



PH
4:30pm
2-5-2021

BOARD OF ALDERMAN
APRIL WORK SESSION AGENDA
TUESDAY, FEBRUARY 9th, 2021 at 6:30 p.m.

MEETING WILL BE RECORDED AND POSTED ON FACEBOOK - CITY OF BOLIVAR, MISSOURI

ROLL CALL

PLEDGE OF ALLEGIANCE

MOTION TO ADOPT AGENDA

**MAYORAL APPOINTMENT, Introductions, Presentations, Resolutions and Proclamations,
Citizens Requests:**

1. Bill No. 2021-08: An Ordinance Amending the Municipal Code by Adding a New Section to the Zoning Regulations of the City of Bolivar, Missouri Regarding Classifications of Specific City Streets.
2. Bill No. 2021-09: An Ordinance Authorizing an Agreement with Great River Associates, Inc for Survey Project in the City of Bolivar, Missouri.
3. Park and Recreation Update
4. Fitness Center Optum Partnership Wellness Programs:
 - United Healthcare Agreement for Managed Exercise Classes
 - Tivity Health
 - Silver & Fit
5. Fitness Equipment Maintenance
6. Uniform Agreement Renewal

RSMo 610.021(2) Leasing, Purchase or Sale of Real Estate by a public governmental body where Public knowledge of the transaction might adversely affect the legal consideration therefor.

RSMo 610.021(13) Individually Identifiable Personnel Records, performance ratings or records pertaining to employees or applicants for employment,..

IF UNABLE TO ACCESS FACEBOOK ACCOUNT, PLEASE CONTACT CITY CLERK FOR ADDITIONAL OPTIONS

#wherelibertyflows

If you have a need for special accommodations,
Please contact the City Clerk's office 24 hours prior to the meeting.



**CALL OF A WORK SESSION MEETING
OF THE CITY OF BOLIVAR BOARD OF ALDERMEN.**

I, Christopher Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Work Session Meeting of the Bolivar Board of Aldermen on Tuesday, February 9th, 2021, at 6:30 p.m. for the purpose of transacting any lawful business that might be brought before said Council at said meeting.



Electronically Approved 2/5/2021 4:13p.m.
Christopher Warwick, Mayor

Posted:

ORDINANCE COVER SHEET

Bill No. 2021-08

Ordinance No. _____

**“AN ORDINANCE AMENDING THE MUNICIPAL CODE BY ADDING A NEW
SECTION TO THE ZONING REGULATIONS OF THE CITY OF BOLIVAR,
MISSOURI REGARDING CLASSIFICATIONS OF SPECIFIC CITY STREETS.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE AMENDING THE MUNICIPAL CODE BY ADDING A NEW SECTION TO THE ZONING REGULATIONS OF THE CITY OF BOLIVAR, MISSOURI REGARDING CLASSIFICATIONS OF SPECIFIC CITY STREETS.”

WHEREAS, the Planning and Zoning Commission of the City of Bolivar, Missouri has determined that the City’s Zoning Regulations are in need of updated language to classify certain specific streets within the City; and

WHEREAS, the City’s Counsel and Zoning and Code Enforcement Departments have presented the Planning Commission with proposed amendments to the said Regulations; and

WHEREAS, a public hearing was properly noticed and thereafter held on the 21st day of January, 2021 whereby the general public and the Planning and Zoning Commission were able to review and comment on the proposed amendments to the said Regulations; and

WHEREAS, the Planning and Zoning Commission has approved of the amendments to the said Regulations as contained in this ordinance by affirmative vote on the 21st day of January, 2021.

NOW THEREFORE, Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City’s Zoning Regulations and the City Code for the City of Bolivar, Missouri is hereby amended by adding a new Section 410.045 – Classification of Specific City Streets, to be restated as follows:

“Section 410.045: Classification of Specific City Streets

The following specified streets within the City of Bolivar, Missouri are hereby classified as follows for the purposes of all Titles of the City’s municipal code:

A. STREETS CLASSIFIED AS MAJOR ARTERIAL STREETS

1. South Springfield Avenue
2. Broadway Street

B. STREETS CLASSIFIED AS MINOR ARTERIAL STREETS

1. East and West Aldrich Road
2. Tower Drive
3. Killingsworth Avenue
4. West Parkview Street

5. West Forest Street
6. South Boston (Mt. Gilead to Aldrich Road)
7. North and South Main Avenue (Buffalo to 32 Highway)
8. South Pike (Aldrich Road to Jefferson)
9. North Pomme De Terre (D Highway)

C. STREETS CLASSIFIED AS COLLECTOR STREETS

1. Mt. Gilead Road
2. South Lillian Avenue
3. North and South Oakland Avenue
4. East Buffalo Street
5. North Springfield Avenue (Springfield Avenue to Locust Street)
6. North Market Avenue (Market Avenue to Locust Street)
7. East and West Locust Street
8. East Division Street
9. East Harford Avenue
10. West South Street
11. Jones Street
12. South Morrisville Road
13. North Albany Avenue
14. 100-200 South Missouri
15. West Fairplay Street (32 Highway to Oakland Avenue)

D. STREETS CLASSIFIED AS LOCAL STREETS - All streets not specifically listed in Sub-Sections (A) – (C) above are hereby classified as Local Streets.

Section II: In the event that any section, sentence, clause, phrase or portion of this Ordinance is held to be invalid by a court of competent jurisdiction, the remainder of the Ordinance shall continue in full force and effect, to the extent the remainder can be given effect without the invalid portion.

Section III: This Ordinance shall be in full force and effect upon its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CERTIFICATION

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. _____ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on _____, 2021; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

ORDINANCE COVER SHEET

Bill No. 2021-09

Ordinance No. _____

“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GREAT RIVER ASSOCIATES, INC. FOR SURVEY PROJECT IN THE CITY OF BOLIVAR.”

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GREAT RIVER ASSOCIATES, INC. FOR SURVEY PROJECT IN THE CITY OF BOLIVAR.”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City is hereby authorized to enter into an agreement with Great River Associates, Inc. for a survey project in the City of Bolivar; with such contract and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CERTIFICATION

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. _____ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on _____, 2021; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

AGREEMENT BETWEEN CLIENT AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between The City of Bolivar, Missouri (“Client”) and **Great River Associates, Inc. (dba Great River Engineering)** (“Consultant”).

Project Name: City of Bolivar Property Surveys (“Project”)

Client and Consultant agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A – “Scope of Services.”

ARTICLE 2. CLIENT’S RESPONSIBILITIES

Client shall pay Consultant as set forth in Exhibit B – “Payments to Consultant for Services and Reimbursable Expenses.”

Client shall provide Consultant with all criteria and full information as to Client’s requirements for the Project.

Client shall furnish to Consultant all Project related information and data as is reasonably required to enable Consultant to complete its Scope of Services.

If the Scope of Services includes Engineering or Surveying services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.

Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3. SCHEDULE FOR RENDERING SERVICES

Consultant shall begin rendering services upon the full execution of this Agreement by Client and Consultant and upon Consultant’s receipt of any retainer amounts set forth in Exhibit B. Consultant shall complete its obligations with due diligence and in a reasonably timely manner. Any specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant’s performance of its services. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s services is impaired, or Consultant’s services are delayed or suspended, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

ARTICLE 4. INVOICES AND PAYMENTS

Any retainer amounts specified in Exhibit B will be applied to the final invoice(s) on the Project and will not reduce interest charges on overdue payments.

Consultant shall prepare monthly invoices in accordance with its standard invoicing practices and the terms of Exhibit B. Invoices are due upon Client’s receipt.

Payments received on the Project will be credited first to any interest owed to Consultant and then to principal starting with the oldest invoice.

If Client fails to make any payment due Consultant for services and expenses within 30 days of receipt of Consultant’s invoice, then: (1) amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and (2) Consultant may suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension.

Consultant's fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source.

If Client contests an invoice in writing, Client may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5. OPINIONS OF COST

5.1 Opinions of Probable Construction Cost:

The services, if any, of Consultant with respect to Opinions of Probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

5.2 Opinions of Total Project Costs:

The services, if any, of Consultant with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6. GENERAL CONSIDERATIONS

6.1 Standards of Performance:

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Consultant may employ such Sub-Consultants as Consultant deems necessary to assist in the performance or furnishing of the services.

Subject to the standard of care described above, Consultant and its Sub-Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Consultant in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Consultant's scope of services, times of performance, and compensation.

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Client agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

Consultant shall not at any time supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work for this Project.

Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and its Sub-Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications given by Client without consultation and advice of Consultant.

6.2 Design Without Construction Phase Services:

If Consultant's Basic Services under this Agreement do not include Bidding, Project observation, or review of the Contractor's performance, or any other Construction Phase services, then: (1) Consultant's services under this Agreement shall be deemed complete prior to Bidding; (2) Consultant shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Consultant that may be connected in any way thereto.

6.3 Use of Documents:

All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed. No One shall rely in any way on any Document unless it is hand signed and sealed or digitally signed and certified by the Consultant or one of its Sub-Consultants.

A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party unless such documents have been digitally signed and certified by the Consultant. Any conclusion or information obtained or derived from electronic files that have not been digitally signed and certified by the Consultant will be at the user's sole risk. If there is a discrepancy between unsigned or uncertified electronic files and the hard copies or digitally signed and certified electronic documents, the hard copies and digitally signed and certified electronic documents shall govern.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Consultant grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's Sub-Consultants; (3) Client shall indemnify and hold harmless Consultant and Consultant's Sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant; (4) such limited license to Client shall not create any rights in third parties.

If Consultant at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Consultant at rates or in an amount to be agreed upon by Client and Consultant.

6.4 Contractor's Insurance:

Client shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 6.3 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2013 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Consultant and Consultant's Sub-Consultants to be listed as additional insureds with a waiver of subrogation with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

A Certificate of Insurance with the above provisions shall be obtained and kept by the Client. The limits of liability for the Contractor's insurance shall meet or exceed the following:

- | | |
|--|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability – | |
| a. Each Accident: | \$1,000,000 |
| b. Disease, Policy Limit: | \$1,000,000 |
| c. Disease, Each Employee: | \$1,000,000 |
| 3. General Liability – | |
| a. Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| b. General Aggregate: | \$2,000,000 |
| 4. Automobile Liability – | |
| a. Bodily Injury, Each Accident: | \$1,000,000 |
| b. Property Damage, Each Accident: | \$1,000,000 |
| or | |
| a. Combined Single Limit (Bodily Injury and Property Damage), Each Accident: | \$1,000,000 |
| 5. Umbrella Liability: | \$2,000,000 |

Contractor will pay all deductibles and self-insured retentions under Contractor's Insurance. Contractor's Insurance will be primary to, and non-contributing with, any insurance maintained by Consultant or any additional insured required to be named under this Agreement. Contractor's Insurance may not be cancelled or allowed to expire without 30 days prior written notice to Consultant. Consultant and, if applicable, the owner of the Project Site will be named as additional insured on the insurance coverages described in subsections 6.4.3 and 6.4.4 above with respect to all matters arising out of this Agreement. Contractor will provide a Waiver of Subrogation on all lines where allowed by law. Prior to commencing the Project, Contractor will deliver to Consultant a certificate or certificates of insurance evidencing Contractor's Insurance is in effect. Contractor will renew or update such certificates prior to expiration of, and promptly following any modifications to, Contractor's Insurance and otherwise upon Consultant's reasonable request.

6.5 Suspension:

Suspension By Client. Client may suspend the Project upon seven days written notice to Consultant.

Suspension By Consultant.

1. If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement.
2. If Consultant's invoices are not paid within 30 days of Client's receipt, Consultant may suspend services under this Agreement until Consultant has been paid in full all accounts due for services and expenses.

6.6 Termination:

Either Consultant or Client may terminate this Agreement upon seven (7) days written notice to the other party. Neither party shall have any liability to the other on account of such termination, except that Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk, subject to the provisions of Article 6, Section 6.3 – "Use of Documents." In the event of termination by Client, Consultant shall be entitled, in addition to invoicing for those items identified above, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Sub-Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

6.7 Controlling Law:

This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Missouri, without respect to its principles governing conflicts of law. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement or the services rendered to Client by Consultant shall lie exclusively in the Circuit Courts of Greene County, Missouri.

6.8 Successors, Assigns, and Beneficiaries:

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

Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6.9 Dispute Resolution:

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days. If the parties fail to resolve a dispute through these negotiations, then the parties may exercise their rights under law.

In the event it is necessary for Consultant to refer a dispute with Client to an attorney, then in addition to all payments and accrued interest owed under this Agreement, Client shall also be liable for Consultant's reasonable costs, expenses and attorneys' fees incurred therein.

6.10 Indemnification, Allocation of Risks, and Waiver:

1. PERCENTAGE SHARE OF NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY AND ANYONE CLAIMING BY, THROUGH, OR UNDER THE OTHER PARTY FOR ANY COST, LOSS, OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF THE PARTY AND IN PART BY THE NEGLIGENCE OF THE OTHER PARTY OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL, SHALL NOT EXCEED THE PERCENTAGE SHARE THAT THE PARTY'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, CONSULTANT, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS.
2. AGREEMENT NOT TO CLAIM FOR COST OF CERTAIN CHANGE ORDERS. CLIENT RECOGNIZES AND EXPECTS THAT CERTAIN CHANGE ORDERS MAY BE REQUIRED TO BE ISSUED AS THE RESULT IN WHOLE OR PART OF IMPRECISION, INCOMPLETENESS, ERRORS, OMISSIONS, AMBIGUITIES, OR INCONSISTENCIES IN THE DRAWINGS, SPECIFICATIONS, AND OTHER DESIGN DOCUMENTATION FURNISHED BY CONSULTANT OR IN THE OTHER PROFESSIONAL SERVICES PERFORMED OR FURNISHED BY CONSULTANT UNDER THIS AGREEMENT ("COVERED CHANGE ORDERS"). ACCORDINGLY, CLIENT AGREES NOT TO SUE AND OTHERWISE TO MAKE NO CLAIM DIRECTLY OR INDIRECTLY AGAINST CONSULTANT ON THE BASIS OF PROFESSIONAL NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE WITH RESPECT TO THE COSTS OF COVERED CHANGE ORDERS ON A SPECIFIC PROJECT UNLESS THE COSTS OF SUCH COVERED CHANGE ORDERS EXCEED 5% OF CONSTRUCTION COST FOR THAT SPECIFIC PROJECT, AND THEN ONLY FOR AN AMOUNT IN EXCESS OF SUCH PERCENTAGE. ANY RESPONSIBILITY OF CONSULTANT FOR THE COSTS OF COVERED CHANGE ORDERS IN EXCESS OF SUCH PERCENTAGE WILL BE DETERMINED ON THE BASIS OF APPLICABLE CONTRACTUAL OBLIGATIONS AND PROFESSIONAL LIABILITY STANDARDS. FOR PURPOSES OF THIS PARAGRAPH, THE COST OF COVERED CHANGE ORDERS WILL NOT INCLUDE ANY COSTS THAT CLIENT WOULD HAVE INCURRED IF THE COVERED CHANGE ORDER WORK HAD BEEN INCLUDED ORIGINALLY WITHOUT ANY IMPRECISION, INCOMPLETENESS, ERROR, OMISSION, AMBIGUITY, OR INCONSISTENCY IN THE CONTRACT DOCUMENTS AND WITHOUT ANY OTHER ERROR OR OMISSION OF CONSULTANT RELATED THERETO. NOTHING IN THIS PROVISION CREATES A PRESUMPTION THAT, OR CHANGES THE PROFESSIONAL LIABILITY STANDARD FOR DETERMINING IF, CONSULTANT IS LIABLE FOR THE COST OF COVERED CHANGE ORDERS IN EXCESS OF THE PERCENTAGE OF CONSTRUCTION COST STATED ABOVE OR FOR ANY OTHER CHANGE ORDER. WHEREVER USED IN THIS PARAGRAPH, THE TERM CONSULTANT INCLUDES CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANT'S SUB-CONSULTANTS. CLIENT FURTHER AGREES NOT TO SUE AND OTHERWISE TO MAKE NO CLAIM DIRECTLY OR INDIRECTLY AGAINST CONSULTANT WITH RESPECT TO ANY COVERED CHANGE ORDER NOT IN EXCESS OF SUCH PERCENTAGE STATED ABOVE, AND CLIENT AGREES TO HOLD CONSULTANT HARMLESS FROM AND AGAINST ANY SUIT OR CLAIM MADE BY THE CONTRACTOR RELATING TO ANY SUCH COVERED CHANGE ORDER.
3. LIMITATION OF REMEDIES. CONSULTANT'S AGGREGATE LIABILITY RESPONSIBILITY TO CLIENT, INCLUDING THAT OF CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, AND SUB-CONSULTANTS, IS LIMITED TO \$50,000 OR THE AMOUNT OF CONSULTANT'S FEE UNDER THIS AGREEMENT, WHICHEVER IS LESS. THIS LIMITATION OF REMEDY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, CONTRACT OR OTHER LEGAL THEORY RELATED TO CONSULTANT'S SERVICES UNDER THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF CONSULTANT'S SERVICES.
4. IF CLIENT DESIRES A HIGHER LIMITATION, CONSULTANT MAY AGREE, AT CLIENT'S REQUEST, TO INCREASE THE LIMITATION OF REMEDY AMOUNT TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN CONSULTANT'S FEE. ANY ADDITIONAL CHARGE FOR A HIGHER LIMIT IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. ANY AGREEMENT TO INCREASE THE LIMITATION OF REMEDY AMOUNT MUST BE MADE IN WRITING AND SIGNED BY BOTH PARTIES IN ADVANCE OF THE EXECUTION OF THIS AGREEMENT.
5. WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WAIVES ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT, AGAINST CONSULTANT AND CONSULTANT'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INSURERS, PARTNERS, AND SUB-CONSULTANTS.

6.11 Miscellaneous Provisions:

1. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
2. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

3. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. **Waiver.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. **Accrual of Claims.** To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date on which Consultant's services under this Agreement are complete. No suit or action shall be commenced by Client or Consultant against the other, or the other's officers, directors, partners, agents, sub-consultants, or employees, after the expiration of two years from the date on which Consultant's services under this Agreement are complete.

ARTICLE 7. DEFINITIONS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the following meanings:

Additional Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 2, of this Agreement.

Basic Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 1, of this Agreement.

Contractor – An individual or entity with whom Client enters into a construction agreement to perform all or a portion of the Work.

Construction Cost – The cost to Client of those portions of the entire Project designed or specified by Consultant. Construction Cost does not include costs of services of Consultant or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.

Sub-Consultants – Individuals or entities having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associates, sub-consultants, subcontractors, or vendors.

Contract Documents – Documents that establish the rights and obligations of the parties engaged in construction and include the construction agreement between Client and Contractor, addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, change orders, work change directives, field orders and Consultant's written interpretations and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Client pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Reimbursable Expenses – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Consultant, if any, assigned to assist Consultant at the Site during the Construction Phase. The Resident Project Representative will be Consultant's agent or employee and under Consultant's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Client. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit C.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client.

Work – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

ARTICLE 8. EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:

Exhibit A, "Scope of Services," consisting of 1 pages.

Exhibit B, "Payments to Consultant for Services and Reimbursable Expenses," consisting of 2 pages.

Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 0 pages.

Exhibit D, "Special Provisions," consisting of 0 pages.

Designated Representatives: With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Effective Date: The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by Client and Consultant. However, Consultant offers this Agreement to Client and if said Agreement is not fully executed by Client within 30 days of Consultant's signature, said offer of Agreement will be null and void.

Guarantee: As additional security to Consultant, and as additional consideration for services rendered by Consultant, the undersigned for the Client agree to personally and faithfully guarantee payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The undersigned waive notice of acceptance of this guarantee, notice of any extension in time of payment, and all other notices to which the undersigned may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not applicable to public agencies.

Total Agreement: This Agreement (consisting of pages 1 to 8 inclusive, together with the exhibits identified above) constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

Client: <u>The City of Bolivar, Missouri</u>	Consultant: <u>Great River Associates, Inc. (dba Great River Engineering)</u>
Required signatures for Client include: All Officers and Directors for Corporations, all members for Limited Liability Companies, and each individual for Individuals.	
Date Signed: _____	Date Signed: <u>2/3/2021</u>
Signature: _____	Signature: <u>[Signature]</u>
Name: _____ Title: _____	Name: <u>Mel Eakins</u> Title: <u>Principal</u>
Signature: _____	
Name: _____ Title: _____	
Address for giving notices: <u>345 S. Main Avenue</u> <u>Bolivar, Missouri 65613</u>	Address for giving notices: <u>2826 S. Ingram Mill Road</u> <u>Springfield, Missouri 65804</u>
Designated Representative:	Designated Representative:
Name: _____ Title: _____	Name: <u>Brian Viele, PLS</u> Title: <u>Survey Director</u>
Phone Number: _____ Fax Number: _____	Phone Number: <u>417-886-7171</u> Fax Number: <u>417-886-7591</u>
Email: _____	Email: <u>bviele@greatriv.com</u>

Team Leader	Production	Other

EXHIBIT A SCOPE OF SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

ALTA/NSPS Land Title Surveys

Consultant shall perform property boundary surveys in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, including Table A items 1, 2, 3, 4, 7(a), 8, 9, 11, 13, and 19. Legal descriptions for the parcels to be surveyed are presented on Attachment A-1. Parcels are identified by the alpha codes listed in the “Title and Survey Checklist” provided by Client, which is attached to this agreement for reference. Parcels to be surveyed include A through G, I, O, P, R, U, and X.

Easement Surveys

Consultant shall perform boundary line surveys for lift station and water well sites for which either (1) easements exist, or (2) new easements are to be created from the survey (new easement areas to be defined by Client). Surveys will be performed in accordance with the current Missouri Standards for Property Boundary Surveys (20 CSR 2030-16). Drawings prepared for each parcel will depict existing easements and/or the new easement created, controlling property boundary lines/corners, buildings/enclosures within the easement area, and the legal description for the easement. Easement surveys shall be performed for existing lift station and water well sites located within Parcels H, J through N, Q, S, T, and V as listed in the “Title Survey Checklist” provided by Client.

PART 2 – ADDITIONAL SERVICES

Any services requested by Client that are not specifically included in Part 1 – BASIC SERVICES shall be considered Additional Services and billed on an hourly basis.

ATTACHMENT A-1
(PAGE 1 OF 6)

PROPERTY DESCRIPTIONS – ALTA/NSPS LAND TITLE SURVEY SITES

PARCEL A

ALL OF LOT 15 OF THE FINAL PLAT OF KARLIN ACRES 3RD ADDITION, A SUBDIVISION IN POLK COUNTY, MISSOURI AS SHOWN RECORDED IN PLAT BOOK 9, PAGE 31 OF THE DEED RECORDS OF POLK COUNTY, MISSOURI.

PARCEL B

ALL THAT PART OF LOT 2 IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 22 WEST, CITY OF BOLIVAR, POLK COUNTY, MISSOURI IDENTIFIED AS NEW TRACT "A" ON THE SURVEY RECORDED IN BOOK 9, PAGE 77 OF THE DEED RECORDS OF POLK COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN SET AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID LOT 2 OF THE SOUTHWEST QUARTER; THENCE S87°35'59"E ALONG THE NORTH LINE OF SAID SOUTH HALF OF LOT 2, A DISTANCE OF 433.49 FEET TO AN IRON PIN SET; THENCE N45°29'49"E, 381.30 FEET TO AN IRON PIN SET; THENCE N43°20'33"W, 17.41 FEET TO AN IRON PIN SET; THENCE N46°39'27"E, 180.00 FEET TO AN IRON PIN SET; THENCE S43°20'33"E, 200.00 FEET TO AN IRON PIN SET; THENCE S46°39'27"W, 180.00 FEET TO AN IRON PIN SET; THENCE N43°20'39"W, 152.59 FEET TO AN IRON PIN SET; THENCE S45°29'49"W, 352.63 FEET TO AN IRON PIN SET ON SAID NORTH LINE OF THE SOUTH HALF OF LOT 2; THENCE S87°35'59"E ALONG SAID NORTH LINE 217.35 FEET; THENCE S50°46'12"W, 213.01 FEET (DEEDED S43°59'W 142 FEET) TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY #32; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CHORD BEARING OF N73°51'40"W AND A RADIUS OF 2366.83 FEET, AN ARC DISTANCE OF 338.37 FEET TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE N87°45'49"W 203.71 FEET TO AN IRON PIN SET ON THE WEST LINE OF SAID LOT 2; THENCE N01°50'45"E 61.80 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD AND SPECIFICALLY SUBJECT TO AN EASEMENT FOR ROAD PURPOSES ACROSS THE WEST 50 FEET OF THE SAID TRACT RECORDED IN BOOK 645 AT PAGE 849 OF THE DEED RECORDS OF POLK COUNTY, MISSOURI AND ALSO SPECIFICALLY SUBJECT TO AN EASEMENT FOR ROAD AND UTILITY PURPOSES ACROSS ALL THAT PART OF SAID NORTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN SET AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER; THENCE S87°35'59"E ALONG THE NORTH LINE OF SAID SOUTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER, A DISTANCE OF 433.49 FEET TO AN IRON PIN SET; THENCE N45°29'40"E, 381.30 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE N43°20'33"W, 17.41 FEET TO AN IRON PIN SET; THENCE N46°39'27"E, 90.00 FEET; THENCE S43°20'33"E, 20.00 FEET; THENCE S46°39'27"W, 90.00 FEET; THENCE N43°20'33"W, 2.59 FEET TO THE POINT OF BEGINNING.

ATTACHMENT A-1
(PAGE 2 OF 6)

ALL OF THE TRACT RECORDED IN BOOK 351 AT PAGE 115 OF THE DEED RECORDS OF POLK COUNTY, MISSOURI, SAID TRACT BEING A PART OF THE NORTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER (NW1/4 SW1/4 DEED) OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 22 WEST, BOLIVAR, POLK COUNTY, MISSOURI, LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: COMMENCING AT AN IRON PIN SET AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER; THENCE S87°35'59"E ALONG THE NORTH LINE OF SAID SOUTH HALF OF SAID LOT 2 OF THE SOUTHWEST QUARTER A DISTANCE OF 433.49 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE N45°29'49"E, 381.30 FEET TO AN IRON PIN SET; THENCE N43°20'33"W, 17.41 FEET TO AN IRON PIN SET; THENCE N46°39'27"E, 180.00 FEET TO AN IRON PIN SET; THENCE S43°20'33"E, 200.00 FEET TO AN IRON PIN SET; THENCE S46°39'27"W, 180.00 FEET TO AN IRON PIN SET; THENCE N43°20'33"W, 152.59 FEET TO AN IRON PIN SET; THENCE S45°29'49"W, 352.63 FEET TO AN IRON PIN SET ON SAID NORTH LINE OF LOT 2 OF THE SOUTHWEST QUARTER; THENCE N87°35'59"W, 41.08 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD. (BEING NEW TRACT "B" DESCRIBED IN SURVEY RECORDED IN SURVEY BOOK 9, PAGE 77.)

AND,

ALL THAT PART OF THE NORTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 22 WEST, POLK COUNTY, MISSOURI, AS SHOWN AS TRACT 1 OF BOUNDARY SURVEY RECORDED IN BOOK RS4, PAGE 306 OF THE DEED RECORDS OF POLK COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER (AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, DEED) OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 22 WEST, POLK COUNTY, MISSOURI; THENCE S87°29'08"E ALONG THE NORTH LINE OF SAID NORTH HALF, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S87°29'08"E, A DISTANCE OF 915.55 FEET; THENCE DEPARTING SAID NORTH LINE S02°30'52"W, A DISTANCE OF 30.00 FEET; THENCE S44°56'42"W, A DISTANCE OF 95.00 FEET; THENCE S51°05'16"W, A DISTANCE OF 196.62 FEET; THENCE S65°39'06"W, A DISTANCE OF 298.04 FEET; THENCE N07°21'05"W, A DISTANCE OF 87.35 FEET; THENCE N88°38'16"W, A DISTANCE OF 95.06 FEET; THENCE S81°25'44"W, A DISTANCE OF 129.72 FEET; THENCE S59°37'48"W, A DISTANCE OF 159.64 FEET; THENCE S40°34'08"W, A DISTANCE OF 104.58 FEET; THENCE S10°49'37"W, A DISTANCE OF 290.56 FEET; THENCE S22°56'43"W, A DISTANCE OF 95.00 FEET; THENCE N87°38'30"W, A DISTANCE OF 10.00 FEET TO A POINT IN THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN THE QUIT CLAIM DEED DULY RECORDED IN POLK COUNTY RECORDER'S OFFICE IN DEED BOOK 657, AT PAGE 319; THENCE N02°21'30"E ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 751.37 FEET TO A FOUND 5/8" IRON BAR WITH CAP, "LS1837" MARKING THE NORTHEAST CORNER THEREOF, SAID POINT BEING IN THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED DULY RECORDED IN THE POLK COUNTY RECORDER'S OFFICE IN DEED BOOK 427, AT PAGE 643; THENCE S87°25'02"E ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 85.91 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N01°55'58"E, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

ATTACHMENT A-1
(PAGE 3 OF 6)

PARCEL C-1

COMMENCING 1925.85 FEET EAST OF THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 33 NORTH, RANGE 22 WEST AT THE SOUTH RIGHT OF WAY OF MISSOURI HIGHWAY "U"; THENCE S02°32'22"W, 414.53 FEET TO THE POINT OF BEGINNING; THENCE S88°40'11"E, 85.00 FEET; THENCE S02°32'22"W, 88.03 FEET; THENCE N87°02'58"W, 85.00 FEET; THENCE N02°32'22"E, 85.63 FEET TO THE POINT OF BEGINNING.

PARCEL C-2

ALL OF THE SOUTH 70 FEET OF LOT 2 OF THE FINAL PLAT OF KARLIN ACRES SECOND ADDITION, A SUBDIVISION IN POLK COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 8, PAGE 163 OF THE DEED RECORDS OF POLK COUNTY, MISSOURI, EXCEPT THE EAST 269.50 FEET.

PARCEL D

ALL OF LOT 26 OF THE AMENDED PLAT OF KARLIN ACRES 1ST ADDITION, A SUBDIVISION IN POLK COUNTY, MISSOURI, AS SHOWN ON PLAT IN PLAT BOOK 8 AT PAGE 166 OF THE DEED RECORDS OF POLK COUNTY, MISSOURI.

PARCEL E

ALL OF THE SOUTH 35.72 FEET OF THE EAST 61.70 FEET OF LOT 6, BLOCK 19 OF THE ORIGINAL PLAT OF THE TOWN (NOW CITY) OF BOLIVAR, MISSOURI, PER THE SURVEY RECORDED IN COUNTY SURVEYOR'S RECORD BOOK 14, PAGE 302.

PARCEL F

LOT 2 IN BLOCK 31 OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF BOLIVAR, MISSOURI. ALSO THE NORTHERLY 8.00 FEET OF AN ALLEY 16.00 FEET IN WIDTH THAT RUNS IN GENERALLY AN EAST AND WEST DIRECTION ADJACENT TO THE SOUTHERLY LINE OF LOT 2 IN BLOCK 31 OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF BOLIVAR, MISSOURI. AS DESCRIBED ON SURVEY IN COUNTY SURVEYOR'S RECORD BOOK 13, PAGE 67.

ATTACHMENT A-1
(PAGE 4 OF 6)

PARCEL G

ALL OF LOT 4 OF BLOCK "C" OF GORDON DALE COUNTRY LOTS, A SUB-DIVISION OF A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 33, RANGE 23 IN POLK COUNTY, MISSOURI, AND THE NORTH 46 FEET OF THE WEST 35 FEET OF THE EAST 58 FEET OF GORDON DALE CEMETERY IN BLOCK "C" OF GORDON DALE COUNTRY LOTS IN THE CITY OF BOLIVAR, POLK COUNTY, MISSOURI. (AS DESCRIBED IN LOT CONSOLIDATION FOR CITY OF BOLIVAR & SOUTHSIDE MISSIONARY BAPTIST CHURCH BOLIVAR, MISSOURI, RECORDED IN BOOK 8, PAGE 138, RECORDER'S OFFICE, POLK COUNTY, MISSOURI.)

PARCEL I

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 23 WEST, AS SURVEYED IN POLK COUNTY SURVEYOR'S RECORD BOOK 11, PAGE 10, COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE N88°08'46"W ALONG THE SECTION LINE 356.43 FEET; THENCE N01°36'42"E, 34.51 FEET TO THE POINT OF BEGINNING; THENCE N01°36'42"E 240.13 FEET; THENCE N88°18'10"W 250.00 FEET; THENCE S01°36'42"W 239.92 FEET; THENCE S88°15'17"E ALONG THE NORTH RIGHT OF WAY OF MISSOURI HIGHWAY "T" 250.00 FEET TO THE POINT OF BEGINNING, ALL IN POLK COUNTY, MISSOURI.

PARCEL O

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 23 WEST, POLK COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE COUNTY ROAD, A DISTANCE OF 95 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE TO A POINT ON THE WEST LINE OF THE COUNTY ROAD; THENCE CONTINUING WESTERLY ALONG A LINE PERPENDICULAR TO THE WEST LINE OF THE COUNTY ROAD, A DISTANCE OF 40 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPT THAT PART IN COUNTY ROAD RIGHT OF WAY.

PARCEL P

LIFT STATION PARCEL AND ACCESS LYING SOUTH AND SOUTHEAST OF LOT 8 IN COLONY ESTATES, A SUBDIVISION OF THE CITY OF BOLIVAR, POLK COUNTY, MISSOURI ACCORDING TO THE PLAT FILED IN BOOK 5, PAGE 48, POLK COUNTY RECORDER'S OFFICE.

ATTACHMENT A-1
(PAGE 5 OF 6)

PARCEL R

A TRACT OF LAND LYING WITHIN THE NORTHWEST QUARTER OF [SAID] NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LYING WEST OF SPRINGFIELD ROAD, ALSO KNOWN AS HIGHWAY 83, AS IT NOW EXISTS, POLK COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N02°16'05"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 926.08 FEET; THENCE N87°43'55"W, LEAVING SAID EAST LINE, A DISTANCE OF 768.27 FEET TO A POINT ON THE WEST LINE OF SAID SPRINGFIELD AVENUE (HWY. 83) FOR THE POINT OF BEGINNING; THENCE S85°42'52"W, LEAVING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET; THENCE N04°17'08"W, A DISTANCE OF 60.00 FEET; THENCE N85°42'52"E, A DISTANCE OF 60.00 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S04°17'08"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND EXCEPTING ANY PART THEREOF LYING WITHIN THE RIGHT OF WAY OF SAID SPRINGFIELD AVENUE, ALSO KNOWN AS HIGHWAY 83.

PARCEL U

PROPERTY DESCRIPTION TO BE DETERMINED FROM SURVEY OF EXISTING LIFT STATION WHICH IS LOCATED WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND AS SHOWN IN POLK COUNTY PLAT (SURVEY) BOOK 6 AT PAGE 13 (SHOULD BE 136), BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 22 WEST; THENCE N87°26'W ALONG THE LOT LINE, 617.86 FEET; THENCE N01°45'E 1320.03 FEET; THENCE S87°28'10"E ALONG THE NORTH LINE OF SAID LOT 1, 559.59 FEET; THENCE S01°49'32"W 330 FEET; THENCE S87°28'10"E 60.00 FEET; THENCE S01°49'32"W 990.40 FEET TO THE POINT OF BEGINNING. ALL IN POLK COUNTY, MISSOURI, SUBJECT TO ROADS AND EASEMENTS OF RECORD.

AND COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 22 WEST; THENCE S87°26'E ALONG THE LOT LINE 1087.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE N01°45'E 1319.62 FEET; THENCE S87°28'10"E ALONG THE NORTH LINE OF SAID LOT 1, 660.15 FEET; THENCE S01°45'W 1320.03 FEET; THENCE N87°26'W 660.15 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO ROADS AND EASEMENTS OF RECORD.

AND ONE (1) ACRE OUT OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (OR E1/2 OF LOT 1 OF NW1/4) DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4 OF NW1/4, THENCE WEST 60 FEET; THENCE SOUTHERLY TO A POINT 25 FEET WEST OF A CERTAIN SPRING OF WATER; THENCE SOUTHERLY TO A POINT INTERSECTED BY A LINE RUNNING EAST AND WEST 25 FEET SOUTH OF SAID SPRING; THENCE EAST TO EAST LINE OF SAID FORTY ACRE TRACT; THENCE NORTH TO BEGINNING IN SECTION 6, TOWNSHIP 22, RANGE 22, SUBJECT TO ROADS AND EASEMENTS OF RECORD. SITUATE IN POLK COUNTY, MISSOURI.

ATTACHMENT A-1
(PAGE 6 OF 6)

LESS AND EXCEPT ALL OF THE FINAL PLAT OF BRIARWOOD SECOND ADDITION IN PLAT BOOK 6, PAGE 24; AND BRIARWOOD THIRD ADDITION RECORDED IN PLAT BOOK 7, PAGE 7.

ALSO LESS AND EXCEPT: BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 IN THE FINAL PLAT OF BRIARWOOD 3RD ADDITION IN BOLIVAR, POLK COUNTY, MISSOURI; THENCE N24°48'25"E 201.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE S15°51'45"W, 136.22 FEET; THENCE S42°23'49"W, 70.08 FEET TO THE POINT OF BEGINNING. BEING AS SURVEYED BY NELSON SURVEYING, LLC, RECORDED IN BOOK RS4, PAGE 427 OF THE DEED RECORDS OF POLK COUNTY, MISSOURI.

ALSO LESS AND EXCEPT: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 22 WEST, POLK COUNTY, MISSOURI; THENCE WEST 325.53 FEET TO THE THREAD OF TOWN BRANCH; THENCE NORTHEASTERLY FOLLOWING SAID TOWN BRANCH 683 FEET TO THE EAST LINE OF SAID LOT 1 OF THE NORTHWEST QUARTER; THENCE SOUTH 570.34 FEET TO THE POINT OF BEGINNING. SUBJECT TO ROADS AND EASEMENTS OF RECORD.

PARCEL X

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 23 WEST; THENCE S87°53'30"E 1170.00 FEET; THENCE S02°34'11"W 455.81 FEET TO THE POINT OF BEGINNING; THENCE S02°34'11"W 133.19 FEET; THENCE N87°53'30"W 19.30 FEET; THENCE S02°34'11"W 70.94 FEET; THENCE S87°53'30"E 228.50 FEET; THENCE N01°12'31"E 204.15 FEET; THENCE N87°53'30"W 204.36 FEET TO THE POINT OF BEGINNING, ALL IN POLK COUNTY, MISSOURI, AS SURVEYED IN COUNTY SURVEYOR'S RECORD BOOK 11 AT PAGE 122 (REVISED IN BOOK 11, PAGE 126).

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS BEING: BEGINNING 1170.00 FEET S87°53'30"E FROM THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 23 WEST; THENCE S02°34'11"W 455.81 FEET; THENCE S87°53'30"E 20.00 FEET; THENCE N02°34'11"E 455.81 FEET; THENCE N87°53'30"W 20.00 FEET TO THE POINT OF BEGINNING, ALL IN POLK COUNTY, MISSOURI.

EXHIBIT B
PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.1 Compensation For Basic Services – Lump Sum Method of Payment

Client shall pay Consultant for Basic Services set forth in Exhibit A as follows: A Lump Sum amount of \$78,000.00.

1. The Lump Sum includes compensation for Consultant's services and services of Consultant's Sub-Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
2. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B.2 Standard Hourly Rate Schedule

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January 1 of each year) to reflect equitable changes in the compensation payable to Consultant.
3. Standard Hourly rates as of the effective date of the Agreement are:

Engineer 0	\$70.00/hour
Engineer 1	\$95.00/hour
Engineer 2	\$105.00/hour
Engineer 3	\$130.00/hour
Engineer 4	\$145.00/hour
Engineer 5	\$155.00/hour
Engineer 6	\$165.00/hour
Engineer 7	\$175.00/hour
Engineer 8	\$190.00/hour
Landscape Architect & Environmental Specialist 1	\$120.00/hour
Landscape Architect & Environmental Specialist 2	\$130.00/hour
Geologist	\$150.00/hour
Land Surveyor 0	\$50.00/hour
Land Surveyor 1	\$60.00/hour
Land Surveyor 2	\$85.00/hour
Land Surveyor 3	\$100.00/hour
Land Surveyor 4	\$110.00/hour
Land Surveyor 5	\$130.00/hour
Land Surveyor 6	\$150.00/hour
GIS Specialist	\$90.00/hour
Inspector 1	\$75.00/hour
Inspector 2	\$85.00/hour
Inspector 3	\$95.00/hour
Inspector 4	\$110.00/hour
Inspector 5	\$120.00/hour
Technician 1	\$75.00/hour
Technician 2	\$95.00/hour
Technician 3	\$105.00/hour
Technician 4	\$115.00/hour
Administrative 1	\$45.00/hour
Administrative 2	\$60.00/hour
Administrative 3	\$75.00/hour
Administrative 4	\$90.00/hour
Administrative 5	\$110.00/hour

B.3 Compensation For Additional Services – Standard Hourly Rates Method of Payment

Client shall pay Consultant for Additional Services, if any, as follows:

1. For services of Consultant's employees engaged directly on the Project not specifically described as Basic Services in Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.
2. For those Reimbursable Expenses that are not specifically accounted for in the compensation for Basic Services in Exhibit A and are directly related to the provision of Additional Services, Client shall pay Consultant for said reimbursable expense.

B.4 Other Provisions Concerning Payment

1. Whenever Consultant is entitled to compensation for the charges of Consultant's Sub-Consultants, those charges shall be the amounts billed by Consultant's Sub-Consultants to Consultant times a factor of 1.1.
2. Factors. The external Reimbursable Expenses and Consultant's Sub-Consultant's factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts: (1) Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement; (2) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof. Promptly thereafter Client and Consultant shall review the matter of services remaining to be performed and compensation for such services. Client shall either agree to such compensation exceeding said estimated amount or Client and Consultant shall agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, the Consultant shall be paid for all services rendered hereunder.
4. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A; and, if authorized in advance by Client, overtime work requiring higher than regular rates. In addition, if authorized in advance by Client, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
5. The amounts payable to Consultant for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
6. For purposes of the following notice required by Missouri law, "contractor" means Consultant:

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

TITLE AND SURVEY CHECKLIST

Liberty Utilities (Missouri Water) LLC
Purchase of Assets Comprising the Water and Wastewater System of the City of Bolivar, MO

Owned Real Property

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
A	Wastewater Treatment Plant	Southtown	4798 Karlin	89-11-0.7-25- 000-000-011.04		Required	Owner's Policy Required	
B	Wastewater Treatment Plant	Bolivar	1801 East Broadway	89-10-0.3-06- 003-002-002.00		Required	Owner's Policy Required	<ul style="list-style-type: none"> Need release of Base Lease and Lease Purchase Agreements (see Requirement Nos. 6-7 in title commitment). Commitment also includes parcel no. 89-10-0.3-06-003-001-001.002.
C	Well # 1	Southtown	South of 1340	² noncontiguous		Required	Owner's Policy	<ul style="list-style-type: none"> Commitment did not

¹Any existing as-built surveys are to be delivered for each parcel. If none exist, enter "none".

² Buyer to specify Schedule A details required for the surveys.

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
	21K Gallon Water Tank Maintenance Building		Hwy U	parcels: water tank and well house site: 89-10-0.9-31- 000-000-002.03 maintenance building: 89-10-0.9-31- 000-000-002.08			Required	cover the water tank and well house site (i.e. 89-10-0.9-31-000- 000-002.03).
D	Well # 2 21K Gallon Water Tank	Southtown	North of 4751 S. 129 th Rd	89-10-0.9-30- 000-000-015.22		Required	Owner's Policy Required	
E	Well # 2	Bolivar	215 E/ Jefferson St	89-11-0.1-01- 003-042-011.01		Required	Owner's Policy Required	
F	Well # 3 200K Gallon Water Tower	Bolivar	110 W. Locust	89-11-0.1-02- 004-024-002.00		Required	Owner's Policy Required	
G	Well # 4 250K Gallon Water Tower	Bolivar	1424 S. Lillian	89-11-0.1-11- 004-000-276.00		Required	Owner's Policy Required	

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
H	EXCLUDED ASSET – CITY GRANT EASEMENT - Well # 5	Bolivar	814 S. Killingsworth	89-11-0.2-10-000-000-001.00		Required only for the new City Grant Easement area		Title company does not provide policies for just an easement interest.
I	Well # 6 1M Gallon Water Tower	Bolivar	2703 Tower Dr	89-11-0.2-10-000-000-022.03		Required	Owner's Policy Required	Need release for the following documents: <ul style="list-style-type: none"> • Lease Agreement with Commerce Bank • Lease Purchase Agreement with Commerce Bank • UCC Financing Statement <ul style="list-style-type: none"> o See requirements 7-9 in title commitment.
J	Reserved - Easement Parcel - Lift Station # 13	Southtown	4810 S. 124 th Rd	89-11-0.7-25-000-000-002.00		Obtaining boundary line survey		Systems believed to be constructed on easement ground. To be confirmed, correlated to easement documentation and assigned to Buyer. Title company does not

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
								provide policies for just an easement interest. Utility Easement to the City of Bolivar recorded in Book 2015L, Page 4658 of the Deed Records of Polk County, Missouri
K	Reserved - Easement Parcel - Lift Station # 14	Southtown	1311 S. 131 st Rd	89-10-0.9-30- 000-000-015.32		Obtaining boundary line survey		Systems believed to be constructed on easement ground. To be confirmed, correlated to easement documentation and assigned to Buyer. Title company does not provide policies for just an easement interest. Title report does not indicate any specific easements granted to the City. Report does indicate (i) 20 ft utility easement shown on the Plat and (ii) easement for Sanitary Sewer Lift Station shown on Plat.
L	Reserved - Easement	Southtown	North of 1340	89-10-0.9-31- 000-000-002.02		Obtaining		Systems believed to be

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
	Parcel - Lift Station # 17		Hwy U			boundary line survey		constructed on easement ground. To be confirmed, correlated to easement documentation and assigned to Buyer. Title company does not provide policies for just an easement interest. Title report doesn't indicate any easements granted to the City. However, the prior survey does show a 20ft utility easement.
M	Reserved - Easement Parcel - Lift Station # 18	Southtown	Hwy U & S. 130 th	89-10-0.9-31- 000-000-026.00		Obtaining boundary line survey		Systems believed to be constructed on easement ground. To be confirmed, correlated to easement documentation and assigned to Buyer. Title company does not provide policies for just an easement interest. Title report doesn't indicate any specific easements granted to the City, however, it does indicate that the Plat shows a

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
N	EXCLUDED ASSET - CITY GRANT EASEMENT - Lift Station # 1	Bolivar	601 W. Forest St.	89-11-0.1-02-001-001-002.00		Required only for the new City Grant Easement area. Obtaining boundary line survey		utility easement. City to retain ownership of this parcel but grant easement to Buyer. Title company does not provide policies for just an easement interest.
O	Lift Station # 2	Bolivar	1398 W. Parkview	89-11-0.1-02-002-003-001.01		Required	Owner's Policy Required	
P	Lift Station # 4	Bolivar	2045 S. Colony Ave	no parcel id number		Required	Owner's Policy Required	TC requiring a quitclaim deed from Southtown Development Company bc Lot 40 of Southtown was conveyed to the City via deed in 1994 but was also included in a deed to another individual in 1995.
Q	EXCLUDED ASSET - CITY GRANT EASEMENT - Lift Station # 5	Bolivar	605 W. Forest	89-06-0.7-35-004-001-005.00		Obtaining boundary line survey for the City Grant Easement	Owner's Policy Required	City to retain ownership of this parcel but grant easement to Buyer. Title report indicates that the City is not the fee simple owner, so City cannot grant a new easement but

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
						Area		assign their easement interest in this parcel. Title company does not provide policies for just an easement interest. City has since confirmed that they owned the property shown in the quitclaim deed included in the title exception documents.
R	Lift Station # 6	Bolivar	West of 3520 S. Springfield Ave	89-11-0.6-24-000-000-002.02		Required	Owner's Policy Required	Will need to have the assign the following easements: <ul style="list-style-type: none"> • Perpetual Ingress/Egress Easement • Potable Water and Sanitary Sewer
S	Lift Station # 7	Bolivar	1500 E. Mt. Glied Rd	89-11-0.6-13-000-000-033.13		Obtaining boundary line survey for easement area		City not owner, will instead be assigning their easement interest in this property. Title company does not provide policies for just an easement interest. Title report does indicate that

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
								there is a 15 ft utility easement on the North lot line and a 30 X 30 ft lift station easement shown on the Final Plat of Southtown 4 th Addition
T	Lift Station # 8	Bolivar	East of 1021 Hwy T	89-11-0.1-02-000-000-022.02		Obtaining boundary line survey for easement area		<p>City not owner, will instead be assigning their easement interest in this property. Title company does not provide policies for just an easement interest.</p> <p>Title report references a quitclaim deed to the City recorded in Book 699, Page 395. Will City be conveying this portion of the larger parcel? Is there access to a public ROW from this portion of the parcel?</p> <p>Title report also indicates a Sewer and Water Line Easement recorded in Book 688, Page 385. Will the City be conveying this easement?</p>

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
								The Lot Split Survey in Plat Book 9, Page 176 shows sanitary sewer lines and manholes. Will the City also be assigning this easement?
U	Lift Station # 9	Bolivar	2201 E. Division St	89-10-0.3-06-002-001-003.00		Required	Owner's Policy Required	Commitment indicates that the City is not the fee simple owner. Instead, it indicates that the owners are (i) Delbert and June Simpson Family Trust and June Simpson dated 9/6/2011 and (ii) Delbert L. Simpson and Daphney, June Simpson, as husband and wife. Additionally, title commitment does not indicate any easement specifically granted to the City. What interest will the City be granting?
V	EXCLUDED ASSET - CITY GRANT EASEMENT - Lift Station # 10	Bolivar	1700 E. Aldrich Rd	89-10-0.4-18-000-000-002.01		Required only for the new City Grant Easement		City to retain ownership of this parcel but grant easement to Buyer. Title company does not provide policies for just an easement interest.

APA Parcel ID	Property Name	System	Street Address	Parcel No.	Existing As-Built Survey ¹	New ALTA/NSPS As-Built Survey ²	Title Commitment	Comments / Status
						area. Obtaining boundary line survey		
W	EXCLUDED ASSET - Fire Station 2	Bolivar	824 S. Killingsworth Ave	89-11-0.2-10-000-000-001.02	Not Required	Not Required	Not Required	City is retaining this parcel; no part of the Systems is located here
X	High Ground Parcel	Bolivar	430 th Rd	89-11-0.2-04-000-000-006.30		Required	Owner's Policy Required	
Y	EXCLUDED ASSET - Airport Well	Bolivar	4460 Airport Rd	89-10-0.2-09-000-000-014.04	Not Required	Not Required	Not Required	City is retaining this parcel; no part of the Systems is located here
After-Acquired Property, if any								Requirements to be determined in the event additional real estate becomes part of the Systems prior to Closing



Renew Active by UnitedHealthcare
Enrollment Packet



Dear Club Contact/Manager,

Welcome to Healthy Contributions, LLC; your fitness reimbursement processor.

We have designed this packet to supply you with the necessary forms and documents in order to use our data and payment services.

Please review and complete as necessary the following documents, and fax (using the enclosed fax cover sheet) or email them back to us:

- Program Agreement
- Club Direct Deposit Form
- W9 Form
- Smart Login Website Access Form
- Club Enrollment Form
- Facility Profile Worksheet

Make sure to store the original documents in a secure location for future reference. After we receive your completed documents, we will contact you with a confirmation email.

Once you receive the confirmation email, you will be able to log into the Healthy Contributions website using the credentials on your confirmation email and begin entering your members' demographics and their fitness incentive provider information. Training is available upon request.

The confirmation email will also contain instructions included for your staff on how to navigate through the Healthy Contributions portal. These instructions include how to add new members, report monthly utilization records, and view return reports.

Please feel free to contact us at any time, should you have any questions.

Thank you for choosing Healthy Contributions!

Yours in Health,

The Healthy Contributions Team
network@healthycontributions.com
Fax: 651-438-5196

Table of Contents

Fax Cover Sheet	4
Program Agreement	5
Club Enrollment Form	7
Club Direct Deposit Form	10
W9 Form	11
Smart Login Website Access Form	12
Facility Profile Worksheet	13-14
Fitness Incentive Program Procedures	15
Typical Processing Timeline	16
Cancellation Policy Information	17
Club Marketing Guidelines	18



Fax cover sheet

Fax documents to: 651-438-5196

TO: Healthy Contributions

FROM: _____

PAGES INCLUDING COVER SHEET: _____

DATE: _____

NOTES: _____

Fax Includes:

- ☐ Program Agreement
- ☐ Club Enrollment Form
- ☐ Club Direct Deposit Form
- ☐ W9 Form
- ☐ Smart Login Website Access Form
- ☐ Facility Profile Worksheet

PROGRAM AGREEMENT

Primary Address: _____ Address #2: _____
Primary Business Name (DBA): _____ Primary Contact Number: _____
Primary Business Name (Legal): _____ City: _____ State: _____ Zip: _____

This Agreement is made on _____, 20____, by and between Healthy Contributions, LLC (“HC”) and _____ (“Client”) will confirm the arrangement under which HC is providing payment-processing services for Client and data transfer and disbursement services for the Optum Fitness Passport Program (Program Provider), all as set out below.

1. **Appointment:** Client hereby appoints HC to act as its reimbursement processor for the Optum Fitness Passport Program. The duties of HC are as follows: (A) provide a platform for the entry of data; (B) collect and provide specific Program usage data to the Program Provider; (C) return status of this data to Client via web reporting; and (D) if applicable, disburse any monies to the Client based upon instructions from the Program Provider.
2. **Service:** HC agrees to facilitate the collection and transfer of data and funds for Client as this information is provided to HC. To that end, by the 5th calendar day of each month for the prior month, Client shall provide HC with the member usage information as requested, and in the format required, by HC. Disbursement of funds hereunder by HC to Client shall occur at the times agreed to by HC and the Program Provider, but is contingent upon data and funds received from the associated Program Provider, and upon Client’s provision of member usage information in the formats required by HC.
3. **Management:** HC has agreed to manage the reimbursement portion of the Optum Fitness Passport Program. Management and maintenance of Client shall include audits of usage data. Client’s staff is subject to record and data review by HC. Instances where HC has reasonable cause for audits or record and data reviews will be initiated with a written notice that specifies the purpose and scope of the record and data review and will be sent to Client by certified mail. If improprieties are found or suspected, a review of participation will be initiated with due process and Program Provider in question and may result in a warning, probation, suspension or Client’s permanent removal from the program.
4. **Fees:** Program Provider agrees to pay all applicable HC fees on behalf of the Client, for services herein. HC will not be liable to Client or be in breach of this Agreement for events directly related to the failure of Client to comply with its reporting obligations to HC or due to the failure of the Program Provider to provide HC with the appropriate information so that HC can perform its obligations hereunder. In the event that Program Provider fails to pay any HC fees on behalf of the Client as set forth herein, HC can immediately terminate this Agreement upon written notice to Client, and Client will notify all participating members of the program that benefits will cease.
5. **Termination & Closing club(s):** Unless otherwise terminated pursuant to Section 4, either party may terminate this Agreement by giving the other party (30) days written notice. If Client is discontinuing its involvement in a Program, it will immediately notify all participating members of the Program that benefits will cease. It must also immediately notify HC to close out accounts and provide HC with current member status. HC will notify the Program Provider, if necessary.
6. **Sale:** If Client sells its business, client must agree to provide to Healthy Contributions the identity and contact information of new ownership. This agreement will immediately terminate without further obligation from HC or Client. Fees that are owed for the final processing period will be the responsibility of Program Provider. Any processing that is submitted past the date of sale is still calculated by usage month and Program Provider is responsible for paying these fees to HC.
7. **Confidentiality:** During the term of this Agreement and at any time after, Client will keep confidential and not disclose any Confidential Information (as defined below) nor will Client use the Confidential Information listed below for a purpose causing harm or damage to HC. Client will hold the Confidential Information in strict confidence and will protect it with the same diligence that it protects its own confidential information. Confidential Information shall include, but not be limited to, the terms of this Agreement, including any financial terms, trade secrets, the identity of any Program providers, unique identifiers, Personal Information (as defined below), and reimbursement amounts.
8. **Privacy:** During the term of this Agreement and at any time after, if Client obtains or has access to “Personal Information”, Client agrees to comply with all applicable privacy laws and to hold and protect all “Personal Information” in strict confidence and maintain the confidentiality of this information except as required by law or a court order.
 - a. “Personal Information” means any information about or concerning an individual including, but not limited to:
 - i. An individual’s first name or first initial and his or her last name, or any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person whether or not in combination with any one or more of the following data elements: (A) social security number; (B) driver’s license number or state identification card number; (C) checking account number, savings account number or other account number alone if no other information is required to access such account or otherwise commit identity theft or misuse such information; (D) credit or debit card number; (E) account passwords or personal identification numbers, other access codes, or any other accounts or resources; (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints; (I) birth date; (J) parent’s legal surname prior to marriage; (K) identification number assigned by an employer; (L) any individually identifiable information, in electronic or physical form, regarding the individual’s medical history or medical treatment or diagnosis by a health care professional;

9. **Forms; Programs:** HC shall advise Client that they have the option to either 1.) Maintain original documents related to the participating member's Program Providers enrollment forms in a secure location consistent with existing record retention policies, 2.) Return documents and forms back to the member after inserting this information into the enrollment website, or 3.) Destroy forms in a secure manner. All options stand unless state law record retention requirements state otherwise. Client is solely responsible for the membership agreement that Client uses. HC will provide Client with a copy of the participating Program Provider's enrollment forms and Client shall make copies for enrollment. Client will not be allowed to make changes to the enrollment forms.
10. **Visits:** All visits for this Program by Client's members must be performed at Client's facility. Events, programs, classes or other activities hosted by Client outside of Client's physical facility will also be eligible for being counted in the cumulative total number of visits for members if Client has a commercially reasonable method of tracking such activity.
11. **Trademark Usage:** All advertisements or other marketing materials referencing a Program Provider's name, trademark, service mark, logo or other commercial symbol must be approved by that Program Provider's legal department prior to publication by Client. Requests can be facilitated through HC.
12. **Indemnification:** Liability: The parties agree to defend, indemnify and hold each other , harmless , its owners and affiliates, and each of them, and their respective officers, directors, employees, shareholders, agents, insurers, and representatives from and against any and all demands, losses, actions, damages, claims, costs, expenses and liability (including attorneys' fees) ("Damages") whether or not involving any third party claim, that results from or arises out of directly or indirectly: (a) any act or omission ; or (b) any injury or Damage caused in connection with providing services hereunder.
13. **Dispute Resolution:** In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.
14. **Entire Agreement:** This Agreement, including the documents referenced herein, is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating hereto. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers); provided, however, HC may amend the FPR&D and the Policy (all as defined below) at any time. Copies of this Agreement with signatures transmitted by facsimile shall be deemed to be original signed versions of this Agreement.
15. **Additional Documents:** Client acknowledges that it has read and understands this Agreement, the Optum Fitness Passport Program Information Packet document, and the Cancellation Policy (the "Policy"). In the event of a conflict between the terms of this Agreement and any of the foregoing documents, the terms of this Agreement shall control.
16. **Liability Insurance:** Client will at its own cost and expense, maintain (and cause its subcontractors working on the facility, if any to maintain) the following insurance coverage in full force: Workers' Compensation Insurance and Commercial Liability Insurance, with limits of not less than \$1,000,000. The insured must give Healthy Contributions thirty (30) days' written notice before the insurance is cancelled or altered in a way that no longer satisfies the requirements Client will need to provide a copy of the current certificate of liability insurance.
17. **Benefits; Assignment:** This Agreement shall inure to the benefit of and shall bind the successors and permitted times assigns of both parties to this Agreement. Client may not assign or transfer its interest in this Agreement without the prior written consent of HC.
18. **Acknowledgments:** Client acknowledges: (A) that HC is not a payer of services, nor an insurer with respect to any services provided by Client and its only obligation with respect to funds received from the Program Provider is to disburse the funds in accordance with the instructions of the Program Provider; (B) that HC shall have no obligation to disburse funds hereunder if a Program Provider fails to provide the funds for reimbursement to HC; and (C) that HC has not made any representation, warranty or guarantee as to any revenue that it may derive from any program.
19. **Assignment:** Neither party shall assign this agreement, its rights or obligations under this agreement or grant a security interest in or pledge as collateral any interest herein or therein without written consent of the non-assigning party.
20. **Non-exclusivity:** Each party understands and acknowledges that the relationship created hereby is of a non-exclusive nature, meaning that either party may do business with any other party that provides the same or similar services.
21. **Email:** Healthy Contributions may from time to time send emails to the addresses referenced in the Smart login forms to update of program changes, enhancements and other pertinent information. These may include communications from health plans or promotional advertisings in connection with our standard services. Notwithstanding, any formal notifications regarding this Agreement shall be sent to the other party via certified mail for approval and verification that such mailings do not violate privacy laws or opt out notifications by the intended recipient.

Healthy Contributions, LLC

Client

By: _____
 Title: _____
 Signature: _____
 Date: _____

Signee Name: _____
 Title: _____
 Signee Email: _____
 Signature: _____
 Date: _____

Club Enrollment Form

Each location's profile will be setup with the Renew Active by UnitedHealthcare Program.

Primary Club Name: _____ Facility Phone: _____
 Address: _____
 City: _____ County: _____ State: _____ Zip: _____
 Primary Contact Name: _____ Title: _____
 Primary Contact Email: _____ Primary Contact Phone: _____
 Facility Website URL: _____

****If primary contact is different for each location, please indicate below.**

Other Location(s)/Branches:
 Facility Name (DBA) _____
 Address: _____
 City: _____ State: _____
 County: _____ Zip: _____
 Facility Phone: _____
 Primary Contact Name: _____
 Primary Contact Email: _____
 Primary Contact Phone: _____
 Facility Website URL: _____

Other Location(s)/Branches:
 Facility Name (DBA) _____
 Address: _____
 City: _____ State: _____
 County: _____ Zip: _____
 Facility Phone: _____
 Primary Contact Name: _____
 Primary Contact Email: _____
 Primary Contact Phone: _____
 Facility Website URL: _____

Facility Name (DBA) _____
 Address: _____
 City: _____ State: _____
 County: _____ Zip: _____
 Facility Phone: _____
 Primary Contact Name: _____
 Primary Contact Email: _____
 Primary Contact Phone: _____
 Facility Website URL: _____

Facility Name (DBA) _____
 Address: _____
 City: _____ State: _____
 County: _____ Zip: _____
 Facility Phone: _____
 Primary Contact Name: _____
 Primary Contact Email: _____
 Primary Contact Phone: _____
 Facility Website URL: _____

Facility Name (DBA) _____
 Address: _____
 City: _____ State: _____
 County: _____ Zip: _____
 Facility Phone: _____
 Primary Contact Name: _____
 Primary Contact Email: _____
 Primary Contact Phone: _____
 Facility Website URL: _____

Facility Name (DBA) _____
 Address: _____
 City: _____ State: _____
 County: _____ Zip: _____
 Facility Phone: _____
 Primary Contact Name: _____
 Primary Contact Email: _____
 Primary Contact Phone: _____
 Facility Website URL: _____

Club Direct Deposit Form

For multiple facilities with separate banking, please complete this section for each account.

Club Information

Facility Name: _____

Primary Contact first and last name: _____

Address: _____ Club Phone number: _____

City: _____ State: _____ Zip Code: _____

Direct Deposit Information - Please choose one option below:

Electronic Funds Transfer: ☐ Checking ☐ Savings

Name on Account: _____

Financial Institution: _____

YOU MAY PASTE A VOIDED CHECK BELOW OVER THE EXAMPLE CHECK PROVIDED-No Deposit Slips Please

JOHN A. DOE
JANE A. DOE
123 Main Street
Anywhere, USA 12345

0123

DATE _____

PAY TO THE ORDER OF _____ \$ _____

YOUR BANK, USA _____ DOLLARS

MEMO _____

⑆0123456789⑆ 01234567890123⑆ 0123

Routing Number:

--	--	--	--	--	--	--	--	--	--

 Account Number: _____

I authorize Healthy Contributions to initiate automatic deposits to my account at the financial institution indicated above. Further, I agree not to hold Healthy Contributions responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. If funds are deposited in error, I understand that a retraction may occur. This agreement will remain in effect until Healthy Contributions receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to Healthy Contributions.

Signature: _____ Date: _____



Smart Login Website Access Form

This setup will grant staff access to www.healthycontributions.com. For multiple facility groups, please complete one Website Access form for each location.

Facility Name and State: _____

Note: Each login must have a unique email address which will be used as the username. Please record your entries for future reference.

Passwords must be at least 8 characters and contain at least 1 letter and 1 number.

User 1:

First and Last name: _____

Email address: _____ Password: _____

User 2:

First and Last name: _____

Email address: _____ Password: _____

User 3:

First and Last name: _____

Email address: _____ Password: _____

User 4:

First and Last name: _____

Email address: _____ Password: _____

If you would like additional users to have access to your Healthy Contributions portal, please complete a second SmartLogin Form.

Healthy Contributions | 111 Weir Drive | Woodbury, MN 55125 | F: 651.438.5196 | network@healthycontributions.com

Facility Profile Worksheet

In an effort to highlight the on-going amenities, classes, and personalized fitness plan offerings at your facility, please complete the profile below. For multiple facility groups, please complete one worksheet for each location.

Facility Name: _____

Amenities & Classes

1. Does your facility have a pool? ☐ Yes ☐ No
2. Is your facility Co-Ed or Women Only? ☐ Co-Ed ☐ Women Only
3. Does your facility offer complimentary Group Exercise Classes? ☐ Yes ☐ No

If yes, please complete the chart below.

Check the categories in which you offer complimentary classes.	How many different complementary class programs do you offer in each category?	Optional: Optum would like to highlight a complimentary class in each category that you offer. Please list an offered class that is older adult appropriate.
<input type="checkbox"/> Cardio		
<input type="checkbox"/> Strength		
<input type="checkbox"/> Mind/Body		
<input type="checkbox"/> Aquatic		
<input type="checkbox"/> Specialty		

* Please DO NOT list branded classes created from other third-party Medicare Programs.

Class Descriptions:

Cardio	Focus on getting the heart rate up for the duration of the class. This category includes long-time favorites such as step and hi-lo floor aerobics, and some more recent favorites such as kickboxing and indoor cycling.
Strength	Use equipment like light dumbbells, barbells, resistance bands, kettle bells or body weight to build muscular strength and endurance. These classes usually involve all the major muscle groups, but can be broken down into formats that focus on just abdominal, upper body or lower body exercises. These classes are considered non-aerobic, but are a great way to incorporate resistance training into a weekly routine without getting out on the weight room floor.
Mind/Body	The most recognizable mind/body classes are yoga and Pilates, but these can include stretching or core strength classes. These formats focus on flexibility, core strength and balance with an emphasis on connecting the mind to the physical work of the body. These classes have become more common at mainstream fitness facilities, but can still be found at specialty studios that offer no other formats. Meditation classes are also a form of mind/body classes.
Specialty	Specialty classes tend to be nontraditional. Examples of specialty classes are several forms of dance (hip hop, salsa, line dancing) or self-defense.
Aquatic	Water aerobics is a form of aerobic exercise that requires water-immersed participants. Most water aerobics is in a group fitness class setting. Focused on aerobic endurance, resistance training, and creating an enjoyable atmosphere with music. Different forms of water aerobics may include: aqua Zumba, water yoga, aqua aerobics, and aqua jog.

Caregiver Access

Do you allow caregivers free access to your location when they accompany an eligible member who requires assistance? ☐ Yes ☐ No

The caregiver only receives free access when they are with that eligible member. They themselves must have their own membership if they wish to utilize your location independently.

Personalized Fitness Plan

Is your location interested in offering a complimentary **Personalized Fitness Plan** session for eligible members once per calendar year? ☐ Yes ☐ No

Personalized Fitness Plan requirements:

1. Complimentary session must be with a Personal Trainer for a minimum of 30 minutes once per calendar year.
2. Discuss and provide feedback on member's health and wellbeing goals
3. Connect and recommend services, programs and classes that will help the member meet their health and wellbeing goals
4. Present a customized action plan to include an exercise prescription plan
5. Offer an equipment orientation

Benefits to the facility for offering a Personalized Fitness Plan to your Renew Active members:

- Increase in member enrollment, retention, and utilization yielding more revenue
- Be highlighted on the Optum website as a location offering a personalized fitness plan for eligible members
- Connect our members with your services, programs, amenities, and classes which can drive increased engagement and sales opportunities for your facility generating more revenue

Name _____ Phone Number _____ Email _____



Fitness Incentive Program Procedures

Facility Responsibilities

- Complete all Healthy Contributions set up forms and email or fax back to Healthy Contributions.
- Complete Optum agreement.
- Retain a copy of all program forms in a secure place.
- Make a copy of each member's confirmation letter for reference and store in secure location.
- Enter all member demographic and confirmation number into Healthy Contributions.
- Between the 1st through the 5th calendar day of each month, report monthly utilization records to Healthy Contributions.
- Correct any false demographic or fitness incentive provider information based on monthly return reports promptly to safeguard proper payments.

Resubmitting Past Usage Information

- You may resubmit a member's past usage at any time during the month. It will be submitted with the next month's file submission. (Example: resubmit for December's usage on February 10, it will be submitted with February's file submission through the 1st and the 5th calendar day of March.)
- The Renew Active by UnitedHealthcare Program will only accept resubmissions for up to 2 months. Please know that it is always up to the program provider to approve or deny any resubmissions.

Viewing and confirming monthly Return Reports

- It is REQUIRED that on or after the 25th of EACH month, the facility logs in to www.healthycontributions.com and views the return report.
- Verify information as necessary on the online return reports.
- Correct any incorrect information, paying special attention to all members the club was not paid for if the member had visits, and make resubmissions as necessary.

Reimbursements

- Healthy Contributions will directly receive fitness plan funds and will disperse them directly to the club's bank account on or after the 25th of each month.

Changes, Corrections and Deletions

- The facility is solely responsible for any changes, corrections and deletions made to member demographic and fitness incentive insurance information.

Cancellation Policy

- Please see specific program information noted under Cancellation Policy Information in this document.

Typical Processing Timeline

Member Exercise Period | 1st – end of month

- Members work-out periodically throughout the month.
- **Clubs receive payments based on individual member's usage, as detailed in the Optum Agreement.**

Usage Submission | 1st – 5th calendar day of the month

- Member utilization records should be reported to www.healthycontributions.com before the 5th calendar day at mid-night.
- Also during this time, you may enter any resubmissions you might have following the resubmission guidelines.
- Following submission, usage files are transferred by Healthy Contributions to the Renew Active by UnitedHealthcare Program for processing.

Data Exchange | 6th – End of month

- Healthy Contributions submits one completed usage file to program provider by the 6th of the month or the next available business day.
- The Renew Active by UnitedHealthcare Program team reviews the usage file.
- The usage file is returned to Healthy Contributions with status codes by the end of the month or the next available business day.

Reimbursement | On or after the 25th of month

- Clubs receive payment based on the criteria and payment schedule outlined by the Optum Agreement.
- Return reports are made available to your club for reconciliation.

Resubmissions | Can be entered any time throughout the month

- The Renew Active by UnitedHealthcare Program will only accept resubmissions for up to 2 months. For example, resubmissions for the month of April must be entered into the HC website by July's submission (the 1st-5th calendar day) period. April resubmissions will not be accepted after July and the club will not be paid for those visits.

Additional information, detailed instruction sheets, tutorials, and walk-throughs are available upon request.

Cancellation Policy Information

Member Cancellations

- Each facility is required to have prearranged member cancellation policy in place.
- It is important that the facility knows that they can only expect to receive a payment for the members' visits that were made on the last month of their membership.
- Please ensure that the members stay in the Healthy Contributions web portal until the last month's payment has been received. Failure to adhere to this may result in non-payment.

Facility Cancellations

- **The Optum agreement requires Renew Active by UnitedHealthcare clubs to provide written notice to Optum of cancellation per the details outlined in the Optum agreement.**
- If you wish to cancel; please provide a cancellation notice to Healthy Contributions in writing by emailing network@healthycontributions.com. Healthy Contributions will send you a confirmation email once approved. Please note that cancellation is not accepted until email confirmation is sent back to club. The facility is responsible for notifying participating members of program cancellation.

Facility Closures

- It is the owner's responsibility to notify Healthy Contributions when the facility is closing. A 30-day notice is required.
- The facility must email their closing notice to: network@healthycontributions.com, or fax to: 651-438-5196.
- Members can locate and re-enroll in the Renew Active by UnitedHealthcare Program at another participating location. Members can contact the Renew Active by UnitedHealthcare team for a list of participating clubs in the area.
- It is the facility's responsibility to notify all members of the club closure.

Club Marketing Guidelines

Marketing is an important part of operating a successful business, which is why we have included some tips on marketing the Renew Active by UnitedHealthcare Program in your facility.

Use of logo information

- **It is not advised to use the program provider's name, logo, or likeness, in circulars, advertisements, web content, or other forms of solicitation without the expressed consent of that particular program provider.**
- If you have questions about the marketing this program, please contact Healthy Contributions at network@healthycontributions.com or call your program representative.

Inquire with prospective members concerning which insurance provider they currently have

- Prospective members may be intrigued to learn that your facility participates in the Renew Active by UnitedHealthcare Program.

Word of Mouth

- Be sure to thoroughly explain the program details to your members. The participating members will be your biggest advocate and asset!
- Encourage your Renew Active by UnitedHealthcare members to refer their friends and family to your club.

Offer promotional Senior Friendly days

- Post fliers around your facility offering a day for members to come and learn about your facility.
- Offer small refreshments to those in attendance.
- Explain to those in attendance the importance of fitness and the benefits of choosing a healthy lifestyle.



345 S. Main Ave, PO Box 9, • Bolivar, Missouri 65613
Telephone (417)326-2489 • Fax (417) 777-3212
www.bolivar.mo.us

Cintas Uniform Contract expires February 20th, 2021.

Last contract renewal was for 36 months.

Cintas is a member of US Communities Government Purchasing Alliance, now known as Omnia Partners. City of Bolivar is a member of this Purchasing Alliance.

Cintas is offering a 36month renewal with the same per piece price.



STANDARD RENTAL SERVICE AGREEMENT

Location No. 0569 Agreement No. 210031044 Customer No. 11368114 Date _____
Customer CITY OF BOLIVAR Phone 4173262489
Address 345 S MAIN AVE City BOLIVAR State MO Zip 65613

UNIFORM PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X677	PERMA LINED JKT - Rental		ANY	0.000
X74331	CARPENTER JEANS/INDI - Rental		ANY	0.250
X894	DENIM JEAN - Rental		ANY	0.220
X935	COMFORT SHIRT - Rental		ANY	0.105
X945	COMFORT PANT - Rental		ANY	0.210
X970	HIP LENGTH JKT - Rental		ANY	0.000

EMBLEM PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price

FACILITY SERVICES PRODUCTS PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X2160	SM SHOP TWL-RED - Rental	1	ANY	0.060
X2191	FENDER COVER - Rental	1	ANY	0.450
X2570	"24"" DUST MOP - Rental	1	ANY	0.600
X2650	WET MOP LARGE - Rental	1	ANY	0.850
X9173	HRDWND BRN PAPER LRG - Rental	4	ANY	6.000
X9314	HVY DTY SCRUB SVC - Rental	1	ANY	2.400
X9440	BOX ALL PURPSE WIPER - Rental	1	ANY	7.000

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- COD Terms \$_____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Material X2160 % of Inventory 10.000 \$ 1.074 EA.
- Automatic Lost Replacement Charge: Material _____ % of Inventory _____ \$ _____ EA.
- Make-Up charge \$ 2.640 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment
- Artwork Charge for Logo Mat \$ _____
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Service Charge: \$ _____ per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.000 per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage \$ 0.120 per garment. Premium Advantage \$ 0.000 per garment.
Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage \$ 0.050 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation..
- Prep Advantage \$ 0.04 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other _____



 / ☐ _____
Date

Initial and check box if Unilease. All garments will be cleaned by Customer.

 / ☐ _____
Date

Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.

 / ☐ _____
Date

Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Customer certifies that ☐ it is ☐ is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No. _____
By _____
Title _____
Accepted-GM: _____

CUSTOMER:
Please Sign Name _____
Please Print Name _____
Please Print Title _____
E-mail _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.