



Agenda of the Belton City Council
April 13, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>

Seating is limited due to social distancing.

2020-2021 CITY COUNCIL

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilmember Peek
- III. ROLL CALL
- IV. PERSONAL APPEARANCES
 - A. Rob Powell, 802 Main St, Southview Commerce Center
- V. CONSENT AGENDA
 - One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.
 - A. **Motion approving the minutes of the March 30, 2021, City Council Meeting.**

Page 5
 - B. **Motion approving the March 2021 Municipal Division Summary Report for Municipal Court.**

Page 17
- VI. REGULAR AGENDA
 - A. Motion approving the final reading of Bill No. 2021-20, as amended.
An ordinance approving a plan for an Industrial Development Project and a Development and Performance Agreement between the City of Belton, Missouri and Northpoint Development, LLC; and authorizing certain agreements and other actions by the City, as amended.

Page 34

- B. Motion approving both readings of Bill No. 2021-21
An ordinance declaring the results of the Annual Election of Municipal Officers of the City of Belton, Missouri.

Page 79

- VII. COMMUNICATIONS FROM CITY COUNCIL
VIII. MAYOR’S COMMUNICATIONS

**Presentation of Plaques
Recess for a Reception**

2021-2022 CITY COUNCIL

- I. ADMINISTRATION OF OATHS OF OFFICE TO NEWLY ELECTED OFFICIALS
II. ROLL CALL
III. CONSENT AGENDA

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

- A. Motion approving Resolution R2021-23
A resolution authorizing and approving a renewal of the food service agreement between the City of Belton, Missouri, and Belton Regional Medical Center, for food services to Belton jail prisoners.

This purchase is within budget.

Page 85

- B. Motion approving Resolution R2021-24
A resolution authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Omnigo Software.

This purchase is within budget.

Page 94

- C. Motion approving Resolution R2021-25
A resolution formally accepting the Aspen Dental new public infrastructure of 80 feet of right turn lane, 42 feet of storm pipe, and one curb inlet with two-year maintenance bonds in the amount of \$29,194.00.

Page 102

IV. REGULAR AGENDA

- A. Motion approving both readings of Bill No. 2021-22
An ordinance of the City Council of the City of Belton, Missouri amending Chapter 2, article III, Division 7 of the Code of Ordinances, City of Belton, Missouri to conform certain amendments approved by the qualified voters of the City of Belton, Missouri to the Charter of the City of Belton, Missouri as it relates to the Chief of Police.

Page 108

- B. Motion approving both readings of Bill No. 2021-23
An ordinance accepting a Kansas City Area Transportation Authority (KCATA) grant to assist in funding supplemental Oats, Inc. transportation days within the City of Belton, Missouri.

Page 118

- C. Motion approving Resolution R2021-26
A resolution approving a Public Service Agreement with Oats, Inc. at an annual rate of nine thousand seven hundred and ninety-two (\$9,792.00) dollars for a 24-month term.

Page 180

V. CITY COUNCIL LIAISON REPORTS

VI. MAYOR'S COMMUNICATIONS

VII. CITY MANAGER'S REPORT

April/May 2021 City Council Meetings – 6:00 p.m.

April 27, 2021

May 11, 2021

May 25, 2021

VIII. COMMUNICATIONS FROM CITY COUNCIL

IX. ADJOURN MEETING

SECTION V

A

Minutes of the Belton City Council
March 30, 2021
City Hall Annex
520 Main Street, Belton, Missouri

Mayor Davis called the work session to order at 6:01 p.m. Carolyn Yatsook, Economic Development Director, gave an overview of the Southview Building Four Plan and Development Agreement. Sid Douglas, Gilmore Bell, gave an overview of the PILOT and other financial aspects of the project. Councilmember Clark asked about the infrastructure at 155th Street. Dave Clements, Director of Planning and Building, said the traffic study showed the capacity of the street was sufficient. The study considered a 4th building. Greg Rokos, Public Works Director, said the traffic study was completed by Priority Engineers.

There were some other concerns brought up by Councilmember Davidson including berm height, water pressure, adequate Fire Department equipment for the large buildings, and building out the subdivision streets. Brent Miles, Northpoint Development, addressed these issues. He said they also met with neighbors affected. Councilmember Davidson suggested a dedicated email address for concerned citizens. Mr. Clements said the berms were designed as approved. Mr. Miles agreed to amend the permit fee in the development agreement to allow an additional \$50,000 to the City.

Being no further business, Mayor Davis adjourned the work session at 6:39 p.m. and called the special meeting to order.

Mayor Davis led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage, Gary Lathrop, Chet Trutzel (via videoconference), Dean VanWinkle, Dave Clark, Lorrie Peek, and Stephanie Davidson

Councilmember absent: Ryan Finn

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk

PERSONAL APPEARANCES

City of Belton Park Department, re: 2021 Cruise Nights Main Street Car Cruises – road closed from Herschel Street to Chestnut Street, down Main Street, for 2021 Cruise Nights Main Street Car Cruises, April 24, May 22, June 26, July 24, August 28, September 25, October 23, 2021, all beginning at 3:00 p.m. and ending at 8:00 p.m. Brian Welborn, Park Director, said the Park Department has been approached by the Main Street Merchants to manage the car cruises and car show this year. He is not aware of any Main Street businesses opposed to the cruises or car show. Councilmember Clark made a motion to approve the dates and times listed above, seconded by Councilmember VanWinkle. All present voted in favor. Motion carried.

Rob Powell, 802 Main St, said he spoke with residents who back up to the Southview Commerce Center. They aren't happy with the warehouses.

Linda McKelvy, 15612 White Dr, said they have been asking for “no truck traffic” signs to be installed on White and Allen. They have not been installed.

Dennis Mood, 15612 White Dr, said he has a line of sight of the three current warehouse buildings. He said the City did the minimum notification to residents of this development. He felt like the City should do more.

CONSENT AGENDA

Councilmember Clark moved to approve the consent agenda consisting of a motion:

- **approving the minutes of the March 23, 2021, City Council Meeting.**
- **approving Resolution R2021-20: A resolution appointing successor directors to the Board of Directors of the TXRH Community Improvement District.**
- **approving Resolution R2021-21: A resolution approving trade-in of existing fairway mowers (2) 2007 John Deere 3235C, and the lease/purchase of two (2) 2021 John Deere 8800A Terraincut mowers with accessories from Van-Wall Equipment, Inc., totaling \$124,209.38, and financed over five (5) years through John Deere Financial Services in the amount of \$6,915.72; for a total amount of \$131,125.10 for the Eagle’s Landing Golf Course.**

Councilmember Savage seconded. All present voted in favor. Consent agenda approved.

REGULAR AGENDA

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2021-15, as amended: **An ordinance approving an amendment to the City’s Zoning Map from an M-1 Light Industrial District and R-3 Multiple Family Residential District to an FCI Flex Commercial/Industrial District, for 26.55 acres of land located at 5901 E 155th Street and 6107 E 155th Street, Belton, Cass County, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember VanWinkle. Councilmember Clark said since the 185-foot notification was a state law, perhaps the City should put snipe signs on properties being rezoned. Councilmember Davidson made a motion to postpone the final reading until April 13. This motion failed for lack of a second. Vote on the final reading was recorded:

Ayes: 7 Mayor Davis, Savage, Trutzel, VanWinkle, Lathrop, Peek, Clark

Noes: 1 Davidson

Absent: 1 Finn

Bill No. 2021-15 was declared passed and in full force and effect as **Ordinance No. 2021-4619**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-16: **An ordinance approving a Special Use Permit to allow warehousing in an FCI Flex Commercial/Industrial District in the Southview Commerce Center, located at 5901 E 155th Street and 6107 E 155th Street, Belton, Cass County, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Peek. Councilmember Davidson made a motion to postpone the final reading until April 13. This motion failed for lack of a second. There was additional Council discussion about this project. Vote on the final reading was recorded:

Ayes: 7 Savage, Lathrop, Trutzel, VanWinkle, Clark, Peek, Mayor Davis

Noes: 1 Davidson

Absent: 1 Finn

Bill No. 2021-16 was declared passed and in full force and effect as **Ordinance No. 2021-4620**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-17: **An ordinance approving the Old Town Belton Redevelopment Plan pursuant to Chapter 353 of the Revised Statutes of Missouri, establishing the redevelopment area described therein as a blighted area, and approving the Old Town Belton Redevelopment Plan policy.**

Presented by Councilmember Savage, seconded by Councilmember Peek. Councilmember Clark excused himself as a potential conflict of interest. Councilmember Davidson asked if projects could be considered retroactively. Padraic Corcoran, Attorney, said it is possible. Councilmember Davidson made a motion to amend the plan to make the program retroactive for two years prior to its passing tonight. This motion failed for lack of a second. Vote on the final reading was recorded:

Ayes: 7 Trutzel, Lathrop, Davidson, Peek, VanWinkle, Savage, Mayor Davis

Noes: 0

Absent: 1 Finn

Absentia: 1 Clark

Bill No. 2021-17 was declared passed and in full force and effect as **Ordinance No. 2021-4621**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2021-20: **An ordinance approving a plan for an Industrial Development Project and a Development and Performance Agreement between the City of Belton, Missouri and Northpoint Development, LLC; and authorizing certain agreements and other actions by the City.**

Presented by Councilmember Clark, seconded by Councilmember Savage. Pursuant to RSMo 100.059, Mayor Davis invited affected taxing jurisdictions to submit public comments for the record. Ms. Yatsook was present to represent the City of Belton. She read a letter of support from Cass County. Ms. Yatsook had six additional letters of support from Mount Pleasant Township Special Road District; Cass County Corporation Economic Development; Belton Chamber of Commerce; Downtown Belton Main Street, Inc; Belton-Cass Regional Transportation Development District; and Metropolitan Community College. These letters are attached as **Attachment A**. There was no one else present to submit comments. Councilmember Davidson made a motion to postpone this reading until April 13. This motion failed for lack of a second. Councilmember Clark made a motion to amend the development agreement section 4.02 to incorporate that the City retain building permit fees up to \$200,000 consistent with the discussion with Mr. Miles this evening. Councilmember Savage seconded. All present voted in favor. Motion passed. Councilmember Clark said if the City wants infrastructure improvements, we need to bring the jobs. Councilmember Savage said there were other ways Northpoint could have brought the the water line to their building. They chose this way, to the west, to help improve existing infrastructure. Vote on the first reading was recorded with all present voting in favor except Councilmember Davidson who voted no. First reading passed.

Ms. Cunningham read Resolution R2021-22: **A resolution reappointing Gary Lathrop and appointing Rosemary Howard to the Building and Fire Prevention Codes Board of Adjustments.**

Presented by Councilmember Clark, seconded by Councilmember Peek. Councilmember Lathrop excused himself as a conflict of interest. Vote on the resolution was recorded with all present voting in favor except Councilmember Lathrop who voted in absentia. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- Park will be hosting Cruise Nights on Main Street beginning April 24
- Spring craft show at HBWC April 17
- Kids spring paint party April 30
- Great Easter egg hunt last Saturday-thank you to the sponsors.
- 20% off at Academy sport with promo code April 3
- The Park is hiring a FT seasonal maintenance worker
- The Park will be managing the farmer's market June-October at Memorial Park

Councilmember VanWinkle left the meeting at 7:31 p.m.

MAYOR'S COMMUNICATIONS

Don't forget to vote next Tuesday. There was an Oil Creek clean up last Saturday. Thoughts go out to Councilmember Finn who is in the hospital with COVID.

CITY MANAGER'S REPORT

April/May 2021 City Council Meetings – 6:00 p.m.

April 13, 2021

April 27, 2021

May 11, 2021

May 25, 2021

There will be a recycling survey going out soon. The City received a grant for this survey. It will be administered by ETC.

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Clark thanked Councilmember Finn for serving on the council.

Being no further business, Councilmember Lathrop moved to adjourn at 7:39 p.m. Councilmember Savage seconded. All present voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis



102 E. Wall St., Harrisonville, Mo 64701

March 30, 2021

Belton City Council
506 Main Street
Belton, MO 64012

Dear City Council Members:

Please accept this letter as an expression of full support of NorthPoint Development's proposal to expand the Southview Commerce Center to the north, adding a fourth building, of 501,000 square-feet. This new building is an opportunity to both eliminate blight and welcome another new business to Belton and Cass County.

NorthPoint Development has successfully constructed three Flex-Industrial buildings, totaling 2.1 million square-feet, in the all-new Southview Commerce Center, which have been successfully leased to national users, bringing new jobs for the citizens of Belton. NorthPoint Development's reputation precedes themselves as a company who does what it says it is going to do.

This redevelopment and expansion will eliminate the blight of the former Century Concrete site, at the entrance to our City and County and will also occupy the vacant parcel to the east of Century Concrete. Both parcels total 27 acres. Additionally, this project includes 22 new single-family residential lots including 7 acres of open space with berming to buffer properties to the east.

The two parcels (27 acres), currently collect a total of \$11,221 for all taxing jurisdictions combined for 2020. This expansion is a capital investment of \$30,000,000 and combined with it's potential to create 250 new jobs, will add a substantial amount of revenue for the community, while spurring further economic growth.

Monty Kisner
District 1 Commissioner

Bob Huston
Presiding Commissioner

Ryan Johnson
District 2 Commissioner

Mount Pleasant Township Special Road District
200 Commercial Street
Belton Mo. 64012
22-Mar-21

Belton City Council
506 Main Street
Belton, Mo. 64012

Members of the Belton City Council,

Please accept this letter as an expression of full support of NorthPoint Development's proposal to expand the Southview Commerce Center to the north, adding a fourth building, of 501,000 square-feet. This new building is an opportunity to both eliminate blight and welcome another new business to Belton and Cass County.

NorthPoint Development has successfully constructed three Flex-Industrial buildings, totaling 2.1 million square-feet, in the all-new Southview Commerce Center, which have been successfully leased to national users, bringing new jobs for the citizens of Belton. NorthPoint Development's reputation precedes themselves as a company that does what it says it is going to do.

This redevelopment and expansion will eliminate the blight of the former Century Concrete site, at the entrance to our City and County and will also occupy the vacant parcel to the east of Century Concrete. Both parcels total 27 acres. Additionally, this project includes 22 new single-family residential lots including 7 acres of open space with berming to buffer properties to the east.

The two parcels (27 acres), currently collect a total of \$11,221 for all taxing jurisdictions combined for 2020. This expansion is a capital investment of \$30,000,000 and combined with it's potential to create 250 new jobs, will add a substantial amount of revenue for the community, while spurring further economic growth.

For the reasons stated of growth in revenues, job creation, economic vitality, elimination of blight and new residential homes, please accept our full support of NorthPoint Development's proposal for a fourth building as presented.

Sincerely,



Gary Mallory, Presiding Commissioner
Mount Pleasant Township Special Road District

CASS COUNTY
CORPORATION

ECONOMIC DEVELOPMENT

March 30, 2021

Honorable Members
Belton City Council
506 Main Street
Belton, MO 64012

Dear City Council Members:

Please accept this letter as an expression of support for NorthPoint Development's proposal to expand the Southview Commerce Center to the north, adding a fourth building, of 501,000 square-feet. This new building is an opportunity to both eliminate blight and welcome another new business to Belton and Cass County.

To date, NorthPoint Development has successfully constructed three Flex-Industrial buildings, totaling 2.1 million square-feet, in the all-new Southview Commerce Center, which have been successfully leased to national users, bringing new jobs for the citizens of Belton and Cass County. NorthPoint Development's reputation precedes themselves as a company who does what it says it is going to do and that has certainly been borne out with the Southview Commerce Center project.

This newly proposed redevelopment and expansion will eliminate the blight of the former Century Concrete site and occupy 27 acres. With the commercial expansion also comes 22 new single-family residential lots including 7 acres of open space with landscaped berms to buffer properties to the east.

The two parcels that are the planned development site currently collect a total of \$11,221 for all taxing jurisdictions combined for 2020. This expansion is a capital investment of \$30,000,000 and is projected to create up to 250 new jobs and spur further future economic growth.



March 30, 2021

Belton City Council
506 Main Street
Belton, MO 64012

Dear City Council Members:

Please accept this letter as an expression of our full support by the Board of Directors of the Belton Chamber of Commerce of NorthPoint Development's proposal to expand the Southview Commerce Center to the north, adding a fourth building of 501,000 square feet. This new building is an opportunity to both eliminate blight and welcome another new business to Belton and Cass County.

NorthPoint Development has successfully constructed three Flex-Industrial buildings totaling 2.1 million square feet in the all-new Southview Commerce Center, which have been successfully leased to national users, bringing new jobs for the citizens of Belton. NorthPoint Development's reputation precedes themselves as a company who does what it says it is going to do.

This redevelopment and expansion will eliminate the blight of the former Century Concrete site at the entrance to our City and County and will also occupy the vacant parcel to the east of Century Concrete. Both parcels total 27 acres. Additionally, this project includes 22 new single-family residential lots including 7 acres of open space with berming to buffer properties to the east.

The two parcels (27 acres) currently collect a total of \$11,221 for all taxing jurisdictions combined for 2020. This expansion is a capital investment of \$30,000,000 and combined with its potential to create 250 new jobs, will add a substantial amount of revenue for the community while spurring further economic growth.

For the reasons stated of growth in revenues, job creation, economic vitality, elimination of blight and new residential homes, please accept our full support of NorthPoint Development's proposal for a fourth building as presented.

Sincerely,

Diane Huckshorn,
Executive Director

517 Main Street, P.O. Box 350, Belton, Missouri 64012
816.331.2420 | 816.309.1448
chamberbelton@gmail.com | www.beltonmochamber.org

Downtown Belton Main Street, Inc.
516 Colbern
Belton Mo. 64012
22-Mar-21

Belton City Council
506 Main Street
Belton, Mo. 64012

Members of the Belton City Council,

Please accept this letter as an expression of full support of NorthPoint Development's proposal to expand the Southview Commerce Center to the north, adding a fourth building, of 501,000 square-feet. This new building is an opportunity to both eliminate blight and welcome another new business to Belton and Cass County.

NorthPoint Development has successfully constructed three Flex-Industrial buildings, totaling 2.1 million square-feet, in the all-new Southview Commerce Center, which have been successfully leased to national users, bringing new jobs for the citizens of Belton. NorthPoint Development's reputation precedes themselves as a company that does what it says it is going to do.

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For the reasons stated of growth in revenues, job creation, economic vitality, elimination of blight and new residential homes, please accept our full support of NorthPoint Development's proposal for a fourth building as presented.

Sincerely,



Gary Mallory, President
Downtown Belton Main Street, Inc.

Belton-Cass Regional Transportation Development District
519 London Way
Belton Mo. 64012
22-Mar-21

Belton City Council
506 Main Street
Belton, Mo. 64012

Members of the Belton City Council,

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For the reasons stated of growth in revenues, job creation, economic vitality, elimination of blight and new residential homes, please accept our full support of NorthPoint Development's proposal for a fourth building as presented.

Sincerely,



Gary Mallory, Chairman
Belton-Cass Regional Transportation Development District



Dr. Kimberly Beatty
Chancellor

March 30, 2021

Belton City Council
506 Main Street
Belton, MO 64012

Dear City Council Members:

Please accept this letter as an expression of full support of NorthPoint Development's proposal to expand the Southview Commerce Center to the north, adding a fourth building, of 501,000 square-feet. This new building is an opportunity to both eliminate blight and welcome another new business to Belton and Cass County.

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For the reasons stated of growth in revenues, job creation, economic vitality, elimination of blight and new residential homes, please accept full support of NorthPoint Development's proposal for a fourth building as presented.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kimberly Beatty', is written over a faint, illegible printed name.

Blue River | Business & Technology | Longview | Maple Woods | Penn Valley

Administrative Center | 3200 Broadway | Kansas City, MO 64111 | T (816) 604-1011 | F (816) 759-1143 | www.mcckc.edu

SECTION V

B

**DOCKET REPRESENTS A TRUE AND ACCURATE COPY
OF COURT PROCEEDINGS HELD**

COURT DATES: 3/2/2021, 3/9/2021; 3/23/2021

Ross C. Mayo

4/1/2021

MUNICIPAL JUDGE

DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF MARCH 2021 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK

DATE



Payment Plan Reports - COLLECTED

Belton Municipal Division

Thursday, April 1, 2021 9:58 AM

Payment Detail Listing By Payment Plan Number From 03/01/2021 - 03/31/2021

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000631	BROWN, ANGELICA J	03/08/2021	513690	R00061467	140796957-1	\$40.00	PY	✓
		03/26/2021	514346	R00061701	140796958-1	\$40.00	PY	✓
PP0000631 Totals:						\$80.00		
PP0000841	SUSKO, JESSICA ROSE	03/23/2021	514202	R00061648	140789316-1	\$50.00	PY	✓
					160754859-1			
					160754860-1			
		03/30/2021	514455	R00061726	160754859-1	\$120.00	PY	✓
PP0000841 Totals:						\$170.00		
PP0001120	WILKINS, LATASHA LANETTE	03/15/2021	513952	R00061558	140797622-1	\$924.00	PY	✓
					140797623-1			
					140797645-1			
					140798141-1			
					140798139-1			
					140798138-1			
					140798140-1			
					140799049-1			
					140799495-1			
PP0001120 Totals:						\$924.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	03/15/2021	513953	R00061559	190283067-1	\$10.00	PY	✓
		03/18/2021	514025	R00061592	190283067-1	\$50.00	PY	✓
PP0001317 Totals:						\$60.00		
PP0001515	MEDINA, SCOTT	03/03/2021	513576	R00061426	140803994-1	\$10.00	PY	✓
		03/22/2021	514084	R00061618	140803994-1	\$30.50	PY	✓
PP0001515 Totals:						\$40.50		
PP0001550	FUNCHES, KEVIN LEE	03/18/2021	514026	R00061593	140801713-1	\$100.00	PY	✓
PP0001550 Totals:						\$100.00		
PP0001572	BARBER, CHRYSTAL LYNN	03/24/2021	514294	R00061670	160754894-1	\$60.00	PY	✓
PP0001572 Totals:						\$60.00		
PP0001614	MABIN, JARRON EUGENE	03/12/2021	513890		160752693-1	\$15.00	AB	✓
		03/12/2021	513892	R00061532	160752693-1	\$65.00	PY	✓
PP0001614 Totals:						\$80.00		
PP0001697	MARMOLEJO, ADOLPH M JR	03/09/2021	513784	R00061495	160754425-1	\$430.00	PY	✓
					160755603-1			
					160755604-1			
PP0001697 Totals:						\$430.00		
PP0001736	Craven, Matthew Raymond	03/01/2021	513400	R00061371	140802359-1	\$185.00	PY	✓
PP0001736 Totals:						\$185.00		
PP0001980	BERRY, LEIGHANN KATHRYN	03/04/2021	513600	R00061435	160765819-1	\$30.00	PY	✓
PP0001980 Totals:						\$30.00		
PP0002082	GILE, DESTINY CHEYANNE	03/13/2021	513898	R00061535	160754738-1	\$63.00	PY	✓
PP0002082 Totals:						\$63.00		
PP0002089	STEGNER, BRIAN KYLE	03/18/2021	514027	R00061594	140803064-1	\$207.50	PY	✓
					140803065-1			
PP0002089 Totals:						\$207.50		
PP0002100	GRISSELL, MICHAEL ANTHONY	03/17/2021	513998	R00061581	160754792-1	\$534.50	PY	✓
					160756341-1			
PP0002100 Totals:						\$534.50		
PP0002136	BREECE, TRACY LYNN	03/09/2021	513717	R00061476	160757688-1	\$40.00	PY	✓
PP0002136 Totals:						\$40.00		

* Indicates an overpayment was made on the Payment Plan

PP0002164	STROTHEIDE, FELICIA RENEE	03/04/2021	513603	R00061438	160763365-1	\$50.00	PY	✓	✓
		03/17/2021	513994	R00061576	160760091-1 160763365-1	\$50.00	PY	✓	✓
PP0002164 Totals:						\$100.00			
PP0002446	UNDERWOOD, GEORGE EDWARD	03/09/2021	513777	R00061492	160764653-1	\$10.00	PY	✓	✓
PP0002446 Totals:						\$10.00			
PP0002448	WILLIAMS, LESLIE WARNELL	03/12/2021	513883	R00061523	160757227-1	\$100.00	PY	✓	✓
		03/26/2021	514342	R00061697	160757227-1 160757228-1	\$100.00	PY	✓	✓
PP0002448 Totals:						\$200.00			
PP0002488	HARBOUR, SYLVESTER JR JR	03/05/2021	513629	R00061457	160761458-1	\$10.00	PY	✓	✓
PP0002488 Totals:						\$10.00			
PP0002517	ACHUGO, CRYSTAL ONVINYE	03/23/2021	514204	R00061650	140801982-1 140801983-1 140801984-1	\$226.00	PY	✓	
PP0002517 Totals:						\$226.00			
PP0002681	WELLS, COLE EVERETT III	03/11/2021	513862	R00061513	160767588-1	\$50.00	PY	✓	✓
		03/30/2021	514459	R00061729	190291074-1 190291074-1	\$50.00	PY	✓	✓
PP0002681 Totals:						\$100.00			
PP0002730	GANEY, EDWARD WAYNE	03/19/2021	514071	R00061611	160763535-1 160763536-1	\$100.00	PY	✓	✓
PP0002730 Totals:						\$100.00			
PP0002732	DAVIS, CHRISTOPHER J	03/13/2021	513897	R00061534	160761445-1	\$127.50	PY	✓	
PP0002732 Totals:						\$127.50			
PP0002831	COMBS, CORINA MARIE	03/15/2021	513931	R00061540	160765713-1	\$25.00	PY	✓	
		03/31/2021	514497	R00061740	160765713-1 160765714-1 160765715-1	\$373.00	PY	✓	
PP0002831 Totals:						\$398.00			
PP0002940	NEUENSCHWANDER, DAVID K	03/01/2021	513405	R00061373	160765934-1	\$20.00	PY	✓	✓
PP0002940 Totals:						\$20.00			
PP0003024	SEXTON, VINCENT E	03/22/2021	514144	R00061633	160764549-1	\$20.00	PY	✓	✓
PP0003024 Totals:						\$20.00			
PP0003085	SMITH, DAUNCY LAVELLE JR	03/12/2021	513891	R00061531	190286772-1	\$100.00	PY	✓	✓
PP0003085 Totals:						\$100.00			
PP0003104	OWENS, MICHAEL S	03/17/2021	514007	R00061590	160757653-1 160763364-1 160766029-1	\$325.00	PY	✓	✓
PP0003104 Totals:						\$325.00			
PP0003137	UNDERWOOD, CHARLES RAYMOND	03/09/2021	513776	R00061491	160766375-1	\$20.00	PY	✓	✓
PP0003137 Totals:						\$20.00			
PP0003201	RYAN, SONNY RAY	03/23/2021	514253	R00061667	160767504-1	\$65.00	PY	✓	✓
PP0003201 Totals:						\$65.00			
PP0003304	MALENA, KATHLEEN ERIN	03/18/2021	514041	R00061598	160763765-1	\$48.00	PY	✓	
PP0003304 Totals:						\$48.00			
PP0003311	SCHWERDTFEGER, PAUL S	03/22/2021	514141	R00061631	160766093-1 160766094-1	\$75.00	PY	✓	✓
PP0003311 Totals:						\$75.00			
PP0003332	PATTISON, MICAH SHANE	03/10/2021	513799	R00061503	160763927-1 160763928-1 160763929-1	\$425.00	PY	✓	
PP0003332 Totals:						\$425.00			
PP0003402	CORONADO HINOJOS, ABDIEL A	03/23/2021	514201	R00061647	190283718-1	\$70.00	PY	✓	
PP0003402 Totals:						\$70.00			
PP0003430	MCFERRIN, JACOB KENT	03/15/2021	513901	R00061538	190284067-1 190285048-1	\$150.00	PY	✓	✓
		03/17/2021	513974	R00061567	190285048-1	\$50.00	PY	✓	✓
PP0003430 Totals:						\$200.00			

* Indicates an overpayment was made on the Payment Plan

PP0003513	QUARLES, CODY TYLER	03/02/2021	513505		190285720-1	\$75.00 NC ✓
PP0003513 Totals:						\$75.00
PP0003533	STEVENSON, ROBERT EARL	03/12/2021	513881	R00061520	190284615-1 190284616-1	\$153.00 PY ✓
PP0003533 Totals:						\$153.00
PP0003562	ALFLEN, TRICIA NICOLE	03/18/2021	514038	R00061595	160764936-1	\$20.00 PY ✓ ✓
PP0003562 Totals:						\$20.00
PP0003577	KIHN, LINDA ANN	03/17/2021	513986	R00061572	190282205-1	\$30.00 PY ✓ ✓
PP0003577 Totals:						\$30.00
PP0003616	ELLIOTT, ROBERT ALLEN	03/25/2021	514320	R00061686	190285208-1	\$125.00 PY ✓
PP0003616 Totals:						\$125.00
PP0003640	RICHMOND, REBECCA LYNNE	03/04/2021	513579	R00061429	140802767-1	\$20.00 PY ✓ ✓
PP0003640 Totals:						\$20.00
PP0003697	WASMER, JAROD WARREN	03/02/2021	513423	R00061389	190284539-1	\$230.00 PY ✓
PP0003697 Totals:						\$230.00
PP0003718	YODER, ELIZABETH KIRSTEN CLARA	03/05/2021 03/18/2021	513611 514046	R00061439 R00061599	190286228-1 190286227-1 190286228-1	\$150.00 PY ✓ \$100.50 PY ✓
PP0003718 Totals:						\$250.50
PP0003762	WOOLFORD, TAMARA ADONNA	03/17/2021	513972	R00061565	190285814-1 190285815-1	\$330.00 PY ✓
PP0003762 Totals:						\$330.00
PP0003796	LOPEZ, URCISIO D	03/30/2021	514460	R00061730	190286208-1 190286209-1 190286210-1	\$300.00 PY ✓ ✓
PP0003796 Totals:						\$300.00
PP0003800	BAKER, NANCY CECILIA	03/08/2021	513695	R00061468	190287838-1	\$50.00 PY ✓
PP0003800 Totals:						\$50.00
PP0003801	MAYFIELD, DALEVIONE CORDALLE	03/12/2021	513893	R00061525	190286934-1 190286935-1	\$175.00 PY ✓
PP0003801 Totals:						\$175.00
PP0003802	BAKER, KIMBERLY N	03/19/2021	514049	R00061602	190287926-1	\$100.00 PY ✓ ✓
PP0003802 Totals:						\$100.00
PP0003832	BRYAN, WALTER MARK	03/18/2021	514040	R00061597	190283134-1	\$25.00 PY ✓ ✓
PP0003832 Totals:						\$25.00
PP0003868	GREEN, TOREY DARNELL	03/10/2021	513810	R00061507	190288591-1	\$50.00 PY ✓ ✓
PP0003868 Totals:						\$50.00
PP0003890	PATTON, KRION CORDELL	03/09/2021	513765	R00061487	190288543-1	\$40.00 PY ✓
PP0003890 Totals:						\$40.00
PP0003903	PENNINGTON, KRYSTAL LYNN	03/04/2021	513580	R00061430	190287712-1	\$70.00 PY ✓
PP0003903 Totals:						\$70.00
PP0003909	DAMRON, DYLAN JAMES	03/23/2021	514209	R00061651	190288572-1	\$150.00 PY ✓ ✓
PP0003909 Totals:						\$150.00
PP0003924	GRIFFITH, PAUL DEWAYNE	03/22/2021	514137	R00061628	190288893-1	\$20.00 PY ✓ ✓
PP0003924 Totals:						\$20.00
PP0003926	DIMMICK, DARCY KEVIN	03/10/2021	513847	R00061509	190288681-1	\$25.00 PY ✓ ✓
PP0003926 Totals:						\$25.00
PP0003931	BECHTLE, PAULA L	03/01/2021	513399	R00061370	190288507-1	\$50.00 PY ✓ ✓
PP0003931 Totals:						\$50.00
PP0003944	HUTTON, THOMAS JAMES	03/04/2021	513594	R00061431	190289211-1 190290404-1	\$60.00 PY ✓ ✓
PP0003944 Totals:						\$60.00
PP0003945	DOUGLAS, KRISTOPHER SCOTT	03/21/2021	514080	R00061616	190289572-1 190289573-1	\$200.00 PY ✓
PP0003945 Totals:						\$200.00
PP0003959	MCADAMS, DENNIS RAY	03/22/2021	514143	R00061632	190285474-1	\$50.00 PY ✓ ✓
PP0003959 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0003976	AL-HADEHI, BILAL ALI	03/30/2021	514457		190290331-1	\$20.00 AB ✓
		03/30/2021	514458	R00061728	190290331-1	\$70.00 PY ✓
PP0003976 Totals:						\$90.00
PP0003982	MORTENSON, JESSICA L	03/04/2021	513596	R00061433	190289395-1	\$100.00 PY ✓ ✓
PP0003982 Totals:						\$100.00
PP0003987	BURKHALTER, KEITH M	03/16/2021	513954	R00061560	190290280-1	\$195.00 PY ✓ ✓
PP0003987 Totals:						\$195.00
PP0003999	CREWS, STEPHANIE LYNN	03/14/2021	513899	R00061536	190290747-1 190290748-1	\$225.00 PY ✓
PP0003999 Totals:						\$225.00
PP0004001	WALSH, KEVIN JAMES	03/24/2021	514258	R00061668	160763197-1 160763198-1	\$50.00 PY ✓ ✓
PP0004001 Totals:						\$50.00
PP0004004	WILLIAMS, SABRINA CHANTAE	03/23/2021	514214	R00061654	190286466-1 190286467-1	\$250.00 PY ✓ ✓
		03/29/2021	514421	R00061715	190286467-1	\$55.00 PY ✓ ✓
PP0004004 Totals:						\$305.00
PP0004008	PLUMB, ROSE MARIE	03/17/2021	513999	R00061582	190289080-1	\$25.00 PY ✓ ✓
PP0004008 Totals:						\$25.00
PP0004013	HERNANDEZ, PATRICK RYAN	03/02/2021	513416	R00061385	190290626-1	\$25.00 PY ✓ ✓
PP0004013 Totals:						\$25.00
PP0004024	GILLESPIE, JOSEPH LEE	03/19/2021	514068	R00061608	190290247-1	\$25.00 PY ✓
PP0004024 Totals:						\$25.00
PP0004046	GEORGE, MARY ROSE	03/27/2021	514349	R00061704	190290506-1	\$125.00 PY ✓
PP0004046 Totals:						\$125.00
PP0004060	KERMER, RAYN NICOLE	03/02/2021	513450	R00061402	190290781-1	\$50.00 PY ✓
PP0004060 Totals:						\$50.00
PP0004081	LUMPKIN, MICHAEL D	03/15/2021	513944	R00061551	190289987-1	\$140.00 PY ✓
PP0004081 Totals:						\$140.00
PP0004084	WILLIAMS, RICHARD MICHAEL	03/17/2021	513987	R00061571	190290289-1	\$200.00 PY ✓
PP0004084 Totals:						\$200.00
PP0004097	NEWKIRK, JOSHUA LEE	03/03/2021	513574	R00061424	190288472-1	\$20.00 PY ✓ ✓
PP0004097 Totals:						\$20.00
PP0004100	DAVIS, ALLEN MAURICE	03/09/2021	513786		190292170-1	\$30.00 NC ✓ ✓
PP0004100 Totals:						\$30.00
PP0004101	GRABLE, TIANNA FAITH	03/01/2021	513410	R00061379	190284979-1 190284980-1	\$300.00 PY ✓ ✓
PP0004101 Totals:						\$300.00
PP0004108	LOWE, RONALD LEE	03/19/2021	514051	R00061604	190292203-1	\$50.00 PY ✓ ✓
PP0004108 Totals:						\$50.00
PP0004125	ROBERTS, JAMES MICHAEL	03/01/2021	513409	R00061378	190292065-1	\$50.00 PY ✓ ✓
PP0004125 Totals:						\$50.00
PP0004126	CORLISS, GREGORY LEN	03/22/2021	514138	R00061629	190291357-1	\$50.00 PY ✓
PP0004126 Totals:						\$50.00
PP0004127	HISER, TYLER RICHARD	03/22/2021	514139	R00061630	190291479-1 190291480-1	\$150.00 PY ✓
PP0004127 Totals:						\$150.00
PP0004132	HAAK, KRISTEN MARIE	03/05/2021	513612	R00061440	190291159-1	\$40.00 PY ✓ ✓
PP0004132 Totals:						\$40.00
PP0004133	CRANE, LEEANTHONY SY	03/30/2021	514495	R00061738	190291888-1	\$5.00 PY ✓
PP0004133 Totals:						\$5.00
PP0004134	SANCHEZ, SILVIA L	03/01/2021	513339	R00061366	190291643-1	\$100.00 PY ✓
PP0004134 Totals:						\$100.00
PP0004136	MARRUFO, CARLA ALEJANDRA	03/19/2021	514077	R00061613	190283168-1	\$100.00 PY ✓ ✓
PP0004136 Totals:						\$100.00

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PP0004150	LASTER, WHITNEY JOENELL	03/12/2021	513866	R00061516	190287064-1	\$50.00 PY ✓ ✓
PP0004150 Totals:						\$50.00
PP0004151	CHAVEZ-PEREZ, ALEXIS I	03/05/2021	513630	R00061458	190291938-1	\$75.00 PY ✓ ✓
PP0004151 Totals:						\$75.00
PP0004152	ELLISON, EMILY ROSE	03/20/2021	514079	R00061615	190291134-1	\$50.00 PY ✓
PP0004152 Totals:						\$50.00
PP0004155	REES, JAMIE LEE	03/26/2021	514345	R00061699	190290293-1	\$30.00 PY ✓
PP0004155 Totals:						\$30.00
PP0004157	CUMMINGS, JENNIFER L	03/18/2021	514039	R00061596	190290530-1	\$50.00 PY ✓ ✓
PP0004157 Totals:						\$50.00
PP0004158	REW, JUSTIN WAYNE	03/01/2021	513338	R00061365	160754121-1	\$50.00 PY ✓ ✓
PP0004158 Totals:						\$50.00
PP0004160	FAGAN, JUSTIN C	03/11/2021	513850		190289718-1	\$100.00 AB ✓
		03/11/2021	513853		190288966-1	\$29.50 AB ✓
PP0004160 Totals:						\$129.50
PP0004163	MITCHEM, CECILIA ELAINE	03/05/2021	513628	R00061454	190290126-1	\$40.00 PY ✓ ✓
PP0004163 Totals:						\$40.00
PP0004167	NGWU, TRACY CHIDERA	03/08/2021	513656	R00061465	190290501-1	\$100.00 PY ✓
PP0004167 Totals:						\$100.00
PP0004176	MCCARTY, NATASHA NACOLE	03/19/2021	514078	R00061614	190291697-1	\$100.00 PY ✓
PP0004176 Totals:						\$100.00
PP0004178	SHEELEY, APRIL DEAN	03/17/2021	513992	R00061575	190292226-1	\$40.00 PY ✓ ✓
PP0004178 Totals:						\$40.00
PP0004181	SONDERFAN, NICOLE MAUREEN	03/26/2021	514341	R00061696	190289783-1	\$20.00 PY ✓ ✓
PP0004181 Totals:						\$20.00
PP0004182	KEY, LAWRENCE (X)	03/26/2021	514340	R00061695	190287067-1	\$20.00 PY ✓ ✓
PP0004182 Totals:						\$20.00
PP0004183	EVANS, BRITTANI RACHELLE	03/02/2021	513413	R00061382	190290045-1	\$118.50 PY ✓
PP0004183 Totals:						\$118.50
PP0004184	CAMPBELL, LORA N	03/17/2021	514000	R00061583	160756078-1	\$20.00 PY ✓ ✓
PP0004184 Totals:						\$20.00
PP0004185	SWEARINGEN, JACOB LEE	03/10/2021	513798	R00061502	190291392-1	\$80.00 PY ✓
PP0004185 Totals:						\$80.00
PP0004186	CRITES, JOSEPH ALLEN II	03/01/2021	513329	R00061362	190291068-1	\$80.00 PY ✓ ✓
		03/31/2021	514527	R00061749	190291068-1	\$40.00 PY ✓ ✓
PP0004186 Totals:						\$120.00
PP0004190	COURON, ALEXIS MARIE	03/04/2021	513602	R00061437	190291758-1	\$190.00 PY ✓
PP0004190 Totals:						\$190.00
PP0004197	BAYLON, VICTORIA ANN	03/02/2021	513412	R00061381	190292288-1 190291712-1	\$350.00 PY ✓
PP0004197 Totals:						\$350.00
PP0004198	LOVELESS, TRINITY ALYSE	03/03/2021	513577	R00061427	190292202-1	\$400.00 PY ✓
PP0004198 Totals:						\$400.00
PP0004202	CAMAS, JAIME A	03/02/2021	513414	R00061383	190291494-1 190291495-1	\$200.00 PY ✓ ✓
PP0004202 Totals:						\$200.00
PP0004203	BELLEW, BRANDY MICHELLE	03/05/2021	513613	R00061441	190286290-1	\$125.00 PY ✓
PP0004203 Totals:						\$125.00
PP0004204	HINOJOS-OLGUIN, JONATHAN	03/01/2021	513331	R00061364	190292204-1	\$100.00 PY ✓
PP0004204 Totals:						\$100.00
PP0004208	HOLMAN, AMANDA GALE	03/02/2021	513478	R00061404	190291577-1	\$50.00 PY ✓ ✓
PP0004208 Totals:						\$50.00
PP0004209	UNDERWOOD, SEAN MATTHEW	03/02/2021	513443	R00061397	190288112-1	\$100.00 PY ✓ ✓
PP0004209 Totals:						\$100.00
PP0004210	HUGHES, RUSSELL WAYNE	03/09/2021	513764	R00061486	190291794-1	\$80.00 PY ✓
PP0004210 Totals:						\$80.00

* Indicates an overpayment was made on the Payment Plan

PP0004212	SMITH, ROBERT RAY	03/23/2021	514182	R00061643	190285647-1	\$100.00	PY	✓	✓
PP0004212 Totals:						\$100.00			
PP0004213	KANEASTER, LAURA RACHEL	03/01/2021	513407	R00061376	190290793-1	\$50.00	PY	✓	✓
PP0004213 Totals:						\$50.00			
PP0004214	THOMPSON, ALEXANDER P	03/03/2021	513570	R00061422	190291648-1	\$50.00	PY	✓	✓
		03/16/2021	513969	R00061562	190291649-1	\$50.00	PY	✓	✓
		03/30/2021	514496	R00061739	190291649-1	\$50.00	PY	✓	✓
PP0004214 Totals:						\$150.00			
PP0004216	CAMERLO, ERICA MARGHERITA	03/01/2021	513406	R00061375	190292239-1	\$100.00	PY	✓	
PP0004216 Totals:						\$100.00			
PP0004217	PETTAWAY, RAYQUAN D	03/01/2021	513393	R00061369	190286138-1	\$20.00	PY	✓	✓
PP0004217 Totals:						\$20.00			
PP0004218	NAUGHTON, RICHARD D	03/21/2021	514083	R00061617	190288686-1	\$220.50	PY	✓	
PP0004218 Totals:						\$220.50			
PP0004219	REPSEL, ANN MARIE	03/30/2021	514454	R00061725	190291636-1	\$20.00	PY	✓	✓
PP0004219 Totals:						\$20.00			
PP0004221	SUZUKI, TRISTEN	03/19/2021	514048	R00061600	190292625-1	\$50.00	PY	✓	✓
PP0004221 Totals:						\$50.00			
PP0004223	RICHMOND, JOHN W	03/03/2021	513562	R00061415	190290207-1	\$50.00	PY	✓	✓
PP0004223 Totals:						\$50.00			
PP0004227	DENHAM, JOHN P	03/02/2021	513427	R00061391	190290661-1	\$15.00	PY	✓	
PP0004227 Totals:						\$15.00			
PP0004228	BARKER, RICHARD W	03/30/2021	514467	R00061733	190289848-1	\$100.00	PY	✓	
PP0004228 Totals:						\$100.00			
PP0004229	DENHAM, JOHN PAUL JR	03/17/2021	513975	R00061568	190292637-1	\$30.00	PY	✓	✓
PP0004229 Totals:						\$30.00			
PP0004235	WHITESIDE, CAMERON JOSEPH	03/10/2021	513795	R00061499	190292391-1	\$200.00	PY	✓	
PP0004235 Totals:						\$200.00			
PP0004238	NYAOGA, RICHARD NYAMONGO	03/09/2021	513732	R00061479	190290512-1	\$100.00	PY	✓	✓
PP0004238 Totals:						\$100.00			
PP0004239	NELSON, QUIANA DENAE	03/30/2021	514452	R00061723	190290276-1	\$40.00	PY	✓	✓
PP0004239 Totals:						\$40.00			
PP0004240	NIELSEN, JOSIAH DANIEL	03/09/2021	513748	R00061481	160763846-1	\$40.00	PY	✓	✓
PP0004240 Totals:						\$40.00			
PP0004242	AINSWORTH, JAMES RUSSELL	03/09/2021	513763	R00061485	190291854-1	\$25.00	PY	✓	✓
PP0004242 Totals:						\$25.00			
PP0004247	HIGH, CURTIS GENE	03/19/2021	514047	R00061601	140800689-1 140800688-1 140800687-1	\$260.00	PY	✓	
PP0004247 Totals:						\$260.00			
PP0004248	WOLFE, DIANE LYNN	03/23/2021	514198	R00061646	190284119-1	\$20.00	PY	✓	
		03/25/2021	514302	R00061673	160768362-1 190282495-1 190282497-1 190282565-1 190283519-1 190284119-1	\$600.00	PY	✓	
PP0004248 Totals:						\$620.00			
PP0004250	ALLEN, LESLIE MICHELLE	03/30/2021	514453	R00061724	190292598-1	\$175.00	PY	✓	
PP0004250 Totals:						\$175.00			

Report Totals

\$15,746.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton Municipal Division

4/1/2021 3:29:41 PM

Totals For Filed Date From 03/01/2021 To 03/31/2021

Posted Fee Totals For Posted Date From 03/01/2021 To 03/31/2021

Violations By Filed Date

City Ordinance	66
IPMC CODE	1
MOVING TRAFFIC	230
Parking	1
Traffic	130
Total Violations Filed:	428

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

024

City Ordinance	2
MOVING TRAFFIC	14
Traffic	38
CL	54
Total Violations Completed-Paid Fines:	54

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	82
IPMC CODE	4
MOVING TRAFFIC	85
Traffic	113
UNIFIED DEVELOPMENT CODE	1
UNUSED	1
CL	286



My Filed Or Closed Cases Listing

Belton Municipal Division

4/1/2021 3:29:41 PM

Totals For Filed Date From 03/01/2021 To 03/31/2021

Posted Fee Totals For Posted Date From 03/01/2021 To 03/31/2021

Violations Completed-Before Judge By Filed Date

DC-Dismissed by Complainant

City Ordinance	1	
DC		1

DI-CLOSED BY SIS

MOVING TRAFFIC	17	
DI		17

DJ-Dismissed by Judge

City Ordinance	1	
DJ		1

DP-Dismissed by Prosecutor

City Ordinance	21	
MOVING TRAFFIC	11	
DP		32

DW-DISMISSED NO WITNESS

City Ordinance	1	
MOVING TRAFFIC	1	
DW		2

DX-FOUND NOT GUILTY AT TRIAL

MOVING TRAFFIC	5	
DX		5

Total Violations Completed-Before Judge:		344
---	--	------------

025



My Filed Or Closed Cases Listing

Belton Municipal Division

4/1/2021 3:29:41 PM

Totals For Filed Date From 03/01/2021 To 03/31/2021

Posted Fee Totals For Posted Date From 03/01/2021 To 03/31/2021

Violations Completed-Other By Filed Date

DO-DISMISSSED BY OFFICER

City Ordinance	1	
IPMC CODE	1	
DO		2

DS-DISMISSSED STATE CHARGES

City Ordinance	3	
DS		3
Total Violations Completed-Paid Fines:		5

Total Violations Completed-Paid Fines:	54
Total Violations Completed-Before Judge:	344
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	5
Total Violations Completed:	403
Total Violations Filed:	428
Net Difference Filed - Completed:	25

Warrants Issued

City Ordinance	112	
IPMC CODE	1	
MOVING TRAFFIC	49	
Parking	1	
Traffic	50	
Total Warrants Issued:	213	Total Violations: 213



My Filed Or Closed Cases Listing

Belton Municipal Division

4/1/2021 3:29:41 PM

Totals For Filed Date From 03/01/2021 To 03/31/2021

Posted Fee Totals For Posted Date From 03/01/2021 To 03/31/2021

Warrants Cleared

City Ordinance	216		
IPMC CODE	18		
MOVING TRAFFIC	150		
Traffic	119		
UNIFIED DEVELOPMENT CODE	1		
UNUSED	1		
Total Warrants Cleared:	505	Total Violations:	505
Total Warrants Issued:	213		
Total Warrants Cleared:	505		
Net Difference:	-292		

027

Violations Completed-Other Paid By Filed Date AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	1		
MOVING TRAFFIC	2		
AJ		3	

CD-Completion date for school(s)

MOVING TRAFFIC	4		
CD		4	

CN-Continued Arraignment

City Ordinance	17		
MOVING TRAFFIC	2		
Traffic	4		
CN		23	



My Filed Or Closed Cases Listing

Belton Municipal Division

4/1/2021 3:29:41 PM

Totals For Filed Date From 03/01/2021 To 03/31/2021

Posted Fee Totals For Posted Date From 03/01/2021 To 03/31/2021

Violations Completed-Other Paid By Filed Date

PP-Payment plan

City Ordinance	30	
IPMC CODE	4	
MOVING TRAFFIC	20	
Traffic	7	
UNIFIED DEVELOPMENT CODE	1	
PP		62

WI-Warrant Issued

028

City Ordinance	15	
MOVING TRAFFIC	14	
Traffic	6	
WI		35

Total Violations Completed-Other Paid: 127



My Filed Or Closed Cases Listing

Belton Municipal Division

4/1/2021 3:29:41 PM

Posted Fee Totals For Posted Date From 03/01/2021 To 03/31/2021

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$3,921.50
CC (76)	COURT COSTS	\$3,264.75
CN (CA)	COURT NOTIFCATION AUTOMATION	\$570.18
CVC2 (74)	CRIME VICTIMS CITY	\$111.37
CVS2 (CV)	CRIME VICTIMS STATE	\$1,970.17
DM (82)	DOMESTIC VIOLENCE	\$606.00
DWI (77)	DWI RECOVERY COST	\$435.76
FINE (76)	FINE	\$41,421.23
ILFC (83)	ILF- CITY	\$304.00
IS (IS)	INMATE SECURITY FUND	\$596.74
RST (RS)	RESTITUTION	\$185.00
SR (SR)	SHERIFF RETIREMENT	\$828.89
TFC (78)	TRAINING FUND CITY	\$601.63
TFS (81)	TRAINING FUND STATE	\$276.28
	CASH SHORT (CS) CASH SHORT	(.50)

029

\$55,093.00

Report Totals:

\$55,093.50

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
		Municipality: Belton	Reporting Period: 3/2021
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonmocourt.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) ROSS NIGRO		Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: WILLIAM N. MARSHALL III
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		135	3,398
B. cases (citations / informations) filed		3	357
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	4
3. court / bench trial - NOT GUILTY		0	5
4. plea of GUILTY in court		5	139
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	51
6. dismissed by court		0	1
7. <i>nolle prosequi</i>		1	10
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		6	210
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		132	3,545
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	213	# issued during period	0
2. # served/withdrawn during reporting period	505	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	4,690		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 3/2021
--------------------------	----------------------	--------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$21,201.88		
Clerk Fee - Excess Revenue	\$2,376.71		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$74.00		
Bond forfeitures (paid to city) - Excess Revenue	\$265.00		
Total Excess Revenue	\$23,917.59		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$20,789.53		
Clerk Fee - Other	\$1,192.04		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$276.28		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,970.17		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$37.37		
Law Enforcement Training (LET) Fund surcharge	\$601.63		
Domestic Violence Shelter surcharge	\$606.00		
Inmate Prisoner Detainee Security Fund surcharge	\$596.74		
Sheriffs' Retirement Fund (SRF) surcharge	\$828.89		
Restitution	\$185.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$3,656.50		
Total Revenue Other	\$30,740.15		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$435.76
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$55,093.50 ^{.00}
DWI RECOVERY COST	\$435.76	Bond Refunds	\$0.00
MASH SMDT	(.50)	Total Disbursements	\$55,093.50 ^{.00}

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Municipal Division Summary Reporting

[◀ Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	4	Cass	17th
Belton Municipal Division	79	new	new
0	<input type="button" value="Select"/>		

Show 10 entries

Search:

Reporting Period Year

Reporting Period

2021	March	Resubmit	
2021	February	Resubmit	
2021	January	Resubmit	
2020	December	Resubmit	
2020	November	Resubmit	
2020	October	Resubmit	
2020	September	Resubmit	
2020	August	Resubmit	
2020	July	Resubmit	
2020	June	Resubmit	

Showing 1 to 10 of 39 entries

- [Previous](#)
- [1](#)
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Are you the Principal/Chief Judge?

SECTION VI

A

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND A DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND NORTHPOINT DEVELOPMENT, LLC; AND AUTHORIZING CERTAIN AGREEMENTS AND OTHER ACTIONS BY THE CITY.

WHEREAS, the City of Belton, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“RSMo,” collectively, the “Act”), to purchase, construct, extend, improve and equip certain projects (as defined in Section 100.010 RSMo and as described in Article VI, Section 27(b) of the Missouri Constitution) and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, Section 100.050 RSMo requires the City to prepare a plan in connection with any commercial project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost-Benefit Analysis for NorthPoint Development, LLC (the “Plan”) was prepared and distributed to the affected taxing jurisdictions along with notice of a public hearing to be held by the City on March 30, 2021 related to the construction of an approximately 501,330 square-foot Class A industrial distribution warehouse and commercial facility located generally along Interstate 49 and East 155th Street (the “Project”) in the City; and

WHEREAS, on March 30, 2021 the public hearing for the affected taxing districts related to the Plan was held by the City and comment was taken; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City approve the Plan pursuant to the Act; and

WHEREAS, pursuant to the foregoing, the City desires to enter into the attached Development and Performance Agreement (the “Agreement”) with NorthPoint Development, LLC (the “Company”) to address (1) the transfer to the City by the Company of the certain real estate related to the Project, (2) the design and construction of the Project, and (3) development incentives for the Project.

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the development of the Project that the City enter into certain documents and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization of the Plan. The City Council hereby finds that (a) proper notice as required by the Act was given to all affected taxing jurisdictions regarding the Plan, and (b) it has fairly and duly considered any and all comments submitted to the City Council regarding the Plan. The City Council hereby approves the Plan attached hereto as Exhibit A.

Section 2. Approval of Agreement. The Development and Performance Agreement by and between the City and the Company, in substantially the form attached hereto as Exhibit B, is hereby approved and the Mayor is hereby authorized to execute the agreement on behalf of the City.

Section 3. Further Authority. The Mayor, City Manager, Finance Director, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: March 30, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

Approved as to form:

E. Sid Douglas III, Special Legal Counsel

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

DEVELOPMENT AND PERFORMANCE AGREEMENT

between the

CITY OF BELTON, MISSOURI

and

NORTHPOINT DEVELOPMENT, LLC

Dated as of _____, 2021

**Relating to the Development of an
Industrial and Warehouse Facility**

DEVELOPMENT AND PERFORMANCE AGREEMENT

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	4

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01.	Representations and Warranties of the City.....	5
Section 2.02.	Representations and Warranties of the Company.	6

ARTICLE III

DEVELOPMENT OBLIGATIONS

Section 3.01.	Commencement and Completion of the Project.....	7
---------------	---	---

ARTICLE IV

COMPLIANCE WITH CITY ORDINANCES

Section 4.01.	General	8
Section 4.02.	Permits and Approvals.....	8

ARTICLE V

DESIGN OF THE PROJECT AND COMPANY PUBLIC IMPROVEMENTS

Section 5.01.	General	8
Section 5.03.	Final Plans and Specifications	8

ARTICLE VI

CONSTRUCTION

Section 6.01.	General	9
Section 6.02.	The Company Public Improvements	9
Section 6.03.	Changes	9
Section 6.04.	Insurance.....	9
Section 6.05.	Right-of-Way and Easement Dedication	10
Section 6.06.	Liens.	11
Section 6.07.	Bonds.....	11
Section 6.08.	Prevailing Wage.....	12
Section 6.09.	Certificate of Substantial Completion	12

ARTICLE VII

DEVELOPMENT INCENTIVES

Section 7.01.	Cooperation to Implement Development Incentives	13
Section 7.02.	Timing of Implementation of Development Incentives.....	13
Section 7.03.	Bond Costs.....	13
Section 7.04.	Estimate of the Cost of the Project	13
Section 7.05.	Terms of Abatement and Lease.....	13
Section 7.06.	Bonds.....	14
Section 7.07.	City Approvals.....	14
Section 7.08.	Sales Tax Exemption	14
Section 7.09.	Issuance of Bonds.....	15
Section 7.10.	City to Select Bond Counsel, Bond Trustee, and Financial Advisor	15

ARTICLE VIII

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 8.01.	Property Tax Exemption	16
Section 8.02.	Payments in Lieu of Taxes.....	16
Section 8.03.	Distribution of PILOTS	17
Section 8.04.	Obligation of City to Effect Tax Abatement.....	17
Section 8.05.	Administration Costs	17
Section 8.06.	Other Property Taxes in Connection with the Project	17
Section 8.07.	Cessation of Operations at the Project Site.....	17
Section 8.08.	No Abatement on Special Assessments, Licenses or Fees.....	18

ARTICLE IX

COVENANTS AND AGREEMENTS

Section 9.01.	Inspection	18
Section 9.02.	Compliance with Laws	18
Section 9.03.	Purchase, Construction, Improvement, Installation and Operation	18
Section 9.04.	Maintenance of Existence.....	18
Section 9.05.	Maintenance and Repairs.....	18
Section 9.06.	Taxes, Assessments and Other Governmental Charges	19
Section 9.07.	Permits and Authorizations.....	19
Section 9.08.	Damage or Destruction.....	19
Section 9.09.	Lender Approval.....	20
Section 9.10.	Environmental Laws and Hazardous Substances	20

ARTICLE X

INDEMNIFICATION AND RELEASE

Section 10.01.	Indemnity.....	21
Section 10.02.	Notification of Action.....	21
Section 10.03.	Settlement.....	22
Section 10.04.	Survival.....	22

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01.	Reserved	22
Section 11.02.	Company Event of Default.....	22
Section 11.03.	City Event of Default.....	23
Section 11.04.	Remedies	23
Section 11.05.	Enforcement	24

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01.	Consents and Cooperation.....	24
Section 12.02.	Relationship.....	24
Section 12.03.	Applicable Law	24
Section 12.04.	Entire Agreement; Amendment	24
Section 12.05.	Counterparts	24
Section 12.06.	Severability.....	24
Section 12.07.	Limit on Liability	25
Section 12.08.	Headings.....	25
Section 12.09.	Notices.....	25
Section 12.10.	Waiver.....	25
Section 12.11.	Negotiation of Agreement	26
Section 12.12.	Tax Implications	26
Section 12.13.	Exhibits.....	26
Section 12.14.	Agreement to Control.....	26
Section 12.15.	Term of Agreement.....	26
Section 12.16.	Electronic Storage of Documents	26
Section 12.17.	Employee Verification	26
Section 12.18.	Survival of Representations.....	26

ARTICLE XIII

ASSIGNMENT

Section 13.01.	Assignment or Sale Prior to Completion of Construction.....	26
Section 13.02.	Assignment or Sale After Completion of Construction.....	27

Exhibit A	Description of the Project Site
Exhibit B	Description of the Project
Exhibit C	Company Public Improvements
Exhibit D	Form of Certificate of Completion of Construction
Exhibit E	Company Engagement Letter

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (“Agreement”) entered into as of _____, 2021, by and between the **CITY OF BELTON, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the **“City”**), and **NORTHPOINT DEVELOPMENT, LLC**, a Missouri limited liability company (the **“Company”**) (the City and the Company are each a **“Party”** or collectively the **“Parties”**). Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth in **Section 1.01** hereof.

RECITALS:

1. The City received a request from the Company for incentives related to the development of a Class A industrial and warehouse facility within the corporate limits of the City, as more specifically described in **Exhibit B**.

2. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **“Chapter 100 Act”**), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

3. Following notice to be provided to affected taxing jurisdictions in accordance with Section 100.059.1 of the Chapter 100 Act, the City Council will consider an Ordinance (the **“Ordinance”**) (i) approving a plan for the Project (defined below) and (ii) authorizing the issuance of approximately \$30,000,000 aggregate principal amount of Taxable Industrial Development Revenue Bonds (NorthPoint Development Project Building 4) in one or more series (the **“Bonds”**).

4. Pursuant to the Ordinance, the plan contemplates that the City will deliver (a) a Trust Indenture (the **“Indenture”**), between the City and BOKF, N.A., as trustee (the **“Trustee”**), for the purpose of issuing and securing the Bonds, and (b) a Lease Agreement (the **“Lease”**) with the Company, as lessee, with respect to the Bonds, under which the City, as lessor, will purchase, construct, improve and equip the Project and will lease the Project and Project Site (together, the **“Leased Property”**) to the Company.

5. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company to address (1) the design and construction of the Project, and (2) development incentives for the Project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Definitions. Terms not defined elsewhere in this Agreement shall have the following definitions:

“Affiliate” means a person or entity which, directly or through one or more intermediaries, owns or controls, or is controlled by or which is under common control with the Company or any of its assignees, including any special purpose entity created for the purpose of owning the Project Site.

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

“Bonds” shall mean any revenue bonds or other obligations issued by or on behalf of the City financing the Project in accordance with this Agreement and the Chapter 100 Act.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or an attorney at law or a firm of attorneys, acceptable to the City, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Certificate of Completion of Construction” means a certificate substantially in the form of **Exhibit D** attached hereto.

“Chapter 100 Act” is defined in **Recital 2**.

“City Council” means the governing body of the City.

“City Event of Default” is defined in **Section 11.03**.

“City Indemnified Parties” is defined in **Section 10.01**.

“City Manager” means the City Manager of the City.

“Closing” means the issuance of the Bonds and the consummation of the transfer of a leasehold interest in Leased Property to the Company pursuant to a Lease.

“Commencement of Construction” means the occurrence of the issuance by the Company to the general contractor of a notice to proceed under a construction contract.

“Company Event of Default” is defined in **Section 11.02**.

“Company Public Improvements” means those public improvements to be constructed by the Company but specifically excluding the Company Water Lines described and defined in Section 6.10 below, as more specifically described in **Exhibit C**.

“Completion of Construction” means the occurrence of substantial completion of the Project.

“Construction Inspector” means a City agent or employee designated by the City to perform inspections.

“Effective Date” means the date of this Agreement.

“Environmental Laws” means any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, and all applicable judicial, administrative or regulatory decrees, judgments or orders relating to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (“CERCLA”), as amended, the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.* (“RCRA”), the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2671, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 to 1387, as the foregoing may be amended from time to time.

“Event of Default” means any Event of Default as provided in **Article XI** hereof.

“Excusable Delay” means delays due or related to acts of terrorism, acts of war or civil insurrection, or any natural occurrence, strikes, riots, floods, earthquakes, fires, casualties, pandemics, acts of God, labor disputes, governmental restrictions or priorities, embargos, litigation, tornadoes, approval by regulatory authorities, or any other circumstances beyond the reasonable control of the applicable party using reasonable diligence to overcome which prevent such party from performing its specific duties hereunder in a timely manner; provided, however, Excusable Delay does not include circumstances directly or indirectly related to lack of financing; unanticipated, or unexpected increases in the costs of construction; or errors in business judgment by the Company; and provided that Excusable Delay shall only extend the time of performance for the period of such Excusable Delay, which shall begin on the day following the date on which the Company has knowledge of the event of Excusable Delay first occurring and shall thereafter extend until the date on which the event which has caused the Excusable Delay has been materially corrected or substantially performed, or reasonably should have been materially corrected or substantially performed, given reasonable efforts.

“Financing Documents” means the financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of the Bonds and the Project.

“Governmental Authorities” or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, including the City.

“Land Use Applications” means all applications that must be filed by the Company with the City in accordance with the City’s zoning ordinance, subdivision regulations, right-of-way and easement vacation ordinances, and building regulations to receive approval from the City to develop or provide for the development of the Project Site with the Project, which may include, but is not limited to, applications for subdivision, zoning, site plan, right-of-way and easement vacation, and building permit approvals.

“Lease” is defined in the recitals above.

“Leased Property” means the Project and the Project Site.

“Lien” is defined in **Section 6.06**.

“Permits” is defined in **Section 4.02**.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article VIII** hereof.

“Plan” is defined in **Section 7.07(a)**.

“Plans and Specifications” means the schematic drawings, the design development drawings, and the construction plans and specifications prepared by the Project architect for the development of the Project in accordance with **Section 5.02**.

“Project” means the project described in **Exhibit B**, and all additions, modifications, improvements, replacements and substitutions made to the Project.

“Project Costs” means all costs of purchasing, constructing, improving and installing the Project.

“Project Site” means all of the real estate described and depicted in **Exhibit A** attached hereto and by this reference made a part hereof.

“Tax Abatement” means the abatement of taxes described in **Article VIII**.

“Transfer” is defined in **Section 13.01**.

Section 1.02. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(a) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 12.04** below.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(c) Words of gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(d) The table of contents, captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(e) In the event of some ambiguity in this Agreement, the Parties shall be deemed to have jointly authored this Agreement and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the City. The City hereby represents and warrants to the Company that:

(a) Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Project, the Project Site, or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(d) Governmental or Corporate Consents. Except for City Council approval, no other consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) No Material Change. There has been no material adverse change in the business, financial position, prospects or results of operations of the City which could affect the City's ability to perform its obligations pursuant to this Agreement.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(g) Construction Permits. Except as otherwise provided herein, the City has no reason to believe that the governmental permits and licenses required by the Company to be issued by the City to construct, occupy and operate the Project will not be issued in a timely manner in order to permit the Project to be constructed pursuant to this Agreement and, further, will make good faith efforts to ensure that the governmental permits and licenses required by the Company to be issued by the City to construct, occupy and operate the Project will be issued in a timely manner and, where possible, in an expedited manner.

(h) Compliance with Laws. The City is in compliance with all Applicable Laws and Requirements with respect to any of its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.01** shall survive Closings.

Section 2.02. Representations and Warranties of the Company. The Company hereby represents and warrants to the City that:

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

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To its knowledge the Company is not in default of its obligations under any other agreement related to the Project Site or the Project, and the execution and performance of the Company's obligations hereunder will not constitute a default under any agreement to which the Company is a party.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Project, the Project Site or the Company (or any member or Affiliate of the Company) related to the Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Company (or any member or Affiliate of the Company) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Company (or any member or Affiliate of the Company) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Company (or any member or Affiliate of the Company) of, the terms and provisions of this Agreement, or that would have a material adverse effect on the financial condition of the Company (or any member or Affiliate of the Company).

(d) No Material Change. (i) The Company has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business and the transactions contemplated by this Agreement and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Company, or any Affiliate of the Company, which could affect the Company's ability to perform its obligations pursuant to this Agreement.

(e) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Company of this Agreement, other than the permits, licenses, consents, approvals and other authorizations that the Company commits to obtain and comply with as set forth in **Section 4.02** hereof.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Company under this Agreement, or any other material agreement or material instrument to which the Company is a party or by which the Company is or may be bound.

(g) Approvals. Except as otherwise provided herein, the Company and its Affiliates have received and are in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to

continue to conduct their business as heretofore conducted by it and to own or lease and operate their properties as now owned or leased by it.

(h) Compliance with Laws. The Company is in compliance with all Applicable Laws and Requirements with respect to its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.02** shall survive the Closings and termination of this Agreement.

ARTICLE III

DEVELOPMENT OBLIGATIONS

Section 3.01. Commencement and Completion of the Project.

(a) The City and the Company acknowledge that (1) the Project is expected to consist of one approximately 501,000 square foot Class A commercial and industrial building constructed over two years, (2) the exact schedule for construction will depend on future market conditions, and (3) the exact size of the building to be constructed will depend on market conditions and tenant preferences. However, notwithstanding the foregoing, the Company will commence construction for the Project within two (2) years of approval of the Plan. Commencement of construction shall be determined by the pouring of the building foundation and substantial completion shall be determined by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for the building pursuant to **Exhibit D**.

(b) The Company will use commercially reasonable efforts to market the Project Site to potential tenants or other users until the building included in the Project is substantially leased or sold.

(c) For the period of time in which the City owns title to the Project and the Company is paying PILOT Payments as contemplated by this Agreement, the Company will ensure that the Project contains approximately 2,500 square feet of space for a learning and career development center to be utilized by the Belton, Missouri School District, Kansas City Metropolitan Community College, a small business development entity/program or by an entity acceptable to Company in Company's reasonable judgment (the "**Learning and Career Development Space**"). The Learning and Career Development Space shall be constructed and finished at the cost of Company and the tenant occupying the Learning and Career Development Space shall be under no requirement to pay rent/base rent to Company for tenant's occupancy of the Learning and Career Development Space; however, the Learning and Career Development Space shall be separately sub-metered for utilities (as applicable) and the tenant occupying the Learning and Career Development Space shall, at all times, be responsible for paying Tenant's utility costs and fees for Tenant's occupancy of the Learning and Career Development Space including, but not limited to, costs and fees for electric, gas, water, sewer, trash, internet and television.

(d) Upon reasonable advance notice, the Company and its project teams shall meet with the City Manager and such other City staff and consultants as designated by the City Manager to review and discuss the design and construction of the Project to enable the City to monitor the status of construction and to determine that the Project is being completed in accordance with this Agreement and Applicable Laws and Requirements.

(e) Construction of the Project shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

ARTICLE IV

COMPLIANCE WITH CITY ORDINANCES

Section 4.01. General. Except as otherwise provided herein, the Company will work with the City in order to comply with all Applicable Laws and Requirements and the City's ordinances, rules and procedures in connection with the Project and the Company Public Improvements.

Section 4.02. Permits and Approvals.

(a) The Company will obtain and comply with any necessary permits, licenses, fees, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws (the "Permits"), and the City will cooperate with the Company to obtain any and all such Permits and shall use reasonable efforts to expedite any such Permits which are within the City's control. Subject to the right of the Company to receive applicable credits and/or reimbursements as provided in subsection (b), the Company will pay all Permits.

(b) The City agrees that it will provide the Company with (i) applicable credits for the design and construction of the Company Public Improvements, or financial contributions thereto, and any other public facilities designed and constructed by the Company which will be dedicated to the City in connection with the Project, or (ii) reimbursement to the Company for the cost of the Company Public Improvements or financial contributions thereto, and any other public facilities constructed by the Company which will be dedicated to the City in connection with the Project, from the proceeds of the Permits paid; provided, however, the City shall be entitled to retain the amount equal to the fees imposed for the Permits, not to exceed \$200,000.00, and in the event the fees imposed for the Permits for the Project are less than \$200,000.00, Company shall pay to the City an amount equal to the difference between the fees imposed for the Permits for the Project and \$200,000.00 (by way of explanation, if the fees imposed for the Permits for the Project equal \$50,000.00, Company shall pay an additional \$150,000.00 to the City).

ARTICLE V

DESIGN OF THE PROJECT AND COMPANY PUBLIC IMPROVEMENTS

Section 5.01. General. The Company will provide the City with any necessary plans and specifications for the purpose of reviewing Land Use Applications for the Project and the Company Public Improvements. The City agrees to cooperate with the Company and to timely process and consider all complete applications as received, all in accordance with the adopted municipal codes and laws of the State; provided, however, that nothing herein contained shall be construed as the City's current approval of, or acquiescence to, any approvals, the parties acknowledging that such matters can only be approved by the City in the proper exercise of its municipal functions through appropriate governmental procedures.

Section 5.02. Final Plans and Specifications. The Company will prepare and submit a site plan of the Project and Company Public Improvements for the City's review in accordance with the City's site plan review process. The City and Company agree that (1) the approved site plan shall guide the design and construction of the Project; and (2) the Company may make changes from time to time to the approved site plan, as permitted by the City code.

ARTICLE VI

CONSTRUCTION

Section 6.01. General. The Company will diligently proceed with (i) the construction of the Project upon delivery of reasonable advance notice from the Company to the City, and (ii) such portion of the Company Public Improvements as required for development of the Project.

Section 6.02. The Company Public Improvements. The Company will provide for the design, construction and completion of the Company Public Improvements, subject to the City's right to review, inspect, and approve the plans and specifications for the Company Public Improvements.

Section 6.03. Changes. Following approval of the final plans and specifications for the Company Public Improvements pursuant to **Section 6.02** above, the Company will provide written notice to the City of any material changes in the plans and specifications for the City's review and approval of such changes and the City's approval shall not be unreasonably conditioned, withheld or delayed.

Section 6.04. Insurance.

(a) During the performance of its obligations under this Agreement, the Company shall cause the Leased Property to be continuously insured against such risks and in such amounts, with such deductible provisions as are customary in connection with the construction and operation of facilities of the type and size comparable to the Project. The Company shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to the Leased Property (unless the requirement therefor shall be waived by the City in writing):

(i) Commercial general liability ("CGL") insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form) including at least the following hazards: (1) premises and operations; (2) products and completed operations; and (3) contractual liability; such insurance to be on an "occurrence" form with a combined limit of not less than the maximum amount of liability as published annually by the Department of Insurance in the Missouri Register, in accordance with Section 537.610 RSMo which is made applicable to political subdivisions pursuant to Section 537.600, RSMo;

(ii) Workers' compensation insurance or self-insurance, subject to statutory limits and employer's liability insurance with a limit of at least \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease aggregate in respect of any work or operations on or about the Leased Property, or in connection with the Leased Property or its operation if applicable in accordance with the applicable worker's compensation laws.

(b) The Company shall at their sole cost and expense obtain and shall maintain throughout the term of the Lease, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the full insurable value thereof (subject to reasonable loss deductible provisions).

(c) In the event of loss or damage to the Project, the net proceeds of property insurance carried pursuant to this Section ("**Net Proceeds**") shall be applied as provided in **Sections 9.08 and 9.09** of this Agreement.

(d) Each insurance policy obtained in satisfaction of the foregoing requirements:

(i) shall be by such insurer or insurers as shall be financially responsible, and shall have a rating equal to or higher than A- or better by Best Insurance Guide and Key Ratings or shall be acceptable to the City as evidenced by a written certificate delivered to the City, and

(ii) shall be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved as evidenced by a written report delivered to the City.

(e) All such policies, or a certificate or certificates of the insurers that such insurance is in full force and effect, shall be deposited with the City and, prior to expiration of any such policy, the Company shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the Company may choose to satisfy this requirement by providing blanket policies now or hereafter maintained by the Company if the City's insurance consultant certifies to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for prior written notice to the City of any cancellation or reduction in amount of coverage.

(f) In accordance with section 427.120 of the Revised Statutes of Missouri, as amended, in the event the Company shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the City shall provide notice of such failure to the Company. In the event the Company does not provide evidence of such insurance within ten (10) days of such notice, the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and the Company agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at the rate of 7% per annum. The City shall notify the Company in writing that the Company has failed to maintain the insurance coverage required by this Agreement prior to purchasing any such insurance. This insurance obtained by the City may, but need not, protect the Company's interests. The coverage that the City may purchase may not pay any claim that the Company may make or any claim that may be made against the Company in connection with the Project. The Company may later cancel any insurance purchased by the City, but only after providing evidence that the Company has obtained insurance as required by this Agreement. The costs of the insurance obtained by the City may be more than the cost of insurance the Company may be able to obtain on their own.

(g) The City shall be named as an additional insured on all policies, if and to the extent that the City has an insurable interest, including all policies on which the Company is named as an insured. Nothing in this Agreement shall be deemed to waive the City's sovereign immunity or a defense against any tort claim based on sovereign immunity.

(h) Company shall not permit its general contractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Applicable Laws and Requirements. Company shall also require its general contractor to require all of its subcontractors to obtain all insurance required under this Section and the City's Applicable Laws and Requirements (unless general contractor's insurance satisfies all of the requirements above and covers the applicable subcontractor(s)). Said insurance shall be maintained in full force and effect until the issuance of a Certificate of Completion of Construction for the phase of improvements being constructed by such contractor or subcontractor.

Section 6.05. Right-of-Way and Easement Dedication. The Company will cooperate with the City to dedicate to the City, at no cost to the City, certain right-of-way and easements over the Project Site which are, in the City's judgment, reasonably necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project. The form of any such right-of-way and/or easements shall be acceptable to the City and the Company and, notwithstanding the foregoing, all costs to the City to review the right-of-way dedications and/or easements to ensure conformity to City standards and regulations, and the documentation associated

therewith, shall be the responsibility of the City. The City shall be under no obligation to accept the dedication or conveyance of any right-of-way or easements until the City has determined that the right-of-way or easements are necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project, and that the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project have been inspected and approved to the reasonable satisfaction of the City.

Section 6.06 Liens. The Company will complete the Project free of any laborer's, materialmen's, mechanic's or other similar liens (and excepting, further, liens associated with Company's financing of the Project) ("**Lien**") and shall not permit any Lien to be filed or otherwise imposed on any part of the Project or the Leased Property; provided, however, that the Company shall not be in default if Liens are filed or established and Company contests in good faith said Liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 6.07. Bonds. For the Project and the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project only, the Company will, or will ensure that its contractors shall, provide for the following bonds:

(a) Performance Bond and Payment Bond. Prior to commencement of construction on the Company Public Improvements or any other property owned or to be owned by a public entity, including but not limited to the State of Missouri or City, and ending upon acceptance of the Company Public Improvements, the Company shall, or shall ensure that its contractors shall, maintain a performance and payment bond in a form approved by the City Attorney, in an amount equal to the cost of the Company Public Improvements as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

(b) Maintenance Bonds. Prior to acceptance and dedication of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project, the Company shall, or shall ensure that its contractors shall, provide a maintenance bond in a form approved by the City Attorney, in an amount equal to the full cost of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project as approved by the City Engineer, which shall be in effect for a term of two (2) years from the date that the City issues a Certificate of Completion of Construction for such improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The maintenance bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City. With respect to maintenance issues which may arise after dedication of the improvements to the City, the City shall first make any claim which arises related to such improvements for which a bond claim may be made against the bonding company, and shall make reasonable efforts to pursue the claim, prior to making demand upon the Company to satisfy the claim.

(c) Indemnity for Failure to Provide Bonds. The Company shall, or shall ensure that the Company's contractors shall, indemnify the City and its officers and employees for any damage resulting to the City, its officers or employees from failure of the Company to provide the bonds set forth in this Section.

(d) Payment Bond. Prior to commencement of construction on the Project, including any construction on public property including but not limited to the State of Missouri or the City, and ending upon completion of the Project, the Company shall, or shall ensure that its contractors shall, maintain a payment bond in a form approved by the City Attorney, in an amount equal to the cost of the Project as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and

conditions of the construction contract. The payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

If, as determined by the City and the Company, it is economically disadvantageous for the Company to obtain a payment bond in connection with the Project in accordance with Section 107.170, RSMo, the City may, instead of taking title to the Project and the Project Site and leasing it to the Company, take a leasehold interest in the Project and the Project Site during the construction period of the Project and sublease the Project and Project Site to the Company. Upon completion of construction of the Project as evidenced by the Certificate of Substantial Completion, the Company shall transfer ownership of the Project Site and Project to the City and, contemporaneously with said transfer, (i) the aforementioned lease and sublease by and between the City and the Company shall be terminated (with the City and the Company executing any required documents to effectuate said termination); and (ii) the parties shall amend the mutually agreed upon Lease, and any other documents necessary to effectuate the Bonds, for purposes of memorializing and effectuating the requirements of this Agreement related to/conditioned upon City ownership of the Project and Project Site including, but not limited to, property tax exemption and PILOT Payments as provided for herein.

Section 6.08. Prevailing Wage. For the Company Public Improvements but specifically excluding the Company Water Lines described and defined in Section 6.10 below, the Company will comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Company, to the extent such laws are applicable, and will indemnify the City for any damage resulting to the City from failure of either the Company or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws, and pay the costs of defense of the City in response to any such claims. The Company shall be responsible for payment of all costs associated with the payment of prevailing wages, if applicable. The Company and the City acknowledge and agree that prevailing wage requirements do not apply to any private improvements including, but not limited to, any water line/water main improvements and/or sewer line improvements (and associated infrastructure improvements) constructed by the Company, or any Company contractor or subcontractor, which service the Project directly or indirectly.

Section 6.09. Certificate of Substantial Completion. After substantial completion of the Project and the Company Public Improvements in accordance with the provisions of this Agreement, the Company will submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit D**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Company with specific written objections to the status of the Project and/or Company Public Improvements, describing such objections and the measures required to correct such objections in reasonable detail.

Section 6.10. Water Main/Water Line Improvements. In connection with construction of the Project, the Company and the City acknowledge and agree that various water main/water line improvements are necessary for the operation of the Project and adjacent residential property (the “**Water Line Improvements**”). The Water Line Improvements are generally depicted on **Exhibit C** attached hereto and specifically exclude any sewer line improvements, installations and/or modifications. The Company and City agree as follows with respect to the Water Line Improvements (i) Company shall be responsible for the design and engineering of the Water Line Improvements as generally depicted in Exhibit C attached hereto and the costs associated therewith (the “**Water Line Design and Engineering**”); (ii) Company shall be responsible for the bidding, construction and/or relocation of the water lines (x) on the Project Site/the “Building 4” site as depicted in Exhibit C attached hereto (y) on the property immediately surrounding and

adjacent to the Project Site (including, but not limited to, the “Building 3” site as depicted in Exhibit C attached hereto); and (z) on the adjacent parcel immediately to the east of the Project Site, and the costs associated therewith (i.e. the water line improvements running roughly west to east and connecting to East 157th Street, and depicted in green, in Exhibit C attached hereto) (the “**Company Water Lines**”); (iii) City shall be responsible for the bidding, construction and/or relocation of the water lines running north and south along Allen Avenue and east to west along 162nd Street from Interstate 49 to Allen Avenue as generally depicted in yellow and orange in Exhibit C attached hereto (the “**City Water Lines**”) including the costs to relocate water lines, reconnect service to homes and road and curb repair. Notwithstanding the foregoing, and subject to the Company Contribution (defined below), Company shall pay a portion of the costs for bidding, construction and/or relocation of the City Water Lines. The cost(s) to Company for Company’s financial contribution to the City Water Lines shall not exceed, in any event, \$600,000.00 (the “**Company Contribution**”). Fifty percent (50%) of the Company Contribution shall be due to the City upon execution of this Agreement and the remaining fifty percent (50%) of the Company Contribution shall be due to the City upon finalization of the costs for the Water Line Design and Engineering, the Company Water Lines and the City Water Lines as determined by Company and City. Any amount due and owing, incurred or projected to be incurred in excess of the Company Contribution shall be sole responsibility of the City.

ARTICLE VII

DEVELOPMENT INCENTIVES

Section 7.01. Cooperation to Implement Development Incentives. The Company shall cooperate and the City shall use best faith efforts to authorize and implement the issuance of the Bonds, as described in more detail in **Article VIII** below (the “**Tax Abatement**”).

Section 7.02. Timing of Implementation of Development Incentives. The Parties shall cooperate to complete all steps necessary to implement the Tax Abatement for the Project in order to ensure that the City has adequate time to complete the statutory processes necessary for implementation of the Tax Abatement in time to fully realize the benefits of the Tax Abatement. No Tax Abatement will be provided to the Project if Commencement of Construction has not occurred within two (2) years of approval of the Plan (or a later date not to exceed four (4) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to two (2) years from the date of approval of the Plan).

Section 7.03. Bond Costs. The Company will enter into an engagement letter with Bond Counsel in substantially the form attached hereto as **Exhibit E** whereby the Company agrees to pay all costs associated with the issuance of the Bonds. The Company will also pay the annual fees of the bond trustee for the Bonds.

Section 7.04. Estimate of the Cost of the Project. The estimated total cost of the Project is approximately \$30,000,000, which is subject to change in accordance with this Agreement.

Section 7.05. Terms of Abatement and Lease.

(a) **Project.** The City will consider issuance of the Bonds in one or more series in order to provide Tax Abatement for the Project Site and the Project thereon under the Chapter 100 Act for a period of 20 years beginning in the year following the year in which ownership of the Project Site and Project are

transferred to the City. The Project Site and the Project are expected to be exempt from taxation under Chapter 100, but will be subject to the requirement to make PILOT Payments in accordance with **Article VIII** below.

(b) Lease. At all times during the Tax Abatement period for the Project Site, the City must be the legal owner of the Project Site and the Project. The Project Site and the Project will be leased to the Company by the City in accordance with the terms of the Lease. The Lease will be for a term ending in the year the Tax Abatement for the Project Site and the Project ceases. The Company will have the option to purchase the Project Site and the Project at the termination of the Lease at a purchase price to be set forth in the Lease.

(c) Company Public Improvements. Notwithstanding other provisions of this Agreement, the parties agree that the Bonds will not finance the Company Public Improvements.

Section 7.06. Bonds. Under the Chapter 100 Act, the City has legal authority to take title to the Leased Property as security for bonds issued under the Chapter 100 Act. The Bonds will be issued upon such terms, in such amounts and at such time as shall be satisfactory to the City and the Company, and subject to the conditions of issuance of the Bonds set forth herein. The Bonds will not be an indebtedness or general obligation, debt or liability of the City within the meaning of any constitutional or statutory debt limitation or restriction. The parties hereby agree that the Bonds may be prepaid at any time without penalty.

Section 7.07. City Approvals.

(a) Prior to the issuance of the Bonds, using information supplied by the Company, the City agrees to prepare a plan and cost-benefit analysis for the Project meeting the requirements of Section 100.050 RSMo, as amended (the “**Plan**”). Approval of the Plan by a majority vote of the governing body of the City shall be a precondition to the issuance of the Bonds by the City for the Project.

(b) The Company agrees that, so long as the City has legal title to the Leased Property, the City must approve any use or additional development of the Leased Property other than for the Project.

(c) The approval of this Agreement shall not affect or constitute any approval required by any City department or pursuant to any City ordinance, resolution, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Project. The City will not unreasonably withhold any consent or approval required by any City ordinance, resolution, code, regulation or any other governmental approval required by law related to the Project; provided that nothing herein shall be construed to obligate the City to grant municipal permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement.

Section 7.08. Sales Tax Exemption. It is the City and the Company’s expectation that the purchase of any and all materials used in the construction of the Project shall be exempt from taxation pursuant to Article III, Section 39(10) of the Missouri Constitution and Section 144.062, RSMo. The City shall issue the Company sales and/or use tax exemption certificates for the purpose of providing the sales and/or use tax exemption on such materials. The Company will account for all purchases for which the sales tax exemption is used and will provide such accounting to the City upon request, but no more than once per quarter. The Company will reimburse the City and/or the other recipients of the sales and/or use tax if it is determined that such exemption was improperly used or that the City did not have the legal authority to issue such certificate for such purposes, and to otherwise indemnify and defend the City pursuant to **Section 10.01** with respect to the use of the sales and/or use tax exemption certificates.

Section 7.09. Issuance of Bonds.

(a) The Company will cooperate with the City in the City's issuance of the Bonds in an amount to be agreed upon by the City and the Company. The Company covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel and financial advisors in the preparation of the Financing Documents to issue the Bonds.

(b) At the time of issuance of the Bonds, the Company further agrees (i) to provide a closing certificate in a form mutually agreeable to the Parties (which shall include a certification regarding the accuracy of the information relating to the Company and the Project), and (ii) to cause their counsel to provide a legal opinion, subject to reasonable assumptions, qualifications and limitations.

Section 7.10. City to Select Bond Counsel, Bond Trustee, and Financial Advisor. The City shall have the right to select the designated Bond Counsel and the financial advisor (and such additional consultants as the City deems necessary for the issuance of the Bonds).

Section 7.11. PILOT Reserve Account / Deed of Trust.

(a) Upon issuance of the Bonds and the delivery of the Lease, the Company shall deposit with the trustee for the Bonds an amount equal to the largest PILOT Payment to be made during the term of the Bonds (the "PILOT Reserve Requirement"). If, by 5:00 P.M. on any date on which a PILOT Payment is due under this Agreement (or the following business day if such date does not fall on a business day), the City has not received payment from the Company in the amount of the PILOT Payment due on such date, the City may withdraw an amount equal to such PILOT Payment from the PILOT Reserve Account and apply such funds to the payment of such Pilot Payments.

(b) If any funds are withdrawn from the PILOT Reserve Account in accordance with subsection (a), above, the Company shall replenish the balance of the PILOT Reserve Account to the PILOT Reserve Requirement within 30 days after receipt by the Company of written notice sent by the City stating the failure to receive payment of the Pilot Payments, the amount of funds withdrawn from the PILOT Reserve Account and applied to payment of the Pilot Payments, and the difference between the balance in the PILOT Reserve Account and the PILOT Reserve Requirement, which is to be replenished by the Company. Failure by the Company to replenish the PILOT Reserve Account within such 30-day period by check or electronic transfer to the trustee for the Bonds shall constitute an Event of Default for purposes of this Agreement and the Lease without the passage of additional time or opportunity for cure.

(c) Any interest earnings on funds held in the PILOT Reserve Account shall be the property of the Company. If requested by the Company after payment of the Pilot Payments due on December 1 in any year, the City shall remit by check to the Company any amounts in the PILOT Reserve Account in excess of the PILOT Reserve Requirement (provided that no such remittance shall be required for an amount less than \$1,000).

(d) The balance of the PILOT Reserve Account shall be applied to payment of the Pilot Payments due in the year of the final maturity of the Bonds. Any amounts remaining in the PILOT Reserve Account after payment of all Pilot Payments due and owing on such date shall be promptly returned to the Company. If the amount on deposit in the PILOT Reserve Account is less than the PILOT Payment due on such date, the difference shall be paid on such date by the Company.

(e) At any time during the term of this Agreement, and in lieu of the PILOT Reserve Requirement, the Company may elect to allow the City to file a deed of trust securing the Bonds and the payments to be made by the Company pursuant to this Agreement and the Lease Agreement, in a form

mutually agreed upon by the Company, Company’s lender (if any) and the City. If such a deed of trust is recorded, the funds in the PILOT Reserve Account, if any, will be released to the Company. The City agrees to subordinate such deed of trust to the mortgage of any lender related to the Project, provided that such deed of trust shall provide for the PILOT Payment due under this Agreement from enforcement proceeds under such mortgage of a lender related to the Project in the same manner and priority as such proceeds would commonly be applied to the payment of real property taxes (after costs of enforcement/collection but before application to principal of or interest on the loan(s) secured by the mortgage).

ARTICLE VIII

**PROPERTY TAX EXEMPTION;
PILOT PAYMENTS**

Section 8.01. Property Tax Exemption. So long as the City owns title to the Project Site and the corresponding Project, the City expects that such Project Site and Project shall be exempt from *ad valorem* taxes on real property. The Project Site and Project will be leased to the Company. The Company will receive twenty years of abatement for the Project, beginning in the year following the year in which ownership of the Project Site and Project are transferred to the City, subject to the requirement to make PILOT Payments as set forth in this **Article VIII**.

The Company covenants and agrees that during each year the Project Site and Project is exempt from *ad valorem* taxes by reason of the City owning title, the Company will make annual payments in lieu of taxes to the City (each such payment, a “**PILOT Payment**”) as described in this **Article VIII** relating to such Project. The City and the Company hereby agree that the Tax Abatement provided by this Agreement shall only apply to the property financed with the proceeds of the Bonds (i.e., property constituting the Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 8.02. Payments in Lieu of Taxes.

(a) The City intends to issue the Bonds in one or more series and to extend Tax Abatement to the Company. The Project Site will be leased to the Company pursuant to a Lease. The Company will be required to make a PILOT Payment equal to 100% of the taxes that would otherwise be due for the Project Site in each year in which the City owns the Project Site but the 20-year period of Tax Abatement has not yet begun. Upon commencement of the 20-year period of Tax Abatement for the Project Site, the Company will be required to make PILOT Payments in the amounts shown below during each year of the 20-year period of Tax Abatement to be provided to the Project. The Company will be required to make PILOT Payments to the City on or before each December 1 in years that PILOT Payments are due.

Years 1-20	100% of taxes on Project Site based on assessed value in 2020, plus 2% growth every other year
Years 1-5	\$0.08 per square foot of building area
Years 6-8	\$0.12 per square foot of building area
Years 9-10	\$0.15 per square foot of building area
Years 11-12	\$0.17 per square foot of building area
Years 13-20	\$0.58 per square foot of building area

(b) The “building area” set forth in subsection (a) above shall be determined by calculating the total square footage of vertical building space constructed upon the Project Site, whether or not such space is leasable or leased.

(c) The Company will be required to exercise its option pursuant to a Lease to purchase the Project Site and Project no later than December 31 of the twentieth year of the Tax Abatement. If title to the Project Site and Project has not been transferred by the City to the Company before such December 31, then on the following December 1, and each year thereafter until title to the Project Site and Project is transferred to the Company, the Company will be required to pay to the City a PILOT Payment equal to 100% of the amount that would otherwise be payable to each taxing jurisdiction but for the City's ownership thereof.

Section 8.03. Distribution of PILOTS. Within 30 days of the date of receipt of the PILOT Payments pursuant to **Section 8.02**, the City or other designated billing/collection agent shall distribute the PILOT Payment, after reduction for the administrative costs of the City as provided by **Section 8.05** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 8.04. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 8.01** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 8.05. Administration Costs. Under Section 100.050 of the Chapter 100 Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the Plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Agreement expires or is terminated.

Section 8.06. Other Property Taxes in Connection with the Project. The real property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period they are owned by the City. If any *ad valorem* property taxes are levied by or on behalf of any Taxing Jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any *ad valorem* taxes levied against the Company's rights in the Lease), the amount of *ad valorem* tax payments related to such levy or levies which are paid by the Company and received by the City shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 8.07. Cessation of Operations at the Project Site. If for any reason the Company completely abandons or ceases leasing or marketing activity at the Project Site during the term of this Agreement for a period of at least 180 consecutive days, and the Company fails to exercise its option to purchase the Project Site within 180 days after such abandonment or cessation of leasing or marketing activity, the Company shall make a PILOT Payment to the City (to be distributed as provided in **Section 8.02**) with respect to the abandoned Project Site equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project Site was not owned by the City. Such payment shall be made on or before December 1 in the year in which the Company completely vacates, abandons or ceases operations and on each December 1 thereafter for each year in which the Project is, on January 1 of such year, still titled in the name of the City, and the Company has completely vacated, abandoned or ceased operations at a Project Site.

Section 8.08. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project were not owned by the City.

ARTICLE IX

COVENANTS AND AGREEMENTS

Section 9.01. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's ordinances. In addition, the Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five (5) business days' advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and only such records of the Company as may be required to demonstrate compliance with this Agreement.

Section 9.02. Compliance with Laws. To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including Environmental Laws, subject to all applicable rights of the Company to contest the same.

Section 9.03. Purchase, Construction, Improvement, Installation and Operation. The Project will be purchased, constructed, improved, installed and operated in a manner that is generally consistent with the intent of the Project described herein and in the Lease.

Section 9.04. Maintenance of Existence. The Company agrees that prior to Completion of Construction, they will maintain their corporate or limited liability company existence, and will not dissolve or otherwise dispose of all or substantially all of their assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation or limited liability company (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations or limited liability companies to consolidate with or merge into them, or may sell or otherwise transfer to another domestic corporation or limited liability company all or substantially all of their assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporations or limited liability companies expressly assume in writing all the obligations of the Company contained in this Agreement; and, further provided, that the surviving, resulting or transferee corporations or limited liability companies, as the case may be, have a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer and there shall be delivered to the City and the Trustee a Certificate of an independent certified public accountant to such effect. The term "net worth", as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries.

Section 9.05. Maintenance and Repairs. Throughout the term of each Lease, the Company shall, at its own expense, (i) keep the Leased Property in reasonably safe operating condition and keep the Leased Property in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary

and (ii) keep the Leased Property and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fires.

Section 9.06. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Property, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Leased Property; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the term of a Lease.

(b) Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

(c) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under **Article VIII** hereof to the extent of any ad valorem taxes imposed with respect to the Project paid pursuant to this Section.

Section 9.07. Permits and Authorizations.

[Intentionally deleted].

Section 9.08. Damage or Destruction.

(a) If a Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding such Project is of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction. The Net Proceeds of casualty insurance required by **Section 6.04** hereof received with respect to such damage or loss to a Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** of the Lease to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Agreement has not been terminated, the excess shall be deposited in the Bond Fund created under the Indenture in the

subaccount relating to the applicable portion of the Project damaged or destroyed, subject to the rights of any leasehold mortgagee. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in a form satisfactory to the City and Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Agreement, in the event of any such damage by fire or any other casualty, the provisions of this Agreement shall be unaffected and the Company shall remain and continue liable for the payment of all PILOT Payments and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site.

(f) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or are being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Bond owners or to any abatement or diminution of the amounts payable by the Company under this Agreement or of any other obligations of the Company under this Agreement except as expressly provided in this Section.

Section 9.09. Lender Approval. Notwithstanding any of the requirements contained in **Section 9.08** above, the proceeds of any insurance received subsequent to a casualty shall be applied as directed by the financing documents for any lender on a Project Site.

Section 9.10. Environmental Requirements. As used in this Section, the following terms have the following meanings:

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(a) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Leased Property. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company.

(b) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Leased Property and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Leased Property or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company's business and in compliance with all applicable Environmental Laws.

(c) Prior to the transfer to the City of the Project Site, the Company will deliver to the City a Phase I environmental site assessment evidencing that Hazardous Substances do not exist on the Project Site, including a reliance letter from the preparer of the report permitting the City to rely upon the findings and conclusions in the report. In the event the Phase I environmental site assessment reports the need for further investigation of the existence of Hazardous Substances on the Project Site, the Company will obtain a Phase II environmental site assessment.

(d) The Company hereby agrees that, anything to the contrary notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees, attorneys and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including reasonable attorneys' fees and court costs) resulting from, arising out of, or in any way connected with the presence of Hazardous Substances on the Project Site.

ARTICLE X

INDEMNIFICATION AND RELEASE

Section 10.01. Indemnity. The Company agrees to indemnify, defend, and hold the City, its officials, agents and employees (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys' fees, directly resulting from:

(a) the Company's actions and undertaking in design, construction, leasing, operation and implementation of the Project and the performance of the terms of this Agreement;

(b) the negligence or willful misconduct of the Company, their employees, agents or independent contractors in connection with the design, construction, leasing, operation and implementation of the Project and the performance of terms of this Agreement;

(c) any unreasonable delay or expense resulting from any litigation filed against the Company by any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor;

(d) the Company's failure to provide the bonds set forth in **Section 6.07**, as applicable;

(e) the Company's failure to comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Company as required by this Agreement;

(f) the Company's Event of Default in any term of this Agreement.

Section 10.02. Notification of Action. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which the Company may become

obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Company of the occurrence of such event. After receipt of such notice, the Company may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the reasonable cost and expense of Company, utilizing counsel of the Company's choice. The City Indemnified Parties shall assist, at Company's sole discretion, in the defense thereof. In the event that the Company shall fail to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the City Indemnified Parties after notice to the Company asserting the Company's failure to timely defend, contest or otherwise protect against such Action) the reasonable and necessary cost of such defense shall be at the expense of the Company.

Section 10.03. Settlement. Any one of the City Indemnified Parties shall submit to the Company any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Company. Neither the Company nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

Section 10.04. Survival. The right to indemnification set forth in this Agreement arising during the term of this Agreement shall survive the Closing.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Reserved.

Section 11.02. Company Event of Default. Subject to Excusable Delays, a "Company Event of Default" shall include the following:

(a) Any representation or warranty made by the Company herein or in any written statement or certificate furnished to the City proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the Company by the City a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the Company shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch;

(b) Substantial default by the Company in the performance or breach of any covenant or agreement of the Company in a Lease, following notice and exhaustion of the right to cure as provided in the Lease;

(c) Failure of the Company to make the PILOT Payments required to be paid hereunder within thirty (30) days after written notice and demand by the City;

(d) Substantial default in the performance or breach of any other covenant or agreement of the Company in this Agreement not specifically covered in (a) through (c) above, and continuance of such default or breach for a period of sixty (60) days after City has delivered to Company a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such default or breach, such default or breach

shall not constitute an event of default if the Company shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary, in no event shall a Company Event of Default be deemed to exist if the facts underlying the specific potential Company Event of Default have been caused by a City Event of Default.

Section 11.03. City Event of Default. A “City Event of Default” shall include the following:

(a) Any representation or warranty made by the City herein proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the City by the Company a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) The occurrence and continuance of any default in the performance or breach of any covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of sixty (60) days after there has been given to the City by Company a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary in no event will a City Event of Default be deemed to exist if the facts underlying the specific potential City Event of Default have been caused by a Company Event of Default.

Section 11.04. Remedies.

(a) Upon the occurrence of a Company Event of Default, the City shall have the right to pursue any one or more of the following courses of action: (i) to declare an event of default under the Lease; (ii) to take such actions as deemed necessary by the City to remedy the breach, the costs of which may be charged to the defaulting party, or offset against any payments due under this Agreement to the defaulting Party; (iii) to terminate this Agreement with respect to the applicable Project at issue by written notice to the defaulting party, which termination shall be effective with respect to the Project as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iv) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages (but in no event shall the Company be enjoined to construct any improvement).

(b) Upon the occurrence of a City Event of Default, the Company shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by the Company to remedy the breach, the costs of which may be charged to the City or offset against any payments due under this Agreement to the City; (ii) to terminate this Agreement by written notice to the City, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

(c) Upon a Company Event of Default hereunder this Agreement may be terminated with respect to the Project by written notice to the Company from the City. Upon such Project termination the Company shall make a PILOT Payment to the City equal to (i) the *pro rata* amount payable pursuant to **Section 8.02** hereof from January 1 of the year in question through the effective date of termination for the Project, plus (ii) the *pro rata* amount of taxes that would be due for the remaining portion of the year with respect to the Project assuming the Leased Property was not subject to Tax Abatement during such year; provided, however, the payment of PILOT Payments following cessation of marketing or leasing activity shall be governed by **Section 8.07**.

Section 11.05. Enforcement. In addition to the remedies specified in **Section 11.04**, upon the occurrence of a Company Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01. Consents and Cooperation. Wherever in this Agreement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the City and the Company agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. Any consent or approval required by the City may be provided by the City Manager and the City Manager may seek the input or a decision from the City Council on any matter.

Section 12.02. Relationship. In the performance of this Agreement, the Company shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Company a partner, joint venturer with, or agent of, the City. The City and the Company agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Company.

Section 12.03. Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri for all purposes and intents.

Section 12.04. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and the Company with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the City and the Company.

Section 12.05. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 12.06. Severability. In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

Section 12.07. Limit on Liability. The Parties agree that no official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Company in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Company or with respect to any agreement, indemnity, or other obligation under this Agreement.

Section 12.08. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

Section 12.09. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

In the case of the Company to: NorthPoint Development
4825 NW 41st Street #500
Riverside, Missouri 64150
Attention: Brent Miles

With a copy to: Levy Craig Law Firm
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
Attention: Scott Seitter

In the case of the City to: City of Belton, Missouri
506 Main Street
Belton, MO 64102
Attention: City Manager

With a copy to: City of Belton, Missouri
506 Main Street
Belton, MO 64102
Attention: City Attorney

With a copy to: Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Attention: Sid Douglas

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 12.10. Waiver. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

Section 12.11. Negotiation of Agreement. The City and Company are governmental and business entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 12.12. Tax Implications. The Company acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to them any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Company is relying solely upon its own tax advisors in this regard.

Section 12.13. Exhibits. All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

Section 12.14. Agreement to Control. In the event of any conflict between the terms of this Agreement and any other agreements between the City and the Company, the provisions of this Agreement shall control and supersede the conflict.

Section 12.15. Term of Agreement. Except as otherwise provided herein, this Agreement shall continue in force for so long as (a) any Bonds shall remain outstanding; or (b) the Project is titled in the name of the City. This Agreement shall terminate on the retirement of all Bonds issued with respect to the Project.

Section 12.16. Electronic Storage of Documents. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 12.17. Employee Verification. The Company shall comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement (i.e., the Company) to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City Clerk on or before November 15 of each year during the term of this Agreement, beginning November 15, 2021, and also upon execution of this Agreement.

Section 12.18. Survival of Representations. The representations of the Parties set forth in this Agreement shall survive the Closings.

ARTICLE XIII

ASSIGNMENT

Section 13.01. Assignment or Sale Prior to Completion of Construction. Prior to the Completion of Construction of the Project, the Company shall not assign any of its rights hereunder (a “Transfer”) without first obtaining the written consent of the City. Notwithstanding the foregoing, the City shall not withhold its consent if it is reasonably satisfied that the proposed assignee has significant

experience developing or managing industrial parks and the financial ability to complete the Project. Subject to the requirements of **Section 9.04**, and notwithstanding the foregoing, so long as the Company is not in default hereunder, the Company may (a) consummate a Transfer to an Affiliate without the necessity of obtaining the City's consent, or (b) collaterally assign this Agreement to lenders providing financing for the Project. Company shall notify City of any Transfer permitted hereunder within ten (10) days of closing on such assignment.

In the event of a Transfer pursuant to this **Section 13.01**, upon delivery to the City of an assumption document as described in **Section 13.02(b)** below, the Company shall be released from any further obligations set forth herein accruing after the date of such assignment.

Section 13.02. Assignment or Sale After Completion of Construction. Following Completion of Construction of the Project, this Agreement and the rights, duties and obligations hereunder as they relate to the each of the Project may be fully and freely assigned by the Company subject to the following:

(a) The Company shall represent to the City, and the City shall conclude that, in the sole reasonable opinion of the City the assignee has the financial capability to fulfill the obligations of the Company under this Agreement and possesses the management experience to operate the Project.

(b) Every assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Company under this Agreement and any agreements associated with the Tax Abatement and agree to be subject to all the conditions and restrictions to which the Company is subject.

In the event this Agreement is assigned in whole pursuant to this **Section 13.02** upon delivery to the City of the assumption document required by subparagraph (b), the Company shall be released from any further obligations set forth herein accruing after the date of such assignment. The Company shall notify City of any such assignment including presentation of the assumption of obligation instrument within ten (10) days of closing on such assignment. At all times, without the consent of the City, the Company may collaterally assign this Agreement to lenders providing financing for the Project.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Development and Performance Agreement on the date first written above.

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis
Mayor

(SEAL)

ATTEST:

Andrea Cunningham
City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Davis, the Mayor for the City of Belton, Missouri, a City existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

[SEAL]

My Commission Expires:

NORTHPOINT DEVELOPMENT, LLC

By: _____
Nathaniel Hagedorn, Manager

ACKNOWLEDGMENT

STATE OF _____)
) **ss.**
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the Manager of NorthPoint Development, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A

DESCRIPTION AND DEPICTION OF THE PROJECT SITE

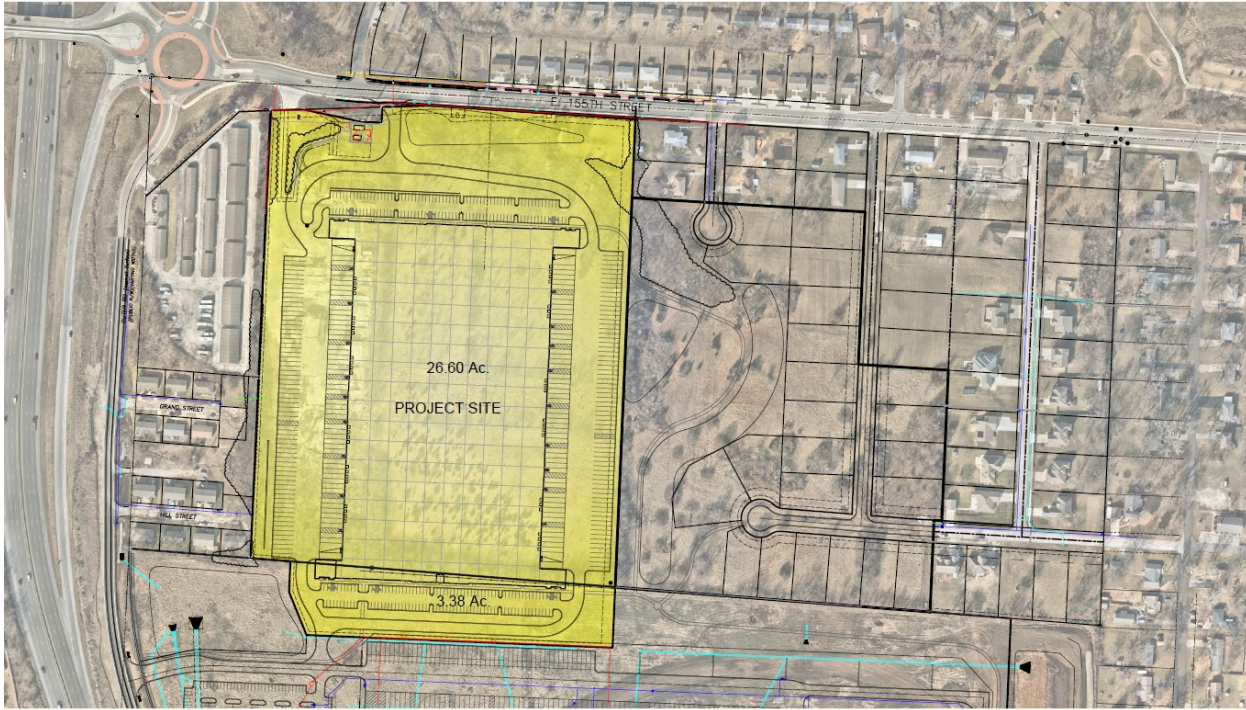


EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project consist of developing approximately 26.60 acres including the construction of a building ranging from ±501,000 square feet for Class A commercial or industrial use. Total build out is expected to be complete in 2 years.

EXHIBIT C

COMPANY PUBLIC IMPROVEMENTS

Company Public Improvements include the Water Line Improvements but specifically exclude the Company Water Lines described and defined in Section 6.10 of the Agreement.

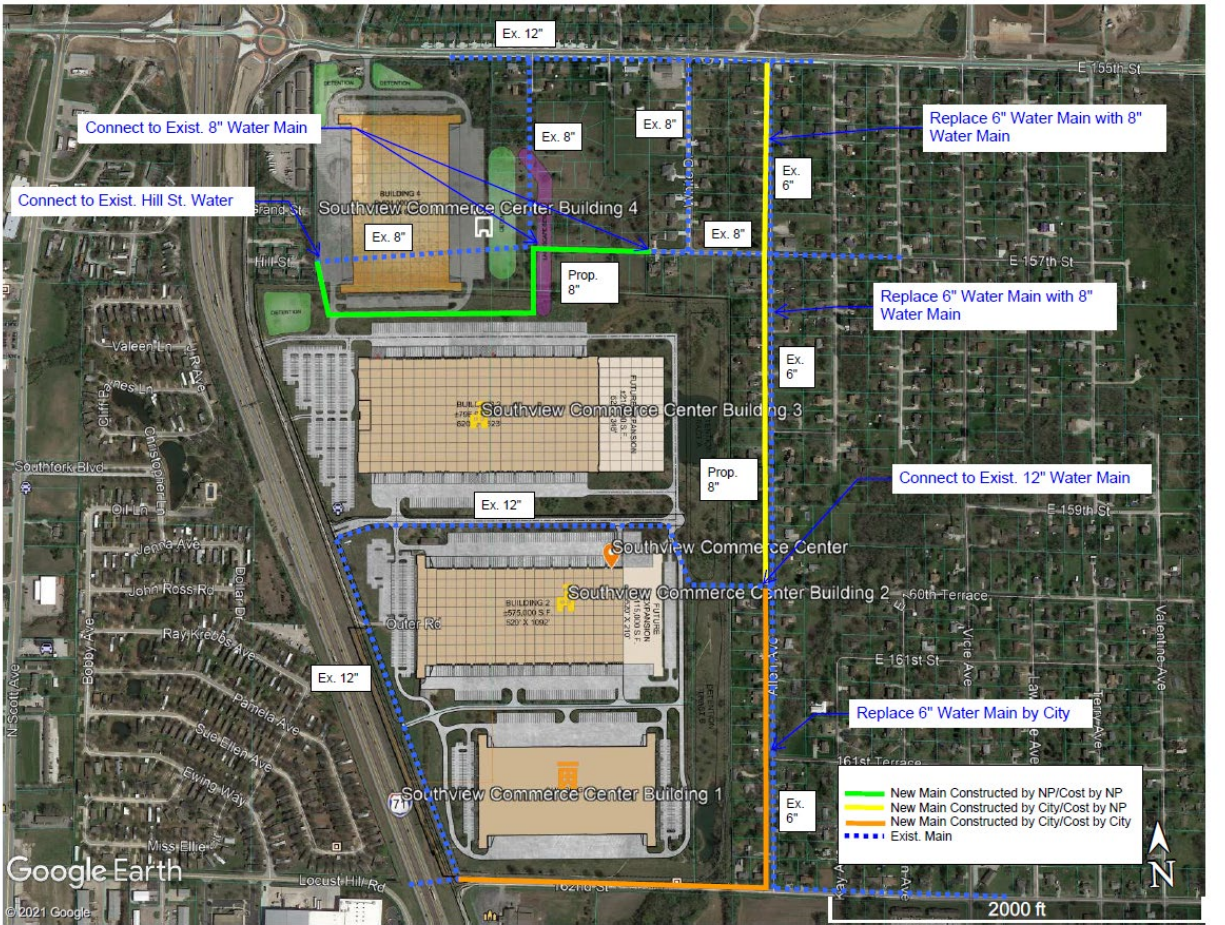


EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION OF CONSTRUCTION

CERTIFICATE OF COMPLETION OF CONSTRUCTION

The undersigned, NORTHPOINT DEVELOPMENT, LLC (the “Company”), pursuant to that certain DEVELOPMENT AND PERFORMANCE AGREEMENT (the “Development Agreement”) effective as of the _____ day of _____, 20__, by and between the CITY OF BELTON, MISSOURI (the “City”), a constitutional charter city organized and existing under the laws of the State of Missouri, and the Company, hereby certifies to the City as follows:

1. That as of _____, 20__, the construction of [Project No. ____] [the Company Public Improvements (as such terms are defined in the Development Agreement)] has been completed in accordance with the Development Agreement.

2. The [Project] [Company Public Improvements] have been completed and installed in a good and workmanlike manner and in accordance with the Plans & Specifications (as defined in the Development Agreement).

3. The acquisition, construction and installation of the [Project] [Company Public Improvements] have been substantially completed.

4. This Certificate of Completion of Construction is being issued by the Company to the City in accordance with the Development Agreement to evidence the Completion of Construction and the Company’s satisfaction of all obligations and covenants with respect to such construction.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

NORTHPOINT DEVELOPMENT, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF BELTON, MISSOURI

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT E

COMPANY ENGAGEMENT LETTER

_____, 2021

NorthPoint Development
4825 NW 41st Street #500
Riverside, Missouri 64150
Attention: Brent Miles

Re: Belton, Missouri Taxable Industrial Development Revenue Bonds (NorthPoint Development Project)

Dear Brent:

This letter is to confirm our engagement to serve as bond counsel in connection with the proposed issuance of the above-referenced bonds (the “*Bonds*”) in one or more series, the proceeds of which will be used to acquire and construct an industrial development project to be owned by the City of Belton, Missouri (the “*Issuer*”) and leased to NorthPoint Development, LLC, a Missouri limited liability company (“*Company*”). The purpose of this letter is to set forth our responsibilities and fees with respect to these transactions.

SCOPE OF ENGAGEMENT

In this engagement, as Chapter 100 bond counsel to the Issuer we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Bond Opinion*”) regarding the validity and binding effect of the Bonds, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and the lease of the Project to the Company and coordinate the authorization and execution of documents.
- (4) Prepare the Issuer’s declaration of official intent to reimburse Project Costs paid by the Company prior to the issuance of the Bonds.
- (5) Draft the necessary public notice and proceedings for the required public hearing with respect to the Bonds.
- (6) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.

- (7) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (8) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.
- (9) Prepare the Chapter 100 Plan and related documents and coordinate notice to the affected taxing jurisdictions and related matters.

Our Bond Opinion will be addressed to the Issuer and the Company and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “*Closing*”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials, officers of the Company and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the Company with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Company to provide us with complete and timely information on all developments pertaining to any aspect of the Project, the Bonds and the security for the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us and the Issuer. We assume that all other parties, including the Company, will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to the Company or any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for herein; the Company’s execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEEES

Although the Issuer will be our sole client, the Company will be responsible for paying our legal fees. Based upon an estimated principal amount of \$30,000,000, our fee as Chapter 100 Bond Counsel, including the Chapter 100 process, will be: (i) \$20,000 due within ten (10) days of approval of the Chapter 100 Plan and the Development and Performance Agreement, and (ii) \$30,000 for the Bonds. The full amount of the Bond fee for the Bonds will be payable at the time of issuance of the Bonds.

RECORDS

Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

If the foregoing terms are acceptable to you, please so indicate by return the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

ACCEPTED AND APPROVED:

NORTHPOINT DEVELOPMENT, LLC

By: _____

Name: _____

Its: _____

Date: _____, 2021

SECTION VI

B

AN ORDINANCE DECLARING THE RESULTS OF THE ANNUAL ELECTION OF MUNICIPAL OFFICERS OF THE CITY OF BELTON, MISSOURI.

WHEREAS, the election of municipal officers was held on Tuesday, April 6, 2021; and

WHEREAS, the County Clerk has certified the election results and those results are attached as **Exhibit A**.

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

Section 1. It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the annual election of municipal officers held April 6, 2021, in conformity with the laws of the State of Missouri, as follows:

For the office of Mayor:

CANDIDATE	TOTAL VOTES RECEIVED
Jeff Davis	536
Stephanie Jane Davidson	547
Norman K. Larkey, SR	912
Art Ruiz	495
Write-in	4

The City Council finds that Norman K. Larkey, SR is the candidate for the office of Mayor, for a four-year term, who received the highest number of votes, and he shall hold office for a term of four (4) years or until his successor is duly elected or appointed and qualified according to law.

For the office of Ward 1 Councilmember:

CANDIDATE	TOTAL VOTES RECEIVED
Tom MacPherson	259
Perry Gough	359
Write-in	12

The City Council finds that Perry Gough is the candidate for the office of Ward 1 Councilmember, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

For the office of Ward 2 Councilmember:

CANDIDATE	TOTAL VOTES RECEIVED
Angela Kraft	242
James Pryan	155
Daniel Roberts	76
Dean VanWinkle	181
Write-in	3

The City Council finds that Angela Kraft is the candidate for the office of Ward 2 Councilmember, for a three-year term, who received the highest number of votes, and she shall hold office for a term of three (3) years or until her successor is duly elected or appointed and qualified according to law.

For the office of Ward 3 Councilmember:

CANDIDATE	TOTAL VOTES RECEIVED
Allyson Lawson	450
Skyler Kee	170
Write-in	4

The City Council finds that Allyson Lawson is the candidate for the office of Ward 3 Councilmember, for a three-year term, who received the highest number of votes, and she shall hold office for a term of three (3) years or until her successor is duly elected or appointed and qualified according to law.

For the office of Ward 4 Councilmember:

CANDIDATE	TOTAL VOTES RECEIVED
Rob Powell	171
Gary Lathrop	98
Bret White	140
Steven Hackett	46
Wirte-in	4

The City Council finds that Rob Powell is the candidate for the office of Ward 4 Councilmember, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

Section 2. The City Council finds, declares, and determines that purusant to Section 3.8(a) of the Home Rule Charter of the City of Belton, Missouri that the persons herein indentified as receiving the highest number of votes for their respective offices are qualified to hold the same under the laws and constitution of the State of Missouri, the charter and ordinances of the City of Belton, Missouri, and other applicable law.

Section 3. The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part thereof.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: April 13, 2021

READ FOR THE SECOND TIME AND PASSED: April 13, 2021

Mayor Jeff Davis

Approved this ____ day of April, 2021.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13th day of April, 2021, and thereafter adopted as Ordinance No. 2021-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of April, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

Registered Voters 74,515 - Total Ballots 10,875 : 14.59%

41 of 41 Precincts Reporting 100.00%

MULLENDIKE SEWER DIST. BOARD MEMBER		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	1	
No Candidate Filed		
WRITE-IN	1	100.00%

ARCHIE MAYOR		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	71	
LESLIE L. WHITESIDE	62	87.32%
WRITE-IN	9	12.68%

PLEASANT HILL FPD DIRECTOR		
Number of Precincts	8	
Precincts Reporting	8	100.00%
Vote For 2		
Total Votes	2,013	
CINDY (ROSS) ALDRIGE	526	26.13%
MEGAN KLOTZ	464	23.05%
CRAIG ARMSTRONG	446	22.16%
JON C MOONEYHAM	562	27.92%
WRITE-IN	15	0.75%

ARCHIE COUNCILMAN EAST WARD		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	45	
SCOTT KENDRICK	26	57.78%
DAVID C. THURMAN	19	42.22%
WRITE-IN	0	0%

PLEASANT HILL FPD QUESTION 1		
Number of Precincts	8	
Precincts Reporting	8	100.00%
Total Votes	1,170	
YES	622	53.16%
NO	548	46.84%

ARCHIE COUNCILMAN WEST WARD		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	38	
IAN WADE	12	31.58%
WRITE-IN	26	68.42%

SOUTH METRO FPD DIRECTORS		
Number of Precincts	11	
Precincts Reporting	11	100.00%
Vote For 2		
Total Votes	4,420	
GREG POOL	1,392	31.49%
MARY LACY	1,741	39.39%
MICHAEL VanAKEN	1,269	28.71%
WRITE-IN	18	0.41%

BELTON MAYOR		
Number of Precincts	9	
Precincts Reporting	9	100.00%
Vote For 1		
Total Votes	2,494	
JEFF DAVIS	536	21.49%
STEPHANIE JANE DAVIDSON	547	21.93%
NORMAN K. LARKEY, SR	912	36.57%
ART RUIZ	495	19.85%
WRITE-IN	4	0.16%

Registered Voters 74,515 - Total Ballots 10,875 : 14.59%

41 of 41 Precincts Reporting 100.00%

BELTON COUNCILMEN WARD 1			
Number of Precincts	3		
Precincts Reporting	3	100.00%	
Vote For 1			
Total Votes	630		
TOM MacPHERSON	259	41.11%	
PERRY GOUGH	359	56.98%	
WRITE-IN	12	1.90%	

BELTON COUNCILMEN WARD 4			
Number of Precincts	3		
Precincts Reporting	3	100.00%	
Vote For 1			
Total Votes	459		
ROB POWELL	171	37.25%	
GARY LATHROP	98	21.35%	
BRET WHITE	140	30.50%	
STEVEN HACKETT	46	10.02%	
WRITE-IN	4	0.87%	

BELTON COUNCILMEN WARD 2			
Number of Precincts	3		
Precincts Reporting	3	100.00%	
Vote For 1			
Total Votes	657		
ANGELA KRAFT	242	36.83%	
JAMES PRYAN	155	23.59%	
DANIEL ROBERTS	76	11.57%	
DEAN VanWINKLE	181	27.55%	
WRITE-IN	3	0.46%	

CLEVELAND NORTH WARD ALDERMAN			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	30		
RAY MORGAN	29	96.67%	
WRITE-IN	1	3.33%	

BELTON COUNCILMEN WARD 3			
Number of Precincts	3		
Precincts Reporting	3	100.00%	
Vote For 1			
Total Votes	624		
ALLYSON LAWSON	450	72.12%	
SKYLER KEE	170	27.24%	
WRITE-IN	4	0.64%	

CLEVELAND SOUTH WARD ALDERMAN			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	8		
TOM REINTJES	8	100.00%	
WRITE-IN	0	0%	

CLEVELAND 3RD WARD ALDERMAN			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	9		
ALBERT "SKIP" MULLER	7	77.78%	
WRITE-IN	2	22.22%	

SECTION III

A

R2021-23

A RESOLUTION AUTHORIZING AND APPROVING A RENEWAL OF THE FOOD SERVICE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND BELTON REGIONAL MEDICAL CENTER, FOR FOOD SERVICES TO BELTON JAIL PRISONERS.

WHEREAS, the Belton Municipal jail facilities operates a correctional facility and desires to obtain the services of the Belton Regional Medical Center to provide food service for inmates at the facility; and,

WHEREAS, the Belton Police Department has entered into a food service agreement with the Belton Regional Medical Center for several years and found their services to be reliable and of high quality; and,

WHEREAS, this renewal agreement was recently negotiated and upgraded to meet City contract standards to cover the increased cost of food; and,

WHEREAS, the funding source for this agreement is the Belton Municipal Jail facilities budget 010-3900-400-4053 fund for the amount of \$50,000.00. The funding is included in the current year's budget; and

WHEREAS, the City Council believes this food service agreement to provide nutritional and cost-effective food to the jail prisoners is in the best interests of the City of Belton.

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

Section 1. That the City Council hereby authorizes and approves the Food Service Agreement, herein attached and incorporated as Exhibit "A" to this ordinance, for the food service to the jail prisoners.

Section 2. That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

Section 3. This this ordinance shall be in full force and effect from and after the date of its Passage and approval.

Duly read and passed this _____ day of _____ 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2021, and adopted at a regular meeting of the City Council held the ____ day of _____, 2021 by the following vote, to wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 13, 2021
ASSIGNED STAFF: Scott Lyons, Chief of Police
DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

Table with 4 columns: Ordinance, Resolution, Consent Item, Change Order, Agreement, Discussion, FYI/Update, Other, Motion.

ISSUE/REQUEST: Approving a 3-year agreement with Belton Regional Medical Center to provide food service for the Belton City Jail.

PROPOSED CITY COUNCIL MOTION: A Resolution authorizing and approving a renewal of the food service agreement between the City of Belton, Missouri, and Belton Regional Medical Center, for food services to Belton jail prisoners.

BACKGROUND: (including location, programs/departments affected, and process issues)

The Belton Regional Medical Center has been providing the meals for the jail for the past 26 years. This is a 3-year agreement and becomes effective May 1, 2021. This Food Service Agreement includes some price increases to the cost of meals

- Breakfast - \$3.89/meal to \$3.98/meal
Lunch Dinner - \$5.64/meal to \$5.80/meal
Milk - \$15.46/case to \$15.80/case
Silverware - \$38.53/case to \$39.47/case

IMPACT / ANALYSIS:

The Belton Regional Medical Center will provide two (2) meals per day, Monday through Saturday and breakfast on Sunday. The hospital will comply with the nutritional and calorie requirements set forth by the regulating bodies of the State of Missouri, including special diets when required.

FINANCIAL IMPACT

Contractor:	Belton Regional Medical Center
Amount of Request/Contract:	\$
Amount Budgeted:	\$ 50,000.00
Funding Source:	010-3900-400-4053
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION:
OTHER BOARDS & COMMISSIONS ASSIGNED:
Date:
Action:

List of reference Documents Attached:

Food Service Agreement

FOOD SERVICE AGREEMENT

THIS AGREEMENT entered into effective the 1st day of May, 2021, between Midwest Division – RBH, LLC, d/b/a **Belton Regional Medical Center** ("BRMC") and the **City of Belton Missouri** ("Belton").

WHEREAS, Belton operates a correctional facility and desires to obtain the services of BRMC to provide food service for inmates at the facility; and

WHEREAS, BRMC has the capability to and desires to provide food service to the correctional facility in Belton according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration the parties hereby agree as follows:

1. Term and Termination.

The term of this Agreement shall be for a period of three (3) years effective the 1st day of May, 2021, and shall expire at midnight on the 30th day of April, 2024.

2. The parties hereby agree that BRMC shall provide two (2) meals per day Monday through Saturday and breakfast on Sunday. It shall be the Responsibility of BRMC to assure that all meals provided to the inmates at the correctional facility shall comply with the nutritional requirements and calorie requirements set forth by the regulating bodies of the State of Missouri. In the event special diets are required for inmates, Belton shall provide to BRMC at least one week in advance, a written physician order specifying the special diet. The cost of said special diets shall be agreed upon by the parties and attached hereto as addendums to this Agreement prior to BRMC having responsibility for providing said special diets to inmates.

3. Hot and cold foods are to be served in containers that are pre-approved by Belton. It shall be the responsibility of Belton to transport all food from any BRMC facility to the correctional facility and BRMC shall have no responsibility for any of the food once it leaves the BRMC premises. Belton agrees to contact BRMC with the meal count using the cut off times of 8:30 a.m. for lunch and 2:00 p.m. for dinner, Monday through Saturday and 5:30 a.m. on Sunday for breakfast. Belton further agrees to pick up the meals from the BRMC facility at approximately 11:00 a.m. for the first meal and 4:30 p.m. for the second meal. Belton will assure that all jail personnel have proper identification including photo identification badges and BRMC shall have no responsibility for assuring that any party presenting him or herself as a representative of Belton shall actually be the representative of Belton. By accepting the food at the BRMC premises, Belton agrees that the food

complies with the terms of this Agreement and the applicable State law. BRMC further agrees to provide bread, salt and pepper with each meal.

4. BRMC shall furnish Belton with a weekly menu on a three-week cycle (delivered on Fridays) which is a series of carefully planned meals.
5. BRMC agrees to provide meal tickets to the jail administrator to be named by Belton for all meals served. All foods will be listed on the meal ticket including salt, pepper, fruit, slices of bread, and other foods of a like nature and all food exceptions to the regular diets shall be noted.
6. BRMC agrees to have its food preparation facilities inspected to verify that all food preparation areas are in compliance with local and state regulations and written verification thereof shall be provided to the jail administrator at least twice annually.
7. Unless inconsistent with state law, BRMC agrees to provide meals that meet nationally recommended dietary allowances. Lunch and dinner will be provided under the following guidelines: four (4) ounces of protein/meat, one half cup of vegetables, one half cup of starch/potato, eight (8) ounces of milk, one (1) serving of fruit, one (1) bread, one (1) dessert.
8. The parties agree that either party may cancel this contract upon ten (10) days written notice to the other party if for any reason either party fails to comply with all the provisions of this Agreement. It is the responsibility of the party alleging the breach of this Agreement that they notify the breaching party in writing of the alleged breach and the breaching party shall have five (5) days to correct the alleged breach. If the breach is not corrected by the end of said five (5) day period, this Agreement shall automatically terminate within ten (10) days thereafter. Either party may cancel this Agreement for any reason by giving the other party thirty (30) days written notice.
9. At all times hereunder, Belton shall be responsible for the disposal of all disposable containers and comply with all environmental rules and regulations. In the event any licenses or permits are required for BRMC to comply with the terms and conditions of this Agreement, Belton shall take all actions necessary to aid BRMC in obtaining the necessary approvals.
10. The parties agree that Belton shall be solely responsible for determining if a special diet is required to satisfy the medical needs or problems of any inmate and agrees to indemnify and hold harmless BRMC for any liability incurred

by BRMC as a result of information of any kind provided to BRMC by Belton which is the proximate cause of any injury caused to any inmate.

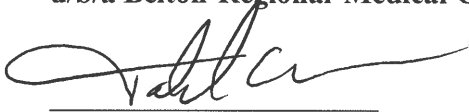
11. This Agreement constitutes the entire Agreement of the parties and no other agreements, whether written or oral, not herein contained shall be of any force or effect.
12. This Agreement shall at all times be consistent with guidelines of the American Correctional Association Standards for Adult Detention Facilities to the extent they are not inconsistent with the laws of the State of Missouri.
13. Cost of meals to be paid by Belton for the first year of the agreement shall be as follows, with a 2.5% increase in prices effective on May 1st of each subsequent year:

Breakfast - \$3.89/per meal
Lunch/Dinner - \$5.64/per meal
Milk - \$15.46 per case
Cereal-\$56.54 per case
Silverware-\$38.53 per case

BRMC shall invoice Belton by the tenth (10th) day of each month for the meals provided to Belton in the preceding month. Within thirty (30) days of receipt of said invoice, Belton shall remit payment to BRMC. Any amounts overdue more than five (5) days shall bear interest at a rate of 1½ percent per annum.

14. Warranty of Eligibility. Each party represents and warrants to the other party that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other party of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate this Agreement immediately for cause.

**Midwest Division - RBH, LLC
d/b/a Belton Regional Medical Center**



Todd Krass, CEO

Date 1/21/21

City of Belton, Missouri

Norman K. Larkey, Sr., Mayor

Date

SECTION III

B

R2021-24

A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW THE SOFTWARE SUBSCRIPTION WITH OMNIGO SOFTWARE.

WHEREAS, the Belton Police Department, Fire Department and jail have been using Omnigo Software as its software subscription service which contains all records pertaining to law enforcement and computer aided dispatch for the City of Belton; and

WHEREAS, Omnigo Software is the selected PSAP Dispatch Center's vendor for this service for Cass County; and

WHEREAS, the funding source for this subscription is the Belton Police Department's, Belton Fire Department's and Municipal Jail's programming fund for the amount of \$63,176.23; and

WHEREAS, the City Council believes that the renewal of this software subscription from Omnigo Software to keep the records for the Belton Police Department, Belton Fire Department and Jail functioning properly is in the best interests of the City of Belton.

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

SECTION 1. That the City Council hereby authorizes the renewal of the Software Subscription with Omnigo Software, herein attached and incorporated as **Exhibit A** to this ordinance.

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

Duly read and passed this _____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of _____, 2021, and adopted at a regular meeting of the City Council held the ___ day of _____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 13th, 2021
ASSIGNED STAFF: Scott A. Lyons, Chief of Police
DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

Table with 4 columns: Ordinance, Resolution, Consent Item, Change Order, Agreement, Discussion, FYI/Update, Other, Motion.

ISSUE/REQUEST: Approval for payment of annual subscription of Jail, Records Management and Dispatch Interface from Omnigo Software for FY21 in the amount of \$63,176.23 is hereby requested.

PROPOSED CITY COUNCIL MOTION: A resolution authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Omnigo Software.

BACKGROUND: (including location, programs/departments affected, and process issues)
The Police Department, Fire Department and Jail utilize software for records management, computer aided dispatch and jail management. This is a continuation of a subscription service which includes updates and maintenance service.
IMPACT / ANALYSIS:
The expenditures are in the budgeted amount for FY22.

FINANCIAL IMPACT

Contractor:	Omnigo Software
Amount of Request/Contract:	\$ 63,176.23
Amount Budgeted:	\$ Jail \$5,082.66 Police \$56,565.92
Funding Source:	\$ 5,082.66 010-3900-400-3015 \$56,565.92 010-3800-400-3015 \$ 1,527.65 010-3600-400-2015 Fire Department
Additional Funds	\$
Funding Source	
Encumbered:	\$-0-
Funds Remaining:	\$

TIMELINE	Start: 4/13/2021	
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		
STAFF RECOMMENDATION:		
OTHER BOARDS & COMMISSIONS ASSIGNED:		
Date:		
Action:		

List of reference Documents Attached:

Omnigo Software Renewal Quote
Memo: Lieutenant Shriver



**Belton Police
Department**

Memo

To: Chief Scott Lyons
From: Lt. Norman Shriver
Date: 03-19-21
Re: Omnigo Software Renewal

It is time to renew our yearly subscription with Omnigo Software for our records management, computer aided dispatch, jail management and other interfaces that are part of our normal operations. The cost of the software is \$63,176.23. Money was budgeted for this cost in the police department's and jail programming account. \$1,527.65 is to be paid out the fire department's account for the Imagetrend interface. The invoice is attached to this memo.

I request this be placed on the April 13th 2021 city council agenda for their approval.

Respectfully submitted.

A handwritten signature in cursive script, appearing to read "Lt. Norman Shriver".

Lt. Norman Shriver



Omnigo Software
 10430 Baur Blvd
 Saint Louis MO 63132-1905
 United States
 Phone 800-814-4843
www.omnigo.com

Invoice: I-OS008048
 Invoice Date: 3/17/2021
 Due Date: 4/16/2021

Bill To

BELTON POLICE DEPARTMENT
 7001 East 163rd Street
 Belton Missouri 64012
 United States

Ship To

BELTON POLICE DEPARTMENT
 7001 E 163rd St
 Belton MO 64012-4614
 United States

Client ID: 1004282		PO #:		Quote #: Q-18183	
Product Description	Start Date	End Date	Cost	Qty	Amount
Interface, Summons Import for Handheld Ticketwriter - Client Premise	5/1/2021	4/30/2022	\$1,070.78	1	\$1,070.78
Interface, MO Incident Based Reporting - Client Premise	5/1/2021	4/30/2022	\$0.00	1	\$0.00
Enterprise Framework - Client Premise	5/1/2021	4/30/2022	\$6,206.98	1	\$6,206.98
Workstation / Mobile Map (web based) - Client Premise	5/1/2021	4/30/2022	\$535.39	1	\$535.39
License & Registrations - Client Premise	5/1/2021	4/30/2022	\$1,331.34	1	\$1,331.34
Law Enforcement Records Management - Client Premise	5/1/2021	4/30/2022	\$10,304.51	1	\$10,304.51
Interface, MO Accident (STARS 2012 - electronic submission) - Client Premise	5/1/2021	4/30/2022	\$1,220.69	1	\$1,220.69
Jail Management - Client Premise	5/1/2021	4/30/2022	\$5,082.66	1	\$5,082.66
Mobile License - Client Premise	5/1/2021	4/30/2022	\$1,381.31	20	\$27,626.20
Interface, Livescan - Sagem Morpho - Client Premise	5/1/2021	4/30/2022	\$1,056.51	1	\$1,056.51
Regional Data Sharing - Client Premise	5/1/2021	4/30/2022	\$0.00	1	\$0.00
Asset / Fleet Management - Client Premise	5/1/2021	4/30/2022	\$1,502.67	1	\$1,502.67
Interface, ImageTrend EMS/Fire - Client Premise	5/1/2021	4/30/2022	\$1,527.65	1	\$1,527.65
Interface, MO Accident (STARS 2012 - print submission) - Client Premise	5/1/2021	4/30/2022	\$0.00	1	\$0.00
Interface, NCIC REJIS - Client Premise	5/1/2021	4/30/2022	\$5,710.85	1	\$5,710.85



Please pay promptly. Invoices not paid by the due date may cause an interruption in service.

Refer all questions to:
Accounts Receivable
800-814-4843 Ext. 304
AR@omnigo.com

Please reference invoice # I-OS008048 on your payment.
Thank you for your business.

Remit To:
Omnigo Software
PO Box 734008
Chicago, IL 60673-4008

Invoice:

Invoice Date:

Due Date:

I-OS008048

3/17/2021

4/16/2021

Subtotal	USD \$63,176.23
Sales Tax	\$0.00
Ship & Hand.	
Total Invoice	\$63,176.23
Payment Rcvd.	\$0.00
Total Due \$	USD \$63,176.23

SECTION III

C

R2021-25

A RESOLUTION FORMALLY ACCEPTING THE ASPEN DENTAL NEW PUBLIC INFRASTRUCTURE OF 80 FEET OF RIGHT TURN LANE, 42 FEET OF STORM PIPE, AND ONE CURB INLET WITH TWO-YEAR MAINTENANCE BONDS IN THE AMOUNT OF \$29,194.00.

WHEREAS, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton according to the following:

- (a) Developer shall submit one original on Mylar and four copies of "as built" plans to the City Engineer prior to requesting final acceptance of improvements.
- (b) Upon the determination by the City Council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the City Council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.
 - (1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.
 - a. Maintenance bond written by a bonding company, or
 - b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or
 - c. Upon approval of the City Council, a personal surety bond; and

WHEREAS, Aspen Dental new public infrastructure was installed, inspected, and tested per City of Belton standards including 80 feet of right turn lane, 42 feet of storm pipe, and one curb inlet; and

WHEREAS, the City has received two-year maintenance bonds for the above-mentioned new public infrastructure in the amount of \$29,194.00; and

WHEREAS, the City Council believes that the formal acceptance and guarantee of maintenance of this public infrastructure is in the best interest of the City and its transportation and water systems.

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

SECTION 1. That the Aspen Dental right turn lane, storm pipe, and curb inlet are hereby formally accepted by the City of Belton and shall become the property of the City.

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

Duly read and passed this ____ day of ____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2021, and adopted at a regular meeting of the City Council held the ____ day of ____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 7, 2021

DIVISION: Public Works Engineering

COUNCIL: **Regular Meeting** **Work Session** **Special Session**

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

ISSUE/RECOMMENDATION:

As is required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton, this is a procedural item for acceptance of new public infrastructure constructed and completed with the installation of a right turn lane, storm pipe, and curb inlet to service the Aspen Dental site. These public improvements consist of the following:

- 80 feet of right turn lane
- 42 feet of storm pipe
- One (1) curb inlet

These improvements have been installed, inspected, and tested per City of Belton standards. The City has received two-year maintenance bonds for the above-mentioned public improvements in the amount of \$29,194.00.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution formally accepting the Aspen Dental new public infrastructure of 80 feet of right turn lane, 42 feet of storm pipe, and one curb inlet with two-year maintenance bonds in the amount of \$29,194.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Infrastructure Acceptance Memo with Site Map



*CITY OF BELTON – PUBLIC WORKS
MEMORANDUM*

PUBLIC WORKS

Date: March 29, 2021
To: Greg Rokos, Director of Public Works
From: Ron Raines, Senior Engineering Technician
Subject: Formal Acceptance of the Right Turn Lane and Storm Sewer Improvements to Service the Aspen Dental Site

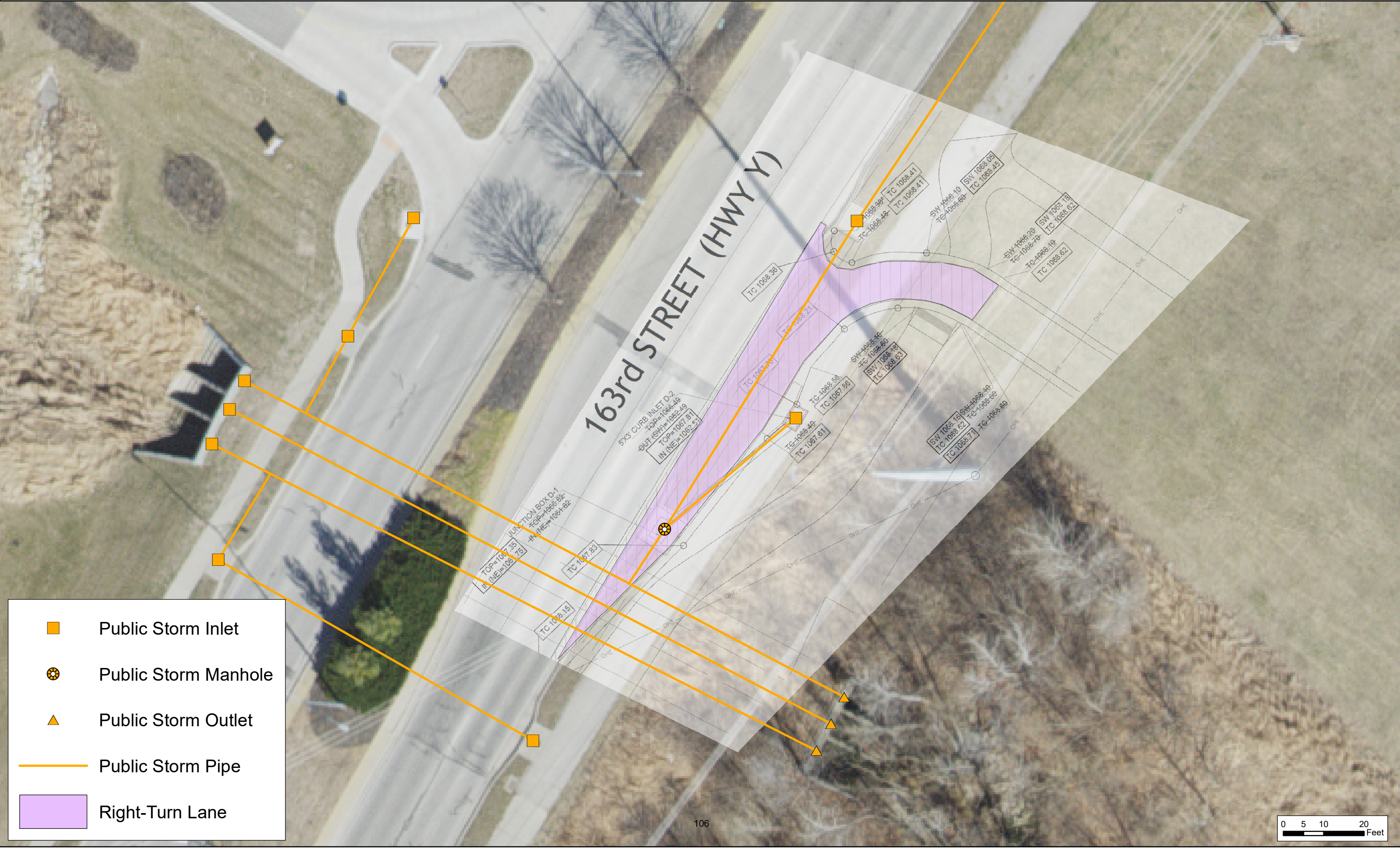
The right turn lane and storm sewer improvements installed to service the Aspen Dental site are complete. These improvements include 80 feet of right turn lane, 42 feet of storm pipe, and one curb inlet. The City has received maintenance bonds for the above-mentioned public improvements in the amount of \$29,194.00.

These improvements are ready to be presented to the City Council during a regular session for formal acceptance by resolution.

Enclosure: Map of Improvements



Aspen Dental Turn Lane



SECTION IV

A

BILL NO. 2021-22

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AMENDING CHAPTER 2, ARTICLE III, DIVISION 7 OF THE CODE OF ORDINANCES, CITY OF BELTON, MISSOURI TO CONFORM CERTAIN AMENDMENTS APPROVED BY THE QUALIFIED VOTERS OF THE CITY OF BELTON, MISSOURI TO THE CHARTER OF THE CITY OF BELTON, MISSOURI AS IT RELATES TO THE CHIEF OF POLICE.

WHEREAS, on November 6, 2018, the qualified voters of the City of Belton, Missouri (the “City”) approved Question No. 1, which stated “[s]hall the City of Belton amend the Charter to delete Article VIII setting forth an elected Chief of Police and provide instead for an appointed Chief of Police in the same manner as all other department directors under the charge of the City Manager effective April 13, 2021 at the end of the Chief of Police’s elected term”; and

WHEREAS, Chapter 2, Article III, Division 7 of the Code of Ordinances, City of Belton, Missouri, incorporates into the Code of Ordinances certain provisions of the deleted Article VIII of the Charter; and

WHEREAS, the City Council desires to amend the Code of Ordinances to conform to the voter approved revisions to the Charter as they relate to the Chief of Police.

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

Section 1. Chapter 2, Article II, Division 7 of the Code of Ordinances, City of Belton, Missouri is amended to read as set forth in the attached **Exhibit A** incorporated as if fully set forth herein by reference hereto.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Norman K. Larkey, Sr.

Approved this ____ day of ____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

EXHIBIT A.
PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. - DEPARTMENTS
DIVISION 7. POLICE DEPARTMENT

DIVISION 7. POLICE DEPARTMENT

Sec. 2-833. Police department and general responsibility of chief of police.

There shall be a police department directed and supervised by the chief of police. The chief of police shall direct the police work of the city and be responsible for the enforcement and maintenance of law and order as prescribed by ordinances.

Sec. 2-834. Qualifications; election and term.

- (a) *Qualifications.* The chief of police shall possess the following minimum qualifications:
- (1) The chief of police shall be or become a resident of the city in conformance with Section 2-347 of the Belton Code.
 - (2) Possess a bachelors, or higher, degree from an accredited college or university in the field of public administration, criminal justice or other related fields; or equivalent combination of training and experience which provides comparable knowledge, abilities and skills.
 - (3) Considerable knowledge of the principles and practices of modern police administration and police methods.
 - (4) Considerable knowledge of the principles and accepted good practices and procedures as applied to patrol, traffic control, criminal investigation and crime prevention.
 - (5) Knowledge of the standards by which the quality of police service is evaluated and of the use of police records and their application to police administration.
 - (6) Knowledge of the types and uses of firearms, communications and automotive equipment in modern police work.
 - (7) Knowledge of the functions of federal, state and local jurisdictions and authorities as they relate to police work.
 - (8) Ability to establish and maintain effective working relationships with other city officials, state, county and federal authorities, civic leaders and the general public.
- (b) *Appointment.* The chief of police shall be appointed in the same manner as all other department directors under the charge of the City Manager

Sec. 2-835. Administration.

The city council shall provide the chief of police with an annual police department budget and capital program pursuant to the requirements of law, the city Charter or ordinance. All personnel of the police department shall be subject to the administrative policies and procedures of the city, including the personnel code.

Sec. 2-836. General powers and duties of the chief of police.

- (a) The chief of police shall:
 - (1) Formulate and prescribe work methods and procedures to be followed by members of the department;
 - (2) Appraise conditions of work in the department and take necessary steps to improve police operations;
 - (3) Plan and supervise the enforcement of traffic and safety regulations and crime prevention and detection activities;
 - (4) Supervise the guidance and control of juvenile offenders;
 - (5) Prepare a complete report each year of the financial requirements of the department;
 - (6) Attend meetings and conferences; and
 - (7) Perform related work as required.
- (b) On an annual basis prior to budget consideration, the chief of police shall present to the city council the police department budget, including recommendations of personnel positions to efficiently perform the duties and responsibilities of the department. The city council shall make final city budget decisions.
- (c) The chief of police shall organize the department in such a manner as to efficiently and properly conduct the duties and responsibilities of the department as prescribed by law.
- (d) The chief of police shall assign officers to each division of the department. Reassignment from one division to another shall only be made by the chief of police.
- (e) The chief of police is authorized to establish a police reserve unit.
- (f) The animal control function shall work under the supervision of the police chief.
- (g) The chief of police shall at all times be subject to and operate within the approved budget, personnel code and administrative procedures of the city.

Sec. 2-837. Compensation.

The city council shall determine the annual compensation of the chief of police as approved in the city's annual budget.

Sec. 2-838. Prohibition; holding other office.

Except where authorized by law, or pursuant to an agreement between the city and another entity of government, no chief of police shall hold any other city office or city employment during the term for which the chief of police was elected, and no former chief of police shall hold any compensated appointive city office or city employment until one year after the expiration of the term for which the chief of police was elected.

Sec. 2-839. Reserved.

Sec. 2-840. Operations manual adopted.

The conduct of operations of the police department of the city shall be subject to the city police operations manual, a copy of which is available in the office of the city clerk and in the office of the chief of police.

Secs. 2-841—2-858. Reserved.



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 13, 2021

DIVISION: Attorney

COUNCIL: **Regular Meeting** **Work Session** **Special Session**

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

BACKGROUND:

On November 6, 2018, the qualified voters of the City of Belton approved amending the Charter to delete Article VIII setting forth an elected Chief of Police and instead providing for an appointed Chief of Police.

This ordinance will align Chapter 2 of the City Code of Ordinances to the voter-approved Charter revisions.

STAFF RECOMMENDATION:

Staff recommends approval of this code amendment to align with the voter-approved Charter revisions.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Redline attached

EXHIBIT A.

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. - DEPARTMENTS
DIVISION 7. POLICE DEPARTMENT

DIVISION 7. POLICE DEPARTMENT

Sec. 2-833. Police department and general responsibility of chief of police.

There shall be a police department directed and supervised by the chief of police. The chief of police shall direct the police work of the city and be responsible for the enforcement and maintenance of law and order as prescribed by ordinances.

Sec. 2-834. Qualifications; election and term.

(a) *Qualifications.* The chief of police shall possess the following minimum qualifications:

- (1) The chief of police shall ~~have been~~ be or become a resident of the city ~~for two years next preceding election and a qualified voter and shall remain a resident and qualified voter in conformance with Section 2-347 of the city for the term of the office~~ Belton Code.
- (2) Possess a bachelors, or higher, degree from an accredited college or university in the field of public administration, criminal justice or other related fields; or equivalent combination of training and experience which provides comparable knowledge, abilities and skills.
- (3) Considerable knowledge of the principles and practices of modern police administration and police methods.
- (4) Considerable knowledge of the principles and accepted good practices and procedures as applied to patrol, traffic control, criminal investigation and crime prevention.
- (5) Knowledge of the standards by which the quality of police service is evaluated and of the use of police records and their application to police administration.
- (6) Knowledge of the types and uses of firearms, communications and automotive equipment in modern police work.
- (7) Knowledge of the functions of federal, state and local jurisdictions and authorities as they relate to police work.
- (8) Ability to establish and maintain effective working relationships with other city officials, state, county and federal authorities, civic leaders and the general public.

(b) ~~Election term at each regular municipal election.~~ Appointment. The chief of police shall be ~~elected by appointed in the qualified voters same manner as all other department directors under the charge~~ of the city ~~at large to serve a four year term as provided by Charter section 17.2(d).~~ City Manager

Sec. 2-835. Administration.

The city council shall provide the chief of police with an annual police department budget and capital program pursuant to the requirements of law, the city Charter or ordinance. All personnel of the police department shall be subject to the administrative policies and procedures of the city, including the personnel code.

Sec. 2-836. General powers and duties of the chief of police.

- (a) The chief of police shall:
- (1) Formulate and prescribe work methods and procedures to be followed by members of the department;
 - (2) Appraise conditions of work in the department and take necessary steps to improve police operations;
 - (3) Plan and supervise the enforcement of traffic and safety regulations and crime prevention and detection activities;
 - (4) Supervise the guidance and control of juvenile offenders;
 - (5) Prepare a complete report each year of the financial requirements of the department;
 - (6) Attend meetings and conferences; and
 - (7) Perform related work as required.
- (b) On an annual basis prior to budget consideration, the chief of police shall present to the city council the police department budget, including recommendations of personnel positions to efficiently perform the duties and responsibilities of the department. The city council shall make final city budget decisions.
- (c) The chief of police shall organize the department in such a manner as to efficiently and properly conduct the duties and responsibilities of the department as prescribed by law.
- (d) The chief of police shall assign officers to each division of the department. Reassignment from one division to another shall only be made by the chief of police.
- (e) The chief of police is authorized to establish a police reserve unit.
- (f) The animal control function shall work under the supervision of the police chief.
- (g) The chief of police shall at all times be subject to and operate within the approved budget, personnel code and administrative procedures of the city.

Sec. 2-837. Compensation.

The city council shall determine the annual compensation of the chief of police ~~by ordinance, but no ordinances changing such compensation shall become effective for the chief of police until the commencement of a new term of office.~~ as approved in the city's annual budget.

Sec. 2-838. Prohibition; holding other office.

Except where authorized by law, or pursuant to an agreement between the city and another entity of government, no chief of police shall hold any other city office or city employment during the term for which the chief of police was elected, and no former chief of police shall hold any compensated appointive city office or city employment until one year after the expiration of the term for which the chief of police was elected.

Sec. 2-839. ~~Vacancies; forfeiture of office; filling of vacancies.~~

~~(a) Vacancies. The office of a chief of police shall become vacant upon the chief of police's death, resignation, recall or removal from office in any manner authorized by the city Charter or by law, or upon forfeiture of the office.~~

~~(b) Forfeiture of office. A chief of police shall forfeit office:~~

~~(1) If at any time during the term of office a chief of police becomes ineligible for the office as provided under the city Charter or by operation of law;~~

~~(2) If a chief of police violates any prohibition as provided in Charter section 8.6; or~~

~~(3) If a chief of police willfully violates the requirements of Charter section 15.1.~~

~~(c) *Filling of vacancies.* The city council by a majority vote of all its members shall appoint a qualified person to fill a chief of police vacancy until the next regular municipal election as established by the state election calendar in accordance with state law, for which timely notice may be given, when a person will be elected by qualified voters to serve the remainder of the unexpired term.~~

Reserved.

Sec. 2-840. Operations manual adopted.

The conduct of operations of the police department of the city shall be subject to the city police operations manual, a copy of which is available in the office of the city clerk and in the office of the chief of police.

(Code 1976, § 2-146; Ord. No. 75-802, § 1, 12-9-1975)

Secs. 2-841—2-858. Reserved.

SECTION IV

B

AN ORDINANCE ACCEPTING A KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) GRANT TO ASSIST IN FUNDING SUPPLEMENTAL OATS, INC. TRANSPORTATION DAYS WITHIN THE CITY OF BELTON, MISSOURI.

WHEREAS, the Kansas City Area Transportation Authority (KCATA) offers grants to city and county government, businesses, and nonprofit organizations to increase enhanced mobility of seniors and individuals with disabilities; and

WHEREAS, the city has received notification that the KCATA has awarded the City of Belton a total of six thousand nine hundred and twelve (\$6,912.00) dollars to expand OATS, INC. transportation services from one (1) day a month to four (4) days a month; and

WHEREAS, the City of Belton will provide a twenty (20) percent match in the amount of one thousand seven hundred and twenty eight (\$1,728.00) dollars and a one (1) percent project fee in the amount of eighty six dollars and 40 cents (\$86.40); and

WHEREAS, the City has determined that it is in the best interest of the City to partner with the KCATA to provide these additional transportation days to assist disadvantaged individuals with increased opportunities for transportation support.

WHEREAS, the services associated with this grant, as awarded, will commence on May 5, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI.

Section 1. That the City Council hereby authorizes and approves the execution of the Agreement herein attached and incorporated in this Ordinance as **Exhibit “A”**.

Section 2. That the City Manager is hereby authorized to sign the Agreement on behalf of the City.

Section 3. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Norman K. Larkey, Sr.

Approved this ____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

EXHIBIT A

KANSAS CITY AREA TRANSPORTATION AUTHORITY

SUB-AWARD GRANT AGREEMENT

(1) Pass- Through Entity	(2) SUB-AWARDEE
Kansas City Area Transportation Authority	Belton, Missouri
(3) Federal Awarding Agency	(4) SUB-AWARDEE's Project Number
Federal Transit Administration	MO-2020-005-02-01
(5) CFDA Program Number & Name	(6) Federal Award Identification Number (FAIN)
20.513 Enhanced Mobility of Seniors and Individuals with Disabilities Program	MO-2020-005-02-01
(7) Federal Award Authorization Date	(8) SUB-AWARDEE's DUNS Number
February 25, 2021	009487612
(9) Research & Development Subaward	(10) SUB-AWARDEE's Indirect Cost Rate
Not R & D Subaward	This subaward does not include indirect cost rate.
(11) Subaward Period of Performance	
November 18, 2020 through December 30, 2022	
(12) Federal \$ Obligated by this Action by KCATA to the SUB-AWARDEE	
\$6,912	
(13) Total Federal \$ Obligated to the SUB-AWARDEE by KCATA, Including Current Obligation	
\$6,912	
(14) Total Federal Award \$ Committed to the SUB-AWARDEE by KCATA	
\$6,912	
(15) Federal Subaward Project Description: Contractual Operating Assistance to provide demand response transportation service to the City of Belton's Elderly and Individuals with Disabilities.	

**SUB-AWARD AGREEMENT
BETWEEN**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
AND
CITY OF BELTON, MISSOURI
FOR**

**Enhanced Mobility of Seniors and Individuals with Disabilities Program:
Contractual Operating Assistance**

CFDA 20.513

THIS SUBAWARD AGREEMENT (hereafter AGREEMENT) is made by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereafter "KCATA"), a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and the **CITY OF BELTON, MISSOURI** (hereafter "SUB-AWARDEE") with offices at 506 Main, Belton, Missouri 64012.

WITNESSETH:

WHEREAS, the KCATA, the designated recipient of Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (hereafter "Enhanced Mobility"), and the SUB-AWARDEE, pursuant to the provisions of the Moving Ahead for Progress in the 21st Century Act (hereafter "MAP-21) and the Fixing America's Surface Transportation Act (FAST ACT) and any amendments thereto, are authorized to enter into this agreement pertaining to federal funding committed for Enhanced Mobility funding under the jurisdiction of the KCATA; and

WHEREAS, KCATA is the primary recipient of funding under Federal Transit Administration (hereafter "FTA") Project MO-2020-005-02-01, and the responsible entity for the disbursement of federal project funding; and

WHEREAS, the SUB-AWARDEE's project, CITY OF BELTON, MISSOURI-CONTRACTUAL OPERATING ASSISTANCE (hereafter "PROJECT") is consistent with the region's Coordinated Public Transit-Human Service Plan; and the SUB-AWARDEE's project detailed below is included in grant MO-2020-005-02-01;

<u>Description of Project</u>	<u>FTA Code</u>	<u>Federal Funds Ceiling % Federal Participation</u>	
City of Belton, Missouri Contractual Operating Assistance	11.71.13	\$6,912	80%

NOW, THEREFORE, in consideration of these mutual covenants and promises herein set forth, the KCATA and the SUB-AWARDEE agree as follows:

1. This AGREEMENT is effective as of FTA's Missouri STIP and pre-award authority date of November 18, 2020 and entered into on the last date affixed below by the signatory KCATA and the SUB-AWARDEE. PROJECTS are expected to begin no later than 120 days after the contract start date. This AGREEMENT shall remain in effect until December 30, 2022, unless terminated or otherwise modified in an Amendment.
2. The SUB-AWARDEE shall proceed with implementation of the PROJECT, as detailed in KCATA's grant application, MO-2020-005-02-01. The SUB-AWARDEE shall at all times comply with all applicable FTA requirements and guidelines as outlined in Appendix A of this Agreement. In the event of any noncompliance with FTA requirements and guidelines that creates an obligation to repay grant funds to the FTA, it will be the SUB-AWARDEE's obligation to make such repayment, and the SUB-AWARDEE will indemnify KCATA against and hold harmless from any obligation or liability with respect to such repayment.
3. THE KCATA shall reimburse the SUB-AWARDEE for eligible costs of implementing said PROJECT at the participation rate and subject to the funding ceiling delineated above. The SUB-AWARDEE shall submit reimbursement requests to KCATA no more frequently than monthly. All costs to be reimbursed under this AGREEMENT shall be supported by sufficient documentation evidencing that those costs were specifically incurred and paid. Documentation shall clearly indicate that the SUB-AWARDEE has provided its minimum required 20% local match of funding. All documentation of reimbursable costs and local match shall be clearly identified and readily accessible.
4. The SUB-AWARDEE agrees to supply quarterly reports required by KCATA, utilizing report forms supplied or approved by the KCATA. Quarterly Reports shall be submitted by the 15th of the month following calendar quarters ending in December, March, June and September. These reports include: Program Performance Report – reporting applicable program performance measures, Activity Report and Project Expenditure Report.

All reports and submissions from the SUB-AWARDEE concerning this AGREEMENT shall be sent to:

Tracey Logan, Manager, Grants and DBE
KCATA
1200 E 18th Street
Kansas City, MO 64108

Communications regarding this AGREEMENT shall be exchanged with Tracey Logan, (816) 346-0225 or via email tlogan@kcata.org.

5. The SUB-AWARDEE agrees to have an annual audit conducted in accordance with 2 CFR 200 (previously referred to as OMB Circular A-133) if Federal award expenditures are \$750,000 or more in the past fiscal year. A copy of the 2 CFR 200 required audit is to be submitted to the Federal audit clearinghouse within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period, whichever occurs earlier.
6. The SUB-AWARDEE binds themselves, their successors, assignees, executors and administrators in respect to all covenants of this AGREEMENT. The SUB-AWARDEE shall not sign, sublet or transfer their interest in this AGREEMENT without the written consent of KCATA.
7. This AGREEMENT represents the entire and integrated agreement between parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by all parties.
8. KCATA's grant application, MO-2020-005-02-01, links to the Master Agreement and Certifications and Assurances documents hereto attached, and all applicable Federal, State and Local statutes and regulations are incorporated into this AGREEMENT by this reference and are binding upon the SUB-AWARDEE.

The FTA has issued a guidance circular for the Enhanced Mobility program, FTA Circular 9070.1G. This circular is available on the FTA website at:

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/enhanced-mobility-seniors-and-individuals-disabilities>

Chapter eight of the circular summarizes applicable FTA and other Federal requirements.

9. The following Appendices are attached hereto as part of this AGREEMENT. This AGREEMENT and any amendments issued hereafter constitute the entire AGREEMENT between the KCATA and the SUB-AWARDEE.

Appendix A - Contract Conditions/Federal Requirements
Appendix B - MO-2020-005-02-01 Grant Agreement
Appendix C - Master Agreement (weblink)
Appendix D - FTA Certifications and Assurances (weblink)

10. This subaward is not for research or development.
11. This subaward does not include indirect cost.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

Kansas City Area Transportation Authority

Charles M. Letcher
Charles Letcher
Director of Finance

Date: March 11, 2021

SUB-AWARDEE Authorized Official

Date: _____

Appendix A
Contract Conditions/Federal Requirements

1. BREACH OF CONTRACT; REMEDIES

- A. If SUBRECIPIENT shall fail, refuse or neglect to comply with the terms of this AGREEMENT, such failure shall be deemed a total breach of AGREEMENT and the SUBRECIPIENT shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this AGREEMENT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

2. CIVIL RIGHTS

- A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the SUBRECIPIENT agrees to comply with provisions of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA recipients," 05-13-07 and other applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this AGREEMENT:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the SUBRECIPIENT agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the AGREEMENT. The SUBRECIPIENT agrees to take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 U.S.C. §5332, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the SUBRECIPIENT agrees that it will not discriminate against individuals on the basis of disability. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.
 4. Promoting Free Speech and Religious Liberty. The recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination
- C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. SUBRECIPIENT also agrees to comply with any implementing requirements FTA may issue.

- D. **Environmental Justice.** Except as the Federal Government determines otherwise in writing, the SUBRECIPIENT agrees to promote environmental justice by:
1. Following and facilitating compliance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, and
 2. Following DOT Order 5620.3, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997.
- E. SUBRECIPIENT understands that it is required to include this Article in all SUB-AGREEMENTS. Failure by the SUBRECIPIENT to carry out these requirements or to include these requirements in any SUB-AGREEMENT is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the SUBRECIPIENT from future awards as non-responsible.

3. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- B. This AGREEMENT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 15.0 percent. A separate contract goal **has not been** established for this AGREEMENT.
- C. The SUBRECIPIENT shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age in the performance of this AGREEMENT. The SUBRECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as KCATA deems appropriate. Each subcontract the SUBRECIPIENT signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- D. The SUBRECIPIENT may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may be given if the SUBRECIPIENT has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the SUBRECIPIENT must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The SUBRECIPIENT must give the DBE five days to respond to the SUBRECIPIENT's notice and advise KCATA and the SUBRECIPIENT of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the SUBRECIPIENT's action. If

required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

4. EMPLOYEE PROTECTIONS

- A. **Public Transportation Employee Protective Arrangements (Standard).** To the extent that the FTA determines that transit operations are involved, the SUBRECIPIENT agrees to carry out the transit operations work on this AGREEMENT in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this AGREEMENT and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SUBRECIPIENT agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this AGREEMENT.
- B. **Public Transportation Employee Protective Arrangements (for Elderly and Disabled Transportation).** If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this AGREEMENT, the SUBRECIPIENT agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), U.S. Department of Labor (“DOL”) guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SUBRECIPIENT agrees to perform transit operations in connection with the underlying AGREEMENT in compliance with the conditions stated in that U.S. DOL letter. The SUBRECIPIENT agrees to comply with U.S. DOL’s certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

5. ENVIRONMENTAL REGULATIONS

- A. **Clean Water.** The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387 *et seq.* The SUBRECIPIENT agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to KCATA. The SUBRECIPIENT understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. **Energy Conservation.** The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act. The SUBRECIPIENT agrees to include the requirements of this clause in all subcontracts under this AGREEMENT.

- C. **Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the SUBRECIPIENT agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project including all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.: “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600. The SUBRECIPIENT agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the SUBRECIPIENT agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

6. FEDERAL REQUIREMENTS

- A. **Changes.** SUBRECIPIENT shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the AGREEMENT between KCATA and FTA (FTA MA (24) dated October 1, 2017), as they may be amended or promulgated from time to time during the term of this AGREEMENT. SUBRECIPIENTs’ failure to so comply shall constitute a material breach of this AGREEMENT. SUBRECIPIENT agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.
- B. **Debarment and Suspension Certification.**
1. The SUBRECIPIENT shall comply and facilitate compliance with U.S. DOT regulations “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR

part 180.

2. The SUBRECIPIENT, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
3. The SUBRECIPIENT agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
4. The SUBRECIPIENT agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
5. The SUBRECIPIENT agrees to collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure and check the Excluded Parties List System (EPLS) that is now a part of the System for Awards Management (SAM) located at www.sam.gov.

C. **Disclaimer of Federal Government Obligation or Liability.** The SUBRECIPIENT, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the SUBRECIPIENT, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

D. **Incorporation of Federal Transit Administration (FTA) Terms.** The provisions in this AGREEMENT include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the AGREEMENT. SUBRECIPIENT shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The SUBRECIPIENT agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

- 1) **Annual Audits and Completion:** The SUBRECIPIENT agrees to have an annual audit conducted in accordance with 2 CFR 200 (previously referred to as OMB Circular A-133) if Federal award expenditures are \$750,000 or more in the past fiscal year. Within one hundred twenty (120) calendar days after completion or termination of the Award, the Recipient agrees to submit; and within ninety (90) calendar days after completion

or termination of the Award (or an earlier date as agreed upon by the pass-through entity and subrecipient), the subrecipient agrees to submit to the pass-through entity: (1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425); (2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto; and (3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.

- 2) The SUBRECIPIENT shall permit the KCATA and the FTA, or any of their representatives or designees, to inspect all vehicles, facilities and equipment purchased by the SUBRECIPIENT as part of the project, all transportation services rendered by the SUBRECIPIENT by the use of such vehicles, facilities and equipment, and all relevant project data and records.
- 3) In addition, the KCATA and the FTA, or any of their representatives or designees, shall have full access to and the right to examine, during normal business hours and as often as the KCATA or the FTA deems necessary, all of the SUBRECIPIENT's records with respect to all matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the SUBRECIPIENT retains ownership or possession of such property. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the SUBRECIPIENT for three (3) years from the date of final payment to facilitate any audits or inspections.

E. **Federal Funding Accountability and Transparency Act of 2006.** The SUBRECIPIENT shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This AGREEMENT is subject to the award terms within 2 CFR Part 170.

F. **National Intelligent Transportation Systems Architecture and Standards.** The SUBRECIPIENT agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and SUBRECIPIENT agrees to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" *66 Fed. Reg. 1455*, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

7. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The SUBRECIPIENT acknowledges that the provisions of 49 U.S.C. Section 5323(l) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection with any program financed under the Federal transit program. In addition, the Program Fraud Civil Remedies Act of 1986, as

amended, 31 U.S.C. Sections 3801 *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to any false or fraudulent statement or claim made under the Federal transit program.

- B. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying AGREEMENT, the SUBRECIPIENT certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this AGREEMENT. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBRECIPIENT to the extent the Federal Government deems appropriate.
- C. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this AGREEMENT, the Government reserves the right to impose on the SUBRECIPIENT the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1), to the extent the Federal Government deems appropriate.
- D. The SUBRECIPIENT agrees to include these clauses in each subcontract under this AGREEMENT, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. GOVERNING LAW

This AGREEMENT shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this AGREEMENT, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

9. HEADINGS

The headings included in this AGREEMENT are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

10. INDEMNIFICATION

- A. To the fullest extent permitted by law, SUBRECIPIENT agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of SUBRECIPIENT,

SUBRECIPIENT'S subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this AGREEMENT, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- B. In claims against any person or entity indemnified under this section, by an employee or SUBRECIPIENT, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the SUBRECIPIENT, SUBRECIPIENT'S subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against SUBRECIPIENT arising out of or resulting from the acts of SUBRECIPIENT in performing work under this AGREEMENT, SUBRECIPIENT shall promptly notify KCATA of such suit.
- C. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of SUBRECIPIENT, SUBRECIPIENT'S subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this AGREEMENT, and if SUBRECIPIENT has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the SUBRECIPIENT advance notice of any proposed compromise or settlement.
- D. KCATA shall permit SUBRECIPIENT to participate in the defense of any such action or suit through counsel chosen by the SUBRECIPIENT, provided that the fees and expenses of such counsel shall be borne by SUBRECIPIENT. If KCATA permits SUBRECIPIENT to undertake, conduct and control the conduct and settlement of such action or suit, SUBRECIPIENT shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. SUBRECIPIENT shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

11. LOBBYING

- A. The SUBRECIPIENT is bound by its certification to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or

other activities as defined in 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR part 200 Appendix II (J) and 49 CFR part 20. The SUBRECIPIENT agrees to comply with this requirement throughout the term of the AGREEMENT.

- B. The SUBRECIPIENT agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

12. TRANSIT ASSET MANAGEMENT

Unless FTA determines otherwise in writing, the SUBRECIPIENT agrees to develop a Transit Asset Management Plan that complies with the Federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), as amended by MAP-21, Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. § 5326(d), as amended by MAP-21, and Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), as amended by MAP-21, other applicable Federal laws and regulations.

13. INSURANCE

- A. In addition to other insurance requirements that may apply, the SUBRECIPIENT agrees to comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction having an insurable cost of \$10,000 or more, or an acquisition having an insurable cost of \$10,000 or more. It will comply with the insurance requirements normally imposed by its State and local laws, regulations, and ordinances, except as the Federal Government determines otherwise in writing.
- B. The SUBRECIPIENT agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

14. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of SUBRECIPIENT, KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this AGREEMENT, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof, to any share or part of this AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

15. RECORD RETENTION AND ACCESS

- A. The SUBRECIPIENT agrees that, during the course of this AGREEMENT and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this AGREEMENT in accordance with 2 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. In the event of litigation or settlement of claims arising from the performance of this AGREEMENT, the SUBRECIPIENT agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The SUBRECIPIENT shall permit KCATA, the Federal Transit Administration and Department of Transportation officials, the Comptroller General of the United States, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the SUBRECIPIENT relating to its performance under this AGREEMENT.
- C. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16. PROCUREMENT

- A. The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third-party procurements.
- B. The SUBRECIPIENT agrees to comply with U.S. DOT third party procurement regulations, specifically 49 CFR §§ 19.40 – 19.48, 49 U.S.C. 53, the Uniform Guidance (also referred to as the “Super Circular,” found at 2 CFR 200, replacing and superseding FTA’s Common Grant Rules found at 49 CFR 18), and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended and to follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” and amendments thereto, to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing

17. SEAT BELT USE POLICY

The SUBRECIPIENT is encouraged to comply with terms of Executive Order No. 13043 “Increasing Seat Belt Use in the United States” and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

18. SEVERABILITY

If any clause or provision of this AGREEMENT is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect. In lieu of each clause or provision of this AGREEMENT that is illegal, invalid, or unenforceable, there shall be added as a part of this AGREEMENT, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

19. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this AGREEMENT, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in KCATA's best interest. Upon such termination the SUBRECIPIENT shall be entitled to compensation for PROJECT activities in accordance with this AGREEMENT which were incurred prior to the effective date of the termination, but not exceeding the federal funds ceiling set forth in the AGREEMENT.
- B. **Termination for Default.** If the SUBRECIPIENT fails to perform in the manner called for in the AGREEMENT, or if the SUBRECIPIENT fails to comply with any other provisions of the AGREEMENT, KCATA may terminate this AGREEMENT for default. Termination shall be effected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the SUBRECIPIENT is in default. The SUBRECIPIENT will only be paid for services performed in accordance with the manner of performance set forth in the AGREEMENT.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

- C. **Funding Contingency.** This AGREEMENT is subject to financial assistance provided by the U.S. Department of Transportation; the SUBRECIPIENT agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the Agreement.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the SUBRECIPIENT an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If SUBRECIPIENT fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within the time period permitted, KCATA shall have the right to terminate the AGREEMENT without any further obligation to SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against SUBRECIPIENT and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by SUBRECIPIENT of any covenant, term or condition of this AGREEMENT, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

20. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, KCATA encourages its SUBRECIPIENTS to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

21. TRANSIT OPERATION RESTRICTIONS

- A. **Charter Service Operation.** The SUBRECIPIENT agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, which provide that SUBRECIPIENTS and SUBRECIPIENTS of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this AGREEMENT.
- B. **Buy America** – The SUBRECIPIENT agrees to abide by the provisions of the Buy America requirements in 49 U.S.C. § 5323(j), 49 CFR Subtitle B, Part 661.
- C. **Drug Use and Testing and Alcohol Misuse and Testing.*** SUBRECIPIENTS providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.
1. The SUBRECIPIENT agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations.
 2. The SUBRECIPIENT agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.
 3. If the SUBRECIPIENT is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the SUBRECIPIENT for safety-sensitive duties. SUBRECIPIENTS that bid on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.
- D. **Substance Abuse/Drug-Free Workplace.** The SUBRECIPIENT to agrees to comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 *et seq.*, the U.S. DOT regulations, "Government-wide Requirements for Drug-Free Workplace

(Financial Assistance),” 49 CFR part 32, and any amendments to those regulations when they are issued, and follow and facilitate compliance with U.S. OMB guidance, “Government-wide Federal Transit Laws,” specifically 49 U.S.C. § 5331, as amended by MAP-21.

E. **School Bus Operations.** The SUBRECIPIENT will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations “School Bus Operations,” 49 CFR Part 605, to the extent consistent with 49 U.S.C § 5323 (f) or (g).

F. **Protection of Animals.** A third-party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.*, and Department of Agriculture regulations, “Animal Welfare,” 9 CFR Subchapter A, Parts 1, 2, 3, and 4

G. **Reporting Requirements.**

1. The SUBRECIPIENT agrees to provide quarterly reports specified in paragraph 5 of this AGREEMENT. In addition, KCATA is required to report to the FTA annually program performance measures and activities. Accordingly, the SUBRECIPIENT agrees to provide KCATA with any additional or follow-up information reasonably requested by KCATA, in order to meet KCATA’s FTA reporting requirements
2. The SUBRECIPIENT agrees to collect and maintain all data, using proper procedures, requested by KCATA for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630, which includes various reports required for FTA's national transit database. The SUBRECIPIENT shall submit the requested information to KCATA no later than April 1st for the previous calendar year.
3. SUBRECIPIENT's failure to properly collect, maintain, and submit the data will be considered a breach of contract. In addition, the SUBRECIPIENT shall be liable to KCATA for any federal funds not allocated to KCATA due to a lack of, or deficient data, or improper procedures **used by the SUBRECIPIENT.**

* **Drug and Alcohol Testing.** SUBRECIPIENTs that receive only Section 5310 program assistance are not subject to FTA’s drug and alcohol testing rules but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver’s licenses (49 CFR Part 382).

APPENDIX B: MO-2020-005-02-01 Grant Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-28, February 9, 2021)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(28), February 9, 2021, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Kansas City Area Transportation Authority

Recipient ID: 1827

DUNS No: 073046773

Award Information

Federal Award Identification Number: MO-2020-005-01

Award Name: Kansas City Area Transportation Authority (KCATA)- Enhanced Mobility for Seniors and Individuals with Disabilities Project

Award Start Date: 2/27/2020

Original Award End Date: 12/29/2023

Current Award End Date: 12/29/2024

Award Executive Summary: Amendment No. 1-The Kansas City Area Transportation Authority (KCATA), the urbanized area designated recipient of Section 5310 funds is applying for a total of \$2,101,074 of FFY 2019 and FFY 2020 funds on behalf of itself and fourteen (14) other transit providers identified in the attached Program of Projects. The funds will be used to acquire transit vehicles, contractual/operations, mobility management, KCATA Regional Taxi Voucher Program and program administration.

Funding Summary

FFY 2019 \$730,740

FFY 2020 \$1,370,334

Total: \$2,101,074

As authorized by the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA 2021), unobligated Section 5310 funds may be used to fund eligible 5310 projects at 100% Federal and no local match is required. Therefore, a portion of the unobligated FFY 2020 Section 5310 funds in the amount of \$479,617 will be used to fund the Regional Taxi Voucher Program at 100 % Federal participation.

“The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.”

If applicable, "As of December 27, 2020 KCATA certifies to FTA that the recipient does not have any furloughed employees."

Original

The Kansas City Area Transportation Authority (KCATA), the urbanized area designated recipient of Section 5310 funds, is applying for 45% of the available FY 2019 Section 5310 funds in the amount of \$597,876. The funds will be used for KCATA's Taxi Voucher Program, a non-traditional project, and program administration.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$3,448,683.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$2,101,074.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$284,718.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,698,950.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$749,733.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$2,698,950
Local			\$749,733
Local/In-Kind			\$0

State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$3,448,683

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Mokhtee Ahmad
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: mokhtee.ahmad@dot.gov
Award Date: 2/25/2021

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Michael Graham
Vice President of Administration/Chief Financial Officer
Kansas City Area Transportation Authority

2/25/2021

APPENDIX C

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY**

Enhanced Mobility of Seniors and Individuals with Disabilities (§5310)
Subrecipient Agreement

FINANCIAL CERTIFICATION OF MATCHING FUNDS

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be under the provisions of the Moving Ahead for Progress in the 21st Century Act (MAP-21), as amended and the Fixing America's Surface Transportation Act (FAST Act). Only one certification per sponsoring agency is necessary.

Project Title: _____

Non-Federal Amount: Not less than 15% of total vehicle cost

Sponsoring Agency: _____

Chief Elected Official (or Chief Executive Officer):

Name (print): _____

Signature: _____

Date: _____

Chief Financial Officer:

Name (print): _____

Signature: _____

Date: _____

DUNS Number: _____

Central Contractor Registry
(CCR) Expiration Date: _____

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY**

Enhanced Mobility of Seniors and Individuals with Disabilities (§5310)
Sub-awardee Agreement

CERTIFICATION FOR CIVIL RIGHTS COMPLAINT STATUS

THIS IS TO CERTIFY THAT _____
(Sub-awardee)

_____ I hereby certify that our organization **DOES NOT** have any pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.

_____ I hereby certify that our organization **DOES** have (provide number) pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.

Describe any lawsuits or complaints that have been received or acted on in the last year based on Title VI of the Civil Rights Act or other relevant civil rights requirements; and sub-recipient must provide a status of lawsuits or an explanation of how complaints were resolved including corrective actions taken.

To comply with the Civil Rights Act of 1964, Title VI, the Americans with Disabilities Act of 1990, Title II, and the Vocational Rehabilitation Act of 1973, Section 504, we do not discriminate on the basis of disability, race, color, national origin, or gender.

Sub-awardee's Authorized Representative:

Signature _____ Date: _____

Print Name _____

KANSAS CITY AREA TRANSPORTATION AUTHORITY

**Enhanced Mobility of Seniors and Individuals with
Disabilities Program (§ 5310)**

CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY (EEO)

THIS IS TO CERTIFY THAT _____
(Name of Sub-awardee)

_____ **IS REQUIRED** to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because our agency meets the following criteria as defined in FTA C 4704.1:

- Employs 50-99 or more transit-related employees*, and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year, or
- Receives planning assistance in excess of \$250,000

OR

- Employs 100 or more transit-related employees*, and
- Receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year; or
- Receives planning assistance in excess of \$250,000

A copy of our Equal Employment Opportunity Program or an abbreviated EEO Program, as required, is available for review by the Kansas City Area Transportation Authority or Federal Transit Administration (FTA) upon request.

_____ **IS NOT REQUIRED** to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because the agency falls below the above listed criteria.

Sub-awardee's Authorized Representative:

Signature _____ Date _____

Printed Name _____ Title _____

** A transit-related employee is an employee of an FTA applicant, recipient or subrecipient who is involved in any aspect of an agency's mass transit operation funded by FTA.*

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
SINGLE AUDIT CERTIFICATION FORM**

Organization: _____ Fiscal Year End: ___/___/___

Award #(s): _____

___ We **have exceeded** the federal expenditure threshold of \$750,000. We will have our audit as required under 2 CFR 200 (previously referred to as OMB A-133) completed and will submit a copy of the reporting package as defined in 2 CFR 200 to the audit clearinghouse at the following website.

<https://facdissem.census.gov/>

___ We **did not exceed** the \$750,000 federal expenditure threshold required for a 2 CFR 200 audit to be performed this fiscal year. (Fill out schedule below)

SECTION I - This section must be filled out by sub-awardee's NOT required to have A-133 audit as applicable:

Federal Funds				
<u>Federal Grantor</u>	<u>Pass-through Grantor</u>	<u>Program Name & CFDA Number</u>	<u>Award Number</u>	<u>Expenditures</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Federal Expenditures for this Fiscal Year				\$ _____

SECTION II - This section must be completed by ALL sub-awardees

_____	_____	
Authorized Signature	Printed Name	
_____	_____	
Title	Date	
_____	_____	
Mailing Address:	City, State	Zip Code
_____	_____	_____
Email Address:	Phone Number	Fax Number
_____	_____	_____

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION AND ASSURANCE**

FTA DRUG AND ALCOHOL TESTING REGULATIONS

ALCOHOL MISUSE AND PROHIBITED DRUG USE

Note: Recipients that receive **only** Section 5310 program assistance are not subject to Federal Transit Administration's (FTA) drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR Part 382). Section 5310 recipients and subrecipients that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under Section 5310 projects in their testing program.

SECTION I

THIS IS TO CERTIFY THAT _____
(Name of Subrecipient)

_____ **IS NOT REQUIRED** to comply with the FTA Drug and Alcohol Testing Regulations because our agency **only** receives Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds and is thereby not subject to FTA's drug and alcohol testing rules.

_____ **IS REQUIRED** to comply with the FTA Drug and Alcohol Testing Regulations.

If your agency is subject to the FTA Drug and Alcohol Testing Regulations, please complete Section II and return to KCATA.

Subrecipient's Authorized Representative:

Signature _____ Date _____

Printed Name _____ Title _____

SECTION II

CONTRACTOR / SUB-CONTRACTOR COMPLIANCE GUIDELINES

For purposes of this compliance program, **safety sensitive employees** are defined as follows:

Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

1. operating a revenue service vehicle, including when not in revenue service;
2. operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
3. controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
4. maintaining (including repairs, overhaul, and rebuilding) revenue service vehicles or equipment used in revenue service; and
5. carrying a firearm for security purposes or
6. Contractor employees that stand in the shoes of transit system employees.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

NOTE:

- All contractors (1st Tier) that "stand in the shoes" of a grantee/recipient and perform safety-sensitive functions are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.
- All subcontractors (2nd Tier) that "stand in the shoes" of a grantee/recipient and perform safety-sensitive functions are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.

EXCLUSION – Second Tier Maintenance Contractors

- This specific exclusion exists only in relation to maintenance subcontractors because of the specific and unique nature of these vendors. This exclusion does not pertain to any other safety-sensitive subcontractors (e.g. operations, security).

CERTIFICATION & ASSURANCE OF COMPLIANCE – I have determined that our Company will be engaged in one or more safety-sensitive functions listed above and must comply with FTA and DOT regulations

CERTIFICATION & ASSURANCE OF NON-COMPLIANCE – I have determined that our company will not be engaging in any of the safety-sensitive functions listed above and must not comply with FTA or DOT regulations.

Please check one and only one box above to verify Compliance or Non-Compliance with FTA and/or DOT regulations and sign below. (If you are selecting the Certification & Assurance of Compliance box please complete the attached *Contractor Checklist for Drug and Alcohol Program*. Please return all originals along with this original document to the Procurement Department. **Non-responsiveness shall result in suspension of contract and/or performance of services and/or non-payment of outstanding invoices.**

(CONTRACTOR)

**Kansas City Area Transportation Authority
(KCATA)**

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Name _____

Gaylord Salisbury II

Title _____

Director of Procurement

Date _____

Date _____

PROCEDURES AND IMPLEMENTATION

1. The Procurement Department shall ensure that all Invitations for Bid (IFB), Request for Proposals (RFP), or Request for Quotes (RFQ) for services that include the performance of safety-sensitive functions as defined above shall include provisions requiring compliance with mandated DOT/FTA drug and alcohol testing regulations. The KCATA reserves the right to audit the contractor's drug and alcohol testing program prior to the start of work.
2. Prior to the start of work, the contractor must certify and assure to the Procurement Department that his/her firm is in compliance with the DOT/FTA regulations. (Compliance can be achieved through an in-house program or through a consortium.) The certification shall remain in effect during the term of the agreement. A copy of the signed certification shall be sent to the DOT Administrator in the Public Safety & Security Department.
3. Each covered contractor shall send an annual drug and alcohol Management Information System (MIS) report to the DOT Administrator. The annual report must be submitted no later than the 1st of March following the close of the year. Continued payment of contractor invoices by the KCATA is contingent upon contractor submission of the required report on a timely basis and compliance with FTA mandated rules. The report shall be addressed as follows

Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108
Attn: Amy Chambers DOT Administrator – Public Safety & Security Department

4. The DOT Administrator of the Loss Prevention & Control Department shall be responsible for filing the contractor's annual report with the FTA, along with KCATA's own testing data. The reports shall be submitted to the FTA no later than March 15th of each year.
5. The covered contractor shall be responsible for the ongoing monitoring of contractor compliance with DOT/FTA regulations, including ensuring that the annual reports as described above are submitted on time.
6. On a biennial (every two years) basis, the DOT Administrator shall audit contractor compliance, which may include site visits, and report adverse findings to the Procurement Department. The Procurement Department shall advise the contractor of any adverse findings.
7. The contractor shall be responsible for ensuring that corrective actions have been taken in a timely basis and reported back to the Procurement Department. The Procurement Department shall notify the DOT Administrator of corrective action.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

**Enhanced Mobility of Seniors and Individuals with
Disabilities Program (§ 5310)**

**CERTIFICATION OF DISADVANTAGE BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENT**

THIS IS TO CERTIFY THAT _____
(Name of Sub-awardee)

_____ **IS REQUIRED** to comply with the Disadvantage Business Enterprise (DBE) Program Requirements of this AGREEMENT because our agency meets the following criteria as defined in FTA C 4704.1:

- The agency receives funding from Federal Transit Administration (FTA).
- The agency will spend \$250,000 or more of FTA grant money for anything except labor costs and purchasing new transit vehicles

A copy of our DBE Program is available for review by the Kansas City Area Transportation Authority or Federal Transit Administration (FTA) upon request.

_____ **IS NOT REQUIRED** to comply with the Disadvantage Business Enterprise (DBE) Program Requirements of this AGREEMENT because the agency falls below the above listed criteria.

Sub-awardee's Authorized Representative:

Signature _____ Date _____

Printed Name _____ Title _____

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract Grant cooperative agreement loan loan guarantee loan insurance		Status of Federal Action: a. bid/offer/application initial award post-award		Report Type: a. initial filing material change For Material Change Only: year _____ quarter _____ date of last report _____	
Name and Address of Reporting Entity: Prime Subawardee Tier _____ <i>(if known)</i> Congressional District, <i>if known</i> : _____			If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____		
Federal Department/Agency: _____			Federal Program Name/Description: _____ CFDA Number, if applicable: _____		
Federal Action Number, if known: _____			Award Amount, if known: \$ _____		
a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____			Individual Performing Services (including address if different from 10a) (last name, first name, MI) _____		
11 Information requested through this form is authorized by title 31 U.S.C., section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____			
Federal Use Only					Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

Identify the status of the covered Federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.

Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

(a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX D

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

- (a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider’s Accountable Executive

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

- an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other

use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for

Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

- 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
- (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.

Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of categories 01–21. _____

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Construction Hiring Preferences
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations
- 21 Tribal Transit Programs

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

SECTION IV

C

R2021-26

A RESOLUTION APPROVING A PUBLIC SERVICE AGREEMENT WITH OATS, INC. AT AN ANNUAL RATE OF NINE THOUSAND SEVEN HUNDRED AND NINETY-TWO (\$9,792.00) DOLLARS FOR A 24-MONTH TERM.

WHEREAS, OATS, Inc., is a transportation company that provides transportation to disadvantaged individuals within Belton; and

WHEREAS, the City is currently utilizing OATS Non-Emergency Demand Transportation type services that are limited to shopping-related trips, and the City would like to switch to Non-Emergency Demand Transportation services that would give individuals the flexibility to use the service for any type of trip (doctors appointments, hair appointments, grocery shopping, Etc.) and will cost-share the expense by having individuals pay one (\$1.00) dollar per trip, per way; and

WHEREAS, the City currently provides one (1) shopping day a month for seniors and individuals with disabilities, and the City has received a grant from the Kansas City Area Transportation Authority (KCATA) to assist in providing an additional three (3) transportation trips a month; and

WHEREAS, the City has determined that it is in the best interest of the City to continue to fund one (1) trip on the 1st Wednesday of each month with the KCATA grant funding three (3) supplemental trips.

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

Section 1. That the “Public Service Agreement By and Between the City of Belton and OATS, Inc.” herein attached and incorporated in this resolution as **Exhibit “A,”** is hereby approved.

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

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval.

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Duly read and passed this ____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the _____ day of _____, 2021, and adopted at a regular meeting of the City Council held the ____ day of _____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

EXHIBIT A

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF BELTON
AND
OATS, INC.**

This Agreement, is made and entered into this 1st day of May 2021 by and between OATS, Inc., a Missouri not-for-profit corporation (“OATS, Inc”) and the City of Belton, Missouri, a constitutional charter city (“City”).

WITNESSETH:

WHEREAS, OATS, Inc. is a transportation company serving individuals in 87 counties in Missouri by providing reliable transportation for transportation disadvantaged Missourians so they can live independently in their own communities and travel to doctor appointments, essential shopping and other places people need to go; and

WHEREAS, the Cass County, Missouri OATS program serves the Belton residents with their transportation needs.

WHEREAS, the City has determined that it is in the best interests of the City, and important to the general health, safety and welfare of the citizens of the City, to assist in the funding of the transportation costs for 4 transportation days of each month for the Belton residents who choose to utilize the OATS program; and

WHEREAS, OATS is a not-for-profit public transportation system that was originally founded in 1971 to provide serves for the elderly, and today serves a wide variety of clientele.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and OATS agree as follows:

I. SCOPE OF SERVICES AND FINANCIAL COMPENSATION IN SUPPORT OF THE SERVICES

That the City will provide to OATS funds necessary to pay the transportation costs to locations exclusively within the City of Belton for two years beginning **May 1, 2021 to April 30, 2023**. The City shall make payment upon receipt by the City of an invoice or similar documentation from OATS. All compensation for services is subject to annual appropriation by the City.

1. Specifically, OATS will provide Non Emergency Demand Response Transportation to locations for any purpose exclusively within the City of Belton in accordance with the following scope of services: \$34.00 per hour not to exceed 6 hours per day for ambulatory and wheelchair service of which \$1.00 per hour is depreciation which OATS will deposit in a restricted account for use in cost of replacing vehicles.

A fare of \$1.00 is to be collected from clients for each one way trip. Fares to be used to reduce the cost of service to the city.

2. The estimated total amount of compensation for services to be provided under this Agreement is: **\$9,792.00 = \$34.00/hour x 6/hours/day x 4/days/month x 12 months.**
3. Transportation will be provided every Wednesday except in months where there are 5 Wednesdays. Transportation will not be provided on 5th Wednesdays. The hours of operation are from 9:00 am to 3:00 pm. Clients will need to call the OATS office to schedule their ride. Office hours are 7:00 am to 5:00 pm, Monday through Friday.
4. Special conditions which apply to this Agreement are as follows: OATS observes the following Holidays during the year and therefore services will not be available: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving & Christmas Day.

II. SUBCONTRACTS

OATS and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

III. NON-DISCRIMINATION PROVISIONS

OATS and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. OATS will take affirmative action to ensure that applicants are employed in good faith. OATS and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

IV. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

V. INTEREST OF LOCAL PUBLIC OFFICE

Neither the Mayor nor any member of the City Council of the City, nor any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

VI. INDEPENDENT CONTRACTOR

OATS is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services herein described as an independent contractor.

VII. INDEMNIFICATION

OATS shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of OATS or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that OATS need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom OATS has contracted to provide additional services under the terms of the Agreement.

VIII. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time by written, mutual agreement of all parties, provided that compliance with all applicable laws and regulations is met. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that OATS is in default or violation of the terms of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

IX. NOTICE

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed to the parties as hereinafter specified.

Notice to the City shall be addressed to:

City Manager
City of Belton, Missouri
506 Main
Belton, MO 64012

Notice to OATS, Inc shall be addressed to:

OATS, Inc

Dorothy Yeager, Executive Director
2501 Maguire Blvd, Ste. 101
Columbia, MO 65201

X. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and OATS mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XI. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not in further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

OATS, Inc.

CITY OF BELTON, MISSOURI
A Municipal Corporation



Dorothy Yeager, Executive Director

Norman Larkey, Mayor

ATTEST:

ATTEST:



Secretary

City Clerk

Contract Number 0703 - Urban

Appendix A
Contract Conditions/Federal Requirements

1. BREACH OF CONTRACT; REMEDIES

- A. If SUBRECIPIENT shall fail, refuse or neglect to comply with the terms of this AGREEMENT, such failure shall be deemed a total breach of AGREEMENT and the SUBRECIPIENT shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this AGREEMENT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

2. CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the SUBRECIPIENT agrees to comply with provisions of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA recipients," 05-13-07 and other applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this AGREEMENT:
 - 1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the SUBRECIPIENT agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect

construction activities undertaken in the course of the AGREEMENT. The SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 U.S.C. §5332, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the SUBRECIPIENT agrees that it will not discriminate against individuals on the basis of disability. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.
 4. Promoting Free Speech and Religious Liberty. The recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination
- C. **ADA Access Requirements**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and

facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. SUBRECIPIENT also agrees to comply with any implementing requirements FTA may issue.

- D. **Environmental Justice.** Except as the Federal Government determines otherwise in writing, the SUBRECIPIENT agrees to promote environmental justice by:
1. Following and facilitating compliance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, and
 2. Following DOT Order 5620.3, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997.
- E. SUBRECIPIENT understands that it is required to include this Article in all SUB-AGREEMENTS. Failure by the SUBRECIPIENT to carry out these requirements or to include these requirements in any SUB-AGREEMENT is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the SUBRECIPIENT from future awards as non-responsible.

3. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- B. This AGREEMENT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 15.0 percent. A separate contract goal **has not been** established for this AGREEMENT.
- C. The SUBRECIPIENT shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age in the performance of this AGREEMENT. The SUBRECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as KCATA deems appropriate. Each subcontract the SUBRECIPIENT signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- D. The SUBRECIPIENT may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may be given if the SUBRECIPIENT has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the SUBRECIPIENT must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to

terminate and/or substitute, and the reason for the request. The SUBRECIPIENT must give the DBE five days to respond to the SUBRECIPIENT's notice and advise KCATA and the SUBRECIPIENT of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the SUBRECIPIENT's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

4. EMPLOYEE PROTECTIONS

A. **Public Transportation Employee Protective Arrangements (Standard).** To the extent that the FTA determines that transit operations are involved, the SUBRECIPIENT agrees to carry out the transit operations work on this AGREEMENT in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this AGREEMENT and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SUBRECIPIENT agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this AGREEMENT.

B. **Public Transportation Employee Protective Arrangements (for Elderly and Disabled Transportation).** If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this AGREEMENT, the SUBRECIPIENT agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), U.S. Department of Labor ("DOL") guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SUBRECIPIENT agrees to perform transit operations in connection with the underlying AGREEMENT in compliance with the conditions stated in that U.S. DOL letter. The SUBRECIPIENT agrees to comply with U.S. DOL's certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

5. ENVIRONMENTAL REGULATIONS

A. **Clean Water.** The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387 *et seq.* The SUBRECIPIENT agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to

KCATA. The SUBRECIPIENT understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

- B. **Energy Conservation.** The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The SUBRECIPIENT agrees to include the requirements of this clause in all subcontracts under this AGREEMENT.
- C. **Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the SUBRECIPIENT agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project including all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.:“Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600. The SUBRECIPIENT agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the SUBRECIPIENT agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

6. FEDERAL REQUIREMENTS

- A. **Changes.** SUBRECIPIENT shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the AGREEMENT between KCATA and FTA (FTA MA (24) dated October 1, 2017), as they may be amended or promulgated from time to time during the term of this AGREEMENT. SUBRECIPIENTs’ failure to so comply shall constitute a material breach of this AGREEMENT. SUBRECIPIENT agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.
- B. **Debarment and Suspension Certification.**

1. The SUBRECIPIENT shall comply and facilitate compliance with U.S. DOT regulations “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
 2. The SUBRECIPIENT, its principals and any affiliates, shall certify that it is not included in the “U.S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs,” as defined at 49 CFR Part 29, Subpart C.
 3. The SUBRECIPIENT agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
 4. The SUBRECIPIENT agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
 5. The SUBRECIPIENT agrees to collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure and check the Excluded Parties List System (EPLS) that is now a part of the System for Awards Management (SAM) located at www.sam.gov.
- C. **Disclaimer of Federal Government Obligation or Liability.** The SUBRECIPIENT, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the SUBRECIPIENT, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.
- D. **Incorporation of Federal Transit Administration (FTA) Terms.** The provisions in this AGREEMENT include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the AGREEMENT. SUBRECIPIENT shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The SUBRECIPIENT agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

- 1) **Annual Audits and Completion:** The SUBRECIPIENT agrees to have an annual audit conducted in accordance with 2 CFR 200 (previously referred to as OMB Circular A-133) if Federal award expenditures are \$750,000 or more in the past fiscal year. Within one hundred twenty (120) calendar days after completion or termination of the Award, the Recipient agrees to submit; and within ninety (90) calendar days after completion or termination of the Award (or an earlier date as agreed upon by the pass-through entity and subrecipient), the subrecipient agrees to submit to the pass-through entity: (1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425); (2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto; and (3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- 2) The SUBRECIPIENT shall permit the KCATA and the FTA, or any of their representatives or designees, to inspect all vehicles, facilities and equipment purchased by the SUBRECIPIENT as part of the project, all transportation services rendered by the SUBRECIPIENT by the use of such vehicles, facilities and equipment, and all relevant project data and records.
- 3) In addition, the KCATA and the FTA, or any of their representatives or designees, shall have full access to and the right to examine, during normal business hours and as often as the KCATA or the FTA deems necessary, all of the SUBRECIPIENT's records with respect to all matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the SUBRECIPIENT retains ownership or possession of such property. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the SUBRECIPIENT for three (3) years from the date of final payment to facilitate any audits or inspections.

E. Federal Funding Accountability and Transparency Act of 2006. The SUBRECIPIENT shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This AGREEMENT is subject to the award terms within 2 CFR Part 170.

F. National Intelligent Transportation Systems Architecture and Standards. The SUBRECIPIENT agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and SUBRECIPIENT agrees to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" *66 Fed. Reg. 1455*, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

7. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The SUBRECIPIENT acknowledges that the provisions of 49 U.S.C. Section 5323(l) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection with any program financed under the Federal transit program. In addition, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sections 3801 *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to any false or fraudulent statement or claim made under the Federal transit program.
- B. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying AGREEMENT, the SUBRECIPIENT certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this AGREEMENT. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBRECIPIENT to the extent the Federal Government deems appropriate.
- C. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this AGREEMENT, the Government reserves the right to impose on the SUBRECIPIENT the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1), to the extent the Federal Government deems appropriate.
- D. The SUBRECIPIENT agrees to include these clauses in each subcontract under this AGREEMENT, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. GOVERNING LAW

This AGREEMENT shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this AGREEMENT, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

9. HEADINGS

The headings included in this AGREEMENT are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

10. INDEMNIFICATION

- A. To the fullest extent permitted by law, SUBRECIPIENT agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of SUBRECIPIENT, SUBRECIPIENT'S subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this AGREEMENT, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- B. In claims against any person or entity indemnified under this section, by an employee or SUBRECIPIENT, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the SUBRECIPIENT, SUBRECIPIENT'S subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against SUBRECIPIENT arising out of or resulting from the acts of SUBRECIPIENT in performing work under this AGREEMENT, SUBRECIPIENT shall promptly notify KCATA of such suit.
- C. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of SUBRECIPIENT, SUBRECIPIENT'S subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this AGREEMENT, and if SUBRECIPIENT has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the SUBRECIPIENT advance notice of any proposed compromise or settlement.
- D. KCATA shall permit SUBRECIPIENT to participate in the defense of any such action or suit through counsel chosen by the SUBRECIPIENT, provided that the fees and expenses of such counsel shall be borne by SUBRECIPIENT. If KCATA permits SUBRECIPIENT to undertake, conduct and control the conduct and settlement of such action or suit, SUBRECIPIENT shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. SUBRECIPIENT shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

11. LOBBYING

- A. The SUBRECIPIENT is bound by its certification to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR part 200 Appendix II (J) and 49 CFR part 20. The SUBRECIPIENT agrees to comply with this requirement throughout the term of the AGREEMENT.
- B. The SUBRECIPIENT agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

12. TRANSIT ASSET MANAGEMENT

Unless FTA determines otherwise in writing, the SUBRECIPIENT agrees to develop a Transit Asset Management Plan that complies with the Federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), as amended by MAP-21, Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. § 5326(d), as amended by MAP-21, and Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), as amended by MAP-21, other applicable Federal laws and regulations.

13. INSURANCE

- A. In addition to other insurance requirements that may apply, the SUBRECIPIENT agrees to comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction having an insurable cost of \$10,000 or more, or an acquisition having an insurable cost of \$10,000 or more. It will comply with the insurance requirements normally imposed by its State and local laws, regulations, and ordinances, except as the Federal Government determines otherwise in writing.
- B. The SUBRECIPIENT agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

14. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of SUBRECIPIENT, KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this AGREEMENT, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof, to any share or part of this AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

15. RECORD RETENTION AND ACCESS

- A. The SUBRECIPIENT agrees that, during the course of this AGREEMENT and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this AGREEMENT in accordance with 2 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. In the event of litigation or settlement of claims arising from the performance of this AGREEMENT, the SUBRECIPIENT agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The SUBRECIPIENT shall permit KCATA, the Federal Transit Administration and Department of Transportation officials, the Comptroller General of the United States, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the SUBRECIPIENT relating to its performance under this AGREEMENT.
- C. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16. PROCUREMENT

- A. The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third-party procurements.
- B. The SUBRECIPIENT agrees to comply with U.S. DOT third party procurement regulations, specifically 49 CFR §§ 19.40 – 19.48, 49 U.S.C. 53, the Uniform Guidance (also referred to as the “Super Circular,” found at 2 CFR 200, replacing and superseding FTA’s Common Grant Rules found at 49 CFR 18), and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended and to follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” and amendments thereto, to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing

17. SEAT BELT USE POLICY

The SUBRECIPIENT is encouraged to comply with terms of Executive Order No. 13043 “Increasing Seat Belt Use in the United States” and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

18. SEVERABILITY

If any clause or provision of this AGREEMENT is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect. In lieu of each clause or provision of this AGREEMENT that is illegal, invalid, or unenforceable, there shall be added as a part of this AGREEMENT, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

19. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this AGREEMENT, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in KCATA's best interest. Upon such termination the SUBRECIPIENT shall be entitled to compensation for PROJECT activities in accordance with this AGREEMENT which were incurred prior to the effective date of the termination, but not exceeding the federal funds ceiling set forth in the AGREEMENT.
- B. **Termination for Default.** If the SUBRECIPIENT fails to perform in the manner called for in the AGREEMENT, or if the SUBRECIPIENT fails to comply with any other provisions of the AGREEMENT, KCATA may terminate this AGREEMENT for default. Termination shall be effected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the SUBRECIPIENT is in default. The SUBRECIPIENT will only be paid for services performed in accordance with the manner of performance set forth in the AGREEMENT.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

- C. **Funding Contingency.** This AGREEMENT is subject to financial assistance provided by the U.S. Department of Transportation; the SUBRECIPIENT agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the Agreement.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the SUBRECIPIENT an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If SUBRECIPIENT fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within the time period permitted, KCATA shall have the right to terminate the AGREEMENT without any further obligation to SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against SUBRECIPIENT and its sureties for said breach or default.

- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by SUBRECIPIENT of any covenant, term or condition of this AGREEMENT, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

20. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, KCATA encourages its SUBRECIPIENTS to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

21. TRANSIT OPERATION RESTRICTIONS

- A. **Charter Service Operation.** The SUBRECIPIENT agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, which provide that SUBRECIPIENTS and SUBRECIPIENTS of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this AGREEMENT.
- B. **Buy America** – The SUBRECIPIENT agrees to abide by the provisions of the Buy America requirements in 49 U.S.C. § 5323(j), 49 CFR Subtitle B, Part 661.
- C. **Drug Use and Testing and Alcohol Misuse and Testing.*** SUBRECIPIENTS providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.
1. The SUBRECIPIENT agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations.
 2. The SUBRECIPIENT agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.
 3. If the SUBRECIPIENT is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the SUBRECIPIENT for safety-sensitive duties. SUBRECIPIENTS that bid on safety-sensitive work will be considered non-responsive if

they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.

- D. **Substance Abuse/Drug-Free Workplace.** The SUBRECIPIENT to agrees to comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 *et seq.*, the U.S. DOT regulations, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR part 32, and any amendments to those regulations when they are issued, and follow and facilitate compliance with U.S. OMB guidance, "Government-wide Federal Transit Laws," specifically 49 U.S.C. § 5331, as amended by MAP-21.
- E. **School Bus Operations.** The SUBRECIPIENT will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations "School Bus Operations," 49 CFR Part 605, to the extent consistent with 49 U.S.C § 5323 (f) or (g).
- F. **Protection of Animals.** A third-party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.*, and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1, 2, 3, and 4
- G. **Reporting Requirements.**
1. The SUBRECIPIENT agrees to provide quarterly reports specified in paragraph 5 of this AGREEMENT. In addition, KCATA is required to report to the FTA annually program performance measures and activities. Accordingly, the SUBRECIPIENT agrees to provide KCATA with any additional or follow-up information reasonably requested by KCATA, in order to meet KCATA's FTA reporting requirements
 2. The SUBRECIPIENT agrees to collect and maintain all data, using proper procedures, requested by KCATA for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630, which includes various reports required for FTA's national transit database. The SUBRECIPIENT shall submit the requested information to KCATA no later than April 1st for the previous calendar year.
 3. SUBRECIPIENT's failure to properly collect, maintain, and submit the data will be considered a breach of contract. In addition, the SUBRECIPIENT shall be liable to KCATA for any federal funds not allocated to KCATA due to a lack of, or deficient data, or improper procedures **used by the SUBRECIPIENT.**

* **Drug and Alcohol Testing.** SUBRECIPIENTs that receive only Section 5310 program assistance are not subject to FTA's drug and alcohol testing rules but must comply with the

Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR Part 382).