
COOPERATIVE AGREEMENT

by and between the

CITY OF LEE'S SUMMIT, MISSOURI,

and the

DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT

dated as of

_____, 2021

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this ___ day of _____, 2021, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “**City**”), and the **DOWNTOWN LEE’S SUMMIT COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), (the City and the District being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Section 1.2** of this Agreement.)

RECITALS

A. The City Council of the City (the “**City Council**”) passed Ordinance No. 7478 on July 1, 2014, which approved the formation of the District and the Petition to Establish the Downtown Lee’s Summit Community Improvement District (the “**Petition**”).

B. The City is engaged in planning and preparation efforts to proceed with certain improvements of 3rd Street from approximately Jefferson Street to Market Street (the “**Project**”).

C. Documents related to the Project have been prepared by the City which help to inform the Parties and their planning activities regarding the initial conceptual plans and arrangements for the Project. The conceptual site plan that has been prepared at the direction of the City for the Project is attached as **Exhibit A** (the “**Site Plan**”).

D. The location of the Project is within the boundaries of the District. A map of the District boundaries is set forth for reference in **Exhibit B**. The District was formed pursuant to the Community Improvement District Act as set forth in Section 67.1400 *et seq.* of the Revised Statutes of Missouri (the “**CID Act**”). The CID currently collects a 1.0% sales and use tax within the District boundaries, and annually budgets for the expenditure of the District revenues to further projects, programs, events, redevelopment work and business enhancement within the District boundaries.

E. As the Parties continue to work through the initial stages of preparation for the Project, a primary purpose of this Agreement is to establish the Parties’ agreement with respect to additional steps that will be taken by the Parties to continue to collaborate for the Project, including the District’s funding commitment levels for the Project and any other programming, design, construction and operational issues that will be coordinated between the Parties.

F. On _____, 2021, the City Council adopted Ordinance No. _____, approving this Agreement and authorizing the City to execute and to enter into this Agreement.

G. The District is authorized in accordance with the provisions of the CID Act to impose a district-wide sales tax and to enter into this Agreement for the construction of various improvements generally located within the boundaries of the Site Plan, at a specific location to be determined by the Parties pursuant to the terms of this Agreement.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

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

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Agreement” means this Cooperative Agreement.

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

“Board” or **“Board of Directors”** means the governing body of the Downtown Lee’s Summit Community Improvement District.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“City” means the City of Lee’s Summit, Missouri, a charter city and political subdivision under applicable Missouri laws.

“City Council” means the governing body of the City of Lee’s Summit, Missouri.

“City Manager” means the City Manager of the City, or his/her designee.

“Chairman” means a director of the District elected to the Chairman position

“3rd Street Enhancements” means the improvements to 3rd Street between Jefferson Street and Market Street as set forth Probable Construction Cost Opinion in **Exhibit C**.

“Fiscal Year” means July 1 through June 30 of each year, which Fiscal Year coincides with the City’s fiscal year.

“Petition” means the Petition to Establish the Downtown Lee’s Summit Community Improvement District, filed with the City Clerk of Lee’s Summit, Missouri, approved by Ordinance No. 7478 on July 1, 2014.

ARTICLE 2: REPRESENTATIONS

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

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

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

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

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

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

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

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

ARTICLE 3: ALTERNATE DESIGN AND ACCEPTANCE OF SPECIFICATIONS.

Section 3.1. Design Firm. The District acknowledges that the City has already selected a qualified company (“**Design Firm**”) to provide design, engineering, and construction documents for the Project. The District agrees to use of the Design Firm to create and provide the design, engineering, and construction documents for the 3rd Street Enhancements, and development of specifications needed for the Alternate Bid outlining the construction work associated with the 3rd Street Enhancements.

Section 3.2. Acceptance of Alternate Bid. When the design, engineering, and construction documents for the Project, including those applicable to the 3rd Street Enhancements are complete, the City shall issue an invitation for bid to select a company to perform the construction work for the Project (“**Project IFB**”). The Project IFB shall separate the specifications for the construction work of the 3rd Street Enhancements from the rest of the construction work for the Project (“**Alternate Bid**”).

The City shall send the District a summary of all the bids, and specify which bid is the lowest responsive, responsible bid for the aggregate cost of the Project and Alternate Bid. The District understands and agrees that the City is required to award the bid in accordance with State and Federal requirements, which require the bid to be awarded to the company providing the lowest responsive, responsible bid for the total cost of the Project and Alternate Bid. If the District rejects the Alternate Bid, the City shall proceed with the Project excluding the 3rd Street Enhancements and such exclusion may affect which company has the lowest and most responsible bid.

The District shall have five (5) business days after receipt of the Alternate Bid to accept or reject the Alternate Bid and provide the City written notice of the District Board’s decision. If the District Board

does not provide the City with written notice of the District Board's decision within such time, the District Board will be deemed to have rejected the Alternate Bid and the City shall not be obligated to move forward to construction of the 3rd Street Enhancements. The District Board's rejection of the Alternate Bid does not relieve the District Board of its duty to pay the Design Contribution to the City as set forth in this Agreement.

The City shall treat all bids as closed records under the Sunshine Law, until such documents must be treated as open records following the award of the bid to the lowest and most responsible bid. The District agrees to treat all documents connected with the Alternate Bid, including the summary of bids delivered to the District by the City, as closed records until the City deems the records to be open records of the City under the Sunshine Law at which time the same records will be treated as open records of the District under the Sunshine Law.

ARTICLE 4: PROJECT SCOPE, CONSTRUCTION, AND FINANCING

Section 4.1. Project Scope. The City and CID agree that the District will be involved with the 3rd Street Enhancements development both in design review and partial funding.

Section 4.2. Conditions for 3rd Street Enhancements Funding. The District agrees to fund its portion of the 3rd Street Enhancements, as set forth in this Agreement, under the following conditions:

A. The District Board will have final design approval of the 3rd Street Enhancements, which shall not be unreasonably withheld, and acceptance of the related Alternate Bid for the Project.

B. The District Board shall be involved in the 3rd Street Enhancements bidding process, and the City and CID shall agree on the award to the successful bidder, and the construction contract with the successful bidder shall include the requirement that any change orders be approved by the City and the CID.

C. No CID contributed funds shall be used to finance storm water improvements, or any elements of the broader Project.

D. The City shall inspect and oversee all Project activities, including but not limited to completion of the schematic design, engineering, and construction documents, bidding and selection of the contractor to perform the construction, and execution and inspection of the construction work to complete the Project.

Section 4.3. Funding Commitments. The District will contribute funding exclusively for the 3rd Street Enhancements in two (2) parts:

A. The District shall contribute an amount not to exceed Forty-One Thousand Four Hundred Sixty-Four and 80/100 Dollars (\$41,464.80) ("**Design Contribution**") for the fees and costs associated with the schematic design, engineering, and construction documents for 3rd Street Enhancements, and development of the opinion of probable cost for Alternate Bid (collectively the "**Design Costs**"). The District shall directly participate in the schematic design and engineering plan review and consideration applicable to the 3rd Street Enhancements. The Design Contribution shall be paid by the District to the City within thirty (30) days after the District's receipt of the City's invoice for the Design Costs which have been incurred by the City.

The District shall pay for all Design Costs in excess of the Design Contribution necessary for completion of the design, engineering, and construction documents for the 3rd Street Enhancements, provided that the City shall not approve and sign any change orders applicable to the 3rd Street Enhancements (“**Design Change Order**”) that would cause the Design Costs to exceed the Design Contribution without prior approval of the District. On or before the execution of this Agreement, the District shall appoint and authorize a person to review and approve or deny all Design Change Orders (“**District Reviewer**”). The City shall provide the District Reviewer with a copy of the Design Change Order request within three (3) business days of receiving such request. The District Reviewer shall approve or deny the Design Change Order request, on behalf of the District, within seven (7) calendar days of receipt.

B. Following final design and Alternate Bid approval of the 3rd Street Enhancements by the District, the District shall contribute construction funding for the 3rd Street Enhancements in an amount not to exceed Three Hundred Forty-Five Thousand Five Hundred Forty Dollars (\$345,540.00) (“**Construction Contribution**”). If the construction cost of the 3rd Street Enhancements is less than the Construction Contribution, as determined by the amount of the awarded Alternate Bid, the District’s costs will be reduced to the amount of the awarded Alternate Bid and such amount shall be agreed to in writing by the City and the District.

In addition to the Construction Contribution, the District shall pay the City a financing fee not to exceed Thirty-one Thousand Ninety-Eight and 60/100 dollars (\$31,098.60) for administrating the design and construction of the 3rd Street Enhancements (“**Financing Fee**”), as set forth in Schedule of Financing Fee Payments below:

Schedule of Financing Fee Payments	
Due Date	Amount Due
July 15, 2023	\$0.00
July 15, 2024	\$6,219.72
July 15, 2025	\$5,528.64
July 15, 2026	\$4,837.56
July 15, 2027	\$4,146.48
July 15, 2028	\$3,455.40
July 15, 2029	\$2,764.32
July 15, 2030	\$2,073.24
July 15, 2031	\$1,382.16
July 15, 2032	\$691.08
TOTAL	\$31,098.60

If the District pays off the entire amount of the Construction Contribution before all of the Financing Fee payments are due, the City shall waive the Financing Fee payments that have not come due. The City’s waiver of the remaining Financing Fee payments not yet due, is not a waiver of the Financing Fee payments that have come due but have not been paid by the District.

The sum of the Construction Contribution and the Financing Fee shall make up the District’s total construction contribution (“**Total Construction Contribution**”). The Total Construction Contribution shall be paid in ten (10) annual payments in an amount equal to the sum of Thirty-Four Thousand Five Hundred Fifty-Four Dollars (\$34,554.00) plus the amount of the Financing Fee due for that respective year, as set forth in the Schedule of Financing Fee Payments. Such payments shall be due on or before July 15th of each calendar year starting in calendar year 2023 and ending in calendar year 2032.

If the District fails to pay an Annual Contribution set forth above within thirty (30) days of its respective due date, the District shall pay a late fee in amount equal to five percent (5%) of the amount that was due, which shall be compounded monthly until fully paid.

The District shall not incur any penalty if it reimburses the City for the Total Construction Contribution in less than ten payments or sooner than the ten-year period set forth above, provided that the full amount of the Total Construction Contribution is paid to the City.

C. The District shall pay for all construction funds in excess of the Total Construction Contribution necessary for completion of construction of the 3rd Street Enhancements, provided that the City shall not approve and sign any change orders applicable to the construction of the 3rd Street Enhancements (“**Construction Change Order**”) that would cause the Total Construction Contribution to exceed Three Hundred Seventy-Four Thousand One Hundred Dollars (\$374,100.00) without prior approval of the District. On or before the execution of this Agreement, the District shall appoint and authorize a person to review and approve or deny all Construction Change Orders (“**District Reviewer**”). The City shall provide the District Reviewer with a copy of the Construction Change Order request within three (3) business days of receiving such request. The District Reviewer shall approve or deny the Construction Change Order request, on behalf of the District, within seven (7) calendar days of receipt.

Section 4.4. Ownership. The Parties hereby agree that the City shall own the land and improvements for the 3rd Street Enhancements.

ARTICLE 5: TERMINATION

Section 5.1. Termination by the District. The District may only terminate this Agreement, at its sole discretion, by providing at least ten (10) days written notice to the City at any time before the Project IFB is issued or by rejecting the Alternate Bid.

Within thirty (30) days of the District’s termination, the City shall invoice the District for the Design Contribution, including any approved excess costs attributable to the 3rd Street Enhancements. If the District terminates this Agreement before the total amount of the Design Contribution has been incurred, the District is only required to pay the portion of the Design Contribution incurred as of the date of the termination takes effect.

Section 5.2. Termination by the City. The City may terminate this Agreement, at its sole discretion, by providing thirty (30) days’ written notice to the District of its intent to terminate. If the City terminates this Agreement after commencing construction of the 3rd Street Enhancements, the City shall return any and all Financing Fee funds previously paid by the CID and the CID shall not be obligated to pay any future Finance Fees. The City shall also reduce the Construction Charge to an amount equal to the costs incurred for the 3rd Street Enhancements up to the date of termination. Upon termination of this Agreement, the City, at its sole cost, shall restore the area within the 3rd Street Enhancements to a safe condition similar to the area’s condition before construction commenced.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Default and Remedies. An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement, or obligation imposed or created by this Agreement

and the continuance of such failure for fifteen (15) days after the other Party, as applicable, has given written notice to such Party specifying such failure.

All notices required pursuant to this Agreement shall be sent as follows:

To the City:

City of Lee's Summit
220 SE Green
Lee's Summit, MO 64063
Attn: City Manager

To the District:

The Downtown Lee's Summit Community Improvement District
13 SE Third St.
Lee's Summit, MO 64063

With a copy to:

Bushyhead Law
315 SE Main St.
Lee's Summit, MO 64063
Attn: Christine Bushyhead

Section 6.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect until completion of the 3rd Street Enhancements and full payment of the Total Construction Costs has been made to the City or if it is terminated pursuant to Sections 5.1 and 5.2, the date of that termination, whichever is the earlier.

Section 7.2. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City and the District. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.3. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 7.4. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and any action, claim, or suit pertaining to this Agreement may be brought and maintained only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

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

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

Section 7.7. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

Section 7.8. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Chairman of the District or his or her designee without the necessity of any action by the Board of Directors. The District may seek the input from counsel before granting any approval.

Section 7.9. Resolution by District Board. The Board of Directors of the Downtown Lee's Summit Community Improvement District passed Resolution No. 2022-__ on the ____ of _____, 2021, whereby each Director signed said Resolution in support of the design and construction of the 3rd Street Enhancements. Resolution No. 2022-__ is attached hereto and incorporated by this reference as **Exhibit D**.

Section 7.10. Electronic Transaction. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7.11. Provisions Requires by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

Section 7.12 No Partnership. It is expressly understood that the Parties are not now, nor will they be, engage in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no Party shall be responsible for the conduct, warranties, guarantees, acts, errors,

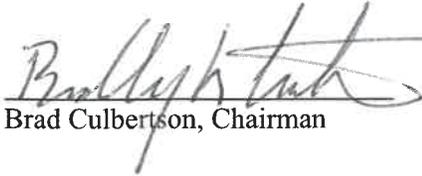
omissions, debts, obligations or undertaking of any kind of nature of the other in performance of this Agreement.

Section 7.13 Assignment. No right or interest in this Agreement shall be assigned or delegated by either Party without prior, written and signed consent of the other. Any attempted assignment or delegation by a Party in violation of this provision shall be a breach of this Agreement by such Party and shall be void. The requirements of this Contract are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

Section 7.14 Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

[Remainder of this page intentionally left blank]

**DOWNTOWN LEE'S SUMMIT
COMMUNITY IMPROVEMENT
DISTRICT**

By: 
Brad Culbertson, Chairman

[Seal]

ATTEST:

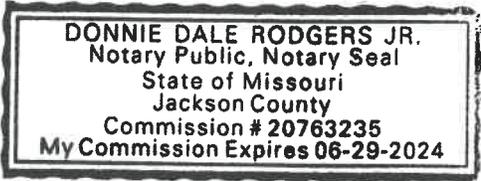

Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 27th day of October, 2021, before me appeared Brad Culbertson, who being by me duly sworn, did say that he is the Executive Director of the **DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public
(SEAL)



My commission expires: 06/29/2024

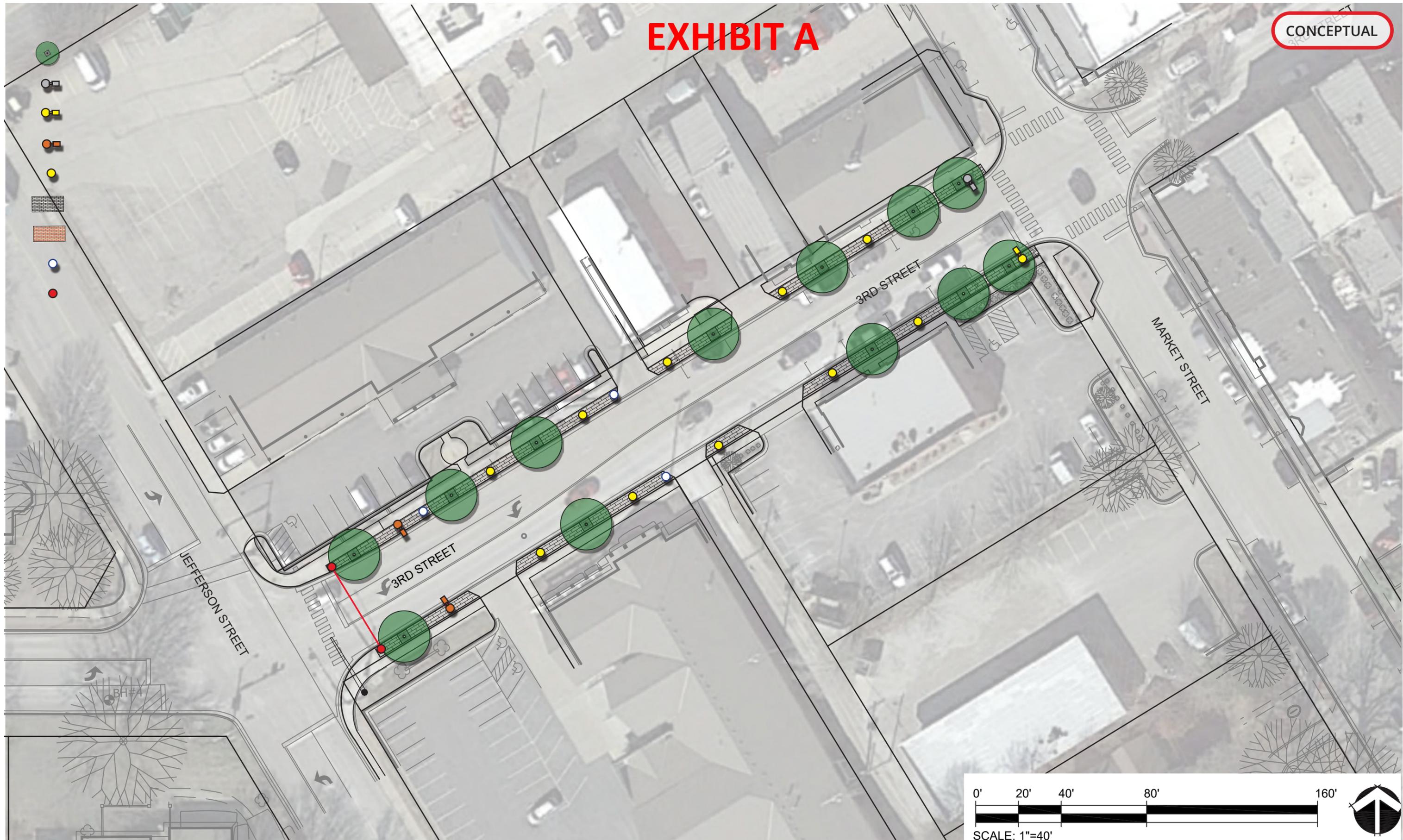
EXHIBIT A

Site Plan

[see following pages

EXHIBIT A

CONCEPTUAL



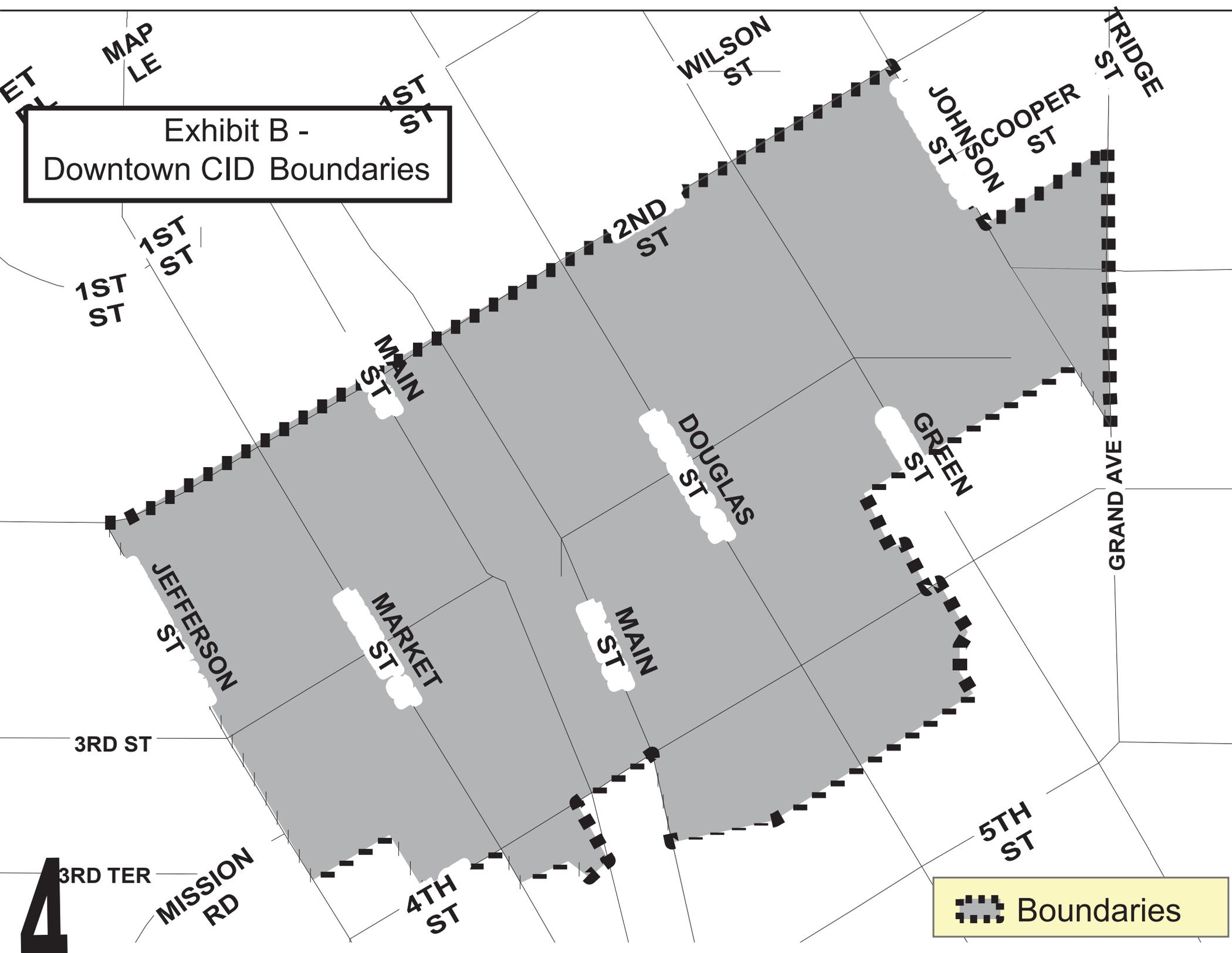
3RD STREET STREETScape (JEFFERSON ST. TO MARKET ST.)

EXHIBIT B

Map Downtown Lee's Summit Community Improvement District

[see following pages]

Exhibit B -
Downtown CID Boundaries



 Boundaries

EXHIBIT C

Probable Construction Cost Opinion

[see following pages]

EXHIBIT C

OPINION OF PROBABLE CONSTRUCTION COST **CONCEPTUAL**

The amounts stated herein represent our opinion of probable construction costs based on current project and supplier information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot ensure that actual construction costs will match the costs outlined in this opinion.

Downtown Streetscape Improvements

Lee's Summit, MO

20211
10/18/2021

Project Summary	Remarks
3rd Street - (Jefferson st. to Market st.)	\$ 387,004.80
Market Street- (2nd st. to 3rd st.)	\$ 257,642.11
Market Street- (3rd st. to 4th st.)	\$ 318,194.69
Total Anticipated Project Cost	\$962,841.60

3rd Street - (Jefferson st. to Market st.)

Site Preparation & Misc.	Qty	Unit	Unit Cost	Item Total	Remarks
Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00	
Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	
Construction Staking	1	LS	\$ 500.00	\$ 500.00	
Electrical Conduit & Wiring	720	LF	\$ 50.00	\$ 36,000.00	
Electrical Connections	1	LS	\$ 1,000.00	\$ 1,000.00	
Subtotal				\$ 44,000.00	

Proposed Tree With Tree Grate	Qty	Unit	Unit Cost	Item Total	Remarks
Street Tree	12	EA	\$ 600.00	\$ 7,200.00	3" Caliper
Tree Grate	12	EA	\$ 2,200.00	\$ 26,400.00	ADA Compliant Tree Grate
Demo/Re-set Brick	12	EA	\$ 1,800.00	\$ 21,600.00	
Outlet/Christmas Lights	12	EA	\$ 500.00	\$ 6,000.00	To Match - At tree base
Soil	12	EA	\$ 500.00	\$ 6,000.00	
Subtotal				\$ 67,200.00	

Proposed Shepard Hook Light	Qty	Unit	Unit Cost	Item Total	Remarks
Light Pole	1	EA	\$ 8,000.00	\$ 8,000.00	
Luminaire	1	EA	\$ 2,500.00	\$ 2,500.00	
Banner Arm	1	EA	\$ 1,000.00	\$ 1,000.00	
Footing (Foundation)	1	EA	\$ 2,000.00	\$ 2,000.00	
Demo/Re-set Brick	1	EA	\$ 1,800.00	\$ 1,800.00	
Wire/Conduit Adjustments	1	EA	\$ 750.00	\$ 750.00	
Subtotal				\$ 16,050.00	

Relocated Shepard Hook Light	Qty	Unit	Unit Cost	Item Total	Remarks
Moving Light Pole+Footing	2	EA	\$ 2,000.00	\$ 4,000.00	
Access Existing Conduit	2	EA	\$ 800.00	\$ 1,600.00	
Demo/Re-set Brick	2	EA	\$ 1,800.00	\$ 3,600.00	
Electrical (Hookup)	2	EA	\$ 500.00	\$ 1,000.00	
Subtotal				\$ 10,200.00	

Proposed Pedestrian Light	Qty	Unit	Unit Cost	Item Total	Remarks
Light Pole	10	EA	\$ 5,000.00	\$ 50,000.00	
Luminaire	10	EA	\$ 2,500.00	\$ 25,000.00	
Footing (Foundation)	10	EA	\$ 2,000.00	\$ 20,000.00	
Demo/Re-set Brick	10	EA	\$ 1,800.00	\$ 18,000.00	
Wire/Conduit Adjustments	10	EA	\$ 750.00	\$ 7,500.00	
Subtotal				\$ 120,500.00	

Gateway Banner	Qty	Unit	Unit Cost	Item Total	Remarks
Poles & Footing	1	LS	\$ 30,000.00	\$ 30,000.00	
Subtotal				\$ 30,000.00	

Proposed Paving	Qty	Unit	Unit Cost	Item Total	Remarks
-----------------	-----	------	-----------	------------	---------

Pavers	0	SF	\$ 25.00	\$ -	
Demo Concrete	0	SF	\$ 2.00	\$ -	
Demo Turf	0	SF	\$ 1.00	\$ -	
Subtotal				\$ -	
Subtotal					\$ 287,950.00
Contingency	20%			\$ 57,590.00	
Subtotal					\$ 345,540.00
Design and Engineering	12%			\$ 41,464.80	
Total - 3rd Street (Jefferson to Market)					\$ 387,004.80

EXHIBIT D

Resolution No. 2022-06

[see following pages]

THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION 2022-06

A Resolution Approving and Authorizing Execution of the Cooperative Agreement between the City of Lee's Summit, Missouri and the Downtown Lee's Summit Community Improvement District to Provide Funding for 3rd Street Improvements between Jefferson St. and Market St.

WHEREAS, having provided notice of the meeting of the Board of Directors of the Downtown Lee's Summit Community Improvement District ("District") in accordance with Section 610.020 of the Revised Statutes of Missouri, the Directors met on the 20th day of October, 2021; and

WHEREAS, the Downtown Lee's Summit Community Improvement District (the "CID") was approved by the City Council of the City of Lee's Summit, Missouri, on July 1, 2014, through the adoption of City Ordinance No. 7478; and

WHEREAS, the Board of Directors of the District received and considered a draft Cooperative Agreement to be entered into by and between the City of Lee's Summit, Missouri, and the District to provide for funding of 3rd Street improvements between Jefferson Street and Market Street; and

WHEREAS, the City of Lee's Summit and the District now desire to approve a Cooperative Agreement to provide for the funding of 3rd Street improvements between Jefferson Street and Market Street.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Downtown Lee's Summit Community Improvement District, as follows:

Section 1: THAT, the Cooperative Agreement between the City of Lee's Summit, Missouri and the Downtown Lee's Summit Community Improvement District, has been reviewed and is hereby approved by the Board of Directors of the District, and is attached hereto as **Exhibit A**

Section 2: AND FURTHER, THAT the Chairman of the District be, and hereby is, authorized and directed to enter into and execute such documents as may be necessary and appropriate to carry out the above resolution.

PASSED, by the Board of Directors this 20th day of October, 2021.



Brad Culbertson, Chairman