation equipment, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, power inverters and micro-inverters, optimizers, service equipment, metering equipment, controls, switches, connections, conduit, wires and other equipment connected to the Delivery Point, installed by LESSOR on the Site for the purposes of providing electric power to LESSEE under this Agreement.

"Summary Information Sheet" means the preceding page to this Agreement that references many of the facts set forth in this Agreement.

"Term" means the Initial Term and any Additional Terms. "Transfer" has the meaning given in Section 4(f).

## 2. Lease

*This document is confidential and proprietary to Brightergy LLC*

LESSEE Initials    LESSOR Initials

(a) For and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by LESSOR and LESSEE, LESSOR does hereby lease to LESSEE, in accordance with the terms and conditions hereinafter set forth, the Solar System.

(b) During the Initial Term, LESSEE shall make the lease payments as set forth below:

(i) LESSEE shall make lease payments in the amounts set forth in the Payment Schedule beginning on the first day of the month following the Commercial Operation Date and then paid regularly thereafter during the Initial Lease Term.

(ii) LESSEE does hereby transfer and set over to LESSOR all right, title and interest of the LESSEE in and to ALL rebates or incentives, including, but not limited to the Local Utility Rebate Payment, and to pay to LESSOR such rebates or incentives within five (5) business days after LESSEE receives such payment. LESSEE agrees to execute and deliver any and all documentation requested by LESSOR that is necessary to effectuate receipt of the Local Utility Rebate Payment and subsequent assignment, including without limitation, the Local Utility Rebate Application as provided in Local Utility Interconnection Rebate Application Exhibit and the Transfer of Local Utility Rebates Exhibit. If LESSEE receives the Local Utility Rebate Payment in the form of a check or direct deposit from the Local Utility, LESSEE shall have the option to either assign such payment to LESSOR or deposit such payment into its own account and remit a new payment to LESSOR within five (5) business days after LESSEE receives such payment. LESSEE shall have no obligation under this subsection other than to pay any amounts actually received to LESSOR.

### 3. Access Easement

LESSEE hereby grants to LESSOR a non-exclusive access easement appurtenant to the Site, whereby LESSEE grants to LESSOR the rights to ingress and egress from the Solar System over and across the Site (the "Access Easement"), and which said Access Easement shall be more particularly located upon commencement of construction and described and set forth in the Summary Information Sheet Legal Description. LESSOR may only use the Access Easement for the purposes set forth in this Agreement. LESSOR shall give LESSEE twenty-four (24) hours verbal or written notice of LESSOR's intent to enter the Premises. Notwithstanding anything to the contrary in this Agreement, LESSOR shall be permitted to access the Access Easement twenty-four (24) hours a day, seven (7) days a week for emergency purposes, as reasonably determined by LESSOR. All such emergency work shall be diligently prosecuted to completion so that such work shall not remain in a partly finished condition any longer than necessary for completion.

### 4 LESSOR Covenants

(a) LESSOR shall be responsible for all costs and the performance of all tasks required for installation of the Solar System. Upon execution of this Agreement, LESSOR shall commence pre-installation activities relating to the Solar System, which shall include, without limitation, using commercially reasonable efforts to:

(i) obtain all permits, contracts, and agreements required for the installation of the Solar System;

(ii) prepare all applications required for utility interconnection of the Solar System. LESSEE agrees to assist LESSOR as necessary with preparation of all applications and agreements required for such utility interconnection, including but not limited to executing and delivering any and all documentation requested by LESSOR that is necessary to effectuate such interconnection.

(b) LESSOR, at no additional cost and expense to LESSEE, shall obtain all Permits for the Solar System. LESSOR shall have the right to apply for any and all Permits LESSOR finds necessary or desirable for the operation of the Solar System, and LESSEE hereby appoints LESSOR its agent for applying for such Permits. LESSOR will carry out the activities set forth in this Section 4 in accordance with all applicable laws, rules, codes and ordinances and in such a manner as will not unreasonably interfere with LESSEE's operation or maintenance of the Site.

(c) Title to the Solar System and all improvements placed on the Premises by LESSOR shall be vested in LESSOR during the Term. At the expiration of the Term, ownership of the Solar System and all improvements placed on the Premises by LESSOR shall remain with and belong to LESSOR.

(d) LESSEE acknowledges and agrees that the Solar System may not be deemed to be a fixture on the Premises, LESSEE has no ownership interest in the Solar System, that LESSOR is the exclusive owner and operator of  
***This document is confidential and proprietary to Brightergy LLC*** LESSEE Initials LESSOR Initials

the Solar System, that the Solar System may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (collectively, a "Transfer") with the fee interest or leasehold rights to the Property by LESSEE. LESSEE shall give LESSOR at least fifteen (15) days written notice prior to any Transfer of all or a portion of the Property identifying the transferee, the portion of Property to be transferred and the proposed date of transfer. LESSEE agrees that this Agreement and the Access Easement shall run with the Property and survive any Transfer of the Property.

(e) During the Term, LESSOR shall be solely responsible for operation and maintenance of the Solar System (subject, however, to the obligations and responsibilities of LESSEE herein). LESSOR shall install, operate and maintain the solar system in a workmanlike manner and shall be responsible for damages and subsequent repairs as a result of LESSOR's activities in the process of installing or servicing the solar system.

(f) To the extent commercially practicable, LESSOR: (1) shall at all times maintain its use of the Property and the Solar System in a neat, clean and presentable condition and conduct its operations on the Property in a workmanlike manner; and (2) shall keep the Property clean and free of debris created by LESSOR, its contractors or others brought onto the Property by LESSOR.

(g) On completion of installation of the Solar System, LESSOR shall remove any unused materials and debris from the Property within thirty (30) days of the Commercial Operations Date.

(h) LESSOR shall use commercially reasonable efforts to keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with the installation, operation and maintenance of the Solar System on the Property pursuant to this Agreement. LESSOR shall within ten (10) days remove any lien placed on the Property as a result of LESSOR's activities on the Property.

(i) If the Solar System must be moved to or replaced at an alternate location at the Site during the Term, the alternate location is subject to the approval (such approval not to be unreasonably withheld or delayed) of LESSOR and LESSEE, and, upon such approval, the obligations of the Parties remain as set forth in this Agreement. The Party requiring such movement or replacement shall be responsible for all associated costs of removal and reinstallation.

(j) Upon expiration, or termination for any reason prior to the expiration of the Term, other than as a result of LESSEE exercising its option to purchase the Solar System provided for in Section 11, the Solar System and the improvements placed by LESSOR on the Premises shall remain the property of LESSOR and shall be removed by LESSOR on a mutually convenient date within one hundred and eighty (180) days of expiration or termination. LESSOR shall pay all removal costs, except if removal occurs during the Term as a result of the default of LESSEE.

(k) Unless caused by LESSEE's willful misconduct or negligence, any malfunction of the Solar System which is not remedied by LESSOR within five (5) business days after written notice from LESSEE of the malfunction, shall result in an abatement of lease payments due to LESSOR using a pro rata percentage wherein the numerator shall be the number of days of malfunction after notice and the denominator shall be the number of days in the then current calendar month.

## 5. LESSEE Covenants

(a) LESSEE agrees that it will not make nor allow any other party to make any modifications, attachments, improvements, revision or additions to the Solar System without LESSOR's prior written consent, which LESSOR may withhold in its sole discretion. To obtain that consent, LESSOR may require, among other things, that LESSEE use a contractor of LESSOR's choosing, or a contractor approved by LESSOR.

(b) LESSEE shall not cause or permit any interference with the Solar System's insolation and access to sunlight as such access exists as of the Effective Date to the extent LESSEE has control over such interference.

(c) LESSEE agrees that it will make available an internet connection at all times during the Term sufficient for LESSOR to remotely monitor the Solar System.

(d) LESSOR shall assist LESSEE in coordinating with the Local Utility regarding the installation and maintenance of a separate bi-directional meter as required by the Local Utility, if applicable.

(e) LESSEE agrees to promptly provide LESSOR with a copy of any default notices that LESSEE receives from any of its lenders or other party holding a mortgage, deed of trust or security interest in the Site.

(f) LESSEE shall provide and take reasonable measures for security of the Solar System, including

*This document is confidential and proprietary to Brightergy LLC*

LESSEE Initials LESSOR Initials



commercially reasonable monitoring of the Site's alarms, if any.

(g) Notwithstanding the Solar System's status as a fixture on the Site, LESSEE agrees not to directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or material man's lien), charge, security interest, encumbrance or claim on or with respect to the Solar System or any interest therein.

#### **6. Memorandum of Agreement; Fixture Filing**

LESSEE agrees to execute and deliver to LESSOR the Memorandum of Agreement Exhibit. , and LESSOR shall, at its expense, cause the same to be recorded with the county register. LESSEE also grants LESSOR the right to file any UCC-1 financing statements or fixture filing that confirms its ownership interest in the Solar System.

#### **7. Publicity**

The Parties share a common desire to generate favorable publicity regarding the Solar System and their association with it. The Parties agree that they may, from time-to-time, issue press releases regarding the Solar System and that they shall cooperate with each other in connection with the issuance of such releases. LESSEE shall have the right to publicize the Solar System and to display photographs of the Solar System in its advertising and promotional materials, provided that any such materials identify LESSOR as the developer of the Solar System.

#### **8. Taxes**

LESSOR shall be responsible for all personal property taxes levied against the Solar System. LESSOR shall pay any sales or use tax attributable to the Solar System to the extent applicable.

#### **9. Renewal**

At the end of the Initial Term, this Agreement, including the purchase and sale obligation under Section 11 with respect to the Solar System, will automatically renew for consecutive one-year terms (the "Additional Terms") unless either Party delivers written notice to the other Party at least six (6) months prior to the end of the Initial Term or any applicable Additional Term. Unless otherwise agreed to by the Parties, upon an automatic renewal, the terms and conditions of this Agreement shall remain. Rent shall be the same amount specified in the Summary Information Sheet for the first Renewal Term, and shall increase by 2% for each additional Renewal Term.

#### **10. Relocation**

In the event LESSEE determines in LESSEE's sole discretion that the Premises are needed for any other purpose at any time following the Commercial Operation Date, the Parties agree that the Solar System may be relocated, at LESSEE's sole cost, expense and risk, and at no cost, expense or risk to LESSOR, to a mutually agreed upon location on the Site. LESSEE shall provide LESSOR with not less than two (2) months prior written notice of LESSEE's proposed relocation of the Solar System, unless such relocation is made as a result of an emergency. During any period while the Solar System is off-line in connection with relocation, LESSEE shall continue to be responsible for all lease payments hereunder.

#### **11. LESSEE's Purchase of Solar System**

Provided no default of LESSEE shall have occurred and be continuing, LESSEE may purchase the Solar System during the Buyout Period. If LESSEE elects to purchase the Solar System during the Buyout Period, the purchase price shall be the fair market value of the Solar System. If the LESSEE does not exercise the purchase option during the Buyout Period, LESSEE shall have the option to purchase the Solar System at the end of the Initial Term for the fair market value of the Solar System. If LESSEE exercises the purchase option at the expiration of the Initial Term or during the Buyout Period, LESSOR shall take whatever actions are necessary to transfer fee title ownership of the Solar System and all improvements placed by LESSOR on the Premises to LESSEE. Not less than ninety (90) days prior to the exercise of the purchase option, LESSEE shall provide written notice to LESSOR of LESSEE's exercise thereof. Upon the exercise of the foregoing purchase option plus receipt of the Buyout Value, as applicable, and all other amounts then owing by LESSEE to LESSOR, the Parties will execute all documents necessary to cause title to the Solar System to pass to LESSEE as-is, where-is; provided, however, that LESSOR shall remove any encumbrances placed on the Solar System by LESSOR. The "Fair Market Value" of the Solar System shall be the value determined by the mutual agreement of LESSEE and LESSOR within ten (10) days of LESSEE's termination notice pursuant to this Section. If LESSEE and LESSOR cannot mutually agree upon a "Fair Market Value" within ten (10) days of such termination notice, such value shall be determined by an independent appraiser with sufficient experience and expertise to value such property, to be mutually determined by LESSOR and LESSEE.

#### **12. Environmental Attributes**

All rights and title to the Environmental Attributes, and Environmental Incentives attributable to the Solar

*This document is confidential and proprietary to Brightergy LLC*

LESSEE Initials LESSOR Initials

System vest in and are exclusively controlled and owned by LESSOR. All rights and title to the Energy Output attributable to the Solar System vest in and are exclusively controlled and owned by LESSEE. Any additional Environmental Attributes and Environmental Incentives shall transfer to LESSEE upon LESSEE's purchase of Solar System, if applicable.

### 13. Payment

LESSEE shall pay all lease payments by ACH. Payment will be withdrawn from the LESSEE's account on the due date (the "Due Date"). If the Due Date is a bank holiday or weekend, payment will be withdrawn on the next following business day. Any undisputed amount remaining unpaid after the Due Date shall bear an interest rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is greater.

### 14. Representations and Warranties; Covenants of the Parties

Each Party represents and warrants to the other Party that (a) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary company action; (c) this Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law); (d) to such Party's knowledge, no governmental approval (other than any governmental approvals which have been previously obtained or disclosed in writing to the other Party) is required in connection with the due authorization, execution and delivery of this Agreement by such Party or the performance by such Party of its obligations hereunder which such Party has reason to believe that it will be unable to obtain in due course; and (e) neither the execution and delivery of this Agreement by such Party nor compliance by such Party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such Party's organizational documents. LESSEE represents and warrants to LESSOR that there are no circumstances known to LESSEE or commitments to third parties that may damage, impair or otherwise adversely affect the Solar System or its function (including activities that may adversely affect the Solar System's exposure to sunlight). LESSEE covenants that LESSEE has lawful title to the Property and the Premises and full right to enter into this Agreement. LESSEE will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar System or its function (including activities that may adversely affect the Solar System's exposure to sunlight), without LESSOR's prior written consent.

### 15. Indemnification; Insurance

(a) LESSOR and LESSEE (each, in such case, an "Indemnifying Party") shall indemnify, defend and hold the other Party and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an "Indemnified Party") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party's (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or willful misconduct.

(b) LESSOR shall maintain during the Term of this Agreement, with LESSEE named as additional insured to the policies set forth in (i)-(ii) below for ongoing and completed operations, as its interest may appear for the duration of this Agreement the insurance coverage outlined in (i) through (iii) below:

(i) Commercial General Liability Limits: \$1,000,000 General Aggregate \$1,000,000 Products & Completed Operations Aggregate \$1,000,000 each occurrence \$1,000,000 Personal Injury (Advertising Injury excluded), and \$10,000 Medical Payments, each person;

(ii) "All Risk" coverage with limits equal to at least 70% of the replacement cost covering the Solar System, and all other improvements placed by LESSOR on the Premises;

(iii) Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate.

*This document is confidential and proprietary to Brightergy LLC*

LESSEE Initials LESSOR Initials

(c) If the Solar System is (i) materially damaged or destroyed, or suffers any other material loss or (ii) condemned, confiscated or otherwise taken, in whole or in material part, or the use thereof is otherwise diminished so as to render impracticable or unreasonable the continued production of energy, to the extent there are sufficient insurance or condemnation proceeds available to LESSOR, LESSOR may either cause (A) the Solar System to be rebuilt and placed in Commercial Operation at the earliest practical date or (B) another materially identical Solar System to be built in the proximate area of the Premises and placed in Commercial Operation as soon as commercially practicable. During any period of reconstruction and when the Solar System is not fully operational, LESSEE is not required to make any lease payments to LESSOR.

(d) LESSEE shall be responsible for purchasing and maintaining LESSEE's usual liability insurance.

## 16. Default and Remedies

(a) Event of Default. With respect to a Party, there shall be an "Event of Default" if:

(i) such Party fails to pay any amount within ten (10) days after such amount is due;

(ii) except as otherwise set forth in this Section 16(a), such Party is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Agreement and such breach or failure is not cured within sixty (60) days after written notice from the non-defaulting Party; provided, however, that the cure period shall be extended by the number of days during which the defaulting Party is prevented from taking curative action solely by Force Majeure if the defaulting Party had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action prior to the occurrence of the Force Majeure event;

(iii) such Party admits in writing to the other Party its inability to pay its debts generally as they become due;

(iv) such Party files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof;

(v) such Party makes an assignment for the benefit of creditors;

(vi) such Party consents to the appointment of a receiver of the whole or any substantial part of its assets;

(vii) such Party has a petition in bankruptcy filed against it, and such petition is not dismissed within 90 days after the filing thereof;

(viii) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of such Party's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 days from the date of entry thereof; or

(ix) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of such Party's assets and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control.

(b) Termination; Liquidated Damages. Upon an Event of Default by one Party, the other Party shall have the right, but not the obligation, to terminate or suspend this Agreement, after seven (7) days' notice, with respect to all obligations arising after the effective date of such termination or suspension (other than payment obligations relating to obligations arising prior to such termination or suspension). The Parties agree that in the event of a default under this Agreement that leads to termination, the non-defaulting Party may pursue all remedies available to it in equity and the defaulting Party's liability hereunder shall be determined as follows:

(i) as to LESSOR's liability after Commercial Operation Date, an amount equal to the costs of removing the Solar System;

(ii) as to LESSEE's liability, an amount equal to the cost of removing the Solar System, plus an amount equal to the value of all remaining payments due to LESSOR under this Lease, plus an

***This document is confidential and proprietary to Brightergy LLC***

LESSEE Initials LESSOR Initials

amount equal to the value of any Treasury 1603 grants or federal income tax credits subject to recapture during the first 60 months after Commercial Operation Date.

(iv) The defaulting Party shall be liable to reimburse the non-defaulting Party for such non-defaulting Party's expenses and costs relating to such default (including but not limited to reasonable attorney's fees).

(c) No Waiver. Any waiver at any time by either Party of its rights with respect to an event of default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Agreement must be in writing.

(d) Limitation of Liability. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE RIGHTS OF THE NON-DEFAULTING PARTY AND THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT, AS THE SOLE AND EXCLUSIVE FULL, AGREED-UPON AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NONEXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.

## 17. Force Majeure

(a) In the event that either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of, such Party (an event of "Force Majeure"), such circumstance shall not constitute an event of default, and such Party shall be excused from performance hereunder and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an event of default hereunder). The settlement of strikes and labor disturbances shall be wholly within the control of the Party experiencing that difficulty.

(b) As used herein, the term "Force Majeure" shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum of five (5) years) collected at the Site and/or other reliable calibrated and appropriate weather station representative of the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by Local Utility that the Solar System discontinue operation for any reason, (viii) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (ix) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or services, or other change in law that results in a material adverse economic impact on LESSOR). Neither economic hardship of either Party nor LESSOR's failure to obtain Permits shall not constitute a Force Majeure under this Agreement.

## 18. Records

Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement.

## 19. Notices

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered (signature required) to a representative of the receiving party. Additionally, all notices shall be sent by electronic mail. All such communications shall be sent to the addresses set forth in the Summary Information Sheet.

## 20. Confidentiality

All non-public information (including the terms of this Agreement) provided by either Party to the other or which is identified by the disclosing Party in writing as confidential or proprietary information shall be treated in a ***This document is confidential and proprietary to Brightergy LLC*** LESSEE Initials LESSOR Initials

confidential manner and shall not be disclosed to any third party without the prior written consent of the non-disclosing Party, which consent shall not be unreasonably withheld. Notwithstanding the preceding, this Section and the restrictions herein contained shall not apply to any data or documentation which is:

- (i) required to be disclosed pursuant to state or federal law, an order or requirements of a regulatory body or a court, after five business days' notice of such intended disclosure is given by the disclosing Party to the non-disclosing Party or if five business days' notice is not practical, then such shorter notice as is practical;
- (ii) disclosed by a Party to an affiliate of such Party or in connection with an assignment permitted by Section 21;
- (iii) is, as of the time of disclosure, public knowledge without the fault of the disclosing Party; or
- (iv) required to be disclosed to the US Treasury Department.

## 21. Assignment

LESSEE shall not assign this Agreement or any of its rights hereunder without the prior written consent of LESSOR, which consent shall not be unreasonably withheld or delayed. If LESSEE assigns this Agreement, and such assignment is approved by LESSOR, LESSEE shall continue to be responsible for any payments specified in Section 2(b) for the duration of the Term. LESSOR may elect, in its discretion, to release LESSEE from remaining payments upon assignment to a new party deemed credit worthy by LESSOR. Notwithstanding the foregoing, LESSOR may upon written notice, without the need for consent from LESSEE (and without relieving itself from liability hereunder), (i) transfer, pledge or assign this Agreement provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. No such assignment shall be effective until written notice of such assignment is provided to LESSEE. LESSOR shall not be relieved from future performance, liabilities, and obligations under this Agreement, unless assignee assumes all of LESSOR's obligations herein and a copy of such executed assignment is provided to LESSEE.

## 22. Binding Effect

The terms and provisions of this Agreement, and the respective rights and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

## 23. Amendments

No modification of this Agreement shall be effective except by written amendment executed by the Parties.

## 24. Counterparts

Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original. Facsimile and electronic signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

## 25. Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements, written or oral, between the Parties concerning such subject matter.

## 26. Severability

Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

## 27. Survival

Any provision(s) of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## 28. Governing Law

The interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of Missouri excluding any choice of law provisions or conflict of law

*This document is confidential and proprietary to Brightergy LLC*

LESSEE Initials LESSOR Initials

principles which would require reference to the laws of any other jurisdiction. The Parties hereby submit to the exclusive jurisdiction of the courts of the State of Missouri.

**29. Cooperation**

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents (e.g., utility interconnection agreement), instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section. Without limiting the foregoing, the Parties acknowledge that they are entering into a long-term arrangement in which the cooperation will be required. From time to time, upon written request by LESSOR (or its lenders), LESSEE shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of LESSEE, of LESSOR's compliance with the terms of this Agreement or detailing any known issues of noncompliance.

**30. No Partnership**

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

**31. Remedies Cumulative**

No remedy herein conferred upon or reserved to either Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**32. Headings**

The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

**33. Exhibits**

All exhibits referred to in this Agreement and attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the day and year first above written.

LESSEE

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

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

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

LESSOR

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

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

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

*This document is confidential and proprietary to Brightergy LLC*

LESSEE Initials    LESSOR Initials