CITY COUNCIL MEETING
August 5, 2024 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

The meeting can be viewed live on the City's website at
www.bluespringsgov.com/CityMeetingsLive

Anyone wishing to address the Mayor and Council, either in a Public Hearing or in the Visitors Section of the Agenda, must fill out a Speaker's Appearance Form. Forms are available online or located at the entrance of the Multipurpose Room. After completion, the form is to be given to the City Clerk prior to the start of the Council meeting.

Invocation and Pledge of Allegiance

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

   All matters under Item 3, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

   a. Minutes of the April 16, 2024 Special City Council Meeting, July 15, 2024 City Council meeting and July 29, 2024 City Council Work Session
   b. Resolution No. 51-2024 approving a contract with UMB Financial Corporation for banking services
   c. Resolution No. 52-2024 approving Amendment #2 to Contract 2024-048 with Tandem Paving
   d. Resolution No. 53-2024 designating Friday, September 20, through Sunday, September 22, as the 2024 Blue Springs Fall Fun Festival
   e. Resolution No. 54-2024 approving a Memorandum of Understanding for license of Blue Springs Downtown Public Area for Fall Fun Festival
   f. Liquor License for El Tucan located at 625 Mock Avenue Units B, C & D
   g. Liquor License for Edge on 7 located at 1200-1206 NW 7 Highway
   h. Resolution No. 55-2024 approving disposition of records
   i. Resolution No. 56-2024 approving a purchase of two electric vehicles from Shawnee Mission Ford
   j. Resolution No. 57-2024 approving the purchase of a street sweeper from Red Equipment

4. Presentation – Proclamation for Paige Stuart

5. Public Hearing – Dutch Bros Coffee General Development Plan (GDP-06-24-9177)

6. Introduction and readings of Bill No. 5239 approving the General Development Plan for Dutch Bros Coffee (GDP-06-24-9177)

7. Public Hearing – 2024-2025 Community Development Block Grant Annual Action Plan

8. Resolution No. 58-2024 approving 2024-2025 Community Development Block Grant Annual Action Plan

9. Public Hearing – Unified Development Code Text Amendments related to inoperable vehicles (UDCT-06-24-9188) – **Continued from July 15, 2024 City Council Meeting**

10. Introduction and readings of Bill No. 5232 approving Unified Development Code Text Amendments related to inoperable vehicles (UDCT-06-24-9188) – **Continued from July 15, 2024 City Council meeting**

11. Introduction and readings of Bill No. 5233 amending the Code of Ordinance regarding inoperable vehicles – **Continued from July 15, 2024 City Council meeting**

12. Introduction and readings of Bill No. 5240 amending the Code of Ordinances regarding golf carts

13. Visitors

14. Councilmember Comments

15. Mayoral Announcements

16. **Executive Session** – Discussion related to Real Estate pursuant to Section 610.021 (2)

Miscellaneous Items

Parks Commission Meeting – Tuesday, August 6, 6:00 PM
Planning Commission Meeting – Monday, August 12, 6:30 PM
Public Arts Commission Meeting – Wednesday, August 14, 4:00 PM
City Council Budget Work Session – Thursday, August 15, 6:00 PM
City Council Meeting – Monday, August 19, 6:00 PM
Economic Development Council Meeting – Wednesday, August 21, 8:15 AM
Planning Commission Meeting – Monday, August 26, 6:30 PM
Public Safety Citizens Advisory Board Meeting – Tuesday, August 27, 6:00 PM
Labor Day – **City Offices Closed** – Monday September 2
City Council Meeting – Tuesday, September 3, 6:00 PM

This Agenda was posted at City Hall and on the City's website on August 1, 2024.

Erin Ford, City Clerk

TO: Mayor, City Council,
Department Directors, and Press

FROM: Christine Cates
City Administrator

DATE: August 1, 2024

SUBJECT: Agenda Explanations

Item 3b – Contract with UMB Financial Corporation for Banking Services
Adopt a Resolution approving a five-year contract with UMB Financial Corporation for banking services in an amount not to exceed $200,000. Refer to Council Information Form from Finance Senior Director Karen VanWinkle for additional information.

Item 3c – Amendment #2 to Contract 2024-048 with Tandem Paving
Adopt a Resolution approving Amendment #2 to Contract 2024-048 in the amount of $65,452.00 with Tandem Paving Co, Inc. for the 2024 Street Program, Project 24-01-03. This amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Items 3d & 3e – Fall Fun Fest Dates and Memorandum of Understanding
Adopt two Resolutions (1) designating Friday, September 20, through Sunday, September 22, as the dates for the 2024 Blue Springs Fall Fun Festival and (2) approving a Memorandum of Understanding for license of Blue Springs Downtown Public Area for Fall Fun Festival. Refer to Council Information Form from Assistant to the City Administrator Sheryl Morgan for additional information.

Item 3f – Liquor License for El Tucan
Approve a new liquor license for El Tucan LLC dba El Tucan Fine Mexican Cuisine located at 625 Mock Avenue Units B, C & D, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on premises and Sunday Sales. Vertigo Bar & Grill previously occupied this location. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 3g – Liquor License for Edge on 7
Approve a new liquor license for Gem Bar LLC dba Edge on 7 located at 1200-1206 NW 7 Highway, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on premises and Sunday Sales. The Gem Bar & Grill currently occupies this location and is changing its doing business as name, as well as expanding its location. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 3h – Disposition of Records
Adopt a Resolution to approve the disposition of Information Technology and Finance department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3i – Electric Vehicle Purchase
Adopt a Resolution approving a purchase in the amount of $88,693 from Shawnee Mission Ford for a 2024 Ford F150 Crew Cab Lightning and a 2024 Ford Mach E RWD. The City will be reimbursed for these purchases through the Energy Efficiency and Conservation Block grant. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 3j –Street Sweeper Purchase
Adopt a Resolution approving a purchase in the purchase amount of $343,169 (less trade-in value, plus interest for a financed total of $308,421.20) from Red Equipment, LLC for a 2024 Ravo R5 Series Street Sweeper and related warranties. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Items 5 & 6 – Dutch Bros Coffee General Development Plan
A public hearing is being held at the request of the applicant, Jay O'Dell, of Aubrey Enterprises, on behalf of the property owner, Kavaso Investments, for a General Development Plan (GDP-06-24-9177) for a multi-tenant pad site including a Dutch Bros Coffee Drive-Thru business and two general commercial retail spaces for the property located at 701 NW 7 Hwy. Upon conclusion of the public hearing, a Bill approving the General Development Plan will be ready for induction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 7 & 8 – 2024 Community Development Block Grant Annual Action Plan
A public hearing is being held at the request of the City of Blue Springs for consideration to approve the 2024-2025 Community Development Block Grant (CDBG) Annual Action Plan. Upon conclusion of the public hearing, a Resolution approving the 2024-2025 CDBG Annual Action Plan will be ready for adoption. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 9 & 10 – Unified Development Code Amendment Related to Inoperable Vehicles
A public hearing was held on July 15, 2024 at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code related to the definition of inoperable vehicles. At the July 15, 2024 City Council meeting, exhibits were entered and testimony was taken, and the public hearing was continued to the August 5, 2024 City Council meeting. Upon conclusion of the public hearing on August 5, 2024, a Bill approving the amendments to Section 411.040 - Glossary of the City of Blue Springs Unified Development Code will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 11 – Code of Ordinances Amendment Related to Inoperable Vehicles
Passage of a Bill amending Section 245.160.12 – Enumeration of Nuisances of the Code of Ordinances, City of Blue Springs, Missouri, to add "unlicensed" to the definition of inoperable vehicle as a nuisance violation of City Code. At the July 15, 2024 City Council meeting, the item

was continued to the August 5, 2024 City Council meeting. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 12 – Code of Ordinance Amendment Related to Golf Carts

Passage of a Bill amending Sections 300.020 Definitions and 340.120 All-Terrain Vehicles Prohibited of the Code of Ordinances, City of Blue Springs, Missouri, to update definitions and permit Golf Carts, Utility Terrain Vehicles or Low Speed Vehicles for use on City Streets. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF SPECIAL CITY COUNCIL MEETING
APRIL 16, 2024

A Special Meeting of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, April 16, 2024, at 4:56 p.m. in the City Hall Training Room 210, 903 W Main St. with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

CLOSED SESSION

At 4:56 p.m., Councilmember Ericson moved for the Council go into closed session pursuant to Sections 610.021 (2), (1) and (12) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Real Estate, Litigation and Contract Negotiations and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Edmondson and carried with the following votes:

Kaylor – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Mayor Lievsay - Aye

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

DRAFT

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
July 15, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, July 15, 2024, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, Interim City Attorney John Mullane, and City Clerk Erin Ford.

INVOCATION AND PLEDGE

Tom Worstell with Blue Springs Christian Church gave the invocation and Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:01 p.m. The City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

Councilmember Ericson moved to approve the Consent Agenda and the motion was seconded by Councilmember Kaylor.

- Minutes of the June 17, 2024 City Council meeting
- **Resolution No. 45-2024** approving a contract in the amount of $106,000 with Next Practice Partners LLC to conduct Customer Service Training for the Parks and Recreation Department and three other City departments, including Community Development, Police Records and Utility Billing.
- **Resolution No. 46-2024** approving a contract in the amount of $449,970.00 with Tandem Paving Company, Inc., for purchase, site work, and installation of a prefabricated restroom building in Rotary Park.
- **Resolution No. 47-2024** approving a contract in the amount of $166,271.00 with MJWK Enterprises, Inc dba Empire Netting & Fence for Driving Range Netting and Pole Replacement at Adams Pointe Golf Course.
- Board and Commission Appointments
  A list of Mayoral appointments and reappointments to the City's boards and commissions is as follows:

  <u>Economic Development Council:</u>
  Reappointment — Susan Culpepper, Council Liaison

  <u>Land Bank:</u>
  New appointment: — Brian Bough

  <u>Main Center Redevelopment Corporation:</u>
  Reappointment: — Gailen Snyder
  Jen Hauschild
  Jacob Greco II

DRAFT

Gailen Snyder, President
Kent Edmondson, Council Liaison
New appointment: Roger Corbin
Jen Hauschild, Vice President
Jacob Greco II, Secretary
Katie Tholen, Council Liaison

Park Commission:
New appointment: Nick Tepesch

Public Safety Citizens Advisory Board:
New appointment: Hayley Prins
Matt Calhoun, Vice Chair

Solid Waste Management:
New appointment: David Mann
David Mann, Chair

The Consent Agenda was approved with the following vote:

Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson– Aye
Edmondson – Aye
Culpepper – Aye
Mayor Lievsay – Aye

PUBLIC HEARING – REZONING AND GENERAL DEVELOPMENT PLAN FOR BLUE SPRINGS BUSINESS AND TECHNOLOGY PARK (BLUE SPRINGS INDUSTRIAL) (RZ-05-24-9161) AND GDP-05-24-9162)

Mayor Lievsay opened the Public Hearing to consider a rezoning from Agriculture-Jackson County to Light Industrial (RZ-05-24-9161) for a 46.92+/- acre industrial/manufacturing development and a General Development Plan (GDP-05-24-9162) for the Blue Springs Business and Technology Park (Blue Springs Industrial) for property located at 2305 NE Jefferson Rd. at 6:02 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Senior Director of City Development Mike Mallon reviewed the details of the proposed Rezoning and General Development Plan and addressed questions from the Council.

APPLICANT

Applicant Brian Rahn was present and addressed questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:27 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5228 – REZONING FOR BLUE SPRINGS BUSINESS AND TECHNOLOGY PARK (BLUE SPRINGS INDUSTRIAL) (RZ-05-24-9161)

Councilmember Culpepper introduced Bill No. 5228 approving a rezoning from Agriculture-Jackson County to Light Industrial (RZ-05-24-9161) for a 46.92+/- acre industrial/manufacturing development. City Clerk Erin Ford made the first reading of Bill No. 5228 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5228 upon its first reading and proceed with the second reading. Motion seconded by

Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5228

Ms. Ford made the second reading of Bill No. 5228 by title. Councilmember Edmondson moved to adopt Bill No. 5228 upon its second reading and give it **ORDINANCE NO. 5338,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Tholen – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5229 – GENERAL DEVELOPMENT PLAN FOR BLUE SPRINGS BUSINESS AND TECHNOLOGY PARK (BLUE SPRINGS INDUSTRIAL) GDP-05-24-9162)

Councilmember Culpepper introduced Bill No. 5229 approving a General Development Plan (GDP-05-24-9162) for the Blue Springs Business and Technology Park (Blue Springs Industrial) for property located at 2305 NE Jefferson Rd. City Clerk Erin Ford made the first reading of Bill No. 5229 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5229 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5229

Ms. Ford made the second reading of Bill No. 5229 by title. Councilmember Edmondson moved to adopt Bill No. 5229 upon its second reading and give it **ORDINANCE NO. 5339,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Mayor Lievsay – Aye

PUBLIC HEARING – CAPITAL IMPROVEMENTS PROGRAM FISCAL YEARS 2024-2025 TO 2028-2029

Mayor Lievsay opened the Public Hearing to consider the Fiscal Years 2024-2025 to 2028-2029 Capital Improvements Program for the City of Blue Springs at 6:29 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

City Administrator Christine Cates and Director of Parks and Recreation Justin Stuart reviewed the details of the proposed Capital Improvements Program Fiscal Years 2024-2025 to 2028-2029 and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:44 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5230

Councilmember Culpepper introduced Bill No. 5230 approving the Capital Improvements Program Fiscal Years 2024-2025 to 2028-

– CAPITAL IMPROVEMENTS PROGRAM FISCAL YEARS 2024-2025 TO 2028-2029

2029. City Clerk Erin Ford made the first reading of Bill No. 5230 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5230 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried unanimously.

2ND READING – BILL NO. 5230

Ms. Ford made the second reading of Bill No. 5230 by title. Councilmember Edmondson moved to adopt Bill No. 5230 upon its second reading and give it **ORDINANCE NO. 5340**, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Fowler – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5231 – FINAL PLAT FOR HOOT OWL ACRES (PF-05-24-9164)

Councilmember Culpepper introduced Bill No. 5231 approving a Final Plat for Hoot Owl Acres (PF-05-24-9164) generally located West of SE Adams Dairy Parkway and North of SE Major Road. City Clerk Erin Ford made the first reading of Bill No. 5231 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5231 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5231

Ms. Ford made the second reading of Bill No. 5231 by title. Councilmember Edmondson moved to adopt Bill No. 5231 upon its second reading and give it **ORDINANCE NO. 5341,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson – Aye
Mayor Lievsay – Aye

PUBLIC HEARING – UNIFIED DEVELOPMENT CODE AMENDMENT RELATED TO INOPERABLE VEHICLES (UDCT-06-24-9188)

Mayor Lievsay opened the Public Hearing to consider amendments to the Unified Development Code related to the definition of inoperable vehicles (UDCT-06-24-9188) at 6:46 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Senior Director of City Development Mike Mallon reviewed the details of the proposed amendments to the Unified Development Code related to the definition of inoperable vehicles and addressed

questions from the Council.

MOTION TO CONTINUE PUBLIC HEARING

After Council discussion, Councilmember Ericson moved to continue the public hearing on amendments to the Unified Development Code related to the definition of inoperable vehicles (UDCT-06-24-9188) to the August 5, 2024 City Council meeting. Motion seconded by Councilmember Fowler and carried with the following vote:

Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Mayor Lievsay – Aye

MOTION TO CONTINUE – BILL NO. 5232 – UNIFIED DEVELOPMENT CODE AMENDMENT RELATED TO INOPERABLE VEHICLES (UDCT-06-24-9188)

Councilmember Ericson moved to continue Bill No. 5232 approving amendments to the Unified Development Code related to the definition of inoperable vehicles (UDCT-06-24-9188) to the August 5, 2024 City Council meeting. Motion to continue seconded by Councilmember Fowler and carried unanimously.

MOTION TO CONTINUE – BILL NO. 5233 - CODE AMENDMENT REGARDING INOPERABLE VEHICLES

Councilmember Ericson moved to continue Bill No. 5233 amending Section 245.160.12 – Enumeration of Nuisances of the Code of Ordinances, City of Blue Springs, Missouri, to add "unlicensed" to the definition of inoperable vehicle as a nuisance violation of City Code to the August 5, 2024 City Council meeting. Motion seconded by Councilmember Fowler and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5234 – CODE AMENDMENT RELATING TO COLBERN ROAD SPEED LIMIT

Councilmember Fowler introduced Bill No. 5234 amending Section 320.050 of the Code of Ordinances, City of Blue Springs, Missouri, to amend speed limits on Colbern Road to 35 miles per hour. City Clerk Erin Ford made the first reading of Bill No. 5234 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5234 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried with a vote of 6-1 with Councilmember Kaylor voting no.

2ND READING – BILL NO. 5234

Ms. Ford made the second reading of Bill No. 5234 by title. Councilmember Edmondson moved to adopt Bill No. 5234 upon its second reading and give it **ORDINANCE NO. 5342**, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Kaylor – No
Tholen – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Mayor Lievsay – Aye

RESOLUTION NO. 48-2024

Councilmember Fowler moved to adopt Resolution No. 48-2024

approving amendments to the City's Purchasing Policy and rescinding Resolution No. 70-2015 adopting the City's Surplus Property Disposal Policy. Motion seconded by Councilmember Ericson and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5235 – CODE AMENDMENT RELATING TO CONTRACTING AUTHORITY

Councilmember Culpepper introduced Bill No. 5235 amending Chapter 115 Officers and Employees, Article V - Authorization To Enter Into Contracts And Setting Of Fees regarding the City Administrator's authorization to enter into Contracts. City Clerk Erin Ford made the first reading of Bill No. 5235 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5235 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Edmondson and carried unanimously.

2ND READING – BILL NO. 5235

Ms. Ford made the second reading of Bill No. 5235 by title. Councilmember Edmondson moved to adopt Bill No. 5235 upon its second reading and give it **ORDINANCE NO. 5343,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Tholen – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5236 - CONTRACT WITH BLUE SPRINGS R-IV SCHOOL DISTRICT FOR POLICE OFFICERS AND DISPATCHING SERVICES

Councilmember Culpepper introduced Bill No. 5236 approving a contract in the amount of $183,914.00 with the Reorganized School District No. IV of Jackson County, dba Blue Springs R-IV School District for police officers at Blue Springs School District High Schools and dispatching services for the 2024-2025 school year. City Clerk Erin Ford made the first reading of Bill No. 5236 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5236 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5236

Ms. Ford made the second reading of Bill No. 5236 by title. Councilmember Edmondson moved to adopt Bill No. 5236 upon its second reading and give it **ORDINANCE NO. 5344,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5237 - DECLARING AS SURPLUS REAL PROPERTY THE CITY-OWNED LAND ON ADAMS DAIRY PARKWAY AND AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL

Councilmember Culpepper introduced Bill No. 5237 declaring as surplus real property the city-owned land on Adams Dairy Parkway north of the golf course and south of St. Luke's Specialty Clinic and authorizing the issuance of a Request for Proposal for the sale of the land. City Clerk Erin Ford made the first reading of Bill No. 5237 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5237 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Culpepper and carried unanimously.

2ND READING – BILL NO. 5237

Ms. Ford made the second reading of Bill No. 5237 by title. Councilmember Edmondson moved to adopt Bill No. 5237 upon its second reading and give it **ORDINANCE NO. 5345,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5238 – ADAMS FARM SUBORDINATE BOND

Councilmember Culpepper introduced Bill No. 5238 approving a First Supplement to Trust Indenture that modifies the definition of "Approved Investor" and the process for making transfers of the Series 2015B Bonds. Blue Springs Development Three, Inc., developer of property in accordance with the Adams Farm Tax Increment Financing Plan has requested that the City modify the terms for the transfer of the Subordinate Special Obligation Tax Increment and Special District Bonds (Adams Farm Project) Series 2015B. City Clerk Erin Ford made the first reading of Bill No. 5238 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5238 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5238

Ms. Ford made the second reading of Bill No. 5238 by title. Councilmember Edmondson moved to adopt Bill No. 5238 upon its second reading and give it **ORDINANCE NO. 5346,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Mayor Lievsay – Aye

PRESENTATION – RETAIL

Senior Director of City Development Mike Mallon introduced Kam

STRATEGIES

South with Retail Strategies. An update on research, analysis and retail recruitment efforts pursuant to their contract with the City was presented.

VISITORS

Citizen Michelle Floyd spoke regarding animal control.

Citizen Debbie Steiner spoke regarding a court and code issue.

COUNCIL COMMENTS

Councilmember Culpepper: Girls on Fire is in the second session.

Councilmember Ericson: Recognized the passing of friend and fellow veterinarian Dr. Bud Herzog.

Councilmember Fowler: Appreciates efforts in opening Aquatics Center and contract for staff customer service training.

MAYORAL ANNOUNCEMENTS

- Proclamation for Parks and Recreation Professionals Day

CLOSED SESSION

At 8:03 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(1), (2) and (9) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Litigation, Real Estate and Employee Groups, and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Ericson and carried with the following votes:

Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Mayor Lievsay – Aye

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL WORK SESSION
JULY 29, 2024

A Work Session of the City Council of the City of Blue Springs, Missouri, was held on Monday, July 29, 2024, 6:30 p.m. in the Administrative Training Room of the Blue Springs City Hall, 903 W. Main Street with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, Assistant City Administrator Dennis Dovel, Assistant to the City Administrator Sheryl Morgan, Senior Director of City Development Mike Mallon, Director of Parks and Recreation Justin Stuart and City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:31 p.m. The City Clerk confirmed a quorum of the Council was present.

TRANSPORTATION COSTS

City Administrator Christine Cates presented information regarding transportation costs for residents via Kansas City Area Transportation Authority (KCATA) and OATS Transportation and addressed questions from Council.

Council gave direction to Staff to direct funds previously allocated to KCATA to OATS transportation expenses.

MID-AMERICA REGIONAL COUNCIL CHANGES FOR SENIOR SERVICES

Parks and Recreation Director Justin Stuart presented information regarding Mid-America Regional Council (MARC) grant funding changes to senior services and addressed questions from Council.

Council gave direction to Staff to look at funding options for senior services based on the new grant funding changes from MARC.

INOPERABLE VEHICLES

Senior Director of City Development Mike Mallon presented information at the request of Councilmembers Fowler and Culpepper regarding the proposed Unified Development Code and City Code Amendments related to adding the word “unlicensed” to the definition of Inoperable Vehicles. Council discussed options from other municipalities.

ADJOURN

Councilmember Edmondson moved to adjourn and motion seconded by Councilmember Tholen. At 7:47 p.m., there was no further business to come before the Council, Mayor Lievsay declared the meeting adjourned.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____

DRAFT

Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 14, 2024

SUBMITTED BY: Karen Van Winkle **DEPARTMENT: Finance**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a five-year contract with UMB Financial Corporation for banking services in an amount not to exceed $200,000.

BACKGROUND/JUSTIFICATION

The Government Finance Officers Association (GFOA) recommends that state and local governments ensure periodic reviews of banking services. Though the City was scheduled to issue a Request For Proposals in fiscal year, 2023, the failure of two national banks and the concern about the stability of the banking industry caused Finance Department staff to delay the issuance of an RFP for one year.

Following the Silicon Valley Bank issue, the Federal Reserve implemented stricter oversight and regulations on banks, particularly focusing on risk management practices and lending standards. They enhanced monitoring of banks' activities, conducted regular stress tests, and enforced measures to ensure banks maintain adequate capital reserves. Additionally, the Federal Reserve worked on improving communication and collaboration among regulatory agencies to better identify and address emerging risks in the banking sector.

Given this information, the City of Blue Springs issued an RFP on February 26, 2024. The City received two responses: Commerce Bank and UMB Financial Corporation. Four members of the City's Finance Department reviewed the responses and met with the two banks to discuss the proposals. Information reviewed included experience with similar projects, expertise of firm personnel, technology, products offered, security, customer service, project approach, and pricing.

Both UMB and Commerce are good banks, have great staff, can provide all services needed, and both offer other comparable services which can be implemented in the future. According to calculations, UMB's net cost is better than Commerce primarily because of the way in which Commerce structures their Repo agreement. Additionally, the service disruption costs to convert to a new bank, including data migration expenses, IT and operational costs, internal and external customer impact, and staff time, increases the cost of the Commerce proposal substantially. Based upon this information, review of the written proposals, interviews and pricing documents, the team recommends UMB Financial Corporation.

UMB Financial Corporation was founded in 1913 as a financial service holding company of $1,100 first day deposits and has grown to over $44 billion in assets. UMB Financial Corporation holds financial stability ratings of A/Negative with Fitch and BBB+ with S&P. UMB Financial Corporation has approximately 3,600 employees and is headquartered in Kansas

City, Missouri.

The City has contracted with UMB for banking services since 2001. During this time, many technical improvements have been implemented by the City. Examples include positive pay, procurement cards, retail lockbox and online banking. To ensure the City continues to progress as additional banking services become available, the Finance team will meet with UMB Financial Corporation semi-annually to review current processes and identify process improvements.

FINANCIAL IMPACT

Contractor:	UMB Financial Corporation
Amount of Request/ Contract:	Not to exceed $200,000 over 5 years
Amount Budgeted:	$38,953 annually 100-13000-530145 - $15,013 100-11000-530145 - $3,640 430-13590-530145 - $20,300
Budget Year:	FY 2025-26
Funding Source/Account #:	100-13000-530145 - $15,013 100-11000-530145 - $3,640 430-13590-530145 - $20,300
Account Balance:	100-13000-530145 - $15,013 100-11000-530145 - $3,640 430-13590-530145 - $20,300 Upon approval of the FY 2025-26 budget Date: 7/1/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2029
Years and Months Contract in effect	**Number of times renewable**
5 years	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Karen Van Winkle***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	N/A
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	UMB Financial Corporation Lanie Sedlacek, SVP, Treasury Mgmt. 1010 Grand Blvd. Mailstop 1020204 Kansas City, MO 64106 Lanie.Sedlacek@umb.com 816-860-1879
Project Exemption Certificate needed:	☐	N/A
Other:	☒	**UMB DOCUMENTS: EXHIBIT A** Commercial Deposit Account Signature Card Organization Resolutions and Agreements Pledge and Security Agreement Master Repurchase Agreement Organization Resolution and Agreement for Credit Card Program Treasury Management Services Master Agreement

Resolution No. 51-2024

A RESOLUTION APPROVING A FIVE-YEAR CONTRACT WITH UMB FINANCIAL CORPORATION FOR BANKING SERVICES

WHEREAS, the Government Finance Officers Association (GFOA) recommends state and local governments assure periodic reviews of banking services; and

WHEREAS, the Finance Department issued a Request for Proposals for Banking Services on February 26, 2024; and

WHEREAS, the Finance Department received two bids and now recommends the City award a five-year contract to UMB Financial Corporation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a five-year contract with UMB Financial Corporation, 1010 Grand Blvd., Kansas City, MO, 64106, for Banking Services in an amount not to exceed $200,000.00. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EFFECTIVE DATE: OCTOBER 1, 2024	TERMINATION DATE: SEPTEMBER 30, 2029	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**UMB Financial Corporation** **1010 Grand Blvd.** **Kansas City, MO 64106**
Attention: Karen Van Winkle	Attention: Lanie Sedlacek
Department: Finance	Phone: 816-860-1879
Phone: 816-228-0106	

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this 1 day of July, 2024, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services, construction and labor and/or provide, materials and equipment as hereafter described in connection with a project more particularly described in ***Exhibit 1***; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services**. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications.

2. **Addition to Services**. The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in ***Exhibit 1*** or the bid document(s) associated with this Contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.

3. **Exchange of Data**. All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge,

and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel**. The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term**. The services of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit 1***.

6. **Costs not to Exceed**. The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, as described in the Maximum Payment section of ***Exhibit 1*** for this contract and Paragraph 7.b which cannot be exceeded unless this contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.

7. **Payment**.

a. **Conditioned upon acceptable performance**. Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in ***Exhibit 1***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **$200,000** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event

of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, and materials as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

9. **Conflicts**. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq*. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment**. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

11. **Discrimination**. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. **Occupational License**. The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this contract until this occupational license has been obtained.

13. **Compliance with Laws**. Contractor agrees to comply with all applicable federal, state and local laws, including but not limited to “prevailing wage” and “Davis-Bacon”, or rules and regulations applicable to the provision of services and products hereunder. Contractor

affirmatively states that payment of all local, state, and federal taxes and assessments owed by contractor is current.

14. **American Made Products.** Pursuant RSMo 34.353, as amended, if this contract is for more than $25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

15. **Nonresident/Foreign Contractors**. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. (*See also,* Section 351.574 RSMo. as to consequences of failing to comply.)

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

16. **General Independent Contractor Clause**. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. **City Benefits**. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within

two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability: Minimum limit $1,000,000 combined single limit, $2,000,000 annual aggregate for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $1,000,000 combined single limit with City named as an additional insured on the policy.

c. Workers' Compensation: Statutory requirements.

The provision of insurance shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

19. **Liability and Indemnity**. The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

d. This contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation.

20. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. (*Note: If the contract is not in excess of five thousand dollars, this provision does not apply and the affidavit need not be signed.*) Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A

subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors*.

The following Affidavit shall be used by the contractor and any subcontractors that are required to sign:

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Lanie Sedlacek, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Lanie Sedlacek and I am currently the Sr.P. Treasury Mgmt of UMB Bank, n.a. (hereinafter "Company"), whose business address is 1010 Grand Blvd, Kansas City MO 64106, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Lanie Sedlacek
Affiant / Contractor

Lanie Sedlacek
Printed Name

Subscribed and sworn to before me this 1 day of July, 2024

Vickie Lynn Beason
Notary Public

SEAL

Vickie Lynn Beason
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Apr 6, 2025
Commission # 13767297

21. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600, RSMo, Advisor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Advisor's certification of compliance with the Anti- Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

22. **Notices**. All notices required or permitted under this contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

23. **Jurisdiction**. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

24. **Entire Contract**. This contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

UMB FINANCIAL CORPORATION

By: _____
Name: Lanie Sedlacek
Title: SVP, Treasury Management Officer

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
John Mullane, Interim City Attorney

Exhibit 1 to Contract **Scope of Work**		
Name of Contractor	UMB Financial Corporation	
Scope of Work (Job Description)	Banking services to be provided as indicated in UMB Financial Corporation response to the City of Blue Springs Banking Services Request for Proposals (RFP), attached hereto and incorporated herein as Attachment A and Pricing/Cost response, attached hereto and incorporated hereto as Attachment B.	
Start Date	October 1, 2024	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	September 30, 2029	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$200,000	Maximum payment for services rendered over the full term of the contract
	$	Maximum amount of expenses to be reimbursed
	$ 200,000	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project ☐ Monthly Payments Based On Rate of $_____ Per Hour ☒ Incremental Payments As Follows: Monthly electronic debit based upon volume of services ☐ ____% retainage held until completion of project.	

EXHIBIT A

City of Blue Springs, MO

Request for Proposal
Banking Services

April 10, 2024

Lanie Sedlacek
SVP, Treasury Management

816.860.1879
Lanie.Sedlacek@umb.com

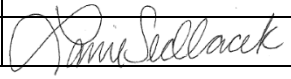
Monty Spradling
SVP, Relationship Manager

816.860.8044
Monty.Spradling@umb.com

UMB Bank, n.a.
1010 Grand Blvd.
Kansas City, MO 64106

UMB.com

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below.
Respondents are required to complete, sign, and return this form with their submittal.

Company Name:	UMB Bank, n.a.		
Address:	1010 Grand Blvd.		
City/State/Zip:	Kansas City, MO 64106		
TIN:	44-0194180		
Entity Type:	Corporation, Financial Services		
Telephone Number:	816-860-1879		
Fax Number:	816-691-6857		
E-Mail Address:	Lanie.Sedlacek@umb.com		
Authorized Person (Print):	Lanie Sedlacek	Title:	SVP, Treasury Management and Card Sales
Signature:		Date	04/10/2024

April 10, 2024

City of Blue Springs, MO
Attn: Ms. Karen Van Winkle, Director of Finance
1100 SW Smith Street
Blue Springs, MO 64015

Dear Ms. Van Winkle,

On behalf of the management and staff of UMB Bank, I wish to thank you for the opportunity to retain our banking relationship with the City of Blue Springs. We fully understand that you have many choices available when it comes to selecting a bank. Given the competitive market, we believe that our service philosophy continues to differentiate us from other institutions.

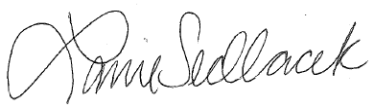
UMB is dedicated to serving the financial needs of the public sector. We currently provide banking services to government entities throughout our footprint, including other local Cities and municipalities such as City of Independence, Unified Government of WYCOKCK, City of Raytown, City of Lenexa, and City of Overland Park; to name a few. We are committed to government banking and will continue to provide the City of Blue Springs with experienced professionals who understand the unique needs of your organization.

We understand that safety and soundness is a main concern for our customers, and we are proud to share that financial stability is a cornerstone of UMB's continued success. UMB is consistently named one of "America's Best Banks" by Forbes and SNL Financial. Because of this financial strength, we can provide the City with the collateral required to secure your deposits and the peace of mind that your funds are being managed by a responsible institution.

Our goal is to continue our partnership with the City, which meets your operational needs and achieves your financial goals.

Again, on behalf of the entire team at UMB, we thank you for the opportunity to retain your business. UMB would be honored to continue as City of Blue Springs' banking partner.
.

Best Regards,



Lanie Sedlacek
SVP, Treasury Management & Card Officer
UMB Bank n.a.

To be eligible to submit a proposal, the bank must be a Federally or State chartered financial institution, be insured by the Federal Deposit Insurance Corporation and Form 24 Blanket Bank Bonds, and must provide proof of current standing as an eligible public depository. Respondents must provide financial statements for the past two fiscal years (with an unqualified opinion from a certified public accountant) and ratings for the bank and/or bank holding company from two of the following agencies: Standard & Poor's, Moody's, Fitch, or Sheshunoff. Include ratings for: (e.g., senior debt, subordinate debt, long-term deposit). Confirmation is required that the bank will communicate to the City, immediately, any changes in its credit rating or bank rating during the contract period.

The bank must have a minimum of five years of experience with a government or corporate account, must be located within the City limits of Blue Springs, Missouri and must be current on any Blue Springs, Missouri taxes, fees, or licenses. It is expected that the successful bank will exceed these qualifications.

UMB meets all requirements described above by the City.
Information on UMB's FDIC current standing and information can be found at:
https://banks.data.fdic.gov/bankfind-suite/bankfind/details/8273

UMB's financial reports and filings can be found at:
https://investorrelations.umb.com

To be considered, the bank must also provide the following:

- Disaster recovery plan (back-up sites and system back-up process).
- As a requirement for execution of the agreement under FIRREA, the bank's proposed custodial agreement for the collateral pledged to secure the government's account.
- Designated account representative and back-up with authority to resolve issues.
- Bios of personnel assigned to the City's account.
- References, including two comparable public entities.
- Fee Schedule listing pricing for required and optional services.
- Historical rate schedule that gives the average interest-bearing options for the prior 12 months (interest bearing accounts, money market accounts, ECR, and sweep rates).
- Transition plan approach and timeline defining implementation periods and defined responsibilities.

UMB's Disaster Recovery:
UMB Financial maintains a well-developed Recovery Program, including both Business Resumption and Disaster Recovery capabilities. Our recovery plans, under the umbrella of a Master Continuity Plan, include both Disaster Recovery Runbooks and Business Unit Continuity Plans. These plans encompass life safety, technological recovery, processing recovery, incident management and crisis communications. These plans are designed to respond to likely event categories, such as weather, technology disruptions (both internal and external), facility events, staffing events (including pandemics) and civil unrest. UMB Financial reviews all critical third parties, at least annually, to ensure they have appropriate plans for those parts of their operations that could impact services. Our main data center operates on two different local power grids fed from two different power substations, as well as dual back-up generator, either of which could provide the necessary power to run the entire load on its own. Our secondary data center, which is in a totally different geographic

area is a co-located space in a Tier IV-rated facility.

Relationship Team:
UMB's service philosophy is to surround our commercial clients with a team of experienced, dedicated partners to serve all of the City's needs. Led by your relationship manager, your team includes:

- Designated Relationship Manager: Monty Spradling
- Designated Treasury Management Officer: Lanie Sedlacek
- Designated Treasury Management Service Partner: Jose Rodriguez
- Designated Commercial Card Account Executive: Sarah Antrobus

Transition Plan:
As Blue Spring's current provider for banking services, UMB is confident we can continue to provide the required services and customer experience the City expects. UMB provides a dedicated and experienced relationship team to serve the City. We provide proactive consulting and service touch points to ensure quality and satisfaction with the partnership. A continued partnership with UMB means zero transition period for this new contract term, saving money, time, and resources for the City.

Interest Rate History:
As part of our proposal, UMB will offer the City a rate equivalent to the **US National Fed Funds Effective rate minus 100 basis points. As of 4/8/2024, this rate is equal to 4.33%.**
The table below shows a 12-month history of the US National Fed Funds rate, the proposed equivalent for the City, and UMB's standard Earnings Credit Rate (ECR).

Month	Federal Funds Target Rate	Proposed Rate Equivalent for the City	Standard ECR
May 2023	4.83%	3.83%	0.30%
June 2023	4.83%	3.83%	0.30%
July 2023	5.08%	4.08%	0.30%
August 2023	5.33%	4.33%	0.30%
September 2023	5.33%	4.33%	0.30%
October 2023	5.33%	4.33%	0.30%
November 2023	5.33%	4.33%	0.30%
December 2023	5.33%	4.33%	0.30%
January 2024	5.33%	4.33%	0.30%
February 2024	5.33%	4.33%	0.30%
March 2024	5.33%	4.33%	0.30%
April 2024	**5.33%**	**4.33%**	0.30%

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the bank and will not be chargeable in any manner to the City.

UMB Financial Corporation Fact Sheet

As of December 31, 2023

UMB Financial Corporation (Nasdaq: UMBF) is a financial services company headquartered in Kansas City, Missouri. UMB offers commercial banking, which includes comprehensive deposit, lending, treasury management and investment services, personal banking, which includes wealth management and financial planning services, and institutional banking, which includes asset servicing, corporate trust solutions, investment banking, and healthcare services.

For more than 110 years, we've operated with high-touch, responsive service, prudent business practices, and a stable balance sheet. Because of this, we have weathered all economic cycles—and will continue to do so.

We have strong capital levels and a very strong liquidity position, along with a loan-to-deposit ratio that allows us to be there for our customers during times of need. We believe in doing what's right, not what's popular, and that value has helped us support our customers when they need us most.

> *"We closed 2023 with strong fourth quarter performance, demonstrating the power and resilience of our diversified business model. Results were accentuated by continued loan and deposit growth, expanding net interest margin and net interest income, solid fee income growth and exceptional asset quality."*
>
> —**Mariner Kemper**, Chairman, President and Chief Executive Officer, UMB Financial Corporation

Fourth Quarter 2023	
Quarterly Total Revenue	$370.8 million
Market Cap	$4.1 billion
Total Assets	$44.0 billion
Percentage Average Noninterest Bearing Deposits	31.0%
Percentage Revenue From Fees	37.8%
Dividends Per Share	$0.39
Price to Earnings Ratio*	11.6x
Fitch Rating/Outlook	A/Negative
Moody's Rating/Outlook	Baa1/Stable
S&P Rating/Outlook	BBB+/Stable
Employees	3,599

**Price to earnings ratio is calculated using the last 12 months EPS.*

Peers versus UMBF comparison[1]

	Peer Median	UMBF	
Asset Growth Dec. 31, 2018 vs. Dec. 31, 2023	69.9%	88.5%	Our 5-year asset growth exceeds peers.
Average Loan-to-Deposit Ratio	86.3%	70.7%	We have plenty of liquidity to meet the needs of our customers.
Common Equity Tier 1 Ratio	10.35%	10.94%	We continue to operate with strong capital levels.
Net Charge-off/Average Loans	0.19%	0.02%	Our strong asset quality is the result of sound credit risk management.

[1] *All data is for the fourth quarter 2023 or as of Dec. 31, 2023, as indicated. Industry source: S&P Global Market Intelligence.*

UMB Financial Corporation Fact Sheet

As of December 31, 2023

UMB announced net income of $70.9 million, or $1.45 per share, for the fourth quarter of 2023, compared to $96.6 million, or $1.98 per share, for the linked quarter and $100.2 million, or $2.06 per share, for the fourth quarter of 2022. Net operating income was $112.0 million, or $2.29 per share, for the fourth quarter of 2023, compared to $98.4 million, or $2.02 per share, for the linked quarter and $101.1 million, or $2.07 per share for the fourth quarter of 2022.*

- Key highlights from the fourth quarter results included a 3.7% increase in net interest income from the linked quarter, facilitated by a 6.3% annualized increase in average loans
- At Dec. 31, 2023, total deposits increased $3.2 billion to $35.8 billion compared to year-end 2022, and were $2.4 billion above Sept. 30, 2023 balances
- UMB remains well-positioned with an attractive average loan-to-deposit ratio of 70.7%, strong capital levels, and a high-quality loan portfolio.

All per share metrics above are on a diluted share basis.

* Net operating income is a non-GAAP measure. See page 48 of the 4Q'23 Investor Presentation for reconciliation to net income.

Mariner Kemper
Chairman, President and Chief Executive Officer, UMB Financial Corporation

Ram Shankar
Chief Financial Officer, UMB Financial Corporation

MEDIA RELATIONS CONTACT

Stephanie Hague
Corporate Communication
816.860.5088

INVESTOR RELATIONS CONTACT

Kay Gregory
Investor Relations
816.860.7106

P.O. Box 419226
Kansas City, MO 64141-6226

Lead Bank: UMB Bank, n.a., member FDIC

Headquarters: 1010 Grand Boulevard, Kansas City, MO 64106

UMB subsidiaries include:

UMB Distribution Services, LLC
UMB Asset Management, LLC
UMB Financial Services, Inc.
UMB Fund Services, Inc.
UMB Insurance, Inc.
UMB Trust Company of South Dakota

UMB Financial Corporation Information Security Statement

UMB Financial Corporation (UMB) believes that information security is an important part of our commitment to our clients, and a foundational aspect of delivering safe, secure and quality products and services. This belief is embedded in our culture and is emphasized throughout the organization by our Board of Directors, senior leaders, officers, managers and associates.

Our information security strategy is based on the security standards required by law or regulation, including those set forth in the Gramm-Leach-Bliley Act (GLBA), Sarbanes-Oxley (SOX), Health Insurance Portability and Accountability Act (HIPAA), state privacy laws, and on industry leading practices, including the Payment Card Industry Data Security Standard (PCI DSS) and the National Institute of Standards and Technology (NIST) Cyber Security Framework.

Guided by these applicable laws, regulations and standards, UMB's Chief Information Security officer (CISO) and Chief Information Officer (CIO) are responsible for ensuring that an agile, risk-based information security strategy is employed throughout the organization, comprised of the people, processes and technology required to maintain defense in depth.

UMB has extensive security policies, standards and procedures, including those related to physical security, access management, remote access, mobile devices, application and server security, network security, threat and vulnerability management and encryption. Access to information is granted on a "need to know" basis and all associates are trained throughout the year in order to minimize risk of improper disclosure.

In addition to internal examinations performed by UMB's Corporate Audit and Corporate Risk Services departments, our information security program is subject to regular oversight by numerous federal regulatory agencies, including the Securities Exchange Commission (SEC), the Federal Reserve Board (FRB), the Office of the Comptroller of Currency (OCC), the Consumer Financial Protection Bureau (CFPB), and the Financial Industry Regulatory Authority (FINRA). We are also subject to the operating rules imposed by the Card Associations (i.e., Visa and MasterCard), and our security operations are regularly monitored by those associations

Our service providers also have a fundamental responsibility to protect the sensitive health and financial information of our joint customers. UMB requires third parties accessing, processing or storing confidential information to adhere to the same information security standards as apply to UMB. Our comprehensive third party risk management framework ensures that each relationship is subject to in-depth due diligence procedures based on industry leading practices prior to establishing the relationship and during the course of the relationship. Third parties are contractually obligated to comply with specific requirements that incorporate these standards when handling sensitive health and financial information.

Our team of information security specialists are prepared to discuss this important area more fully with their counterparts in client and prospective client organizations, subject, of course, to appropriate nondisclosure agreements being in place prior to the initiation of such discussions. Teams are led by and include associates holding industry certifications including, but not limited to, CISSP, CISM, CISA, CRMA, and CIPP. Our information security teams participate in several industry specific forums including FS-ISAC (Financial Services – Information Sharing and Analysis Center, ICI (Investment Company Institute) CISO Council, and law enforcement sponsored forums.

Information, in all its forms, is a valuable asset and UMB is committed to ensuring due care is exercised in its protection. We believe that the protection of the information in our care is critical to the ongoing success of UMB and its clients and paramount to the safety, security and quality of the products and services we provide.

SCOPE OF BANKING SERVICES

The bank must describe any products or services that will or could be provided by the bank related to each service noted below. The respondent should note the section of the RFP that is being addressed with each response.

Wire Transfer Services:

The City requires the use of both incoming and outgoing wire transfers.

Describe the bank's services related to the following:

- Policy on daylight overdrafts, including aggregation of accounts and wire deadlines.
- Ability of City to initiate and monitor wire transfers online.
- Ability to create and store repetitive wire instructions/templates.
- Ability to create and store future dated wire instructions.
- Security measures for wire initiation and approval.

UMB understands and can provide this requirement. UMB is the largest wire originator in the 10th Federal Reserve City. The City has the ability to initiate wire transfers in UMB Direct or through recorded phone call. Wires are sent with same-day settlement and immediate finality. Wires can be scheduled up to 30 days in advance and additionally, set on an automated recurring schedule if desired.

UMB requires dual approval for all non-repetitive wires (one authorized user initiates and a second authorized user approves) prior to the release of the wire. Authorized users are required to provide their user ID and digital token code when initiating or approving a wire.

Domestic and International USD Wire transfers may be initiated and confirmed by phone from 7:30 a.m. - 5:00 p.m. CT Monday through Friday, except bank holidays. Please call the Wire Transfer Department at 888-449-4737 for phone initiation.

Corporate tax payment wires to the IRS may be initiated and confirmed from 7:30 a.m. - 3:00 p.m. CT Monday through Friday, except bank holidays. Please call the Wire Transfer Department at 888-449-4737 for phone initiation.

Domestic Wire transfers may be initiated and confirmed online from 7:30 a.m. - 5:00 p.m. CT Monday through Friday, except bank holidays.

International USD Wire transfers may be initiated and confirmed online from 7:30 a.m. - 4:00 p.m. CT Monday through Friday, except bank holidays.

UMB Direct is available to view wire transfer history or pending transfers 24 hours a day, 7 days a week.

UMB offers an in-house trade desk for international needs. International wires can be sent using the same process as outlined above, and UMB has the capability to convert USD to 18 of most common foreign currencies through our trade desk, or through UMB Direct.

Incoming wires are given same day credit to UMB accounts. UMB provides incoming wire details on UMB Direct within 10 minutes of us receiving the wire instructions. Transaction Detail reporting

remains on UMB Direct for 90 days.
Outgoing wire transfers can be completed online by two authorized users.

Daylight Overdrafts
Assuming the funds are available the next business day, and the anticipated overdraft is communicated to UMB, Daylight overdrafts will be allowable without penalty.

Automated Clearing House (ACH):

The City requires the use of ACH for direct deposit of payroll disbursements, collections for utility billing and community center membership accounts, payment to credit card vendors and payment to various vendors. The City currently uses an ACH Debit blocker, with a few exceptions, on its accounts. The City processes approximately 1,082 ACH debits and 1,481 ACH credits originated per month through its Operating account. The bank should be both a sending and receiving bank of the National Automated Clearing House Association (NACHA)

Describe the bank's services related to the following:

- Method by which the City can submit ACH files.
- Pre-notification policy.
- Re-presentment of checks through ACH on a targeted date.
- Security measures for ACH initiation/origination and ACH reception (filters/blockers).

UMB understands and will comply with the above requirements. UMB is proud to be one of the top 25 ACH Originators in the country. With UMB Direct, The City has the ability to manually enter ACH payments through one-time payments, templates, or through the upload of NACHA files through UMB Direct's file import tool. ACH payments are typically settled next business day, and can be scheduled up to 30 days in advance or set on a recurring automated schedule.

Same day ACH would allow The City to process a debit or credit ACH file for settlement the same day. The file cutoff time for same day settlement is 12:15pm CST for 5:00pm settlement local time. International transactions and transactions over $25,000.00 are not eligible for same day ACH. Cost for Same Day ACH is $2.00 surcharge per debit or credit item originated in addition to your traditional ACH pricing quoted on the Bid Pricing Form. ACH Block prohibits ACH payments completely.

ACH Filter
With the steady increase of ACH activity, the risk of unauthorized ACH debit transactions to corporate accounts has also increased. Companies must vigilantly ensure against many types of fraud that can be perpetrated against them. If your organization does not monitor its bank account daily for fraudulent transactions, the chance of unauthorized transactions may increase dramatically. UMB's ACH Filter Service gives you peace of mind of knowing that only authorized electronic transactions will post to your account.

ACH Filter Email Alerts & Decision Making
Notification of suspect items is provided through email alerts to designated user(s). This alert prompts the user(s) to view suspect items and to provide instructions to UMB to either pay or return

these items. This process is managed online through the UMB Direct. The deadline for making decisions on suspect items is 7:00 p.m. CST.

Availability of Funds:

At a minimum, the City requires that funds be available to the City in compliance with Federal Reserve Bank policy. The City requires same day credit for U.S. obligation security maturities and coupon flow, on-us checks, and wires.

Describe the bank's services related to the following:

- Availability policies & specify if they differ from the Federal Reserve Bank.
- Policy on receiving same day credit for deposits.
- Do the bank policies include expedited availability.

UMB understands and will comply with this requirement. UMB offers our public fund customers an aggressive funds availability schedule. Branch deposits received prior to 3:00 pm CST will receive same-day credit. The City has the option to have NSF items returned to the Business Office after the first attempt at clearing is returned, or after an automatic re-clear (2nd attempt).

Monthly Statements and Account Analysis:

The City requires that the cut-off date for statement purposes for all accounts shall be the last banking business day of each month. Statements, including a formal account analysis, shall be available to the City monthly in either Excel format or in a file format that is compatible with Excel. All fees agreed upon as part of this proposal will be charged on the monthly, itemized statement and will be paid by a debit to the account. The City requires on-line access to account information.

Describe the bank's services related to the following:

- Availability of monthly statements (timing and format).
- Provide a sample copy of the bank's statement and account analysis.
- Dispute resolution process.

UMB understands and will comply with this requirement. Bank statements are available the 1st business day following month end; Analysis statements are available on the 2nd business day of the following month. Both bank statements and analysis statements are archived on UMB Direct for 24 months and are available for download in Excel (.csv), text (.rtf) or PDF.
Any disputes can be handled by contacting your Treasury officer or Relationship Manager for immediate attention.

Collection and Deposit Services:

The City currently delivers its deposits to the bank's local branch and obtains change orders at this location. Deposits are delivered by several different City employees located in various departments throughout the City. The bank shall provide locking deposit bags for which the bank and City will each have a key unless the bank has a recommended

process that is agreed upon by both parties. The bank will also provide the City deposit slips for each account. The current process for which discrepancies are addressed is for the local branch to contact the City Finance Department for processing instruction. Cleared checks must be provided electronically and in a file format that is compatible and will allow upload to the City's accounting software.

Describe the bank's services related to the following:

- Deposit locations, cutoff times, and requirements by location (vault, teller, bank center, branch).
- Bank policy on strapped/rolled and pricing basis.
- Coin counting services.
- Returned Checks should be presented two times.
- Credit advice processing (online or mailed).
- Discrepancy policies.
- Type of deposit bag used/required.
- Change order processing.
- Standard return and re-clear processing.
- Deposit reconciliation services available.

UMB will continue to provide the above services for the City. Return check presentments, discrepancy handling, deposit requirements, and deposit advices will remain unchanged unless requested by the City.

UMB has 2 branch locations within the City of Blue Springs, Missouri and an additional 7 UMB ATM's. UMB has a total of 32 branch locations in the Kansas City metro. Below are the Blue Springs location details.

7 Highway Branch and ATM
Branch and ATM
301 NW State Route 7
Blue Springs, MO 64014
816.220.5510

Lobby hours:
Mon- Fri 9:00am-5:00pm
Sat 9:00am-12:00pm
Services: ATM, Night Deposit

Drive-up hours:
Mon-Fri 8:00am-6:00pm
Sat 9:00am-12:00pm

Woods Chapel Branch and ATM
Branch and ATM
3500 NW South Outer Road
Blue Springs, MO 64015
816.220.7230

Lobby hours:
Mon- Fri 9:00am-5:00pm
Sat 9:00am-12:00pm
Sun Closed

Drive-up hours:
Mon-Fri 8:00am-6:00pm
Sat 8:00am-12:00pm

Services: ATM, Night Deposit

UMB offers our public fund customers an aggressive funds availability schedule. Branch deposits received prior to 3:00 pm CST will receive same-day credit. The City has the option to have NSF items returned to the Business Office after the first attempt at clearing is returned, or after an automatic re-clear (2nd attempt).

Currency and coin orders can be placed through the branches, or through our main vault in Kansas City, MO. Vault orders can be placed using UMB's IVR or through an email template to our Vault team. Orders received prior to noon will be delivered next-day.

Deposit reconciliation services are available by creating customized deposit slips containing a location or department code as part of the MICR line. Reconciliation reports can then be provided by location/department, and are provided in an electronic file transmission available for download. Deposits details are also provided in UMB Direct the following business day.

Courier Services:

The City does not currently utilize this service but is interested in obtaining additional information to determine if it would be beneficial.

UMB partners with Loomis for courier, virtual vault, and Smart Safe solutions for our clients. UMB is happy to provide contact information to the City for you to explore if using a courier service is the best fit for your needs. UMB does not require clients to use Loomis; the City has the option to select a provider, and will post provisional credits for clients using Loomis, Brinks, or Garda.
Loomis does provide a portal for reporting and reconciliation.

Remote Deposit Services Including Check Truncation and Check Conversion:

The City does not currently utilize this service but is interested in obtaining additional information to determine if it would be beneficial.

Describe the bank's services related to the following:

- Scanning equipment, software, transfer procedures, batching and security.
- Portal entry or stand-alone services.
- Deadlines for same day credit of deposits.
- Document retention policy for checks converted to ACH or processed via remote deposit capture.
- Liability for fraudulent deposit items.

UMB provides desktop and mobile remote deposit for commercial clients. With both options, administrators have access to view and research items deposited for 2 years online, accessible on any computer with internet access. The remote deposit portal can be accessed as a stand-alone service for users needing only RDC access; or users can have access via their existing UMB Direct login. UMB does require scanners compatible with our software: specific models of RDM, Epson, and DigitalCheck scanners. UMB does not support converting checks to ACH when deposited via Remote Deposit Capture, and foreign items are not allowed. Items deposited through RDC do not

receive same-day credit. Credit is posted to your account the following business day so long as the deposit is submitted prior to 7:00 pm CST.

Collateralization of Deposits:

In its capacity as a depository for City funds, the successful bidder shall provide collateral security of a form and in an amount consistent with Missouri Statute 30.270. The City, however, requests all deposits be collateralized at 105%.

Describe the bank's services related to the following:

- Confirmation that the bank will adhere to the City's collateralization requirements.
- Funds to be collateralized.
- Eligible collateral instruments.
- Marking-to-market reporting requirements.
- Margin requirement.
- Independent third-party safekeeping requirement and name of custodian to be used.
- Substitution requirements.

UMB understands the above requirements, and can provide collateral as described above. UMB will collateralize 105% of all deposit balances and investment balances that are held at UMB. We are direct members of the Depository Trust & Clearing Corporation (DTCC) and the Federal Reserve.

As the depository bank for several hundred public entities, many in the State of Missouri, we are well-experienced in monitoring public fund account balances and providing acceptable collateral on a daily basis. UMB provides access to prior day information on pledged securities via our Investment Banking portal for your convenience. The custodian for pledged securities is the Federal Reserve Bank of Kansas City. UMB will provide collateral in accordance with Missouri state statute to meet the needs of the City.

Lockbox (Retail):

The City currently utilizes a retail lockbox service for its utility billing payments. Payments are made via check from businesses and residents of Blue Springs with the majority being consumer checks. The current lockbox address is a PO Box in Kansas City Missouri. A remittance stub sample is attached as Exhibit D. Bills are due on the 7th, 14th, 21st and 28th of each month. The average monthly collections via the lockbox are 2,037 transactions for a total of $197,218. Exceptions are reviewed by the bank and either processed or sent to the City for review and follow up. The City requires a file to be submitted daily in a format that can be uploaded to the City's utility billing system for posting to customer accounts.

Describe the bank's services related to the following:

- Deadline and format of data transmissions.
- Current lockbox address and location requirement.
- Locations of processing centers.
- Handling of exception items or return items.
- Resolution of processing errors and expected timeframe for resolution.
- Remittance document layout requirements & compare to City sample.

- Transmission requirements.
- Imaging capabilities.
- Conversion of consumer checks to ACH payments.
- Disposition of documents (including imaging capabilities and truncations).

UMB understands and will comply with the above requirements. UMB is a proud provider of local in-house lockbox services. UMB's lockbox processing center is located in our Technology Center in downtown Kansas City, MO, and client tours are available upon request.

UMB does not anticipate changes to our lockbox processing or systems that would impact the City for the next contract term. Mail arrives multiple times a day and is processed prior to the City's designated cutoff time. Within 2 hours of the cutoff time, UMB sends the City all payment data in a tailored file for the City and posts images to our online portal. The City has online access to the deposit information and images of checks, remittance coupons, envelopes, and any other items received in the PO Box for 7 years.
UMB does not convert consumer checks to ACH payments.

We focus on the accuracy and timeliness of payment and remittance information we gather based on your setup instructions.

E-Lockbox
UMB's E-Lockbox solution is a great option for utility collection. UMB consolidates all Bill Pay credits and passes them to the City in a single file including all customer information needed to post the credits in an automated process.

Online Banking Services

The City currently utilizes online banking services for ACH files, positive pay, wires, account transfers, void checks, daily account review and reconciliation and statement retrieval. The City expects to continue to use these services and look for additional opportunities to utilize electronic processes. The City currently receives files in CSV format, though we can handle most file formats.

Describe the bank's services related to the following:

- Software installation requirement.
- Format and security (encryption) of file transmissions.
- Interfacing or Integration of banking data with the City's financial management system, and what support will be available under the contract.
- Training for on-line services.
- Online services and the ability to provide the following basic services:

  Reporting:
  - Daily balance reporting – summary & detail (with images).
  - Daily ACH and wire with full addenda information.
  - Current day reporting.
  - Intra-day reporting (real time or delayed).
  - All reports can be converted to Excel.

  Execution of Transactions:

- Transfers between accounts.
- Initiation of wire transfers.
- Initiation of stop payment orders.
- Positive pay actions including time requirements.
- Initiation of ACH transactions; recurring/repetitive/future ACH debit (collection) or credit (direct deposit) transactions.
- Maintenance of wire transfer templates.
- Stale-dating of checks.
- Services such as EDI, remote collection, controlled disbursement.
- Confirmations availability and format.

Internal Controls:

- Online cleared check information/images.
- Multi-level security administration requirements (self-administration preferred).
- Positive pay reports (including imaging of exception items).
- Training of City's system administrator for managing access.

UMB's Online Banking portal, known as UMB Direct, provides UMB's commercial customers with the ability to view or download balance and transactional information; initiate payment instructions including internal transfers, wires and ACH; monitor positive pay exceptions; upload files; view deposits made remotely and through the City's lockbox; and manage checks, all in a single intuitive interface delivered from the convenience of anywhere internet access is available.

In addition, UMB Direct is capable of supporting administrative actions such as adding or deleting authorized service representatives or updating the functional or data entitlements assigned to a user.

UMB Direct can be accessed through any computer with internet access and is compatible with the following browsers: Google Chrome (recommended), Internet Explorer, Safari, or Firefox.

With UMB Direct, the City can benefit from:

- On-demand access to prior day or current day transactional data, plus the ability to create transaction or balance email alerts to proactively inform;
- Initiation of Domestic Wire Transfer, International Wire Transfer, intra-bank transfers, and ACH transactions, either from information stored securely within the application's transaction
- Templates, via the import of a file, or entered on an ad hoc basis;
- Management of check transactions, such as viewing images of paper items, placing stops on outstanding checks, updating check issue information, and review of positive pay exception items; and
- Strong security and controls surrounding the payment initiation and administration processes.
- Single sign-on access to other online applications and access to other applications protected by additional logins.

Electronic Storage of Documents

Describe the bank's services related to electronic document storage options (e.g.,

archiving by CD or online and retention periods).

File transmissions can be established for daily balance and transaction data files (BAI2) and for cleared check information and images. CDs are available; however, UMB recommends an image file for longer retention as technology changes.

The standard retention timeframe for information reporting on UMB Direct is as follows:

- Current Day transaction detail – 30 days
- Prior Day transaction detail – 90 days
- Special Reports (Stop Payment, ACH NOC reports and other reports) – 45 days
- Account Analysis and DDA statements – 18 months
- Check images for cleared checks – 90 days for non-ARP accounts/12 months for ARP accounts

Vault Services

Describe the bank's services related to the following:

- General vault services.
- Differentiation on branch, banking center, and vault services (locations).
- Service deadlines.
- Service limitations.
- Supporting technologies.

UMB Virtual Vault is designed to help your organization increase efficiency and manage liquidity by allowing you to eliminate multiple banking relationships through the ability to make cash and check deposits across the United States. The service also allows you to process change orders via an Interactive Voice Response System and view deposit details through UMB's Information Reporting System, UMB Direct®. Virtual Vault is ideal for companies with geographically disbursed locations or companies that are a cash-oriented business.
Cut-off time for same-day credit is 2:00 CST, as opposed to depositing through our branch network which allows for deposits up until 3:00 CST for same-day availability. Through UMB's virtual vault, the City can deposit cash, checks or both. Deposit tickets (one per bag) and disposable tamper-proof deposit bags are required if using virtual vault deposits.

Payment Card Services

The City currently accepts MasterCard, Visa and Discover cards for payments made at the Municipal Court, Police and Utility Billing Departments. It is understood that fees must be calculated based on card type, volumes, and amounts; however, please disclose any additional fees and related costs for this service other than the interchange fee. Our locations currently use the Ingenico iCT250 & tsp10011. The average volume for Court and Police is $1,405 per month with 97 transactions for an average ticket amount of $15. The average volume for Utility Billing is $5,345 per month with 49 transactions for an average ticket amount of $109. All these transactions are card present; the online payments are processed by the merchant service provider required of the software companies and will be deposited directly to

the bank operating account. The City is PCI compliant and will require the bank and merchant service provider to assist the City with this annual certification.

Describe the bank's services related to the following:

- Available services.
- Rate and fee structure with breakdown of all fees.
- Pricing guarantee and notification of changes in pricing.
- Type and cost of point-of-sale terminals.
- Reporting.
- Clearing time lag between deposit and posting.
- Security features & PCI Compliance.
- Chargeback policy.

UMB understands and will comply with the above requirements. UMB has the ability to accept electronic debits and credits related to Merchant Services processing. The City can utilize its current merchant services provider or utilize our Merchant Services partner, Elavon. Transaction fees would be assessed to each ACH Debit or Credit received from your merchant services provider.

Elavon and UMB Bank are offering to provide a competitive program for the on-going acceptance of credit card payments including Visa, MasterCard, American Express and Discover Card. We can also offer PIN secured debit transaction processing for in-person transactions. You will be able to accept on-line payments, in person payments via counter top credit card terminals, in person payments via a mobile device and by hand keying payments made over the phone.

We are able to provide you with the option of absorbing fees or passing the fees on to the bill payer by way of a service fee program (for service fee eligible departments as per Visa and MasterCard rules). This program will give you a way to accept card payments in a Revenue Neutral manner.

At Elavon, we focus on being a secure, reliable payment services provider that you can trust, so you can spend your time managing and growing your business. We invest in partnerships, technology and innovation that delivers the services you need, including:

- Customer - centered service and support
- Innovative payment solutions tailored for customers of all sizes
- Global capabilities to support multi-national businesses
- Emerging security solutions that secures cardholder data at every point in the transaction

Elavon Overview

Elavon has been a leader in processing payments for over twenty years, leveraging the world's best technologies for our customers, from large worldwide enterprises to locally-owned small businesses. We extend powerful payment solutions for all payment types and processing environments, ensuring that your business, whatever the size, remains well connected. Elavon's Global Acquiring Solutions organization (formerly NOVA Information Systems in the U.S. and euroConex in Europe) was founded in 1991. The company is headquartered in Atlanta, Georgia and maintains sales offices in major cities nationwide. Elavon's primary U.S. operations facilities are located in Knoxville, Tennessee, and Englewood, Colorado. Elavon processes three billion secure transactions every year with $300 billion in volume for 1.3 million customers globally.

Elavon's Core Values to Our Customers

- Customer Focus

- Our customers feel confident knowing that when they work with Elavon, they have a partner who understands their needs, relying on our specialized industry experience.
- We're here to help you whenever you need it. As a customer, you'll have access to knowledgeable and experienced 24/7-customer local support. 87% of customers have their issues resolved on the first call.
- Every Elavon customer has an assigned account manager to answer any questions and assist you as your needs change and grow.

- Trust and Reliability
  - We protect your business with secure solutions and an exceptional uptime service rate of 99.9% both in security, stability 99.9%.

Purchasing Card Services

The City currently maintains 128 purchasing cardholders with annual total purchases of approximately $1,454,780 and an average transaction amount of $231.72.

Describe the bank's services related to the following:

- Online card management processes.

UMB has provided innovative programs to both consumers and commercial customers for more than 40 years. UMB is a recognized leader in the Commercial Payments industry. Over the years, we have developed the expertise to establish new programs, produce new solutions, and convert and expand programs by employing a client-centric, consultative approach. UMB has made a commitment to the Commercial Payments industry and currently provides a range of products and services to meet our client's payment needs.

UMB's solution can maximize control and minimize risk with specialized reporting options and real-time administration that allows program administrators to set credit limits, assign individual cards, adjust for short-term purchasing needs and closely monitor spend day-to-day.

- Settlement terms/billing cycle options.

UMB offers the City to pick any day of the month they prefer for the end of the billing cycle. Payment will be due 25 days after the statement cuts.

- Payment options.

UMB offers payment via ACH, wire transfer, Auto payment, check or via our online portal.

- Card control and usage restriction options.

Company level restrictions
UMB's required company level controls are company spending authority (credit limit or line of credit) and monthly billing cycle.

Cardholder level restrictions
The required cardholder level controls are individual spending authority (credit limit) and monthly billing cycle.

The optional cardholder level controls are spending and volume limits per day or per transaction. Such controls and features may include, but are not limited to, the following:

- Single dollar transaction limitations for each card
- Total transaction dollars per monthly cycle limit for each card
- Vendor category (SIC/MCC) blocking/de-blocking
- Cash advance prohibition
- Vendor-specific inclusion restrictions
- Zip code and country restrictions

- Electronic information reporting capabilities.

UMB provides a comprehensive set of reporting solutions, which offer flexibility and ease of use to generate the most relevant information. Reports are interactive and dynamic with drill-down functionality which provides users with access to analyze, review. and monitor all aspects of card program spend. All reporting within UMBCC is ad-hoc and completely customizable based on the needs of the user.

All standard reports may be exported in both PDF and Excel formats. Card data extracts can be exported in additional formats such as csv, ofx, tab delimited, etc. for upload into various financial systems.

- Technical capabilities; Internet.

UMBCC is available on all internet browsers including Chrome, Edge and Safari.

- Security features; including account number encryption policy.

UMB believes that information security is an important part of our commitment to our clients, and a foundational aspect of delivering safe, secure, and quality products and services. This belief is embedded in our culture and is emphasized throughout the organization by our Board of Directors, senior leaders, officers, managers, and associates.
Our information security strategy is based on the security standards required by law or regulation, including those set forth in the Gramm-Leach-Bliley Act (GLBA), Sarbanes- Oxley (SOX), Health Insurance Portability and Accountability Act (HIPAA), state privacy laws, and on industry leading practices, including the Payment Card Industry Data Security Standard (PCI DSS) and the National Institute of Standards and Technology (NIST) Cyber Security Framework.
Guided by these applicable laws, regulations, and standards, UMB's Chief Information Security officer (CISO) and Chief Information Officer (CIO) are responsible for ensuring that an agile, risk-based information security strategy is employed throughout the organization, comprised of the people, processes and technology required to maintain defense in depth.
UMB has extensive security policies, standards, and procedures, including those related to physical security, access management, remote access, mobile devices, application and server security, network security, threat and vulnerability management and encryption. Access to information is granted on a "need to know" basis and all associates are trained throughout the year in order to minimize risk of improper disclosure.
In addition to internal examinations performed by UMB's Corporate Audit and Corporate Risk Services departments, our information security program is subject to regular oversight by numerous federal regulatory agencies, including the Securities Exchange Commission (SEC), the Federal Reserve Board (FRB), the Office of the Comptroller of Currency (OCC), the Consumer Financial Protection Bureau (CFPB), and the Financial Industry Regulatory Authority (FINRA). We are also subject to the operating rules imposed by the Card Associations (i.e., Visa and MasterCard), and our security operations are regularly monitored by those associations.
Our service providers also have a fundamental responsibility to protect the sensitive health and financial information of our joint customers. UMB requires third parties accessing, processing, or

storing confidential information to adhere to the same information security standards as apply to UMB. Our comprehensive third-party risk management framework ensures that each relationship is subject to in-depth due diligence procedures based on industry leading practices prior to establishing the relationship and during the course of the relationship. Third parties are contractually obligated to comply with specific requirements that incorporate these standards when handling sensitive health and financial information.
Our team of information security specialists are prepared to discuss this important area more fully with their counterparts in client and prospective client organizations, subject, of course, to appropriate nondisclosure agreements being in place prior to the initiation of such discussions. Teams are led by and include associates holding industry certifications including, but not limited to, CISSP, CISM, CISA, CRMA, and CIPP. Our information security teams participate in several industry specific forums including FS- ISAC (Financial Services – Information Sharing and Analysis Center, ICI (Investment Company Institute) CISO Council, and law enforcement sponsored forums. Information, in all its forms, is a valuable asset and UMB is committed to ensuring due care is exercised in its protection. We believe that the protection of the information in our care is critical to the ongoing success of UMB and its clients and paramount to the safety, security and quality of the products and services we provide.

- System requirements.
  None

- References

  1. Johnson County- Paula Whitehead
  Payables P-Card Specialist
  Financial Management and Administration
  111 S. Cherry Street, Suite 2400, Olathe, Kansas 66061
  Direct (913) 715-0567 | Fax (913) 715-0577
  Office (913) 715-0525 |TDD 800-766-3777

  2. City of North Kansas City
  Brad Muiller
  Accountant
  City of North Kansas City, MO
  2010 Howell Street, North Kansas City, MO 64116
  Phone: (816)412-7813
  Fax: (816) 421-5046

  3. City of Overland Park
  Deena Boswell
  Finance & Accounting
  City of Overland Park
  8500 Santa Fe Drive
  Overland Park, KS 66212
  (w) 913-895-6174 |deena.boswell@opkansas.org

- Interface options with internal financial systems, specify requirements.

UMB can provide a VCF file 4.0 or 4.4 into most financial systems. If the system needs something more custom, UMB is able to make a custom file for the system to input.

- Fraud policy.

The City is not liable for unauthorized fraudulent charges acquired on lost or stolen cards when promptly reported missing. UMB provides fraud protection and the Visa Liability Waiver for cardholder abuse at no cost.

UMB provides toll-free emergency service 24 hours-a-day, 365 days per year to assist cardholders and program administrators with lost/stolen card reporting, cancellation, temporary suspensions, and card terminations. UMB does not charge a fee for replacement cards. New accounts are processed, and data entered into the card processing system within 24 business hours of receipt of the card request. Once a new account is established the physical plastic will ship the following business day via US Postal Service. Delivery time frame is five to seven business days. In emergency situations, a physical plastic can be set to ship via express courier (such as FedEx) and arrive at any address in the continental United States within forty-eight hours.

For cardholder (employee) misuse and abuse, UMB will relieve the City of all liability up to $100,000 per card under the Visa Liability Waiver Program. To qualify for the coverage the employee must be terminated. The coverage begins 75 days prior to termination notice and is extended to 14 days after termination provided that UMB is notified within two business days of termination. UMB and Visa provide this coverage at no additional cost.

Service Provider must have a procedure in place for handling fraudulent charges reported by a Purchasing Card Administrator or detected by the Service Provider's or P-Card company's own security processes.

- Rebates for purchases.

UMB offers its purchasing card clients a rebate (“Revenue Share”) of card interchange received by UMB based on the client’s annual net purchase volume (sales, less refunds) made with cards issued under the program. Revenue Share will be paid in January based on previous calendar year’s Net Purchase Volume. The amount of rebate earned may be affected by Company’s late payments on its purchasing card account.

You are required to treat the content of this Exhibit as confidential information under the terms of your Purchasing Card Agreement (the “Agreement”).

No Revenue Share will be paid for any year if: (i) Company terminates the Agreement without cause before the end of the then current term, or (ii) UMB terminates the Agreement due to Company’s default.

“Standard Transactions” are all purchase transactions using Cards issued under the Program that are subject to Visa’s standard published interchange rates.

“Qualified Transactions” include “Large Ticket” transactions, “Visa Partner Pricing” transactions (made under an arrangement that Visa has made with a merchant under which the merchant pays less than the standard published interchange levels), and any other transactions that are subject to non-standard interchange rates as determined by Visa.

Revenue Share for “Standard Transactions”- MOCoOp2:

Net Purchase Volume* – Standard Transactions Revenue Share

Level	From	To	Assuming balance paid in full every 30 days
A	$500,000	$749,999	1.40% (140 basis points)
B	$750,000	$5,999,999	1.40% (140 basis points)

C	$6,000,000	$14,999,999	1.40% (140 basis points)
D	$15,000,000	+	1.40% (140 basis points)

*Net Purchase Volume means total purchase volume for Cards issued under the Program, minus refunds and credits. Net Purchase Volume does not include transactions treated as cash advances under the Cardholder Agreement.

**Additional Rebate Levels may be available for your Program as volume levels increase.
In the above table, the tier that applies to Net Purchase Volume for Standard Transactions is determined by taking the sum of the Net Purchase Volume for Standard Transactions for the year, and adding the amount of Net Purchase Volume for Qualified Transactions (if any) for that period. The percentage shown in the table is then applied to the total Net Purchase Volume to determine the amount of the Rebate that the Company qualifies for in connection with Standard Transactions.
Example: Assume that, for a given year, Company had Standard Transaction Net Purchase Volume of $740,000 and Qualified Transaction Net Purchase Volume of $25,000. Using this example, Tier A (110 basis points) would be used to calculate the Revenue Share for Standard Transactions ($740,000 plus $25,000 equals $765,000). Company's rebate applicable to Standard Transactions is $8,415 ($765,000 x 1.10%).

Revenue Share for "Qualified Transactions"
The Revenue Share for Qualified Transaction Net Purchase Volume will be calculated based on the Qualified Transaction Revenue Share Schedule below.
Qualified Transaction Revenue Share Schedule:

Net Purchase Volume* of "Qualified Transactions" Revenue Share
(Assuming prompt payment): 0.50% (50 basis points)
*Net Purchase Volume is defined above.

Example: Assume that Company has $720,000 in Net Purchase Volume for Standard Transactions and $50,000 in Net Purchase Volume for Qualified Transactions in a year. The applicable rebate tier for Standard Transactions is Level A ($720,000 plus $50,000 = $770,000, which equates to Level A.) UMB would pay Company $250.00 ($50,000 multiplied by 0.50%) for the Qualified Transactions and $7,920.00 ($720,000 multiplied by 1.10%) for Standard Transactions. Total revenue share for the year would be $8,170 ($250 plus $7,920).

Changes to Applicable Revenue Share. The Revenue Share percentages reflected in the above tables will be in effect for five years from the Effective Date of the Agreement, unless substantial changes in rules governing interchange payments are imposed by statute or regulation, or unless Visa makes substantial changes to applicable interchange rates, in which case UMB reserves the right to modify both the revenue tiers and Revenue Share basis points for Standard and Qualified Transactions. While such statutory, regulatory, or association changes are difficult to predict, if they occurred, they would equally affect all issuers, and would be outside of the control of the issuer banks.

- Virtual card options, including one-time-use card payments.

UMB's Visa's Payables Automation (VPA) is a file-based ePayables card solution for clients who want the benefit and rebate opportunity of a Card Program and the control of their Accounts Payable

system. UMB has partnered with Visa to provide an ePayables solution focused on virtual card payments that run through Accounts Payable, targeting suppliers that are paid by check or ACH today to convert those payments to virtual card transactions
Each vendor has their own policy regarding card payments. UMB will work to help you identify your opportunities. Merchants are only paid after invoices have been processed and distribution is approved for payment with single use cards. The application is flexible enough to meet the payment requirements of any Visa accepting merchant.
VPA allows companies to continue to use current business practices, including processing purchase orders, receipts, coding and workflow. Once approved payments are ready for processing. The program participants will have multiple file format options to submit payment instructions.

UMB also offers full payables automation in our Integrated Payables solution via the Paymode-X network. With our Integrated Payables option, the City would send all AP transactions in a single payment instruction file to UMB. Payment files include virtual card, Basic ACH, check, domestic wires, and a unique payment type: Premium ACH. With this solution, the City can maximize rebate by earning a revenue share on virtual card and Premium ACH transactions, while gaining the efficiency of the single payment run for all payment types. In addition to the rebate and efficiency, Paymode-X has over 550,000+ vendors enrolled to accept payments through the network today. With Built-in protection against fraud schemes such as account takeover and BEC (Vendor bank account authentication, multi-factor authentication, and user behavior monitoring), Paymode-X has processed over $1Trillion in payments over the last 4 years with $0 in fraud.

Overdraft Processing

The City consistently retains an account balance sufficient to cover payments.

Describe the bank's services related to the following:

- Are accounts aggregated for calculation/fee purposes.
- Rate basis for overdrafts.
- Rate basis and definition of "daylight overdrafts".

UMB's overdraft procedure is to monitor the City's accounts on a daily basis through an NSF report. In the event of an overdraft or a daylight overdraft, UMB will try to identify the offsetting entry (i.e., incoming wire) and review aggregate collected balances. The City will be made aware of the situation and UMB will work with its designated associates for positive resolution.

Daylight Overdrafts
Assuming the funds are available the next business day, and the anticipated overdraft is communicated to UMB, Daylight overdrafts will be allowable without penalty.

Controlled Disbursement Services & Payee Positive Pay Services

The City currently utilizes a controlled disbursement account with payee positive pay for its accounts payable checks. The City initiates voids and stop pays online. It is the intent of the City to continue the use of this type of account with similar functionality.

Describe the bank's services related to the following:

- Availability of services.
- Endpoint check cashing policies.
- Transmission alternatives.
- Imaging options.
- Positive pay services and verification items.
- Teller data update schedules.
- Data transmission methods and time windows.
- Control options and notification default.
- Internet/online access (including technical capabilities and system requirements).
- Online stop payment services & confirmation requirements.
- Duration of a stop payment (e.g., six months or in perpetuity) and renewal options.

UMB understands and can provide these services with the above requirements. The Controlled Disbursement Account always maintains a zero balance. The exact funds needed to cover the disbursements are automatically transferred to your Controlled Disbursement Account from your primary UMB account.

Features

- The Controlled Disbursement Account controls the timely presentment of checks with a unique transit routing number assigned to your account.
- The account is funded through a zero balance arrangement with a parent account. Therefore, peg balances are not required in the disbursement account.
- The account will accept ACH transactions. This allows you to further consolidate all of your company's disbursements including payroll.
- A full range of reconciliation services is available, including full account reconciliation, positive pay and reverse positive pay.
- Check detail information is available intraday via UMB Direct, our Web-based information reporting system.
- Images of checks are available on CD-ROM, Image file transfer, or via UMB Direct.

Benefits

- This service assists you in facilitating your decisions regarding short-term investments, borrowing or other daily cash requirements.
- Early notification will allow you to take advantage of prime investment deadlines and maximize your investment income.
- You can control cash balances by timing the outflows and utilizing the disbursement float.
- Zero balance account arrangement allows you to use funds that might otherwise be left idle.
- When used in conjunction with Account Reconciliation services, the Controlled Disbursement Account will help increase efficiencies in monitoring and reconciling your disbursements and may help reduce fraud.

UMB's Positive Pay service helps minimize check fraud by comparing the checks presented against The City's account(s) to a file of issued checks that you provide to UMB. If items do not match, they are kicked out as "exception", or suspect items for the City's authorized user(s) to review and decision. Automatic notifications of exception items are sent via email (and text message if desired) to the authorized users. All suspect item details and images are reported to The City via UMB Direct so that you can provide instructions for paying or returning the item. Decisions on Positive Pay Exception items are required by 3:00 CST.

Check Issue File Delivery

UMB supports the following file delivery methods for check issue files.

- UMB Direct Check Management Module (Online)
- Secure Internet File Transfer (SIFT)
- Manual Entry – Individual check issues or voids can also be submitted online through the UMB Direct Fraud Control Module.

Payee Functionality

UMB's Positive Pay service offers payee functionality to further protect The City from check fraud. If provided by the City, UMB also reviews the check payee (in addition to comparing the issuing account number, date of issue, dollar amount and check number) to ensure it has not been altered.

Positive Pay Email Alerts & Decision Making

Notification of suspect items is provided through email alerts to designated user(s). This alert prompts the user(s) to view suspect items (including an image of the check) and to provide instructions to UMB to either pay or return these items. This process is managed online through the UMB Direct Fraud Control Module. The deadline for making decisions on suspect items is 3:00 p.m. CST.

Stale Dated Items

UMB will report any items issued over 180 days as an exception item through UMB Direct. The City will have the ability to decision stale dated items as they attempt to clear. 180 days is UMB's standard for stale-dated items; however, this can be edited per the City's request in 6 month increments up to 2 years.

Positive Pay Reports

The following Positive Pay reports are available through the UMB Direct Check Management Module:

- Suspect Item Reports
- Check Issue Maintenance and Audit Reports

Account Reconciliation Service

Describe the bank's services related to the following:

- Full, partial, deposit and serial sort reconciliation services.
- File transmission deadlines.
- File layout requirements.
- Imaging capabilities and availability.
- Reporting capabilities – (e.g. paper, electronic).
- System requirements for interface.

The Account Reconciliation Services at UMB works simultaneously with the Positive Pay service described above, helping the City to reconcile the checks written against the checks that are presented for payment. The system monitors outstanding items (checks, credits, placed stop payments and voided checks) and collects information on paid and deposited items for reporting at the end of The City's accounting cycle. UMB's system uses the serial number, account number and dollar amount to compare paid items to issue items.

Image or data files can be provided monthly or daily if desired. Data files are sent via Secure File Transmission (manual or automatic downloads are available). Data files are CSV formatted. ARP reports are available by the fifth business day of the following month.

- Full Reconciliation– After receiving the data file of issued items, UMB reconciles the paid items to other issues and creates a transmission which includes: Reconciliation Report, Recap of Posted Items Report, Outstanding Settlement Report and Recon Diagnostic Summary Report. The City can receive a "flat" file of paid items that can be imported into most ERP systems.
- Partial Reconciliation– The City will receive a transmission of paid item amounts instead of the paper report described above. UMB can provide a transmission of human readable reports, which includes: Cover Sheet (includes a summary of debit activity for the month), Reconciliation Report- Lists paid items in check number order, Recap of Posted Items Report- Lists paid items by date and Diagnostic Summary Report.

Safekeeping Services

The City of Blue Springs purchases investment securities from various entities for cash management purposes. The City's investment policy requires that all City investments be held in safekeeping by a third-party custodian. The City is currently reviewing its investment portfolio and reserves the right to utilize the services that best meet the needs of the City. Information regarding our current practices is included to obtain additional information that will assist us in the evaluation of this service.

The bank provides an automatic investment service to temporarily invest idle funds on an overnight basis. The service is used for the concentration of funds; the method presently used is repurchase agreements.

The securities used as collateral for these repurchase agreements must be direct obligations of the U. S. government or one of its agencies with a current market value of not less than the amount invested and the estimated accrued interest. Interest, along with the original principal amount, are credited to the City's operating account as the repurchase agreements mature.

Respondent must specify the minimum amount necessary to enter into a repurchase agreement and the incremental amounts above the minimum as well as the method of arriving at the rate of interest. In addition, the bank should specify the calculation used to arrive at the daily investment level.

The City's current banking service provides investment portfolio management which includes risk management, laddering of investment maturities and monitoring of the operating account balance to provide investment advice. Semi-annual meetings, with staff, to discuss investment goals, fraud risk and future cash requirements, are expected. The Bank agrees to provide bids and offers on U.S. Government securities when requested, however the City reserves the right to invest in time deposits or U.S. Government Securities through other banks or institutions if such action is to the benefit of the City.

The Bank may handle the purchase and liquidation of investments only upon the instruction of the City Director of Finance or designee.

UMB understands and will comply with the above requirements. UMB provides safekeeping services for book entry securities held at both the Federal Reserve Bank (FRB) and Depository Trust Company (DTC). We are direct members of the Depository Trust & Clearing Corporation (DTCC) and the Federal Reserve. Our safekeeping function is fully integrated so that pledging and safekeeping changes are automatically updated on your bond accounting reports. We also provide internet access to maintenance your safekeeping assets, including:

- Distributing principal and interest payments.
- Facilitating the pledging of customer securities.

As a value-added benefit, UMB provides the City access to enhanced investment accounting software through Clearwater Analytics. In addition to accounting and reconciliation, custom performance reports have been created to assist in portfolio management and investment decisions. Clearwater Analytics is included at no additional charge to the City. The City and UMB Capital Market's team meet periodically to review the general market landscape and discuss portfolio recommendations.

Other Value-Added Banking Services

Please describe any other banking services that the bank is willing to offer by summarizing and including attachments for review.

We have attached additional information on the following value-add services we encourage City of Blue Springs to explore.

- Integrated Payables
- Integrated Receivables
- Smart Safe
- MyPerks Workplace Banking

Our recommendations are always based on the following goals for our clients:



Improve Cash Flow



Better Data Analysis



Reward Programs



Lower Administrative Costs



Reduce Risk of Fraud



Improve Supplier & Employee Experience

SUMMARY

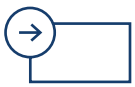
The City of Blue Springs would like to thank you for taking the time to review this request for Banking Service proposals. Included with this RFP are sample volumes for each account. We understand that each entity may price items differently and ask that you provide detailed and all-inclusive costs for the services requested by the City. Please submit the cost proposal in a separate envelope. Refer to Exhibit A for a summary of items to be included with the proposal.

UMB

Count on more:

Integrated Payables

The State of Business Payments



Only 33% of businesses make **more than 70% of their payments electronically.**[1]



74% of businesses that experienced payment fraud were victims of check fraud.[2]



67% of businesses say "smarter" systems that drive more efficiencies are critical to A/P's success.[3]

Intelligent Integrated Payables

UMB Integrated Payables, which leverages the capabilities of Paymode-X with Visa Payables Solutions, is a full-service solution that helps businesses—from the middle market to large enterprises—to achieve 100% payment automation quickly and easily. With UMB Integrated Payables, your business can make any type of payment—including virtual card, Premium ACH, Basic ACH, wire, and check—using a single, streamlined process that works seamlessly with your accounting system. It is easier than ever to achieve AP efficiencies and maximize rebates, thanks to revenue share available on both virtual card and Premium ACH transactions.

UMB Integrated Payables draws on the power of the 400,000 member Paymode-X network of businesses already accepting electronic payments. The established network combined with comprehensive vendor onboarding services helps your business accelerate payables optimization. Enrollment teams will manage and execute dedicated campaigns to your vendor community, which includes gathering and authenticating vendor details and banking information. This eliminates the need for AP staff to manage the hassle of vendor outreach while drastically reducing security risk for your business and speeding automation and rebate results.

Proprietary Intelligent Payment Optimization ensures that transactions are always settled using the lowest cost/highest return payment type for each trading relationship.

Your vendors will benefit from detailed electronic remittance information in their preferred format and other valuable Accounts Receivable tools, such as electronic invoice delivery, visibility to in-process and received payments, and the ability to exchange business documents via a collaborative portal.

UMB Integrated Payables delivers a consistent, secure experience across all payment types for payers and vendors alike.

A Multi-Payment Model Addresses All Needs

PAYMENT METHOD	CARD	PREMIUM ACH	BASIC ACH	MANAGED CHECK	WIRES
OBJECTIVE	Maximize rebates and automation	Maximize rebates and automation	Maximize automation	Outsource remaining AP payments not yet converted to electronic	Automate batch wires

Paymode-X

Integrated Payables

The Need for Payables Transformation

As businesses face new competitive pressures and navigate a digital world, the need to optimize business payments and working capital grows. Outdated payment processes expose businesses to uneccessary costs, inefficiencies, and payment fraud risk. This results in employees spending too much time on manual tasks, a negative payment experience for vendors, missed opportunities to transform AP into a revenue generating department, and sometimes, significant financial and reputational loss.

For businesses looking to transform payments, UMB Integrated Payables eliminates obstacles and accelerates results.



Delivering Real Business Value

Automating AP payments comes with a host of benefits, from day one to long-term.

Maximize Efficiency, Productivity & Cost-Savings

Reduce the time AP staff spends on manual tasks, freeing them to focus on activities that grow and optimize the business.

Optimize Working Capital & Drive AP Revenue

Improve control over payment timing. Pay vendors earlier while holding on to cash longer. Monetize a greater portion of AP spend with rebate opportunity on virtual card and ACH transactions. Transform AP from a cost center to a revenue driver, increasing departmental business value.

Reduce Payment Fraud Risk

Significantly reduce the risk of payment fraud from insiders and outsiders to avoid reputational and financial damages that result from account takeover, intercepted payments, BEC and other fraud schemes.

Improve Vendor Relationships

Provide a more positive payables experience for vendors through streamlined payments and value-add accounts receivable tools.

Integrate Easily & Streamline Payments

Tie into your existing ERP or accounting system to process payments across systems, bank accounts and types in a single payment file, eliminating confusion and complexity from your processes.

Paymode-X Integrates with These Common Accounting Systems and More

ORACLE PEOPLESOFT · LAWSON · Microsoft Dynamics AX · NETSUITE · ORACLE · intuit QuickBooks · SAP · YARDI

USO31819MB

Paymode-X

1. 2018 B2B Payments & Working Capital Management Survey by Strategic Treasurer, Bottomline Technologies and Bank of America Merrill Lynch.

2. 2018 AFP Payment Fraud & Control Survey Report

3. Ardent Partners The State of ePayables 2018

Integrated Receivables

Improving Cash Application

Increase straight-through processing of payments with automation.



Increasing electronic payments have improved the speed of receiving payments from your clients, but it has also created more manual work when trying to apply them against open invoices. Integrated Receivables can automate your cash application process reducing your backlog and removing the manual work.

- Automatically retrieves and digitizes remittance details
- Unlimited configurable matching rules
- Machine learning increases straight-through processing by monitoring user exceptions
- Reduces operational expense and increases accuracy

- All payments can be automatically applied against open invoices regardless of payment type.
- Configurable business rules allow for automatic adjustments for short payments below your defined thresholds.
- Machine learning monitors user action when clearing exceptions to learn new posting methods.

Fully Integrated Solution



Credit Management



Collections Management



Dispute Management



Reporting



Cash Application

To learn more visit UMB.com

Member FDIC EQUAL HOUSING LENDER

Smart Safe

A partner solution for clients with UMB Cash Services

We currently support Smart Safe solutions offered by Loomis, GardaWorld and Brinks.*

UMB Smart Safe is a cash management solution that helps you optimize your daily cash flow and reduces time spent on cash handling.

How You Benefit

Optimize cash flow	Receive daily provisional credit without making a physical bank deposit
Improve efficiency	Increase on-site staff productivity by streamlining cash handling and improve reporting of day-to-day cash deposits per location
Reduce fraud risk	Reduce fraud and theft opportunities through secure storage, bill validation and counterfeit detection

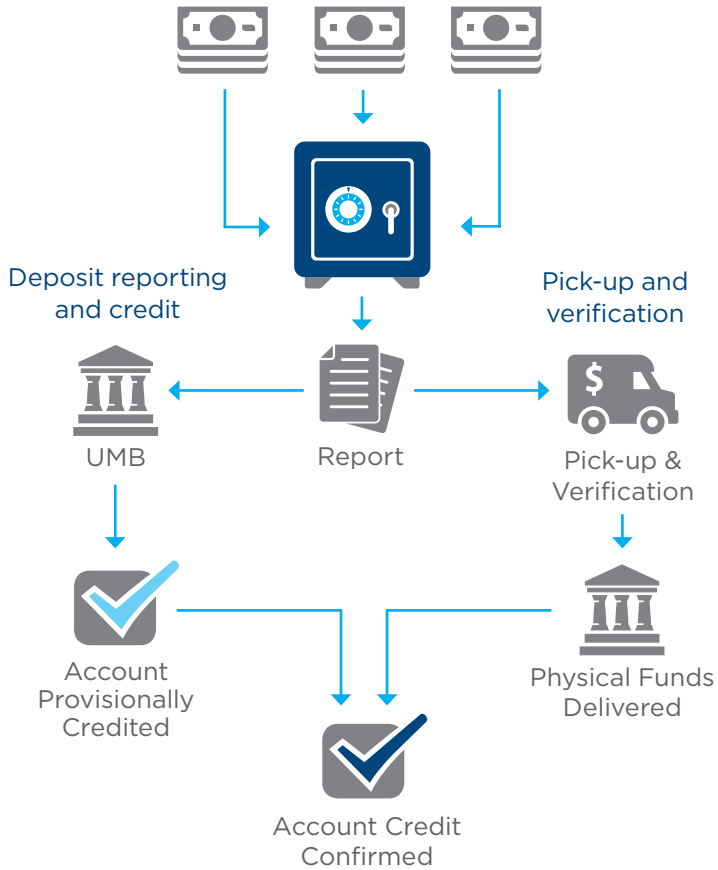
How it works

Deposit reporting and credit

- Your on-site Smart Safe* counts and handles your day-to-day operating cash
- At a set time each day, your safe transmits a deposit amount report to UMB
- UMB provides provisional credit for funds deposited to your Smart Safe unit daily

Pick-up and verification

- On your schedule, your service provider picks up your deposits and delivers change orders
- The service provider validates the pick-up amount
- Physical funds are delivered to a UMB location
- UMB validates the amount, makes any necessary adjustments, and confirms the credit



* Your selected Smart Safe service provider is responsible for the physical safe and its servicing.

UMB myPerks Workplace Checking

Earn cash for how you bank - **up to $500!**[1]

After you open and fund your UMB myPerks Workplace Checking account with the minimum required opening deposit, you can earn up to $500 for banking your way!



DIRECT DEPOSIT SPECIAL OFFERS[1]		DEBIT CARD SPECIAL OFFER[1]	SAVINGS ACCOUNT SPECIAL OFFER[1]
EARN **$125**	EARN **$125**	EARN **$125**	EARN **$125**
Have direct deposits totaling $500 or more post to your UMB myPerks Workplace Checking account within 60 days of account opening[2,3]	Have direct deposits totaling $500 or more post to your UMB myPerks Workplace Checking account within 61-120 days of account opening[2,4]	Set up a UMB Visa® debit card with your UMB myPerks Workplace Checking account and use it three times within 60 days of account opening[5]	Open a new eligible savings account with UMB within 60 days of account opening[6]

Limited time offer, expires June 30, 2023.

Even more offers for UMB myPerks Workplace Checking customers!

UMB Visa® Credit Card Introductory Offer[7] Earn 15,000 bonus points, a $150 value if redeemed as a statement credit, when you are approved for and use your card to make $1,500 in net purchases within the first 90 days of account opening. Plus, receive a low introductory APR.

Save Money on your Mortgage[8] Planning to buy a home or refinance your mortgage? Receive a $500 discount on origination fees for a UMB mortgage loan.

UMB®

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See reverse side for additional important information about these limited time special offers.

1. All account applications are subject to approval. Valid for new UMB myPerks Workplace Checking accounts only. Existing UMB checking account customers are not eligible for this special offer. $100 minimum opening deposit required for the UMB myPerks Workplace Checking account. To be eligible for the offer, you must fund the account with the minimum opening deposit and funds used to establish the UMB myPerks Workplace Checking account must not currently be on deposit at UMB. Accounts not funded by the last day of the first full month following account opening will be closed. No minimum balance required for the UMB myPerks Workplace Checking account to obtain special offers. Valid one time per individual. UMB myPerks Workplace Checking account interest rates and annual percentage yields are effective as of December 5, 2022. Interest rates and annual percentage yields listed are for accounts opened online and are accurate as of the effective date listed. Interest rates and annual percentage yields may vary by region and may be changed at any time solely at the discretion of the Bank. Contact a UMB associate for more information on the current interest rates and annual percentage yields available in your area. The Bank also reserves the right to change the balance levels on which different annual percentage yields may be obtained. Reference the chart below for more information. Fees and charges may reduce earnings on your account.

UMB myPerks Workplace Checking – Effective December 5, 2022

Balance levels		Interest Rate	Annual Percentage Yield
Tier I	$0 - 999.99	0.01%	0.01%
Tier II	$1,000 - 2,499.99	0.01%	0.01%
Tier III	$2,500 - 24,999.99	0.01%	0.01%
Tier IV	$25,000 and over	0.02%	0.02%

If the UMB myPerks Workplace Checking account is closed within the first 90 days from the account opening date, a Close Account charge may be imposed. See a UMB associate or refer to the *Consumer Banking Schedule of Service Fees and Charges* for details. Offer expires June 30, 2023.

Important Tax Information: Depending on the type of bonus you receive it may be considered miscellaneous or interest income. The $125 direct deposit bonuses and the $125 UMB Visa debit card bonus may be reportable to you and the IRS on Form 1099-MISC (or Form 1042-S, if applicable). The $125 savings account bonus will be reportable to you and the IRS as interest on Form 1099-INT (or Form 1042-S, if applicable). The income will be reported to the first signer on the account, in the year received, as required by applicable law. Please consult your tax advisor if you have any questions as UMB Bank, n.a. does not provide tax advice.

2. For purposes of this special offer, qualifying direct deposits include recurring ACH deposits of income from third parties, including income from employment, retirement, and government benefits. It does not include other types of deposits, such as those made at a UMB branch, ATM, or using UMB Online or Mobile Banking. To set up direct deposit, your employer or other income source will provide the necessary paperwork; you will need your Social Security number, UMB myPerks Workplace Checking account number, and UMB's routing number – 101000695.
3. To take advantage of the special offer, you must have direct deposits totaling $500 or more post to your account within 60 days of opening your UMB myPerks Workplace Checking account. Special offer reward will be paid within 30 days of meeting the offer requirements.
4. To take advantage of the special offer, you must have direct deposits totaling $500 or more post to your account within 61-120 days of opening your UMB myPerks Workplace Checking account. Special offer reward will be paid within 45 days of meeting the offer requirements.
5. To take advantage of the special offer, three (3) Visa debit card transactions must be posted to the account within 60 days of opening your UMB myPerks Workplace Checking account. Special offer reward will be paid within 30 days of meeting the offer requirements.
6. Savings account special offer valid for new UMB Savings, UMB Retail Money Market and UMB Premium Savings accounts opened within 60 days of opening your UMB myPerks Workplace Checking account. Minimum opening deposit required: UMB Savings - $100; UMB Retail Money Market - $100; UMB Premium Savings - $25,000. Savings account must be opened by the primary accountholder listed on the UMB myPerks Workplace Checking account to receive the special offer. The primary accountholder is the accountholder that signed or completed the W-9 certification for the account. Special offer reward will be paid within 30 days of meeting the offer requirements.
7. Subject to credit approval. **To qualify for the offer, card applicant must be listed as the primary accountholder on the UMB myPerks Workplace Checking account.** Within 90 days of opening your new UMB credit card, approved applicants must use the card to make $1,500 in Net Purchases to receive 15,000 bonus points; Balance transfers or cash advances are not eligible as part of the $1,500. Bonus Points will be applied to your account within 45 days of meeting the spend requirement. For more information, see our Important Cost Information about our Credit Card disclosure, which is provided with our credit card application and our Rewards Rules.
8. Loans subject to credit and collateral approval. Discount available to new UMB myPerks Workplace Checking accounts established on and after April 1, 2020. Must have a UMB myPerks Workplace Checking account open at time of loan application. Discount applies to purchases or refinances of primary residences only with a mortgage application date between April 1, 2020 and December 31, 2025. Limit one per household. Fee discount not available for First-Time Homebuyer Grant Program customers, First-Time Homebuyer Down Payment Assistance Mortgage Program customers, UMB Home Equity term loan customers or current UMB Mortgage customers. To qualify for the offer, applicant must be listed on the loan as the primary borrower. Loan programs may not be available in all states, or for all loan amounts; additional restrictions and limitations may apply. See a mortgage loan originator for details.

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RELATIONSHIP TEAM

UMB understands the importance of the overall banking relationship as it pertains to your daily contacts. That is why we dedicate a relationship team of experts to our commercial clients to assist with the various services provided.

The team listed below is experienced in not only commercial banking relationships, but specifically with public fund clients in the Kansas City area. We pride ourselves on not only delivering innovative products, but delivering the Unparalleled Customer Experience along with them.

UMB is experienced in not only commercial banking relationships, but specifically with government entities in the Kansas City area. We pride ourselves on delivering innovative products and the Unparalleled Customer Experience along with them.
UMB is the main depository bank for over 50 local municipalities including Johnson County, KS; Unified Government of Wyandotte County and Kansas City, KS; Kansas City Public Schools; City of Independence, MO; City of Overland Park, KS; City of Blue Springs, MO; City of Raytown, MO; and many more.

Resumes for your dedicated relationship team can be found below.

Monty Spradling – SVP, Relationship Manager Commercial Banking
816-860-8044 │Monty.Spradling@umb.com
Monty is responsible for developing and maintaining Commercial and Public Funds business in the Kansas City market. Monty has been with UMB for 31 years and coordinates with all areas of the bank in responding to customer or prospect inquiries. Monty is a lifelong Kansas resident and is involved in numerous civic associations and boards through the area.
In his capacity at UMB, Monty has extensive expertise serving public entities, commercial clients, and non-profit organizations. With Monty's extensive relationship management skills, customer satisfaction is of the upmost importance; quarterly (or semi-annual if preferred) meetings are scheduled to ensure his clients are well taken care of, and consistently pleased with UMB's products, service, and support.

Lanie Sedlacek, CTP – SVP, Treasury Management and Card Officer
816-860-1879 │Lanie.Sedlacek@umb.com
Lanie will be the primary contact for treasury management services and guidance. She has been with UMB since 2008. Lanie's responsibilities include managing a portfolio of commercial clients, including all governmental depository clients in the Kansas City metro. Her experience also includes working with numerous Not-for-profits, Hospitals and Small Businesses around the Kansas City region. Lanie is a graduate of Benedictine College with a degree in Mathematics and Business.
She is a Board Member for Kansas City Association for Financial Professionals, and a member of the national Government Finance Officers Association. Lanie holds her Certified Treasury Professional accreditation.

RELATIONSHIP TEAM

Sarah Antrobus, AVP, Card Account Executive
816-860-7790 | Sarah.Antrobus@umb.com
Sarah Antrobus will be the primary contact for the purchasing card program and will oversee the card relationship, will be heavily involved during the bidding and awarding process, through implementation, and the entire relationship. Sarah is in Kansas City, MO and has been with UMB for ten years. She has been in the card industry for eight years and the financial industry for fifteen. Sarah is CPCP certified and participates in multiple Card and Treasury Management Conferences and Events.

Jose Rodriguez -TM Service Specialist
816-860-7748 | Jose.Rodriguez@umb.com
Jose Rodriguez is a Treasury Management Service Specialist, working directly with Lanie on Commercial and government clients in the Kansas City Metro Market. Jose will be the main point of
contact for service and maintenance requests and inquiries, as well as day-to-day training, He has been with UMB for 8 years. Prior to joining the Treasury Management team, Jose worked on our Commercial Card Program Administrator Team.

REFERENCES

City of Independence, Missouri
Nancy Cooper
Accounting Supervisor, Finance Department
111 E. Maple Avenue
Independence, MO 64050
Phone: (816) 325-7070
ncooper@indepmo.org

City of Overland Park, KS
Jeremy Bull
Senior Accountant, Financial Systems, Finance, Budget & Administration
8500 Santa Fe Drive
Overland Park, KS 66212
Phone: 913-895-6156
Jeremy.Bull@opkansas.org

Board of Public Utilities
Lori Austin
CFO/Manager of Accounting & Finance
540 Minnesota Ave, Kansas City, KS 66101
Phone: (913) 573-9050
laustin@bpu.com

City of Lenexa, Kansas
Jill Grube
Assistant Finance Director
17101 W. 87th Street Parkway
Lenexa, KS 66219
Phone: (913) 477-7542
jgrube@lenexa.com

UMB acknowledges that, if it should be the successful bidder, UMB will enter into an agreement with the City in the RFP. We submit that certain provisions contained the RFP are not applicable to the nature of the requested services. Further, UMB respectfully submits that UMB's standard agreements for all services that are subject to this RFP would become part of the Service Agreement.

Given the complex nature of the banking services involved, UMB remains committed to resolving any open issues in good faith. We are confident, based on our numerous relationships with municipalities in Missouri, that the District and UMB will come to mutually agreeable terms that are unique to banking services.

EXHIBIT E

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	
Attention:	Attention:
Department:	Phone:
Phone:	

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this ____day of _____, 2023, by the parties identified above.

WITNESSETH:

WHEREAS the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services, construction, and labor and/or provide, materials and equipment as hereafter described in connection with a project more particularly described in ***Exhibit 1***; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services**. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements

set forth in the drawings and specifications.

2. **Addition to Services**. The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in ***Exhibit 1*** or the bid document(s) associated with this Contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.

3. **Exchange of Data**. All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel**. The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term**. The services of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit 1***.

6. **Costs not to Exceed**. The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, as described in the Maximum Payment section of ***Exhibit 1*** for this contract and Paragraph 7.b which cannot be exceeded unless this contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.

7. **Payment**.

a. **Conditioned upon acceptable performance**. Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in ***Exhibit 1***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$**_____unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, and materials as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

9. **Conflicts**. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq*. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment**. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

11. **Discrimination**. The Contractor agrees in the performance of this contract not to

discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. **Occupational License**. The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this contract until this occupational license has been obtained.

13. **Compliance with Laws**. Contractor agrees to comply with all applicable federal, state and local laws, including but not limited to "prevailing wage" and "Davis-Bacon", or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by contractor is current.

14. **American Made Products.** Pursuant RSMo 34.353, as amended, if this contract is for more than $25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

15. **Nonresident/Foreign Contractors**. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. (*See also,* Section 351.574 RSMo. as to consequences of failing to comply.)

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

16. **General Independent Contractor Clause**. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to

unpaid minimum wages and/or overtime premiums.

17. **City Benefits**. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability: Minimum limit $2,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $2,000,000 combined single limit with City named as an additional insured on the policy.

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Contractor agrees to maintain professional liability insurance in the amount of $2,000,000 per claim and in the aggregate during the term of this contract. **[DELETE THIS PARAGRAPH IF PROFESSIONAL LIABILITY INSURANCE NOT REQUIRED]**

The provision of insurance shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

19. **Liability and Indemnity**. The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or

destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

d. This contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation.

20. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. (*Note: If the contract is not in excess of five thousand dollars, this provision does not apply, and the affidavits need not be signed.*) Every such business entity, and any subcontractors of the business entity, shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavits and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self- employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors*.

The following two Affidavits shall be used by the contractor and any subcontractors that are required to sign affidavits:

AFFIDAVIT AND PROVISION OF DOCUMENTATION

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Affiant, _____, the _____(title) of _____(contractor's full name) having been duly sworn, states upon his/her oath:

1. My name is_____. I am a representative of the business entity, or a subcontractor of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above named business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

3. I also swear and affirm to the accuracy of the attached documentation evidencing the above named business entity's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

_____

_____
(Print Name & Title)

Subscribed, acknowledged, and sworn to before me by _____this _____day of _____, 20___.

_____
Notary Public

My Commission Expires:

AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Affiant, _____, the _____(title) of _____(contractor's full name) having been duly sworn, states upon his/her oath:

1. My name is_____. I am a representative of the business entity, or a subcontractor of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above named business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

_____

_____
(Print Name & Title)

Subscribed, acknowledged, and sworn to before me by _____this _____day of _____, 20____.

_____
Notary Public

My Commission Expires:

21. **Notices**. All notices required or permitted under this contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor, or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

22. **Jurisdiction**. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

23. **Entire Contract**. This contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CONTRACTOR:

By: to be signed upon award_____
Name:_____
Title:_____

CITY OF BLUE SPRINGS, MISSOURI

_____
City Administrator

APPROVED AS TO FORM

_____
City Attorney

UMB acknowledges that, if it should be the successful bidder, we will enter into an agreement with you in the RFP. We submit that certain provisions contained the RFP are not applicable to the nature of the requested services and would like to include additional terms and conditions with our Proposal as exceptions to the terms and conditions of the original RFP. Further, we respectfully submit that UMB's standard agreements for all services that are subject to this RFP would become part of the Service Agreement.

Given the complex nature of the banking services involved, UMB remains committed to resolving any open issues in good faith. We are confident, based on our numerous relationships with municipalities, non-profits, and corporations in Missouri, Kansas, Colorado, Oklahoma, and Texas, that we will come to mutually agreeable terms that are unique to banking and/or card services.

Further, UMB offers the following comments and clarifications to be included in the RFP:

UMB's standard agreements for all services that are subject to this RFP would become a part of a resulting contract.

CARD

UMB does not indemnify our customers on account of any error made by the customer or any failure on the party of the customer to comply with its responsibilities under our standard agreements. Our standard agreements include an obligation to promptly report to UMB any transaction that the client suspects are unauthorized.
The customer is precluded from recovering from UMB any transaction that is not promptly reported.
UMB does not indemnify the customer for misuse of Cards by its employees or those to whom the customer has instructed UMB to issue Cards, except to the extent of a liability policy provided by Visa, as outlined more fully in our response. We do not indemnify for the misuse of "ghost cards (cards not issued to a particular employee) that may occur until after we have been notified that the Card should be cancelled and have a reasonable period of time to act on the notice.

The customer must promptly notify UMB in writing of any claim of unauthorized Card use, to allow us to properly investigate the claim and to initiate any merchant chargeback rights that we have under applicable association rules. We require that any such notice be provided to us within 60 days of the date a transaction that the client claims was unauthorized first appears on its billing statement.
The customer is responsible for all actions taken in response to its duly appointed Card Administrator(s), and we do not indemnify for following the instructions of its Program Administrator(s).

UMB's customers are entitled to retain all data regarding its transactions processed by UMB. UMB is also required to retain that data by law, and are co-owners of the data, subject to our obligation of confidentiality.

UMB retains records in accordance with the established data retention policy and applicable laws and regulations.

UMB will notify the customer initially of any of our material subcontractors and provide notice of any changes to those subcontractors and give an option to terminate the contract if it does not approve any such subcontractor. We do not agree that the customer has the prior right to approve our entry into a subcontract.

UMB does not permit our customers to conduct background checks on our employees. We have a process for performing background checks on our employees, as required by law.

UMB retains transactional data for a minimum of 7 years. Should the customer need data for longer retention periods, you would need to develop a process to download and retain information outside of UMBCC.

UMB cannot give the right to audit our subcontractors. We do not have the right under our contracts with our

suppliers. UMB cannot permit access to our subcontractor facilities, as it would be in direct violation of our agreement with each subcontractor. UMB's third party oversight program covers all material third parties, and we can supply an attestation of our review if needed. Any access to UMB's facilities shall be subject to reasonable limitations to ensure the confidentiality of customer information, the protection of UMB's proprietary and trade secrets, and reasonable limitations to ensure the protection of the security of our systems and processes. Not all systems are subject to audit.

UMB is the co-owner of all information that is the result of transactions conducted with Cards issued to the customer or reports provided. We have an obligation to retain customer Card information as confidential as required by law; however, we must be able to release Card information in order to fulfill the requirements of the contract, i.e. to process transactions, to provide service to customers and Cardholders. We must be able to use such information for our internal business purposes, which are subject to obligations of confidentiality.

Under a broad definition of "subcontractor" Visa and the Fraedom, LLC, the provider of the UMB Commercial Card Platform (UMBCC), are UMB "subcontractors" for purposes of this RFP.

TREASURY MANAGEMENT

UMB will provide fixed pricing for the requested term. Any pricing after the initial term would be subject to mutual agreement between both parties.

UMB's customers may have a one-time approval right at the outset of UMB's subcontractors; and after that there will be a termination right, without other remedy.

UMB would only indemnify the customer for our breach of the undertakings set forth in the final agreement. UMB would not indemnify the customer for the consequences of its own breach of the agreement or it's incorrectness or representations or warranties made in the contract.

UMB retains records in accordance with the established data retention policy and applicable laws and regulations.
UMB will require reasonable notice of dates and times for site inspection by the evaluation committee.
UMB requires a 60-day written notice of termination of contract.

UMB will attempt to accommodate customer requests as it relates to personnel and customer service teams, but we retain the right to assign personnel as necessary to properly manage our business. If we need to substitute personnel, we will provide personnel who are equally qualified, and will attempt to provide reasonable advance notice of any substitution of personnel. We cannot always guaranty such advance notice due to potential illness, or other typical personnel reasons.

[End]

UMB Bank, n.a.

UMB i1110013 (1-2018BPB)

Commercial Deposit Account Signature Card

Confidential

UMB

Select One Only:	☐ New Account	☐ Update; Add Authorized Signer(s)/Check Signer(s)	☐ Supersede Existing Signature Card
DEPOSIT ACCOUNT NUMBER:	**Account Opened By:**	**Branch No.:**	

Legal Name of Account Owner: (exactly as stated in its State issued certification)	Name	**State of Organization:**
D/B/A ("doing business as") **Name,** if applicable:	Name	**Year Business Established:** (4 digits)
Descriptive Account Title, if applicable: (such as, "Operating Account") [not another entity's name]	Account Description	

Street Address (NOT a Post Office Box)	Number and Street			
City		State	ZIP	Phone (Day)
Mailing Address, if different than Street Address above:	Street, PO Box, Apartment			
	City		State	ZIP

NOTE: If this is a property management account, then supplemental agreement(s) with the Account Owner and its agent are required by the Bank.

NAME(S) OF AUTHORIZED SIGNER(S): (Authorized to transact on this Account per Account Owner's resolutions)

Name		☐ Add	Signature
ID/License No.	Title		
Name		☐ Add	Signature
ID/License No.	Title		
Name		☐ Add	Signature
ID/License No.	Title		
Name		☐ Add	Signature
ID/License No.	Title		

NAME(S) OF AUTHORIZED CHECK SIGNER(S): (Authorized ONLY to sign checks/drafts drawn on this Account)

Name		☐ Add	Signature
ID/License No.	Title		
Name		☐ Add	Signature
ID/License No.	Title		

☐ **Additional Authorized Signers/Check Signer(s) (Use Supplemental Authorized Signers Signature Page [UMB Form i1110013-S] as needed.)**

AUTHORIZED OFFICER'S AUTHORIZATION and AGREEMENT

Account Owner begins or continues its deposit account relationship with **UMB Bank, n.a.** (***"UMB"***) by providing it with the information above about Account Owner's business and by executing this Agreement below. By opening or maintaining the deposit account specified above (the ***"Account"***) with UMB, Account Owner confirms and agrees that: (1) the Account and all other deposit accounts maintained by Account Owner with UMB are governed by UMB's **Deposit Account Agreement** and documents referred to therein as "Supplemental Disclosures", as the Deposit Account Agreement may be revised by UMB from time to time; (2) Account Owner has received a copy of the Deposit Account Agreement and Supplemental Disclosures; (3) UMB is authorized to honor (a) instructions of *any* one of the Authorized Signers identified above for payment, withdrawal or transfer of funds from the Account or for transaction of other business on the Account per Account Owner's current resolutions or other authority documents; and (b) any check/draft issued by any Check Signer identified above whose authority is restricted to only sign checks/drafts and; (4) UMB may rely on the authorizations, agreement and certifications made on this Signature Card until UMB shall have received written notice from an authorized officer of Account Owner (which officer is identified in Account Owner's current resolutions or other authority documents that have been accepted by UMB as an individual having authority to certify powers granted thereby) revoking any authorization or certification at the office of UMB at which the Account is maintained, and UMB shall have had a reasonable amount of time to act upon such notice.

By signing below, I certify that: (a) I am an officer of Account Owner duly authorized to sign and deliver this Signature Card and Agreement to UMB on behalf of Account Owner; (b) information provided on this Signature Card is true and correct; (c) each individual identified above as an Authorized Signer or Check Signer is currently authorized to act on behalf of Account Owner as stated in this Signature Card by virtue of Account Owner's current resolutions or other authority documents that have been accepted by UMB; and (d) Account Owner agrees to be bound by the terms and provisions of this Signature Card and the Deposit Account Agreement.

AUTHORIZED OFFICER'S SIGNATURE (Authorized individual as specified in Account Owner's resolutions and/or certificate of incumbency):

X **Date**

PRINT AUTHORIZED OFFICER'S NAME and TITLE	
Name:	Title:

Continued on next page

Commercial Deposit Account Signature Card

Confidential

DEPOSIT ACCOUNT NUMBER:

FEDERAL EMPLOYER TAX IDENTIFICATION NUMBER:

TYPE OF ENTITY FOR FEDERAL TAX CLASSIFICATION:

Business [tax classification – C = C corporation; S = S corporation; P = partnership]

- ☐ Corporation C ☐ S ☐
- ☐ Corporation (Professional; PC)
- ☐ Corporation (Nonprofit; IRC§501(c)(3))
- ☐ Partnership (General)
- ☐ Partnership (Limited)
- ☐ Limited Liability Partnership (LLP)
- ☐ Joint Venture
- ☐ Limited Liability Company C ☐ S ☐ P ☐
  - ☐ Manager Managed ☐ Member Managed
- ☐ Business Trust
- ☐ Real Estate Investment Trust
- ☐ Qualified Settlement Fund
- ☐ Trust / Estate
- ☐ Association/ Organization
- ☐ Other :

- ☐ **U.S. (Federal) Government Public Funds**
  - ☐ **State** ☐ **County** ☐ **Municipality** ☐ **Other**
- ☐ **Foreign corporation/entity****
- ☐ **UMB Entity**
  - ☐ UMBF Corp. Subsidiary
  - ☐ UMB Bank Subsidiary

FATCA EXEMPTION CODE:

This deposit account is established and maintained in The United States. Therefore, a FATCA exemption code does not apply.

ACCOUNT OWNER'S IRS FORM W-9 TAX INFORMATION and CERTIFICATION

In order for Account Owner to avoid backup withholding, The United States Department of the Treasury, Internal Revenue Service (the ***"IRS"***) requires that Account Owner provide its certification that it is not subject to backup withholding.

By signing for Account Owner below, I certify under penalties of perjury that:

(1) the Employer Tax Identification Number stated above is the correct Taxpayer Identification Number for Account Owner; and

(2) Account Owner is not subject to backup withholding because (i) Account Owner is exempt from backup withholding, or (ii) Account Owner has not been notified by the IRS that Account Owner is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Account Owner that it is no longer subject to backup withholding; and

(3) Account Owner is a 'U.S. person'*; and

(4) The Foreign Account Tax Compliance Act (FATCA) Code(s) entered on this form (if any) indicating the Account Owner is exempt from FATCA reporting is correct.

[You must cross out item (2) above if Account Owner has been notified by the IRS that Account Owner is currently subject to backup withholding because Account Owner has failed to report all interest and dividends on Account Owner's tax return. The IRS does not require Account Owner's consent to any provision of this document other than the certifications to avoid backup withholding.**]**

ACCOUNT OWNER'S SIGNATURE of U. S. PERSON:

X **Date**

PRINT NAME OF ACCOUNT OWNER'S U. S. PERSON

Name:

* For Federal tax purposes, a "U.S. person" is a partnership, corporation, company or association created or organized in The United States or under the laws of The United States, or an estate (other than a foreign estate), or a domestic trust (see IRS Reg.§301.7701-7).

** ***If*** Account Owner is a foreign entity (not a U.S. person), ***then*** do **not** use the **IRS Form W-9** certification above. A foreign entity Account Owner must instead use the appropriate **IRS Form W-8** that applies to Account Owner's status. For information about the **IRS Forms W-8**, Account Owner should see **www.irs.gov/w8**.

FOR UMB BANK USE: NEW ACCOUNTS ONLY–ALL FIELDS REQUIRED

Sub Product Code:	OFF1:	OFF2:	TMO:	NAICS:
Related entities:				

Billing Structure:				
	Stand Alone Billing:	Yes ☐	No ☐	
	Relate & Analyze:	Yes ☐	No ☐	If yes, then key billing account:
	Account Analysis Statement:	Yes ☐	No ☐	
	Customer Recap Statement	Yes ☐	No ☐	

ORGANIZATION RESOLUTIONS AND AGREEMENT

UMB i1120001 (R 03/2018)

Commercial Deposit Accounts and Related Services; Borrowing

Full Legal Name of Organization: **_____** (the *"**Organization**"*) is a **_____** (***insert type of entity***) organized and existing under the laws of the State of **_____**.

The Federal Tax Identification Number of Organization is: _____.

The undersigned officer of the Organization certifies to UMB Bank, N. A. (the *"**Bank**"*) **as follows:**

1. **Recordkeeper**. **I am the Secretary or Assistant Secretary, or officer, partner, owner, principal, manager, member or other individual having lawful custody of the official records of the Organization. I am duly authorized by the official records of the Organization to provide and execute these Resolutions and Agreement to the Bank on behalf of the Organization.**

2. **Resolution and Agreement**. At a meeting of the governing body of the Organization duly held on (***insert date***) **_____, 2____** and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolutions and Agreement were duly adopted and approved and are currently in full force and effect, and has not been amended or rescinded.

3. **Authorized Signers**. Each individual identified below is an officer and Authorized Signer of the Organization and is duly authorized to exercise the powers that are described either in section 4.A., and/or section 4.B., and/or section 4.C. below and granted as specified beside his/her specimen signature.

NAME	TITLE OR POSITION	SPECIMEN SIGNATURE	POWERS GRANTED (A,B AND/OR C)

4. **Powers Granted**. The Organization has granted to each Authorized Signer one or more of the following powers specified in the **Powers Granted** space adjacent to the respective Authorized Signer's specimen signature above:

A. Establishing and Maintaining Deposit Accounts. This Authorized Signer is duly authorized and given the power by the Organization to establish and maintain with the Bank one or more checking, savings, and/or time deposit accounts denominated in the name of and owned by the Organization (each an "***Account***") as determined from time to time by this Authorized Signer. Each Account is governed by the terms and provisions of the Bank's deposit account agreement (and the documents referred to therein as "*Supplemental Disclosures*") as amended by the Bank from time to time.

Each Authorized Signer having this power to establish and maintain deposit accounts acting alone has the authority, on behalf of the Organization and in its name, to: (1) sign and deliver any application, signature card, or other document required by the Bank to establish or maintain any Account, and to close any Account; (2) sign or endorse for deposit or collection checks, drafts, acceptances, time deposit receipts, and any other orders for the payment of money by the Organization (and the Bank is hereby authorized and directed to honor the same, regardless of whether such items are payable to the order of the individual signing or countersigning the same, or

whether such items are deposited to the credit of the individual signing or countersigning the same or to the credit of any officer, employee or other Authorized Signer); (3) issue stop payment orders with respect to any item drawn on any Account; (4) obtain from the Bank such services as may be available from time to time that provide electronic, telephonic, computer or other form of information access to any Account; and (5) obtain from the Bank one or more debit cards for the purpose of making electronic fund transfers to or from any Account that permits such access. Endorsements of items made payable to the Organization also may be made by typing, writing or stamping the name of the Organization without adding the name of any individual below that signature.

The Authorized Signer also is duly authorized and given the power by the Organization to appoint and duly authorize one or more officers and/or employees of the Organization solely to issue and sign checks and drafts drawn on the Account on behalf of the Organization (each a "***Check Signer***"). The Bank is hereby requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn in the Organization's name when bearing or purporting to bear the facsimile signature of this Authorized Signer or of an individual identified as a Check Signer on the Organization's signature card for an Account, and the Bank also is entitled to honor all such checks, drafts or other orders, regardless of by whom or by what means the facsimile signature thereon may have been affixed, if such facsimile signature resembles the facsimile specimen(s) duly certified to or filed with the Bank by this Authorized Signer.

B. Additional Banking Services. As used in these Resolutions and Agreement, the term "***Additional Banking Services***" includes, *but is not limited to*: (a) wire transfer of funds services; (b) automated clearing house (ACH) services; (c) lockbox or remote deposit services: (d) obtaining one or more access devices issued by the Bank as a means of accessing the Account(s) including, but not limited to, any card, PIN, code, program or Additional Banking Service that will allow such access for the purpose of obtaining information or to initiate electronic funds transfers to or from an Account, and to request the Bank to issue such access devices to other representatives of the Organization whether or not such other representative is identified in section 3 above; (e) cash or vault services; (f) the purchase or sale of foreign currencies on behalf of the Organization; (g) the investment of funds from the Account(s) into such investments as the Authorized Signer deems appropriate, regardless of whether such investments are offered by the Bank or its affiliates, and whether or not the investments are FDIC-insured; and (h) such other Additional Banking Service(s) as the Bank may offer and the Authorized Signer may request from time to time.

This Authorized Signer is duly authorized and given the power (i) to engage in Additional Banking Services on behalf of the Organization and in its name, to enter into, sign, modify, amend or terminate agreements with the Bank (which may include master agreements) for Additional Banking Services in connection with any Account(s), and (ii) to take any actions or enter into any other agreements and provide whatever instructions or documents relating to any Additional Banking Service as the Bank may require, upon such terms and conditions as this Authorized Signer deems appropriate, and to approve the security procedures and other terms and conditions that become part of such agreement.

This Authorized Signer also is duly authorized and given the power to approve, execute, deliver, amend or cancel one or more service requests (each a "***Service Request***") specifying one or more Additional Banking Services requested by the Organization, authorizing one or more individuals as security administrators for the Organization with respect to an Additional Banking Service, each of such security administrators being authorized on behalf of the Organization to grant, modify and delete identification codes, authorization or access levels for any individual as service representative for the Organization who can access Account(s) and the functions that any such service representative may perform using such Additional Banking Service, to remove such security administrators as this Authorized Signer deems appropriate; and to name or remove one or more service representatives who are authorized to: (1) initiate, confirm, amend, and cancel payment orders or fund transfers (including automated clearing house transfers) as specified in the Service Request, whether or not the individual named in such Service Request is an Authorized Signer identified in section 3 above; and (2) issue or amend instructions related to any Additional Banking Service.

C. Borrowing Authority. Any **_____ (____)** of these Authorized Signers (***insert required number in print and numeral***) is/are duly authorized and given the power by the Organization to: (i) borrow sums of money from the Bank from time to time on behalf of and in the name of the Organization in such amounts, for such periods of time, and upon such terms as this/these Authorized Signer(s) may deem advisable; (ii) execute on

behalf of the Organization any guaranty of the obligations of other persons or entities to the Bank; and to execute for and on behalf of the Organization promissory notes, bonds, debentures, other evidences of indebtedness, loan agreements, line of credit agreements, letter of credit agreements, or other similar agreements or guaranties in such form and text as this Authorized Signer may determine; (iii) pledge, hypothecate, mortgage or in any manner encumber or create a lien upon any property of the Organization; (iv) deliver such documents and property to the Bank, whether real or personal, tangible or intangible and including, but not limited to, shares of stock, bonds, debentures, promissory notes, accounts receivable, or other property, upon such terms and conditions as this Authorized Signer may deem advisable to secure payment of sums of money borrowed by the Organization from the Bank or to secure any such guaranty of the obligations of any third party executed on behalf of the Organization; and (v) amend or modify any of the authorities and documents described in clauses (i) through (iv).

This Authorized Signer having borrowing authority, acting alone, also may delegate to any other representative of the Organization the power to borrow money on behalf of the Organization from time to time under any loan agreement, line of credit agreement, letter of credit agreement or other agreement previously approved in accordance with this authorization, even if the individual to whom such authority to borrow money is delegated is not named in these Resolutions and Agreement.

5. **Changes to Authorized Signer(s)**. The Organization agrees that the undersigned individual executing these Resolutions and Agreement on behalf of the Organization, or any individual designated in writing by the undersigned to the Bank, is authorized to certify the names and signatures of those individuals authorized to act on behalf of the Organization under the foregoing Resolutions and Agreement and, from time to time hereafter, to certify any change in the identity of said Authorized Signer(s) and/or Check Signer(s) or to add or delete any Authorized Signer and/or Check Signer, and the undersigned or such designee of the undersigned shall immediately report, furnish and certify such changes to the Bank and submit to the Bank a new signature card, incumbency certificate or other document on behalf of the Organization reflecting such changes as the Bank may require in order to make such change(s) effective.

6. **Bank's Right to Rely on These Resolutions and Agreement**. The undersigned further certifies that the foregoing Resolutions and Agreement are in conformity with the governing documents of the Organization, and the Bank is authorized to rely on and to continue to honor the instructions of and authorizations given by any Authorized Signer(s) identified herein or as subsequently certified to the Bank as described above until the Bank shall have been notified in writing by the undersigned or his/her designee of any amendment or revocation of such instruction or authorization and the Bank shall have had a reasonable period of time to act on such notification. The Organization agrees and acknowledges that neither the Federal Electronic Fund Transfer Act (15 U.S.C. Section 1693 and following) nor Regulation E (12 C.F.R. Part 205) are applicable to any debit card or other access device issued by the Bank to the Organization in connection with any Additional Banking Service. The Organization hereby indemnifies and holds the Bank harmless against any loss, cost, damage, or expense suffered or incurred by the Bank arising out of or in any way related to the Bank's reliance in good faith on the terms and provisions of these Resolutions and Agreement.

7. **Incumbency Certificate**. The undersigned "Recordkeeper" for the Organization certifies that each individual identified in section 3 above as an Authorized Signer is an employee or officer of the Organization and currently holds the office/title specified beside his/her name, and that the specimen signature adjacent thereto is the valid signature of such individual.

Guidelines for executing the following signature boxes for Organizations that are U.S. legal entities:

- **Corporation:** The undersigned **Recordkeeper** described in Section 1 above and executing these Resolutions and Agreement below in the **Recordkeeper** box should be the corporate secretary or assistant secretary of the corporation. The **Additional Officer** may be the Chairperson, President, Chief Executive Officer, Treasurer, Chief Financial Officer, or a Board member, and must execute these Resolutions and Agreement in the **Additional Officer** box.
- **Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor:** All general partners, all members (if a limited liability company), or the sole proprietor must sign below, unless the Organization's governing documents specify that a manager, managing general partner, or other individual may so act. ***In any event,*** **a second officer of the general partner or**

member (if a limited liability company) **must sign in the Additional Officer box**. Sole proprietorships or single member limited liability companies do not require a second signature.

- **Governmental Entity:** The Treasurer must sign these Resolutions and Agreement below in the **Recordkeeper** box, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or equivalent officer, or in-house Legal Counsel must sign in the **Additional Officer** box.

SIGNATURE REQUIRED	SIGNATURE REQUIRED
RECORDKEEPER	**ADDITIONAL OFFICER**
Name: _____ (Type or print)	Name: _____ (Type or print)
Signature: _____	Signature: _____
Title: _____	Title: _____
In witness whereof, I have signed my name to these Resolutions and Agreement as the Recordkeeper described in Section 1 above and, if appropriate and required, applied the seal of the Organization as of this_____day of_____, 20___ .	(Affix seal here if required by Organization's governing documents.)

Additional Signatures of Members, Partners or Other Required Individuals

Each of the undersigned individuals, being a member, general partner, or other person required under the governing documents of the Organization to approve the foregoing Resolutions and Agreement, hereby consents to the adoption thereof.

_____ *Signature*	_____ *Signature*
_____ *Print Name*	_____ *Print Name*
_____ *Title*	_____ *Title*
_____ *Signature*	_____ *Signature*
_____ *Print Name*	_____ *Print Name*
_____ *Title*	_____ *Title*
_____ *Signature*	_____ *Signature*
_____ *Print Name*	_____ *Print Name*
_____ *Title*	_____ *Title*

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20 ___, by and between UMB Bank, n.a., ("Pledgor") and _____, a _____ ("Pledgee") to induce Pledgee to deposit public funds with Pledgor from time to time in such amounts, for such times and upon such terms as Pledgee and Pledgor may agree ("Deposits").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and Pledgee agree:

I. DEFINITIONS. All terms used but not defined herein shall have the meanings ascribed thereto in Operating Circular No. 7, Appendix C ("Operating Circular No. 7") of the Federal Reserve Bank of Kansas City ("FRBKC")

II. TRANSFER AND PLEDGE OF SECURITIES. As collateral security for the payment of any and all Deposits that are, in the aggregate, in an amount that is in excess of the applicable limitation on deposit insurance coverage applicable for depositors of the same type as Pledgee announced from time to time by the Federal Deposit Insurance Corporation[1], now or hereafter made by Pledgee with Pledgor and all renewals thereof (collectively, "Liabilities"), Pledgor hereby pledges to Pledgee and grants Pledgee a security interest in securities pledged to Pledgee, held in a Restricted Securities Account at FRBKC and evidenced by the FRBKC Statement of Holdings.

III. THE RESTRICTED SECURITIES ACCOUNT.

1. Pledgor and Pledgee agree and acknowledge that the Book-Entry Securities pledged hereunder will be maintained by the FRBKC in a Restricted Securities Account for the benefit of Pledgee in accordance with the terms and conditions of Operating Circular No. 7.

2. As outlined in Operating Circular 7, FRBKC will send a confirmation ("Confirmation") to Pledgee and Pledgor for each Collateral Transaction related to the Restricted Securities Account established hereunder, evidencing the Book-Entry Securities pledged hereunder.

3. Notwithstanding any provision of Operating Circular No. 7 to the contrary, Pledgor and Pledgee agree that each Book-Entry Security held in the Restricted Securities Account established hereunder may be the subject of a Collateral Transaction from time to time as Pledgor requests and Pledgee authorizes as outlined in Operating Circular No 7.

4. FRBKC may be required to transfer or deliver the security to Pledgee or to any other entity pursuant to any statute or regulation applicable to securities pledged for public deposits. FRBKC is authorized and directed to comply with all requirements of any applicable statute or regulation related to the securities. FRBKC shall thereafter be released and discharged from any further liability or duty whatsoever with respect to such securities.

5. Notwithstanding any provision of Operating Circular No. 7 to the contrary, Pledgor and Pledgee agree that as long as FRBKC has not received written notice from Pledgee certifying that Pledgor is in default of its obligations under this Agreement, Pledgor shall be entitled to receive all principal payments, interest and other income on the Book-Entry Securities held in the Restricted Securities Account established hereunder (including, without limitation, any such securities received by FRBKC as a substitute for, proceeds of, or otherwise with respect to, any securities held in such Restricted Securities Account) and FRBKC is hereby authorized and directed to pay over, deliver or transfer same to Pledgor (or any entity or account designated by Pledgor).

6. Notwithstanding any provision of Operating Circular No. 7 to the contrary, Pledgor and Pledgee agree Pledgor shall have the right to substitute for one or more designated Book-Entry Securities then held in the Restricted Securities Account established hereunder, other Book-Entry Securities of at least equal par value.

IV. REPRESENTATIONS, WARRANTIES AND COVENANTS.

1. Pledgor's Representations, Warranties and Covenants. Pledgor hereby represents, warrants and covenants to Pledgee:

   a. the execution and performance of this Agreement and the pledge, lien and security interest granted herein was approved by Pledgor's Board of Directors and/or Loan Committee and such approval is reflected in the minutes thereof;

   b. a copy of this Agreement (including each Confirmation issued by FRBKC hereunder from time to time) shall be continuously maintained as an official record of Pledgor;

   c. the execution, delivery and performance of this Agreement and the transactions contemplated hereunder will not

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1 The standard maximum deposit insurance amount currently established by the FDIC is $250,000 per depositor per insured bank for each account ownership category. See 12 C.F.R. Section 330.1(n). In addition, until December 31, 2012, non-interest bearing transaction accounts are fully insured, even if they are above the standard maximum deposit insurance amount. See 12 C.F.R. Section 330.16(a).

violate any law, charter, by-law, rule or court order applicable to it or any agreement by which it is bound or by which its assets are affected;

d. it will provide any information and execute such documents as FRBKC may require to establish the Restricted Securities Account contemplated hereunder and/or evidence the agreements of the parties related thereto set forth in this Agreement; and

e. the market value of the Book-Entry Securities pledged hereunder shall at all times equal _____ percent (_____%) of the Liabilities or such other ratio as Pledgor and Pledgee may from time to time agree in writing.

2. Pledgee's Representations, Warranties and Covenants. Pledgee hereby represents, warrants and covenants to Pledgor:

a. it is a state or local government or a unit thereof;

b. it is duly authorized to execute and deliver this Agreement, to perform its obligations hereunder; and to deposit funds and monies with Pledgor;

c. the execution, delivery and performance of this Agreement and the transactions contemplated hereunder will not violate any law, charter, by-law, rule or court order applicable to it or any agreement by which it is bound or by which its assets are affected; and

d. it will provide any information and execute such documents as FRBKC may require to establish the Restricted Securities Account contemplated hereunder and/or evidence the agreements of the parties related thereto set forth in Article III of this Agreement, including expressly but not limited to any documentation, notification or authorization required by FRBKC to effect the release or substitution or Book-Entry Securities pledged hereunder and/or the termination of this Agreement.

e. if a collateral transaction requested by Pledgor results in pledged securities adequately collateralizing current Pledgee deposits, Pledgee agrees to promptly authorize FRBKC to release the excess collateral as requested by Pledgor.

V. DEFAULT. Pledgor will be in default of its obligations under this Agreement upon its failure to perform its obligations hereunder or its failure to pay the Liabilities when due according to the terms and conditions of any agreement between Pledgor and Pledgee governing any of such Liabilities. Upon Pledgor's default hereunder, Pledgee shall have all rights of a secured party granted under the Uniform Commercial Code then in effect in the state in which Pledgee is located.

VI. TERMINATION. The Pledgee or Pledgor may terminate this Agreement and close any Restricted Securities Account established at FRBKC with 30 calendar days advance written notice of the termination to the other party and the FRBKC.

VII. MISCELLANEOUS.

1. Governing Law. This Agreement shall be governed by and construed under the laws of the State under which Pledgee is organized except to the extent that such laws are preempted by federal law.

2. Counterparts. This Agreement may be executed in counterparts.

3. Assignment. This Agreement is neither assignable nor transferable,

4. Third Party Beneficiary. FRBKC shall be entitled, as a third party beneficiary, to all benefits and rights accruing to or applicable to it under this Agreement, and shall not be obligated or incur any duty or obligation hereunder to any person whomsoever. There is no requirement that the Agreement be acknowledged or accepted by FRBKC before delivery, transfer or designation of any Book-Entry Securities as collateral hereunder.

5. Notices. All notices, Confirmations and other documents and notices required or authorized herein may (as permitted) be delivered, sent electronically, or mailed to the parties hereto at the respective addresses set forth above or below.

UMB Bank, n.a. ("Pledgor")
P.O. Box 419226
Kansas City, MO 64141-6226

("Pledgee")

By: _____
Signature

_____
Name

_____
Title

By: _____
Signature

_____
Name

_____
Title

MASTER REPURCHASE AGREEMENT

Dated as of _____ ____ , _____

Between:

UMB Bank, n.a.
And

_____

1. Applicability.

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder, unless otherwise agreed in writing.

2. Definitions.

(A) "Act of Insolvency," with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, or (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which ***(a)*** is consented to or not timely contested by such party, ***(b)*** results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or ***(c)*** is not dismissed within 15 days, or (iii) the making by a party of a general assignment for the benefit of creditors, or (iv) the admission in writing by a party of such party's inability to pay such party's debts as they become due;

(B) "Additional Purchased Securities," Securities provided by Seller to Buyer pursuant to Paragraph 4(A) hereof;

(C) "Buyer's Margin Amount," with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(D) "Buyer's Margin Percentage," with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

(E) "Confirmation," the meaning specified in Paragraph 3(B) hereof;

(F) "Income," with respect to any Security at any time, any principal thereof then payable and all interest, dividends or other distributions thereon;

(G) "Margin Deficit," the meaning specified in Paragraph 4(A) hereof;

(H) "Margin Excess," the meaning specified in Paragraph 4(B) hereof;

(I) "Margin Notice Deadline," the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring someday satisfaction of any margin maintenance obligations as provided in Paragraph 4 hereof or, in the absence of any such agreement, the deadline for such purpose established in accordance with market practice;

(J) "Market Value," with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

(K) "Price Differential," with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 365 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

(L) "Pricing Rate," the per annum percentage rate for determination of the Price Differential;

(M)"Prime Rate," the prime rate of U.S. commercial banks as published in *The Wall Street Journal* (or, if more than one such rate is published, the average of such rates);

(N) "Purchase Date," the date on which Purchased Securities are to be transferred by Seller to Buyer;

(O) "Purchase Price," (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(B) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(A) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;

(P) "Purchased Securities," the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefore in accordance with Paragraph 9 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(A) hereof and shall exclude Securities returned pursuant to Paragraph 4(B) hereof;

(Q) "Repurchase Date," the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraphs 3(C) or 11 hereof;

(R) "Repurchase Price," the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination, increased by any amount determined by the application of the provisions of Paragraph 11 hereof;

(S) "Seller's Margin Amount," with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage, to the Repurchase Price for such Transaction as of such date;

(T) "Seller's Margin Percentage," with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination.

(A) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

(B) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify the Buyer and the Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event

of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.

(C) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance.

(A) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

(B) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller in acting as Buyer).

(C) If any notice is given by Buyer or Seller under subparagraph (A) or (B) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

(D) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

(E) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (A) and (B) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

(F) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (A) and (B) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. Income Payments.

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence ***(a)*** to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or ***(b)*** if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest.

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer.

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer. Unless otherwise indicated in the Confirmation for a Transaction in which UMB Bank, n.a. acts as Seller, Seller shall retain possession and custody of the Purchased Securities that are the subject of such Transaction.

8. Segregation of Purchased Securities.

All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date. Seller shall hold the Purchased Securities as agent for Buyer in a custodial account and shall not sell, transfer, hypothecate or pledge the Purchased Securities. All Purchased Securities in the possession of Seller shall be segregated from all other securities in Seller's possession and shall

be identified as subject to this Agreement. The segregation required hereunder may be accomplished by appropriate identification on the books and records of the Seller, or Seller's agent, and by holding such Purchased Securities at a financial or securities intermediary or a clearing organization. Any such financial or securities intermediary or clearing organization holding Purchased Securities will hold such Purchased Securities for Buyer as required by this Agreement.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated as set forth in this Agreement at all times.

Seller shall transfer the Purchased Securities to Buyer upon demand, including, without limitation, upon an Event of Default by Seller. In addition to any other rights Buyer has under this Agreement, including Section 11 hereof, if an Event of Default occurs in which Seller is the defaulting party, Buyer has the right to direct Seller (and Seller agrees) to sell such Purchased Securities and apply the proceeds to the satisfaction of Seller's obligations to Buyer under this Agreement.

9. Substitution.

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated as set forth in this Agreement at all times.

10. Representations.

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into the Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default.

In the event that (i) Seller fails to transfer or Buyer fails to purchase the Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

(A) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

(B) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (A) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefore on the Repurchase Date determined in accordance with subparagraph (A) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

(C) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

(D) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (A) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:

(1) as to Transactions in which the defaulting party is acting as Seller, (a) immediately sell, in a recognized market(or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (b) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefore on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and another amounts owing by the defaulting party hereunder; and

(2) as to Transactions in which the defaulting party is acting as Buyer, (a) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (b) in its sole discretion

elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefore on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that ***(1)*** the Securities subject to any Transaction hereunder are instruments traded in a recognized market, ***(2)*** in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefore in its sole discretion and ***(3)*** all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

(E) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

(F) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (A) of this Paragraph.

(G) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

(H) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(H) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

(I) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement.

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any

Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications.

Any and all notices, statements, demands, or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger, or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability.

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Nonassignability; Termination.

(A) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

(B) Subparagraph (A) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law.

This Agreement shall be governed by the laws of the State of Missouri without giving effect to the conflict of law principles thereof.

17. No Waivers, etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure here from shall be effective unless and until such shall be in writing and duly executed by both of the parties

hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(A) or 4(B) hereof will not constitute waiver of any right to do so at a later date.

18. Use of Employee Plan Assets.

(A) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt there from, and the other party may proceed in reliance thereon but shall not be required to proceed.

(B) Subject to the last sentence of subparagraph (A) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

(C) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent.

(A) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Security subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(B) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof, is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

(C) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements there under (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(D) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FIDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation," respectively, as defined in and subject to FIDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FIDICIA).

20. Disclosure Relating to Certain Federal Protections.

The parties acknowledge that they have been advised that:

(A) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

(B) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

(C) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

(D) in the case of Transactions in which (i) UMB Bank, n.a. acts as Seller and (ii) the Purchase Price is deducted from Buyer's deposit account(s) with Seller, the amount so deducted is not a "deposit," as that term is defined in the Federal Deposit Insurance Act but, in the event Seller were to fail before it repurchased the Purchased Securities, the Federal Deposit Insurance Corporation should recognize Buyer's ownership of (or security interest in) the Purchased Securities.

IN WITNESS, the parties have executed this Master Repurchase Agreement as of the date first written above.

	UMB Bank, n.a.
By:	By:
_____	_____
Name (typed)	Name (typed)
_____	_____
Title	Title
_____	_____
Signature	Signature
_____	_____
Date	Date

Notes:

ANNEX I

Supplemental Terms and Conditions

Acceptable Securities are Securities which represent direct obligations of the U.S. Government or any agency thereof and which have a remaining term until maturity of ten (10) years or less and MBS/CMO securities with an average life of twenty (20) years or less, subject to the final approval of UMB Bank, n.a.

This Schedule is effective for all transactions occurring on or after _____ , _____

UMB Bank, n.a.

ANNEX II

Names and Addresses for Communications Between Parties

Rick Beaver
Assistant Vice President, Treasury Operations
UMB Bank, n.a.
1010 Grand Boulevard
Kansas City, Missouri 64106
Telephone: (816) 860-8710
FAX: (816) 860-5119

ORGANIZATION RESOLUTION AND AGREEMENT
FOR CREDIT CARD PROGRAM

_____, who is the undersigned Recordkeeper for _____, (the *"Organization"*), a _____ *(type of entity)* organized under the laws of _____ (*state*), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "*Recordkeeper"*) and is authorized to provide this document to UMB Bank, n.a. (*"Bank"*).

2. That at a meeting of the governing body of the Organization duly held on _____ (*date)* and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

RESOLVED, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that _____ is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designate Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and receipted for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this ____ day of _____, ____.

RECORDKEEPER	**ADDITIONAL OFFICER**
Signature by Secretary, Assistant Secretary, or other Person certifying to this Resolution and Agreement	**Signature by Second Person, certifying to incumbency of Recordkeeper**
_____	_____
Signature	Signature
Name:	Name:
Title:	Title:

Affix Seal, if required by Organization's governing documents.

Additional Signatures of Members, Partners or Other Required Persons

The undersigned persons, being Members, General Partners, or other persons required under the governing documents of the foregoing Organization Resolution and Agreement for Credit Card Program, hereby consent to the adoption thereof.

Signature Name: Title:	Signature Name: Title:
Signature Name: Title:	Signature Name: Title:
Signature Name: Title:	Signature Name: Title:
Signature Name: Title:	Signature Name: Title:

Guidelines for Completion for Customers that are U.S. legal entities:

- Corporation: The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.

- Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor: All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.

- Governmental Entity: The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

(Effective January 2021)

TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

TABLE of CONTENTS

1. TERMS and CONDITIONS	PAGE
Account Reconciliation and Positive Pay Services	1, 2
Automated Clearing House (ACH) Processing Services	4
Automated Clearing House – UMB ACH Filter Service	15
Cash Vault Services	16
Check Image Service	18
Controlled Disbursement Service	19
Electronic Data Interchange (EDI) Service	19
Image Cash Letter Service	20
Integrated Payables Service	22
Online Payment Solutions Service	24
Paper Debit Block Service	29
Remote Deposit and Mobile Deposit Services	29, 32
Smart Safe Service	35
UMB Image Lockbox Services	38
UMB Direct™ Banking Service	42
Universal Payment Identification Code (UPIC®) Service[1]	46
'Virtual' Vault Services	47
Wire Transfer of Funds Service	49
Zero Balance Account Service	54
2. DEFINED TERMS	54
3. AGREEMENT for SERVICES	60

[1]**UPIC** is a registered service mark of The Clearing House Payments Company L.L.C.

TREASURY MANAGEMENT SERVICES - MASTER AGREEMENT

UMB Bank, N. A. (and any depositary bank that hereafter were to become a subsidiary of UMB Financial Corporation) ("***we***", "***us***", "***our***", or the "***Bank***") offers a variety of **Treasury Management Services** (each a "***Service***") to the Bank's commercial customers to assist them in managing their funds in their deposit accounts (each an "***Account***"), obtaining and managing their Account information, transferring funds, and efficiently administering their finances. This **UMB Treasury Management Services Master Agreement** (this "***Master Agreement***") contains the terms, conditions, and provisions that are applicable to the respective Services. The words "***you***", "***your***" and "***yours***" as used in this Master Agreement mean the person, partnership, corporation, association, limited liability company or other entity that maintains their Account(s) with us.

This Master Agreement consists of three (3) parts:

1. **UMB's Treasury Management Services: Terms and Conditions;**
2. **the Defined Terms; and**
3. **the Agreement for Services.**

This Master Agreement together with the **Commercial Deposit Account Signature Card**, the Bank's **Deposit Account Agreement**, any applicable Supplemental Documentation, and Service Request(s) comprise our contract with you for your Account(s) and the Service(s) you select. Capitalized terms used but not defined in the text of this Master Agreement have the meanings given them in **DEFINED TERMS** section below.
This Master Agreement applies to commercial Accounts (including Accounts of our Small Business and Business Banking clients). A commercial Account is an Account established by a partnership, joint-venture, corporation, limited liability company, limited liability partnership, business trust, association, or other entity operated on a for-profit basis; an association or corporation operated on a not-for-profit basis; a governmental entity; or a sole proprietorship or an individual who will use the Account solely for carrying on a trade or business. The classification and form of ownership of your Account(s) are as designated on your **Commercial Deposit Account Signature Card**, and we may rely on those designations for all purposes relating to such Account(s).

UMB's TREASURY MANAGEMENT SERVICES: TERMS and CONDITIONS

For each of the following Treasury Management Services that you select and request in your completed and duly executed Service Request, you consent to the applicable terms and conditions for that Service.

Account Reconciliation and Positive Pay Services
Automated Clearing House - ACH Filter Services
Check Image Service
Electronic Data Interchange (EDI) Service
Integrated Payables Service
Paper Debit Block Service
Smart Safe Service
UMB Image Lockbox Services
'Virtual' Vault Services
Zero Balance Account Service
Automated Clearing House (ACH) Processing
Cash Vault Services
Controlled Disbursement Service
Image Cash Letter Service
Online Payment Solutions
Remote Deposit and Mobile Deposit Services
UMB Direct™ Banking Service
Universal Payment Identification Code Service
Wire Transfer of Funds Services

Each of your Service Requests must be completed by your Authorized Signer (or his/her authorized designee) as we may require. Your **Self-Administration and Service Representative Authorizations** Service Request will identify those individuals whom you specify to act as your Service Representatives for those Service(s) that you elect, and whom you authorize to provide Instructions to us on your behalf with respect to your Service(s) and to view your Account statements and reports.

Account Reconciliation Services

The Services. Our **Account Reconciliation Services** (also called "***ARP***" Services) are a suite of services designed to increase productivity by automating the account reconciliation process. These Services can improve speed and accuracy of reconciling Checks you have issued against your Accounts for payment while providing enhanced control procedures to reduce payment risk. Your use of an Account Reconciliation Service,

however, does not reduce your obligations to discover and report unauthorized or missing signatures and endorsements or alterations on Checks drawn on your Account(s) (as described in our Deposit Account Agreement with you and this Master Agreement). Our ARP Services are more completely described in the **UMB ARP and Positive Pay Service Description**. You may request our **Account Reconciliation Services** by completing and executing the **ARP and Positive Pay Service Request** and delivering it to your UMB Treasury Management Officer. If you request (and we agree to provide) any of these Services to you, then in the event of an inconsistency between requirements under the UCC or other Applicable Law governing deposit accounts and these ARP Services terms and conditions, these ARP Services terms and conditions shall prevail to the extent permitted by law.

Format Specifications. You must comply at all times with format and data transmission standards that we establish from time to time for any Account Reconciliation Service. We may change any such standards, in our discretion, with prior notice to you. You are solely responsible for the accuracy and completeness of all information you provide to us.

Reports. Your selected Account Reconciliation reports will be delivered to you in the manner you specify in your **ARP and Positive Pay Service Request**.

Positive Pay Services

The Services. Our **Positive Pay Services** assist in minimizing loss from fraudulent Check issuance and payment. However, your use of a Positive Pay Service does not reduce your obligations to discover and report unauthorized or missing signatures and endorsements or alterations on Checks drawn on your Account(s) (as described in our Deposit Account Agreement and this Master Agreement). You may obtain our **Positive Pay Services** by requesting the Service(s) on your **ARP and Positive Pay Service Request**. If you request (and we agree to provide) a **Positive Pay Service** to you, then in the event of an inconsistency between requirements under the UCC or other Applicable Law governing deposit accounts and these **Positive Pay Services** terms and conditions, these terms and conditions shall prevail to the extent permitted by law.

Format Specifications. You must comply at all times with format and data transmission standards that we establish for any Positive Pay Service. We may change any such standards, in our discretion, with prior notice to you. You are solely responsible for the accuracy and completeness of all information you provide to us. You also must comply at all times with the Check specifications standards we establish and, if we so request, change your check stock quality and/or format. You must provide us with sample checks for testing whenever you will use new check stock. We shall not be responsible for correcting or resolving Check processing errors caused by substandard quality magnetic encoding or Item imaging by the bank of first deposit.

Your Responsibilities. You must specify in your **ARP and Positive Pay Service Request** each Account to be included in any Positive Pay Service. For each day that a Check is written against an Account using Positive Pay Service, you must deliver to us all Check information that we require in an electronic issue file in accordance with our procedures and prior to the deadline that we establish from time to time. Such information must include, without limitation, the Account number, the Check number, its issue date, and the face Dollar amount of the Check. **We strongly recommend that you select "*Return All*" as your company's default action for your "non-decisioned" Check Exception Items. If you select "*Pay All*" as your default action, then please know that you will be liable for any loss that your Account may incur if no decision were made to Check Exception Items by the Bank's cut-off time then in effect.**

Our Responsibilities. We will create a 'Master Issue File' from the Account and Check information that you provide to us for each Account that you have specified to be included in your **Positive Pay Service**. Information that you provide to us about your outstanding Checks on your issued Checks file we generally will make available on the Master Issue File on the same Banking Day. If you need to manually add a Check to the Master Issue File, you must follow the procedures that we make available within the **UMB Direct Banking Service** Check management module. Although we will make reasonable efforts to assist you to manually add a Check, we may be unable to process such request for you on a same day basis.

UMB Bank offers the following three (3) Positive Pay Services.

1. *Standard Positive Pay Service*. If you subscribe to and we activate our *Standard Positive Pay Service* for your Account, then we will make images of your unmatched Exception Items available to you each Banking Day *via* our online portal. We will identify each Check that we received for payment that does not match the Check number and Dollar amount of any Check listed in the Master Issue File for that Account, or that we determine to be an Exception Item. We will correct encoding errors on the electronic check presentment file that we receive from the Federal Reserve Bank before the Checks are posted against your Account and before your unmatched Exception Items are sent to **UMB Direct Banking Service**.

We will use commercially reasonable efforts to compare Checks presented for encashment at any of our branch offices with the Master Issue File. If we refuse to cash any Exception Item, then our refusal will not be deemed to be a wrongful dishonor. In the event we dishonor a Check, then we will refer its presenter to you. You acknowledge that Check information that you provide to us each Banking Day will not be available in the Master Issue File at our branch offices until at least thirty (30) minutes following our successfully uploading and confirming the Master Issue File.

2. *Payee Positive Pay Service*. If you subscribe to and we activate our *Payee Positive Pay Service* for your Account, then we will compare the information from your issued Checks file to the scanned payee information on your Checks. Any Check presented to us for which the scanned payee information does not match (based on the technology we use for that purpose) the information that you provided in your issued Checks file, including the Check number and Dollar amount, will be identified as an Exception Item. Although we exercise reasonable care in providing *Payee Positive Pay Service*, if in our review of payee information on your presented Checks against payee information in your Master Issue File we were to fail to report a Check as an Exception Item to you based on a payee mismatch does ***not*** constitute a representation or warranty by us that the payee information on the Check presented to us matches the information contained in your Master Issue File or that the payee information on the Check has not been altered. Your issued Checks file also must include payee information in the required format specified in our **ARP and Positive Pay Setup Guide**. Before *Payee Positive Pay Service* can be activated (in production, rather than test, mode), your check stock and your Check file transmissions must be tested by us so that when your Checks are presented to us for payment our equipment can read the payee information and successfully compare that information to your issued Checks file. *Payee Positive Pay Service* does not apply to Checks that you issued before your *Payee Positive Pay Service* has been activated in production mode by us on your Account.

We also will use commercially reasonable efforts to compare Checks presented to us for encashment with the Master Issue File payee information for Checks for which that information is available in the Master Issue File. If we refuse to cash any Exception Item, then our refusal will not be deemed a wrongful dishonor. In the event we dishonor a Check, then we will refer its presenter to you. You acknowledge that Check information that you provide to us each Banking Day will not be available in the Master Issue File at our branch offices until at least thirty (30) minutes following our successfully uploading and confirming the Master Issue File.

3. *Reverse Positive Pay Service.* If you subscribe to our *Reverse Positive Pay Service* on your **ARP and Positive Pay Service Request**, then each Banking Day we will make images of the Checks that were presented to us for payment before the deadline (that we establish from time to time) available to you *via* our online banking portal on the same Banking Day on which the Checks were presented to us for payment. Using the online Check management module, you must review the presented Checks and compare them with your Check issuance records and, in accordance with our procedures, decide whether to dishonor any presented Check. We will be authorized to act accordingly to pay any Check presented to us for payment unless you otherwise instruct us prior to the established deadline. We will make commercially reasonable efforts to honor your Instruction. We will have no responsibility for any liability, loss, or damage resulting from our (i) payment in accordance with this section of any Check that is altered or unsigned or which bears a forged or unauthorized signature, or (ii) return of any Check in accordance with this section.

Positive Pay Procedures. For our *Positive Pay Services*, all Checks presented to us for payment that match by number and Dollar amount to the Master Issue File for that Account will be paid (excluding your stop

payment orders and your requests to void Check issue records). All Checks presented to us for payment that do not match by number and Dollar amount to the Master Issue File for that Account will be deemed to use the default election to '*pay*' or '*no pay*' if no other Instruction were delivered to us for any Exception Items that we make available to you before the established deadline (excluding your stop payment orders and your requests to void Check issue records). For our *Payee Positive Pay Service* that has been activated on your Account, all Checks that match by number and Dollar amount in the Master Issue File for that Account and that do not generate an Exception Item will be deemed properly payable, and we will be authorized to follow your '*pay*' or '*no pay*' default election in your **ARP and Positive Pay Service Request**. For all *Positive Pay Services*, you must instruct us to return any Exception Item no later than the deadline that we establish. We will make Exception Items available for you to view and make '*pay*' or '*no pay*' decisions directly *via* our online information portal. You must be an online banking service client with the appropriate entitlements in order to view and make '*pay*' or '*no pay*' decisions directly on Exception Items.

We will follow your default election to '*pay*' or '*no pay*' any Exception Item unless you have provided us with a timely Instruction to post or return the Item. We shall have no responsibility for any liability, loss, or damage that may result from: (i) our paying any Check that matches the Master Issue File or paying any Exception Item pursuant to your Instruction; or (ii) our paying an Exception Item - ***unless*** you have timely instructed us to ***not*** pay the Exception Item; or (iii) at your Instruction, our not paying a Check even though it matches the Master Issue File. Even if we do not report a discrepancy to you, you continue to have all of your obligations described in the Deposit Account Agreement with respect to each Check, and we will have no obligation to return any Check if it is otherwise properly payable.

Our Positive Pay system will purge Check issuance and payment records from the Master Issue File fifteen (15) months after the date that such records were included in the Master Issue File. You have the option in your ARP and Positive Pay Service Request to extend your records retention period beyond the standard fifteen (15) months period for up to five (5) years.

Automated Clearing House (ACH) Processing Services

The Services. The **Automated Clearing House (ACH)** network is a reliable, efficient, batch-oriented, electronic funds transfer system that provides for the clearing and settlement of electronic payments among participating financial institutions nationwide. Our **ACH Processing Services** are more completely described in the **UMB ACH Processing Service Description**. You may obtain our ACH Processing Services by requesting the Service(s) on your **Information Reporting and Electronic Payments Service Request**. If you request that we provide (and we agree to provide) **ACH Processing Service** to you, then in the event of an inconsistency between requirements under the UCC or other Applicable Law governing deposit accounts and these ACH Services terms and conditions, these terms and conditions shall prevail to the extent permitted by law.

UMB Bank uses an automated ACH settlement process that eliminates the need for companies to add an offsetting entry to each ACH File. Settlement to the account number designated by the Originator on the **Information Reporting and Electronic Payments Service Request** will occur according to the specified effective date within the ACH File, or the settlement date. If a file were received with an effective entry date when the ACH Operator is unable to provide settlement (*e.g.*, a non-banking day), then the operator will insert a settlement date reflecting the next succeeding Banking Day.

ACH Files can be delivered to the Bank *via* its **UMB Direct Banking Service** ACH Payments module, or by computer terminal or mainframe transmission. Input specifications will be provided depending on the method selected. Unlike wire transfers of funds that are processed online for immediate settlement, ACH files are processed on a batch basis for future settlement. For example, a Direct Deposit file would be originated on Wednesday or Thursday for a Friday payday. ACH can be used for various types of payments that can be classified as either consumer or corporate (*i.e.*, sent to the account of an individual or a company, respectively). They can also be segmented as commercial or government payments (*e.g.*, payments originated by a company versus payments that are originated by the government, such as Social Security benefits).

Same Day ACH Service. The National Automated Clearing House Association adopted a Rule to provide a ubiquitous capability for moving ACH payments faster. [*See* "Same Day Entry" of the ACH Rules.] This Rule

enables the same day processing of an ACH payment ("***Same Day ACH Service***"). **Same Day ACH Service** provides Originators with the option of sending Credit and/or Debit Entries to accounts at any Receiving Depository Financial Institution (RDFI). These Same Day Entry options permit payments to flow through the ACH Network without affecting existing ACH payment capabilities or schedules. *All* RDFIs are required to receive Same Day Entry payments (Credit Entries and Debit Entries) thereby giving Originating Depository Financial Institutions (ODFIs) and Originators the certainty of being able to send Same Day Credit Entry and Same Day Debit Entry transactions to all accounts as RDFIs. **Same Day ACH Service** is an add-on **ACH Processing Service** that the Bank will make available to its approved ACH commercial clients for an additional Service Fee.

How Does Same Day ACH Service Work? An ODFI (such as UMB Bank) will be able to submit Files of Same Day Entry payments (Credit Entries and Debit Entries) through clearing windows provided by the ACH operators.

Payments that will be *ineligible* for Same Day ACH Service include International ACH Transactions (IAT Entries) and any payment transaction in an amount greater than One Hundred Thousand Dollars ($100,000.00). The aggregate amount of Entries in a Same Day ACH Service File delivered to us can exceed the $100,000.00 limit as long as no single Credit Entry or Debit Entry in the File exceeds the $100,000.00 limit.

It will not be necessary for you to make any changes to your ACH File in order for you to initiate a Same Day Credit Entry payment or Same Day Debit Entry payment other than to be sure to correctly manage your effective Entry date, to have your File initiated and approved by the cut-off time, and to be sure that your Entry is eligible to qualify as a Same Day Entry as prescribed in the ACH Rules.

For additional information concerning Same Day ACH Service and to request that we establish Same Day ACH Service for you on your Account(s), please communicate with your UMB Treasury Management Service Representative.

Integrated Payables Service. Payment File Instructions delivered to us for ACH Service through our **Integrated Payables Service** must be transmitted to us by Electronic Communication through a secure file transfer protocol in computer readable form in compliance with the formatting and other requirements that we specify, and thereafter we will forward your Payment File Instructions to **Bottomline** for processing. ***See*** the "**Integrated Payables Service**" section of this Master Agreement.

You will access the **Integrated Payables Service** and provide your Payment File Instructions through the Bank's secure file transfer site (SFT) or a direct computer connection (SFTP) to the Bank's system. If these Payment File Instructions transfer modes were unavailable, then you would need to upload your Payment File Instructions directly to **Bottomline**'s ***Paymode-X®*** online portal and follow the Operating Procedures described in the ***Paymode-X®* User Guide** and supporting material including, without limitation, input formats, delivery deadlines, and confirmation requirements. Payment File Instructions that we receive after established delivery deadlines will be deemed to have been received by us the next Banking Day. Notwithstanding anything in the **ACH Processing Service Description** to the contrary, the Security Procedures for verifying authenticity of an ACH Entry initiated through **Integrated Payables Service** include the requirement that such Entry (or request to cancel an Entry) ***must be approved through Dual Control by your Service Representatives using* Bottomline's *Paymode-X®* *online portal, instead of the* UMB Direct Banking Service *portal*.**

Your Payment File Instruction(s) *must be for domestic ACH transactions only*. International ACH Transactions (IAT Entries) *are not permitted* through the **Integrated Payables Service** and will not be implemented by the Bank at this time. Notwithstanding anything in this "**Automated Clearing House (ACH) Processing Services**" section of this Master Agreement to the contrary, your Entries initiated through **Integrated Payables Service** will be funded as follows: (*1*) **Bottomline** will initiate a '1031' Fedwire Drawdown Request on your deposit account specified by the Originator on your **Integrated Payables Service Request**, which deposit account may be your Account or your deposit account at another financial institution; (*2*) such drawdown funds will be transferred to an omnibus account of the Bank; and (*3*) thereafter the Payment File Instruction will be processed for payment from such omnibus account of the Bank.

Notwithstanding anything in this Master Agreement to the contrary, we will automatically retransmit

returned Entries if the Entry return code permits us to retransmit. The Bank will not send Notice of Change Entries or Return Entries in **Integrated Payables Service** to you. Rather, **Bottomline** will handle these types of Entries and either will update the Entry information for the vendor after the Notice of Change or Return Entry information has been verified or return the funds to your Account if the updated Entry information is not able to be identified/verified after five (5) Banking Days. You will be able to view any issue with an ACH payment Entry on **Bottomline**'s ***Paymode-X***® platform.

Types of ACH Transactions

Consumer ACH transactions are Entries sent from a company to individuals. A three-letter Standard Entry Class ("***SEC***") code identifies these transactions. For example, the SEC code used in Direct Deposit and Direct Payment applications is PPD (prearranged payment or deposit). Regulations and/or guidelines that govern electronic payment transactions differ for consumer and commercial transactions; accordingly, it is essential to use the correct SEC code when originating consumer entries. **Types of consumer ACH payments include:**

Accounts Receivable Entries (ARC). An Accounts Receivable Entry is a Single Entry ACH debit that enables a company (such as a biller) to convert a consumer Check received *via* U.S. Mail or drop box location for payment of goods or services. The Check is used as a source document to collect the consumer's routing number, account number, Check serial number and Dollar amount for the payment transaction. Originators are permitted to convert only Checks in an amount that does not exceed Twenty-Five Thousand Dollars ($25,000.00). Also, an Originator must have the ability to exclude from conversion any Check that contains an 'Auxiliary On-Us' (as defined in the ACH Rules) field within the MICR line of the Check.

Back Office Conversion Entries (BOC). The Back Office Conversion (BOC) Entry application enables Originators to convert, during back office processing, Checks presented by the Receiver for payments made at either the point of purchase or a manned bill payment location. BOC Entries are Single-Entry debits and may only be used for non-recurring, in-person (*i.e.*, at the point of purchase or manned bill payment location) payments where there is no standing authorization for the origination of ACH Debits to the Receiver's account. Originators are permitted to convert only Checks in an amount that does not exceed Twenty-Five Thousand Dollars ($25,000.00).

Direct Deposit Entries (PPD). Direct deposit transactions are ACH Credit Entries originated from an organization to a consumer's account. Examples of applications in this category include, but are not limited to, direct deposit of payroll, pension and dividend payments, and travel and expense reimbursement.

Direct Payment Entries (PPD). Direct Payment transactions are authorized ACH Debit Entries initiated by a company to collect payments from consumer accounts. Applications include Direct Payment of recurring scheduled payments (*e.g.*, utility, lease, mortgage, installment loan and tuition payments, insurance premiums, charitable contributions, and property management fees).

Internet-Initiated Entries (WEB). Internet-Initiated Entries are Single Entry or recurring ACH debits originated by a merchant for the purchase of goods and services by the consumer *via* the Internet. Transactions are given the WEB designation only when the authorization for payment by the consumer was initiated *via* the Internet.

Point-of-Purchase Entries (POP). Point-of-Purchase transactions are Single Entry ACH debits converted by merchants/retailers from client Checks (eligible source document) for the purchase of goods and services at the point of sale. Checks must be converted at the time of presentment, using a Check reading device to gather payment information directly from the MICR line. Applications in this category include typical transactions occurring in line at a cashiering station. The ACH Network does not permit POP Entries to exceed Twenty-Five Thousand Dollars ($25,000.00).

Re-presented Check Entries (RCK). A Re-presented Check Entry is a Single Entry ACH debit alternative for merchants/retailers to re-present a paper Check that was returned electronically *via* the ACH Network due to insufficient or uncollected funds. The merchant may transmit a re-presented Check Entry no more than twice after the first return of a paper Item and no more than once after the second

return of a paper Item. Applications of RCK include consumer Checks that do not exceed Two Thousand Five Hundred Dollars ($2,500.00) and that have processed through the Check collection system.

Telephone-Initiated Entries (TEL). A Telephone-Initiated Entry is a Single Entry or recurring ACH debit initiated by an originator in response to a consumer's verbal authorization *via* telephone to transmit ACH debits to his or her account to collect payment for goods and services.

Corporate ACH transactions are credits or debits used to facilitate Business-to-Business (B2B) payments. The most commonly used Standard Entry Class Codes are CCD (Corporate Credit or Debit Entries) and CTX (Corporate Trade Exchange). SEC Code CCD+ indicates the presence of an addenda record with transaction information. Addenda can be formatted in several standard formats or can be free form. The payment and addenda are the electronic equivalent of a Check and Check stub. **Types of commercial ACH payments include**:

Corporate Credit or Debit (CCD). CCD debits or credits may be sent by a company to transfer funds between a main account and other depository accounts owned by the company. Applications include concentration of receipts from a company's outlying location accounts and funding of local payroll, petty cash, disbursement accounts and B2B payments that are seller-initiated or buyer-initiated.

Tax Payments. Taxpayers can use ACH to initiate tax payment transactions through Electronic Federal Tax Payment System (EFTPS), an electronic system for paying Federal taxes. The EFTPS replaces the labor-intensive paper-based system with one that streamlines and simplifies payment of Federal taxes. Using EFTPS, taxpayers can authorize the Bank to initiate an ACH credit to EFTPS. Taxpayers using a Same-Day Payment mechanism can authorize the Bank to initiate a Fedwire payment transaction.

Electronic Data Interchange (EDI). CCD+ and CTX transactions permit companies to attach additional remittance information to ACH transactions using addenda records. This practice, known as Electronic Data Interchange (EDI), can replace having paper remittance documents accompany a mailed Check payment to explain invoices paid or discounts taken. These payments typically use the SEC code CTX, which allows the Originator to attach multiple addenda records (up to 9,999; CCD+ payments may only carry one addenda record). CTX format is an electronic 'envelope' that ties remittance information to payments reducing manually re-associating the information back to the payment. The sender and receiver format the addenda records in a mutually agreeable manner. Some formats are proprietary, but companies often use the ANSI X12 standards for EDI.

Transmittal of Entries; Your Representations and Warranties.

All Entries that you initiate and all transactions that you receive using our ACH Processing Services are subject to the ACH Rules, Applicable Law, our **ACH Processing Service Description** in effect from time to time, and any Supplemental Documentation that we provide in connection with these Services. You must transmit Entries to us in compliance with the Applicable Law, the ACH Rules, and the formatting and other requirements we provide to you and in accordance with the **ACH Processing Service Description**. You must use the proper Entry code established in the ACH Rules that corresponds to the type of ACH Entry that you transmit to us. Your obligation to transmit Entries to us in compliance with Applicable Law includes your obligation to not act on behalf of, or to transmit funds to or from, any Person, organization, or country that has been identified by the Office of Foreign Assets Control ("***OFAC***") as subject to blocking of financial transactions in accordance with applicable regulations and Executive Orders. We have the right, upon reasonable advance notice to you, to audit your compliance with this Master Agreement and the ACH Rules. We also have the right to suspend or terminate your right to originate ACH files for violation of ACH Rules or in order to assure compliance with ACH Rules or Applicable Law.

We offer a variety of methods for you to transmit ACH Files to us for processing. Available transmission methods are described in our **ACH Processing Service Description**. Your Authorized Signer may change your selected File transmission method to any other option that we offer, subject to our acceptance. Whenever you transmit an Entry to us for processing through ACH, you make all the representations and warranties to us related to that Entry that we, in our capacity as Originating Depositary Financial Institution ("***ODFI***"), make to any Receiving Depositary Financial Institution ("***RDFI***"), ACH operator or other participant in the ACH Network under the ACH Rules.

Processing, Transmittal and Settlement.

Subject to your compliance with these ACH terms and conditions, our **ACH Processing Service Description**, and this Master Agreement, we will process Entries received from you, transmit Entries as an ODFI to the ACH network, and settle Entries. We will transmit Entries by the applicable deposit deadline of the ACH Network if the Entries are received in form and text acceptable to us by our established cut-off time, the Entry date on the file satisfies the criteria that we establish from time to time, and the Federal Reserve Bank is open for business that day. However, we reserve the right to delay processing Entries as provided in these terms and conditions.

We shall have no obligation to process Entries that are not in compliance with the ACH Rules and Applicable Law, these ACH terms and conditions, or our **ACH Processing Service Description**. It may be necessary that we temporarily suspend processing certain transactions (such as International ACH Transactions) in order to verify that the transaction will be originated in compliance with any Applicable Law. If we take that action, settlement for and availability of such Entries may be delayed. We shall have no obligation to independently determine whether the name, account number or other identifying number provided for any person or entity refers to the appropriate person or entity. You acknowledge that the Security Procedures outlined in our **ACH Processing Service Description** are not all-inclusive security procedures and are not designed to detect errors in data you submit but are designed to confirm the authenticity of your Instruction and that such Instruction has been sent to us by your authorized Service Representative. We will have no responsibility for the accuracy of Entry information you provide to us directly or through your Third-Party Service Provider.

Authorizations by Receivers. You must obtain from each Receiver all applicable authorizations for you to initiate Entries as required by the ACH Rules, our **ACH Processing Service Description**, and Applicable Law. For example, for Debit Entries to a consumer account, the ACH Rules require you to obtain an Authorization that must be in writing and signed or similarly authenticated by the consumer to originate the Entries. You must retain a record of such Authorization, and you must provide a copy of the Authorization to us or any requesting RDFI. You must also provide all notices required by the ACH Rules and Regulation E. For example, you must provide notice when the amount of a preauthorized Debit Entry varies in amount from the previous Debit Entry, or when you receive authorization to collect additional fees or charges (*e.g.*, a returned Check charge) with an ACH transaction.

Rejected and Returned Entries; Return Rates. We may reject any Entry that does not comply with these ACH terms and conditions or for any reason permitted under the ACH Rules. We may also refuse to process any Entry if the Entries you submit would cause you to exceed your Exposure Limit or you have failed to comply with your funding or pre-funding obligations or other obligations under these ACH terms and conditions, or you have failed to meet any other obligation you have to us under your other agreements with us. You may request that we automatically retransmit returned Entries (if the Entry return code allows us to retransmit), but we retain the right whether to approve processing returns in that manner. We will have no liability to you for any rejection or return of an Entry, or the fact that notice is not given at an earlier time than that provided in the ACH Rules. You must cooperate with us in any investigation of the reason for any return rate on your ACH Entries or any type of Entry that we consider excessive, and you will promptly undertake corrective action as required to correct any deficiency. You must provide complete and accurate information as required by the ACH Network in any inquiry regarding excessive return rates.

Pre-notification. In accordance with ACH Rules, prior to initiation of the first Entry to the account of a Receiver, you may deliver pre-notification Files to us to deliver to the RDFI indicating your intent to initiate Entries to the Receiver's account. We assume no liability for an RDFI's failure to respond to any pre-notifications you originate. We will not monitor delivery of pre-notifications and will have no liability if you fail to initiate pre-notifications.

Credit Risk. We may require you to provide certain information to us when you apply to use our ACH Service and from time to time thereafter to enable us to assess the risk associated with providing ACH Service to you including, but not limited to, information concerning your current and past financial condition. In connection with our providing ACH Services to you, you authorize us to gather credit information regarding you from other sources, including one or more credit information providers. In our discretion, we may from time to time impose Exposure Limits or change Exposure Limits on the aggregate amount of Credit or Debit

Entries that you may initiate, and we may also impose or change Exposure Limits with respect to types of Entries. An Exposure Limit may be established in our sole discretion and we may not disclose the amount of such Exposure Limit for security purposes. We reserve the right to designate or terminate Entry classes that we will process for you at any time, without prior notice to you. We may require, also in our sole discretion but upon notice to you, that you maintain reserve balances in your Account(s) in an amount equal to a percentage of all Debit Entries you have initiated within a certain preceding period of time or that, at our option, we reasonably estimate you will initiate during a certain period.

Payments and Reversals with Respect to Entries.

Funding. In our discretion, at any time and without prior notice to you, we may require payment before processing your Entries. Regardless of whether we have done so in the past, we shall not be obligated to release your Entries to an ACH operator without first having been paid for them by you, and if we were to require such payment, the amount would be immediately due and payable without prior notice or demand.

Our Rights to Assure Payment. Notwithstanding other provisions of these ACH terms and conditions or our **ACH Processing Service Description**, without prior notice to you we are authorized to place a hold on funds in any Account (or in your account(s) at any of our Affiliates or any account owned in whole or in part by you), or take any other action that we deem appropriate to assure that we receive payment for Entries. We may charge any Account (or your account(s) at any of our Affiliates or any account owned in whole or in part by you) for any Debit Entry, or correcting or reversing Entry, that is later returned to us. We also may set off against any amount we owe to you or any amount any of our Affiliates owes to you in order to obtain payment of your obligations under these ACH terms and conditions. We will not take the actions described in this subsection if they would conflict with Applicable Law.

Debit Entries. We generally will credit your designated Account with immediately available funds for the amount of Debit Entries we execute by our close of business on the Settlement Date or as otherwise provided in our **ACH Processing Service Description**. However, we reserve the right to withhold any portion of any credit to a designated Account if: (i) we determine, in our discretion, that your return rate for ACH transactions exceeds the rate that we consider to be normal for the type of ACH transactions that you originate through us; (ii) you have exceeded the Exposure Limit established for such Debit Entries; (iii) your financial condition suffers a material adverse change; or (iv) you have otherwise failed to comply with any obligation under these ACH terms and conditions or under another agreement that you have with us.

Provisional Payment. Payment of a Credit Entry to your Account is provisional until we receive final settlement for the Entry. Similarly, our payment of a Debit Entry, returned Credit Entry, or any credit reversal Entry is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to be repaid by you and we may charge your Account(s) for the applicable amount.

Returned Entries. You must pay us immediately for the amount of each returned Debit Entry and each adjustment Entry that we previously credited to your Account. We shall have no obligation to send a separate notice of Debit Entries that are returned unpaid. Reports containing information regarding returned Debit Entries will be available through **UMB Direct Banking Service** online cash management.

Deletion or Modification of Entries. We shall have no obligation to cancel or modify an Entry or a File after it has been received. However, we will make a reasonable effort to act on your request for deletion of an Entry or a File *provided that* we shall have received the request before we execute the Entry or the File and we shall have a reasonable time to respond to the request, but we shall have no liability if the requested deletion were not accomplished. You must reimburse us for any costs that we incur in our attempting to reverse an Entry or File.

Reversing Entries. We cannot guarantee that any reversing Entry that you originate in accordance with the ACH Rules will be accepted by the RDFI. If we do not accept a reversing Entry, then we will have no further obligations to you with respect to such Entry.

Liability; Indemnity. You indemnify us for and hold us harmless against any loss, liability, or expense (including attorneys' fees and expenses) resulting from breach by you of any representation or warranty contained in these ACH terms and conditions, our **ACH Processing Service Description**, or the ACH Rules,

and in connection with any breach of the ACH Rules by us caused by your violation of the ACH Rules, these ACH terms and conditions or our **ACH Processing Service Description**. Subject to the overall limitation on our liability described in this Master Agreement, our liability for loss of interest resulting from our error or delay in processing an Entry shall be calculated using a rate of interest equal to the average Federal Funds rate at the Federal Reserve Bank operating in the district in which the Bank's headquarters is located for that period.

Use of Third-Party Service Provider(s) to Assist You in Processing ACH Entries.

You shall be fully responsible for the actions of any Third-Party Service Provider that you use to assist you in preparation or transmission of Entry information to us (or directly to an ACH Operator, if we permit that practice). Each Third-Party Service Provider you will use in connection with ACH Service must be identified on your **Information Reporting and Electronic Payments Service Request**, your **Self-Administration and Service Representative Authorizations Service Request**, and your **ACH Third-Party Service Provider Service Request** that you have on file with us. Each Third-Party Service Provider will be your *agent* and you will be responsible for: (i) any File transmission your Third-Party Service Provider transmits to us or to an ACH Operator in your name using the File transmission method selected by such Third-Party Service Provider, and the Security Procedures selected by such Third-Party Service Provider, regardless of whether such File in fact was authorized by you; (ii) failure by the Third-Party Service Provider to comply with any Security Procedure outlined in our **ACH Processing Service Description**; (iii) all fees, costs, and expenses owed to each Third-Party Service Provider for its services; and (iv) any claims, damages, costs and/or expenses incurred as a result of any Third-Party Service Provider's failure to perform its services, delay or error in performing its services, or its failure to follow applicable procedures or ACH Rules. We may rely on your most recent Service Request to determine the Third-Party Service Provider(s) that is/are currently authorized to deliver Entry information to us on your behalf, but your failure to identify any Third-Party Service Provider that processes ACH Entries on your behalf in your Service Request, or to add, delete, or change any Third-Party Service Provider on your Service Request, shall not establish conclusively that such Third-Party Service Provider was not in fact your agent for purposes of transmission of Entry information on your behalf.

You may change or cancel any Third-Party Service Provider authorization upon your written notice to us, but we shall be entitled to have a reasonable period of time within which to implement any such change. We may require, at our option, that your Third-Party Service Provider execute documentation establishing such service provider's obligations in providing ACH Entries to us on your behalf, the File transmission methods and Security Procedures that will apply to such transmissions, and the Service Representatives of the Third-Party Service Provider who will be authorized to provide Instructions to us on your behalf with respect to the ACH Services. We will have the right to suspend or terminate the right of any Third-Party Service Provider to assist Originators in preparation or transmission of ACH Files that we process because of a violation of ACH Rules or in order to assure compliance with ACH Rules.

When You Act as a Third-Party Sender of ACH Entries.

If you perform functions related to the origination of ACH funds transfers on behalf of another business organization including, but not limited to, creation of ACH Files or acting as sender to or receiver of funds transfer Files on behalf of an Originator, then you are a "*Third-Party Sender*" under the ACH Rules and these ACH terms and conditions.

You must notify us before you begin to originate ACH Files on behalf of any third party and provide information that we require about the third party so that we can conduct proper due diligence. We retain the right to approve any third party on whose behalf you act as Third-Party Sender. When you act as a Third-Party Sender, you will be subject to all applicable provisions of the ACH Rules including, but not limited to, the following: (a) you must enter into appropriate agreements with each Originator on whose behalf you act as Third-Party Sender under which the Originator must assume the responsibilities of an "*Originator*" under the ACH Rules, and under which the Originator acknowledges that ACH Entries may not be initiated by the Originator that violate Applicable Law; (b) you must submit the ACH Files for each Originator for which you act as Third-Party Sender to us segregated in their own batch; (c) the Originator must agree to make payment to us for any Credit Entries properly originated by us under these ACH terms and conditions as instructed by you on behalf of the Originator, and for any Debit Entries returned by an RDFI to the extent that we do not receive

payment from you as Third-Party Sender; (d) you must immediately notify us if your agreement with an Originator on whose behalf you are acting as Third-Party Sender shall have been terminated, and you must immediately discontinue sending ACH Files to us on behalf of such Originator; and (e) upon our request you promptly must provide us with updated information on any third party for whom you originate ACH Files.

You will continue to be principally liable to us under these ACH terms and conditions even if the Originator on whose behalf you act as Third-Party Sender were to fail to comply with the foregoing obligations. To the extent that you are a Third-Party Sender, you indemnify us and hold us harmless from and against any and all claims, demands, losses, liabilities, or expenses, including attorneys' fees and expenses that result, directly or indirectly, from any failure of an Originator on whose behalf you provide ACH services to perform its obligations as an "*Originator*" under the ACH Rules.

Special Types of ACH Entries.

If you wish to use our ACH Service to originate certain special types of ACH Entries as described in this section, you must specify your intention to do so by completing the required information on your **Information Reporting and Electronic Payments Service Request**. We have the right to approve your origination of these ACH Entry types, and to establish separate Exposure Limits that apply to each Entry type. When you originate an ACH Entry of a type described in this section (either on your own behalf or on behalf of another for whom you act as Third-Party Sender), you make the specific representations and warranties below to us with respect to that Entry type, and you make all the representations and warranties that we as ODFI make to any RDFI, ACH operator or other participant in the ACH Network under the ACH Rules with respect to such Entries.

Because ACH Rules with respect to special types of ACH Entries change relatively frequently, you must ensure that your origination of any special ACH Entry conforms to the current version of the ACH Rules. The specific representations and warranties that you make in connection with the types of ACH Entries described in this section shall be considered modified to take into account changes in the ACH Rules pertaining to such Entry types as of the effective date of changes in such ACH Rules without requiring modification of the provisions of this **Special Types of ACH Entries** section of this Master Agreement. We may add special types of ACH Entries that will be subject to this Section by following the procedures for modifying this Master Agreement. In the event of any conflict between the provisions of this section and the ACH Rules, the ACH Rules shall control. We may provide more information about special types of ACH Entries and their related requirements in our **ACH Processing Service Description**.

WEB Entries. With respect to any WEB Entry that you originate on behalf of yourself or any third party:

- ❖ You must use the WEB standard entry class code to identify all Debit Entries on a consumer's account originated over the Internet.
- ❖ You must employ a commercially reasonable fraud detection system to screen each Entry, to verify the identity of the Receiver whose account is to be debited, and to verify the accuracy of the Receiver's depositary financial institution's ABA routing and transit number.
- ❖ You must establish a secure Internet session prior to and during any transmission of banking information using commercially reasonable security technology that, at a minimum, is equivalent to 256-bit encryption.
- ❖ You must conduct annual audits to ensure that the financial information that you obtain from consumers is protected by security procedures that include, at a minimum, adequate levels of (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; and (iii) network security to ensure secure capture, storage, and distribution of financial information. Upon our request you promptly will provide to us proof that your security audit meets these standards.
- ❖ If you act as Third-Party Sender (as discussed above) for any Web Entry, you must have: (i) established procedures to monitor the creditworthiness of the Originator on an ongoing basis; (ii) established appropriate exposure limits for the Originator (and must review those limits periodically); and (iii) implemented procedures to monitor Entries sent or received by the Originator relative to your exposure limit across multiple settlement dates.

[Reference**:** ***NACHA Operating Guidelines***, Special Topics; "Internet-Initiated Entries"]

TEL Entries. With respect to any TEL Entry that you originate on behalf of yourself or any third party:

- ❖ You must obtain the Receiver's explicit authorization prior to initiating a Debit Entry. If you obtain the Receiver's authorization verbally, you must either record the Receiver's Authorization or provide, in advance of the Settlement Date of the Entry, written notice confirming the Authorization.
- ❖ You must provide at least the following information to the Receiver either in verbal conversation or in the written confirmation following the conversation: (i) the date on which the account will be debited; (ii) the amount of the Debit Entry; (iii) the Receiver's name; (iv) a telephone number that is available to the Receiver and answered during normal business hours for client inquiries; (v) the date of the Receiver's verbal authorization; and (vi) a statement that the Authorization obtained from the Receiver will be used to originate an ACH Debit Entry to the Receiver's account.
- ❖ You must retain either the original or a duplicate of the recording of the Receiver's verbal Authorization or a copy of the written notice confirming the Receiver's verbal Authorization for two (2) years from the date of the Authorization.
- ❖ You must utilize commercially reasonable security procedures to verify the identity of the Receiver, including name, address, and telephone number, and to verify the accuracy of the Receiver's depositary financial institution's ABA routing and transit number.

[Reference: ***NACHA Operating Guidelines***, Special Topics; "Telephone-Initiated Entries"]

ARC Entries. With respect to any ARC Entry that you originate on behalf of yourself or any third party:

- ❖ You must only originate ARC Entries with respect to Checks that you receive *via* the U.S. Postal Service or at drop box locations.
- ❖ The Check that you use as a source document to create an ARC Entry must: (i) contain a pre-printed serial number; (ii) not contain an "auxiliary on-us" field in the MICR line; (iii) not exceed Twenty-Five Thousand Dollars ($25,000.00); and (iv) be complete and signed by the Receiver. You must not convert ineligible Checks, such as third-party Checks, obligations of a financial institution, Checks drawn on the U.S. Treasury, or State or local government Checks, to ARC Entries.
- ❖ Prior to receipt of each source document that will be used as the basis for origination of an ARC Entry, you must provide the Receiver with a notice that complies with the ACH Rules. In general, the Rules require you to provide notice to your customers that (i) when the customer uses a Check for payment, the customer authorizes you to either use information from the Check to make a one-time electronic funds transfer from the customer's account or to process the payment as a Check transaction; and (ii) the notice must also state that the Check will be used to make a one-time electronic funds transfer from your account. Under certain circumstances, such as for technical or processing reasons, we may process your payment as a Check transaction.
- ❖ You must provide consumers with the ability to choose to not have their Checks converted to ACH Debit Entries and a clear method for consumers to notify you of that election.
- ❖ During your initial processing of an ARC Entry, you must use a reading device to capture the Receiver's routing number, account number, and Check serial number. You must not key-enter that information (except as necessary to correct MICR misreads, 'mis-encoding', or processing rejects).
- ❖ You must retain a legible image, microfilm, or copy of the front of the Check for two (2) years from the Settlement Date of the ARC Entry, and forward a copy of it to us within ten (10) Banking Days of our request therefor.
- ❖ You must not present the original Check that you used as a source document for collection through the check collection system unless the ARC entry shall have been returned by the RDFI.
- ❖ You must use commercially reasonable methods to securely store all source documents until their destruction and all banking information that you will receive in connection with all ARC Entries.
- ❖ If an ARC Entry were returned to you unpaid and you were to elect to collect a returned Check or similar charge, you must obtain separate authorization to collect that charge, and such charge must not be processed as an ARC Entry. You represent and warrant to us that you have complied with Applicable Law if you originate an ACH Entry to collect any charge for insufficient funds.

[Reference: ***NACHA Operating Guidelines***; Special Topics; "Accounts Receivable Entries"]

BOC Entries. With respect to any BOC Entry that you originate on behalf of yourself or any third party:

- ❖ You must only originate BOC Entries with respect to Checks that you receive at the point of purchase or at a manned bill payment location.
- ❖ The Check that you will use as a source document to create a BOC Entry must: (i) contain a pre-printed serial number; (ii) not contain an "auxiliary on-us" field in the MICR line; (iii) not exceed Twenty-Five Thousand Dollars ($25,000.00); and (iv) be complete and signed by the Receiver. You must not convert ineligible Checks, such as third-party Checks, obligations of a financial institution, Checks drawn on the U.S. Treasury, or State or local government Checks, to BOC Entries.
- ❖ Prior to receipt of each source document that will be used as the basis for the origination of a BOC Entry, you must post a notice in a prominent conspicuous location near the point of sale or bill payment location, and also provide a copy of the notice to the customer at the time of the transaction. In general, the ACH Rules require that such notice state that (i) when the customer provides a Check for payment, the customer authorizes you to either use information from the Check to make a one-time electronic funds transfer from the customer's account or to process the payment as a Check transaction, and must provide the customer with a telephone number to call for further information; and (ii) the Check will be used to make a one-time electronic funds transfer from your account. Under certain circumstances, such as for technical or processing reasons, we may process your payments as a Check transaction.
- ❖ You must use commercially reasonable procedures to verify the identity of each Receiver.
- ❖ You must provide customers with the ability to choose not to have their Checks converted to BOC Debit Entries and a clear method for customers to notify you of that election.
- ❖ During your initial processing of a BOC Entry, you must use a reading device to capture the Receiver's routing number, account number, and Check serial number. You must not key-enter that information (except as necessary to correct MICR misreads, 'mis-encoding', or processing rejects).
- ❖ You must retain a legible image, microfilm, or copy of the front of the Check for two (2) years from the Settlement Date of the BOC Entry, and forward a copy of it to us within ten (10) Banking Days of our request therefor.
- ❖ You must not present the original Check that you used as a source document for collection through the Check collection system unless the BOC entry shall have been returned by the RDFI.
- ❖ You must use commercially reasonable methods to securely store all source documents until their destruction and all banking information that you receive in connection with all BOC Entries.
- ❖ If a BOC Entry were returned to you unpaid and you were to elect to collect a returned Check or similar charge, then you must obtain separate authorization to collect that charge, and such charge must not be processed as a BOC Entry. You represent and warrant to us that you have complied with Applicable Law if you originate an ACH Entry to collect any charge for insufficient funds.

[Reference: ***NACHA Operating Guidelines***, Special Topics; "Back Office Conversion"]

POP Entries. With respect to any POP Entry that you originate on behalf of yourself or any third party:

- ❖ You must only use as a "source document" to originate a POP Entry a Check or shareholder draft that (i) contains a pre-printed serial number; (ii) does not contain an "auxiliary on-us" field; and (iii) is in an amount that does not exceed Twenty-Five Thousand Dollars ($25,000.00); and (iv) has not been previously voided and used by the Receiver for a prior POP Entry. You must not convert ineligible checks, such as third-party Checks, obligations of a financial institution, Checks drawn on the U.S. Treasury, or State or local government Checks, to POP Entries.
- ❖ You must use a reading device to capture the Receiver's routing number, account number, and Check number. You must ***not*** key-enter that information.
- ❖ You must only initiate a POP Entry in the amount of the customer's purchase of goods or services. This purchase amount must not include the amount of any charge for insufficient funds or for a returned Check.
- ❖ Prior to receipt of each source document that you use as the basis for the origination of a POP Entry, you must post a notice in a prominent conspicuous location near the point of sale, and also provide a copy of the notice to the customer at the time of the transaction. In general, the ACH Rules require that the notice state that when the customer provides a Check for payment, the customer authorizes you to either use information from the Check to make a one-time electronic funds transfer from the customer's

account or to process the payment as a Check transaction.

❖ You must cancel and return the customer's Check after it has been scanned. Once the POP Entry has been submitted to us, you must not submit the original Check to collect the amount of the transaction.

❖ You must provide the customer with a receipt that complies with the requirements of the ACH Rules. The Receiver's complete account number and complete identification number are not permitted to be included on the receipt.

❖ If your policy is to charge the customer for the return of an electronic funds transfer or a Check unpaid due to insufficient or uncollected funds, then you must obtain specific Authorization for any such charge. You represent and warrant to us that you have complied with Applicable Law if you originate an ACH Entry to collect any charge for insufficient funds.

❖ A POP Entry does not capture the customer's name for inclusion in the Entry. You must be prepared to handle returned POP Entries and have procedures that permit you to identify and contact the customer in connection with any unpaid POP Entry.

[Reference: ***NACHA Operating Guidelines***, Special Topics; "Point-of-Purchase Entries"]

RCK Entries. With respect to any RCK Entry that you originate on behalf of yourself or any third party:

❖ You must only originate an RCK Entry with respect to a Check in an amount not to exceed Two Thousand Five Hundred Dollars ($2,500.00) drawn on a consumer account and that has been returned to you for insufficient or uncollected funds, and that has been presented to you not more than one hundred eighty (180) days before the date that you originate the RCK Entry. You must not convert ineligible Checks, such as third-party Checks or those drawn on business or government accounts, to RCK Entries.

❖ You must not submit an RCK Entry with respect to a Check that has been presented in physical form and returned more than two (2) times, or that has been presented in physical form and returned one (1) time and submitted as an RCK Entry and returned one (1) time.

❖ You make the representations and warranties to us that we make under the ACH Rules, including that: (i) you have good legal title to the returned Item; (ii) all signatures on the returned Item are authentic and authorized, and the returned Item has not been altered; (iii) the returned Item is not subject to claims or defenses; (iv) the returned Item will not be presented to the paying bank by any means other than ACH unless the related RCK Entry has been returned by the RDFI; (v) the Item to which the RCK Entry relates is drawn on, payable through or payable at the RDFI, and the amount of the Item, the Item number, and the account number contained on the Item have been accurately stated in the RCK Entry; (vi) you have provided clear and conspicuous notice of your electronic Check re-presentment policy at the time the returned Check was originally given to you by the consumer; and (vii) any restrictive endorsement on the Item is void.

❖ You must retain a copy of the front and back of each Check for at least seven (7) years from the Settlement Date of the respective RCK Entry, and you must provide a copy of the original Check to us promptly upon our request therefor.

Reference: ***NACHA Operating Guidelines***, Special Topics; "Re-Presented Check Entries"

International ACH Transactions. With respect to any International ACH Transaction ("***IAT Entry***") that you may originate or receive on behalf of yourself or any third party:

Outbound IAT Entries. When you transmit to us a debit or credit that involves sending a payment transaction to or through a financial agency office that is not located in the territorial jurisdiction of The United States of America, you represent that:

❖ You and the Entry are in compliance with U.S. law including, but not limited to, your having formatted the Entry to comply with the applicable provisions of the Bank Secrecy Act's "Travel Rule" (31 CFR Part 103.33(g)), so that all parties to the transaction will have the information necessary to comply with their obligations under programs administered by OFAC and the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN);

❖ You are responsible for ensuring that the Entry will comply with the laws and payment system rules of the receiving country; and

❖ You understand that certain ACH Rules that apply to domestic (U.S.) ACH transactions do not necessarily apply to IAT Entries. For example, the applicable rules of a foreign country may not permit reversal of ACH Entries submitted in error, such as duplicate ACH transactions. You must obtain such advice and guidance as you deem appropriate regarding the rules of foreign countries that apply to ACH transactions that you send abroad, and we are not responsible and shall not be liable for providing that advice to you. Except for losses caused by our gross negligence or willful misconduct, you assume all risk of loss arising from your originating outgoing ACH transactions that are delivered to a foreign country or financial agency office that is not located in The United States of America, including your inability to receive reimbursement from an RDFI or financial agency located in a jurisdiction outside The United States of America with respect to an IAT Entry sent in error.

Inbound IAT Credit Entries. Credit to your Account for any IAT Entry originated in a foreign country may be delayed or reversed if it appears that the transaction may have been originated in violation of U.S. law, and we will not be responsible for any damages that you sustain by virtue of our taking action with respect to the inbound IAT Entry as appears to be required based on information included with the Entry.

Foreign Currency Provision; Exchange Rate. Any IAT Entry, whether debit or credit, that results in or requires the exchange of one country's currency for another country's currency creates a separate and binding obligation with respect to the currency conversion and apart from your obligations with respect to the IAT Entry itself. The rate of exchange applicable to such Entries will be established by us from time to time. An IAT Entry that you submit in Dollars and that is payable to a beneficiary in a country with a freely convertible currency will be converted to the local currency unless you designate the beneficiary's account number as a 'U.S. Dollar account'. If you were to incorrectly designate the beneficiary's account as a 'U.S. Dollar account', or if it were to appear that the transaction may have been originated in violation of U.S. law, then the IAT Entry would be subject to being returned, delayed, or converted without any prior consultation with you, or otherwise not completed, and we will have no liability for any such event. If an IAT Entry were returned for any reason, you will accept the refund in Dollars in the amount of the foreign money credit, based on the rate of exchange that we establish. A foreign financial institution that returns an IAT Entry may impose a charge for the return, which charge will be deducted from the credit to your Account or otherwise debited to your Account.

Automated Clearing House – UMB ACH Filter Service

The Service. **UMB ACH Filter Service** is designed to reduce the possibility that unauthorized ACH transactions will post to your Account(s). UMB ACH Filter has two (2) Services you can use: **ACH Filter**, which enables your Service Representative(s) to actively and efficiently screen your incoming ACH debit or credit transactions received by us prior to our posting them to your Account, and **ACH Block**, which permits your Service Representative(s) to restrict ACH transactions on your Account(s) by transaction type – debit or credit. Prior to an ACH transaction being paid, your Service Representative can either add the incoming ACH transaction to your approved ACH transactions list ("***Approved List***") or decline the ACH transaction. Any ACH transaction that you instruct us to return by the applicable deadline will be returned as per ACH Rules.

In order to use **UMB ACH Filter Service**, your Service Representative(s) must first be enrolled in **UMB Direct Banking Service**, our online commercial banking Service. You can provide your Instructions for your use of **UMB ACH Filter Service** in your **Information Reporting and Electronic Payments Service Request**. Once we have accepted your Service Request, we will set up your ACH Filter parameters on our ACH processing system according to your Instructions such as instructing us to Filter ***all*** ACH Debit Entries, ***all*** ACH Credit Entries, ***or*** both. We will implement your authorization(s) of your Service Representative(s) in your Service Request who will use this Service to either view, approve, decline, add, or modify ACH transactions and those on your Approved List.

1. *ACH Filter*. If you elect to use our *ACH Filter* Service, then we would make all incoming ACH transactions received by us for your Account(s) (except International ACH Transactions) available through **UMB ACH Filter Service** to your designated Service Representative(s) to view and determine whether to accept or decline each respective ACH transaction. By your Service Request you can authorize your Service Representative(s) to instruct us to approve or decline specific ACH transactions or to return ACH transactions received from

specified Originators on your Account(s). Your Service Representative(s) also may elect to add an Originator to your Approved List and to set the frequency of payment. For example, if you want to permit a specific trade creditor to debit your Account each month for a certain payable amount, then your Service Representative could use **UMB ACH Filter Service** to add that trade creditor to your Approved List and set the payment frequency as "monthly" to authorize that ACH transaction.

If your ACH Filter setup on your Account were to provide for your Service Representative to approve or decline your ACH transactions, and if on any Banking Day your Service Representative were to fail to instruct us to pay or return the Entries to your Account by our published deadline, then those ACH transactions would revert to the default setting that you selected for your Account in your Service Request to either "Pay All" or "Return All" such Entries.

2. *ACH Block*. *ACH Block* Service enables you to restrict ACH transactions on your Account(s) by type of transaction (debit or credit). Your Service Representative can instruct us to block ***all*** ACH Debit Entries, ***all*** ACH Credit Entries, ***or*** both. We will implement Instructions that your Service Representative provides in your Service Request, and we will return blocked ACH Item(s) before those ACH transactions will be posted to your Account(s). Blocked ACH Credit Entries will not be made available to your Service Representative for review prior to our returning those blocked Entries. Blocked Debit Entries can be made available to your Service Representative(s) for review and determining whether to accept or decline any Debit Entry through our *ACH Debit Filter* module.

International ACH Transactions. **UMB ACH Filter Service** cannot make International ACH Transactions (IAT Entries) available to your Service Representative(s) to approve or decline. All incoming IAT Entries will be posted against your Account.

Execution of Instructions. We will make commercially reasonable efforts to have **UMB ACH Filter Service** effective for your use, or to discontinue your use or implement your changes to your Service to become effective as promptly as practicable. However, we will not be liable to you or any other party for any failure to commence, discontinue, or change your use of this Service by a specific date or time. We retain the right at all times to terminate your use of this Service if we determine, in our sole discretion, that we have received an excessive number of requests from you for changes to your ACH transaction instructions or for exceptions.

Limited Liability. We shall be liable to you only for those actual damages that you incur as a direct result of our failure to exercise reasonable care in providing **UMB ACH Filter Service** to you. Our liability for any failure to implement an *ACH Block* or to return an ACH transaction contrary to your Instructions in your Service Request will not exceed the aggregate amount of monthly fees that you shall have paid to us for your use of **UMB ACH Filter Service** during the twelve (12) month period immediately preceding the purported failure. In no event will we be liable to you or any other party for any indirect, consequential, or punitive damages whatsoever, or any loss, cost, or expense including any economic loss or damage, or loss of business profits or revenue that you may incur. We will not be responsible for your acts or omissions, those of your officers, employees or agents, or any act of any other person or entity including, but not limited to, any clearing house association, processor, or Federal Reserve Bank.

Cash Vault Services

The Services. In order to use a **UMB Cash Vault Services** you must have an Account with us, complete and deliver to us your **Cash Vault or 'Virtual' Vault Service Request** designating the Account(s) that should be debited for your cash purchases and other information we need to set up your Service, and have arranged for transporting cash. You will designate one or more individuals whom you authorize to act as your Service Representative(s) who will be authorized to place orders with us for currency by completing and delivering to us your **Cash Vault or 'Virtual' Vault Service Request**. UMB will issue Identification Codes to your Service Representative(s) that he/she/they must use to place currency orders, and you may suspend or terminate the Identification Codes of any Service Representative at any time. You will specify to us which of our cash vaults you will use. An Authorized Signer may add or delete a Service Representative at any time by delivering to us a revised and duly executed **Cash Vault or 'Virtual' Vault Service Request**. We will have a reasonable period of time to act on any such change that you request. We may, at our discretion, reduce cash orders for control

purposes, and we may refuse deposits, defer or reverse credits, and/or return deposits in accordance with these terms and conditions.

Items that May Be Deposited. We accept for deposit at our vaults only genuine U.S. coins and currency. We may also accept your Check deposits at our vault provided that you comply with the Check deposit preparation requirements stated in our **Cash Vault Service Description**. We have no obligation to accept foreign or mutilated coins or currency. If we detect any counterfeit or unlawfully altered coins or currency in your deposit, we may forward them to the U.S. Secret Service and charge your Account accordingly.

Preparation of Deposits. All deposits must be prepared in accordance with our **Cash Vault Service Description**. We may refuse to accept, or we may assess special Service Fees for handling, any non-conforming deposit. We also may refuse your deposit if the integrity of a deposit bag appears to have been compromised, or if the seal of a deposit bag does not effectively deter access to the contents of the bag.

Crediting Your Account. If your deposit has been accepted by us, we may provisionally credit your Account in the amount designated on the deposit slip that you provide with your deposit. Any provisional credit to your Account will be subject to adjustment for any difference, counterfeit currency, or other irregularity detected during our verification of your deposit. We will verify the deposit by opening the deposit bag(s) and counting the coins, currency, and Checks contained in the deposit bag. Verification of your deposit will not be made until after your deposit has been accepted. The amount of any credit to your Account will not be final until we have completed verification of your deposit, and we may adjust the amount of your deposit as provisionally credited based on our verification. Until we have verified the contents of the deposit bag and entered a final credit to your Account, our relationship with you with respect to the contents of the deposit bag will be that of bailor and bailee. We will not be responsible for any property included in a deposit bag other than coins, currency, and Checks or other draft Items.

Issuance of Receipt. If you request a receipt at the time of delivery of your deposit to us, the armored carrier delivering your deposit will provide a receipt indicating an amount equal to the amount you stated on your deposit slip included with your deposit. However, the amount on any such deposit receipt will be subject to verification and adjustment by us as described in these terms and conditions.

Cash Orders. We will fill your orders for coins and currency ***only*** with U.S. coins and currency.

Procedures for Cash Orders. Your authorized Service Representative must place an order for cash in accordance with the order schedule prescribed in our **Cash Vault Service Description**. Your authorized Service Representative will be responsible for placing your order correctly.

Payment Order. We will debit your Account for cash ordered by your authorized Service Representative according to our records on the same Banking Day when your order shall have been shipped.

Verification of Shipment. You will be responsible for verifying each cash shipment that you receive from us in accordance with our **Cash Vault Service Description**. We will not honor a claim you make with respect to a shipment of coins or currency unless it is made in accordance with the terms of our **Cash Vault Service Description** including, but not limited to: (a) you must notify us by telephone within twenty-four (24) hours of your receipt of the cash shipment of any discrepancy between the amount of your order and the amount of the shipment, and you must deliver your written claim for such discrepancy to us within five (5) Banking Days after the shipment was delivered to you; (b) your claim has been verified in a manner acceptable to us; and (c) you must have not concealed or misrepresented any material fact or circumstance concerning the shipment. If you discover a discrepancy in a shipment prior to opening the shipment bag, then you must return the shipment bag to us immediately without opening it. If you discover a discrepancy only after the shipment bag has been opened, then you must report the discrepancy to us as prescribed in the paragraph on **Discrepancies and Notices of Dispute** below. You must retain until further instruction from us any bag, seal, tag, or strap of any shipment of a questionable nature or in which a difference was found. We will have a reasonable amount of time in which to investigate any discrepancy that you report to us, and we will promptly communicate our findings to you.

Transporting Cash. You must use an armored courier company to deliver cash to, or receive cash from, us using this Service (unless we excuse this requirement in our sole discretion). You must contract directly with

the courier for cash transportation service and notify us immediately in writing of any change in the armored courier. We must approve any armored courier that you select. Your armored courier acts as your agent and must comply with our **Cash Vault Service Description** and maintain adequate insurance to cover its potential liabilities in connection with your use of this Service.

If under special circumstances we were to not require that you use an armored courier but permit you to receive cash in person at our vault, then: (i) our responsibility for fulfillment of your cash order will be complete when we have followed our standard procedures for identification of your authorized Service Representative at our vault, and have delivered the requested cash to an individual whom we reasonably believe to be your authorized Service Representative; (ii) you will be solely responsible for the safety and security of your Service Representative and the cash so delivered, and (iii) you hold us harmless and will reimburse us for any loss, damage, or expense that we may incur, including any loss of property and personal injury or death to third parties, in connection with our delivering your cash order to an individual rather than through your use of an armored courier company approved by us.

We may refuse, at any time and with or without cause, to permit any Service Representative or courier to enter our premises. If we refuse entry to a Service Representative or courier, then we will use reasonable efforts to promptly so notify you.

Discrepancies and Notices of Dispute. If a discrepancy were to occur between the amount of a deposit as reflected in our official count after your deposit has been verified by us and the amount shown on any deposit slip you prepared or any receipt we provided to you at the time of your deposit, then a supervisor or similar Bank representative will verify our official count. Our determination and records as to the receipt of any deposit bag and the contents thereof will be conclusive and binding on you, and we may adjust any provisional credit made to your Account to be consistent with our official count. We will notify you of any adjustment made because of a discrepancy. You must notify us by telephone within twenty-four (24) hours of your receipt of the cash shipment of any discrepancy between the amount of your order and the amount of the shipment, or of any dispute as to any adjustment that we made to your deposit, and you must deliver your written claim for such discrepancy to us within five (5) Banking Days after the shipment was delivered to you.

Cooperation in Investigations. You will cooperate fully, and must cause your Service Representative(s), employees, agents, officers, contractors, and subcontractors to cooperate fully, with us in any investigation of any loss, discrepancy, or dispute relating to the performance and delivery of this Service. If you fail to comply with this obligation of cooperation, then that failure will constitute your release of the Bank from any liabilities, claims, or expenses incurred by anyone in connection with any loss, discrepancy, or dispute relating to our performance and delivery of **UMB Cash Vault Services**.

Risk of Loss. You will bear the risk of loss for your deposit of coins and currency until we accept your deposit at our vault. For any cash shipment to you, you will bear the risk of loss of such shipment upon your armored courier or your Service Representative taking possession of the shipment at our shipment dock.

Check Image Service

If you so request, we will provide images of your paid Checks on CD-ROM for your reference and archival needs. Images of paid Checks also may be viewed *via* image file transmission using our commercial online banking portal, **UMB Direct™**, or on CD-ROM. If an image of a Check were missing or illegible, then we will provide you with a copy upon your request. Your request must include the Account number, the Check number, the exact Dollar amount of the payment, and the date the payment was made. We may charge a Service Fee for copies that we provide to you. We will have no liability for any failure to provide such copies to you by a specific time or failure to provide copies that we are not reasonably able to provide.

For additional information concerning Check Image Service and to request that we establish Check Image Service on your Account, please communicate with your UMB Treasury Management Services Representative.

Controlled Disbursement Service

The Service. Our **Controlled Disbursement Service** provides you with Check clearing information early each Banking Day and assists you in determining your daily cash position and managing available funds in your Account(s) to make your payments. This Service enables you to plan your daily cash requirements, identify excess balances, or pay down loans to reduce interest cost. **Controlled Disbursement Service** may be used to reduce your risk of funding errors, overdrafts, and use of lines of credit. However, this Service is not intended as a method to extend disbursement or Check clearing 'float'. You can establish **Controlled Disbursement Service** for your Account(s) that you specify on your **Controlled Disbursement and ZBA Service Request**.

If you enroll in this Service, then on the morning of each Banking Day when Checks are presented to us for payment from your Account(s) that you have designated on your Service Request to serve as "***Controlled Disbursement Account(s)"***, the Service's current day controlled disbursement reporting will notify you *via* our online cash management Service, **UMB Direct Banking Service**, of the approximate aggregate amount of the Checks presented. Our current day reporting provides you with early information concerning expected clearing of your Checks as a result of their limited presentment to us by the applicable Federal Reserve Bank. During the Banking Day, you may use **UMB Direct Banking Service** to review the amount of Checks presented on your Controlled Disbursement Account(s) that day. Presentment information that we make available to you during a Banking Day is subject to change until after the close of the Bank's business that day.

Funding. You designate on your Service Request an Account that will serve as your "***Funding Account***" and the Account(s) that will be your Controlled Disbursement Account(s). You must maintain sufficient collected funds in your Funding Account to fund the total amount of Checks that are presented on each Banking Day for payment from your Controlled Disbursement Account(s). You authorize us in your Service Request to transfer funds from your Funding Account to your Controlled Disbursement Account(s) in the amount of the actual or estimated total of the Items presented for payment on that Banking Day. If you do not have sufficient collected funds in your Funding Account to cover Items presented, and you do not cover the insufficiency by the end of that Banking Day, then we may dishonor some or all of the presented Items and return them for insufficient funds. If there are insufficient funds in your Funding Account to cover your Checks presented to us for payment that Banking Day, then we may advance funds (in our sole discretion and without any obligation to do so) and pay all or some of the Checks presented for payment from your Controlled Disbursement Account(s) and create an overdraft in your Funding Account in the amount of funds advanced.

Special Circumstances. If for any reason we fail or delay in making information available to you concerning the required funding amount for the Items presented to us for payment from your Controlled Disbursement Account(s), then you will continue to be responsible for having sufficient funds in the Funding Account to cover the Items presented to us for payment from your Controlled Disbursement Account(s) that Banking Day.

Electronic Data Interchange (EDI) Service

The Service. Our **Electronic Data Interchange** ("***EDI***") **Service** enables you to receive and send electronic payment and remittance information in a convenient manner that corresponds to certain industry-specific electronic file formats, and to convert remittance information into a file format that allows you or your third-party transactor (your "***Trading Partner***") to integrate the information more effectively into applicable data processing operations. For "Incoming EDI" (a/k/a "*EDI Origination*") transactions, your Trading Partner sends an ACH Entry to us, which Entry includes a payment and an Addenda Record with detailed accounting data. We credit your Account for the payment and process the Addenda Record into the file format specified in your **Electronic Data Interchange Service Request**. For your "Outgoing EDI" (a/k/a an "*EDI Payment Receipt*") transactions, you provide us with payment Instructions through our **ACH Processing Service** and also with an Addenda Record to convert into a specified file format so that you can provide the information to your Trading Partner. This Service enables you to access payment-related and remittance-related information in mutually acceptable formats received from your Trading Partners and, if available, to match specified receivables and payables against payments. In order that we may process your Outgoing EDI transactions, you must have enrolled in our **ACH Processing Service**.

Controls and Security Procedures. If you elect to use our **EDI Service** then you will be solely responsible for all security controls within your place(s) of business and within your management information systems in connection with transmission or receipt of data. You also will besolely responsible for any access to that data that you provide to your Trading Partner or to any other person through use of Identification Codes that we provide to access your EDI data *via* **UMB Direct Banking Service**. You acknowledge and confirm that the electronic file and report distribution methods specified in your **Electronic Data Interchange Service Request** and **EDI Service Description** and any Supplemental Documentation meet your requirements to protect the security and confidentiality of your payment and remittance information.

Responsibility for EDI Data. We shall have no liability for EDI data that we receive from you, any third party that you use to process your data, or any Trading Partner. We will reformat the "Incoming EDI" (EDI Origination) transaction data and Addenda Record information that we receive in accordance with the file format specifications in your **Electronic Data Interchange Service Request**, and we will deliver the reformatted data to you as prescribed in your Service Request. You control the content of any payment-related information you send to us, and you are solely responsible for the accuracy of that information. You also are solely responsible for storage of all data relating to that information, and for any access to that data that you provide to your Trading Partner or to any other person.

Sending Payments and Related Information. When you want to initiate an "Outgoing EDI" payment (EDI Payment Receipt) transaction to your Trading Partner, you must transmit an EDI data file to us containing your Instructions for payment. Your Instructions must be in the format specified in your **Electronic Data Interchange Service Request** or our **EDI Service Description** or Supplemental Documentation and be received by us no later than the output deadline. When we receive an electronic file from you in connection with this Service, we will perform certain edits on the data, translate the data into the appropriate format or medium, and send the data to the payment system that you specify. We will undertake commercially reasonable efforts to issue your payments in the required format on the specified dates. However, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select. Any transfer of funds to or from your Account(s) is governed by other provisions of this Master Agreement, such as our **Automated Clearing House Processing Service** terms and conditions or our **Wire Transfer of Funds Services** terms and conditions, and by Applicable Law.

Image Cash Letter Service

The Service. With the enactment of Check 21, check processing has become less costly and more efficient. **UMB's Image Cash Letter Service** enables you to image your paper Items for deposit and transmit them to us electronically for clearing. In order to use our **Image Cash Letter Service**, you must complete and deliver to us your duly executed **Image Cash Letter Service Request** designating your Account(s) that will be included in this Service and other information that we require in order that we may set up your Service. Upon your enrolling in this Service, you (or your agent third-party processor) can record paper Check and check related payment information as images during your Item image processing. You send us an electronic image file of your Checks for credit to your Designated Account. Through our imaging process, we electronically sort your file and clear Items transmitted *per* our funds availability schedule. Items drawn on financial institutions that accept Check images for processing are cleared *via* an electronic image payments exchange, and Items drawn on financial institutions that do not accept Check images for processing will be collected as Substitute Checks.

In providing this Service to you, we process on your behalf for deposit into your Designated Account(s) an electronic image that you create from paper Checks that you receive if the image qualifies as a Substitute Check. You are responsible for producing and transmitting a fully legible and clear image of the paper Item sufficient to process it as an image or to reproduce it as a Substitute Check. You must transmit the Item images to us electronically using hardware and software that you obtain from a qualified third-party vendor. You also authenticate your transmissions by using the secure communication method as you and we shall agree from time to time. You agree that the communication method that you select (which must include encryption) is a commercially reasonable method of authenticating your transmission, and that you will be bound by any transmission that we receive using the transmission method that you select. We will either forward the electronic image on your behalf to the appropriate Federal Reserve Bank or to another entity for collection, or

we will print a paper Substitute Check or image replacement document from the image that you have transmitted to us for collection from the issuing financial institution.

Scanning Equipment. In order to undertake Image Cash Letter Service, you must use Scanning Equipment that will produce an image of an Item that meets Check 21 requirements and those of our Check processing equipment and systems. Prior to commencement of the Service, you must cooperate with us to test the image files produced by your Scanning Equipment and your communications facilities in order that the electronic images that we receive from you are of sufficient quality for processing. We retain the right to approve or disapprove any Scanning Equipment and communications facilities to be used with our providing this Service.

Scanning Equipment and communications facilities you use to scan paper Checks and to create and transmit to us electronic images of those Checks are furnished to you by independent vendors, and not by us. You must rely exclusively on any warranties provided by such third-party vendors, and not on us or on any statement we may make or service we may perform, in connection with the proper operation and performance of the Scanning Equipment. You must properly maintain the Scanning Equipment and your other hardware, software, and communication facilities to ensure that the Scanning Equipment continues to perform satisfactorily. You are solely responsible for your contingency planning, data storage, and back-up procedures to ensure that you preserve an adequate record of information that you enter and transmit using the Scanning Equipment.

We make no representation or warranty concerning completeness, accuracy, operation, or performance of the Scanning Equipment or communication facilities you use to receive this Service. You confirm that we shall have no liability whatsoever in respect of any deficiency in or malfunction of any Scanning Equipment or related software, equipment, or communications facilities. Your sole recourse will be as provided in the warranties, if any, provided to you by the vendor(s) of your Scanning Equipment.

WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY SCANNING EQUIPMENT, COMMUNICATIONS FACILITIES, OR THIS SERVICE, AND WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES IN RESPECT THEREOF INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT BY THE SCANNING EQUIPMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Communications. You are responsible for communication costs for transmission of images and data sent during your use of this Service. You also are responsible for taking appropriate measures to minimize service interruptions caused by the transmission method and communications service provider that you select.

Operating Procedures. You must follow the **Image Cash Letter Service Description** that we provide from time to time including, without limitation, any required input formats, file transmission protocols, and delivery deadlines. The **Image Cash Letter Service Description** establishes a cut-off time that applies to your transmission and our receipt of electronic images for our processing under this Service, which cut-off time may be later than the cut-off time that applies to our receipt of Checks at our branch offices or other banking facilities. Any electronic image that we receive through this Service after the applicable daily cut-off time may be processed by us on the next Banking Day, which will affect the settlement date and availability of funds for that deposit to your Account. All electronic images of Items received by us by **Image Cash Letter Service** for deposit to your Account are received and credited by us provisionally and are subject to final collection. Any returned or rejected Items (including original Checks, electronic images, image replacement documents or Substitute Checks) may be charged as returns to your Account(s). Our funds availability policy disclosure that we provide to you describes the availability of funds from Items deposited and credited to your Account. We may change our **Image Cash Letter Service** format or operating procedures upon not less than thirty (30) days prior written notice to you. If you continue to this Service thereafter, then you will have agreed to the changes.

Your Responsibility. When you transmit an electronic image to us for processing using your Scanning Equipment, you will be the warrantor of all warranties under the Check 21 Act including, without limitation, that: (1) all information and data submitted to us showing the front and back of the Check accurately represents the information on the front and back of the original Check as of the time the original Check was received by you, and none of that information was altered or modified, except for the addition of any endorsement on your behalf that is necessary in order to properly collect the Check; (2) you will permanently remove the original Check from the forward collection process; (3) you will destroy all original Checks that correspond to the

images transmitted to us for processing after waiting a commercially reasonable period of time to ensure that the image has been successfully received and processed; and (4) you will not, after an electronic image has been successfully transmitted to us, submit the original or another image of the Check to us for processing; *provided, however,* that you and we will not be prevented from resubmitting a Check or electronic image for collection in the event the Item was returned uncollected. These express representations and warranties are in addition to those that you make under the UCC and under our Deposit Account Agreement with respect to any Item that you submit to us for deposit and collection on your behalf.

If a claim were made against us by a third party (including, but not limited to, the maker, any endorser, or any other collecting bank on any Check, Substitute Check, or image replacement document or other Item in connection with your use of this Service) that involved your breach of these representations and warranties, then you hereby indemnify and hold us and any such third party harmless against such claim including, without limitation, attorneys' fees and other costs incurred in connection with the claim.

Integrated Payables Service

The Service. UMB **Integrated Payables Service** leverages the capabilities of the ***Paymode-X®*** online platform of UMB's vendor, **Bottomline Technologies (de), Inc.** ("***Bottomline***"), with *Visa* Payables Solutions to provide a full-service solution that helps businesses achieve vendor payment automation. With **Integrated Payables Service** your company can make payments by 'Virtual' Card, ACH, wire transfer of funds, and Check using a single streamlined process that works with your accounting system. **Integrated Payables Service** can be engaged as an independent Service or as an add-on Service to your **ACH Processing Service** and your **Wire Transfer of Funds Service** described in the Master Agreement. Your Service Request specifies the types of electronic files of payment Instructions that you will send to the Bank through this Service. You may elect to use 'Virtual Card' payment, ACH, Wire Transfer or any of these payment methods, and to which you may add payment by Check service.

If you select "Card" as a payment type in your Service Request, then the **Integrated Payables Service Virtual Card Agreement** (the "***Card Agreement***") also applies to your 'Virtual Card' payment Instructions. Payments that you make by Check from your Account through **Integrated Payables Service** are governed by the terms and provisions of the applicable **Positive Pay Service** of this Master Agreement and by our Deposit Account Agreement as well as the terms and provisions of the "**Check Print Service**" section below.

We provide you with Supplemental Documentation to assist you in using **Integrated Payables Service** including a **UMB Welcome Package**, the ***Paymode-X®* User Guide** (described below), and an **Implementation Specification and Test Data Guidelines for ACH, Check, and Card** (as such Supplemental Documentation may be amended). We make **Integrated Payables Service** available to our approved commercial clients for an additional Service Fee. Service Fees payable to us in connection with your Accounts and your other Treasury Management Services are described in the applicable **Schedule of Service Fees and Charges**. This Service also offers an **Integrated Payables Revenue Sharing Schedule** (the "***Revenue Sharing Schedule***") providing rebates of your 'Virtual Card' interchange and premium ACH transaction fees (as applicable) based on your annual qualifying net payment volumes.

To provide and implement **Integrated Payables Service**, we have engaged the services of our vendor, **Bottomline**. For you to use **Integrated Payables Service**, you must *first* also agree to the terms and conditions of **Bottomline's Operating Rules** which are available to you at:

https://secure.paymode.com/policies/operatingrules.htm,
and **Bottomline's Privacy Policy** available at:
https://secure.paymode.com/policies/privacypolicy.htm.

How Does Integrated Payables Service Work?

Integrated Payables Service provides you with the ability to streamline and automate your payments processing by your transmitting to us a single electronic file of your payment instructions for multiple types of payment. The payment Services we offer through **Integrated Payables Service** are ACH, Wire Transfer of Funds, Check Print, and *Visa* Payables (as defined and described in the Card Agreement). When **Integrated**

Payables Service is used to access our other Services or payment facilities, the terms, conditions, and agreements governing such other Services and payment facilities remain in effect except as they may be expressly modified or amended by these **Integrated Payables Service** terms and provisions and/or by amendments or modifications to the Card Agreement.

Your Service Representative(s) will transmit your electronic file of **Integrated Payables Service** Instructions to us by Electronic Communication through a secure file transfer protocol in computer readable format in compliance with formatting and other requirements that we specify (your "***Payment File Instructions***"). Thereafter, we will forward your Payment File Instructions to **Bottomline** for processing. You will access the **Integrated Payables Service** and provide your Payment File Instructions through the Bank's secure file transfer (SFT) site or a direct computer connection (SFTP) to the Bank's system. If these Payment File Instructions transfer modes were unavailable, then you would have the ability to upload Payment File Instructions directly to **Bottomline**'s ***Paymode-X***® online portal**.** You must follow the Operating Procedures described in the ***Paymode-X***® **User Guide** that we provide to you including, without limitation, input formats, delivery deadlines, and confirmation requirements. Payment File Instructions that we receive after established delivery deadlines will be deemed to have been received by us on the next Banking Day.

We will process your Payment File Instructions that we receive from you through the **Integrated Payables Service**. We will not be not liable for honoring or acting upon any Payment File Instructions that we receive, including if such Payment File Instructions are inaccurate or missing information. You indemnify and hold us harmless for any claim or loss resulting from our honoring or acting upon any Payment File Instructions that we receive, including if such Payment File Instructions are inaccurate or missing information.

Except as otherwise provided in our agreements with you, if we accept Payment File Instructions, we will: (a) use Commercially Reasonable efforts to comply with and implement your Payment File Instructions to process each payment Instruction that conforms to the formatting and other requirements that we specify; (b) validate the electronic file format of the Payment File Instructions received and provide confirmation to you acknowledging its success or failure; and (c) provide confirmation to you of your Payment File Instructions having been successfully processed as applicable to each method of payment specified.

Security Procedures for **Integrated Payables Service** are described in **Bottomline**'s ***Paymode-X***® **User Guide**. Payment File Instructions that you provide will be subject to the Security Procedures that you specify in your **Integrated Payables Service Request** and that are described in this document for the payment service that you use. Each time you transmit Payment File Instructions to us, you represent and warrant to us that the applicable Security Procedures are a satisfactory and Commercially Reasonable method of verifying the authenticity of your Payment File Instructions. You confirm that the purpose of any Security Procedure is to verify the authenticity of your Payment File Instructions communicated to us, and not to detect errors in the transmission or content of Payment File Instructions. You are responsible for taking adequate precautions to detect and prevent errors in the content and transmission of your Payment File Instructions. You cannot amend Payment File Instructions after transmitting them to us for **Integrated Payables Service**.

We will use Commercially Reasonable efforts to inform you if we were to reject Payment File Instructions that we receive. We will have no liability to you for rejecting Payment File Instructions that fail to meet our formatting requirements and processing guidelines.

Your use of **Integrated Payables Service** is subject to and governed by the terms and provisions of this Master Agreement as amended and supplemented from time to time, together with your **Commercial Deposit Account Signature Card** for your Account, the Bank's Deposit Account Agreement with you, any applicable Supplemental Documentation and Service Request(s), and all applicable laws, rules, and regulations governing the applicable payment method, as well as the terms and provisions of the Integrated Payables Service Commercial Card Agreement and the Card Agreement, if applicable.

The Check Print Service

Check Print Service enables you to outsource your Check payments to the Bank for printing and mailing. The Payment File Instructions that you send to us through **Integrated Payables Service** may contain Instructions to us to make payments by Check to your payees. Your Authorized Signer's facsimile signature will be applied by our third-party agent Check printer to each of your Checks processed through **Check Print**

Service. You must have enrolled in our **Positive Pay Service** to be eligible to enroll in **Check Print Service**. Please refer to the "**Positive Pay Services**" section of the Master Agreement and to the Deposit Account Agreement for Check processing terms and provisions.

Your Payment File Instructions that instruct us to make a payment by Check to your payee will include Instructions for processing and mailing such Check. If we accept your Payment File Instructions to make payment by Check, then we will print, process, and mail the Check according to your Instructions. Our Check printing vendor will create a checks issue file and send this issue file to us from Checks that are printed and processed in accordance with your Payment File Instructions.

We may establish timeframes within which you must transmit Payment File Instructions to us to make payment by Check. See our **Implementation Specification and Test Data Guidelines with ACH, Check and Card**. We will process Payment File Instructions that we receive for Check payments and that contain a future effective date for the Checks if the Payment File Instructions were received by us within the permitted timeframe, and those Checks will be printed with the effective date that you specify. Payment File Instructions that contain a past effective date for the Checks will be processed if the Payment File Instructions were received by us within the permitted timeframe, but those Checks will be printed with the then current date and not the past effective date specified in the Payment File Instructions. Your Payment File Instructions to make payment by Check that are received by us outside of the permitted timeframe may be rejected and may not be processed.

Online Payment Solutions Service

The Service. **Online Payment Solutions Service** is available to UMB's Treasury Management Services clients that need to manage collections or donations from a large number of their customers or donors (each a "***Payor***"). Your Payors can make payments to you at the **Hosted Payments Website** that we or our third-party servicer provide, or you can accept payments directly at your website and transmit payment information to us through this Service. You can brand the **Hosted Payments Website** with your logo, and you can select from certain available color schemes and font choices. We collect payments and credit them to your Account in accordance with our Deposit Account Agreement and funds availability schedule. You will receive daily reports of payment activity on the **Hosted Payments Website** or within this Service. You can integrate the reports into your Payor management software and accounting systems.

The three (3) most requested UMB Online Payment Solutions Service options are:

1. ***Web Direct.*** *Web Direct* is a basic website Payment Solution that does not provide Payor log-in access or give your Payors access to their account information with you at your website. Your Payors access the **Hosted Payments Website** through a link from your website. You manage payment options through an administrative application that allows you to select the payment types that you will accept (see the "Payment Types" section below), set payment limits, and establish convenience fees that Payors may be charged for making payments. During our **Online Payment Solutions Service** enrollment process we provide you with information about required file formats so that information we receive from you and that we send to you will interface properly with our Service systems.

To use *Web Direct*, you must provide us with a Payor account master file that identifies the Payors who will be given access to the **Hosted Payments Website**. Your master file will provide us with information that will permit us to verify the identity of each Payor and its accounts with you the first time the Payor logs in to our **Hosted Payments Website**. Your master file also will include information regarding each Payor's account balance and the status of their respective account with you. We manage the Payor authentication process at the **Hosted Payments Website** based on billing statement information that you provide in your Payor account master file. Each Payor provides certain elements of that information to us the first time that he/she attempts to access the **Hosted Payments Website**. Once a Payor provides us with required information, the Payor must establish a UserID and Password that will permit the Payor continued access to the **Hosted Payments Website** to make payments and obtain information on the Payor's account with you. We send you daily activity and payment posting Files that you can use to update your accounts receivable system. You must send us changes to your Payor account master file on a daily basis to ensure that the **Hosted Payments Website** has accurate information on the balances and status of your Payors' accounts.

2. *Single Sign-On*. *Single Sign-On* Service is available to UMB billing clients whose own websites permit Payors to log in and obtain their personal account information. This Service operates similarly to *Web Direct* except that Payors are not required to maintain separate log-in credentials to access the **Hosted Payments Website**. With *Single Sign-On* you are responsible for identifying and verifying your Payors and for ensuring the security of your website. You are not required to provide us with a Payor account master file if your system user interface takes payment information from the **Hosted Payments Website** and integrates it into your accounting system. However, you also have the option to use a Payor account master file.

3. *Web Services*. Unlike *Web Direct* or *Single Sign-On* options, our *Web Services* option is available to UMB billing clients who want to collect payments directly on a website that they manage or that is managed by their third-party service provider. This **Online Payment Service** option allows you to have complete control over the user interface presented to Payors. When you accept payments directly at a website owned or controlled by you or your third-party service provider (and ***not*** at the **Hosted Payments Website**), you are completely responsible for the security of payment information accepted at that site or maintained on your computer systems. You must code your web pages in accordance with the API specifications that we provide to you, and you must test your interface to ensure that Payor enrollment, funding source, and payment information communicated to the **Hosted Payments Website** will be properly transmitted to us.

Additional UMB Online Payment Solutions Service options include:

Web Lite*.** *Web Lite* Service option is designed to accept payments from Payors who will not be required to have or create a User ID and Password in order to make a payment at the **Hosted Payments Website**. This Service option may be suitable, for example, for your acceptance of one-time charitable donations or other one-time payments. This Service option requests the Payor to provide their name, address, e-mail address, and telephone number ("Identity Information***") before delivering their payment. Certain of those fields may be optional. We convey the Payor's Identity Information that we receive to you for your use. Although we may attempt to verify the Card number provided by the Payor against the address information provided, we do not otherwise attempt to verify Identity Information. The *Web Lite* page may be branded with your logo. When a payment is made at the **Hosted Payments Website**, a payment confirmation is sent to the e-mail address provided by the Payor. You may customize the content of the confirmation to provide a charitable deduction receipt. The terms and conditions that you display to Payors before payments may be accepted must include the Payor's authorization to provide the Payor's Identity Information to you and you must provide a link to your privacy policy.

***IVR Payment*.** If you accept Payor payments through an integrated voice response (IVR) facility, we offer a Service option that enables you to transmit payment information that you receive through your IVR to us for processing to your Account(s).

Agent Payment*.** *Agent Payment* is a payment Instruction that is entered by one of your Service Representatives into the **Online Payment Solutions Service** on behalf of a Payor; for example, when your customer requests directly to one of your customer service representatives over the telephone to make a payment on the customer's account with you. The *Agent Payment* Service option is designed for inbound customer calls only and is ***not to be used for outbound telemarketing solicitations. You must identify each Service Representative who will be authorized to engage the *Agent Payment* Service option on your **Online Payment Solutions Service Request** or your Security Administrator must otherwise have authorized in writing to us the Service Representative who could process *Agent Payments* for you.

Recurring Payment*.** Your customers may elect to enter payments either as single payments or as recurring payments (for example, on a monthly basis). When a Payor authorizes a recurring payment from the Payor's account using *Recurring Payment* Service option, an e-mail notification is sent to the e-mail address provided by the Payor in the Service three (3) calendar days before the recurring payment is initiated and debited to the Payor's account. The *Recurring Payment* Service option is ***not available through *Web Lite* or *Agent Payments*.

***Statement Presentation*.** You can arrange to have an electronic version of your customers' account statements available to your customers using the *Statement Presentation* Service option if you use the *Web Direct, Single Sign-On* or *Web Services* options of **Online Payment Solutions Service** described above. We

will store up to three (3) statements that can be available to view and print. An "alert" message will be sent to the e-mail address provided by the Payor in the Service when the statement is available.

***Convenience Fees*.** Depending on applicable Merchant Card rules and Applicable Law, you may be permitted to charge your Payor a "convenience fee" for their delivering their payment to you using an **Online Payment Solutions Service**. *Convenience Fee* Service enables you to configure your fee(s) in fixed or variable amount, and to settle fees collected through the Service to an Account other than your primary settlement Account.

Payment Types. You may elect in your **Online Payment Solutions Service Request** to receive payments by Card (credit or debit) or ACH debit at or through the **Hosted Payments Website** as follows:

Debit Card and Credit Card; Merchant Agreement; PCI DSS Compliance. To receive Payor payments through this Service by Card, you must enter into a separate merchant application and agreement with our third-party Merchant Card Processor, **Elavon, Inc.**, as it may require. If you select our *Web Services* **Online Payment Service** option in which you accept payments directly at your website, you must ensure that the receipt and storage of payment information that is entered at your website complies with any restrictions of the applicable Card association rules. In general, Card association rules require that, if you accept, store, or transmit Card information on your website, you must comply with the PCI DSS standards of the Card association that are applicable to you. This may require you use an independent consultant to review your data security, storage, and retention capacities and policies before you launch the Service. You also must comply with applicable data security requirements of the Card association as long as your computer systems retain or store Card data. **Elavon, Inc.** will assist you in reviewing these requirements.

***ACH Origination*.** You also may permit Payors to deliver payment to you by authorizing us to debit the Payor's bank account electronically. Payments received through this Service that are authorized in this manner will be processed through an ACH debit to the account number provided by the Payor. In order to use this method of collecting payments, you must be enrolled in our **Automated Clearing House Processing Service**, and ACH payments that we collect on your behalf will be subject to our **Automated Clearing House Processing Services** terms and conditions (described above) and this Master Agreement.

Your Responsibilities, Representations and Warranties. In order to obtain an **Online Payment Solutions Service** you must specify in your **Online Payment Solutions Service Request** your Account(s) into which we will deposit payments to be received through the Service. You must have the necessary hardware and software to properly interface with the Service option you select, and you must follow all guidelines for that Service option that we provide to you in our **Online Payment Solutions Service User Guide**. If you select the *Web Services* option, that will include our API specifications. You must ***not*** use an **Online Payment Service** in order for you to provide online payment services/solutions to any third party other than your affiliate(s).

***You represent and warrant to us that*:**

(a) if you use our *Web Direct* Service, the information that you provide to us to authenticate your Payors will be sufficient to properly identity them, and the procedures that the Service uses to identify your Payors are commercially reasonable;

(b) if you use *Single Sign-On* Service or *Web Services*, your website properly authenticates Payors before permitting them to initiate payments through the Service;

(c) you use commercially reasonable procedures to store, transmit, and dispose of information pertaining to your Payors' accounts;

(d) if you use *Web Services*, you are in compliance with the applicable PCI DSS standards at the time the Service is activated, as long as you use the Service, and as long as your systems maintain Card or payment information processed using the Service;

(e) if you use the *Web Lite* Service option, you must have received the Payor's consent to forward the Payor's Identity Information to you and have provided the Payor with a copy of your privacy policy, and your use of Identity Information complies with your privacy policy and Applicable Law;

(f) you will ***not*** use the *Agent Payment* Service option to process payments received from outbound telemarketing calls;

(g) all information that you provide to us regarding your Payors' accounts, whether through the Payor Accounts Master File or otherwise, is true, accurate, and correct;

(h) each payment entered through the Service, whether by Card, ACH debit, or through your customer service representative, has been properly authorized by an owner of the account to be charged, and you are entitled to receive the proceeds of the payment; and

(i) any "convenience fee" that you charge for accepting a payment that is processed through this Service is permissible under Applicable Law. If you use this Service to collect payments by ACH debit, then you also make the additional representations and warranties that are contained in the **Automated Clearing House Processing Services** section of this Master Agreement.

Security Procedures. We will receive information from you that we require in order for us to provide **Online Payment Solutions Service** to you and to transmit electronic files after your Service Representatives have accessed our system through one of the following methods. *First*, you can transmit electronic files to us and download files from this Service directly from your file server *via* **Secure File Transfer**, which may include PGP encryption. *Second*, you can transmit electronic files to the Service and receive electronic files from us by using your browser to access **Secure File Transfer** on our online commercial banking service, **UMB Direct Banking Service**. Each of these methods requires you to provide the proper Identification Code prior to being permitted access to our system. In addition, **UMB Direct Banking Service** permits you to use token technology to provide a greater level of user authentication. We provide your Service Representative(s) with the token. This log-in method does not require you to purchase any additional hardware or software. By using one or more of the Security Procedures outlined in this paragraph to transmit electronic files to us or receive electronic files from us, you acknowledge and agree that these Security Procedures are Commercially Reasonable.

Your Security Administrator(s) and Service Representative(s). Any person(s) whom you designate as your Security Administrator(s) in your Service Request (or other document that you provide to us and that we accept) from time to time will be authorized by you to: (i) administer access to this Service by your Service Representative(s) by authorizing or deleting the authorization of any Service Representative within this Service, and setting, modifying, or deleting the access levels and authorization limits for any Service Representative; and (ii) establish or modify rules that govern your receipt of payments through this Service, the charges (if any) assessed by you to Payors for making payments through this Service, and other procedures for operation of the Service as more fully described in the **Online Payment Solutions Service User Guide** that we provide for this Service.

Rights to Use Marks, etc. You also represent and warrant to us that you have all rights and authority to use all trademarks, service marks, trade names, domain names, slogans, logos, designs, or other marks that you provide to us for use in connection with this Service or for inclusion in the **Hosted Payments Website**.

Our Intellectual Property Rights. Except for the rights expressly granted to you under these **Online Payment Solutions Service** terms and conditions and this Master Agreement, we or our third-party licensor(s) own all intellectual property rights and all other right, title, and interest in and to this Service including, without limitation, any software used to deliver this Service, and all systems, technology, processes, designs, structure, methods, and the like used by us or our third-party service provider(s) to provide this Service, as any of these exist now or may be developed by us or our licensor(s) (collectively, "***Bill Payment Products***"), except as may otherwise be agreed in writing by the parties. No right or license will be implied by estoppel or otherwise other than rights and licenses expressly granted in these **Online Payment Solutions Service** terms and conditions, and all rights not expressly granted to you herein are reserved by us and/or our third-party service provider(s).

Except as otherwise expressly provided in these terms and conditions, you must not, and must not permit any other third party to: (i) create any derivative work from, or otherwise develop any product or technology based on, any part of any Bill Payment Product (including any software used to deliver this Service) or other Confidential Information of the Bank (other than as shall be necessary and appropriate for your use of this Service), (ii) disassemble, decompile, reverse engineer, or otherwise attempt to obtain the source code or create a source code equivalent of any of any Bill Payment Product (including any software used to deliver this Service) or other Confidential Information of Bank, (iii) sublicense, lease, rent, loan or distribute, or otherwise transfer or grant access to any Bill Payment Product (including any software used to deliver this Service) or other Confidential Information of the Bank, (iv) use, copy, modify, distribute, transmit, or display any Bill Payment Product (including any software used to deliver this Service), (v) use any Bill Payment Product (including any software used to deliver this Service) to provide software application services, time-sharing, or

service bureau services to third parties other than to your Affiliate(s), or (vi) otherwise use or exploit our or our third-party licensor's intellectual property rights, whether owned or licensed, in a manner not expressly authorized by these provisions.

You must not contest, directly or indirectly, the validity or our or our third-party licensor's ownership of any intellectual property rights related to any Bill Payment Product or any software used to deliver this Service. You must not knowingly do anything that may adversely affect the validity or enforceability of any intellectual property right licensed to or owned by us including, without limitation, any act or assistance to any act that may infringe or lead to infringement of any such intellectual property right.

Our Intellectual Property Indemnification. We represent to you that this Service and any deliverables we provide to you and that are required for your use and enjoyment of this Service in the manner contemplated under these terms and conditions and as more fully described in the **Online Payment Solutions Service User Guide** do not and shall not infringe any Person's U.S. patents, copyrights, trademarks, trade names, service marks, or other intellectual property rights. Our representation does not extend to any system, technology, or process that you use to provide information to us in connection with our providing this Service including, but not limited to, your computer systems, programs, and telephone or voice response units, or any hardware or software not specifically provided by us. We indemnify you and hold you harmless for all damages and costs that you incur (including attorneys' fees and expenses) that result from a claim by a third party (excluding your Affiliate(s)) that the Services furnished and used as contemplated by these terms and conditions (but not your systems, technology, or processes) infringes a U.S. copyright or U.S. patent, provided that: (a) you notify us promptly in writing of the claim; (b) we or our third-party licensor(s) shall have sole control of the defense and all related settlement negotiations; and (c) you provide us and/or our third-party licensor(s) with assistance, information, and authority necessary to perform such defense and/or engage in such settlements.

We shall have no liability for any claim of infringement based on alterations or modifications of this Service (unless authorized in writing by us), or the combination, operation, or use of this Service with programs or data or hardware not furnished or authorized in writing by us, if such infringement would have been avoided by the use of the Service without such programs or data or hardware. If this Service were held to so infringe or your use of the Service were enjoined, we or our third-party licensor(s) shall have the right, at our/its option and expense, to (i) modify the Service to be non-infringing; (ii) obtain for you a license to continue using the Service; (iii) substitute the Service with other substantially similar software reasonably suitable to you; or (iv) if none of the foregoing remedies are commercially feasible, terminate the license for the infringing Service, refund to you the *pro rata* portion of any Service Fees actually paid by you for the Service assuming a three (3) year straight-line amortization for the actual period that you used the Service. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THIS SERVICE.

Viruses. We represent to you that, using a recent version of a reputable virus-checking software, we will check our **Online Payment Solutions Service**, the deliverables we provide in connection therewith, and our systems used to deliver our **Online Payment Solutions Service**, for any viruses, 'worms', or similar harmful computer code that is intended to harm or to provide unauthorized access to your system, and we will use commercially reasonable efforts to eliminate any such viruses, 'worms', or similar harmful computer code.

Your Indemnification. You indemnify us and hold us harmless against all claims and demands against us resulting from: (i) any claim by any Payor arising from use of an **Online Payment Solutions Service** *except* to the extent caused by our breach of our obligations or our gross negligence or willful misconduct; (ii) any information, Instructions, or data provided by you or any Payor to us; (iii) any claim by any of your third-party service providers (other than us) including, but not limited to, payment gateways, payment networks, banks, and Card processors, but excluding any claim of our failure to comply with the applicable rules of any Card network; (iv) any failure by you to comply with PCI-DSS standards applicable to you if you use the *Web Services* option; (v) the content or information prepared or distributed by you or any Payor in connection with any payment made or facilitated through this Service; (vi) your failure to comply with any guideline, directive, policy, practice, rule, or procedure made available to you through this Service or its Supplemental Documentation; (vii) any claim by any Person that any trade name, trademark, service mark, logo, or other mark provided by you for use in identifying this Service to your Payors or others, or any technology you use

(including any IVR system) to interface with our systems or to receive this Service, infringes any Person's trademark or other intellectual property right under Applicable Law; and (viii) any claim of, and liabilities or damages incurred by, any Person resulting from any violation by you or a Payor, or your or any Payor's owner, director, officer, employee, agent, or independent contractor of any Applicable Law, applicable payment system rule, or any of your contractual relationships.

Paper Debit Block Service

The Service. **Paper Debit Block Service** provides you with the ability to block all paper debit Items that may have posted to your Account. This Service permits you to view blocked Items after we have returned them to the bank of first deposit.

You may use your **Paper Debit Block Service Request** to provide Instructions to us to block ***all*** paper Items from debiting your Account(s). We shall be entitled to rely exclusively on the information provided in your **Paper Debit Block Service Request**. Notwithstanding any Instructions received by us in connection with this Service, we may charge your Account for adjustments, corrections, Service Fees, or other payments that you may have authorized us to charge to your Account in connection with your transactions or Services provided to you by the Bank or its Affiliates, or for any debit transactions that the Bank is required to accept under ACH Rules or other Applicable Law. We will make reasonable efforts to implement, discontinue, or change this Service for you on your Account as per your Instruction on the same Banking Day as requested by you, but we will not be liable for any failure to implement, discontinue, or change this Service on your Account by a particular date or time.

Remote Deposit and Mobile Deposit Services

Remote Deposit Service

The Service. In order to obtain our **Remote Deposit Service**, you must complete and deliver to us your duly executed **Remote Deposit Service Request** designating the Account(s) that you want included in this Service and other information that we require in order to set up your Service. You also must purchase the required Scanning System in order to implement and operate the Service with us. As you will instruct us in your Service Request, we will process on your behalf for deposit into your designated Account(s) an electronic image of a paper Check that you create using a Scanning System of any Check that you receive, if the image of the Check that you create were to qualify as a Substitute Check.

You will be responsible for electronically imaging and transmitting to us a fully legible clear image of each original paper Check sufficient to reproduce it as a Substitute Check or image replacement document. You must use a Scanning System that shall be acceptable to us in our sole discretion. We will forward the electronic image of each such original Check on your behalf to the appropriate Federal Reserve Bank or other entity for collection. In certain circumstances, we may print a paper Substitute Check or image replacement document from the image of the original Check that you have transmitted to us and process that document for collection. Our obligations under **Remote Deposit Service** relate exclusively to processing images of original paper Checks transmitted to us for collection in our ordinary course of performing banking services.

Scanning System. In order to engage our **Remote Deposit Service**, you must use a Scanning System that will properly interface with our **Remote Deposit Service** application and check processing equipment and systems. You must obtain your Scanning System from an independent third-party vendor. We have identified third-party vendors that can supply such Scanning System, software, and related services that meet our requirements. You must consult with us if you wish to use a different third-party vendor, and then provide us the opportunity to confirm that such other vendor's Scanning System will meet our requirements. We retain the right to disapprove any Scanning System if it does not provide us with a sufficiently high-quality image to qualify as a Substitute Check, or if the Scanning System does not interface properly with our **Remote Deposit Service** application. Your computer system must have up-to-date anti-virus programs and other software designed to protect your computing environment from viruses or other malicious attacks. The minimum software requirements to properly engage our **Remote Deposit Service** are specified in our **Remote Deposit Service Description** and **Remote Deposit Service User Guide**.

Prior to your engaging Remote Deposit Service, you also must ensure that the Scanning System otherwise meets your requirements. You must properly maintain the Scanning System and your other hardware, software, and communication facilities in order that the Scanning System shall perform properly. You are solely responsible for your contingency planning, data storage, and back-up procedures.

We make no representation or warranty concerning the completeness, accuracy, operation, or performance of the Scanning System, or any communication facilities that you will use to engage this Service. We shall have no liability with respect to any deficiency in, or malfunction of, any Scanning System equipment, or communications facilities, or other services provided by third-party vendors or service providers that you use to facilitate this Service. Your sole recourse will be as provided in the agreement(s), including warranties, if any, provided to you by the vendors of such equipment, software, or facilities. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SCANNING SYSTEM OR COMMUNICATION FACILITIES OR THE SERVICE, AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES IN RESPECT THEREOF INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT BY THE SCANNING SYSTEM OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. ***You and we shall rely exclusively on warranties provided by the third-party vendors with respect to the operation and performance of your Scanning System and its respective applications, and any communications and interface equipment.***

Requirements of this Service. As required by certain banking regulations, we retain the right to establish qualifications that our clients must meet and limitations that clients must observe in order to engage our **Remote Deposit Service**. These include a maximum daily remote deposit limit, the amount of which we set in our sole discretion. We will make a good faith effort to notify you in advance if we change your daily remote deposit limit; however, if you are in default under these terms and conditions, then no advance notice to you will be required of us. We may refuse to accept deposits from you through our **Remote Deposit Service** if you attempt to use this Service to deposit an amount in excess of your daily remote deposit limit on any Banking Day. We also have the right to refuse to provide the Service to you if you do not meet our qualifications and observe our limitations for this Service.

Cut-off Times; Image Archiving. We establish various cut-off times by which your Check images must be received in the Service in order to be processed as a deposit by us on that Banking Day. The cut-off times are specified in the Operating Procedures in the **Remote Deposit Service Description** and **Remote Deposit Service User Guide**. Images of Checks that you transmit to us using this Service will remain accessible through this Service for a period of twenty-four (24) months from the date that you transmit the image to us. However, images of original Checks that have been submitted to us through this Service more than twenty-four (24) months prior may otherwise be available on our system until the expiration of our normal records retention period and may be provided to you upon your request. The Service shall provide you with standard online reports to help you manage your Checks and client payments. Available reports are described in the **Remote Deposit Service Description** and **Remote Deposit Service User Guide**. Although our **Remote Deposit Service** is generally intended to be available for receipt of Check images twenty-four (24) hours a day, seven (7) days a week, the Service may not be available at certain times due to system maintenance or if an event beyond our control shall cause a Service interruption. We will attempt to minimize the effects of any such disruption in this Service to you.

Technical Support. In connection with our providing **Remote Deposit Service**, we will maintain a toll-free telephone number that you can call to receive initial assistance in diagnosing problems that may occur in the performance of the Scanning System or the transmission of electronic images of Checks to us. Any problem that cannot be diagnosed and resolved by us working with your technical support personnel within a reasonable period of time will be referred by us to the third-party vendor for resolution. You acknowledge that service interruptions in the banking, telecommunications, and computer industries may be caused by circumstances beyond the provider's control and may be difficult to assess. If your Scanning System shall fail to operate, then you must contact the third-party vendor that supplied your Scanning System to you or your communications services provider for assistance.

Your Responsibilities; Security Obligations. We will provide you with user Identification Codes that will permit each Servicer Representative that you identify on your Service Request to access this Service and to transmit Check images to us and access available reports. You are responsible for distributing your user

Identification Codes to your properly authorized Service Representatives and for all actions taken using any of your user Identification Codes. You must establish and implement internal procedures to safeguard all user Identification Codes and means of access to the Service, and immediately report to us any possible theft, loss, or misuse of your user Identification Codes. You are responsible for activity of any kind, including fraudulent activity or corruption of your system, generated through use of your assigned user Identification Codes that occurs before you shall have notified us of a possible security breach and for which we shall have had a reasonable amount of time to disable the affected user Identification Code.

The Check 21 Act. You must comply with Applicable Law in connection with your use of Remote Deposit Service including, without limitation, all rules and operating guidelines of the Electronic Check Clearing House Organization, the Check 21 Act, and Subpart D of Federal Reserve Board Regulation CC.

Your Warranties. When you submit an electronic image to us for processing using the Scanning System, you will be the warrantor of all warranties under the Check 21 Act including, without limitation, that:

(i) all information and data submitted to us showing the front and back of the original paper Check accurately represents the information on the front and back of the original paper Check as of the time the original Check was received by you, and none of that information was altered or modified, except for the addition of any endorsement on your behalf that will be necessary to properly collect the original Check;

(ii) you will permanently remove the original Check from the forward collection process, and will destroy all original Checks that correspond to images that have been forwarded to us for processing through the Service after waiting a commercially reasonable period of time for the Check image to have been successfully received by us and processed; and

(iii) after an electronic image of an original Check shall have been successfully transmitted to us, you must ***not*** submit the original or another image of the Check to us for processing (however, this will not prevent you or us from resubmitting an original Check or electronic image of the original Check to us for collection in the event that the Item was returned to us uncollected).

These express representations and warranties are in addition to representations and warranties that you make under the UCC and the Deposit Account Agreement with respect to any Item you submit to us for deposit and collection. If a claim were made against us by a third party including, but not limited to, the maker, any endorser, or any other collecting bank and that shall involve your breach of your representations and warranties, then you shall defend, indemnify, and hold us and any such third party harmless against such claim including, without limitation, attorneys' fees and expenses incurred in connection therewith.

Operating Procedures. You must follow the Operating Procedures in the **Remote Deposit Service Description** and **Remote Deposit Service User Guide** that we will provide to you from time to time in connection with this Service including, without limitation, input formats, delivery deadlines, and confirmation requirements. The Operating Procedures establish daily cut-off times that apply to the transmission to and receipt by us of electronic images of Checks for processing through the Service, which cut-off times may be later than the cut-off times that apply to our receipt of Checks at our branch offices or other banking facilities. An electronic image of a Check that we receive through this Service after the applicable cut-off time may be processed on the next Banking Day, which will affect the Item's settlement date and availability of funds. All electronic images of Checks that we receive for deposit to your Account through this Service will be credited by us provisionally to your Account and will be subject to final collection. Any returned or rejected Items (including original Checks, electronic images, image replacement documents, or Substitute Checks) may be charged as returns to your Account(s). Our funds availability policy disclosure in the Deposit Account Agreement states our policies relating to the funds availability of deposited Items. We may modify our **Remote Deposit Service Description** and **Remote Deposit Service User Guide** from time to time, and we will provide not less than thirty (30) days prior written notice thereof to you or updated information on such modification at the website that we use to provide this Service. If you continue to use this Service thereafter, you shall have agreed to the changed **Remote Deposit Service Description** and/or **Remote Deposit Service User Guide**.

Intellectual Property. You acknowledge and confirm that your access to the systems that we use to provide **Remote Deposit Service** will give you access to Intellectual Property of UMB or an Affiliate and/or its third-party vendors and suppliers. By using this Service you shall not acquire any title to or property right in any

Intellectual Property, or the Service, systems or software that we or our Affiliates or our third-party vendors use to provide the Service. You must not interfere with, infringe upon, misappropriate, or claim any rights in connection with any Intellectual Property.

Termination of Service. You may cancel this Service upon your thirty (30) days prior written notice to us. We may terminate the Service at any time (a) upon prior written notice to you, or (b) without prior notice to you if: (i) you were to breach any of these terms and conditions; (ii) any representation or warranty that you make with respect to any electronic image submitted to us for processing were false or breached; or (iii) you were to breach any of the provisions of this Master Agreement or of the Deposit Account Agreement.

Mobile Deposit Service

The Service. In order for you to obtain our **Mobile Deposit Service**, your **Mobile Deposit Service Request** must be completed and be executed by your Authorized Signer. Your duly executed Service Request will designate the Account(s) that you want included in this Service and other information that we require in order to set up your **Mobile Deposit Service**. Your Service Request also will identify those individuals whom you specify to act as your Service Representatives for this Service and who are authorized to provide Instructions to us on your behalf with respect to your **Mobile Deposit Service** and to view your Account statements and reports. As you will instruct us in your Service Request, we will process on your behalf for deposit into your designated Account an electronic image (that you create using your Mobile Device and this Service) of any Check that you will deliver to us through this Service if the image that you create qualifies as a Substitute Check.

You will be responsible for electronically imaging and transmitting to us a fully legible, clear image of each Check sufficient to reproduce it as a Substitute Check or image replacement document. You must use a Mobile Device that shall be acceptable to us in our sole discretion. We will forward the electronic image of each Check on your behalf to the appropriate Federal Reserve Bank or other entity for collection. In certain circumstances, we may print a paper Substitute Check or image replacement document from the electronic image that you have transmitted to us and process that document for collection. Our obligations under this Service relate exclusively to processing Check images transmitted to us for collection in our ordinary course of performing banking services. All electronic images that we shall receive for deposit through **Mobile Deposit Service** will be credited by us provisionally and shall be subject to final collection. Any returned or rejected original Checks, electronic Check images, image replacement documents, or Substitute Checks may be charged as returned items to your Account(s). Our funds availability policy disclosure in the Deposit Account Agreement states our policies relating to the funds availability of deposited Checks.

Mobile Device. In order to engage **Mobile Deposit Service**, you must use a Mobile Device that will properly interface with our Service application and check processing equipment and systems. You must obtain your Mobile Device from an independent third-party vendor. We have identified the makers of those Mobile Devices that meet our requirements. You must consult with us if you wish to use a maker's Mobile Device, and then provide us the opportunity to confirm that such maker's Mobile Device will meet our requirements. We retain the right to disapprove any Mobile Device if it does not provide us with a sufficiently high-quality image to qualify as a Substitute Check, or if the Mobile Device does not interface properly with our **Mobile Deposit Service** application. Your Mobile Device's wireless telephonic services provider must have up-to-date programs and software to protect your wireless data transmissions. The minimum requirements to properly engage this Service are specified in the **UMB Mobile Deposit Service User Guide**.

We make no representation or warranty concerning the completeness, accuracy, operation, or performance of your Mobile Device or the wireless provider that you will use to engage this Service. We shall have no liability with respect to any deficiency in, or malfunction of, the Mobile Device, or communications facilities or other services provided by third-party vendors or service providers that you use to facilitate this Service. Your sole recourse will be as provided in the agreement(s), including warranties, if any, provided to you by the vendors of such equipment or facilities. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE MOBILE DEVICE, OR COMMUNICATION FACILITIES, OR THE SERVICE, AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES IN RESPECT THEREOF INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT BY THE MOBILE DEVICE OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

You and we shall rely exclusively on warranties provided by the third-party vendors with respect to the operation and performance of your Mobile Device and its respective applications, and any communications, wireless access and interface equipment.

Requirements of Mobile Deposit Service. As required by certain banking regulations and by us, we retain the right to establish qualifications that our clients must meet and limitations that clients must observe in order to engage this Service. These qualifications include a maximum daily UMB Mobile Deposit limit, the amount of which we set in our sole discretion. We will make a good faith effort to notify you in advance if we change your daily UMB Mobile Deposit limit; however, if you are in default under this Agreement or the Deposit Account Agreement, then no advance notice to you will be required. We may refuse to accept further deposits from you through this Service if you attempt to use it to deposit an amount in excess of your daily UMB Mobile Deposit limit on any Banking Day. We also have the right to refuse to provide **Mobile Deposit Service** to you if you do not meet our qualifications and observe our limitations for this Service.

Cut-off Times; Image Archiving. We establish various cut-off times by which your Check images must be received in the Service in order to be processed as a deposit by us on that Banking Day. The cut-off times are specified in the **UMB Mobile Deposit Service User Guide**. An electronic image of a Check that we receive through the Service after the applicable cut-off time may be processed on the next Banking Day, which will affect the Check's settlement date and availability of funds. Images of Checks that you transmit to us using this Service will remain accessible through this Service for a period fourteen (14) calendar days from the date that you transmit the electronic image to us. However, copies of Checks that have been submitted to us through this Service more than fourteen (14) calendar days prior may otherwise be available on our system until the expiration of our normal records retention period and may be provided to you upon your request. Although the Service is generally intended to be available for receipt of Check images twenty-four (24) hours per day, seven (7) days per week, the Service may not be available at certain times due to system maintenance or if an event beyond our control shall cause a Service interruption. We will attempt to minimize the effects of any such disruption in this Service.

Technical Support. In connection with our providing **Mobile Deposit Service**, we will maintain a toll-free telephone number that you can call to receive initial assistance in diagnosing problems that may occur in operating the Service or the transmission of electronic images to us. Any problem that cannot be diagnosed and resolved by us working with you within a reasonable period of time will be referred by us to our third-party vendor for resolution. You acknowledge that service interruptions in the banking, telecommunications, and computer industries may be caused by circumstances beyond our or the provider's control and may be difficult to assess. If your Mobile Device shall fail to operate, you must contact the third-party vendor that supplied your Mobile Device, or your communications services provider for assistance.

Your Responsibilities; Security Obligations. We will provide you with Identification Codes that will permit each Service Representative that you identify on your Service Request to access this Service, transmit Check images to us, and access available Check deposit history. You are responsible for distributing the Identification Codes to your authorized Service Representatives, and for all actions taken using any of your Identification Codes. You must establish and implement internal procedures to safeguard all Identification Codes and means of access to the Service, and immediately report to us any possible theft, loss, or misuse of your Identification Codes. You are responsible for activity of any kind, including fraudulent activity or corruption of your system, generated through use of your assigned Identification Codes that occurs before you shall notify us of a possible security breach and we shall have had a reasonable amount of time to disable the affected Identification Code.

The Check 21 Act. You must comply with Applicable Law in connection with your use of our **Mobile Deposit Service** including, without limitation, all rules and operating guidelines of the Electronic Check Clearing House Organization, the Check 21 Act, and Subpart D of Federal Reserve Board Regulation CC.

Your Special Indorsement of Each Check.

In order for you to deposit any Check to your Account using our **Mobile Deposit Service**, you ***must include the following text*** with your indorsement of the original Check on the back of the original Check:

"For Mobile Deposit Only at UMB Bank, N. A."

This special indorsement of any original Check the electronic image of which you transmit to the Bank for deposit and credit to your Account *via* this Service *must be written or stamped* on the back of the original Check at the space designated for indorsement of the original Check. If you fail to include this special indorsement on any original Check the electronic image of which you transmit to the Bank for deposit and credit to your Account, then you may be responsible for any losses incurred by the Bank in connection with that original Check or the electronic image of that original Check that was transmitted to the Bank (for example, if the original Check whose electronic image you deposited using our Mobile Deposit Service were subsequently presented to the Bank for payment).

Your Warranties. When you submit an electronic image to us for processing using your Mobile Device, you will be the warrantor of all warranties under the Check 21 Act including, without limitation, that:

(i) all information and data submitted to us showing the front and back of the Check accurately represents the information on the front and back of the original Check as of the time the original Check was received by you, and none of that information was altered or modified, except for the addition of any endorsement on your behalf that shall be necessary to properly collect the Check;

(ii) you will permanently remove the original Check from the forward collection process, and will destroy all original Checks that correspond to images transmitted to us for processing through the Service after waiting a commercially reasonable period of time for the Check image to have been successfully received by us and processed; and

(iii) after an electronic image of an original Check shall have been successfully transmitted to us, you must ***not*** submit the original or another image of the Check to us for processing (however, this will not prevent you or us from resubmitting a Check or electronic image for collection in the event the Check was returned to us as uncollected).

These express representations and warranties are in addition to representations and warranties that you make under the UCC and the Deposit Account Agreement with respect to any Check that you submit to us for deposit and collection. If a claim were made against us by a third party including, but not limited to, the maker, any endorser, or any other collecting bank and that shall involve your breach of your representations and warranties, then you shall defend, indemnify, and hold us and any such third party harmless against such claim including, without limitation, attorneys' reasonable fees and other costs incurred in connection therewith.

Operating Procedures. You must follow the operating procedures in the **UMB Mobile Deposit Service User Guide** that we shall provide to you from time to time in connection with this Service including, without limitation, input formats, delivery deadlines, and confirmation requirements. The procedures establish daily cut-off times that apply to the transmission to and receipt by us of electronic images for processing through the Service, which cut-off times may be later than the cut-off times that apply to our receipt of checks at our branch offices or other banking facilities. An electronic image that we receive through the Service after the applicable cut-off time may be processed on the next Banking Day, which will affect the Item's settlement date and availability of funds. All electronic images that we receive for deposit through the Service will be credited by us provisionally and will be subject to final collection. Any returned or rejected Items (including original Checks, electronic images, image replacement documents, or Substitute Checks) may be charged as returns to your Account(s). Our funds availability policy disclosure in the Deposit Account Agreement states our policies relating to the funds availability of deposited Items. We may modify our **Mobile Deposit Service User Guide** from time to time, and we shall provide not less than thirty (30) days prior written notice thereof or updated information on such modification at the website that we use to provide this Service. If you continue to use this Service thereafter, then you shall have agreed to the changed **UMB Mobile Deposit Service User Guide**.

Intellectual Property. You acknowledge and confirm that your access to the systems that we use to provide our **Mobile Deposit Service** will give you access to Intellectual Property of the Bank or an Affiliate of the Bank and/or its third-party vendors and suppliers. By using this Service, you shall not acquire any title to or property

right in any Intellectual Property, or the Service, systems or software that we or our Affiliate or any third-party vendor(s) use to provide our **Mobile Deposit Service**. You must not interfere with, misappropriate, infringe upon, or claim any rights in connection with any Intellectual Property.

Termination of the Service. We may terminate our **Mobile Deposit Service** with you at your request, or at any time (a) upon prior written notice to you, or (b) without prior notice to you if: (i) you were to breach any of these terms and provisions; (ii) any representation or warranty that you shall make with respect to any electronic image submitted to us for processing shall be false or breached; or (iii) you were to breach any of the terms and provisions of this Master Agreement or of the Deposit Account Agreement.

Smart Safe Service

The Service. **Smart Safe Service** is an optional method for you to deposit your currency as a feature of our **Cash Vault Services** and our **'Virtual' Vault Services**. Our **Smart Safe Service** is an add-on Service to our **Cash Vault Services** and our **'Virtual' Vault Services**. The Bank will make **Smart Safe Service** available to our approved commercial clients for an additional Service Fee. These terms and provisions for **Smart Safe Service** supplement the terms and provisions in this Master Agreement for **Cash Vault Services** and **'Virtual' Vault Services**. *See* the Sections of this Master Agreement on **Cash Vault Services** and **'Virtual' Vault Services** for their terms and provisions.

By using **Smart Safe Service** you can make cash deposits to your Account that you specify to be used in connection with your **Smart Safe Service** ("***Smart Safe Account***") and receive provisional credit for your paper currency deposits from the convenience of your location(s). The Bank has entered into one or more arrangements with industry-leading armored carrier services to offer this Service (each a "***Smart Safe Courier***"). Smart Safe equipment, software, and courier services (collectively, the "***Smart Safe***") is available only through a Smart Safe Courier and provides you with you the ability to place cash into an on-site safe at your location which safe electronically transmits its deposit reports to the Bank. To begin using the **Smart Safe Service**, you will need to select and enter into a written agreement with a Smart Safe Courier.

On each Banking Day for which there are cash receipts secured in and reported to the Bank by your Smart Safe that your Smart Safe Courier shall have provided to you, corresponding provisional credit of such reported cash (paper currency) receipts in the Smart Safe will be applied by the Bank to your Smart Safe Account subject to these terms and provisions.

Smart Safe Service Requirements. In order to use the **Smart Safe Service**, you must first be enrolled in our **Cash Vault Services** or '**Virtual' Vault Services** and complete and return a **Smart Safe Service Request** to us for our approval, and you must execute such other documents and agreements as we may require. We reserve the right to determine, in our sole discretion, your eligibility to use **Smart Safe Service**. If approved, we will provide you with access to **Smart Safe Service** as described below. We may add, delete, or change the features or functions of **Smart Safe Service** at any time in our sole discretion.

The Smart Safe Process. Once you have obtained and installed a Smart Safe at one of your locations, your employees can place cash (paper currency) into the secure cassette or receptacle (a "***Cassette***") of the Smart Safe at that location. Cash deposited in the Cassette can be read and counted by the Smart Safe which will transmit to the Bank on each Banking Day through your Smart Safe Courier an electronic file reporting the amount of cash deposited in the Cassette(s) and related information (a "***Report***"). For each Report received by the Bank on a Banking Day prior to the applicable cut-off time, the Bank will provisionally credit your Smart Safe Account on the next Banking Day for the amount stated in the Report. Your Smart Safe Courier will retrieve and transport the contents of the Smart Safe (including coins and checks) to the Bank or to a cash vault location operated by the Smart Safe Courier (a 'Virtual' Vault).

We will access the deposit information *via* your Smart Safe Courier's secure website before 10:00 AM Central Time each Banking Day and provide provisional credit to your Smart Safe Account in the amount of the previous day's cash deposit activity as reported by your Smart Safe Courier's website. Such cash deposits that have been provisionally credited to your Smart Safe Account but that have not been received at the Bank's vault (or its 'Virtual' Vault location, if applicable) will be posted as 'Cash in Transit'. Your Smart Safe Courier will retrieve the contents of your Smart Safe (including currency, coins, and checks, if any) at least weekly; verify

and reconcile the Dollars count thereof; and transfer custody of the cash to the Bank. Upon our physical receipt of the cash, we will log our receipt of the cash and reconcile the 'Cash in Transit' log accordingly. Any discrepancy between the provisional credit provided by the Bank to your Smart Safe Account and the Smart Safe Courier's final count of paper currency received from the Cassette will be charged back to your Smart Safe Account. You will be responsible for any funds availability expense. Provisional credit may be revoked if the corresponding cash has not been received by the Bank within eight (8) Banking Days of the date of the credit.

Setup and Implementation.

Before we can make **Smart Safe Service** available to you, you must have:

- enrolled in UMB's **Cash Vault Services** or **'Virtual' Vault Services**;
- entered into an equipment and service agreement with a Smart Safe Courier for its Smart Safe equipment, software, and courier services (a "***Smart Safe Courier Agreement***");
- completed installation of all Smart Safe equipment and completed all training required by your Smart Safe Courier; and
- completed the set up and implementation process for this Service including establishing your Smart Safe Account, specifying delivery points for your Smart Safe contents, and establishing and testing connections with your Smart Safe Courier for its transmission of Reports to us.

On-Site Safe and Maintenance. The on-site safe to be used by you as your Smart Safe must be compatible with **Smart Safe Service**, including the reporting software that delivers the safe's inventory status. Our **Smart Safe Service** requires that your Smart Safe Courier perform a minimum of one (1) pick-up of the contents of your Smart Safe (currency, and coin and checks, if any) within each seven (7) calendar day period.

Secured Funds. The placement and counting of paper currency in, and the compilation and transmission of Reports and other data from, the Smart Safe equipment are subject exclusively to the terms and provisions of your Smart Safe Courier Agreement. Your **Smart Safe Service** will commence upon the Bank's receipt of the first Report from your Smart Safe Courier reporting the amount of currency counted and secured in a Cassette ("***Secured Funds***") and is subject to the Bank's receipt of accurate and timely Reports in a correct and readable format. You agree that all Secured Funds will be delivered to your Smart Safe Courier for its transportation to the Bank or its approved 'Virtual' Vault location for verification and processing and will not be removed from the Smart Safe or used by you for any purpose. The Bank offers its **Smart Safe Service** only for Secured Funds.

Transmission of Reports. You authorize your Smart Safe Courier to transmit to us, and for us to receive, Reports which will specify, among other things, the amount of Secured Funds contained in or added to the Cassettes each business day. We will rely exclusively on the accuracy of information transmitted to us by your Smart Safe Courier in its Reports to determine the amount of provisional credit that you will receive to your Smart Safe Account. We shall not be responsible for any failure of any Report to be timely communicated to us or for any errors in any Report. You expressly grant us authority to access and review Reports and other data issued by your Smart Safe Courier relating to Secured Funds.

Provisional Credit; Ownership of Secured Funds. We will post provisional credit to your Smart Safe Account for Secured Funds on the Banking Day on which we receive a Report subject to our normal deposit cut-off time and to any reserves that we may establish from time to time. For example, if you cause your Smart Safe Courier to transmit to us a Report of Monday's receipts in the Cassette(s) after the close of the Bank's business on Monday and prior to Bank's processing cut-off time on Tuesday, then the amount of Secured Funds stated in that Report will be reflected in your Smart Safe Account for Tuesday, assuming that Tuesday is a Banking Day. All credit that you receive for Smart Safe deposits is provisional and subject to verification and correction (for errors, counterfeit currency, and miscounts) for the amount of Secured Funds actually received by us. If the contents of the Smart Safe for which we have given you provisional credit are not delivered to us or to the 'Virtual' Vault location (that was approved by us in the setup process) by the next scheduled pickup of your Smart Safe contents, or if the amount of currency delivered to us or the 'Virtual' Vault is less than the amount indicated in the Report then, irrespective of the reason or circumstances, we will reverse any excess credit that was posted to your Smart Safe Account. In any case, you shall remain obligated to us for all adjustments and related effects. To the extent you retain any interest in the Secured Funds by operation of law or otherwise, you hereby grant to the Bank a first-priority perfected security interest in all such Secured Funds.

Checks and Other Funds; Adjustments. You may cause your Smart Safe Courier to deliver Checks and funds other than Secured Funds to the Bank or approved 'Virtual' Vault location along with Secured Funds. If you place cash, including cash rejected by the Cassette(s), coins, Checks, or other Items in the Smart Safe outside the secure Cassette(s), which are then picked up by your Smart Safe Courier, then such cash, coins, Checks, or other Items are not Secured Funds. We are not responsible for coins, Checks, and other funds or Items until we have received them directly or at our approved 'Virtual' Vault location. For coins and Items other than Secured Funds, we will credit your Smart Safe Account with the aggregate Dollar amount of such coins and Items stated on the deposit slip accompanying its delivery. Such credit is provisional and subject to adjustment upon physical receipt by us or after we complete our physical count of such funds and Items that are not Secured Funds. You acknowledge that we will adjust your Smart Safe Account for any errors or counterfeit Items delivered to us, including Secured Funds. Similarly, provisional credit may be given for Checks and other coin and currency received by us on the Banking Day of deposit, subject to our applicable cut-off times.

Currency Count; Right to Reject. You agree that the Smart Safe Courier's count of Secured Funds, and the Bank's count of other Items or coin and currency received by us from your Smart Safe Courier, are final and conclusive. We shall not be liable for any shortage due to any counterfeit currency, whether discovered upon delivery to us or any time after delivery to us. In no event are you entitled to any amount in excess of the correct balance of your deposit, whether the error was caused by improper commingling of funds, inaccurate counts, clerical error, or otherwise. We reserve the right to reject for deposit any Item or currency received by us in connection with this Service at any time, with or without cause, and either with or without notice to you. Credit for Items and currency received by us in connection with **Smart Safe Service** will be provisional subject to our right of rejection. Rejected Items and currency will be returned to you.

Retrieval of Smart Safe Contents. You are solely responsible for arranging transportation of Secured Funds and other funds to the Bank or its approved 'Virtual' Vault location designated in the setup process. Promptly following the setup process, you must provide us with a copy of the written pickup schedule you arrange with your Smart Safe Courier. We must receive Secured Funds from you in accordance with that schedule. Any change in the scheduled deliveries to us may result in a change to the Service Fees for your **Smart Safe Service**.

Contract with Smart Safe Courier. You understand and confirm that you are solely responsible for the selection of your Smart Safe Courier, its products and services, the terms and provisions of your Smart Safe Courier Agreement, and for the pickup, transportation, and delivery of the contents of your Smart Safe. You also understand and acknowledge that the Bank and your Smart Safe Courier are independent and separate entities and are not operating as a partnership, joint venture, or other combined enterprise. Smart Safe equipment; software and service; Report generation, transmission, and retrieval; courier and related services are provided to you by your Smart Safe Courier under your Smart Safe Courier Agreement and are not part of our **Cash Vault Service** or **'Virtual Vault' Service** or any other Service the Bank provides. You agree to look solely to your Smart Safe Courier for any issues or disputes that may arise under your Smart Safe Courier Agreement or with respect to the services, equipment, software, and Reports provided by your Smart Safe Courier. We are not responsible for any obligation or liability of your Smart Safe Courier under your Smart Safe Courier Agreement. This means, among other things, that we are not responsible for the equipment, software, or service provided by your Smart Safe Courier including, but not limited to, the Smart Safe, content of any Report, failure of your Smart Safe Courier to timely transmit a Report to us, or transportation of the contents of any Cassette, coin or currency, Checks, or other Items. We are entitled to rely on the continued effectiveness of your Smart Safe Courier Agreement in our providing **Smart Safe Service** to you, including compliance by you and your Smart Safe Courier with the terms and provisions of your Smart Safe Courier Agreement. You will promptly notify us of any material change in your Smart Safe Courier Agreement. You represent and warrant that you have made an independent investigation of the facts pertaining to **Smart Safe Service**, your Smart Safe Courier, and of all matters pertaining thereto, and that your engagement of your Smart Safe Courier and use of a Smart Safe are based upon your independent investigation rather than upon any statement or representation made by us.

Smart Safe Courier as Agent. Your Smart Safe Courier shall be your agent for all **Smart Safe Service** purposes, and you acknowledge and confirm that your Smart Safe Courier is not an agent, employee, or representative of the Bank. Neither the Bank nor its employees or agents will supervise, direct, or control your Smart Safe Courier's performance under its Smart Safe Courier Agreement.

The Bank's Insurance Limitations. The Bank's deposits are insured by the Federal Deposit Insurance Corporation up to the standard maximum deposit insurance amount. We also maintain insurance coverage for certain losses and damages. We do not provide insurance coverage or guarantee against loss of any property including Secured Funds and other currency or Items in your possession or your Smart Safe Courier's possession, including during transportation. Secured Funds placed in Cassettes and all other currency or Items otherwise delivered to your Smart Safe Courier but not yet physically received by us are not covered against loss by our insurance coverage and we do not assume any liability for same until such Secured Funds, currency or Items shall have been physically delivered to and received by us.

Your Insurance Obligations. You acknowledge and confirm that it shall be your sole responsibility to purchase and maintain insurance against loss or damage to the Smart Safe, its contents, the Cassettes, and other containers, including Secured Funds and other currency, Checks or Items while in your possession or in the possession of your Smart Safe Courier. We are not and will not be considered an insurer of any Smart Safe, Cassette, or other container, or any contents of any of them.

Service Fees. Service Fees for using **Smart Safe Service** will be in addition to any other Service Fees due and payable to us under this Master Agreement and the Deposit Account Agreement or other service agreement. Service Fees will be collected by monthly *Account Analysis* debit to your Account(s) and may be offset by available earnings credit. The Bank may change its Service Fees from time to time upon written notice to you.

Security Procedures. You agree to implement commercially reasonable security procedures (for example, identification credentials, pass codes and/or phrases, challenge questions and/or test keys, which may change from time to time) sufficient to satisfy your needs to verify the authenticity of the authorized individual(s) acting on your behalf or on behalf of your Smart Safe Courier, and for the protection and transportation of Cassettes and other contents transported by your Smart Safe Courier on your behalf. You expressly acknowledge and confirm that we will not be responsible or liable in any way to any party due to any loss resulting from the existence, lack of, or inadequacy of any of your and/or your Smart Safe Courier's security procedures. We make no representations or warranties, express or implied, as to the existence or sufficiency of your security procedures or your Smart Safe Courier's security procedures. UNDER NO CIRCUMSTANCES SHALL WE BE RESPONSIBLE FOR OR HAVE ANY LIABILITY WITH RESPECT TO ANY CASSETTE, CASH, OR OTHER ITEMS UNTIL SAME SHALL HAVE BEEN DELIVERED TO AND RECEIVED BY US AT OUR DESIGNATED LOCATION.

Bank's Limited Liability and Risk of Loss. In addition to the limitations on liability stated herein and in the Master Agreement, we shall not be liable for any act or omission by you or your Smart Safe Courier including, but not limited to, any failure to make pick-ups or deliveries as scheduled, or loss or theft of any Cassettes, currency, or other Items. IN NO EVENT SHALL WE BE LIABLE FOR ANY LOSS OF PROFIT OR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES CLAIMED TO BE INCURRED BY YOU IN ANY WAY ARISING FROM OR PERTAINING TO UMB SMART SAFE SERVICE AND OTHER DEPOSITARY SERVICES. NO COVERAGE OR GUARANTEE AGAINST LOSS IS MADE OR ASSUMED BY US FOR FUNDS IN TRANSIT TO OR FROM THE BANK AT ANY TIME. EXCEPT AS MAY BE PROVIDED HEREIN, THE BANK WILL BE RESPONSIBLE UP TO THE AMOUNT OF FIFTY DOLLARS ($50.00) PER SHIPMENT OF CURRENCY FOR THE RECONSTRUCTION OF YOUR PROPERTY LOST OR DESTROYED ENROUTE FROM YOUR LOCATION TO THE BANK'S DESIGNATED LOCATION. IN THE EVENT THAT RECONSTRUCTION OF ITEMS LOST, MISPLACED, OR DESTROYED ENROUTE FROM YOUR LOCATION TO THE BANK'S DESIGNATED LOCATION WERE NOT POSSIBLE, THEN THE BANK SHALL BE RESPONSIBLE FOR NO MORE THAN TEN PERCENT (10%) OF THE ACTUAL OR FACE VALUE OF SAID ITEMS, BUT IN NO EVENT MORE THAN FIFTY DOLLARS ($50.00) PER SHIPMENT. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DEPOSIT INTEREST THAT MAY BE INCURRED BY YOU. IT IS FURTHER UNDERSTOOD AND AGREED THAT UNDER NO CIRCUMSTANCES SHALL WE BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF SALES, INCOME, INTEREST, PROFITS, ATTORNEYS' FEES OR OTHER COSTS RESULTING FROM ANY LOSS, DELAY, NON-DELIVERY OF, OR DAMAGE TO A SHIPMENT.

UMB Image Lockbox Services

The Services. We provide **Image Lockbox Services** to assist you in expediting your collection of payment remittances sent to you by U.S. Mail by your account debtors/customers. Our **Image Lockbox Services** are designed to speed processing of scannable high-volume remittances and non-scannable remittances received

in your Lockbox for credit to your Account. In order to use **Image Lockbox Services**, you must provide us with your information and requirements in your **Lockbox Implementation Questionnaire and Service Request** for the Lockbox Services you select. With a Lockbox Service, you instruct your customers to send their payments to you to your Lockbox. Those remittances will be processed by us in accordance with our **Image Lockbox Services** procedures and the information and specifications you provide in your **Lockbox Implementation Questionnaire and Service Request**, these terms and provisions, and any Supplemental Documentation that we provide to you.

Access to Mail. You authorize us to act as your agent to obtain a Post Office Box in your name as your Lockbox. You also authorize us to have custody of the keys or combinations to the Lockbox, unrestricted and exclusive access to the Lockbox, and to collect the contents of the Lockbox to be processed by us. We will collect the contents of the Lockbox from time to time during each day. We will pick up the contents of the Lockbox on a schedule determined by us in our discretion. We will hold, as your bailee, any Items obtained from the Lockbox and processed by us in our **Image Lockbox Services** prior to our posting those Items for deposit to your Account.

Item Restrictions or Conditions. We shall have no responsibility in the event we process any Item for deposit to your Account which Item bears restrictive or conditional clauses or endorsements including, but not limited to, statements such as "paid in full" or words of similar intent, or Items with extraneous information, qualifications or conditions such as "void if not paid in 30 days" or "endorsement constitutes a release and receipt of full payment of the account stated" or "endorsement acknowledges accord and satisfaction". You expressly assume all risks and liabilities that may result from, and you hold us harmless from, our processing any such Items in our **Image Lockbox Services** for deposit to your Account.

Availability of Funds. We shall determine which Items we receive from the Lockbox will be acceptable, in our sole discretion, as bankable Items for deposit to your Account. Our funds availability policy disclosure that we provide to you describes the availability of funds from Items deposited and credited to your Account.

International Payments. An Item denominated in a foreign currency and/or drawn on a foreign bank will not be deposited through this Service to your Account but will be submitted by our **Image Lockbox Services** to the Bank's International Department for collection on your behalf (unless otherwise specified by you in your **Lockbox Implementation Questionnaire and Service Request**). We will send you an advice of our receipt of such foreign currency Items and of our collection efforts of such Items. We will not be responsible for any fluctuation in currency exchange rates or the timeliness of crediting a foreign currency Item to your Account.

Termination of Image Lockbox Service. Upon termination of your Lockbox Service, mail received in the Lockbox will be returned to the respective senders unless you and we shall have agreed otherwise in writing prior to the date of termination of your Lockbox Service (and subject to all applicable Service Fees and charges having been paid to us in advance) to forward mail obtained by us from the Lockbox to you or to an alternate address that you specify for a period not to exceed sixty (60) calendar days following the date of termination of your Lockbox Service. Mail received for delivery to the Lockbox after the expiration of such sixty (60) calendar days period will be returned to the respective sender.

Image Lockbox Services – *Scannable Remittances Processing*

Our **Image Lockbox Services - *Scannable Remittances Processing*** is our automated processing designed to speed processing of high-volume scannable Items and remittance documents received in your Lockbox for credit to your Account(s). We provide those Services to you as you specify in your **Lockbox Implementation Questionnaire and Service Request** and as described in our **Image Lockbox Services Description** that we provide to you. The following provisions also will govern **Image Lockbox Services - *Scannable Remittances Processing*** (unless we were to otherwise specifically agree with you in writing).

Envelopes and Remittances. You authorize us to open each envelope that we obtain from the Lockbox and remove all envelope contents, disregarding all notations and other marks on the envelopes. We are not required to retain remittance envelopes or forward them to you. Payment coupons and envelopes received for processing must meet our specifications. All changes in coupon and return envelope design are subject to our prior testing and approval. We may adjust our pricing for processing your payments without your prior approval if changes were made to your coupons and/or envelopes (including coupon scan line

configuration). At our option, we may refuse to process certain types of envelopes and will return such envelopes to you, or we may process such envelopes and charge an additional Service Fee for doing so.

Processing Items Received from the Lockbox. You must instruct your customers to ***not*** send cash to the Lockbox. We will not examine Items that we receive from the Lockbox with respect to payee names, check dates, or signatures. We will disregard any notation containing "paid in full" or similar language on or with any Item, whether preprinted or handwritten, and we will treat any such Item as though such language did not appear. If we were unable to determine the amount of an Item, then the Item will be forwarded to you unprocessed. If the numerical amount of an Item were inconsistent with its written amount, then you authorize us to process the Item in accordance with the written amount if neither amount on the Item matches the amount due as printed or written on the coupon. If either the written amount or numerical amount on an Item matches its coupon amount, then you authorize us to process that Item for that amount. We will deliver miscellaneous enclosures, transactions that we cannot process, and remittance data to you according to the information and requests contained in your **Lockbox Implementation Questionnaire and Service Request**. Any Item that we receive and determine to be inconsistent with our processing procedures and your instructions in your **Lockbox Implementation Questionnaire and Service Request** will be returned to you as an Exception Item. We will forward Exception Items to you with their remittance information. Exception Items will not post to or be deposited in your Account.

Items Processing; Deposits. We will process, endorse, produce remittance Items' images and data, and deposit remittances obtained from the Lockbox in accordance with our standard Lockbox procedures and those specified in your **Lockbox Implementation Questionnaire and Service Request**. The deposit cut-off time for same day deposits is based on the "Transmission Deadline" time you select in your **Lockbox Implementation Questionnaire and Service Request**, and Items that have not been processed by us by the "Transmission Deadline" time will be credited to your Account on the next succeeding Banking Day. Items received and processed on a day that is not a Banking Day will be credited to your Account the next succeeding Banking Day.

Reporting. We will process and format remittance data and make it available to you in accordance with our standard Lockbox procedures and in the file transmission that you select in your **Lockbox Implementation Questionnaire and Service Request**. It is solely your responsibility to: (i) maintain the security of any user identification or passwords or other access device to access the Lockbox Service data; (ii) reconcile the data we provide to you concerning Items processed in the Lockbox Service with the amounts credited to your Account; and (iii) retrieve the Items processed data transmitted to you and notify us no later than two (2) hours prior to your next "Deposit Deadline" if such data has not been made available to you as scheduled.

Imaging Option. If you were to select image processing service in your **Lockbox Implementation Questionnaire and Service Request**, then we will image the Items and/or other documents as you specify in your **Lockbox Implementation Questionnaire and Service Request**. You will have online access to the view the image of an Item for the standard period of ninety (90) calendar days from the date of deposit of the Item to your Account. You have the option to view images of Items for a period of up to seven (7) years from the date of deposit of the Item to your Account. You will not have online access to images of Items after the period of seven (7) years unless you were to request that we record a permanent image archive on a CD-ROM. If you use our online Lockbox viewing of imaged Items, then you understand and acknowledge that changes may occur in your ***Scannable Remittances Processing*** Service throughout the day, as Checks or batches of Items may be added. We will not be responsible to you for any decision you may make based upon information you may obtain from your intra-day online viewing of images of Items that we process. It is solely your responsibility to maintain the security of any user identification or passwords or other device to access your online viewing of images.

Your Responsibility. We will not review Items or documents contained in envelopes to determine if such Items or documents should be retained in original form. If you have selected our imaging option, we will retain envelopes and their contents received from the Lockbox for a period of not less than three (3) Banking Days, and we will destroy such envelopes and their contents after that time. Accordingly, it is your responsibility to review images of Items prior to expiration of the envelopes and contents retention period,

and to notify us within that period if you wish to obtain an original Item or document. We will have no liability for destroying original Items or documents after expiration of the retention period, and you indemnify and hold us harmless from any disputes, claims, suits or other legal actions and proceedings whatsoever relating to our destruction of such materials in accordance with these procedures, and you assume all risks and liabilities that may result from the destruction of such materials.

Image Lockbox Services - *Non-Scannable Remittances Processing*

Our **Image Lockbox Services - *Non-Scannable Remittances Processing*** is designed as a flexible, Items-processing Lockbox Service typically used for low-volume, high-dollar, business-to-business remittances delivered to your Lockbox for credit to your Account. If you were to select ***Non-Scannable Remittances Processing*** Service in your **Lockbox Implementation Questionnaire and Service Request**, then we will provide those Services to you as described in our **Image Lockbox Services Description** that we provide to you and as you specify in your **Lockbox Implementation Questionnaire and Service Request**. The following provisions also will govern our **Image Lockbox Services – *Non-Scannable Remittances Processing*** (unless we were to otherwise specifically agree with you in writing).

Envelopes and Remittances. You authorize us to open each envelope that we obtain from the Lockbox and remove and process all contents in accordance with your information and specifications that you provide in your **Lockbox Implementation Questionnaire and Service Request**.

Processing Items Received from the Lockbox. You must instruct your customers to ***not*** send cash to the Lockbox. We will not examine any Item from the Lockbox with respect to date, or signature, or with respect to whether an Item contains language such as "paid in full", unless otherwise specifically requested in your **Lockbox Implementation Questionnaire and Service Request**. If you were to request that we examine such information, then we will use reasonable care in examining Lockbox Items but we will have no liability if any Item with incorrect, missing, or improper information, or that is stale or post-dated, or that contains special notations, or that otherwise contains information that is not in order, were processed by us for deposit to your Account. If we are unable to determine the amount of an Item, then the Item will be forwarded to you without processing. If an Item's numerical amount is inconsistent with the written amount, the you authorize us to process that Item in accordance with the written amount, which amount you guarantee to us. If the payee line on an Item were blank or not legible or the Item were unsigned, then we may, in our sole discretion, stamp a notation on the item request to the issuing bank to contact the drawer/maker of the Item for the authority to pay and deposit the Item in the normal manner for collection. If an Item were undated, then we may, in our sole discretion, insert the then current date and deposit the Item to your Account in the normal manner for collection.

We will return all Items received from the Lockbox including remittance envelopes in accordance with your instructions in your **Lockbox Implementation Questionnaire and Service Request**. Any Item received that we determine to be inconsistent with our processing procedures and the instructions you specify in your **Lockbox Implementation Questionnaire and Service Request** will be returned to you as an Exception Item. We will forward Exception Items to you with remittance data. Exception Items will not post to or be deposited in your Account.

Acceptable Payees. You will provide us with the names of your Acceptable Payees in your **Lockbox Implementation Questionnaire and Service Request**. Any bankable Item made payable to an Acceptable Payee (or reasonable variation thereof) will be acceptable for our processing and deposit to your Account if the Item were otherwise able to be processed for deposit in accordance with our **Image Lockbox Services Description** and the Deposit Account Agreement. We will determine in our sole and absolute discretion whether an Item has been made payable to a "reasonable variation" of the name of an Acceptable Payee. You represent and warrant that each entity you identify as an 'Acceptable Payee' has taken all necessary action to authorize deposit of Items made payable to such entity into your Account.

Deposits. We will process, endorse, and deposit the bankable Items obtained from the Lockbox in accordance with our standard **Image Lockbox Services** procedures and those specified in your **Lockbox Implementation Questionnaire and Service Request**. The Items processing cut-off time for same-day deposits is based on the "Deposit Deadline" time that you select in your **Lockbox Implementation**

Questionnaire and Service Request, and Items that have not been processed by us by the "Deposit Deadline" time will be credited to your Account on the next succeeding Banking Day. Items received by us and processed on a day that is not a Banking Day will be credited to your Account on the next succeeding Banking Day.

Reporting. If you were to select electronic transmission of Lockbox processing data in your **Lockbox Implementation Questionnaire and Service Request**, then we will record, format and send your Lockbox remittance data file to you *via* electronic transmission or browser in accordance with our standard procedures and the information that you provide and file transmission you select in your **Lockbox Implementation Questionnaire and Service Request**. It is solely your responsibility to maintain the security of any user identification or passwords or other access device to access your **Image Lockbox Services** data. It also is solely your responsibility to reconcile the data that we provide to you concerning Items received from the Lockbox with the amounts deposited in your Account.

Imaging Option. If you were to select image processing service in your **Lockbox Implementation Questionnaire and Service Request**, then we will image the Items and/or other documents as you specify in your **Lockbox Implementation Questionnaire and Service Request**. You will have online access to the view the image of an Item for a standard period of ninety (90) calendar days from the date of deposit of the Item to your Account. You have the option to view images of Items for a period of up to seven (7) years from the date of deposit of the Item to your Account. You will not have online access to images of Items after the period you specify in your **Lockbox Implementation Questionnaire and Service Request** unless you request that we record a permanent image archive on a CD-ROM. If you were to use our online Lockbox viewing of imaged Items, then you understand and acknowledge that changes may occur in your ***Non-Scannable Remittances Processing*** Service throughout the day, as Checks or batches of Items may be added. We will not be responsible to you for any decision that you may make based upon information you may obtain from your intra-day online viewing of images of Items that we process. It is solely your responsibility to maintain the security of any user identification or passwords or other device to access your online viewing of images.

Your Responsibility. We will not review Items or documents contained in envelopes to determine if such Items or documents should be retained in original form. If you have selected our imaging option, we will retain envelopes and their contents received from the Lockbox for a period of not less than three (3) Banking Days, and we will destroy such envelopes and their contents after that time. Accordingly, it is your responsibility to review images of Items prior to expiration of the envelopes and contents retention period, and to notify us within that period if you wish to obtain an original Item or document. We will have no liability for destroying original Items or documents after expiration of the retention period, and you indemnify and hold us harmless from any disputes, claims, suits, or other legal actions and proceedings whatsoever relating to our destruction of such materials in accordance with these procedures, and you assume all risks and liabilities that may result from the destruction of such materials.

UMB Direct™ Banking Service

The Service. **UMB Direct Banking Service** is an online direct banking service that provides a client with online ability to view or download Account balance and transactional information, initiate electronic payments (intra-Bank transfers, ACH transactions, and Wire Transfer of Funds transactions) from Accounts, and manage Check transactions in a single intuitive interface delivered through the convenience of the client's computer. Through **UMB Direct Banking Service**, a client's Security Administrator can directly perform administrative actions such as adding or deleting its Service Representatives, or updating functional or data entitlements assigned to any Service Representative, or adding or deleting a Service.

All **UMB Direct Banking Service** modules are available to you through the **UMB Direct™** portal on the Bank's website at **https://www.umb.com**. You must have appropriate hardware and software including encryption technology to access this Service, and you must use your own Internet service provider. Technical specifications are provided in **UMB Direct Banking Service Operating Procedures** and Supplemental Documentation. We will notify you if we add to or change Service modules in **UMB Direct Banking Service**.

The **UMB Direct™** online portal also serves as the gateway for those Bank clients (such as Institutional Custody Services clients) who wish access to their **UMB Web Exchange® Service** modules.

If you access any Service module using Identification Codes assigned to you for **UMB Direct Banking Service**, then you will have agreed that your use of such Service module is governed by these **UMB Direct Banking Service** terms and conditions, the **UMB Direct Banking Service Operating Procedures**, the applicable **User Guides** for the respective **UMB Direct Banking Service** modules, any Supplemental Documentation that we may provide to you, and the applicable terms and provisions of this Master Agreement.

UMB Direct Banking Service currently consists of the following online modules through which you may access the Bank's many commercial banking and cash management Services:

Home/Dashboard. The ***Home*** or ***Dashboard*** module consists of a configurable 'dashboard' that you can customize for access to your Account(s) balance(s), payments management, information reports and Account statements, notifications, and other application functions.

Accounts. The ***Accounts*** module permits your Service Representative(s) to view reports of both prior-day and current-day Account transactions information. Prior-day reports include every transaction that has cleared the Account during the preceding calendar year. Current-day reports show electronic transactions such as ACH transactions, Wire Transfers of Funds, and Account-to-Account transfers. These reports are updated throughout the day, permitting your Service Representative to view transaction information with no more than a two (2) to fifteen (15) minute delay depending on the type of transaction. Prior-day reporting is available to demand deposit accounts and commercial loan accounts. The ***Accounts*** module also permits your Service Representative to view and download Account statements and special reports such as ***Account Analysis*** statements, return reports, and commercial loan activity. The ***Accounts*** module offers a flexible transaction search function on your Accounts. More information on functions of the ***Accounts*** module is contained in the **Information Reporting User Guide**.

Payments. The ***Payments*** module permits your Service Representative to originate ACH payments and initiate both domestic and international Wire Transfer payment Instructions. Payments may be originated from information stored in 'templates', from files which can be imported using reusable maps, or from information entered manually. If you were to use a NACHA formatted file, the industry standard for ACH, then the file may be imported quickly and easily without creation of an import map. The ***Tools*** module (described below) supports delivery of alerts to inform your selected Service Representative(s) when a payment is awaiting approval.

The ***Payments*** module protects your information and transactions through layered security and controls. In addition to requiring your Service Representatives to enter their password at login, the Service offers the additional control of challenging for a dynamic credential when a payment Instruction is submitted for approval, and when the payment Instruction is approved. The dynamic credential may be found on the ***RSA SecurID Token*** which would be provided to you by the Bank.

The ***Payments*** module also offers the dual-control security of requiring all electronic payments Instructions to be approved by a Service Representative that did not initiate them. All payment approvals are recorded in our database for inclusion in audit reports. More information on the use and functions of the ***Payments*** module is contained in the **Payments User Guide**.

Transfers. The ***Transfers*** module permits your Service Representative to initiate funds transfers between your Accounts. Transfers of funds may be originated from information stored in 'templates', from files that can be imported using reusable maps, or from information entered manually. This module supports one-to-one, one-to-many, and many-to-one funds transfers Instructions. All such transfers of funds are recorded in our database for inclusion in audit reports. More information on the use and functions of the ***Transfers*** module is contained in the **Transfers User Guide**.

Fraud Control. The ***Fraud Control*** module permits you to manage your exposure to Check fraud by loading and updating your Check issue records, as well as reviewing **Positive Pay Service** Exception Items. The ***Tools*** module (described below) also supports delivery of alerts to inform Service Representative(s) when **Positive Pay Service** Exception Items are available for review. More information on the use and functions of the ***Fraud Control*** module is contained in the **Fraud Control User Guide**.

Check Services. The ***Check Services*** module permits your Service Representative(s) to inquire on issued Checks, place and cancel stop payment orders, retrieve an image of a paid Check, deposit slip, deposited Check, or returned deposited Item. More information on the use and functions of the ***Check Services*** module is contained in the **Check Services User Guide**.

File Services. The ***File Services*** module permits your Service Representative to upload and approve Check issuance or Wire Transfer electronic files of such payment transactions. This module includes a mapping utility to enable a Service Representative to configure the Service to accept electronic files in the format in which the electronic file is produced by your system. The ***File Services*** module also includes industry-standard file formats such as ISO 20022 for Wire Transfers. This module protects transactions through flexible entitlements with distinct approval authority for batch Wire Transfer transactions independent of the approval authority granted in the ***Payments*** module.

Tools. The ***Tools*** module offers several configurable e-mail or text message alerts. For example, alerts can be configured to be delivered based upon balance thresholds, for specified transactions (such as any outgoing Wire Transfer greater than a specified amount), or for loading a special report. Alerts permit you to stay abreast of your Account(s) balances and activity even when you lack access to a computer. Alert messages also may be configured to send to an e-mail or a text message to a destination that you specify. However, in order to provide security surrounding e-mail and text messages, alerts will not contain Account or transaction details or information that could be misused. "Alerts" should be viewed as a convenient reminder and should not be solely relied upon to communicate or monitor Account activity. An "alert" can fail to reach its recipient for reasons outside of UMB's control. We recommend that you log-in to **UMB Direct Banking Service** to review your Account activity, pending payment transactions, and approvals.

"User Management" Administration. The ***"User Management"*** module permits an individual whom you designated as your Security Administrator to modify functional and data authorizations and Instruction entitlements assigned to your Service Representative(s) to use **UMB Direct Banking Service** modules. Administrative changes are subject to controls that prevent a Service Representative from approving a change that he/she initiated, thus helping to protect your Account(s) from external and internal fraud. This module also supports role-based administration providing efficient administration of a large group of your similarly authorized Service Representatives.

Relation to Other Treasury Management Services.

These provisions of this **UMB Direct Banking Service** section to this Master Agreement apply to your use of **UMB Direct Banking Service** are in addition to, and do not replace, the terms and conditions that apply to any Service that you access through **UMB Direct Banking Service**. For example, if you were to use **UMB Direct Banking Service** to access our **Wire Transfer of Funds Service**, or our **ACH Service**, or other Services, then the terms and conditions governing those other Services, and the Service Requests and Supplemental Documentation that apply to those Services, supplement these **UMB Direct Baking Service** provisions and any **UMB Direct Banking Service** Supplemental Documentation.

To the extent that you use Integrated Payables Service to initiate Wire Transfers, then the terms and provisions of this UMB Direct Banking Service section of this Master Agreement are amended and supplemented by the terms and provisions of the "Integrated Payables Service" section of this Master Agreement and the terms and provisions of the "Wire Transfer of Funds Services" section of this Master Agreement.

Best Practices. We are committed to the highest standard of security for our clients' use of the Bank's systems. Our security controls include security tokens, multi-factor authentication, rigorous and thorough dual controls for business and operations processes, and layers of security software and hardware. While we are dedicated to the highest standard of security for our systems, you as the end-user play an important role in protecting yourself when you use the Internet. To that end, we recommend that you adopt and engage in the following security best practices.

Things That You Should Do.

Protect Your Password. Your password is of utmost importance to your security and a primary gateway to our systems and your Account(s). Use a unique password consisting of a combination of numbers, letters (both upper and lower case), punctuations, and special characters. You should change your password regularly and use a different password for each of your Accounts. Never share your password with others, and never reply to 'phishing' e-mails with your password or other sensitive information.

Protect Your Security Token. Your security token is a small, plastic, electronic device that displays a new six (6) digit passcode every sixty (60) seconds and is an essential component of your log-in security. It should be carefully protected and kept in a very secure location. Do not share the serial number of your token except in your personal communication with a UMB Customer Technical Support associate.

Boost Your Computer Security. Install anti-virus, anti-spyware, and other Internet security software on your computer(s). Use such security software and keep it current. Take time to look at your program files and make sure there are no unknown programs running on your computer system. If you have a wireless network, take all necessary steps to make it secure such as not broadcasting your network name, requiring a password to connect, and changing the default password on your wireless router.

Log-out Completely. Closing or minimizing your browser or typing in a new web address when you have concluded your online access to your Account may not prevent others from gaining access to your Account information. Instead, click on the "*log out*" button to terminate your online session. In addition, do not permit your browser to "remember" your user name and password information.

Use Your Own Computer. It is recommended that you access your Account only from your computer. Unfamiliar computers could contain viruses or 'spyware'. ***Before you use any other computer***, make sure that you will be able to delete all of the browsing data stored by your web browser after you have completed your online session.

Things to Remember.

Watch for Suspicious Activity in any Account. Report any suspicious activity in any Account to the appropriate individuals. Follow your instincts: if it doesn't feel or look right, then it probably isn't.

Laptop and Desktop Computers are not the Only Devices Receiving "phishing" E-mails. Cyber criminals use mobile and "smart" telephones, social media websites, and other digital and electronic devices to send "phishing" electronic mail communications containing malicious software designed to steal your sensitive information. If you respond to suspicious phone messages or personal messages to your social media account, then you could compromise your security.

E-mail Requests for Personal or Confidential Information. These are usually "phishing" e-mails that try to persuade you to expose and deliver your personal information and to take some immediate action. Legitimate businesses will not ask you to provide or verify your sensitive information through a non-secure means, such as an e-mail. If you have reason to believe that UMB may need personal information from you, first telephone your UMB banker or UMB Customer Service to confirm the reason.

Understand "Social Engineering". A "social engineer" is an individual who poses as someone else in an effort to obtain confidential information, such as an account number, Social Security or Employer Identification Number, password, computer credential, or access to your Account. Always know with whom you are speaking on the telephone or transacting business on the Internet.

Understand the Dangers of E-mail Attachments. Attachments are an easy method for a hacker to install a virus or "malware" on your computer or system. Often an attachment is included in an unsolicited e-mail. You should always know what an attachment is before opening it. Likewise for an embedded "link" in an e-mail which link you are requested or instructed by the sender to "click on". Clicking on a link and entering confidential information could result in your personal information being compromised or stolen.

Understand What You Install. When you install a program or download a file to your computer from an unknown source you risk loading malicious software programs onto your computer or Mobile Device.

Fraudsters often hide these programs within seemingly benign applications. Consider things carefully before you click on any "pop-up" advertisement or download a "free" game or application.

Be Mindful of Working with an Open Wireless Connection. Wireless networks may not provide as much security as wired Internet connections. Wireless networks in public areas such as restaurants, airports, and hotels) may reduce security so that it is easier to access and use these wireless networks. We recommend that you do ***not*** attempt to access our systems and your Account through an open wireless connection.

E-mail "Alerts". E-mail "alerts" serve only as a convenient reminder and should not be solely relied upon to communicate or monitor your Account activity. We recommend that you log-in to **UMB Direct Banking Service** to review your Account activity, pending payment transactions, and approvals.

Universal Payment Identification Code (UPIC®) Service

The Service. **Universal Payment Identification Code Service ("*UPIC® Service*")** provides you with the option of receiving ACH Credit Entries to your Account(s) using UPIC Service. **UPIC® Service** is an **ACH Processing Service** that we make available to our approved ACH commercial clients for an additional Service Fee. **UPIC** is a registered service mark of **The Clearing House Payments Company L.L.C.**

How Does UPIC® Service Work? **UPIC® Service** permits Credit Entry payments to be received with greater security through the ACH Network without affecting existing ACH payment capabilities or customer instructions. A **Universal Payment Identification Code** (UPIC) number is a unique Account identifier that looks and acts like a genuine deposit account number on ACH payment transactions. Your UPIC number replaces your Account number on your ACH payment transactions record, making it a more secure way to publish your electronic payment receipt instructions.

- You can issue your UPIC number as part of your ACH payment receipt instructions on your website or invoices without exposing your actual Account information.
- Your UPIC number can be used only in conjunction with the designated universal routing/transit number (the URT) for your receipt of ACH Credit Entry payments to your Account. Your UPIC number cannot be used to initiate an ACH Debit Entry to your Account. Any ACH Debit Entry using your UPIC number that would be received by the Bank would be blocked.
- The UPIC number does not replace your Account number with us. The UPIC number is used instead of your Account number on your ACH payment receipt instructions to your customers, clients, or other payors. Your UPIC number will be linked to your designated Account number. On our systems, only authorized employees of the Bank can view and maintain your UPIC information.
- **No system changes are required for you to use a UPIC number.** The UPIC number and the URT look and act like real account information and are designed to work with payment, accounting, and cash management systems.

If you complete and deliver to us your **Information Reporting and Electronic Payments Service Request**, then the Bank, as a UPIC Participant, will obtain your UPIC number from the Clearing House. Your UPIC number is portable and remains with you even if your Account number or banking relationship were to change.

After you have enrolled in **UPIC® Service** with us, as a UPIC Participant we will obtain your UPIC number and URT from the Clearing House and provide them to you for your use in your obtaining your ACH Credit Entry payments to your Account for receipt of payments through **UPIC® Service**. You can deliver your URT and UPIC number to your customers, clients, and other Payors for them to use to initiate their ACH Credit Entry payments to your Account using the URT and your UPIC number (a UPIC Credit Entry). The Payor's bank processes the Payor's ACH file and UPIC Credit Entry and routes it to the Electronic Payments Network (operated by the Clearing House) which then translates the UPIC Credit Entry information to us for our processing as a Credit Entry to your Account.

Your use of **UPIC® Service** is subject to and governed by the terms and provisions of this Master Agreement, the ACH Rules, the EPN Rules, the EPN Operating Rules, and any rules adopted by any applicable local or State ACH association, as any of these rules may be amended from time to time.

For additional information concerning UPIC® Service and to request that we establish UPIC® Service on your Account, please communicate with your UMB Treasury Management Services Representative.

'Virtual' Vault Services

The Services. With our '**Virtual' Vault Services** you can make Check and cash deposits to your Account(s) from the convenience of your location(s). You also can obtain cash and coin from your Account(s) and have the cash and coin delivered directly to your locations(s). We have entered into an arrangement with an industry-leading armored carrier service to offer this Service. You also can enter into a separate arrangement with the armored carrier service (that we have approved) to transport your cash and coin. With our **'Virtual' Vault Services** you can reduce the expense of maintaining multiple banking relationships for geographic reasons and reduce employee time and expense of making trips to a bank.

In order to use **Virtual Vault Services**, you must complete and deliver to us your duly executed **Cash Vault or 'Virtual' Vault Service Request** designating the Account(s) that should be debited for your cash purchases and other information that we will need to set up your Service and have arranged for transporting cash. Your Service Request also will designate one or more individuals whom you authorize to place orders for currency through this Service. You will issue, and may suspend or terminate, the user identifications and passwords that your authorized persons must use to place currency orders. It is solely your responsibility to maintain the security of user identifications or passwords for access to access our **'Virtual' Vault Services**.

Items that May Be Deposited. We will accept for deposit only genuine coins and currency issued by The Department of the Treasury of The Unites States of America. We also may accept your Check deposits provided that you comply with the Check deposit preparation requirements set forth in our '**Virtual' Vault Service Description**. We have no obligation to accept foreign or mutilated coins or currency. If we detect any counterfeit or unlawfully altered coins or currency in your deposit, we may forward them to the United States Secret Service and charge your Account accordingly. Checks deposited at a '**Virtual' Vault Service** location will be electronically imaged and presented as a Substitute Check or an image replacement document through our forward collection process to each respective Check's issuing bank. The original Checks that have been electronically imaged and transmitted for deposit will be destroyed.

Preparation of Deposits. All deposits must be prepared in accordance with our '**Virtual' Vault Service Description**. We may refuse to accept, or we may charge Service Fees for handling, any non-conforming deposit. We also may refuse your deposit if the integrity of a deposit bag appears to have been compromised, or if the seal of a deposit bag does not effectively deter access to the contents of the bag. You must declare the actual value of each deposit, and you must not conceal or misrepresent any material fact or circumstance concerning any deposit.

Issuance of Receipt. If you request a receipt at the time of delivery of your deposit to us, the armored carrier delivering your deposit will provide a receipt indicating an amount equal to the amount you indicated on your deposit slip included with your deposit. However, the amount on any receipt will be subject to verification and adjustment by us as described in these terms and conditions.

Crediting Your Account. If your deposit shall have been accepted by us or our approved armored carrier service, then we or the armored carrier service will verify the deposit by opening the deposit bag(s) and counting the coins, currency, and Checks found in the bag(s). Verification of your deposit may not be made until after your deposit has been accepted by us. Your Account will be credited one (1) Banking Day after the day the amount of your deposit shall have been verified by us or the armored carrier service. Until the contents of the deposit bag have been verified and your Account has been credited, our relationship with you with respect to the contents of the deposit bag will be that of bailor and bailee. We will not be responsible for any property included in a deposit bag other than coins, currency, and Checks or other draft Items. You may not be able to view the deposit information concerning your deposit *via* our information reporting tool until two (2) Banking Days after the day on which your deposit bag was picked up by the armored carrier service.

Cash Orders. We will fill your orders for cash and coin ***only*** with coins and currency issued by The Department of the Treasury of The Unites States of America.

Procedures. You must place an order for cash and coin either by using our Interactive Voice Response system or by delivering to us your electronic order file in accordance with our '**Virtual' Vault Service Description.** Your Service Representative will be responsible for placing your order correctly. If you

instead choose to speak with a UMB **Cash Vault Service** associate, you will pay a Service Fee for such personal service.

Payment Order. We will debit your Account for the cash ordered by your Service Representative according to our records on the same Banking Day that your order shall have been shipped.

Verification of Shipment. You will be responsible for verifying each cash shipment that you receive from us in accordance with our '**Virtual' Vault Service Description**. We will not honor a claim you make with respect to a shipment of coins or currency unless your claim were made in accordance with the terms of our '**Virtual' Vault Service Description** including, but not limited to: (a) you must notify us by telephone within twenty-four (24) hours of your receipt of the cash shipment of any discrepancy between the amount of your order and the amount of the cash shipment, and you must deliver your written claim for such discrepancy within five (5) Banking Days after the cash shipment was delivered to you; (b) your claim has been verified in a manner acceptable to us; and (c) you must not have concealed or misrepresented any material fact or circumstance concerning the shipment. If you were to discover a discrepancy in a cash shipment prior to opening the shipment bag, then you must return the shipment bag to us immediately without opening the bag. If you were to discover a discrepancy only after the shipment bag has been opened, then you must report the discrepancy to us as prescribed in the paragraph on **Discrepancies and Notices of Dispute** below. You must retain until further instruction from us any cash shipment bag, seal, tag, or strap of any cash shipment of a questionable nature or in which a difference was found. We will have a reasonable time in which to investigate any discrepancy that you report to us, and we will promptly communicate our findings to you.

Transporting Cash. You must use an armored carrier company to deliver to or receive a cash shipment from us using this Service (unless we were to excuse this requirement in our sole discretion). You must contract directly with the armored carrier for cash transportation service and notify us immediately in writing of any change in the armored carrier. We must pre-approve any armored carrier that you select. Your armored carrier acts as your agent and must comply with our **Cash Vault Service Description** and maintain adequate insurance to cover its potential liabilities in connection with your use of this Service.

Discrepancies and Notices of Dispute.

Conclusive Records. In the absence of conclusive evidence to the contrary, our determination and records (or those of our armored carrier service) as to the receipt of any deposit of coin and currency from you, or as to the contents of any shipment of coin and currency to you, will be conclusive and binding on you, and any credit made to your Account will be consistent with our official count. If on your Service Request you request to be notified of cash discrepancies of Five Hundred Dollars ($500) or more, we will notify you promptly by telephone of any such discrepancy.

Notice of Dispute. In order for us to investigate any claim of dispute or discrepancy, you must notify us by telephone within twenty-four (24) hours of your receipt of the cash shipment of any discrepancy between the amount of your order and the amount of the shipment, or of any dispute as to any adjustment that we made to your deposit, and you must deliver your written claim for such discrepancy within five (5) Banking Days after the shipment was delivered to you.

Records Retention. You must retain all records related to any discrepancy in any deposit or shipment of coin and currency either until we tell you that those records may be destroyed or until expiration of ninety (90) calendar days from the date of your notice to us of your claim, whichever occurs first.

Cooperation in Investigations. You must cooperate fully, and must cause your Service Representatives, employees, agents, officers, contractors, and subcontractors to cooperate fully, with us in any investigation of any loss, discrepancy, or dispute relating to the performance and delivery of this Service. If you fail to comply with this obligation of cooperation, then that failure will constitute your release of the Bank from any liabilities, claims, or expenses incurred by anyone in connection with any loss, discrepancy, or dispute relating to our performance and delivery of **'Virtual' Vault Services**.

Risk of Loss. You will bear the risk of loss for your deposit of coins and currency until your armored carrier service accepts your deposit and provides a receipt. For any cash shipment from us to you, you will bear the risk of loss of such shipment upon your armored carrier taking possession of the shipment.

Miscellaneous. In our sole discretion, we may reduce cash orders and/or refuse deposits for control purposes, defer or reverse credits, and/or return deposits in accordance with these terms and conditions. We also may provide any service, take any action, or otherwise perform our obligations under these '**Virtual' Vault Services** terms and conditions through our armored carrier service.

Wire Transfer of Funds Services

The Services. **Domestic Wire Transfer of Funds Service** provides the fastest method by which you can make a final payment to a party on a "real-time" same-day basis. In general, the U.S. wire transfer of funds system is highly reliable and secure. The system is especially beneficial for large denomination Dollar payment transactions. We process Wire Transfers through the Federal Reserve Bank's funds transfer communication network (also known as ***Fedwire***). This system moves money from an account at one financial institution to an account at another financial institution on a "real-time" basis. The network connects all Federal Reserve offices and their member banks. **International Wire Transfer of Funds Service** enables you to send payments in Dollars or foreign currency to the accounts of your beneficiary payees at a number of foreign correspondent banks. Our **Wire Transfer of Funds Services** are more particularly described in our **Domestic and International Wire Transfer of Funds Services Description**.

Transfer Instructions. Your authorized Service Representatives may issue Transfer Instructions to us in accordance with our required procedures and documentation from time to time requesting Wire Transfers. We offer a variety of methods for you to communicate your Transfer Instructions to us including **UMB Direct Service**, oral communication by telephone, and in-person at a Bank branch; however, we will not accept any Transfer Instructions *via* a letter or a facsimile transmission ("fax"). You can select the method(s) of communicating your Transfer Instructions to us on your **Information Reporting and Electronic Payments Service Request**. You can change your method(s) of communicating Transfer Instructions to us from among the options we offer by completing and delivering to us your new replacement **Information Reporting and Electronic Payments Service Request**. All such **Wire Transfer Service Requests** shall be subject to our acceptance. Transfer Instructions may be made according to a specific (non-recurring) Instruction or according to 'standing' (recurring) Instruction. All **Wire Transfer of Funds Service** transactions that you initiate must be in compliance with Applicable Law including, without limitation, your obligation to ***not*** act on behalf of, or transmit funds to or from, any Person or country that has been identified by OFAC as subject to blocking of financial transactions in accordance with applicable regulations and Executive Orders.

Security Procedures. Security Procedures for **Wire Transfer of Funds Service** are described in our **Domestic and International Wire Transfer of Funds Services Description**. Transfer Instructions shall be subject to the Security Procedures that you specify on your **Wire Transfer Service Request**. You represent and warrant to us each time you communicate a Transfer Instruction to us that the applicable Security Procedures are a satisfactory and Commercially Reasonable method of verifying the authenticity of your Transfer Instructions. The purpose of any Security Procedure is to verify the authenticity of your Transfer Instructions communicated to us and not to detect errors in the transmission or content of the Transfer Instructions. You are responsible for taking adequate precautions to detect and prevent errors in the transmission or content of your Transfer Instructions.

Execution of Transfer Instructions. We will endeavor to implement your Transfer Instruction ***if***: (a) we receive the Transfer Instruction and are able to authenticate it using the applicable Security Procedures before the cut-off time that we establish from time to time; (b) the day we receive the Transfer Instructions or the effective date specified is a Banking Day for us and the transmission facility that we select; and (c) you have sufficient collected funds in your Account(s) (as discussed in the "Collected Funds; Payment" section below) to complete the transaction. If you were to transmit your Transfer Instruction for a domestic Wire Transfer to us by **UMB Direct Banking Service**, then you also may view an intra-day report online to determine if your Transfer Instruction has been implemented.

If you were to issue a Drawdown Request to us to instruct another financial institution to debit an account at that institution for credit to your Account with us, then you represent and warrant to us that you have obtained the valid binding consent of any third party having an ownership interest in the account to be debited, and that you are authorized to issue each such Drawdown Request. We retain the right to require you to provide us with written consent of any such third party before we will implement your Drawdown Request.

Collected Funds; Payment.

Collected Funds. If you do not have sufficient collected funds available in your Designated Account to effect your Transfer Instruction, then we will have no obligation to implement that Transfer Instruction. We may, however, in our sole discretion, choose to implement such Transfer Instruction. If we do so, you must immediately pay to us the full amount of any overdraft created in your Designated Account by the resulting Wire Transfer *plus* all overdraft charges incurred as a result of such Wire Transfer. We may, at any time and in our sole discretion and without prior notice to you, require you to have sufficient collected funds available in your Designated Account prior to our processing your Transfer Instruction, even if we have previously implemented Wire Transfers for you when you did not have sufficient collected funds available in your Designated Account. We may debit your Account(s) for Wire Transfers and other Items in any order that we may determine in our sole discretion.

Our Right to Assure Payment. Notwithstanding any other provisions of these **Wire Transfer of Funds Service** terms and conditions or the **Domestic and International Wire Transfer of Funds Services Description**, without prior notice to you, we are authorized to place a hold on funds in any of your Accounts (or in any account at any of our Affiliates which account is owned in whole or in part by you), or to take any other action that we deem appropriate and not violative of Applicable Law to ensure that we receive payment for your Wire Transfers. We may charge any Account (or any account at any of our Affiliates which account is owned in whole or in part by you) for any Wire Transfer. We also may set off against any amount that we owe to you (or any amount any of our Affiliates owes you) in order to obtain payment of any of your obligations to us described in these **Wire Transfer of Funds Service** terms and conditions.

Rejection of Transfer Instructions. We may reject and decline to implement any Transfer Instruction that we receive and that does not comply with our requirements, or the requirements of any wire transfer of funds facility or system that we use, or with these **Wire Transfer of Funds Services** terms and conditions.

Cancellation or Modification of Transfer Instructions. We have no obligation to cancel or modify any Transfer Instruction that we receive. However, we will make a reasonable effort to act on your request to cancel or modify your Transfer Instruction *provided that*: (a) we will be able to verify the request through the applicable Security Procedures; (b) we receive the request before we shall have implemented the Transfer Instruction; and (c) we will have a reasonable time to respond to the request. However, we will have no liability if your request that we cancel or modify a Transfer Instruction were not accomplished. You must reimburse us for any costs that we incur in attempting to cancel, modify, or reverse your Transfer Instruction. In addition, if we provide indemnity to another financial institution or other party in order to induce their compliance with our request of them to cancel, modify, or reverse a Transfer Instruction on your behalf, then you indemnify and hold us harmless for and against any losses, costs, or expenses of any kind that we incur in connection with our indemnity to such other financial institution or party.

Accuracy of and Reliance on Transfer Instruction Information. If a Transfer Instruction or an Incoming Drawdown were to contain a beneficiary name and account number that do not match, then we and any other financial institution may rely upon the account number as the proper beneficiary designation. We and any other financial institution involved in implementing a Transfer Instruction or Incoming Drawdown also may rely on the bank identifying number provided, even if that number were incorrect. You shall reimburse us in full for any loss and expense incurred by us as a result of our reliance on such beneficiary, account, and financial institution information that you provide. We shall not have any obligation to independently determine whether the beneficiary name, account number, bank number, or other identifying number or information on any person, account, or entity refers to the appropriate person, account, or entity.

International Wire Transfers. If your Transfer Instruction results in the transfer of funds from The United States of America to an account in another country, then the following provisions shall govern, as applicable:

Currency Exchange Rate. Each international Transfer Instruction that results in or requires the exchange of one country's currency for another country's currency creates a binding obligation on you separate and apart from your obligations in connection with the respective international Wire Transfer. The currency exchange rate will be that which we establish from time to time. International Transfer Instructions that you submit in Dollars and payable to a beneficiary in a country with a freely convertible currency will be converted to the local currency unless you shall have specified in your Transfer Instruction that the beneficiary's account as a Dollar account. If you incorrectly specify the beneficiary's account as a Dollar account, then the Wire Transfer will be subject to being returned, delayed, or converted without any consultation or otherwise not implemented, and we will have no liability for such occurrence. If an international Wire Transfer were returned to us for any reason, then you will accept the refund in Dollars of the amount of the foreign currency credit, based on the rate of exchange that we have established at that time. A foreign financial institution that returns a Wire Transfer may impose a charge for the returned transaction, which charge will be deducted from the refunded amount.

Submitting International Transfer Instructions. You may submit your Transfer Instruction for an international Wire Transfer to us in the manner described in the **Information Reporting and Electronic Payment Service Request**. You may submit your Transfer Instruction to us for an international Wire Transfer online through our cash management **UMB Direct Banking Service** module, or through our **UMB*fx*sm** platform; however, we also offer our **International Phone Wire Service**.

UMBfx*sm.** Our **UMB*fx* Service Description** provides guidance for use of **UMB*fx. Your comprehensive review of the **UMB*fx* Service Description** and any Supplemental Documentation we provide on **UMB*fx*** is essential to your understanding of your use of and responsibilities in connection with **UMB*fx***.

International Phone Wire Service*.** We also permit you to communicate your Transfer Instructions to us for international Wire Transfers though our **International Phone Wire Service**. You must use the telephone number that we specify for our **International Phone Wire Service**, and ***not the telephone number for our **Domestic Phone Wire Service**. International Wire Transfer transactions conducted by telephone oral communication are subject to the applicable Security Procedures specified in the **Domestic and International Wire Transfer of Funds Services Description**.

Funds Transfer System. Although we generally process and implement Wire Transfers through ***Fedwire***, we may use any Wire Transfer system that we deem reasonable under the circumstances. You agree to be bound by the rules of whichever Wire Transfer payment system that we may use.

Incoming Wire Transfers. We will provisionally credit the amount of an incoming Wire Transfer to the Account specified in the incoming Wire Transfer. Provisional credit does not constitute acceptance by us of the incoming Wire Transfer transaction, and the credit for the incoming Wire Transfer will remain provisional on our system until we shall have received final payment of the funds transferred. We shall have no obligation to accept any incoming Wire Transfer to a closed Account or if the account number specified in the incoming Wire Transfer does not match the account number of any of your Accounts. The **Information Reporting and Electronic Payments Service Request** describes your options for you to receive notice of incoming Wire Transfers to an Account.

Special Limitations of Liability. Liability for Wire Transfers shall be limited only to damages required to be paid under Article 4A of the UCC or Regulation J of the Federal Reserve Board, as applicable, and our liability for loss of interest shall be calculated using a rate of interest equal to the average Federal Funds rate at the Federal Reserve Bank operating in the district where our headquarters is located for the period of time involved. We shall have not have any liability in the event that you fail to report any discrepancy between the Wire Transfer information that we report to you and your records within thirty (30) calendar days from the date such Wire Transfer information that we report to you becomes available to you.

To the extent that you use Integrated Payables Service to initiate your Wire Transfers, then the UMB Direct Banking Service section of this Master Agreement and this "Wire Transfer of Funds Services" section of this Master Agreement are amended and supplemented as follows:

Transfer Instructions for Wire Transfers delivered to us through **Integrated Payables Service** must be transmitted to us by Electronic Communication through a secure file transfer protocol in computer readable

form in compliance with the formatting and other requirements that we specify, and thereafter we will forward your Wire Transfer Payment File Instructions to **Bottomline** for its processing.

Your Transfer Instruction(s) for Wire Transfer to be delivered to us through **Integrated Payables Service** must transmitted to us *via* Electronic Communication through a secure file transfer protocol in computer readable form in compliance with the formatting and other requirements that we specify to the Bank's system. You will access the **Integrated Payables Service** and provide your Wire Transfer Payment File Instructions through the Bank's secure file transfer site (SFT) or *via* a direct computer connection (SFTP) to the Bank's system. You must follow the Operating Procedures described in **Bottomline's *Paymode-X*® User Guide** and supplemental documents that we provide to you from time to time in connection with **Integrated Payables Service** including, without limitation, input formats, delivery deadlines, and confirmation requirements. Wire Transfer Payment File Instructions that we receive after established delivery deadlines will be deemed to have been received by us the next Banking Day.

Your Transfer Instruction(s) for Wire Transfers *must be for domestic Wire Transfers only*. International Wire Transfer transactions *are not permitted* through **Integrated Payables Service** and will not be implemented by the Bank at this time.

Please know that the Security Procedures for the Bank's **Wire Transfer of Funds Services** specified in each of the (*a*) **Domestic and International Wire Transfer of Funds Services Description**, (*b*) **UMB Direct Banking Service Information Reporting and Electronic Payments Service Request**, (*c*) **UMB Direct Banking Service Request; Self-Administration and Service Representative Authorizations**, and (*d*) **UMB Direct Banking User Guides** are *inapplicable* to Transfer Instruction(s) for Wire Transfers delivered to us through **Integrated Payables Service**. *If* you were to elect to initiate your domestic Wire Transfers through **Integrated Payables Service**, *then* you will be deemed to have agreed to the Alternative Security Procedures defined and described below.

The Security Procedures recommended by the Bank for its commercial clients to verify that Transfer Instructions for Wire Transfer (or any communication amending or cancelling a Transfer Instruction) issued by the client (the "***Standard Security Procedures***") require that such Transfer Instructions must be transmitted to the Bank *via* a secure file transfer protocol acceptable to the Bank and include, among other things, a requirement that two (2) of the client's authorized Service Representatives log in to **UMB Direct Banking Service**, each using his/her own unique 'user ID', password, and other login information (together, the "***Security Codes***") in order for such Service Representative to review each Transfer Instruction for Wire Transfer included in any batch of Transfer Instructions and to approve such Wire Transfer(s) on behalf of the client (such Standard Security Procedures requirement is referred as "***Dual Control***"). If all Standard Security Procedures were undertaken and successfully concluded, then the Bank would release funds from the client's Account to execute such Transfer Instructions(s), assuming that the client had sufficient collected funds on deposit in the client's Account to fund the Wire Transfer(s) and that the other requirements of the **Domestic Wire Transfer of Funds Service** and the **UMB Direct Banking Service** terms and provisions of this Master Agreement also were met.

The Alternative Security Procedures do *not* utilize a system of Dual Control that the Bank recommends and that is part of the Standard Security Procedures. We are willing to process those Transfer Instructions that are included in Payment File Instructions that are received by us in an electronic file through **Integrated Payables Service's Bottomline *Paymode-X*®** and purportedly issued by you on your Account(s) on a Transfer Instruction "straight-through-processing" Alternative Security Procedures basis ***only under the following terms and conditions***:

1. **You acknowledge and confirm to us that:**
   (a) after considering (i) your wishes for **Wire Transfer of Funds Service** and for **Integrated Payables Service** that you have expressed to us, (ii) your Wire Transfer circumstances known to us (including the amount, type, and frequency of Transfer Instructions for domestic Wire Transfers that you will transmit to us), (iii) the various Security Procedures for your Wire Transfers that we offered to you, and (iv) security procedures in general use by similarly situated clients and banks, the Standard Security Procedures with Dual Control are commercially reasonable for you;

(b) the Alternative Security Procedures *do not include* a Dual Control requirement, and are less secure and less reliable than the Standard Security Procedures; and

(c) receipt by us of Transfer Instructions for domestic Wire Transfers purportedly delivered by you in Payment File Instructions transmitted to us in an electronic file by **Bottomline**'s ***Paymode-X®*** as described in the **Integrated Payables Service** section of this Master Agreement will constitute your approval of the Transfer Instructions for domestic Wire Transfers included in the Payment File Instructions, and Dual Control verification of any Transfer Instructions for Wire Transfer included in the Payment File Instructions ***will not be required***.

2. By electing to initiate your domestic Wire Transfer transactions through **Integrated Payables Service**, you shall have determined that the Alternative Security Procedures are commercially reasonable for you on your Account for your Transfer Instructions delivered in Payment File Instructions transmitted to us in an electronic file by **Bottomline**'s ***Paymode-X®*** as described in the **Integrated Payables Service** section of this Master Agreement given your circumstances including, but not limited to, the number of domestic Wire Transfers that you transact daily as part of your normal operations, the strength of your internal security controls over your Wire Transfer transactions, and other factors that are relevant to you. You also have determined that the Alternative Security Procedures will facilitate our processing batches of Transfer Instructions for your domestic Wire Transfers received by us and purportedly delivered by you in Payment File Instructions transmitted to us in an electronic file by **Bottomline**'s ***Paymode-X®*** on a "straight-through-processing" basis. Notwithstanding the increased risk to you of these Alternative Security Procedures including, without limitation, the risks described herein, you:

   (a) reject the Standard Security Procedures (including Dual Control) offered by the Bank;

   (b) choose the Alternative Security Procedures for your Account(s) with respect to your Transfer Instructions for domestic Wire Transfers transmitted to us through **Integrated Payables Service**;

   (c) expressly agree to be bound by any Transfer Instruction for domestic Wire Transfer transmitted to us through **Integrated Payables Service** as described herein, whether authorized or not authorized, and purportedly issued in your name to and accepted by us in compliance with the Alternative Security Procedures; and

   (d) hold us harmless from any damages that you and/or we may incur as a result of any such Transfer Instruction for domestic Wire Transfer included in Payment File Instructions transmitted to us in an electronic file by **Bottomline**'s ***Paymode-X®*** being accepted and implemented by us in compliance with the Alternative Security Procedures, regardless of whether such Transfer Instruction was transmitted by you to us in error, was not in fact issued by you, or contained Transfer Instruction errors (*except for* damages that you and/or we may incur as a result of our gross negligence or willful misconduct in our performance of our obligations in connection with our implementing your Transfer Instructions for Wire Transfer that we receive through **Integrated Payables Service** as described in **Bottomline**'s ***Paymode-X®* User Guide** and in this Master Agreement).

3. For avoidance of doubt, the Alternative Security Procedures will be used only in connection with our implementing Transfer Instructions on your Account(s) that we receive through **Integrated Payables Service** as described in **Bottomline**'s ***Paymode-X®* User Guide** and in this Master Agreement. All other Transfer Instructions on your Account(s) that instead are received by us purportedly from you in accordance with the Bank's **Wire Transfer of Funds Services** terms and provisions of this Master Agreement will continue to be verified in accordance with the Standard Security Procedures.

4. The Bank will be under no obligation to continue to accept the Alternative Security Procedures, and the Bank may refuse to continue to offer **Wire Transfer of Funds Service** through **Integrated Payables Service** using Alternative Security Procedures at any time. If the Bank were to determine that it would discontinue accepting the Alternative Security Procedures or discontinue offering **Wire Transfer of Funds Service** through **Integrated Payables Service** using the Alternative Security Procedures, then the Bank will promptly notify you in advance of any such discontinuance (unless the Bank were prohibited from notifying you by any court or governmental authority having jurisdiction over the Bank or your Account(s), or if the Bank, in good faith, were to determine that your Account has been or is being used for a fraudulent or illegal purpose).

Zero Balance Account Service

The Service. With UMB's **Zero Balance Account Service** (also known as "***ZBA Service***") you can maintain multiple Accounts to process your daily business operations and consolidate your Account balances at the end of each day into one master Account. Collected funds can be transferred daily to and from a master Account, and secondary Accounts can be reduced to zero balance or to a specified target collected balance. Zero Balance Accounts can control funds across your multiple Accounts for your various locations, divisions, or accounting functions. **Zero Balance Account Service** can enable you to reduce balances in Accounts not using their funds to maximize the potentials of cash, maintain decentralized payment capabilities, and improve efficiency and reduce multiple Account expenses.

In providing **Zero Balance Account Service** to you, UMB will establish one or more of your Accounts as your '***Zero Balance Account(s)***', and a separate Account as your '***Primary Funding Account'***, as you specify on your **Zero Balance Account Service Request**. Through your Service Request you authorize us to transfer funds between your Primary Funding Account and your Zero Balance Account(s) at the end of each Banking Day to cause each Zero Balance Account to maintain a zero balance (or such other target balance that you specify) at the end of that Banking Day.

Account Balances and Transactions. You must maintain at all times in your Primary Funding Account and Zero Balance Accounts sufficient, aggregate, collected funds pay to pay all Service Fees and charges to, and Checks or other Items presented to us for payment from, each of your Zero Balance Accounts and your Primary Funding Account each Banking Day.

If you were to initiate an ACH or other same-day payment transaction from your Zero Balance Account when there are insufficient collected funds in your Primary Funding Account to fund that payment, it may result in delays in our processing that transaction and/or our rejection of the transaction, and also may result in you incurring insufficient funds, negative balance, or other charges.

We will have no obligation to transfer funds from your Primary Funding Account to your Zero Balance Account if that transfer would create an overdraft or exceed the collected funds balance then on deposit in your Primary Funding Account. We will have no obligation to honor any Check drawn on or other payment transaction from your Zero Balance Account if there are insufficient collected funds in your Primary Funding Account. We may, at our option, reverse a transfer of any funds in whole or in part between a Zero Balance Account and your Primary Funding Account and reject Items presented to us for payment against your Zero Balance Account that have not been finally paid if we must reverse a provisional credit to your Account and that reversal reduces the balance of your Zero Balance Account below zero during the next Banking Day.

DEFINED TERMS

"***Acceptable Payee***" means a payee on an Item to be processed by us for deposit to your Account and which payee is listed as an Acceptable Payee on your **Lockbox Service Request**.

"***Account***" means any deposit account that you have established and maintained with UMB Bank, N. A. for business related purposes.

"***Account Analysis***" means the calculation process that is based on balances in your Account(s) and by which we determine any earnings credit to reduce Service Fee(s) that we otherwise would charge to your Account(s).

"***Account Disclosure***" means any pricing schedule or information disclosure that we provide to you in connection with any Account or Service.

"***ACH***" means the automated clearing house funds transfer system governed by the ACH Rules.

"***ACH Network***" means the payment network that is subject to the rules of the National Automated Clearing House Association.

"***ACH Rules***" means the Operating Rules of the National Automated Clearing House Association and any additional rules adopted by any applicable local or state ACH association as those rules may be amended from time to time, and also includes the Operating Rules of the National Automated Clearing House Association as modified by the EPN Operating Rules as any of these rules may be amended from time to time.

"***ACH Service***" means our processing of payment transactions received through the automated clearing house funds transfer system that operates under the Operating Rules of the National Automated Clearing House Association in accordance with this Master Agreement.

"***Addenda Record***" means retrievable information stored electronically that contains supplemental data related to an Entry, as more particularly described in the ACH Rules.

"***Affiliate***" means any other depositary institution or business entity that is a subsidiary of UMB Financial Corporation, or that is owned by, or under common ownership with, or indirect ownership of, the Bank or its Affiliate.

"***Applicable Law***" means all applicable Federal, State, or local laws, executive orders, ordinances, rules or regulations, together with all applicable rules or regulations of any clearinghouse or other authority, in effect from time to time. For example, if an electronic funds transfer were processed using an automated clearing house network, the Applicable Law also would include the rules published by the clearing house association that governs the network, such as the ACH Rules of the National Automated Clearing House Association.

"***ARC Entry***" means a single-entry ACH Debit used by Originators for conversion of a Check received by the U.S. Mail or at a drop box location for payment of goods or services, as defined more particularly in the ACH Rules.

"***ARP***" means our **Account Reconciliation Services** as described in its section in this Master Agreement.

"***Authorization***" with respect to a Debit Entry involving a consumer's account means a written agreement signed or similarly authenticated and pursuant to which the Receiver authorizes you to debit the Receiver's account at a financial institution. "***Authorization***" with respect to action undertaken by us in processing your ACH Entries means an Instruction provided by your Service Representative or Authorized Signer, or in the case of a Third-Party Service Provider, by such Third-Party Service Provider's Service Representative.

"***Authorized Signer***" means an individual who has been designated (by name and title of authority in your company) by your **Organization Resolutions and Agreement** (or other resolution or organizational document that you have provided to and that has been accepted by us), and by which any business or governmental authority could reasonably conclude that such individual is duly authorized to act on your behalf to authorize your entering into this Master Agreement, and to execute and deliver any Service Request in connection with your obtaining or using any Service. Your Authorized Signer has the authority to appoint and designate, and shall have authority over, your Security Administrator(s) and your Service Representative(s).

"***Bank***" means **UMB Bank, N. A.**, a national banking association and subsidiary of UMB Financial Corporation.

"***Banking Day***" for the purposes of this Master Agreement and Supplemental Disclosures means any Monday through Friday except for holidays observed by banks or any day that is not a business day for the applicable Federal Reserve Bank or any other third-party Treasury Management transaction processors that we use.

"***BOC Entry***" means a single-entry ACH Debit used by Originators for conversion of a consumer Check received at a point of purchase or at a manned bill payment location to effect an electronic transfer of funds from an account of the Receiver through subsequent conversion to an ACH Debit Entry during back office processing, as defined more particularly in the ACH Rules. This type of Entry is used for non-recurring, in-person (*i.e.*, at point of purchase) Entries for which there is no standing ACH Entry authorization.

"***Bottomline***" means **Bottomline Technologies (de), Inc.**, the company that serves as the vendor contractor to the Bank in its providing **Integrated Payables Service** to clients.

"***Card***" means a debit or credit card, as the case may be.

"***Card Association***" means any payment network used by a Payor to submit a Card payment to you through the Service, and may include MasterCard™, *Visa*™, Discover™, American Express™, or any other branded payment Card network mutually agreed to by the parties.

"***Check***" means a check, draft, or other paper order for the payment of money.

"***Check 21 Act***" means the Check Clearing for the 21st Century Act, 12 U.S.C. §§ 5001-5018, as amended.

"***Clearing House***" means **The Clearing House Payments Company L.L.C.**, operator of the Electronic Payments Network (EPN)."

"***Commercially Reasonable***" means, given the facts of a specific transaction, that a person or entity acted and performed its obligations in connection with that transaction in a manner that other similar persons or entities would have acted and performed with regard to the applicable systems, technologies, practices, and procedures that effect such transactions. Whether a particular system, technology, practice, or procedure is commercially reasonable may change over time. Whether a Security Procedure is commercially reasonable is a question of law governed by Article 4A, "Funds Transfers", of the applicable UCC.

"***Confidential Information***" means any information related to your Account(s) or to any Service including, without limitation, Service Requests, security information, Identification Codes, security devices, imaged Items, our business processes, and this Master Agreement.

"***Credit Entry***" means an Entry for the transfer of money to the account of a Receiver. The term Credit Entry also may include the term Same Day Credit Entry wherever it may be applicable in this Master Agreement.

"***Customer Information***" means all information that the Bank receives from you concerning your customers' names and addresses or lists of customers or applicants to be provided to the Bank in connection with the Services, accounts owned by your customers, and other customer data.

"***Debit Entry***" means an Entry for the withdrawal of money from an account of a Receiver. The term Debit Entry also may include the term Same Day Debit Entry wherever it may be applicable in this Master Agreement.

"***Deposit Account Agreement***" means UMB's "***Important Information Regarding Your Deposit Accounts***" agreement with its clients (also known as the Account Agreement), as it may be amended from time to time.

"***Designated Account***" means an Account that you have designated in your **Image Cash Letter Service Request** as an Account into which you wish to deposit your Substitute Checks, or an Account that you have designated in your **Wire Transfer Service Request** as an Account from which Wire Transfers may be made.

"***Disclosing Party***" means a party to this Master Agreement that provides Confidential Information to the Receiving Party.

"***Dollar***" means a U.S. Dollar, the official currency of The United States of America.

"***Drawdown Request***" means a Transfer Instruction that instructs another financial institution to debit an account at that institution and transfer the debited funds from that account to your Account.

"***Electronic Communication***" means any encrypted or unencrypted electronic mail communication transmission or other digital transmission of information, or other electronic facsimile transmission (*e.g.*, telecopier/"fax").

"***Entry***" means any Credit Entry, Debit Entry, or any other type of Entry as defined in the ACH Rules.

"***EPN***" means the Electronic Payments Network operated by and as a facility of the Clearing House.

"***EPN Operating Rules***" means the rules adopted by the Clearing House to govern Entries transmitted through the EPN and includes the ACH Rules as modified by the EPN Operating Rules, as any of those rules may be amended from time to time.

"***EPN Rules***" means the Rules of the **Electronic Payments Network Governing the Universal Payment Identification Code (UPIC)** as published by the Clearing House, as such rules may be amended from time to time. The issuance, transfer, use, and cancellation of UPICs by the Clearing House are governed by EPN Rules.

"***Exposure Limit***" means any limit that we establish from time to time on the aggregate amount of ACH transactions or the amount of any particular type of Entry that may be outstanding on your behalf at any time.

"***Exception Item***" mean any Check or other Item that does not match the criteria in a Master Issue File.

"***Exception Report***" means the report of information concerning Exception Items that we provide to you each Banking Day during which Exception Items are received by us.

"***File***" means a group of Entries as more specifically described in the ACH Rules.

"***Hosted Payments Website***" means the website hosted by the Bank (or by our Third-Party Service Provider) that allows Payors to make payments to their account with you and to obtain information and conduct other

transactions permitted for Payors with our **Online Payments Solutions Service**. The term "***Hosted Payments Website***" *does not include* the website that you operate (directly or through your Third-Party Service Provider) at which your customers may enter payment information if you use the *Web Services* option.

"***Identification Code***" means any "ID", personal identification number ("PIN"), password, code, and any other means (*e.g.*, token) of secure access to any Service that (i) we shall assign to your Authorized Signer(s), Security Administrator(s), or Service Representative(s), or (ii) or your Security Administrator shall assign to your Service Representatives, or (iii) that any such individual shall self–select, for purposes of gaining confidential or limited access to or use of any Service (including access to our **Electronic Data Interchange Service** by your Trading Partner).

"***Incoming Drawdown***" means a Transfer Instruction that we receive from another financial institution to wire transfer funds from your Account to the financial institution initiating the Transfer Instruction.

"***Instruction***" means any instruction that you deliver to us whether electronically, verbally, or written requiring us to perform any Service, or to perform any Service in a particular manner, or to implement or undertake any other act in connection with any Account, Service, or this Master Agreement.

"***Intellectual Property***" means any technical information, user manual, know-how, software, system, process, or design (belonging to the Bank or otherwise) that we shall use in connection with any Service.

"***International ACH Transaction***" or "***IAT Entry***" means a Debit Entry or Credit Entry that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of The United States of America, as more specifically defined in the ACH Rules.

"***Item***" means any Check or other order for the payment of money.

"***Lockbox***" means a post office box provided by the U.S. Postal Service, identified by a number, and obtained by us in connection with a **Lockbox Service**.

"***Master Issue File***" means the electronic file compiled by us in connection with our **Positive Pay Services**, and which includes information that you provide to us each Banking Day concerning your issued Checks.

"***Master Agreement***" means this **UMB Treasury Management Services Master Agreement** (as it may be amended, modified, or supplemented from time to time) together with all applicable Service Requests and all Supplemental Documentation.

"***Mobile Device***" means any 'smart' phone, tablet, or other wireless telephonic device capable of connecting with and transmitting data on the Internet, and utilizing such hardware and software that can scan, produce, and transmit a sufficiently legible electronic image of a Check in order for the Bank to process and perform collection of the Check, create a Substitute Check, image replacement document, and/or or an ACH File, and that the Bank shall determine meets the requirements of Check 21 and the Bank's **Mobile Deposit Service**, and that provides all additional services necessary to properly electronically communicate and interface with the Bank's check clearing systems and applications.

"***ODFI***" means an originating depository financial institution as defined in the ACH Rules.

"***OFAC***" means the U. S. Department of Treasury Office of Foreign Assets Control or any other U.S. agency that assumes the functions of that office.

"***Operating Procedures***" means any of the procedures that your Service Representatives must follow in order to properly access, engage, and perform the cash management functions of the respective Services for which we have published such Operating Procedures. Operating Procedures for any Service are included in the respective Service's User Guide and/or in other Supplemental Documentation issued for such Service.

"***Originator***" means a party that has authorized an ODFI or a Third Party Sender to send, for the account of that person, a Credit Entry to the account of a Receiver in order to effect payment from that person to the Receiver, or a Debit Entry to the account of a Receiver in order to obtain payment from the Receiver to that person, as more fully described in the ACH Rules. The Originator is the party with whom a Receiver has a contractual relationship, and the party to or from whom funds are ultimately owed in connection with the transaction producing the ACH Entry.

"***Paid File***" means the File provided to you each Banking Day if you select *Reverse Positive Pay Service* and which shows all of your Checks presented to us on that Banking Day.

"***Payment Account***" means the Account designated by you on your applicable Service Request or otherwise for payment of Service Fees for a Service that you use.

"***Payment File Instructions***" means your electronic file of **Integrated Payables Service** Instructions that you send to us by Electronic Communication through a secure file transfer protocol in computer readable form in compliance with formatting and other requirements that we specify to you.

"***Payor***" means your consumer or commercial customer or donor who wants to send a payment to you that will be processed through your Service, or who tries to obtain information regarding their account with you.

"***PCI-DSS***" means the applicable payment card industry data security standards and, if the Card is *Visa*™ branded, also includes *Visa*'s Cardholder Information Security Program.

"***Person***" means, as the context requires, any individual, firm, corporation, partnership (including, without limitation, any general partnership, limited partnership, or limited liability partnership), limited liability company, joint venture, business trust, association, organization, or other legal entity other than a party to this Master Agreement.

"***POP Entry***" means conversion of a Check received at a point of purchase or manned bill payment location to effect a transfer of funds from an account of the Receiver of an ACH Entry, as more specifically defined in the ACH Rules. A POP Entry is similar to a BOC Entry except that with POP Entries, the Check is generally converted to an ACH Entry at the point of payment and not during subsequent processing. POP Entry is used for non-recurring in-person (*i.e.*, at point of purchase) Entries for which there is no standing ACH Entry authorization.

"***Privacy Requirements***" has the meaning given to it in Section 13(c) of the **AGREEMENT for SERVICES** section of this Master Agreement.

"***Product Description***" (also called a "***Service Description***") means the respective descriptions and Operating Procedures that we provide to you in connection with a Service in which you enroll, and which descriptions and Operating Procedures also may be included in any Supplemental Documentation for that Service.

"***RCK Entry***" means a re-presented check Entry involving a check drawn on a consumer account in an amount less than $2,500 that was previously returned for insufficient funds, uncollected funds, or similar reason that you want to collect through the ACH network, as more specifically defined in the ACH Rules.

"***RDFI***" means a receiving depository financial institution as defined in the ACH Rules.

"***Receiver***" has the meaning given to it in the ACH Rules.

"***Receiving Party***" means a party to this Master Agreement that receives Confidential Information from a Disclosing Party.

"***Regulation E***" means regulations adopted by the Federal Reserve Board in 12 C.F.R. Part 205 (as amended from time to time) that implement the Federal Electronic Fund Transfer Act in 15 U.S.C. Section 1693 *et seq*.

"***Same Day ACH Service***" means the same day processing of ACH payments as permitted and prescribed by Section 8.84 of the ACH Rules. **Same Day ACH Service** provides Originators with the option of sending Same Day Credit Entries and/or Same Day Debit Entries to accounts at any RDFI.

"***Same Day Credit Entry***" means a Credit Entry for the transfer of money to the account of a Receiver by Same Day ACH processing and settlement on the same Banking Day, and which Credit Entry is eligible under and transmitted in accordance with the provisions of Section 8.84 of the ACH Rules.

"***Same Day Debit Entry***" means a Debit Entry for the withdrawal of money from the account of a Receiver by Same Day ACH processing and settlement on the same Banking Day, and which Debit Entry is eligible under and transmitted in accordance with the provisions of Section 8.84 of the ACH Rules.

"***Scanning Equipment***" or "***Scanning System***" means any hardware and/or software provided by a third-party vendor that scans and produces a sufficiently legible electronic image of a Check in order for the Bank to process and perform collection of the Item, creating a Substitute Check, image replacement document, and/or or an

ACH File, and that we shall determine meets the requirements of Check 21 and those of the respective Service, and that provides all additional services necessary to properly electronically communicate and interface with the Bank's check clearing systems and applications.

"***Security Administrator***" means an individual that your Authorized Signer appoints on your Service Request or other such document that your Authorized Signer executes and delivers to us, and which individual shall have the authority to designate functional responsibilities and specific authority levels to your Service Representative(s) in connection with your use of a Service, to assign and revoke Identification Codes, and take other action(s) necessary to administer the security aspects of a Service on your behalf.

"***Security Procedure***" means a procedure described in a Service Request or in Supplemental Documentation for a Service, and which procedure would be used by you and us to verify that an Instruction has been sent to us by your Authorized Signer, Security Administrator, or Service Representative, as the case may be and as circumstances may require, and which has been duly authorized by you.

"***Service***" means any Treasury Management Service that we offer including, without limitation, such services as ACH, Wire Transfer, Account Reconciliation and other information services, Lockbox Services, and other cash management services described in the Master Agreement or Supplemental Documentation.

"***Service Description***" (also called a "***Product Description***") means the respective descriptions and Operating Procedures that we provide to you in connection with a Service in which you enroll, and which descriptions and Operating Procedures also may be included in any Supplemental Documentation for that Service.

"***Service Fee***" means any fee that we establish from time to time for our providing a particular Service to you and that shall be applicable in connection with your use of the respective Service.

"***Service Representative***" means an individual who has been appointed by your Authorized Signer or your Security Administrator in your Service Request or such other documentation that your Authorized Signer or Security Administrator shall have executed and delivered to us, and which individual has been so authorized by you to provide Instructions to us and to otherwise act on your behalf in connection with a particular Service.

"***Service Request***" means a document that we issue and which, when completed as necessary by you, will effect your written request that we provide and perform your specified Treasury Management Services for you, and which document would be executed by your Authorized Signer. Any Service Request identified in this Master Agreement may be a component of a compilation of your requests for Treasury Management Services known as "Business Automation Workflow" (as it may be amended or otherwise identified from time to time).

"***Settlement Date***" means the date on which an exchange of funds with respect to an Entry is reflected on the records of the Federal Reserve Bank of Kansas City or other applicable Federal Reserve Bank.

"***Signature Card***" means UMB's forms of **Organization Resolutions and Agreement** and **Commercial Deposit Account Signature Card**, each of which is required to establish a commercial deposit account with the Bank.

"***Substitute Check***" or "***image replacement document***" has the meaning as used in Subpart D of 12 CFR Part 229, and generally means a paper reproduction of an original Check that you receive, that contains an image of the front and back of the original Check, bears an original MICR line, conforms to the paper stock, dimensions and other requirements established from time to time by the Federal Reserve Board, and is suitable for automated processing in the same manner as the original Check, with the required legend affixed as required for a substitute check.

"***Supplemental Documentation***" means any supplemental information and/or documentation that we may provide to you from time to time with respect to any Service including, without limitation, all Service Requests, Product Descriptions, Service Descriptions, Instructions, Operating Procedures and User Guides, and system specifications. The term Supplemental Documentation does not include correspondence or other documentation that you provide unless you and we have separately executed such other document and stated therein that it is part of this Master Agreement.

"***TEL Entry***" means an Entry initiated by an Originator in response to a consumer's verbal authorization (which includes the consumer's banking information) delivered *via* telephone to transmit a single Entry ACH debit to the consumer's account to collect payment for goods or services, and as such term is more specifically defined in the ACH Rules.

"***Third-Party Sender***" means a Person that performs functions related to the origination of ACH Entries on behalf of another business organization, and as such term is more specifically defined in the ACH Rules.

"***Third-Party Service Provider***" means any third-party service provider Person (such as a payroll processor) that you retain to assist you in preparation or transmission of Files or Entry information to us or to an ACH Operator. Your Third-Party Service Provider is ordinarily identified on your Service Request with us.

"***Trading Partner***" means a Person with which you transact business and with which you exchange EDI data as specified in your Supplemental Documentation with us.

"***Transfer Instruction***" means an Instruction to execute a Wire Transfer or a Drawdown Request, and which may include Instructions for a specific (non-recurring) Wire Transfer or recurring Wire Transfers or batches of Instructions for Wire Transfers in an electronic file of Instructions.

"***UCC***" means the Uniform Commercial Code as adopted by the State in which the principal office of the Bank at which you maintain your Account is located.

"***UMBfx***" means our internet based International Wire Transfer origination system.

"***UPIC***" or "***Universal Payment Identification Code***" means a unique number that identifies both the Bank and an eligible Account maintained at the Bank.

"***UPIC Entry***" means (a) a Credit Entry that, when transmitted by an Originator, an ODFI, or an ACH Operator other than EPN, identifies the Credit Entry as a UPIC Entry by use of the URT in the Receiving DFI identification field and that, when transmitted by EPN to an RDFI, is identified as a UPIC Entry by use of a code in the company directory data field of the company/batch header record of the ACH Format (a "***UPIC Credit Entry***"); *or* (b) a return Entry (a "***UPIC Return Entry***") or a reversing Entry (a "***UPIC Reversing Entry***") that is related to a UPIC Credit Entry.

"***UPIC Participant***" means a Participating DFI (defined in the ACH Rules) of the EPN that has satisfied the requirements of the EPN Operating Rules. The Bank is a UPIC Participant.

"***URT***" means the unique routing number (0210 5205 3) assigned to EPN as agent for the UPIC Participants and that identifies an Entry as a UPIC Entry.

"***User Guide***" means any of the documents so titled that we deliver to you in connection with a Service that requires detailed step-by-step instructions that your Service Representatives must follow to successfully access, engage, and use any application or system of the respective Service for which we have published a User Guide, such as **UMB Direct Banking Service**. A User Guide for a Service may be included in the respective Service's Product Description/Service Description and/or in Supplemental Documentation for such Service.

"***Web Direct***" is the access method to our **Online Payment Solutions Service** described above.

"***WEB Entry***" means an Internet-initiated Entry used for the origination of Debit Entries (either recurring or single Entry) to a consumer's account pursuant to an authorization obtained from the Receiver *via* Internet, as more specifically described in the ACH Rules.

"***Web Services***" is the Service access method described in the section on **Online Payment Solutions Service**.

"***Wire Transfer***" means a domestic or international electronic transfer of funds (other than a transfer through the ACH Network) through our **Wire Transfer of Funds Service** described above and pursuant to (i) a Transfer Instruction to transfer funds from your Account to an account at another financial institution or to another Account/account of yours, or (ii) a Drawdown Request that you originate in a Transfer Instruction.

AGREEMENT for SERVICES

1. Agreement for Services. Our agreement with you for us to provide any Service to you that you may request shall consist of this Master Agreement, each applicable Service Request, and all of the Supplemental Documentation that we provide to you concerning the requested Service(s). By your executing a Service Request or by your use of any Service you shall have accepted the terms and provisions of this Master Agreement and all applicable Supplemental Documentation for such Service(s). Services involving any of your Accounts also shall remain subject to the Deposit Account Agreement and any applicable Account Disclosures.

2. Requests for Services. To request certain Services, your Authorized Signer must sign and deliver to us the applicable Service Request for the respective Service and appointing your Security Administrator(s) and/or Service Representative(s) (by legal name and title), as the case may be, to act on your behalf with respect to obtaining or modifying the Service. In order to request a Service, you should communicate with your UMB Treasury Management Officer or Relationship Manager assigned to you, either in person, by telephone, or by e-mail. We retain the right to approve or reject any Service Request, or to impose conditions on use of any Service consistent with our banking practices. If you want to add or delete a Security Administrator or Service Representative with respect to any Service, or otherwise change your information, specifications or instructions for any Service, then you must complete and deliver a revising Service Request to your UMB Treasury Management Officer or Relationship Manager for us to implement those changes to your Service.

3. Fraud Detection Services and Safeguarding Your Account. By entering into this Master Agreement you acknowledge and confirm that we have made certain Services available to you that are designed to detect and/or deter Check fraud. While no such Service will be completely effective, Services that we offer will reduce the likelihood that a fraudulent, unauthorized, or altered Check will be paid from your Account. You also acknowledge that failure to use those Services could substantially increase the likelihood that a fraudulent, unauthorized, or altered Check may ultimately be paid from your Account. You agree that if you fail to implement and use any of these Services that we make available to you, or you fail to comply with the provisions of this Master Agreement and your Deposit Account Agreement, you will be precluded from asserting claims against us for paying from your Account an unauthorized, altered, counterfeit, or other fraudulent Item that such Service was designed to detect or deter, and that we will not be required to credit your Account for any such paid Item or otherwise have any liability to you for paying such Items.

4. Appointing Us as Your Agent. By your executing and delivering to us any Service Request, or your using one or more of the Services, you authorize us to take all actions necessary to provide the Service(s) including making transfers of funds to and from your Account(s). You also authorize us and appoint us and our officers, employees, and other representatives as your agent to instruct third parties, accept Instructions from third parties, and to effect all transactions necessary to provide the Service(s) according to your Instructions.

5. Provision of Services; Standard of Care. Certain Services are provided by us in conjunction with one or more of our Affiliates. Our obligations and those of our Affiliates in providing Services to you are limited to those specifically described in this Master Agreement. We and our Affiliates that may provide Services will exercise Commercially Reasonable care in performing our obligations, except as otherwise expressly provided herein. We make no warranty to you, either express or implied, with respect to any Service provided or to be provided hereunder, as further described in Section 21 below.

6. Your Representations and Warranties. By obtaining any Service from us, you represent that the legal entity under which you operate has been duly organized in accordance with the laws of the jurisdiction of its organization, and that each individual that you identify to us as your Authorized Signer, or as your Security Administrator or Service Representative from time to time, is properly authorized to act on your behalf as provided in this Master Agreement and/or any Supplemental Documentation. We shall be entitled to rely at all times on signatures or oral or written Instructions that we receive from an Authorized Signer as your conclusive authority to enter into this Master Agreement and obtain each Service. Each time that you use a Service you also represent and warrant to us that:

(i) you are validly existing and in good standing under the laws of the jurisdiction of your organization;

(ii) your entering into this Master Agreement is duly authorized and that your obligations under this Master Agreement are your legal valid and binding obligations;

(iii) each Authorized Signer, Security Administrator, or Service Representative providing any Instruction to us has the requisite power and authority to act on your behalf;

(iv) you have taken all necessary action to perform your obligations under this Master Agreement and with respect to any Service that you use;

(v) any consent or authorization of any governmental authority or third party required to be obtained by you in connection with this Master Agreement or any Service has been obtained and is in effect;

(vi) the Services are not intended to, and will not, be used by you or any of your representatives for personal,

family, or household purposes (unless otherwise specifically agreed in writing by us);

(vii) you are not acting on behalf of, or transmitting funds to or from, any individual, Person, entity or government authority that is subject to sanctions enforced by OFAC; and

(viii) you are authorized to obtain access to and, if the Service involves the transfer of funds to or from any Account, to transfer funds to or from the respective Account (as applicable) and to otherwise transact business with reference to such Account, whether or not the respective Account is in your name or is associated with your taxpayer identification number.

7. Our Reliance.

(a) In General. We may rely on any resolution, authorization, communication, instrument, document, or Instruction that we, in good faith, believe to be genuine and correct and to have been given, signed, and/or sent by you or on your behalf, and we will not be liable to you for the consequences of any such reliance. We may rely on any Instruction that we reasonably believe to be genuine and delivered by you. This provision does not supersede any Security Procedure applicable to a Service that requires that Instructions be given or confirmed in a particular manner. We will not have any obligation to review any data or information, or to correct any data, information, or Instruction, provided by any of your Authorized Signers, or Security Administrators, or Service Representatives to us. We also will not have any obligation to review or correct any error in any information or data provided to you through any Service.

(b) Security Procedures. Certain Services require that you select a Security Procedure in order to use the Service. By using one or more of the Security Procedures that we offer, you agree and confirm that our Security Procedures are Commercially Reasonable. If you request that your Instructions be confirmed by a Security Procedure that is different from a Security Procedure that we routinely offer to our clients, and we consent to your request, then you agree and confirm that such Security Procedure is suitable and Commercially Reasonable for you given your particular business needs. We may rely without investigation on any Instruction received by us through the applicable Security Procedure. If we follow the selected Security Procedure in acting on an Instruction that we in good faith believe to be your Instruction, you will be bound by the Instruction regardless of whether it was actually authorized by you. We reserve the right to change any Security Procedure upon prior written notice to you and, upon the effective date of such change, the new Security Procedures will become the Security Procedure selected by you. You hereby confirm your understanding that the purpose of Security Procedures is to verify the authenticity of Instructions and is not to detect errors or inconsistencies in any Instruction.

(c) Your Agents. If you authorize any third party to act on your behalf in connection with any Service that we provide to you, then that third party shall be acting as your agent with respect to your specified Account(s), the respective Service, and this Master Agreement. All terms and provisions of this Master Agreement will apply in all respects to your third-party agent, and you will be legally bound by and responsible for all acts, Instructions, and inaction of such third-party agent.

8. Payment Terms and *Account Analysis*. You shall pay us Service Fees applicable to the Service(s) as we will have disclosed to you in our current pricing statement for each respective Service. We may modify any Service Fee by providing prior notice thereof to you in accordance with the provisions of Section 14 below. Any Service Fee is in addition to those fees for banking services or other charges or assessments that your Account may incur as provided in our current pricing statement for commercial deposit accounts. In addition to Service Fees, you also shall pay us for (a) all attorneys' fees and other costs and expenses that we may incur in collecting amounts that you owe us in connection with your Account(s) or any Service, (b) the amount of any taxes (if any) that may be levied or based on your use of any Service including, without limitation, Federal, State, or local privilege, excise, or sales or use taxes (and excluding our income taxes); and (c) third-party expenses incurred by us on your behalf as provided in this Master Agreement or any Supplemental Documentation. No Service Fees will be refunded or prorated if a Service were terminated prior to the end of the applicable billing period.

Service Fees may be offset in whole or in part by applying any earnings credit obtained through ***Account Analysis*** (if applicable to your Accounts). If ***Account Analysis*** applies to your Accounts, then earnings credit would be calculated by us for certain of your Account(s) based on applying a rate (established by us from time to time) to the total of your average collected balances in the applicable Account(s), minus applicable reserves. You will receive an ***Account Analysis*** statement that will disclose the analyzed fees for the applicable period

and the earnings credit earned. Service Fees and other costs payable by you to us that exceed the earnings credit for the applicable period will be debited from your Payment Account on a monthly basis (unless you shall have made other arrangements with us for your payment of Service Fees). If ***Account Analysis*** does not apply to your Account(s), then Service Fees may be debited from your Payment Account when due. You must maintain sufficient funds in your Payment Account to pay all Service Fees as such Service Fees become due.

We also may charge your Account(s) in connection with ACH transactions or services that we are required to accept under applicable ACH Rules, operating circulars, guidelines, or regulations (even if Instructions in your Service Request or that we may receive from your Service Representative(s) do not specifically make exception for such ACH requirements).

9. Cutoff Times; Timeliness of Action. We establish cutoff times for various purposes. Instructions, notices, communications, or other information that we shall receive in connection with your Account and in accordance with Section 14 of this Master Agreement *after* an applicable cutoff time will not be considered received by us until the next succeeding Banking Day. Except as required by Applicable Law, at all times during our performance of any Service for you, or implementing any transaction for any Service, or otherwise performing our obligations under this Master Agreement, we shall have a reasonable amount of time to act on any Instruction or other communication of any kind.

10. Your Records and Review of Account Information. You will retain, and provide to us upon our request, all information necessary to remake or reconstruct any deposit, data transmission, file, or entry for thirty (30) days following the occurrence of any transaction under any Service that you shall use. You must regularly and promptly review and verify all information provided to you concerning each Service that you use including, without limitation, Account statements, electronic or other reports or confirmations, Check payment records, adjustments, charges, ***Account Analysis*** and/or billing statements, and other Service transactions, and you must promptly notify us of any error or discrepancy between your records and any notice or statement that we make available to you, or any transaction or transfer that you believe was not authorized. We will not have any liability of any kind in the event that you fail to notify us and report any discrepancy between your records and information we make available to you within thirty (30) calendar days from the date that we shall make such information available to you. Your failure to notify us of any purported error or unauthorized transaction within that period shall relieve us of any liability in connection with that error or transaction.

11. Security Administration.

(a) Access to Accounts and Services. We will set up access to your Account(s) and selected Services as you have instructed us in your applicable Service Request. Certain Services permit you to identify one or more of your Service Representatives who will act as your Security Administrator for that Service. To change the authority of an individual whom you have designated to have access to a Service, or to add or delete such an individual, you must notify us in writing by execution and delivery of an amended Service Request or another written notice that complies with this Master Agreement. If we were to receive an Instruction from you to establish, modify, or delete access or authority of an individual to an Account or a Service, then we will have no less than one (1) full Banking Day within which to implement your Instruction. We will have no liability for any individual whom you have authorized to have access to an Account or Service for such individual's transactions that occur through that Account or Service prior to the time that we were able to implement your Instruction to change or terminate such individual's access to or authority in connection with that Account or Service.

(b) Your Responsibility. You are solely responsible, and we will have no liability, for any of the following:

(i) every action you take or fail to take in connection with your use of any Service and to establish and implement your internal procedures to safeguard Identification Codes and access to any Service;

(ii) any activity of any kind in connection with your Service(s), including fraudulent activity or corruption of your computer or telecommunications systems, initiated through use of the applicable Security Procedures or Identification Codes that occurs before you notify us of the breach and we have had a reasonable amount of time within which to implement corrective measures;

(iii) all actions or inactions of any individual whom you have designated to us as having authority and responsibility to issue Instructions to us or for delegating authority and access to an Account or Service to other individuals on your behalf, whether or not the individual that you have designated to us is

identified as a Security Administrator; and

(iv) any provision, maintenance, or repair of any equipment, hardware, or software that you use to access any Service.

(c) Notice of Security Breach. You must immediately notify us if you believe that the security of any Identification Codes or any other means of access to any Service or your Account(s) has been compromised, or that any fraudulent activity has occurred with respect to any Service or Account. You must take immediate appropriate action to address any weakness in your internal controls that may have contributed to the breach or insecurity and to cooperate with and assist us to minimize the effects of any such breach or insecurity.

12. Indemnification and Right of Setoff. You hereby indemnify and hold us, our Affiliates, and our and their directors, officers, employees and agents, harmless for, and you shall reimburse us, our Affiliates, and our and their directors, officers, employees and agents for, every cost, loss, damage, claim, liability, tax or expense (including attorneys' fees and expenses, court costs, and other expenses) that we incur in connection with this Master Agreement or Supplemental Documentation or any Service that we provide including, but not limited to, (i) entering into or acting in good faith pursuant to the provisions of this Master Agreement or any Supplemental Documentation, or (ii) honoring and following any Instruction, notice, or other communication that we or our Affiliate or employee or agent may receive from (or shall believe in good faith to be from) you or your Authorized Signer, Security Administrator, Service Representative, or agent, as the case may be. Any claim made by us for indemnification, hold harmless and/or reimbursement will be promptly submitted by us to you in writing along with a summary of the facts constituting the basis of such claim. Upon our notice to you specifying in reasonable detail the basis of our claim for indemnification, reimbursement, or hold harmless, we may set off any amount to which we are entitled under this Section or otherwise relating to any Service or this Master Agreement or any Supplemental Documentation, against any amounts or obligations owed by us to you, whether under this Master Agreement or any Supplemental Documentation or otherwise. Our exercise of this right of setoff will not constitute a breach, default, or event of default under this Master Agreement or under any other agreement between you and us. Neither our exercise of nor our failure to exercise this right of setoff will constitute an election of remedies by us or limit us or any of our Affiliates, directors, officers, employees and/or agents in any manner in enforcing any other remedies that may be available to us under this Master Agreement, at law, or in equity.

13. Confidentiality.

(a) Confidential Information. A Receiving Party will use any Confidential Information obtained from the Disclosing Party only as reasonably necessary in the ordinary course of using or providing the Services in a manner consistent with this Master Agreement and any Supplemental Documentation. All specifications, programs, concepts, and techniques developed or utilized by a party and provided to the Receiving Party in connection with the provision or use of the Services are and will remain the sole property of the Disclosing Party or the property of third parties from whom the Disclosing Party has obtained a license or other right of use. The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and shall limit access to such Confidential Information to its employees and other representatives who require access in the normal course of their duties. If a Receiving Party were to receive Confidential Information in connection with a Service to which Confidential Information such party is not entitled, then the Receiving Party will keep that information confidential, refrain from using the information in any manner, and notify the Disclosing Party promptly and, at the request of the Disclosing Party, return all copies of the information to the extent possible. Each party must notify the other promptly if such party suspects that any of the Confidential Information of the other party has been compromised, disclosed, or used in an unauthorized manner or by an unauthorized individual or Person. Confidential Information of the Disclosing Party will be returned to the Disclosing Party or destroyed upon request of the Disclosing Party upon termination of this Service *except that*, if it is not feasible to return or destroy such Confidential Information to the Disclosing Party, then the Receiving Party will retain the Confidential Information in confidence and subject to these provisions for the period of time required under Applicable Law, at which time the Receiving Party will destroy the Confidential Information in accordance with procedures accepted in the applicable financial services or healthcare industry for destruction of such records. The obligations of a Receiving Party to maintain the confidentiality of Confidential Information of the Disclosing Party shall terminate only upon the completed return of all such Confidential Information to the Disclosing

Party or the completed destruction of all such Confidential Information by the Receiving Party. To the extent that certain other written agreements executed by the parties related to the Services contain more stringent confidentiality provisions than those contained in this Master Agreement, then the provisions of those other agreements will control with respect to the subject matter of those agreements.

(b) Customer Information. All Customer Information will be deemed to be Confidential Information and afforded private and confidential treatment. We will not use Customer Information to solicit business for us or any other Person or individual and, except as otherwise provided herein, we will not disclose, sell, or transfer Customer Information to any other Person or individual, and we will not otherwise use Customer Information for any purpose other than to fulfill the intents and purposes of this Master Agreement.

(c) Privacy Requirements. This paragraph sets forth the Bank's obligation to maintain the confidentiality of certain information that may be provided to the Bank or its Affiliates by you or on your behalf which information must be kept confidential under (i) Section 504 of the Gramm-Leach-Bliley Financial Services Modernization Act (the "***Act***"); (ii) requirements adopted by the Securities Exchange Commission pursuant to Regulation S-P and/or the comparable provisions of other applicable regulations under the Act; (iii) applicable State laws or regulations, as permitted by Section 507 of the Act; and (iv) any amendments or revisions to any of the foregoing (collectively, the "***Privacy Requirements***"). The definitions in Regulation S-P shall apply to capitalized terms used in this paragraph and not otherwise defined in this Master Agreement. If the Bank or its Affiliates were to receive Non-Public Personally Identifiable Financial Information from or on behalf of your customer, then the Bank will maintain the confidentiality of such Non-Public Personally Identifiable Financial Information and not to disclose that information except to the extent that such disclosure is expressly permitted by the Privacy Requirements. Non-Public Personal Financial Information of your customer will not be used by the Bank except as expressly permitted by the Privacy Requirements taking into consideration the purposes for which such information has been provided to the Bank. In the event of any conflicts between the provisions of this paragraph and any other provisions of this Master Agreement or any other agreement between you and the Bank, the provisions of this paragraph shall control. The Bank's obligations under this paragraph will continue until (a) the Bank has returned all Customer Information to you; (b) the Bank has destroyed such Customer Information in accordance with the terms of this Master Agreement; (c) you advise the Bank that the undertaking in this paragraph is either (i) no longer required under applicable Privacy Requirements; or (ii) the obligations created under this paragraph are enforced under a successor agreement. We will notify you within five (5) Banking Days after we discover a violation by the Bank, its employees, or its third-party service providers of this paragraph, and we will cooperate with you in taking any corrective action required under the circumstances.

(d) Permitted Disclosure. This Section does not limit the Receiving Party's ability to disclose Confidential Information of the Disclosing Party (i) with written approval obtain from the Disclosing Party, (ii) to the Receiving Party's attorneys, accountants, auditors, or other professional advisors who are under an obligation to maintain confidentiality of Confidential Information, (iii) that becomes public prior to such disclosure through means other than a breach of this Master Agreement, (iv) that was lawfully in the Receiving Party's possession or available to the Receiving Party without restriction on disclosure by a third party not under an obligation of confidentiality with respect to the disclosed information prior to its receipt by the Receiving Party in connection with a Service, (v) that already has been independently developed by the Receiving Party; or (vi) that is required or requested by a regulatory body to which the Receiving Party is subject, or that is otherwise required to be disclosed by Applicable Law.

(e) Security Measures. Each Receiving Party must implement and maintain appropriate security measures to safeguard Confidential Information that are at least as stringent as the measures used to protect the Receiving Party's own Confidential Information, and in no event may such measures fail to meet commercially reasonable standards in protecting the Disclosing Party's Confidential Information. Such security measures must include protecting against anticipated threats or hazards to the security or integrity of any Payor and payment information, and against unauthorized access to or use of such information that could result in harm or inconvenience to the Disclosing Party or to any Payor, including appropriate procedures for retention and destruction of such information. The Bank will comply with Applicable Law related to safeguarding Confidential Information, and confirms that, at a minimum, the Bank's security measures include, but are not limited to:

(i) designating one or more employees to maintain a comprehensive information security program;

(ii) identifying and assessing reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing Confidential Information, and evaluating and improving, where necessary, the effectiveness of current safeguards for limiting such risks including, but not limited to: (A) ongoing employee (including temporary and contract employee) training; (B) employee compliance with policies and procedures; and (C) means for detecting and preventing security system failures;

(iii) developing security policies for employees relating to the storage, access, and transportation of records containing Confidential Information outside of business premises;

(iv) imposing disciplinary measures for violations of its comprehensive information security program;

(v) developing procedures to prevent terminated employees from accessing records containing Confidential Information;

(vi) overseeing its third-party service providers, by (A) taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect Confidential Information consistent with applicable State and Federal regulations, and (B) requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Confidential Information;

(vii) employing reasonable restrictions upon physical access to records containing Confidential Information, and storage of such records and data in locked facilities, storage areas, or containers;

(viii) regularly monitoring the Bank's information security program to maintain its operation in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Confidential Information, and upgrading safeguards as necessary to limit risks;

(ix) reviewing the scope of its security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Confidential Information; and

(x) documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Confidential Information.

(f) Certification. Upon request of the Disclosing Party, the Receiving Party shall provide a copy of its current information security policy and procedures (which may be in summary form in order to avoid compromising the security processes of the Disclosing Party), written certification of compliance with such policy and procedures and, to the extent available based upon security policy of the Receiving Party, copies of audit reports regarding information security practices of the Receiving Party.

(g) Breach of Confidentiality. You and we recognize that irreparable harm may be caused to the other by improper disclosure of the other's Confidential Information, and any violation of the obligations concerning Confidential Information may entitle the Disclosing Party to seek injunctive relief in addition to, and not in lieu of, any damages to which the Disclosing Party may be entitled. If the Disclosing Party's Confidential Information were disclosed by the Receiving Party in violation of these obligations, then the Receiving Party will provide all reasonable assistance to the Disclosing Party to obtain retrieval of the Confidential Information and will hold harmless and indemnify the Disclosing Party from any claims, actions, or suits that may result from such disclosure of Confidential Information. You and we will promptly notify the other upon any breach of data security that could compromise the other party's Confidential Information and will promptly institute corrective action as may be required under the circumstances. You and we also will maintain as Confidential Information the Service Fees for the Service(s) you elect to use and the provisions of this Master Agreement.

14. Notices and Other Communications.

(a) Required, etc. Except as may be specifically provided in this Master Agreement, all communications and notices to be given by either party to this Master Agreement to the other as required or provided by this Master Agreement must be in writing, directed to the other party's designated office or officer as each party shall identify to the other, and delivered to each recipient party at its address as each party shall specify in writing to the other, and delivered in accordance with this Section (or at such other address or to such other

designated office or officer as a party shall designate to the other in accordance with this Section) either by U.S. Mail, receipted delivery service, or *via* telecopier/fax or "*PDF*" facsimile, or electronic mail transmission ("***e-mail***"). Each party must promptly provide written notice to the other if any relevant contact information were to change. Such notices and other communications will be deemed to have been delivered only if delivered: (i) by U.S. Mail, on the date that such communication shall have been delivered; or (ii) by receipted delivery service, on the date and at the time that such communication shall have been delivered and receipted by the delivery service; or (iii) *via* telecopier/fax or "*PDF*" facsimile to an electronic mail transmission, or e-mail, on the date and at the time that such communication shall have been acknowledged by the recipient electronic mail equipment; ***provided, however***, that we will not be deemed to have received an e-mail, or "*PDF*" facsimile or telecopier/fax electronic mail transmission until we confirm its receipt by returning an e-mail or telecopier/ fax electronic mail transmission to you that specifically addresses the subject matter of your e-mail or "*PDF*" facsimile or telecopier/fax communication. We shall have a reasonable period of time within which to act on any notice or communication that you provide to us including, but not limited to, a notice changing any of your Authorized Signer(s), Security Administrator(s), or Service Representative(s), the authorization limits provided to a specific Authorized Signer, Security Administrator, or Service Representative, or other specific Instructions that relate to any of your Services or Accounts. Your Instructions cannot be in conflict with the terms and provisions of this Master Agreement or the applicable Supplemental Documentation.

(b) Service Fees and Operating Procedures. We reserve the right to change the Service Fees that we charge for any Service or any Service's Operating Procedures upon thirty (30) days prior written notice thereof to you. This notice may be sent to your address specified in our account records or as provided by you to us in accordance with paragraph (a) of this Section, or such notice may be posted at the website that we use to provide the respective Service and that will be available to you once you have signed on to the Service. If you use of the respective Service after expiration of the thirty (30) days advance notice of change in Service Fees or Operating Procedures, then your use of the Service shall constitute your consent to the new pricing and/or procedure(s). Service Fees are in addition to those fees for other banking services included in our Account Disclosures or pricing statement for commercial accounts.

(c) Electronic Communication. If you provide us with an e-mail address or telecopier/fax number for your Authorized Signers, Security Administrators, or Service Representatives, then you shall have agreed that each such Authorized Signer, Security Administrator, or Service Representative may receive information and notices from us *via* such Electronic Communication. You understand that Electronic Communications may be inherently insecure or unreliable due to the possibility of error, delay, or observation or receipt by an unauthorized individual. We may rely in good faith on your Instructions regarding the use of e-mail, e-mail addresses, or telecopier/ fax numbers that we reasonably believe to have been initiated by you through your Authorized Signer, Security Administrator, or Service Representative. You assume all responsibility and risk for the compilation, accuracy, transmission, and delivery to us of all information or data including, without limitation, any Check report or Instruction. We shall have no obligation to ensure the receipt or accuracy of any information or data furnished by you in connection with any Service, and we shall have no obligation to make any inquiry or initiate any investigation regarding the receipt or accuracy of any such information or data.

(d) Telephone Recording. You acknowledge, agree, consent, and confirm on behalf of yourself, your Authorized Signers, Security Administrators, Service Representatives, and your other agents that we may monitor and record telephone conversations between any of our officers or employees and any of your Authorized Signers, Security Administrators, Service Representatives, or other agents at any time without further notice to you, or your Authorized Signers, Security Administrators, Service Representatives, or your other agents, and without further notice to the parties to the conversations. The decision to record any such conversation shall be ours alone and made within our sole discretion, and we will not have any liability to you for recording or failing to record any such conversation.

15. Status of Parties. Except as provided in Section 4 above, and except when we are functioning as your agent in our role of a collecting bank as contemplated under Article 4 of the UCC, "Bank Deposits and Collections", by our performing Services for you under this Master Agreement our relationship to you is that of an independent contractor. Nothing in this Master Agreement will be construed to create any partnership or joint venture between you and us.

16. No Extension of Credit. Neither the terms and provisions of this Master Agreement, any Service Request, or Supplemental Documentation, nor our providing any Service to you will be construed to obligate us to create an overdraft or pay any amount in excess of your collected and available funds in your Account unless we shall have expressly undertaken such an obligation in a written agreement between you and us.

17. Compliance with Law. You must comply with all Applicable Laws in the performance of your responsibilities in connection with the Services that you use including, without limitation, OFAC-enforced prohibitions and requirements that prohibit or limit dealings with certain foreign states or Persons against whom The United States of America has imposed sanctions, all rules and operating guidelines of the Electronic Check Clearing House Organization and the rules that apply to any payment system or network that we use to transfer funds (such as, but not limited to, the ACH Rules or Fedwire rules), the Check 21 Act, and Subpart D of Federal Reserve Regulation C, and similar State laws and regulations, as applicable. You hereby indemnify and hold us harmless, and will reimburse us, for all fines and assessments imposed on us as a result of any alleged violations of Applicable Law by you, your agents, or employees.

18. Advertising. Neither you nor we may engage in any advertising or publicity concerning any Service or any use of any name, logo, trade name, or trademark of the other party without its prior written consent.

19. Our Records. We have no obligation to retain any records in connection with any Service transaction, including records relating to Instructions, for longer than the period of time required of us by Applicable Law. In the event you fail to report any purported error in any Service transaction to us during the period of time within which we are required to retain such records, any attempt undertaken by us in good faith to reconstruct the contents of Instructions will be conclusively presumed to be correct.

20. Exculpation; *Force Majeure*. Unless otherwise expressly required by Applicable Law, we will not be liable (and you hereby release us from liability) for any loss resulting directly or indirectly, in whole or in part, from:

(i) any act, failure to act, or delay in acting on the part of any individual or Person not within our reasonable control, including you or your employees or agents (apparent or otherwise) or anyone else acting on your behalf;

(ii) your negligence or misconduct, or any negligence or misconduct of any of your Authorized Signers, Security Administrators or Service Representatives;

(iii) any inaccuracy or ambiguity (as determined by us in our sole opinion) in any information given to us (including, without limitation, any incorrect, incomplete, or untimely information) by you or any Authorized Signer, Security Administrator, Service Representative, or other Person acting on your behalf;

(iv) any error, failure, or delay in providing any Service, execution of any Instruction, performance of any Service or other instruction caused by any "act of God", act of governmental or military authority, legal constraint, disease, fire, flood, earthquake, windstorm, other natural calamity, war, riot, civil unrest, act of terrorism, labor unrest, strike, lockout, our inability to obtain labor, materials or transportation in a timely manner, any electrical, communication, telecommunication, word or data processing or computer failure or interruption of service (whether hardware, software, or both), or other failure or delay in performance that is not within our direct and reasonable control; or

(v) any other cause or circumstance beyond our reasonable control, whether similar or dissimilar to any of the foregoing.

21. Disclaimer of Warranties; Limitations on Liability.

(a) No Warranty. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO ANY SERVICE INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY OF ANY SERVICE FOR YOU, OR AS TO ANY EQUIPMENT OR SOFTWARE PROVIDED BY US, OR THE COMPATIBILITY OF ANY OF OUR COMPUTER SYSTEMS, SOFTWARE, EQUIPMENT, DATA TRANSMISSIONS, OR COMMUNICATION INTERFACES WITH YOUR COMPUTER SYSTEMS, SOFTWARE, EQUIPMENT, OR DATA TRANSMISSION OR COMMUNICATION INTERFACES. You acknowledge and confirm that the Services are provided by us without any representation or warranty, and that we are not responsible for determining the accuracy, timeliness, or completeness of information provided to us by you or any third party.

(b) Only Actual Loss or Damage. **IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR THIRD-PARTY CLAIMS, OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, OR IN ANY WAY RELATING TO OR IN CONNECTION WITH, THIS MASTER AGREEMENT, ANY SUPPLEMENTAL DOCUMENTATION, OR OUR PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE.**

We and any of our Affiliates shall be responsible only for the actual loss that a court having jurisdiction shall determine had been incurred by you and caused by our or our Affiliate's negligence, fraud, or willful misconduct in our/its performance of our/its obligations under this Master Agreement. These limitations will apply regardless of whether the likelihood of such losses or damages was known or should have been known to us, and regardless of the legal or equitable theory of liability asserted by you. If we are found liable to you with respect to any Service or our provision of any Service, then our liability to you shall not exceed the Service Fees that you incurred for the Service during the preceding twelve (12) month period (*except* to the extent otherwise required by Article 4A of the UCC). If Article 4A of the UCC shall govern the measurement of alleged loss or damage, then we shall be liable only for the loss or damages required to be paid under Article 4A of the UCC or Regulation J of the Federal Reserve Board, as the case may be, and our liability for interest thereon shall be calculated using a rate of interest equal to the average Federal Funds rate for the period involved offered by the Federal Reserve Bank operating in the Federal Reserve District in which our headquarters is located.

22. Miscellaneous Provisions.

(a) Binding Effect. This Master Agreement binds and benefits you and us and your and our respective permitted successors and assigns. We will not be bound by any agreement or representation made by any of our employees or representatives that is in conflict with the terms and provisions of this Master Agreement, unless that agreement or representation is contained in a written agreement or amendment duly executed by us. We will not be deemed to have waived any right or power under this Master Agreement as a result of any delay in our exercising such right, nor will any single or partial waiver or exercise by us of any right or power limit our ability to subsequently fully exercise the right or power or to exercise any other right or power available to us under this Master Agreement. The rights and remedies included in this Master Agreement are cumulative and not exclusive of any other rights or remedies available to us at law or in equity.

(b) Entire Agreement. This Master Agreement represents the complete statement of the agreement between you and us for Services that you use. In the event of any conflict between the terms and provisions of this Master Agreement and those of any Supplemental Documentation, the terms and provisions of this Master Agreement shall control *except that* in the event of any inconsistency between the terms and provisions of this Master Agreement and those of any Service Request duly executed by you and accepted by us, the terms and provisions of that Service Request shall control.

(c) Assignment. You may not assign or transfer any of your rights and obligations under this Master Agreement without our prior written consent. We may delegate any obligation under this Master Agreement to perform Services for you to any direct or indirect subsidiary of UMB Financial Corporation and/or to any appropriate third party as determined by us in our sole discretion. We may provide certain Services through third-party service providers without breaching any of the terms or provisions of this Master Agreement.

(d) Governing Law. This Master Agreement and your and our rights and obligations hereunder will be governed by, construed, interpreted, and enforced in all respects in accordance with the laws of the State in which the principal office of the Bank with which you maintain your Account is located, without regard to conflict of laws principles, together with other Applicable Law.

(e) Venue; Jurisdiction; Service of Process. Any legal action or proceeding relating to this Master Agreement or any Service must be instituted in the courts of the State or the District Court of The United States of America for the jurisdiction in which the principal office of the Bank with which you maintain your Account is located, and you irrevocably submit to the jurisdiction of such court in any such action or proceeding. By using any Service you irrevocably consent to service of any legal process, summons, notice and document issued by or under the jurisdiction of any such court in any such action or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to you at the address you provide for notices and communications in accordance with Section 14 of this Master Agreement.

(f) Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF YOU AND US IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING ANY COUNTERCLAIM) OF ANY TYPE AND AS TO ANY MATTER WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO THIS MASTER AGREEMENT OR ANY SERVICE OR TRANSACTION HEREUNDER.**

(g) Severability. Any term or provision of this Master Agreement or any Supplemental Documentation that may be unenforceable will only be ineffective to the extent of such unenforceable provision without invalidating the remaining provisions of this Master Agreement or Supplemental Documentation.

(h) Changes to this Master Agreement. We may amend, modify, or change any of the terms and provisions of this Master Agreement, as applicable, and as to any Service, or we may amend, modify, revise or change any Operating Procedures or Supplemental Documentation for any Service, at our option, either by (i) posting the revision(s) on our web site and notifying you of the revision(s) when you access the applicable Service; or (ii) by e-mail, U.S. Mail, or other means of delivering notice to you of the amendment, modification, or change in accordance with Section 14 of this Master Agreement. Each amendment, modification, or change will be considered accepted and agreed to by you when you use the respective Service after your receipt or the availability of the notice of the modification.

(i) Termination.

(i) Except as may be otherwise provided in the terms and conditions of a particular Service included above in this Master Agreement, we may terminate any Service that we provide to you without notice to you ***if***: you breach or do not comply with any of the provisions of this Master Agreement or the Deposit Account Agreement or any other agreement, loan arrangement, or other relationship that you have with us; or the representations and warranties that you make with respect to any Service were false; or we were to determine, in our sole discretion, that our continuing to provide the Service to you could create an unacceptable risk of loss to us; or if you were to commence a proceeding under the U.S. Bankruptcy Code or such proceeding were commenced against you.

(ii) We will not knowingly establish or maintain a commercial banking relationship with any Person whose business activities involve an apparent violation of State or Federal law. If we were to determine that this Master Agreement with you violates this policy, then we would terminate this Master Agreement and our relationship with you as expeditiously as possible considering facts and circumstances that may be involved.

(iii) Either you or we may terminate this Master Agreement and cease use of Services at any time by providing thirty (30) calendar days' prior notice of termination to the other. Upon termination of this Master Agreement for any reason, the terms and provisions of this Master Agreement shall continue to apply to all Service transactions that were initiated and all obligations that were incurred by you to us in connection with any Service prior to the effective time of termination of this Master Agreement, and those terms and provisions shall survive termination of this Master Agreement.

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Pricing and Costs
City of Blue Springs, MO

Request for Proposal
Banking Services

April 10, 2024

Lanie Sedlacek
SVP, Treasury Management
816.860.1879
Lanie.Sedlacek@umb.com

Monty Spradling
SVP, Relationship Manager
816.860.8044
Monty.Spradling@umb.com

UMB Bank, n.a.
1010 Grand Blvd.
Kansas City, MO 64106

UMB.com

PRICING

Deposit Balances:

UMB will offer the contractual interest rate to be paid on deposits in the DDA and Automated Repurchase Investment (Repo) Account(s).
Interest Rate calculated at the National Effective Fed Funds rate minus 100 basis points. As of 4/3/2024, this rate would equate to 4.33%.
This rate would extend through the original contract term (5 years) and be renegotiated following the initial contract.

Depository and Treasury Management Service Pricing:

CITY OF BLUE SPRINGS OPERATING ACCOUNT			
Monthly Detail of Services	Volume	Unit Cost	Estimated Monthly Cost
Maintenance Charge-Performance	1	$ 8.50	$ 8.50
Debits	6	$ 0.15	$ 0.90
Credits	155	$ 0.40	$ 62.00
On-US Items	150	$ 0.09	$ 13.50
Non-UMB Items	2,689.00	$ 0.09	$ 242.01
Return Items	2	$ 4.00	$ 8.00
Return Item - Reclear	2	$ 2.75	$ 5.50
Bank Confirmations	1	$ 30.00	$ 30.00
ACH Maintenance	1	$ 10.00	$ 10.00
UMB Direct ACH Module	1	$ 25.00	$ 25.00
ACH Debits	144	$ 0.06	$ 8.64
Electronic Deposits ACH/RTP - ACH Credits	309	$ 0.08	$ 24.72
UMB Direct ACH Payment-sngl appr	14	$ 10.00	$ 140.00
ACH Debits Originated	1,082.00	$ 0.06	$ 64.92
ACH Credits Originated	1,340.00	$ 0.06	$ 80.40
ACH Filter	1	$ 10.00	$ 10.00
Outgo Dom NRP Wire - Online	1	$ 15.00	$ 15.00
LX Monthly Maintenance	1	$ 175.00	$ 175.00
LX LO-Spd Mtchd Sgl OCR Bar Cd.	791	$ 0.15	$ 118.65
LX HI-Spd Matched Single OCR	712	$ 0.12	$ 85.44
LX LO-Spd Unmthd Sgl OCR Bar Cd.	143	$ 0.18	$ 25.74
LX HI-Spd Unmtchd Single OCR	106	$ 0.14	$ 14.84
LX Multiples OCR Bar Code	193	$ 0.22	$ 42.46
Lockbox Address Changes/Charges Per Item	2	$ 0.50	$ 1.00
LX Unprocessable - Corr only	2	$ 0.25	$ 0.50
LX Data Img File Trans Maint	1	$ 100.00	$ 100.00

LX Data Img File Trans Per Rec	1,945.00	$	0.01	$	19.45
LX Data Capture	42	$	0.02	$	0.84
LX Deposit	21	$	0.75	$	15.75
LX Image Online Maintenance	1	$	40.00	$	40.00
LX Img OL Archive 7 YR B&W	4,632.00	$	0.01	$	41.69
LX Document Capture - Per Image	2,813.00	$	0.05	$	140.65
Repo Account Maintenance	1	$	150.00	$	150.00
UMB Direct Monthly Maintenance	1	$	40.00	$	40.00
UMB Direct Tsfr Module Maint	1	$	5.00	$	5.00
UMB Direct Inforpt Prior Detl	1,298.00	$	0.05	$	64.90
UMB Direct Inforpt Curr Day	4	$	3.00	$	12.00
UMB Direct Inforpt Curr Detl	652	$	0.09	$	58.68
UMB Direct Inforpt Prior Day	4	$	1.00	$	4.00
Mailbox File Transmission (EDI)	1	$	15.00	$	15.00
Electronic Mbox REM Items (RPPS)	103	$	0.10	$	10.30
Dep Hndlg Branch - Per Dep	39	$	0.90	$	35.10
Currency Deposited Branch - Per $100	139	$	0.10	$	13.90
Bank Bags		$	-		
Deposit Slips		$	-		

CITY OF BLUE SPRINGS AP CLEARING ACCOUNT					
Monthly Detail of Services	Volume	Unit Cost		Estimated Monthly Cost	
Maintenance Charge-Performance	1	$	8.50	$	8.50
Debits	314	$	0.15	$	47.10
Credits	21	$	0.40	$	8.40
On-US Items	-	$	0.09	$	-
Non-UMB Items	-	$	0.09	$	-
Return Items	-	$	4.00	$	-
Return Item - Reclear	-	$	2.75	$	-
Bank Confirmations	-	$	30.00	$	-
ACH Maintenance	1	$	10.00	$	10.00
UMB Direct ACH Module	-	$	25.00	$	-
ACH Debits	-	$	0.06	$	-
Electronic Deposits ACH/RTP - ACH Credits	-	$	0.08	$	-

UMB Direct ACH Payment-sngl appr	-	$ 10.00	$ -
ACH Debits Originated	-	$ 0.06	$ -
ACH Credits Originated	141	$ 0.06	$ 8.46
ACH Addendas	13	$ 0.05	$ 0.65
POS PAY MAINT	1	$ 55.00	$ 55.00
POSITIVE PAY PER ITM	314	$ 0.08	$ 25.12
ARP RETURN ITEM	2	$ 1.25	$ 2.50
ARP FILE TRANSMISSION (MTHLY)	1	$ 35.00	$ 35.00
IMAGE FILE TRANSMISSION MNTHLY	1	$ 40.00	$ 40.00
IMAGE-PER ITEM DEBITS	316	$ 0.04	$ 12.64
CONT DISB ACCOUNT MAINTENANCE	1	$ 125.00	$ 125.00

CITY OF BLUE SPRINGS COURT ACCOUNT			
Monthly Detail of Services	Volume	Unit Cost	Estimated Monthly Cost
MAINTENANCE CHARGE	1	$ 8.50	$ 8.50
DEBITS	44	$ 0.15	$ 6.60
CREDITS	23	$ 0.40	$ 9.20
NON-UMB ITEMS	57	$ 0.09	$ 5.13
DEPOSIT ASSESSMENT	-	0.12%	$ -
ELECTRONIC DEPOSITS ACH/RTP	35	$ 0.08	$ 2.80
ACH TRANSACTION BLOCK	1	$ 25.00	$ 25.00
POS PAY MAINT-WITH FULL RECON	1	$ 55.00	$ 55.00
POSITIVE PAY PER ITM	44	$ 0.08	$ 3.52
ARP FILE TRANSMISSION (MTHLY)	1	$ 35.00	$ 35.00
ARP VOID-CANCEL ITEM	-	$ 1.25	$ -
IMAGE FILE TRANSMISSION MNTHLY	1	$ 40.00	$ 40.00
IMAGE-PER ITEM CREDITS	23	$ 0.04	$ 0.92
IMAGE-PER ITEM DEBITS	44	$ 0.04	$ 1.76

PRICING

CITY OF BLUE SPRINGS GOLF COURSE ACCOUNT			
Monthly Detail of Services	Volume	Unit Cost	Estimated Monthly Cost
MAINTENANCE CHARGE-PERFORMANCE	1	$ 8.50	$ 8.50
DEBITS	81	$ 0.15	$ 12.15
CREDITS	26	$ 0.40	$ 10.40
NON-UMB ITEMS	8	$ 0.09	$ 0.72
DEPOSIT ASSESSMENT	-	$ 0.00	$ -
ACH DEBITS	47	$ 0.06	$ 2.82
ELECTRONIC DEPOSITS ACH/RTP	34	$ 0.08	$ 2.72
POS PAY MAINT-NO RECON (UNBUN)	1	$ 55.00	$ 55.00
POSITIVE PAY PER ITM	81	$ 0.08	$ 6.48
ARP MANUAL ENTRY-PER ITEM	1	$ 1.25	$ 1.25
POSITIVE PAY EXCEPTION	-	$ 1.00	$ -
UMB DIRECT MTHLY MAINTENANCE	1	$ 40.00	$ 40.00
UMB DIRECT TSFR MODULE MAINT	1	$ 5.00	$ 5.00
UMB DIRECT INFORPT PRIOR DAY	-	$ 1.00	$ -
UMB DIRECT INFORPT PRIOR DETL	187	$ 0.05	$ 9.35
UMB DIRECT INFORPT CURR DAY	1	$ 3.00	$ 3.00
UMB DIRECT INFORPT CURR DETL	157	$ 0.09	$ 14.13
DEP HNDLG BRANCH - PER DEP	23	$ 0.90	$ 20.70
CURR DEPOSITED BRANCH - PER 100	125	$ 0.10	$ 12.50

PRICING

Services	*Description*	*Quantity*	*Proposed Unit Price*

Depository Account Services

Unrestricted Depository Accts - No Transaction Limits

ACCOUNT MAINTENANCE - per month			
Commercial Checking Account		2	$ 8.500
Performance Checking		2	$ 8.500
DEBIT TRANSACTIONS			
Checks / Drafts Paid - First 10,000		315	$ 0.150
Incoming Electronic Debits - First 10,000		182	$ 0.060
CREDIT TRANSACTIONS			
Electronic Deposits (Incoming ACH / RTP Credit)		383	$ 0.080
All Other Deposits (Paper Credits)		215	$ 0.400
Deposited Items:			
On-Us		157	$ 0.090
Non-UMB Items		3,755	$ 0.090
DEPOSITED ITEMS RETURNED			
Standard Return		6	$ 4.000
Automatic Reclear		1	$ 2.750
STATEMENT SERVICES			
Daily Statements - per statement (No Charge for first stmt)		4	$ -
MISCELLANEOUS			
Deposit Assessment (Assessed on average ledger balances)		647,777	0.120%
Bank Confirmations - per items		1	$ 30.000
COIN & CURRENCY			
Branch Cash Services			
Currency Deposited - per $100		346	$ 0.100
Deposit Handling - per deposit		66	$ 0.900

PRICING

Treasury Management Services

INFORMATION REPORTING			
UMB Direct ®			
Maintenance - per relationship, per month	2	$	40.000
Current Day Balance Reporting			
Current Day - Per account, per month	5	$	3.000
Current Day - Per detail record	705	$	0.090
Prior Day Balance Reporting			
Prior Day - Per deposit account, per month	5	$	1.000
Prior Day - Per detail record (deposit and loan)	1,334	$	0.050
Other Services			
UMB Direct Online Wire Initiation Maintenance	1	$	-
UMB Direct Transfer Module Maintenance	2	$	2.500
AUTOMATED CLEARING HOUSE SERVICES (ACH)			
ACH Origination via UMB Direct			
ACH Monthly Maintenance - per account	2	$	10.000
UMB Direct ACH Online Origination Monthly Mnt - per user group	1	$	25.000
Debits Originated	1,063	$	0.060
UMB Direct Payment Batch - Single Approver	11	$	17.500
ACH Origination via Other Transmission Option (FTP, Mainframe, etc.)			
Debits Originated	1,063	$	0.060
Other ACH Services			
ACH Block - per account, per month	1	$	25.000
UMB ACH Filter™ - per account, per month	1	$	10.000
Addenda - per each	13	$	0.050
Return Item Notification			
ACH Return Items - per item	3	$	1.000
ACH Notification of Change - per item	1	$	3.500
LOCKBOX SERVICES			
LOCKBOX			
LX Monthly Maintenance	1	$	175.000
LX Hi-spd Matched Single OCR	987	$	0.120
LX Hi-spd Unmtchd Single OCR	165	$	0.140
LX Lo-spd Mtchd Sgl OCR Bar Cd	611	$	0.150
LX Lo-spd Unmtchd Sgl OCRBarCd	73	$	0.180
LX Multiples OCR Bar Code	231	$	0.220
Unprocessable-Corr Only	4	$	0.250
LX Document Capture-per image	2,931	$	0.050
LX Deposit	19	$	0.750
Data Capture	44	$	0.020
Image Online Maintenance	1	$	40.000
LT Img Ol Archive 7 Yr B&W	4,829	$	0.009
Special Handling Sorting	705	$	-
Data-IMG File TRANS Maint	1	$	100.000
Data-IMG File TRANS-per rec	2,067	$	-
Lockbox Address Changes	2	$	0.500
Lockbox PKG Mail Delivery	50	$	1.000
CONTROLLED DISBURSEMENT SERVICE			
Cont. Disbursement - per account - per month	1	$	125.000

PRICING

ACCOUNT RECONCILIATION SERVICE			
Positive Pay Maintenance - no recons (unbundled)	1	$	55.000
Positive Pay Maintenance - w/ Full Recon	2	$	55.000
Positive Pay - per item	308	$	0.070
Positive Pay Exception Item	3	$	1.000
Positive Pay Payee Line Verification - per item	1	$	0.010
ARP Manual Entry - per item	3	$	1.250
ARP File Transmission - monthly	2	$	35.000
ARP Void/Cancel Item	27	$	1.000
Image Services			
Image File Transmission Monthly	2	$	40.000
Image-Per Item Debits	255	$	0.040
Image-Per Item Credits	18	$	0.040
EDI - ELECTRONIC DATA INTERCHANGE			
TRANSMISSION FEES			
Mailbox File Transmission - per month	1	$	15.000
e-LOCKBOX (RPPS SOLUTION)			
Electronic Lockbox of Consumer Payments:			
Remittance Item - per month	105	$	0.100
AUTOMATED SWEEP SERVICES			
Automated Repurchase Investment Sweep	1	$	150.000

All terms, prices or rates quoted in this proposal (hereafter, the "Proposal Terms") are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. All Proposal Terms quoted are valid for sixty (60) days following customer's receipt, after which they will be subject to change by UMB Bank, N.A. (hereafter, "Bank" or "UMB"). All Proposal Terms are subject to change, at any time and at UMB's sole discretion, due to regulatory or legal circumstances, changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles. Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to UMB's Treasury Management Services Master Agreement (including all agreements, terms and conditions referenced therein), which may be amended from time to time.

Should UMB be awarded the bid, any accounts opened after the initial award is finalized with a resulting contract (the "RFP Contract") will be subject to UMB's standard terms and conditions and not the terms of the RFP Contract *unless otherwise negotiated and mutually agreeable in writing by UMB and the Client*.

Upon the expiration of the initial term as stipulated in the RFP Contract, UMB reserves the right to adjust pricing and/or rates (index and/or end rate) at any time thereafter ("Adjustment of Terms"). Should there be any automatic renewal terms provided for in the RFP Contract, UMB also reserves the right to the Adjustment of Terms in the renewal periods as well (to the extent applicable and provided in the RFP Contract).

Investment Banking Division

Investment Fee Schedule

Effective 01/01/2017

Safekeeping

Receipts (per receipt/month)	$5.00
Pledges/Releases	$12.00

Principal & Interest

Interest	$2.00
Dividends	$2.00
Pay-downs	$5.50
Payment for Securities (Check or Wire)	$50.00

Clearance Services *(Other Broker/Dealers)*

Received or Delivered Vs. Payment (same day)	$50.00
Advance Notification through IB Web	$15.00
Advance Notification on Trades vs. Payment	$25.00

Bond Services

Treasury Tenders	$50.00
Payment for Securities (Check or Wire)	$50.00

Bond Accounting *based on items held*

1 - 50	$50.00
50 -100	$75.00
101 - 200	$100.00
201 and up	$ 125.00

Financial Service Group

Silver Basic Risk Sensitivity Analysis	$1,000.00
Core Deposit Sensitivity Analysis	$200.00
Advantage Core Deposit and Rate Shock Analysis	$1,000.00
Portfolio Rate Shock Analysis	$200.00
Peer Group Comparative Analysis	$100.00
Manual Input of Bank Financial Data	As Quoted
Customized Reporting/File Creation	As Quoted

If you have any questions please feel free to contact your Investment Banking Officer at 866-651-9262.

This communication is provided for information purposes only. UMB Bank, n.a. and UMB Financial Corporation are not liable for any errors, omissions or misstatements.
Products offered through Investment Banking are: NOT FDIC INSURED | MAY LOSE VALUE | NOT BANK GUARANTEED

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 21, 2024 **CONTRACT NO. 2024-048**

SUBMITTED BY: Tom Degenhardt **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving Amendment #2 to Contract 2024-048 in the amount of $65,452.00 with Tandem Paving Co, Inc. for the 2024 Street Program, Project 24-01-03. This amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances.

BACKGROUND/JUSTIFICATION

The City Council approved Contract 2024-048 for the 2024 Street Program, Project 24-01-03 with Tandem Paving Co, Inc. in the amount of $1,891,014.64 on April 1, 2024. The Council approved Amendment #1 to Contract No. 2024-048 in the amount of $1,400,000.00 on May 6, 2024. The contract was prepared using line items for payment. Using a line item contract, each activity to be completed under the contract is described and quantified on a separate line in the bid sheet, and the method of payment is identified. Additional work desired to be completed under this contract but not originally included in specific line items requires an amendment to the contract.

Amendment #1 increased the number of streets to be improved under this contract and created a need for additional bonding cost for the contractor in the amount of $28,000.00. The contractor has included their bonding in the mobilization line item for the original scope. An additional line item is proposed to accommodate additional costs for contractor associated with the amended scope. Add line item #24, Additional Mobilization, payable per 1 lump sum for $28,000.00.

A patch is needed at SE Shamrock Lane and SE Adams Dairy Parkway. The location is on the east side of Adams Dairy Parkway where the street is concrete and deteriorated. The scope of work associated with this patch does not fit within existing contract line items. The depth of the concrete being removed and presence of rebar is unknown. This repair will require additional traffic control, extra excavation to the 14-inch depth, and repair to the surrounding asphalt. The cost for this patch is $37,452.00. An additional line item is proposed to accommodate this repair. Add line item #25, Shamrock Patch, payable per 1 lump sum for $37,452.00.

The total contract increase for the Amendment #2 is $65,452.00.

FINANCIAL IMPACT

Contractor:	Tandem Paving Co, Inc.
Amount of Request/ Contract:	$65,452
Amount Budgeted:	$ 2,050,000
Budget Year:	FY 2023-24

Funding Source/Account #:	310-72000-543100 ST-06	
Account Balance:	$1,035,606.63	Date: 7/5/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 22, 2024	September 16, 2024
Years and Months Contract in effect	**Number of times renewable**
2 months	0

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit "A."

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	On File
Certificate of Insurance:	☒	On File
E-Verify Affidavits:	☒	On File
E-Verify proof of enrollment:	☒	On File
Bond:	☒	On File
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	On File

Wage Order, by reference	☒	Wage Order Number: On File
IRS Form W-9:	☒	On File
Bid/RFP/RFQ: (submit all)	☒	On File
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	On File
Contractor address and email:	☒	Tandem Paving Co, Inc. Attn: C. K. Smith P. O. Box 1417 Blue Springs, MO 64013 617 SE Industrial DR Blue Springs, MO 64014
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING AMENDMENT #2 TO CONTRACT NO. 2024-048 WITH TANDEM PAVING CO, INC. FOR THE 2024 STREET PROGRAM, PROJECT 24-01-03

WHEREAS, OSHA requirements under Section 292.675, RSMo 2009, require:

a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded twenty days to produce such documentation before being subject to removal from the project.

c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo 2009, in all respects as required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs a and b above have elapsed.

e. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;” and

WHEREAS, Not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this Agreement; and

WHEREAS, the City entered into a contract with Contractor with an effective date of April 1, 2024, for $1,891,014.64 for services generally identified as 2024 Street Program, Project 24-01-03, recorded as RES 23-2024; and

WHEREAS, the City amended this contract with Contractor with an effective date of May 6, 2024, for $1,400,000.00 to increase the project budget and add additional street segments, recorded as RES 32-02024; and

WHEREAS, The contract was prepared using line items for payment. Using a line item contract, each activity to be completed under the contract is described and quantified on a separate line in the bid sheet, and the method of payment is identified. Additional work desired to be completed under this contract but not originally included in specific line items requires an amendment to the contract; and

WHEREAS, the Engineering Department requests the approval of Amendment #2 to contract No. 2024-048 in the amount of $65,452.00 with Tandem Paving Co, Inc. for additional bonding costs and a street patch at SE Shamrock Lane and SE Adams Dairy Parkway.

WHEREAS, this amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into Amendment #2 with Tandem Paving Co, Inc., 617 SE Industrial Drive, Blue Springs, MO 64014 for the 2024 Street Program, Project 24-01-03. A copy of the Contract Amendment #2 is attached as Exhibit "A" and incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EFFECTIVE DATE: August 5, 2024	**TERMINATION DATE:** September 16, 2024	**CONTRACT NUMBER:** 2024-048

CITY	**CONTRACTOR**
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	Tandem Paving Co., Inc. P. O. Box 1417 Blue Springs, MO 64013 617 SE Industrial Dr Blue Springs, MO 64014
Attention: Tom Degenhardt	Attention: C. K. Smith, Vice President
Department: Public Works	Phone: 816-215-1876
Phone: 816-228-0121	

AMENDMENT #2 TO CONTRACT NO. 2024-048

THIS AMENDMENT is made and entered into on the 5th of August 2024, between City of Blue Springs, Missouri ("City") and Tandem Paving Co., Inc. ("Contractor").

WHEREAS, the City entered into a contract with Contractor with an effective date of April 1, 2024, for $1,891,014.64 for services generally identified as 2024 Street Program, Project 24-01-03, recorded as RES 23-2024; and

WHEREAS, the City amended this contract with Contractor with an effective date of May 6, 2024, for $1,400,000.00 to increase the project budget and adding additional street segments, recorded as RES 32-2024; and

WHEREAS, The contract was prepared using line items for payment. Using a line item contract, each activity to be completed under the contract is described and quantified on a separate line in the bid sheet, and the method of payment is identified. Additional work desired to be completed under this contract but not originally included in specific line items requires an amendment to the contract; and

WHEREAS, the City of Blue Springs Public Works has requested and/or identified additional services to be performed by Contractor as identified below; and

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree to the following:

Scope amended as follows: The Amendment #1 for this project increased the number of streets to be improved under this contract and created a need for additional bonding cost for the contractor in the amount of $28,000.00. The contractor has included their bonding in the mobilization line item for the original scope. An additional line item is proposed to accommodate additional costs for contractor associated with amended scope. Add line item #24, Additional Mobilization, payable as a lump sum for $28,000.00.

A patch is needed at SE Shamrock Lane and SE Adams Dairy Parkway. The location is on the east side of Adams Dairy Parkway where the street is concrete and deteriorated. The scope of work associated with this patch does not fit within existing contract line items. The depth of the concrete being removed and presence of rebar is unknown. This repair will require additional traffic control, extra excavation to the 14-inch depth, and repair to the surrounding asphalt. The cost for this patch is $37,452.00. An additional line item is proposed to accommodate this repair. Add line item #25, Shamrock Patch, payable per 1 lump sum for $37,542.00.

1. The total contract increase for the Amendment #2 is $65,452.00.

2. Terms of Original Agreement. All other terms and conditions of the original agreement not modified in this or previous Amendments shall remain in full force and effect and be considered incorporated herein as part of the amended agreement.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date set forth in the caption above.

TANDEM PAVING CO., INC

By: _____
Name: C.K. Smith
Title: Vice President

CITY OF BLUE SPRINGS

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
John Mullane, Interim City Attorney

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 24, 2024

SUBMITTED BY: Sheryl Morgan **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt two Resolutions (1) designating Friday, September 20, through Sunday, September 22, as the dates for the 2024 Blue Springs Fall Fun Festival and (2) approving a Memorandum of Understanding for license of Blue Springs Downtown Public Area for Fall Fun Festival.

BACKGROUND/JUSTIFICATION

Blue Springs Code of Ordinances Section 600.340.G – Consumption in Certain Places During Fall Fun Festival – Restrictions requires that the dates for the Fall Fun Festival be designated annually by the City Council by Resolution. The 2024 Blue Springs Fall Fun Festival shall begin on Friday, September 20, 2024, and continue through Sunday, September 22, 2024.

The proposed Memorandum of Understanding (MOU) grants the Blue Springs Chamber of Commerce exclusive use of the public areas within a certain area for operating the Fall Fun Festival. The MOU addresses various operating issues associated with conducting the festival including parking, vendor licensing, trash collection, security, public access, water service and use of public spaces for temporary structures. The MOU was reviewed by City departments to address various operational issues.

The MOU obligates the Chamber to obtain liability insurance and indemnify and hold the City harmless from claims associated with occupancy of the festival grounds. Additionally, the Chamber is responsible for additional security personnel, trash and debris, accessibility, and cleaning of the festival area.

The City agrees to provide festival preparation, police protection, and water supply. Additionally, the City is responsible for providing safety inspections of vendor booths.

The MOU has been approved by the Chamber Board of Directors.

FINANCIAL IMPACT

Contractor:	Blue Springs Chamber of Commerce
Amount of Request/ Contract:	$3,000
Amount Budgeted:	N/A
Budget Year:	FY 2023-24
Funding Source/Account #:	N/A
Account Balance:	N/A Date: Click or tap to enter a date.
Revenue to be Received:	$3,000
Revenue Account No.	100-00000-429100

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 20, 2024	September 22, 2024

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution designating 2024 Fall Fun Festival dates
2. Resolution with Memorandum of Understanding attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Sheryl Morgan***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 53-2024

A RESOLUTION DESIGNATING THE DATES FOR THE BLUE SPRINGS FALL FUN FESTIVAL FOR 2024

WHEREAS, Section 600.340.G, Code of Ordinances, City of Blue Springs, Missouri, states that the City Council shall annually designate the dates of the Blue Springs Fall Fun Festival; and

WHEREAS, the 2024 Blue Springs Fall Fun Festival shall begin on Friday, September 20, 2024, and continue through Sunday, September 22, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The dates for the 2024 Blue Springs Fall Fun Festival shall be Friday, September 20, 2024, through and including Sunday, September 22, 2024.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Resolution No. 54-2024

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BLUE SPRINGS CHAMBER OF COMMERCE FOR THE USE OF DOWNTOWN PUBLIC AREA AND STAFF IN SUPPORT OF THE ANNUAL FALL FUN FESTIVAL

WHEREAS, the Blue Springs Chamber of Commerce holds an annual event called Fall Fun Festival in downtown Blue Springs; and

WHEREAS, the dates for the 2024 Fall Fun Festival are designated as Friday, September 20, 2024, and continue through Sunday, September 22, 2024; and

WHEREAS, the City desires to partner with the Chamber of Commerce in providing this event to its citizens by granting use of public areas to operate the Fall Fun Festival.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into the Memorandum of Understanding with the Blue Springs Chamber of Commerce. A copy of the proposed Memorandum of Understanding is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said Memorandum of Understanding.

Section 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

MEMORANDUM OF UNDERSTANDING FOR LICENSE OF BLUE SPRINGS DOWNTOWN PUBLIC AREA FOR FALL FUN FESTIVAL

THIS MEMORANDUM OF UNDERSTANDING made and entered into this __ day of August, 2024 by and between the **CITY OF BLUE SPRINGS, MISSOURI**, a municipal corporation, the "City", party of the first part, and the **BLUE SPRINGS CHAMBER OF COMMERCE**, 1000 W. Main St, Blue Springs, Missouri, a Missouri corporation, the "Chamber", party of the second part.

WITNESSETH: that the City Council of the City deems it to be in the best interests of the City and its citizens to promote City pride, commerce, and tourism through cooperation with the Chamber, in the production of the Fall Fun Festival, the "Festival". In order to further this purpose, the City hereby grants permission and authority to the Chamber, upon the terms and subject to the conditions of this contract, to use all of the public areas in and around the area generally known as the Downtown Blue Springs, which the City presently owns or controls, and contained within the boundaries as shown on the sketch attached hereto as **Exhibit A**, the "Festival Area", and made a part hereof by reference for the purpose of conducting the Festival from September 20 through September 22, 2024 inclusive.

All activities and operations under this contract shall be conducted in full compliance with the City's Municipal Code, and in the event of any conflict between this contract and the Municipal Code, the provisions of the Municipal Code shall prevail.

SECTION I. In consideration of the granting the use of the "Festival ground," the Chamber, its employees, agents, contractors, vendors, exhibitors, and persons or organizations participating in the operation of the Festival hereby agree and covenant:

A. The Festival Area shall be used only for the purposes of Conducting the Festival, with the following restrictions:

1. Parking Lot - West of City Hall. To allow the public to conduct business in City Hall, the Chamber will post signs and provide security personnel to restrict the use of the parking lot west of City Hall by Festival participants prior to 5:00 PM on the Friday of the Festival opening.

   The Chamber shall provide 90 parking passes for the West lot of City Hall to be used any time during the festival.

2. City Hall Grounds. The Chamber shall not allow the display or use of anything heavier than a total of 5,400 pounds on the City Hall Grounds. Any item over 3,000 pounds per axle shall be prohibited from entering this area.

3. Public Streets and City Parking Lots. The City shall allow the Chamber use of the following public lots for festival attendees:

   a. Public Safety parking lot between Main and Walnut, and between 10th Street and 11th Street
   b. Parking lot on the Northwest corner of Main Street and 10th Street
   c. Street (City Hall)Parking lot on the Northeast corner of Main Street and 10th

d. Vacant city lot on the North side Main Street, between 9th Street and 10th Street
e. Parking lot on the Southwest corner of Main Street and 12th Street
f. Two vacant city-owned lots at the Northwest corner of 10th Street and Walnut Street

The carnival shall not be located on any parcels owned by the City.

The Chamber will neither drill holes nor allow any of its contractors, vendors, or exhibitors to drill holes for anchoring or stabilizing any structure or device in any public street or City parking lot. If the installation or erection of any device, structure or exhibit requires the anchoring or stabilizing of such structure by the drilling of holes in the pavement of the public parking lots, such drilling, shall be done by the City or shall be approved by the City. The Chamber will cooperate with the City in the determination of the best location for the anchors. Additionally, the Chamber will pay an amount not to exceed $15.00 each for the material cost of installing the anchors. Drilling in concrete must be approved in advance on a site-by-site basis by City inspectors. There shall be no drilling in brick work.

4. After such devices, structures and exhibits are removed, the City shall make the necessary repairs to the holes that were drilled and bill the Chamber on a cost of $10.00 per-hole for said repairs. This bill shall include only those holes drilled by Chamber for the current year. Said repairs are to be performed and the Chamber invoiced prior to the end of the calendar year.

5. Only the use of white chalk or paint location markings on asphalt is authorized. Vendor location markings must be visible until inspections are complete.

B. To provide for the conduct of the Festival, **CHAMBER** agrees that:

1. Festival Safety. The Chamber shall provide necessary safety oversight from midnight to 8:00 a.m. each night of the Festival. The Chamber shall assure that the carnival operator provides reasonable and adequate safety personnel, in quantity and during hours of operation, as specified by the Chief of Police.

2. Waste and Wastewater. Chamber shall provide for a system of disposal of waste and wastewater for the Festival Area acceptable to the City. The Chamber shall prohibit all vendors and exhibitors from disposing of waste or wastewater into the storm sewers.

3. Trash and Debris During Festival - Festival Area. The Chamber shall during the Festival, provide daily, enough dumpsters for depositing trash and debris resulting from the Festival and shall further provide for the removal of said trash and debris from said dumpsters daily. The Chamber shall provide, while the Festival is in operation, sufficient personnel for the removal of trash. Liners for the trash containers shall be provided by the Chamber. The

Chamber shall deliver trash containers to the Festival Area prior to the Festival and remove them following the Festival.

4. Trash and Debris After Festival - Festival Area. Trash and debris, including material (screws and other forms of metal fasteners) left after the dismantling of any performance structure, in the Festival Area, including public parking lots and right-of- way, will be removed by noon on Monday following the Festival. The Chamber will be responsible for any damage to public or private property caused by the failure to comply with this provision of the Contract.

5. Electrical Service. The Chamber shall provide electrical service on the Festival Area, subject to the following terms and conditions:

   a. The installation of temporary electrical service on, in, or adjacent to the sections of streets in the Festival Area will only be allowed during the period from Monday, September 2, 2024, through Sunday, September 30, 2024.

   b. The Chamber and the City, through its Community Development Department conducting inspections, will work together to ensure the safe delivery of electrical service to the Festival Area.

6. Accessibility. The Chamber shall do all things necessary to assure handicap access to the Festival Area is maintained, including but not limited to providing Festival staff to monitor the lot. That the Chamber shall provide for handicapped parking in the municipal parking lot located west of City Hall. At least one ADA compliant restroom facility shall be made available at every bank of restrooms.

7. Emergency vehicle accessibility. The Chamber shall maintain booth spacing along streets to allow for clear access for emergency vehicles to enter the fairgrounds area.

8. City Sponsor. The Chamber shall include the name of the City as a sponsor in all media and promotional campaigns the same as any other sponsor. This may include but is not limited to; pre-program publicity; banners, in theme-oriented signage, festival t-shirts, festival programs; and other advertisements.

9. Vendors and Exhibitors Rules and Regulations. All vendors and exhibitors will operate under the rules and regulations as set out in the vendor application including requirements for inspections, hours of operation, parking and vehicle restriction inside Festival Area as outlined. The application is hereto attached as **Exhibit B.** Vendors profiting by sales of items or services will be considered to be a regular vendor of the event and must register and pay the Chamber for booth space, electric, insurance and related costs per the vendor application.

10. Vendor Booth Inspections. The Chamber shall require all vendor booths be inspected by the City and/or Fire District for the purpose of conducting electrical, fire and other safety inspections of vendor booths.

11. Clean Up Carnival Site. The Chamber shall provide the personnel, equipment, and materials necessary to clean the carnival site after the carnival operator has removed all installations and prepared the lot for the street sweeper.

12. Post Festival Clean Up. The Chamber shall provide the personnel, equipment, and materials necessary to clean the Festival area at the conclusion of the Festival event. Final clean-up shall be complete by noon on Monday following the close of the Festival. For purposes of this agreement, satisfactory completion of post-festival cleanup shall mean the removal of trash and debris in City parking lots of the public right-of-way as defined in Sections I (B) (3) and (4). Such cleanup will also include a good-faith effort to remove grease and other food debris from the Festival Area and public right-of-way.

13. Emergency Management Plan. The Chamber shall maintain an Emergency Management Plan (the Plan) for the festival. The Plan shall be considered confidential information and shall not be disclosed to the public or any third party without prior written consent from both parties. The Plan shall be maintained in the offices of the City and Chamber and shall only be accessible to authorized personnel involved in the planning and execution of the event. The Chamber, City and Central Jackson County Fire Protection District staff shall agree upon the Plan prior to the Festival.

C. Compliance With Law:

1. Chamber, vendors, and exhibitors shall use and occupy the Festival Area in a safe and careful manner and shall comply with all applicable municipal, state, and federal laws and rules and regulations pertaining to the carnival, food establishments, exhibits, and temporary structures as prescribed by the City, its employees and agents including those laws or ordinances regarding sale of alcoholic beverages and distribution of pornographic materials. It shall be the responsibility of the Chamber to inspect all temporary installations, tents, other enclosures and structures for suitability and safety. The Chamber shall require any vendor or exhibitor to remove or correct any unsightly or hazardous structure or condition which is so deemed by the City.

2. The City shall have the power to immediately close or prevent the opening to the public of any vendor or exhibitor which may be in violation of federal or state law or City ordinance. The Chamber and its contractors, vendors and exhibitors agree to abide by the decision of the City in this regard and shall not make any claim or bring any action against the City, or its agents or employees, regarding any such action taken by the City.

3. City Inspections During the Event. The Chamber agrees that the City shall have the right to designate certain of its employees or agents as inspectors,

and Chamber agrees that such inspectors shall have the right at any time, and as often as the City may consider necessary, to inspect any property, and services being rendered, any riding devices, shows, displays, food establishments, or any activities of Chamber or the vendors, or exhibitors located on the Festival Area, and Chamber, vendors, or exhibitors located on the Festival Area shall give said inspectors free access to any space used or occupied by them or under their control for the purpose of such inspection and shall, upon request of such inspector, operate or demonstrate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Chamber, vendors, or exhibitors located on the Festival Area, or demonstrate or operate any process or activities being carried on by Chamber, vendors, or exhibitors located on the Festival Area.

4. The Chamber may request inspection services at hours other than the City's normal business hours. City shall be reimbursed for such inspection services for actual personnel costs, with a minimum service charge of (1) hour.

5. Permits and Licenses. The Chamber shall require all contractors and subcontractors of the Chamber to obtain all necessary permits and licenses before providing contracted services at the Festival. The Chamber shall submit a list of all contractors and subcontractors to the Business Services Division of the Community Development Department thirty (30) days before the Festival. The City reserves the right to immediately cease the operations or prevent the operation of any contractor or subcontractor that has not obtained all necessary permits and licenses required by the City. The individual vendors will not be required to obtain business licenses through the City.

6. Parade. The Chamber shall obtain a permit from the Police Department for the parade.

7. All state required permits shall be obtained, and license fees shall be paid prior to use of any device, show, or display or food establishment specifically related to the carnival which are required to be obtained or secured. A city business license is not required.

8. Temporary Health Permits. Food service booths operating during the Festival will not be allowed to open until a Temporary Health Permit is obtained and a satisfactory inspection has been completed.

9. Alcoholic Beverages. The Chamber shall adhere to the Code of City regarding the permitting, sale and location of temporary vendors that sell alcoholic beverages. These vendors must obtain all state and local licenses and shall be restricted to the sale of non-intoxicating or intoxicating beer by the drink, or malt liquor and light wine by the drink as provided for in the Code of the City. Signage must be present at all exits to the Beer Garden

D. Liabilities:

1. The Chamber shall secure from each vendor or exhibitor on the Festival Area, an agreement absolving the City of any liability for theft, loss, or damage to

property of vendor or exhibitor on the Festival Area, irrespective of the cause thereof except for liability arising from any occurrence directly involving the gross negligence or intentional act of an employee or agent of the City. Each such agreement to release and waive all rights and claims against the City, and its agents and employees with respect to such theft, loss or damage shall also include release as to any liability for loss to an exhibit or other installation that results from shutdown by the City. Said agreement shall be substantially in the form included in the vendor application and attached hereto as **Exhibit B.**

2. If the Festival Area, or any portion thereof, during the term of this license, shall be damaged by the act, default or negligence of the Chamber, its employees or agents, vendors, exhibitors, or any occupants and users of the Festival Area. The Chamber shall pay to the City, upon demand, such sum as shall be necessary to restore the Festival Area to its previous condition. The Chamber hereby assumes full responsibility for the character, acts and conduct of all its employees or any person acting for and on behalf of the Chamber.

3. The Chamber shall obtain a Special Event policy for "General Liability and Liquor Liability" insurance coverage for the period of Thursday prior to the Festival through the Wednesday following the Festival with these minimum limits:

Bodily Injury & Property Damage	$1,000,000 combined single limit per occurrence; $2,000,000 annual aggregate
Fire Damage Liability	$100,000

The Chamber shall indemnify and hold harmless the City, and its agents and employees, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon or at the Festival Area (except for any occurrence directly involving the gross negligence or intentional act of an employee or agent of the City), or arising out of the occupancy or use of the Festival Area or any part thereof by the Chamber, its employees or agents, vendors, exhibitors, or any other occupant or user thereof, or occasioned wholly or in part by any act or omission by the Chamber, its employees and agents, and any other occupant or user of all or any part of the Festival Area, and their agents, servants, contractors and employees.

The Chamber, vendors, exhibitors, and those occupants and users of the Festival Area, upon receiving written notice thereof, agree to defend such action or proceeding at its own expense by counsel satisfactory to the City. For this contract, occupants and users shall be limited to those individuals or entities who participate in the Festival by virtue of a contract, license, or agreement with the Chamber. Said definition shall not include members of the public who attend the Festival or individuals who are otherwise on the Festival Area not as a result of any contract, license, or agreement with the Chamber.

4. The Chamber will name the City as an additional insured on all Chamber liability insurance policies. The Chamber will provide the City with a copy of the Chamber's Additional Insured - Owners, Lessee or Contractors' Endorsement for the dates of the festival.

5. Carnival Insurance. Chamber shall acquire and share with the City evidence that the carnival connected with the Festival has liability insurance. The insurance must be for the Monday prior to the Festival through Wednesday following the Festival. The public liability insurance must have the following coverage: For bodily injury to or death of any one person in the amount of not less than $300,000.00; For any one accident in the amount of $800,000.00; for damage to the property of another person in the amount of not less than $50,000.00 for any one accident.

E. Notices:

1. The Chamber shall notify all property owners and tenants within the Festival Area of the dates of the Fall Fun Festival.

2. The Chamber shall provide a listing including each vendor and their location on the festival map to the City Clerk and Fire District to assist with regulatory enforcement and public information. The listing should be sent at least one week prior to festival set-up. Updates will be provided to the City as changes are made up-to the festival dates.

SECTION II. For its part, the **CITY** agrees to contribute financial support and services as provided below:

A. Parks and Recreation. The City shall provide assistance to the Chamber for festival preparation, clean up during the festival, and after festival breakdown. The list of services is attached as **Exhibit C.**

B. Police Protection. The City's Police Department shall provide the police protection necessary to handle and govern the conduct of those attending the Festival and to maintain public order during festival hours. In addition, the Police Department shall provide the enforcement and traffic control for the festival parade.

C. The police protection to be provided shall be determined by the Chief of Police or their designee in consultation with the Chamber. The Chamber may hire additional security personnel or off-duty police officers to assist the City in providing a safe and secure Festival.

D. Water Supply. The City shall provide a water supply to the Festival Area subject to the following terms and conditions:

1. The Chamber shall notify the City, in a timely fashion, of the number and location of temporary water supply stations and the date needed. These water supply stations are limited to fire hydrant locations within the limits of the event.

2. The Chamber shall be responsible for the reasonable and ordinary cost of water consumption in accordance with the City's rate schedule. The invoice shall be reduced by 5,000 gallons of water used by the Central Jackson County Fire Protection District for barricade use.

3. The Chamber shall be responsible for any damage to the City's water supply equipment assigned to them.

4. The City will invoice the Chamber within 30 days after the Festival for the charges under this subsection.

SECTION III. The City and the Chamber further agree to the following:

A. Payment. The Chamber agrees to compensate the City in the amount of three thousand dollars ($3,000) for the use of public property and services provided in accordance with this agreement.

B. Temporary Vendors. This contract also grants a right to the businesses located within the Festival Area to lease private property to temporary vendors for operation during the dates authorized by this contract. It will be the responsibility of the City to inspect and license for the period of the Festival these temporary vendors. The Chamber shall not be billed for these inspections or time.

C. Examination of Records. The Chamber shall, upon request of the City or the City's authorized representative, permit inspection of all books, records, or other information that the City deems necessary to determine the receipts and expenses and resulting profits or losses associated with Chamber's production of this and the previous five (5) Fall Fun Festivals. The City agrees that any financial or other information obtained during this inspection that does not relate to the Fall Fun Festival shall be kept confidential by the City.

SECTION IV. Termination.

The City and Chamber hereby agree that if the City fails to appropriate the funds necessary to provide the services as identified in the MOU during the fiscal year of the MOU, City shall not be required to provide such services and this MOU shall be terminated effective after the failure to appropriate the funds for that fiscal year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF BLUE SPRINGS, MISSOURI

By:_____
Christine Cates, City Administrator

ATTEST:

By:_____
Erin Ford, City Clerk

BLUE SPRINGS CHAMBER OF COMMERCE

By: Lara M Vermillion
Lara Vermillion, President

Google Maps Festival Boundary Lines

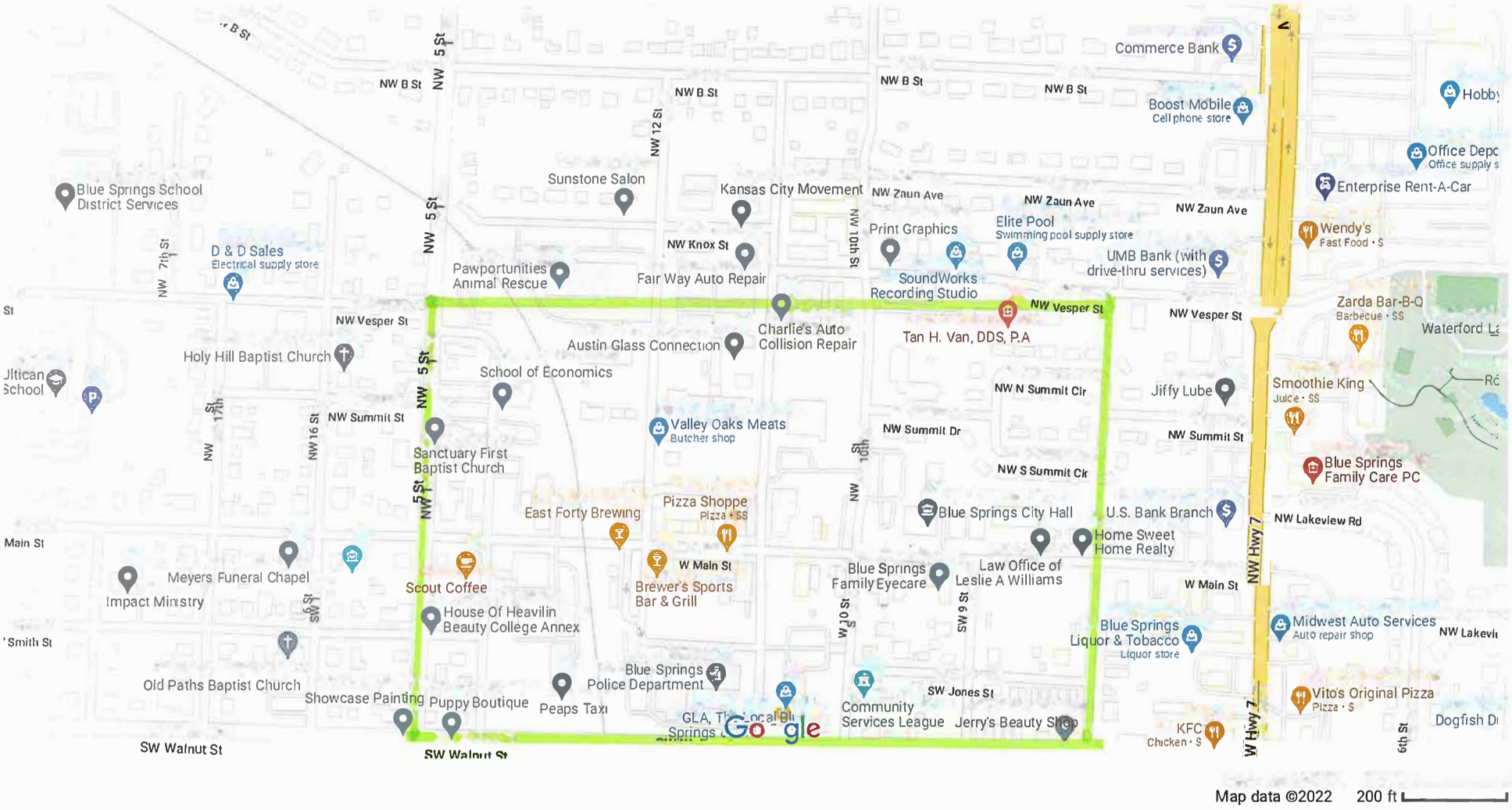


EXHIBIT A

BLUE SPRINGS Chamber of Commerce
Building Business. Growing Community.

BLUE SPRINGS FALL FUN FESTIVAL
VENDOR APPLICATION
SEPTEMBER 20 – 22 2024

EXHIBIT B

Fall Fun Festival
Blue Springs, Missouri

This is an application for revocable license to use space at the **2024 Blue Springs Chamber of Commerce Fall Fun Festival** to be held **September 20-22, 2024**. Please read both front and back of this contract before returning it to the Blue Springs Chamber of Commerce at 1000 W Main Street, Blue Springs, MO 64015. Incomplete applications or contracts submitted without appropriate vendor fees OR proof of liability insurance will not be accepted for final processing. **YOU MUST SUBMIT PAYMENT WITH YOUR APPLICATION**. Checks are to be made payable to the Blue Springs Chamber of Commerce. However, if your application is not accepted, your fee will be refunded. Vendor's fees will not be refunded AFTER JULY 31, 2024. **The CHAMBER & FESTIVAL COMMITTEE RESERVE THE RIGHT to ASSIGN SPACES AND ALTER STREET LAYOUT AS DEEMED NECESSARY.** **EMAIL: rhall@bluespringschamber.com**

This agreement is made and entered into by and between the Blue Springs Chamber of Commerce (the "Chamber") and

ORGANIZATION OR COMPANY ("the Vendor") _____ **CONTACT PERSON ("the Vendor")** _____ **Email ADDRESS** _____

YES ☐ NO ☐

ADDRESS (or PO Box) _____ **CITY** _____ **STATE** _____ **ZIP** _____ **CELL PHONE** _____ **Opt-In for text alerts**

Vendor Liability Insurance: All vendors must be covered by liability insurance. All vendors are required to submit a certificate of insurance showing $1 million in liability coverage **naming the Blue Springs Chamber of Commerce and the City of Blue Springs as additional insured** with their vendor contract.

NO VENDOR WILL BE PLACED WITHOUT FULL PAYMENT, SIGNED CONTRACT, AND A COPY OF VALID INSURANCE

SPACE SIZE: All booth spaces are 10' wide X 10' deep *and* 10' tall (unless otherwise approved by Festival Committee). For a more complete description of VENDOR categories, see the reverse of this contract, item 6, EXHIBIT CATEGORIES.

VENDOR CATEGORIES:	**FEE**	**Not For Profit Organizations:**	**FEE**
( ) Commercial Vendors (siding, construction, windows, window treatments, OR solicitation of business services incl. chiropractors, carpet business, water filtration, etc.)	**$525**	( ) Non profit selling (non food) (jewelry, clothing, promo items)	**$325**
( ) Market Vendor (ex: Avon, jewelry, any other resale item)	**$425**	( ) Non profit (info only)	**$250**
( ) Food (meal items incl. meat such as hamburgers, hot dogs, pizza, sausage, chicken).	**$575**	( ) Non profit food (meal items such as hot dogs, pizza, hamburger, chicken, sausage)	**$425**
( ) Snacks, Sauces, and Drinks	**$425**	( ) Snacks, Sauces, and Drinks	**$325**
( ) Handmade Crafter (made by you, the vendor)	**$250**	( ) Other _____	**Call**
( ) Other _____	**Call**		

How many years have you attended Blue Springs Fall Festival as a vendor?
_____

List all items being sold, displayed, or given away. Vendors may not sell items not listed on the application._____
_____
_____

PRESALES/ RETURNING: Requested location and/or booth number _____

( ) Yes, a trailer/truck/ or food truck will be used. Indicate length AND height (including tongue). **Length** _____ **Height** _____

ELECTRICITY: Each booth space comes with 200 watts of electricity. **Vendors needing extra electricity MUST supply photos of plugs** in order to provide correct outlets. Vendors must supply their own lights and electrical cords (minimum of a 12 gauge, 25 ft. cord is required to reach power source). HALOGEN LAMPS **NOT** ALLOWED. Limited 220 Volt services are available at an additional charge and are not available in all booth locations. All electrical requests and fees must be submitted to the Chamber by June 30, 2024.

IF YOU REQUIRE ADDITIONAL ELECTRICITY DURING THE FESTIVAL AND DID NOT SUPPLY THE CORRECT AMOUNT AT THE TIME YOU SUBMITTED YOUR APPLICATION, YOU WILL BE PLACED ON A WAITING LIST AND IT WILL NOT BE GUARANTEED. IF ADDITIONAL ELECTRICITY IS AVAILABLE, *YOU WILL BE CHARGED A SAME-DAY SERVICE FEE OF $150, PLUS THE COST OF ADDITIONAL ELECTRICITY.*

Please list all appliances to be used, and their wattage requirements:

Appliance (s): **Watts:** **Check one:**

(watts – volts x amps) ( ) Provided power **IS** sufficient (200 watts provided) ( ) Provided power is **NOT** sufficient

_____ = _____
_____ = _____
_____ = _____
_____ = _____
_____ = _____

Complete & Check:

Total wattage requirements are: _____

If additional electrical power is needed, check one:

( ) Additional 20 AMPS (1800 watts usage) **$175**
( ) Additional 40 AMPS (3600 watts usage) **$225**
( ) 220 (@20, 30 or 50 amp draw – limited SPOTS) **$ 250 - $300**

____Booth(s) x $_____= $ _____
Electrical Needs +$_____
Total _____

YOU MUST SUPPLY YOUR OWN HEALTH DEPARTMENT APPROVED LINE.
GREASE MANAGEMENT: YOU MUST KEEP YOUR FLOOR AREA CLEAN AT ALL TIMES SO GREASE IS NOT TRACKED OUTSIDE YOUR BOOTH AREA. AT THE END OF EACH NIGHT, PLEASE USE A SOLVENT OR HEAVY DUTY CLEANER TO SCRUB FLOOR AREA. A CLEANING FEE OF $500 WILL BE ASSESSED SHOULD YOU BE FOUND IN VIOLATION OR DO NOT CLEAN YOUR SPACE BEFORE LOAD-OUT.
I, the undersigned authorized agent, dutifully swear that I have thoroughly read the rules and regulations on the reverse side and agree to comply. This agreement has been executed the day and year written below. **Application not valid without date and signature below, as well as full payment and proper insurance.**

PAYMENT METHOD: Check ( ) Money Order ( ) Credit Card ( ) MC ( ) Visa ( ) A/E ( ) Discover ( )

Card# _ _ _ _ - _ _ _ _ - _ _ _ _ - _ _ _ _ **Exp. Date** _____/_____ **Security code:** _____

Signature_____

All checks made payable to: Blue Springs Chamber of Commerce
1000 W Main Street, Blue Springs, MO 64015 Phone: (816) 229-8558
Fax: (816) 229-1244 **A $35 fee will be charged for ALL returned checks.**

FOR OFFICE USE ONLY:
Tentative Booth Number (s)_____

Payment received: _____ **Insurance:** _____**Electricity**_____

No application will be accepted without full payment at the time you submit the application. Insurance must be provided at least 2 weeks prior to festival start date or you will forfeit your space and no refund will be given.

1) DEFINITIONS
   A) Festival: The Blue Springs Fall Fun Festival
   B) Chamber: The Blue Springs Chamber of Commerce, the sponsoring organization of the festival.
   C) Festival Committee: The Blue Springs Fall Fun Festival Committee which is authorized and empowered by the Chamber to organize and manage the festival and to promulgate and enforce rules and regulations for the conduct of the festival.
   D) Vendor: The organization, person, or entity contracting with the Chamber to participate as a vendor at the festival and their agents, employees, and volunteers.
2) INTERPRETATION AND ENFORCEMENT OF RULES – Each Vendor shall comply with the following rules and regulations, in addition to complying with any and all statutes and ordinances of the State of Missouri, County of Jackson, and City of Blue Springs pertinent to the Vendors' participation in the festival, including, but not limited to, statutes and maintenance, and fire safety. The Chamber and the Festival Committee shall have the right to interpret the following rules and regulations; to amend or add such rules and regulations as in its discretion it might deem appropriate; and to enforce compliance with such rules and regulations. Any violation of these rules and regulations or of the referenced statutes and ordinances shall result in immediate forfeiture of all rights of participation in the festival and the return of any monies deposited to secure festival participation.
3) **LIABILITY INSURANCE - LIABILITY INDEMNITY – Vendor covenants that it will protect, defend, hold harmless and indemnify the Chamber, Festival Board, and City of Blue Springs, their directors, officers, agents, employees, and volunteers from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages, and losses of any kind whatsoever, actually or allegedly, resulting from or connected with the participation as a Vendor in the festival. The Chamber, Festival Committee, and City of Blue Springs shall NOT be liable for any loss or damage to any merchandise or personal property in or about Vendor's booth, regardless of the cause of such loss or damage. LIABILITY INSURANCE - See front of contract.**
4) OBLIGATIONS – Vendors are required to follow all city, state and federal laws, as noted above, including the collection of appropriate sales tax. Vendors must also be current in all sales tax obligations to the State of Missouri and/or the City of Blue Springs.
5) CHECKS POST-DATED OR RETURNED UNPAID BY THE BANK MAY RESULT IN IMMEDIATE DISQUALIFICATION. Vendors will be charged a $35 returned check fee.
6) EXHIBIT CATEGORIES -
   A) Commercial– Commercial Vendors (siding, construction, windows, window treatments, OR solicitation of business services incl. chiropractors, carpet, water filtration, etc.
   B) Market Vendors—ex: Avon, Tupperware, jewelry, resell products, and any product not personally made by you the vendor.
   C) Food Vendor – Vendor selling any food item that contains meat such as hamburgers, hot dogs, pizza, sausage, chicken, fish, tacos, etc.
   D) Snacks, Sauces, and Drinks - Food and Drink items that are not considered a meal
   E) Handmade Crafters – Items that are handmade by the Vendor (s). **This does not include items that are handmade but purchased for resale (jewelry, woven rugs, food items and baskets, etc.** Photos must be submitted with craft contract and identified with name and medium represented. Photographs will not be returned.
7) BOOTH SPACE Dimensions – Booths are 10' deep x 10' wide. All booths have a 10 ft. height restriction UNLESS OTHERWISED APPROVED OF BY FESTIVAL COMMITTEE. ***SOLICITATION OUTSIDE THE BOOTH SPACE IS NOT ALLOWED. THIS INCLUDES HANDING OUT FLYERS, SAMPLES, COUPONS AND INCLUDES VENDOR AND BOOTH STAFF. IF YOU ARE FOUND IN VIOLATION, YOU WILL ASKED TO CEASE. SECOND VIOLATION WILL RESULT IN THE CLOSING OF YOUR SPACE AND NO REFUND WILL BE GIVEN.***
8) Vendor Payment: Payment can be made in person, via phone or mail. By signing this document, you are authorizing the Blue Springs Chamber of Commerce to charge your credit card. Before set up can begin, vendors who place phone orders MUST come to the Chamber office and sign the application and the credit card authorization located in the Payment Method box on the reverse of this application.
9) HANDMADE CRAFTERS APPLICATION PROCESS – Applications from HANDMADE CRAFTER Vendors will be judged on criteria based on available space, and quality of merchandise that reflects diversity and a Festival atmosphere. Color photographs must accompany each signed contract. Photos must represent work vendor is going to exhibit at the Festival. Photographs and any samples sent in will not be returned. UNPAID VENDOR SPACES WILL BE OFFERED TO THE NEXT PERSON ON THE WAITING LIST FOLLOWING THE DEADLINE . Festival personnel may evaluate each display and reserve the right to remove a Vendor or deny a space without refund to any Vendor in violation of any rule. Vendor Contract must have all items listed – no other items will be allowed in the booth space without approval of Festival Committee. ALL ITEMS UNDER THIS CATEGORY MUST BE HAND-MADE BY THE VENDOR.
10) **BOOTH SETUP/REMOVAL: YOU WILL BE SENT AN ITINERARY, WITH SPECIFIC INSTRUCTIONS ON TIMES AND ENTRY POINTS CLOSER TO FESTIVAL DATES.**
11) BOOTH CONSTRUCTION/USE – The Festival Committee reserves the right to remove a booth from the festival if the booth is constructed in an unsafe manner. Vendors will confine their operations to the booth and shall not tack or place advertising material or solicit business outside their booth. In the event a trailer is used as a booth, it must fit, including tongue, within booth space. Motor homes may not be used in booth space without prior consent of the Festival Committee.
12) SUBLEASING – Subleasing of all, or any, of the assigned booth space by the Vendor is strictly prohibited. Vendor cannot permit another party to exhibit, promote in any manner, or take orders in the booth.
13) SOUND RESTRICTIONS – The Festival Committee reserves the right to monitor and regulate the level of sound from all booths. After two (2) warnings about offensive sound, the Festival Committee shall have the right to disconnect power from the booth or request the offending Vendor vacate the booth space.
14) EXCLUSIVE PRODUCT RIGHTS – Exclusives have been granted to some companies and all Vendors must honor their rights. **For those Vendors selling soft drinks and ice, only soft drink products and the ice products provided by festival contractors shall be purchased and sold.** Vendors will be provided exclusive contract information. Vendors may not display the name, logo, or slogan of any company whose products compete in the market with any of the exclusive products. Food Vendors, subject to exclusive rights granted by the Chamber, will be permitted to identify the name of the product they are selling by the placement of a sign at the booth. No other identification of the product will be permitted including, but not limited to, the use of cups, napkins, plates, or printed material.
15) CLEANUP – Vendor's booths must be kept clean. All refuse, rubbish, and garbage must be deposited in containers provided. IMPORTANT NOTICE: Any grease or charcoal not disposed of properly will result in a $500 fine and will jeopardize Vendor's participation in future festivals. Vendor's containers are to be emptied and contents disposed of at regular intervals each day. **ALL FOOD VENDORS: GREASE MANAGEMENT; YOU MUST KEEP YOUR FLOOR AREA CLEAN AT ALL TIMES SO GREASE IS NOT TRACKED OUTSIDE YOUR BOOTH AREA. AT THE END OF EACH NIGHT, PLEASE USE A SOLVENT OR HEAVY DUTY CLEANER TO SCRUB THE FLOOR AREA. THERE WILL BE A $500 CLEANING FEE ASSESSED SHOULD YOU BE FOUND IN VIOLATION.**
16) FESTIVAL SCHEDULE – Friday, September 20, 2024 from 12:00 p.m. – 10:00 p.m., Saturday, September 21, 10:00 a.m. – 10:00 p.m., and Sunday, September 22, 2024,10:00 a.m. – 4:00 p.m. Booths are to be manned at all hours of operation. In the event a Vendor sells out of its product, said Vendor shall nonetheless keep the booth open for display or sample items and solicitation of orders until Festival closes. You may choose to open or remain closed during parade times on Saturday.
17) ACCESS TO THE FESTIVAL GROUNDS – Vendors shall be provided a Vendor Barricade Pass to allow entry of vehicle through the barricaded boundaries of the Festival only before and after the hours of operation. All vehicles must be outside barricades at listed times, prior to Festival opening. Police and Festival Safety may limit access earlier if crowd conditions warrant. Parking Passes are not given to Vendors.
18) CANCELLATION – Vendor shall notify the Chamber in writing of intent to cancel this contract no later than July 31, 2024 in order to receive a 50% refund. Cancellations after July 31, 2024 are not eligible for a refund.
19) ELECTRICITY – Vendor shall indicate on face of contract electrical power needed. Vendors requiring more than amount provided must pay at time of booth contracting. If Vendor uses more power than contracted for, Vendor shall forthwith reduce its power demand to contract limits. Vendors are provided 200 watts at 110 volts per booth. PLEASE NOTE: Generators are **not allowed.**
20) MERCHANDISE – At no time shall Vendor display for sale or otherwise materials which in the sole judgment of the Festival Committee, shall be deemed obscene, dangerous, or unlawful. Expressly prohibited are items including, but not limited to, the following: drug paraphernalia and related items, butterfly knives, all knives, throwing stars, guns, toy guns, water guns, and brass knuckles. Additionally, no Vendor shall be permitted to sell raffle tickets or collect signatures for petition of any kind. The Festival Committee will notify Vendor of violation of this provision and permit removal of said items from the grounds. Failure of Vendor to do so will create forfeiture of Vendor's rights and privileges of this contract.
21) ANIMAL RESTRICTION - No animals will be allowed inside the barricades during Festival. **DO NOT BRING AN ANIMAL TO YOUR BOOTH OR YOU WILL BE ASKED TO REMOVE IT. IF YOU CHOOSE NOT TO COMPLY, YOU WILL BE ASKED TO LEAVE WITH NO REFUND OF PAYMENT.**
22) This contract is expressly contingent insofar only as the Chamber is concerned upon its ability to obtain permission from the City of Blue Springs to conduct the 2024 Festival. In the event this contingency is not met prior to the opening of the festival, then this contract shall be null and void and the monies deposited herewith shall be returned to Vendor.
23) **NO SMOKING IS ALLOWED ON FESTIVAL GROUNDS.**

Rules are subject to change at any time. The most up to date rules and regulations can be found on the festival website, www.bluespringsfallfestival.com

EXHIBIT C

BLUE SPRINGS
PARKS & RECREATION

Parks & Buildings

Two weeks before Fest:

- Check Festival area for weeds and debris.
  - Ask Public Works to sweep street.
  - Trim trees in fest area that hang down onto booths, etc,
  - Spray weeds around the festival area, sidewalks, curbs, landscape beds, etc.
- Check streetlights and signs.
  - Municipal Lot
  - 12th St. lot
  - Main Street
  - 11th street

Monday before Fest

- Deliver electrical boxes to designated spots set forth by the contractor.
- Unlock electrical panels in municipal lot and 12th St. lot.
- Have City Hall and Public Safety mowed (contractor)
- Install snow fence around Lumber Yard property.

Wednesday before Fest

- Turn off irrigation to Public Safety and City Hall
- Haul 70 picnic tables to Beer Garden area to disperse on Friday.

Thursday before Fest

- Haul bleachers to Fest area. Bleachers are brought to Fest area from Pink Hill Park baseball fields.
  - Place 3 (4 row bleachers) on south side of Main St. by Community Stage
- Haul Show wagon to Main St.

Friday of Fest

- Set Show wagon on Main Street
  - Place at 8th and Main blocking street, leaving intersection clear.
  - Arrange 3 bleachers in front of stage.
- Move signposts into intersections of 10th, 11th, and 12th St.
- Place tables in correct positions.
  - 6 tables to 11th & Main north
  - 4 to Blue Springs Optical lot, 9th and Main
  - 60 in Beer Garden
- Cover sidewalk trash containers with trash bags.
- Park a trash truck on West side of beer garden for trash
- Setup stage for parade West of railroad tracks on North side of road

Saturday of Fest

- Sweep streets with Bobcat sweeper.
- Pick up any debris in Beer Garden

- Move signposts and barrels to side of street for parade.

Sunday of Fest

- AM
  - Sweep streets with Bobcat sweeper.
  - Pick up any debris, check sidewalks behind booths.
  - Consolidate tables and bleachers in Beer Garden.
  - Move displaced trash containers.
- PM – Shut Down
  - Take down parade stage on Main St.
  - Shut down Show wagon, move to parallel with Main St.
  - Move Main St. bleachers to curb.
  - Remove signposts to Chamber lot.
  - Move table from 11th St. and 9th St. to Municipal Lot.
  - Move all electrical to Chamber Lot.
  - Sweep streets (Public Works)
  - Sweep Municipal lot.
  - Final check of area, remove any leftover items.

Monday after Fest

- Move electrical boxes to storage.
- Move bleachers to original positions.
- Move tables back to original positions.
- Move any supplies back to proper place.
- Scan the area for cleanliness.
- Turn on irrigation at City Hall and Public Safety.
- Move Show Wagon to Storage.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 22, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: Community Development**

☐ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☒ Other

ISSUE/REQUEST

Approve a new liquor license for El Tucan LLC dba El Tucan Fine Mexican Cuisine located at 625 Mock Avenue Units B, C & D, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on premises and Sunday Sales. Vertigo Bar & Grill previously occupied this location.

BACKGROUND/JUSTIFICATION

The Managing Agent for El Tucan LLC dba El Tucan Fine Mexican Cuisine is Vanessa Partida located at 8546 Frosty Lane, Napoleon, MO 64074.

FINANCIAL IMPACT

Contractor:	El Tucan LLC dba El Tucan Fine Mexican Cuisine
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2024-2025
Funding Source/Account #:	N/A
Account Balance:	N/A
Additional Funds Needed:	N/A
Funding Source/Account #:	N/A
Revenue to be Received:	$750
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 6, 2024	June 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ON FILE WITH THE BUSINESS SERVICES DIVISION

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Mike Mallon (Senior Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this

license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Services Division. 2. Application for a Business License is on file with the Business Services Division

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 22, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: Community Development**

☐ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☒ Other

ISSUE/REQUEST

Approve a new liquor license for Gem Bar LLC dba Edge on 7 located at 1200-1206 NW 7 Highway, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on premises and Sunday Sales. The Gem Bar & Grill currently occupies this location and is changing its doing business as name, as well as expanding its location.

BACKGROUND/JUSTIFICATION

The Managing Agent for Gem Bar LLC dba Edge on 7 is Mark Wilson located at 88 Anchor Drive, Lake Tapawingo, MO 64015.

FINANCIAL IMPACT

Contractor:	Gem Bar LLC dba Edge on 7
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2024-2025
Funding Source/Account #:	N/A
Account Balance:	N/A
Additional Funds Needed:	N/A
Funding Source/Account #:	N/A
Revenue to be Received:	$750
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 6, 2024	June 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ON FILE WITH THE BUSINESS SERVICES DIVISION

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Mike Mallon (Senior Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this

license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Services Division. 2. Application for a Business License is on file with the Business Services Division

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 23, 2024

SUBMITTED BY: Erin Ford **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution to approve the disposition of Information Technology and Finance department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.

BACKGROUND/JUSTIFICATION

Exhibit A to the Resolution lists the records from the Information Technology and Finance Departments to be disposed of by destruction or donation. Once the Certification of Destruction section of the disposition list has been signed, the disposition list will be filed and stored for permanent record to keep a history of all records the City destroys.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Erin Ford***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 55-2024

A RESOLUTION APPROVING THE DISPOSITION OF RECORDS THAT HAVE MET THE REQUIRED RETENTION PERIODS AND NO LONGER PROVIDE ANY VALUE TO THE CITY OF BLUE SPRINGS

WHEREAS, it has been determined by the Records Manager that Information Technology and Finance department records have met the required retention periods as set by the Blue Springs Records Retention Schedule within the Records Retention, Management, and Destruction Policy; and

WHEREAS, the disposition of records that have met the required retention periods provides for efficient and cost-effective management of City records, reduces physical and electronic storage costs, and reduces the liability of the City of Blue Springs for housing inactive records beyond the required retention period that may be subject to discovery during pending litigation; and

WHEREAS, a copy of the Disposition List that lists the records, the retention periods, and the allowed disposition dates is attached to this Resolution as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to direct the Records Manager or their designee to properly dispose of the records listed in the disposition list attached hereto as Exhibit "A" and incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said disposition.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

The Records Manager respectfully requests authority to destroy the inactive records listed below:

BOX NO. / Item	Date of Record(s)	Contents	Destruction Date
N/A		All data, media, and content captured through third-party	Ongoing per policy
		cameras, excluding records that have been retained	
		for official investigative or other legal purpose.	
F-ID853	CY 2018	Workers Compensation Audit, Garnishment Notification	8/6/2024
		Letters, Vehicle Use Tax Forms, Biweekly Payroll Reports,	
		BSI Tax Files, ICMA and VOYA Transmittal Files and Vouchers	
F-ID854	CY 2022	Kronos Payroll invoices	8/6/2024
	FY 2023	Payroll Vouchers, Accounts Payable Reconciliations	
	1997-2012	Sales Tax Reporting	
	FY 2022	Procurement Card Records, Bank Reconciliations	
	2018-2019	Unclaimed Property Records	
F-ID855	FY 2018	Hotel Tax Payment Records: 451, 701, 900, 901, 1500, 3120, 3300	8/6/2024
F-ID856	FY 2017-2018	General Ledger Reports	8/6/2024
	FY 2018	Independence Sewer Usage, Investment Activity, Utility Billing	
		Sales Tax Records, Month End Entries, Fuel and Repairs Records	
	FY 2022	Cash Receipt Records	
F-ID859	FY 2022	Sweep Allocation Records, Investment Inventory	8/6/2024
		Reports, Pledged Securities Reports	
	FY 2018	Hotel Tax Payments: 3400, 3402	

To be completed by Records Manager:	**Approved by Resolution _____-_____**
STATE OF MISSOURI COUNTY OF JACKSON CITY OF BLUE SPRINGS I, Erin Ford, Records Manager, City of Blue Springs, a municipal Corporation within and for said County and State aforesaid, do hereby certify that the attached is a true and complete enumeration of records which will be destroyed by recycling, throwing away, deleting, or shredding. IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Blue Springs, Missouri, at its office in Blue Springs, Missouri, on this _____ day of _____, 20____. _____	

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 30, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $88,693 from Shawnee Mission Ford for a 2024 Ford F150 Crew Cab Lightning and a 2024 Ford Mach E RWD. The City will be reimbursed for these purchases through the Energy Efficiency and Conservation Block grant.

BACKGROUND/JUSTIFICATION

The City has been allocated an Energy Efficiency and Conservation Block Grant (EECBG) in the amount of $117,010. Staff presented a plan to spend the funds on two electric vehicles to use as staff cars and the remaining on electric bicycles for the Police Department's bike patrol.

Whenever possible, the City uses purchasing cooperatives to make purchases to reduce the time and cost of the bidding process. These vehicles and vendor are on the Mid-America Council of Public Procurement (MACPP) list and Shawnee Mission Ford is the winning bidder. The expected delivery time for these vehicles is 4-6 months.

FINANCIAL IMPACT

Contractor:	Shawnee Mission Ford
Amount of Request/ Contract:	$88,693
Amount Budgeted:	$98,716
Budget Year:	FY 2023-2024 - budget amendment
Funding Source/Account #:	100-12530-540300 EECBG
Account Balance:	$0 Date: 7/30/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 31, 2025	Upon Purchase and Delivery

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Quotes attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***Christine Cates***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 56-2024

A RESOLUTION APPROVING THE PURCHASE OF TWO FORD ELECTRIC VEHICLES FROM SHAWNEE MISSION FORD

WHEREAS, the City of Blue Springs has been allocated an Energy Efficient and Conservation Block Grant (EECBG) in the amount of $117,010 to be used for energy efficient purchases; and

WHEREAS, the City has received approval to use these funds to purchase two electric vehicles and several electric bicycles for the Police Department's bike patrol; and

WHEREAS, the City of Blue Springs desires to purchase two electric vehicles, a 2024 Ford F150 Lightning and a 2024 Ford Mach E RWD; and

WHEREAS, Shawnee Mission Ford is the winning vendor on the Mid-America Council of Public Procurement (MACPP) list; and

WHEREAS, staff recommends that the City purchase the vehicles from Shawnee Mission Ford for purchase in the amount of $88,693 for two Ford Electric Vehicles; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to purchase from Shawnee Mission Ford, 411 NW Mock Ave. Blue Springs MO., 64014, two (2) Ford Electric Vehicles for $88,693. A copy of the Quote for the vehicles is attached hereto as Exhibit A.

Section 2. City staff is directed to perform all tasks necessary to implement said purchase.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

SHAWNEE MISSION Ford MISSION TO DO MORE

11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179
(913) 631-0000 • FAX (913) 268-6521
WWW.SHAWNEEMISSIONFORD.COM

July 12, 2024

Charles Jones
City of Blue Springs

MACPP Pricing

2024 Ford F150 Crew Cab (YZ)

Exterior: Oxford White (YZ)
Interior: Vinyl Bucket Seats (VS)

Base Price:	$47,051
Options:	
• Spray in bed liner	$595
• Hard Folding Cover	$1,299
• Power 9.6K (479)	$1,152
• Max Trailer Tow (53D)	$1,056
• Tow Tech Package (17V)	$1,872
• Floor Mats	$included in base price
• Power Cord (66A)	$included in base price
Total	$53,025

Thank you for your time and interest.
Sincerely,
Jay Cooper
Government Fleet Sales

SHAWNEE MISSION Ford MISSION TO DO MORE

11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179
(913) 631-0000 • FAX (913) 268-6521
WWW.SHAWNEEMISSIONFORD.COM

July 12, 2024

Charles Jones
City of Blue Springs

MACPP Pricing

2024 Ford Mach E Select RWD (**K1R**)

Exterior: Shadow Blac (**G1**)
Interior: Black Onyx ActiveX Seats (**SJ**)

Base Price:	$35,668
Options:	
• Power Cord (**18D**)	$included in base price
Total	$35,668

Thank you for your time and interest.
Sincerely,
Jay Cooper
Government Fleet Sales



CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 5, 2024

SUBMITTED BY: Tom Degenhardt **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the purchase amount of $343,169 (less trade-in value, plus interest for a financed total of $308,421.20) from Red Equipment, LLC for a 2024 Ravo R5 Series Street Sweeper and related warranties.

BACKGROUND/JUSTIFICATION

The Public Works Department is responsible for cleaning and maintaining the 623 lane miles that are owned by the City of Blue Springs. Part of that maintenance includes street sweeping to clean the road of debris. In addition to requests for sweeping, in 2023 the Public Works Department was able to perform street sweeping of all arterial streets eight times, and all other streets twice.

The Department currently owns a 2019 Ravo 540 Street Sweeper which has experienced a catastrophic engine failure. Based on the age and condition of the current equipment, it is not feasible to repair the equipment as the repairs are costly and would keep the machine out of service for an extended period, preventing the Department from completing necessary and routine sweeping.

The Public Works Department received pricing information through the National Joint Power Alliance (NJPA) new name Sourcewell – Ordinance 5335. The Department is now requesting the purchase of a 2024 Ravo R5 Series Street Sweeper, also called Ravo 5i Series Sweeper, for $300,000, a five-year maintenance plan and five-year warranty for guaranteed buyback for $43,169 for a total of $343,169. A trade in of the existing equipment will remove $77,250 from the total, for a total sale price of $265,919. The Department will be financing the purchase though Leasing 2, Inc. and making payments on the sweeper for five years at a 6.22% interest rate, with the first annual payment of $61,684.24 being made on January 15, 2025, and the final payment annal made on January 15, 2029. The total amount paid at the end of the fifth payment will be $308,421.20.

By purchasing the Ravo R5 Series Street Sweeper the Department will be better equipped with a more reliable piece of equipment. The Department will be able to return to routine sweeping and ensure service requests are being completed. By purchasing the street sweeper, the Department will be able to provide the residents and visitors to the City with cleaner and safer roadways.

FINANCIAL IMPACT

Contractor:	Red Equipment, LLC
Amount of Request/ Contract:	$343,169 ($308,421.20 after trade-in and interest)

Amount Budgeted:	$61,684.24/year
Budget Year:	FY 2024-25
Funding Source/Account #:	100-32000-540400
Account Balance:	$67,223 Upon approval of the FY 2024-25 budget Date: 7/5/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 15, 2024	July 15, 2029
Years and Months Contract in effect	**Number of times renewable**
5 Years	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	

Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	1150 South Sterling Ave Independence, MO 64054 levi@redequipmentco.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 57-2024

A RESOLUTION APPROVING A PURCHASE OF A 2024 RAVO R5 SERIES STREET SWEEPER AND RELATED WARRANTIES FROM RED EQUIPMENT, LLC

WHEREAS, the City of Blue Springs has 623 lane miles that the City's Public Works Department is responsible for cleaning and maintaining; and

WHEREAS, the Public Works Department currently owns a 2019 Ravo 540 Street Sweeper, which has experienced a catastrophic engine failure, and is no longer operable; and

WHEREAS, the Public Works Department received pricing information through the National Joint Power Alliance (NJPA) new name Sourcewell – Ordinance 5335 and now recommends that the City purchase a 2024 Ravo R5 Series Street Sweeper and related warranties from Red Equipment, LLC, with financing through Leasing 2, Inc., for street sweeping of City owned streets for the amount of $300,000, with a five-year maintenance plan and five-year warranty for guaranteed buyback, for $43,169, for a total of $343,169. A trade in has been offered at $77,250, bringing the total to $265,919; and

WHEREAS, the Department will make payments to Leasing 2, Inc. on the equipment at a 6.22% interest rate for five years for an annual payment of $61,684.24, for a five-year total of $308,421.20; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a contract with Red Equipment, LLC, with financing through Leasing 2, inc., for a 2024 Ravo R5 Series Street Sweeper and related warranties in the amount of $308,421.20 over five years. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

RED EQUIPMENT, LLC

June 11th 2024

City Of Blue Springs, MO

Attn: Charles

Jones

Red Equipment, LLC is pleased to offer **The City Of Blue Springs, MO** the following quote on a **New Ravo R5 Series Street Sweeper.** Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (816) 266-7500 or by email at levi@redequipmentco.com

Best Regards,

Levi Williams
Missouri Territory Manager
1150 South Sterling Ave
Independence, MO 64054
levi@redequipmentco.com
Cell: 816.266.7500 Office: 816.231.2005
www.redequipmentco.com

VAC-CON MORE POWER TO YOU
rausch USA
RC-MOWERS
enz usa inc.
CrewPlex
RAVO FAYAT GROUP

RED EQUIPMENT, LLC

VETERAN OWNED & OPERATED

About Us:

Red Equipment LLC is a local, veteran owned, equipment dealer specializing in sewer cleaning and inspection equipment, hydro-excavation equipment, full sized, mid ranged, and compact street sweepers, and remote-controlled slope mowers. With nearly 100 years of combined experience, we represent the top brands in the industry and stock a variety of parts and accessories to support your needs. Our service center is located in Independence, MO. In addition, we have skilled mobile technicians available to service and repair all makes and models of the sewer and street maintenance equipment that you rely on most.

Proposal Specifications:

- 5-iSeries 25 MPH, meeting NHTSA Road safety standards, including:
- Tier 4 engine
- Standard tipping container
- Inspection door retainer
- Wide sweeping
- Gutter brush angle adjustment right hand side
- Dual tires
- Step on brooms
- License plate holder
- 12V Plug inside cabin
- Airconditioning
- Coated suction line + Suspended swivel wheel
- Aluminium cover inside rear door
- Easy liftable grid (electrically powered)
- LED work light package (brushes, cabin, container)
- Rearview camera
- LED beacon light (front and back)
- Engine safety stop
- Suction nozzle camera + second monitor
- Heated and electrically adjustable mirrors
- Central doorlock (doors lockable from inside)
- Service manual
- Cruise control (during sweeping)
- PM10 Standard
- Brush system

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RAVO FAYAT GROUP

RED EQUIPMENT, LLC

- Gutter brush angle adjustment left and right hand side
- Borium Fan
- Third brush / Weedcutter complete (double angle adjustment included)
- Third brush quick release system
- Water options
- High pressure water pump with spray gun mounted right hand side
- Wander hose
- Wander hose (8 inch) through container roof and mounted on rear door including mounting rack
- Ergonomical and safety options
- Air suspended driver seat with 2 point safety belt
- Camera systems
- Wheels and tires options
- Accessories
- Toolbox (mounted in front of the passengers seat)
- Mounting rack on rear door of the container (standard i.c.w. 11.1)
- Air deflection plate (standard i.c.w. 1.3)
- Swasher options (not i.c.w. 3.1 Container Dump)
- High pressure water pump 4 GPM @ 2175 Bar (only in combination with 16.1 or 7.4.1 or 7.4.2)

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RED EQUIPMENT, LLC

New 2024 Ravo Price:	$300,000.00
5 Year Maintenance Plan & 5 Year Warranty For Guaranteed Buyback:	***$43,169.00***
Total Price For 2025 Guaranteed Buyback:	***$343,169.00***
Current Ravo 5ISeries Trade-In:	***-$77,250.00***
Total Sale Price After Trade-In:	***$265,919.00***

Includes Delivery & Training of Equipment
**ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE

Purchase Order Number: _____

Customer Representative (Print): Christine Cates

Customer Representative Signature: _____

Red Equipment LLC Representative (Print): Levi Williams

Red Equipment LLC Representative Signature: _____

LEASE FINANCING PROPOSAL

Requested by

Red Equipment

Levi Williams

Representing

RAVO FAYAT GROUP

Presented To (As Lessee)

City of Blue Springs, MO

Proposal Date:	June 11, 2024	
Equipment Description:	1- RAVO Street Sweeper	
Commencement Date:	July 15, 2024	
	Option 1	**Option 2**
Equipment Cost:	$343,169	$343,169
Trade In:	$77,250	$77,250
Amount Financed:	$265,919	$265,919
Lease Term:	5 Years	5 Years
First Payment Date:	1/15/2025	7/15/2025
Payment Frequency:	Annual	Annual
Interest Rate:	6.22%	6.22%
Payment Amount:	$61,684.24	$63,506.01

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration**: Due to the current increasing rate markets, this proposal is valid under the following circumstances:
- The award is received within 30 days of the Proposal Date.
- The transaction is closed within 60 days off the Proposal Date.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates**: Rates are fixed for the entire term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting**: All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: Leasing 2, Inc.
Contact: Rick Carney
Phone: 813-258-9888 x16
Email: rcarney@leasing2.com
Web: www.leasing2.com

LEASING 2

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: June 11, 2024 **Option Chosen:** 1 (where applicable)

Upcoming Governing Body meeting date for lease approval: July 15, 2024

City of Blue Springs, MO
Name of Lessee

		City Administrator
Authorized Signature	**Date**	**Title**
Christine Cates	September	
Printed Name Of Authorized Signature	**Last month of your budget year?**	
Charles Jones	(816)-228-0195	cjones@bluespringsgov.com
Contact Name *(If Different ThanAuthorized Signature)*	**Contact Phone**	**Contact Email**
Nicol Mancini	(816)-228-0186	nmancini@bluespringsgov.com
Financial Contact Name *(Can be Treasurer or Clerk)*	**Contact Phone**	**Contact Email**

Please complete the above information and ***fax or email*** *all pages of the proposal to*
813-258-9333 / rcarney@leasing2.com

25 IN BUSINESS OVER 25 YEARS LEASING 2

ASSOCIATION FOR GOVERNMENTAL LEASING & FINANCE

**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.

Are you ready to move forward with Leasing 2?

Here is a quick overview of our process

1. Signed Proposal - *When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.*

2. Credit Application - *A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.*

3. Financing Agreement - *Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.*

RED EQUIPMENT, LLC
1150 S. Sterling Avenue, Independence, MO 64054
Phone: 816-231-2005 Fax: 816-461-8511 www.redequipmentco.com

To: The City Of Blue Springs, MO

From: Levi Williams

Territory Manager

Red Equipment LLC

RE: 2024 Ravo Preventative Maintenance Program

Red Equipment LLC is pleased to offer a Bi-Annual Maintenance Program for your Ravo Street Sweeper. This program includes bi-annual preventative maintenance for the Ravo Street Sweeper. Red Equipment will schedule your service appointment twice per calendar year, where our techs will service and grease components, and change oil and filters as needed according to the manufacturers recommended intervals. In addition to servicing the equipment, our techs will complete a Full Operation and Functionality Inspection of your equipment. Upon completion of the Operation and Functionality Inspection, our techs will provide a written report of any additional recommended repairs or services.

Services Included:

Engine Oil

Grease all components

C+ KIT Service

Engine Filters

Cabin Air Filter

Hub Oil Replacement

Hydraulic Filters

Engine Belts

2ND HALF OF YEAR

Engine Oil

Grease all components

C+ KIT Service

Engine Filters

Cabin Air Filter

Hub Oil Replacement

Hydraulic Filters

RED EQUIPMENT, LLC
1150 S. Sterling Avenue, Independence, MO 64054
Phone: 816-231-2005 Fax: 816-461-8511 www.redequipmentco.com

Engine Belts

Suction Tube Mouth Rubber Seals

All Water Nozzles

Suction Mouth Caster Wheel

What is not included:

- Wear parts, such as water pump filters and screens, hoses, valves, etc.
- Repairs outside of preventative maintenance. Our techs would be happy to perform any necessary repairs at the time of service; however these repairs will be billed at our standard hourly rate.

Extended Warranties:

Red Equipment understands the drain unplanned equipment failures can have on a city's operational budget. As part of the 5 year preventative maintenance plan and guaranteed buy-back program Red Equipment will include an extended 5 year warranty to protect the city from unforeseen future costs.

Guaranteed Buy-Back Program:

With volatility in the supply chain and equipment market, many cities are looking for a way to protect the value of their equipment investment. Red Equipment is happy to offer a guaranteed buy-back program for new equipment. In order to qualify for the guaranteed buy-back program, the city must agree to purchase and adhere to the 5 year Preventative Maintenance Program, and have the equipment serviced and repaired by Red Equipment LLC using OEM parts. Assuming successful compliance with these terms Red Equipment will guarantee a trade value of at least 40% of the original purchase price towards the purchase of a new Ravo Street Sweeper if purchased within 5 years of ownership.

RAVO
FAYAT GROUP

RAVO 5 iSeries



50 YEARS OF EXPERIENCE
PASSIONATE ABOUT SWEEPING

Over 55 years ago we invented the pure vacuum compact sweeper, ever since over 19,000 RAVO sweepers have been sold to customers all over the world. These customers include cities like Rome, Barcelona, San Francisco, San Diego, Jersey City, Portland, Dubai, Montreal, Washington DC, Bordeaux, Berlin and Amsterdam to name a few. All these cities have chosen, and keep on choosing RAVO because of our commitment to build the greatest sweeper in the world.

Whether it is about the possible uptime of over 95% or the potential 42% fuel savings compared to a truck mounted sweeper, we deliver on all levels. And that approach has made the RAVO 5 iSeries sweeper into what it is today: World's most sold sweeper.

RAVO goes back a long way in North America. It was in 1983 that the first RAVO was sold to a municipality of Hilton NY and many machines followed soon after. Since 2009 RAVO has become part of the family owned FAYAT Group and we have set our focus on North America once more.

In North America we have established a growing network of well recognized distributors and have established an after sales office whose technicians are there to assist you and give you all the backup you need so you can focus on what you are good at: keeping your roads clean.



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DESIGNED TO PERFORM
THE RAVO 5 iSERIES



SETTING NEW STANDARDS

Equipped with a Cummins Tier 4 final engine, an attractive cabin interior design and a state of the art intelligent sweeper monitoring system the 5 iSeries sets the benchmark in sweeping.

The unmatched performance is the result of a pure vacuum suction line combined with RAVO's unique broom system.

Spring or Autumn, sand with pine needles or leaves, main streets or bicycle lanes, smooth tarmac or cobblestones, the 5 iSeries will clean every street in one pass. Storing all debris in its spacious 6.5 cubic yard stainless steel hopper with an unrivalled compaction rate.

Every RAVO is standard equipped with:

- An ergonomically designed cabin with adjustable steering column, dashboard and arm rest
- Rear view and suction mouth camera
- Air conditioning
- Air ride operator seat
- Stainless steel hopper with a volume up to 6.5 cu yd.
- Loading capacity of 12,125 lbs.
- Extreme manoeuvrability with a turning circle of only 199 inch. (curb to curb)
- RAVO's unique pulled broom system
  - Constant brush pressure extends the broom life with 50%
  - Maintenance friendly: no greasing points.
- One engine powers all: fuel savings up to 42%
- Hydraulic front suspension with automatic levelling system
- Linde hydraulics
- Heavy duty package
- Only 15 greasing points on the whole machine
- Sweeping in reverse mode.





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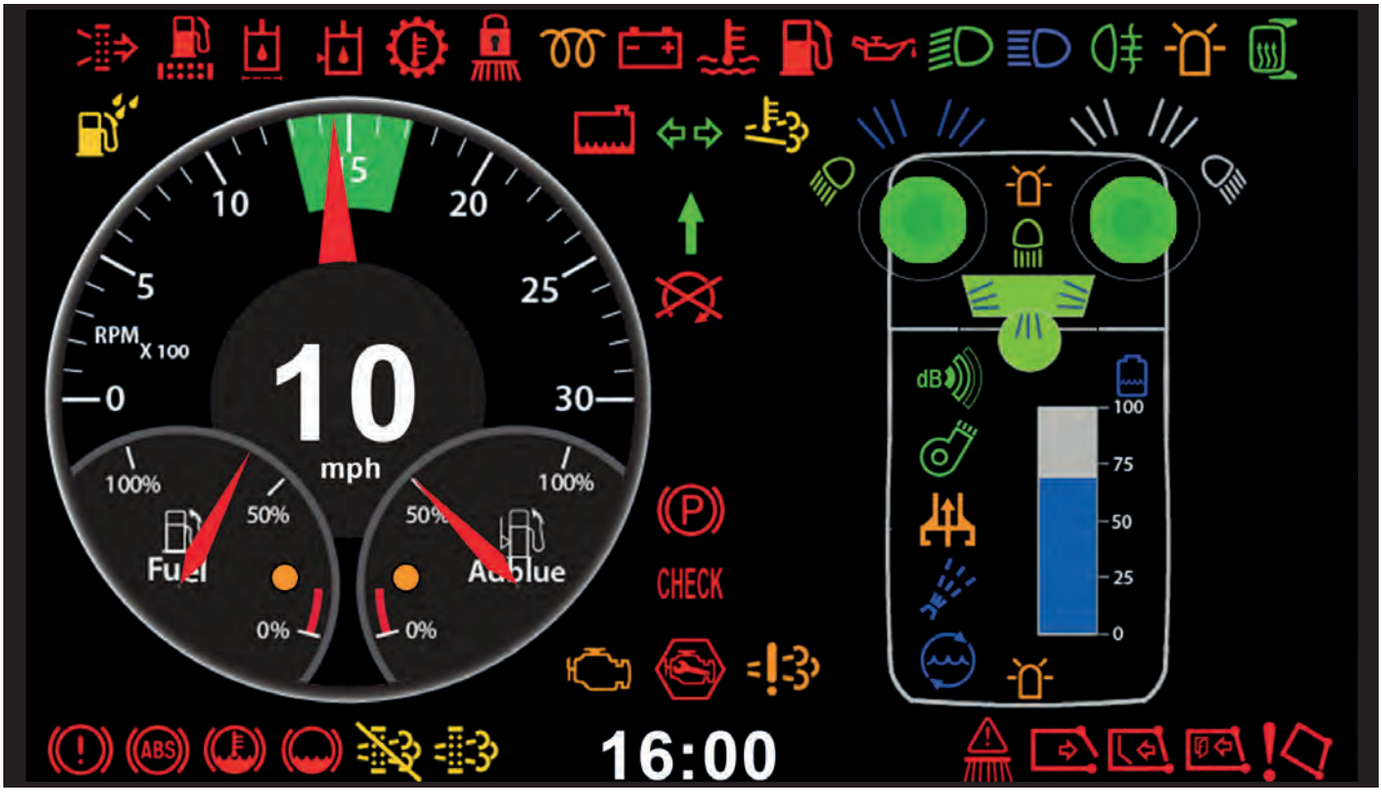
THE NEW ISYSTEM:
INTELLIGENCE MEETS CONVENIENCE

At RAVO we continuously improve and develop our products. The RAVO intelligent electronic monitoring system, which we named the iSystem, is an excellent example of our innovation power. It has been specially developed to be in full control of your sweeper.

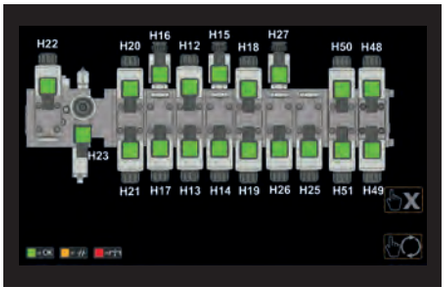
This robust control system has been tested exhaustively to meet the highest RAVO standards. The use of nodes guarantees stability and the build in LCD screen enables you to check the electronical & hydraulic system.

This system will ease maintenance of your machine by informing you the status of the functionalities of your sweeper

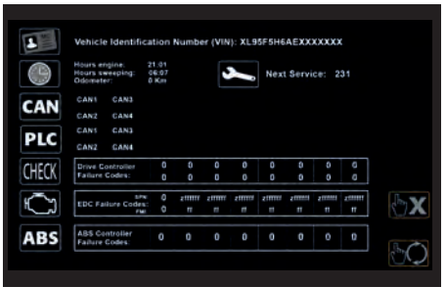
At one glance you can view all functions of the sweeper. Via the various available screens you can for example keep track of your sweeping and engine hours, service intervals or check your hydraulic system, lights, gauges, various pressure and voltage levels, etc.



Sweeping mode



Diagnostic mode



Info mode



Parameter mode

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THE CABIN
ATTRACTIVE & COMFORTABLE

The cabin has been designed with the input of experienced international RAVO operators. When entering the cabin with a floor height of only 2.5 feet, you will notice the ample interior space. Once seated in the air ride operator's seat the logical layout of the dashboard will amaze you. Add to that the fully adjustable armrest and steering wheel, the slightly tilted panoramic windscreen for ultimate visibility and you will agree that new standards have been set. These standards include:

- iSystem
- Sound isolation
- Panoramic view
- Adjustable steering column, dashboard and arm rest
- Rear view and suction mouth camera
- Air-conditioning
- 12V plug
- Radio with USB / Bluetooth connection
- 2 Cup holders
- Lockable storage space
- Hatch to see inside the hopper



EASE OF MAINTENANCE

To ensure proper maintenance of the machine in a smart way the RAVO 5 iSeries comes with the following features:

- RAVO's unique maintenance friendly broom system
- Only 15 greasing points which only require monthly greasing
- Fan cleaner
- Two big service doors for easy access
- Easy changeable brushes
- Liftable grid inside the hopper
- High pressure water pump

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A VERSATILE PERFORMER

For those who need specific requirements RAVO offers a range of options to customize your RAVO 5 iSeries. Below are some examples of the available options.

Container dump
This option allows you to dump your debris directly into a container and has a dumping height of 5.5 feet.

Third broom/Weed cutter
The third broom increases the sweeping range of the RAVO 5 iSeries. This option enables drivers to clean pavements and road gutters more efficiently. When used in combination with the weed cutter broom, it is extremely suitable for the environmental friendly removal of weeds. This option can be equipped with a 'quick release' feature, which allows quick removal or installation of the third broom.

SAIGA PM 2.5 dust filter
The innovative and patented SAIGA dust filter has been TÜV PM 2.5 certified. This means that the RAVO sweeper will filter all fine dust out of the outgoing air and in that way cleans the air wherever you sweep.

High pressure water pump
The high-pressure water pump feature is perfect for quickly cleaning the inside of the container, broom and suction system or street furniture.

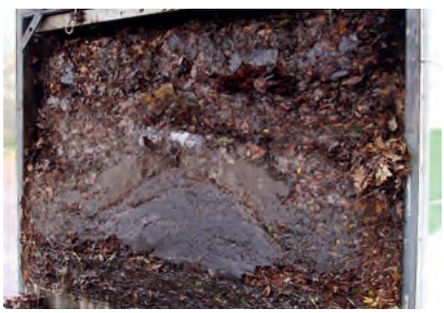
Broom angle adjustment
With the broom angle adjustment you can position the brooms into the optimal angle to sweep gutters, which makes sweeping more efficient.

Independent broom lifting
The independent broom lifting enables you to reduce broom wear and achieve a longer lifetime of the brooms.

Swasher installation
Sweep and spray roads and pavements in just one go. The pressurized swasher allows sweeping crews to clean the most difficult reachable places, street furniture and traffic signs. Various configurations in terms of water pressure, water tanks and pumps are available.

Water recycling
This option doubles your action radius and reduces dust emission at the same time.

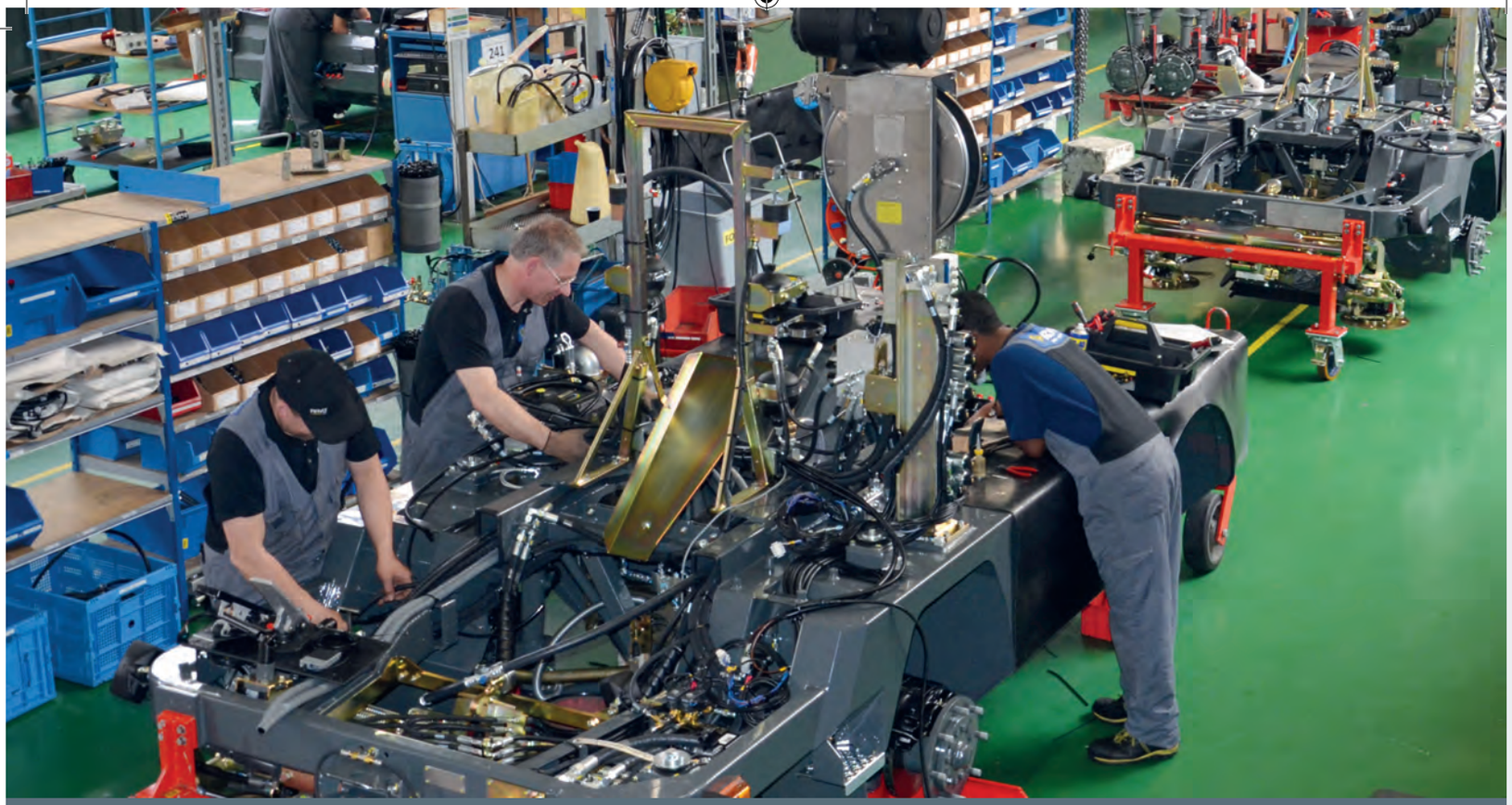
Wander hose
The wander hose is perfect for sucking up leaves and for emptying gutters and waste bins.







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RAVO 5 iSeries:
MADE IN HOLLAND WITH AN AMERICAN TOUCH

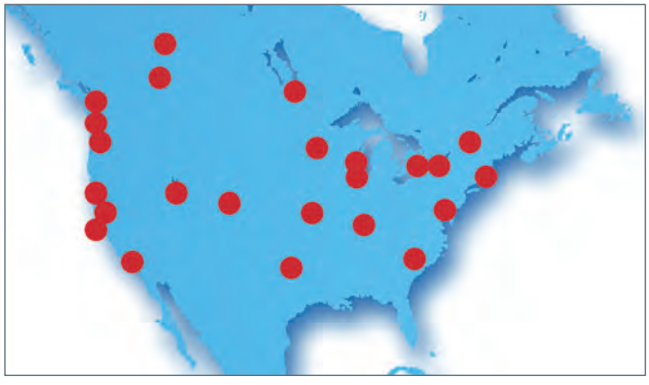
Being Europe's number one producer of street sweeping machines and having 55 years of experience makes RAVO a true specialist in the sweeping branch. We have the know-how and skills to meet your wishes. The RAVO 5 iSeries is build according to Dutch standards; high quality, robustness, superior technology and innovative design. But wherever possible we like to use American made parts like Parker hydraulics, Cummins engines, etc.



RAVO: YOUR PREFERRED PARTNER

We realise that it is important to be close to you and have therefore established a US branche in South Carolina. Together with our certified and dedicated dealer network we help you exceed your expectations and overcome all challenges.

We know that your equipment must work 24/7. To proof our trust in the quality of our product we offer a standard warranty of two years or 2000 hours on every sweeper that leaves our factory. On top of that we offer a 5 year warranty on the container and chassis.



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RAVO GENUINE PARTS, DESIGNED TO FIT!



At RAVO we understand the importance of uptime. Therefore all our North American distributors carry a large stock of RAVO genuine parts. The right part is just a phone call away.

Genuine RAVO parts are produced according to the highest standards of quality, durability and performance that is why they are such a good match for your RAVO sweeper

To assure you always have the right parts available for scheduled service we have composed various service and parts kits, it's that easy!

Using RAVO Genuine Parts means:

- Receiving 12 Months warranty on parts
- Meeting the OEM specifications
- Increase the lifetime of your RAVO sweeper
- Always the right fit
- Cost savings over the long run.

For more information you can contact your local dealer who has RAVO trained parts specialists with the right knowledge and experience to assist you. They can further inform you about the possibilities of full service contracts and other service and maintenance options.

RAVO ACADEMY

Training & education is highly valued by RAVO. Whether it is training of our employees and dealers or your operators and engineers. We have different training programs which are available at our own training facility. This is the RAVO Academy.

The RAVO academy enables our dealers and their customers to use and maintain the RAVO sweepers in the most efficient way. This high quality training facility at the RAVO factory in Alkmaar provides trainings on different skill levels.

Our professional RAVO trainers also offer training on location, either at the dealer or at the customer.

Contact your local dealer for more information regarding the training possibilities.



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RAVO 5 iSeries TECHNICAL SPECIFICATIONS

Dimensions, Weight, Capacities	
Length	178 inch
Width incl mirrors	89 inch
Sweeping width	95 inch
Max. sweeping width incl. third brush	134 inch
Wheelbase	71.5 inch
Turning radius curb to curb	199 inch
Gradeability [%]	Up to 30%
Gross vehicle weight	25,132 lbs
Capacity fuel tank	28 gal
Capacity water tank	160 gal
Suction system	
Capacity blower	14,000 CFM
Suction nozzle dimensions l x w	4.7 x 24.8 inch
Suction nozzle material	Corten steel (optional linatex lining available)
Suction tube diameter	8.9 inch
Suction tube material	Stainless Steel (optional linatex lining available)
Broom system	
Type	RAVO maintenance free pulling brush system
Available broom diameter	35 inch
Broom rotation speed	0 - 210 rpm
Well-being	
Noise emission LWA	79 dBA at 50 feet distance
Dust filtration	EUnited PM10 Certified*
Brakes & Electricity	
Front brakes	Hydraulically operated disk brakes
Rear brakes	Hydrostatic hydraulically actuated servo drum brakes
Front suspension	Independent hydro-pneumatic suspension
Rear suspension	Rubber cone springs
Battery	2 x 12 / 72
Alternator	90 amperes
Voltage (V)	24, with running engine 28
Maintenance	
Container Material	Stainless Steel inside / ABS cover outside
Total amount of greasing points in sweeper	15
Warranty	2 years or 2000 engine hours whichever comes first
Optional Equipment	
Wander hose	8 inch diameter
Third broom/Weed cutter	Mounted in front: 30 inch diameter
Silent package Lwa	65 dBA at 50 feet distance
High pressure water pump	4 gal per min. @ 2,175 PSI
Camera	Side view
Extra water capacity	Up to 400 Gallon
Dust filtration	PM 2.5
Water recycling	Limits the use of fresh water by half

Engine & Drive system	**Emission level Tier 4 final**
Engine type	Cummins QSF3.8 Diesel 4 Cyl.
Displacement	3.8 L
Maximum torque	360 lb.ft @ 1600 rpm
Maximum power	138 hp @ 2300 rpm
RAVO drive type and drive line system	Linde / Hydrostatic Continuously Variable

*Special package

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RAVO 5 iSeries TECHNICAL SPECIFICATIONS

Tipping

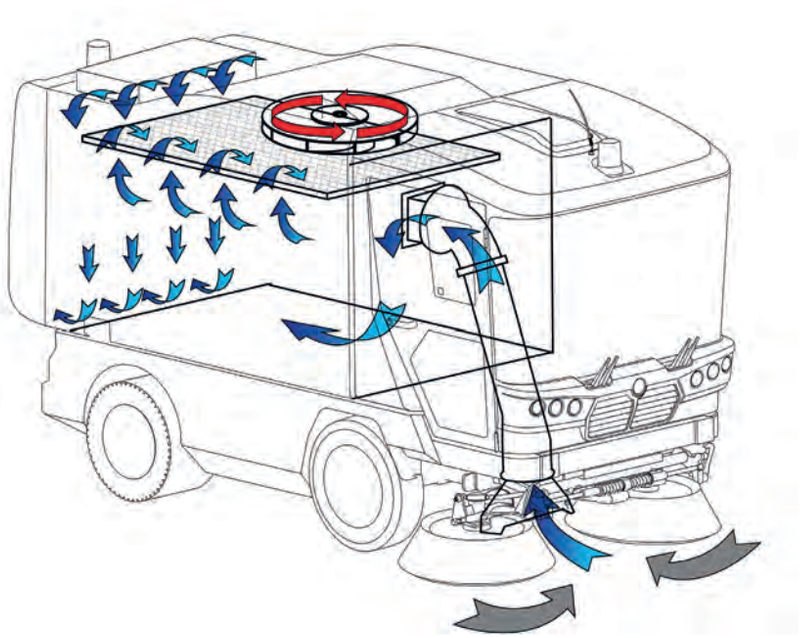


Gross volume 6.5	6.5 cu yd
Net volume 5.6	5.6 cu yd
Height	106 inch
Dumping height	3.3 ft
Total empty weight (curb weight)	13,110 lbs
Payload	12,125 lbs

Container dump



Gross volume	5 cu yd.
Net volume	4.3 cu yd
Height	98 inch
Dumping height	5.3 ft
Total empty weight (curb weight)	13,580 lbs
Payload	11,570 lbs



RAVO'S PURE VACUUM CLEANER PRINCIPLE SINCE 1964

Every effort has been made to ensure that the information in this brochure is accurate. RAVO B.V. is not responsible for printing or clerical errors.

RAV664941295708_5_iSeries_ENG_brochure_US_Letter_A.indd 12 1-9-2017 14:57:26

July 3, 2024

Sent via Email: pdodd@bluespringsgov.com

Payton Dodd
Utilities Project Manager
City of Blue Springs

Re: Financing for 1- RAVO 5i Sweeper

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
- ✓ As these are legal documents, we cannot accept double-sided printouts.

☐ ***Lease Purchase Agreement***

- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit A – Resolution of Governing Body Extract of Minutes***

- Enter the date your resolution was adopted.
- Signed by Lessee's authorized signatory.
- Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.

☐ ***Exhibit B – Opinion of Lessee's Counsel***

- Printed on attorney's letterhead and signed by attorney. Original signature required.

☐ ***Exhibit C – Certificate as to Arbitrage***

- Enter the date by which the equipment is expected to be fully acquired in Item 4.
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit D – Description of Equipment***

- Enter the address where the equipment will be located.
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit E – Payment Schedule***

- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit F – Acceptance Certificate***

- Please **DO NOT CHECK ANY BOXES** – this will be completed at closing and you will receive a fully executed Agreement post-closing.
- Signed by Lessee's authorized signatory.

☐ ***Exhibit G – Essential Use/Source of Funds Letter***

- Enter a description of how the equipment will be used and the services it will provide.
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit H – Designation of Bank Qualification***

- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit I – Notice and Acknowledgement of Assignment***

- Signed and dated by Lessee's authorized signatory.

☐ ***Insurance Coverage Requirement***

- Enter the name, address & phone number of your insurance agent.
- If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.

☐ ***Billing Information***

- Enter all of the requested information.

☐ ***Escrow Agreement***

- Signed and dated by Lessee's authorized signatory.

☐ ***Escrow Agreement Exhibit A – (FOR FUTURE VENDOR PAYMENT(S) FROM ESCROW)***

- At least a week in advance of equipment delivery, contact Annette Keys, akeys@leasing2.com.
- We will complete the Escrow Exhibit A and scan it to you for signing along with the invoice(s) being approved for payment.

✓ **POST FUNDING REQUIREMENTS**

☐ ***IRS Form 8038-G (Form 8038-GC if the issue price is under $100,000)***

- We will email you this form for signature after the lease is funded.

☐ ***Vehicle Titling***

- You will have vehicle titled with security interest of first lienholder. Reference the back of the Certificate of Origin for the lienholder's name and address. If the lienholder is not listed on the Certificate of Origin, please contact us prior to titling.
- Scan and email us a copy of the receipt from the titling authority when done.

☐ ***Escrow Disbursements***

- Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: ***JULY 18, 2024***

Email to:
Donna Womack
dwomack@leasing2.com
Phone: (813) 258-9888, Ext. 14

Overnight to:
Leasing 2, Inc.
1720 W. Cass St.
Tampa, FL 33606

Alternate contact:
Rick Carney
rcarney@leasing2.com
Phone: (813) 258-9888, Ext. 16

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of July 15, 2024

This Lease-Purchase Agreement (the "Agreement") dated as of **July 15, 2024** by and between **Leasing 2, Inc.** ("Lessor"), and **City of Blue Springs** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Missouri** ("State").

WITNESSETH:
WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS
Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.
"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.
"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.
"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.
"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.
"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.
"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.
"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.
"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.
"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE I I COVENANTS OF LESSEE
Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:
(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.
(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.
(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.
(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.
(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.
(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.
(j) Lessee shall not give up possession or control of the Equipment.
(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor’s right, title and interest in and to the Equipment and Lessor’s ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor’s prior written consent.
(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.
(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.
(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT
Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM
Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.
Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:
(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;
(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or
(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, title to Equipment, shall immediately vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor.

Section 7.02. Security Interest. To secure the payment of all Lessee's obligations under this agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

(a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
(b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
(c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall , if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
(c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessor shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Declare all Rental Payments due or to become due during the Original Term or Renewal Term then in effect to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable;
(b) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, and apply the proceeds of such sale, lease or sublease to pay the following items in the following order: (i) all cost and expenses of Lessor relating to the implementation of remedies under this Agreement as further provided herein; (ii) the applicable Purchase Price of the Equipment and (iii) the Rental Payments due during the Original Term or Renewal Term then in effect; and
(c) Take whatever action under the Uniform Commercial Code or under other law or in equity as may appear necessary or desirable to enforce its rights as the owner or secured creditor of the Equipment.

Lessee further agrees that Lessee shall pay to Lessor such further amounts as may be sufficient to reimburse Lessor fully for its costs and expenses as incurred as a result of Lessee's default including, without limitation, Lessor's costs and expenses in enforcing, or endeavoring to enforce, its rights and remedies under the Agreement or incident thereto, including without limitation and to the extent not prohibited by applicable law, the Lessor's reasonable attorney's fees and expenses for enforcing Lessee's obligations hereunder.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Counterparts; Electronic Signature. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Agreement or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Agreement and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSEE: City of Blue Springs	**LESSOR: Leasing 2, Inc.**
By: _____	By: _____
Christine Cates	
Title: City Administrator	Title: _____
Date: _____	Date: _____

EXHIBIT A

RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES

LESSEE: City of Blue Springs

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver**,** the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

_____	Christine Cates, City Administrator
(Signature of Party to Execute Lease-Purchase Agreement and Escrow Agreement)	(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

_____
Secretary/Clerk

_____
Print Name and Title

_____
Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **City of Blue Springs**

DATE OF AGREEMENT: **July 15, 2024**

Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Ladies/Gentlemen:

As counsel for **City of Blue Springs** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **July 15, 2024** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Missouri.**

2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.

3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

4. Applicable public bidding requirements have been complied with.

5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.

6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.

7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

_____

ORIGINAL SIGNATURE LETTER IS REQUIRED

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, **Christine Cates**, hereby certify that I am duly qualified and acting **City Administrator**, of **City of Blue Springs** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **July 15, 2024** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **$265,919.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **$265,919.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **City of Blue Springs**

By: _____
Christine Cates

Title: City Administrator

Date: _____

EXHIBIT D

DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

1- RAVO 5i Sweeper, S/N: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

500 SE Sunnyside School Rd

Blue Springs, MO 64014

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **City of Blue Springs**

By: _____
Christine Cates

Title: City Administrator

Date: _____

EXHIBIT E

PAYMENT SCHEDULE

LESSEE: City of Blue Springs
EQUIPMENT COST: $265,919.00
COMMENCEMENT DATE: 7/15/2024
INTEREST RATE: 6.22%

PAYMENT NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE PRICE*
1	1/15/2025	$61,684.24	$8,449.79	$53,234.45	$219,334.96
2	1/15/2026	$61,684.24	$13,222.62	$48,461.62	$168,680.56
3	1/15/2027	$61,684.24	$10,209.75	$51,474.49	$115,336.42
4	1/15/2028	$61,684.24	$7,009.58	$54,674.66	$59,159.71
5	1/15/2029	$61,684.24	$3,610.46	$58,073.78	$0.00
Grand Totals		**$308,421.20**	**$42,502.20**	**$265,919.00**	

LESSEE: **City of Blue Springs**

By: _____
Christine Cates

Title: City Administrator

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **July 15, 2024**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted**: Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,

2. _____ **Equipment delivery has not yet taken place**: The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **City of Blue Springs**

By: _____
Christine Cates

Title: City Administrator

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **July 15, 2024.**

Reference is made to certain Lease-Purchase Agreement dated **July 15, 2024,** between **Leasing 2, Inc.** and **City of Blue Springs,** leasing the personal property described in Exhibit D to such Lease. This confirms and affirms that such equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment: _____

_____

_____

_____

Sincerely,

_____ _____

Christine Cates, City Administrator Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **July 15, 2024**, (the “Agreement”) between **Leasing 2, Inc.** ("Lessor") and **City of Blue Springs** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than $10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year.

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than $10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **City of Blue Springs**

By: _____
Christine Cates

Title: City Administrator

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **City of Blue Springs** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement, dated as of **July 15, 2024**, between **Leasing 2, Inc.** ("Lessor") and **City of Blue Springs** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Blue Springs** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 02284-7386

LESSEE: **City of Blue Springs**

By: _____
Christine Cates

Title: City Administrator

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **City of Blue Springs**
903 West Main Street
Blue Springs, MO 64015

RE: INSURANCE COVERAGE REQUIREMENTS **(Check one):**

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____ to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:
$500,000.00 per person
$1,000,000.00 aggregate bodily injury liability
$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Christine Cates

Title: City Administrator

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name:_____

Company:_____

Street Address or Box #:_____

City, State, Zip: _____

County: _____

Telephone:_____( )_____

Fax:_____( )_____

Email Address:_____

Invoice Reference: RAVO 5i Sweeper

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made and entered into as of **July 15, 2024** ("Escrow Agreement Date"), by and among Leasing 2, Inc. or its assigns ("Lessor"), **City of Blue Springs** ("Lessee") and Old National Wealth Management ("Escrow Agent").

RECITALS

WHEREAS, Lessor and Lessee have entered into the Lease-Purchase Agreement dated **July 15, 2024** (the "Lease"), pursuant to which the equipment more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Escrow Agent agrees to serve as escrow agent for such funding and acquisition;

WHEREAS, Escrow Agent is hereby notified that Lessor expects to assign all of its right, title, and interest in and to, but not its obligations under, the Lease and this Escrow Agreement to **Santander Bank, N.A.**, including, in particular, but without limitation, and Lessor's right to approve all payment requests submitted by Lessee and Lessor's security interest in the Fund (as defined herein).

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Escrow Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Lease.

2. Lessor has delivered to Escrow Agent the sum of $ **265,919.00** ("Escrow Amount") for deposit by Escrow Agent in an Escrow Account established in connection with the Lease (the "Fund"). The Fund will be administered by Escrow Agent pursuant to the terms of this Escrow Agreement. Lessee acknowledges that Escrow Agent may commingle the Escrow Amount held by Escrow Agent for the benefit of Lessee with other funds held by Escrow Agent for its own account, so long as the Escrow Agent maintains segregation of the Fund on the books and records of Escrow Agent. The Escrow Amount shall not be the property of the Escrow Agent, notwithstanding the fact that it may be commingled with other funds of the Escrow Agent.

3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Escrow Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Exhibit A", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Escrow Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Exhibit A", for that portion of the Equipment for which payment is requested. Payment by Escrow Agent shall be to the payee shown on the Escrow Disbursement Request Form. Escrow Agent may deduct overnight mailing fees from the Fund prior to any disbursement requested by Lessee in writing to be sent via overnight mail.

4. No fees are due to the Escrow Agent under this Escrow Agreement and neither the Lessee nor any assignee of Lessor shall be responsible for payment of any fees to the Escrow Agent.

5. Escrow Agent will invest the Fund, as specified by Lessor, in a Federated Government Obligation Money Market account, ticker GOSXX; provided, however, that notwithstanding anything herein, the yield on the Fund shall not be allowed to exceed the yield on the Lease. If the yield on the Fund at any time exceeds the yield on the Lease, the Lessor shall direct the Escrow Agent to invest the Fund in a lower yielding investment such that no arbitrage is earned on the Fund. Escrow Agent shall maintain the Fund until termination of the Fund pursuant to Section 6 hereof.

6. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Escrow Agent for all the Equipment, this Escrow Agreement shall terminate and the Fund shall be closed. If not terminated earlier, this Escrow Agreement shall terminate and the Fund shall close on the date that is three years after the Escrow Agreement Date ("Termination Date"). Upon termination of this Escrow Agreement and closing of the Fund, Escrow Agent shall transfer all remaining principal in the Fund to Lessor and such amounts shall be applied by Lessor to Lessee's next Rental Payment. Lessee agrees that any interest earned on the Escrow Amount held in the Fund in excess of the costs of the Equipment will be paid to Leasing 2, Inc.

7. Lessor and Lessee may by written agreement between themselves remove the Escrow Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Escrow Agent.

8. Escrow Agent may at any time and for any reason resign as Escrow Agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.

9. Escrow Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Escrow Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Escrow Agreement or the Lease.

10. Escrow Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Escrow Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.

11. Except to the extent it would invalidate the Lease or otherwise be prohibited by law, to secure the payment of all Lessee's obligations under the Lease, Lessee, grants to Lessor a security interest constituting a first lien on the Escrow Amount and on all amounts held in the Fund and any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain such first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.

12. The Lessor and Lessee, to the extent permitted by law, hereby agree to indemnify, defend, protect and hold the Escrow Agent, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Escrow Agent may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Escrow Agent's negligence or willful misconduct or its failure to act in accordance with the terms of this Escrow Agreement. This indemnity shall survive the termination of this Escrow Agreement or the removal or resignation of the Escrow Agent. The Escrow Agent agrees to indemnify, defend, protect and hold the Lessor, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Lessor may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Lessor's negligence or willful misconduct.

13. This Escrow Agreement may be amended only by written agreement executed by all the parties.

14. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.

15. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Lessee is organized.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

LESSOR: Leasing 2, Inc.

BY: _____

Name: _____

Title: _____

LESSEE: City of Blue Springs

BY: _____

Name: Christine Cates

Title: City Administrator

ESCROW AGENT: Old National Wealth Management

BY: _____

Name: _____

Title: _____

ESCROW AGREEMENT – Exhibit A

ESCROW DISBURSEMENT REQUEST FORM

Old National Wealth Management, acting as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of **July 15, 2024**, by and among the Escrow Agent, Leasing 2, Inc. ("Lessor") and **City of Blue Springs** (" Lessee") (the "Escrow Agreement"), is hereby requested to pay to the person or corporation designated below as payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below, which equipment was financed pursuant to that certain Lease-Purchase Agreement dated **July 15, 2024**, by and between Lessor and Lessee (the "Lease"). The amount shown below is due and payable under the attached vendor invoice(s) of payee with respect to the described equipment and has not formed the basis of any prior request for payment from the escrow account established under the Escrow Agreement.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

_____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check *** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

_____ _____

_____ _____

_____ _____

***Please note that there might be a fee charged for overnight delivery.
This fee will be deducted from the escrow balance before disbursement is made.

Lessee: City of Blue Springs

By: _____

Name: Christine Cates

Title: City Administrator

Assignee: Santander Bank, N.A.

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

Lessee hereby acknowledges receipt in good condition of all the equipment described above and included on the attached vendor invoice(s), hereby accepts such equipment, and hereby certifies that Lessor or its assignee has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 8.03 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: _____

Lessee: City of Blue Springs

By: _____

Name: Christine Cates

Title: City Administrator

SUPERSEDING ADDENDUM

1. This superseding addendum is made and entered this ___ day of _____, 2024, by and between Blue Springs, Missouri ("Lessee") and Leasing 2, Inc. ("Lessor").

2. This superseding addendum form is hereby made a part of the Lease-Purchase Agreement, (the "Agreement") by and between the parties, modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this addendum is expressly incorporated and made a part of the Agreement.

3. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Jackson County, Missouri at Independence or in federal court of the Western District of Missouri and waive any objection based upon venue or forum or otherwise.

4. Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the Lessee's sovereign immunity.

5. Section 4.03 of the Agreement is amended to read as follows:

   Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor within 250 miles of Lessee, located at 903 W Main St, Blue Springs, Missouri 64015. For a delivery within 250 miles of Lessee, all expenses resulting from the return of Equipment on termination will be borne by Lessee.

6. Section 12.03 of the Agreement is amended to read as follows:

   Subject to and without waiving its sovereign immunity, and to the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its

officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

7. The meaning of "force majeure" as set forth in Section 13.01 of the Agreement is amended to include "pandemic".

8. Section 14.01 of the Agreement is amended to read as follows:

   All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business. At the agreement of the parties, notice, certificates or other communications hereunder may be given by electronic mail.

   This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and Docusign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

9. Section 14.13 of the Agreement is amended to read as follows:

   If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Purchase Price. Any balance of net proceeds remaining after completion of Equipment

construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

10. Exhibit C, Certificate as to Arbitrage, Paragraph 2 is amended to read as follows:

    On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **$265,919.00**, which, together with
    interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **$265,919.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be utilized towards Rental Payments.

11. Escrow Agreement, Paragraph 6 is amended to read as follows:

    Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Escrow Agent for all the Equipment, this Escrow Agreement shall terminate and the Fund shall be closed. If not terminated earlier, this Escrow Agreement shall terminate and the Fund shall close on the date that is three years after the Escrow Agreement Date ("Termination Date"). Upon termination of this Escrow Agreement and closing of the Fund, Escrow Agent shall transfer all remaining principal, and any interest, in the Fund to Lessor and such amounts shall be applied by Lessor to Lessee's next Rental Payment.

12. Escrow Agreement, Paragraph 12 is amended to read as follows:

    The Lessor and Lessee, to the extent permitted by law, hereby agree to indemnify, defend, protect and hold the Escrow Agent, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Escrow Agent may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Escrow Agent's negligence or willful misconduct or its failure to act in accordance with the terms of this Escrow Agreement. This indemnity shall survive the termination of this Escrow Agreement or the removal or resignation of the Escrow Agent. The Escrow Agent agrees to indemnify, defend, protect and hold the Lessor, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Lessor may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Lessor's negligence or willful misconduct. Nothing herein shall be construed to be a waiver

of Lessee's sovereign immunity. Any indemnity provided by or duty of Lessee under this paragraph shall be further limited to actions taken at the direction of Lessee.

[Remainer of page intentionally left blank**]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or by their authorized representatives.

Leasing 2, Inc.

By:_____

Name: _____

Title: _____

Dated: _____

CITY OF BLUE SPRINGS, MISSOURI:

By:_____
Christine Cates, City Administrator

Dated: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
August 5, 2024

EXHIBITS FOR PUBLIC HEARING

DUTCH BROS COFFEE GENERAL DEVELOPMENT PLAN (GDP-06-24-9177)

EXHIBIT #1 City Council Information Form dated July 23, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Site Location; Site Zoning Map; Affidavit of Publication in The Examiner on July 6, 2024; 185 ft Notification Map; Name/addresses of property owners within 185 ft of site; Copy of letter sent to said property owners and Bill approving the General Development Plan

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 23, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: Community Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing is being held at the request of the applicant, Jay O'Dell, of Aubrey Enterprises, on behalf of the property owner, Kavaso Investments, for a General Development Plan (GDP-06-24-9177) for a multi-tenant pad site including a Dutch Bros Coffee Drive-Thru business and two general commercial retail spaces for the property located at 701 NW 7 Hwy. Upon conclusion of the public hearing, a Bill approving the General Development Plan will be ready for induction and readings.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval of a General Development Plan for Dutch Bros. Coffee and two additional general commercial retail spaces. The subject property is located at 701 NW 7 Hwy. The development proposal includes a pad-site, with a three-tenant general commercial retail building for a total of 4,721-sq ft to be built on a previously developed tract of land located in a "GB"-General Business zoning district at the Copperleaf Shopping Center. On July 22, 2024 the Planning Commission approved the General Development Plan and Preliminary Plat.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 12, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the General Development Plan application with three (3) conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement of the development standard contained in the UDC.
2. A Site Plan Design Review is required to review final building and site design, including landscaping.
3. Final building and site design must meet Non-Residential Design Standards per UDC 407.090 and any other applicable sections of the Unified Development Code.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission

Date:	July 22, 2024
Action:	Recommend approval of the General Development Plan: 6 Aye, 1 No Approved the Preliminary Plat: 6 Aye, 1 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Site Location; Site Zoning Map; Affidavit of Publication in The Examiner on July 6, 2024; 185 ft Notification Map; Name/addresses of property owners within 185 ft of site; Copy of letter sent to said property owners
2. Bill approving the General Development Plan

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: July 22, 2024 Council: August 05, 2024
Project Name:	***Dutch Bros Coffee***
Site Location:	701 NW 7 HWY Unit A
Project Request:	**GDP-06-24-9177**; General Development Plan for a multi-tenant pad site including a drive-thru coffee business and general commercial retail spaces. **PP-06-24-9179**; Preliminary Plat of Lot 1A, Copperleaf Shopping Center Replat and Lot 122, Melody Acres.

Applicant: Jay O'Dell
Property Owner: Vadim Agarmirzoyan | Kavaso Investments
Staff Planner: Shantele Frie | Associate Planner

Project Description: The applicant is requesting approval of a General Development Plan and a Preliminary Plat for Dutch Bros Coffee and two additional retail spaces. The subject property is addressed 701 NW 7 HWY. The development proposal includes a three tenant (4,721 sq ft) building to be built on a vacant tract located in a "GB" General Business zoning district at the Copperleaf Village Shopping Center.

Staff Recommendation: Staff recommends approval with conditions of the General Development Plan and Preliminary Plat applications. Conditions are identified at the end of this report.

Previous Actions:

Date	Review Body	Action
08/22/2005	Planning Commission	Approved a Site Plan/Design Review/Redevelopment Modification Plan
08/22/2005	Planning Commission	Approved a Redevelopment Modification Plan
05/22/2005	Planning Commission	Approved a Site Plan/Design Review
06/19/2006	City Council	Approved Final Plat
07/10/2006	Planning Commission	Approval of a Master/Alternative Sign Plan
05/05/2012	Planning Commission	Approval of a Redevelopment Modification Plan.
01/10/2022	Planning Commission	Approval of Preliminary and Final Plats for a replat of Copperleaf Village Shopping Center
01/18/2022	City Council	Approval of Final Plat for a replat of Copperleaf Village Shopping Center.
11/2022	Administrative	Approval of Administrative Coffee Conveyance Plat to sell property

Future Applications: The General Development Plan and Preliminary Plat will be reviewed concurrently. A Site Plan Design Review and Final Plat are required to be approved, and the Final Plat recorded at Jackson County, prior to the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"GB" (General Business)	Copperleaf Village Shopping Center
South:	"GB" (General Business)	Bank/ATM
East:	"GB" (General Business)	Con Carpet Business
West:	"GB" (General Business)	Copperleaf Village Shopping Center

GENERAL DEVELOPMENT PLAN & PRELIMINARY PLAT ANALYSIS

The purpose of the general development plan process is to ensure compliance with zoning and other development regulations and the achievement of quality development through the review of a general development plan that will represent the general development on the site. The general development plan will be approved by City Council to establish the framework for development on a property. A general development plan is a generalized development plan for the entire area proposed to be included within a proposed development. The purpose of a general development plan is to allow preliminary review of a proposed development before substantial technical work has been undertaken.

Platting is a process where a proposed division, or partition of land and property interests therein, is reviewed to ensure development patterns in compliance with long-range comprehensive plans; coordinating infrastructure with existing, future and potential capital improvements; and that all lots are buildable, served with adequate public facilities, and capable of meeting the zoning and development standards.

Preliminary Plat

Requirements: The proposed Preliminary Plat meets the minimum standards described in UDC Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Preservation: The site is a previously developed but currently vacant located in Copperleaf Village Shopping Center. It was platted as a tract under the Coffee Conveyance Plat so the property could be sold. The preliminary/final plat are required to turn tract back into a buildable lot; since the property has to be platted and a General Development Plan is required.

Phasing: The site is proposed to be redeveloped in a single-phase.

Streets & Sidewalks: The development proposes closing two existing drive access points to NW Hwy 7 and NW R D Mize Road and utilize the existing access drives currently serving the Copperleaf Shopping Center.

Traffic: Based on current traffic volumes and anticipated traffic trip generation, a traffic memo analysis will be required by the City of Blue Springs assessing the proposed EB approach.

The applicant is currently working with a Traffic Engineer to address results of a traffic study. Traffic study requirements are outlined in Section 5200 of the City's Design and Construction Manual.

Stormwater: The proposed improvements consist of the construction of a 4721-sf building including a 1,159-sf coffee shop with a drive-thru, two retail spaces totaling 3,562-sf and the necessary site improvements for proper operations. The proposed improvements will disturb 0.96 acres and will decrease the impervious area from 29,363 sf (existing) to 26,135 sf (proposed). Based on APWA Section 5600, the improvements meet exemption A 3 and detention is not required with the decrease in impervious areas. Based on the BMP manual, the improvements do not require water quality measures because the project does not consist of more than 1 acre.

Sanitary Sewer: Gravity sanitary sewer is located on MO-7 HWY on the east side of the development. An engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer.

Open Space: Per the "GB"-General Business zoning district standards, designated open space is twelve (12) percent. The development is required to install open space landscaping within the parking areas.

Land Use: The proposed land use of the property is fast food restaurant/small retail which is allowed by right in the General Business District. The applicant is proposing the southernmost space to be used by Dutch Bros. Coffee and additional smaller retail stores.

Building Typology: The proposed development is classified as a "Pad Site Building" type which is defined as "a free-standing building similar to a small commercial building, but on a larger lot that includes more space for frontage designs, landscape, and buffers, and access and circulations." The Pad Site building type is permitted in the "GB" zoning district. The applicable development standards are provided in the table below.

Pad Site Building

Standard	Requirement	Proposed
Frontage Width	75-ft. min.	132 ft.
Lot Area	7,500 sq ft	22,064 sq ft
Front Setback	10-ft. min.	50-ft.
Side Setback	10-ft. min.	71.63-ft.
Rear Setback	20-ft. min	34.31-ft.
Building Height	30-ft. max.	24-ft
Building Coverage	65% of lot area max.	46%
Frontage Type	Terrace	Terrace

Parking: Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Restaurant, fast food	1 space per 75 square feet of customer service or dining area; 1 per 200 square feet in no customer service or dining area, plus stacking Minimum 6 parking spaces Minimum of 8 stacking spaces	18 regular parking spaces, 1 ADA and 16 stacking spaces will be provided

Bike parking is required and proposed as follows:

Land Use	Required	Provided
Retail or Office uses	10% of the required vehicle spaces up to 200 vehicle parking spaces	**Will be reviewed in the Site Plan Design Review**

The applicant is proposing 18 parking spaces for the site and all parking stalls meet the minimum size requirements. The site only required 16 parking spaces due to the small square footage of the retail spaces. There are 16 stacking spaces available for the Drive-Thru for Dutch Bros Coffee. The drive-thru is the primary service area for customers. The applicant intends higher usage and frequency of vehicles at the drive thru rather than the parking spaces.

The applicant is proposing a three (3) foot tall masonry wall with materials to match the proposed building. This masonry wall will help shield MO HWY 7 from headlights stacking in the Drive-Thru.

Pedestrian Access: The applicant is proposing an internal sidewalk; the internal sidewalks are around the exterior of the building footprint. The internal sidewalks proposed are 8 feet; and there will be parking bollards placed along the North side of the building. A 5-ft wide sidewalk meeting Americans with Disability Act regulations (including the maximum cross slope requirements along drives) is required along R D Mize and MO HWY 7.

Architectural Character: The site includes a single-story building with 3 total retail spaces. The building proposed is to have fiber cement siding and have accents of brick veneer siding. **The buildings and site design are required to meet the Non-Residential Design Standards in UDC Section 407.090. Final building and site design will be reviewed through the Site Plan Design Review process.**

Frontage & Landscaping: The applicant has provided a conceptual landscaping plan for the site. The developer is preserving several existing trees while proposing various trees and shrubs to be planted throughout the available green space. Additional details and plant units may be needed to meet landscaping requirements.

Signage: Signs shown in the rendering are not finalized. All signs that meet the Sign Code will be reviewed administratively and must follow the appropriate permitting process. Signage will be reviewed in more detail with the Site Plan Design Review and by staff prior to the issuance of sign permits for the site.

Review Criteria: *A General Development Plan shall be reviewed according to the following criteria:*

1. The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC, unless modifications are requested and approved through the approval of the general development plan. Said modifications shall generally be minor and shall be clearly noted in the staff report.

STAFF RESPONSE: The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC. The applicant has not requested any deviations or modifications to the UDC.

2. The proposed general development plan is consistent with the current zoning on the property or conditioned on the approval of an existing application for a Zoning Map amendment.

   STAFF RESPONSE: The proposed general development plan is consistent with the current zoning on the property and the proposed use is allowed by right in the General Business zoning district.

3. The general development plan is in compliance with all applicable use, development and design standards set forth in this Code, unless alternative design standards have been approved for the development.

   STAFF RESPONSE: The general development plan complies with all applicable use, development, and design standards set forth in this Code. No alternative development standards have been proposed.

4. Adequate facilities and services exist or are planned by the project to serve the development at the time of construction.

   STAFF RESPONSE: The existing facilities and services are in place to serve the development.

5. The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations. Compatibility with the surrounding area is demonstrated by proposed improvements, including screening and buffering that has been provided to minimize impacts to adjacent uses.

   STAFF RESPONSE: The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

6. The general development plan will provide for orderly physical growth of the City, and foster safe, convenient and walkable neighborhoods and shopping districts.

   STAFF RESPONSE: The general development plan will provide for orderly physical growth of the City.

Review Criteria: *A Preliminary Plat shall be reviewed based on the following criteria:*

7. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan. In particular, the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.

   STAFF RESPONSE : The proposed Preliminary Plat is in accordance with the Comprehensive Plan Designation of corridor reinvestment area.

8. Compliance with the requirements of this Development Code. In particular, the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

STAFF RESPONSE: The proposed plan is in compliance with the requirements of this Development Code.

9. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

   STAFF RESPONSE: The plan is proposed to be developed in one phase.

10. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

    STAFF RESPONSE: This project has not provided preliminary reports, but the overall site layout appears to incorporate sound planning, engineering, and urban design solutions.

11. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

    STAFF RESPONSE: The application does not deter any existing or future development on adjacent properties. The redevelopment will hopefully spark development on adjacent vacant properties.

12. The design does not impede the construction of future public infrastructure within the area.

    STAFF RESPONSE: The design of the site does not impede the construction of future public infrastructure within the area.

13. The recommendations of professional staff.

    STAFF RESPONSE: Staff recommends approval of the Preliminary Plat with conditions.

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the applicant may proceed with the construction plans and submit the proposed final plat for review and approval.

Staff Recommendation:

Staff recommends approval of the General Development Plan application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. A Site Plan Design Review is required to review final building and site design, including landscaping.
3. Final building and site design must meet Non-Residential Design Standards per UDC 407.090 and any other applicable sections of the Unified Development Code.

Staff recommends approval of the Preliminary Plat application with the following conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. A 5-foot-wide sidewalk meeting Americans with Disability Act regulations (including the maximum cross slope requirements along drives) is required along R.D. Mize Road and MO HWY 7.
3. Prior to Final Plat recording, all Public Works items must be complete and pass inspection. This includes but is not limited to recommendations from the Traffic Impact Study.
4. Easements shall be delineated, labeled, and dedicated for all storm detention and storm water quality best management practices on the Final Plat.
5. A Final Plat must be approved and recorded prior to the issuance of any building permits within the development.

Blue Springs, MO





Legend

- City Limits
- City Parcels
- County Parcels

Notes

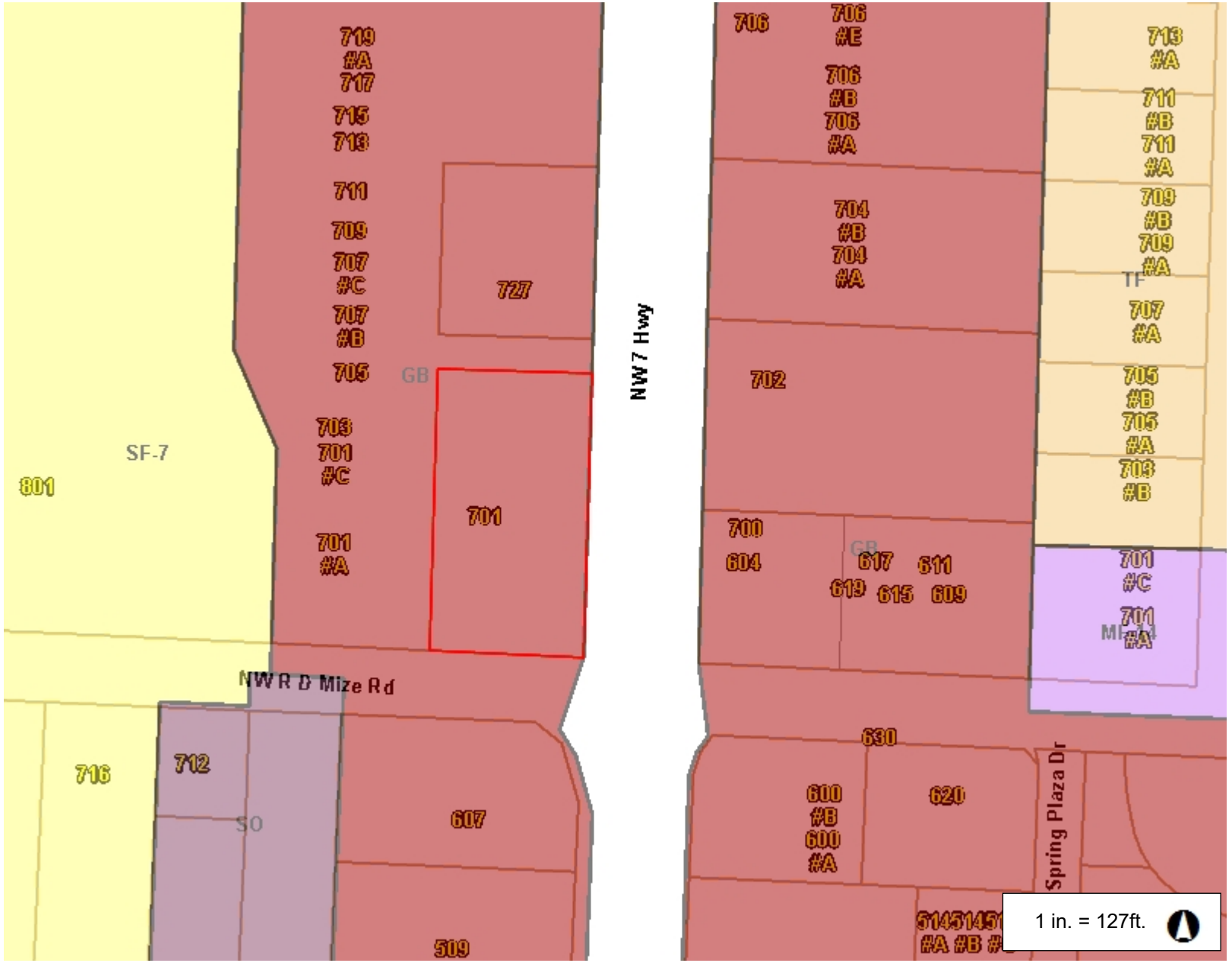
Dutch Bros Coffee
GDP-06-24-9177; PF-06-24-9178;
PP-06-24-9179; SPDR-06-24-9180

254.8 0 127.40 254.8 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Blue Springs, MO





Legend

Zoning Overlays

- ADP-O
- H-O
- PD
- PR-O
- PUD
- PUD/R-O
- R-O

Zoning Districts

- Agricultural
- Central Business
- Civic Service
- County - General Business
- County - Local Business
- County - Multi-Family
- County - Residential Estate
- County - Single Family
- Downtown Zoning - T3
- Downtown Zoning - T4
- Downtown Zoning - T5
- General Business
- Heavy Industrial
- Light Industrial
- Multi Family - 10
- Multi Family - 14
- Multi Family - 18

254.8 0 127.40 254.8 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Dutch Bros Coffee
GDP-06-24-9177; PF-06-24-9178;
PP-06-24-9179; SPDR-06-24-9180

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: IOTGljLkPvaONhlyROWC
Dutch Bros

See Proof on Next Page

AFFIDAVIT OF PUBLICATION: #2450240

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Shalon Hartle

I, Shalon Hartle, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Jul. 6, 2024

Shalon Hartle
Authorized Agent

Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $206.98

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE
General Development Plan I GDP-06-24-9177
"Dutch Bros Coffee/Retail"
701 NW 7 HWY, Unit A
Parcel # 36-430-10-26-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on Monday, July 22 at 6:30 p.m. in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Jay O'Dell, Aubry Enterprises, on behalf of the property owner, Kavaso Investments, for approval of a General Development Plan (GDP-06-24-9177) to develop a three tenant space building of a total of 4,721 square feet to be built on 0.76 acres located at 701 NW 7 HWY, Unit A. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

ALL OF LOT 1A COFFEE CONVEYANCE PLAT, A SUBDIVISION IN, BLUE SPRINGS, JACKSON COUNTY MISSOURI.

ALL THAT PART OF LOT 1A, COPPERLEAF SHOPPING CENTER REPLAT AND LOT 122, MELODY ACRES, BOTH BEING RECORDED SUBDIVISIONS LYING WITHIN THE CIYT OF BLOUE SPRINGS JACKSON COUNTY, MISSOURI, BEING FURTHER DESCRIBED BY JOSEPH B. STRICT, MISSOURI PLS 200105274 OF STRICK & CO., INC. AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1A, COPPERLEAF SHOPPING CENTER REPLAT, THENCE SOUTH 01°40'53" WEST, ALONG THE EAST LINE OF SAID LOT 1 AND ALONG THE WESTERLY RIGHT OF WAY OF MISSOURI HIGHWAY 7 AS NOW EXISTS, A DISTANCE OF 547.19 FEET TO THE INTERSECTION OF SAID EAST LINE WITH SOUTHERLY LINE OF AN EXISTING THIRTY FOOT WIDE PLATTED ACCESS EASEMENT AS DEDICATED ON THE FINAL PLOT OF COPPERLEAF SHOPPING CENTER REPLAT AND POINT OF BEGINNING, THENCE SOUTH 01°40'53" WEST, CONTINUING ALONG THE EAST LINE OF SAID LOT 1 AND SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 247.67 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY OF NW RD MIZE ROAD, AS NOW EXISTS; THENCE NORTH 87°20'22" WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 134.53' TO THE INTERSECTION OF REPLAT; THENCE NORTH 01°40'04" WEST, ALONG THE EASTERLY LINE OF SAID PLATTED ACCESS EASEMENT, A DISTANCE OF 254.34 FEET (MEASURED, 254.78' PLATTED) TO THE INTERSECTION OF SAID EASTERLY LINE WITH THE SOUTHERLY LINE OF THE AFOREMENTIONED EXISTING THIRTY FOOD WIDE PLATTED ACCESS EASEMENT; THENCE SOUTH 88°19'56" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 134.57 FEET (MEASURED, 134.67' PLATTED), TO THE POINT OF BEGINNING AND CONTAINING 33,165.43 SQUARE FEET, MORE OR LESS

CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie, Associate Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted General Development Plan / GDP-06-24-9177 on Monday, August 05, at 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Jul 6, 2024

2450240

PUBLIC NOTICE

General Development Plan | GDP-06-24-9177
"Dutch Bros Coffee/Retail"
701 NW 7 HWY, Unit A
Parcel # 36-430-10-26-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, July 22 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Jay O'Dell, Aubry Enterprises, on behalf of the property owner, Kavaso Investments, for approval of a General Development Plan (GDP–06-24-9177) to develop a three tenant space building of a total of 4,721 square feet to be built on 0.76 acres located at 701 NW 7 HWY, Unit A. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

ALL OF LOT 1A COFFEE CONVEYANCE PLAT, A SUBDIVISION IN, BLUE SPRINGS, JACKSON COUNTY MISSOURI.

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THE AFOREMENTIONED EXISTING THIRTY FOOD WIDE PLATTED ACCESS EASEMENT; THENCE SOUTH 88'19'56" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 134.57 FEET (MEASURED, 134.67' PLATTED), TO THE POINT OF BEGINNING AND CONTAINING 33,165.43 SQUARE FEET, MORE OR LESS

CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie, Associate Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted General Development Plan / GDP-06-24-9177 on **Monday, August 05, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, July 6, 2024
E-MAIL TO THE EXAMINER: legals@examiner.net
07/02/2024

FirstName	Address1	Address2	City	State	Zip
HIGHWAY 7 RETAIL LLC	4400 COLLEGE BLVD	STE 170	OVERLAND PARK	KS	66211
BERZERKER LLC | KAVASO INVESTMENTS LLC	PO BOX 12106		GLENDALE	AZ	85318
BANK JACOMO	909 S 7 HWY		BLUE SPRINGS	MO	64014
LEGACY MIDWEST INVESTMENTS LLC	700 N 7 HWY		BLUE SPRINGS	MO	64014
BERZERKER LLC | KAVASO INVESTMENTS LLC	17801 JOYAS CT		POWAY	CA	92064
HAUSER JOHN S	1605 SW CROSS CREEK PL		BLUE SPRINGS	MO	64015
CATHOLIC DIOCESE OF KC & ST	PO BOX 419037		KANSAS CITY	MO	64141
ROTTINGHAUS REAL ESTATE LLC	PO BOX 356		ONALASKA	WI	54650
LENHART FRAUENBERG LLP	1209 HILL RD	N #124	PICKERINGTON	OH	43147
HONEYBEE REALTY LLC	395 S END AVE	UNIT 9N	NEW YORK	NY	10280
MIZE PROPERTIES LLC	708 NW R D MIZE RD		BLUE SPRINGS	MO	64015
NORTH WEST 7 LLC	109 HALF LAKE RD		WARRENSBURG	MO	64093

Blue Springs, Missouri
Community Development

July 6, 2024

Ref: Public Hearing: General Development Plan | GDP-06-24-9177
Dutch Bros Coffee
701 NW 7 Hwy Unit A
Parcel # 36-430-10-26-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Jay O'Dell, Aubry Enterprises, on behalf of the property owner, Vadim Agarmirzoyan, Kavaso Investments, for approval of a General Development Plan (GDP-06-24-9177) to construct a 3 tenant building totaling 4,721 square feet at 701 NW 7 Hwy, Unit A.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, July 22, 2024 @ 6:30 p.m.
&
City Council – Monday, August 5, 2024 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Traci Breshears
Administrative Assistant

Introduced by Councilmember _____ BILL NO. 5239
(GDP-06-24-9177)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A GENERAL DEVELOPMENT PLAN FOR A MULTI-TENANT PAD SITE INCLUDING A DUTCH BROS COFFEE DRIVE-THRU BUSINESS AND TWO GENERAL COMMERCIAL RETAIL SPACES

WHEREAS, proper application having been made to approve a General Development Plan for property hereinafter described; and

WHEREAS, after review of the General Development Plan with respect to such issues as density, impacting surrounding areas, and the adequacy of facilities and services, basic parameters are established for development; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri (UDC), said application was referred to the Planning Commission for report and recommendation, and a public hearing was held on July 22, 2024, which Commission, after said hearing, recommended that the application for General Development Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council August 5, 2024; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the application was appropriate at the location herein described; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The following described tract of real estate is hereby declared subject to the General Development Plan for a Multi-Tenant Pad Site including a Drive-Thru Coffee Business and two General Commercial Retail Spaces. The site is legally described as:

ALL THAT PART OF LOT 1A, COPPERLEAF SHOPPING CENTER REPLAT AND LOT 122, MELODY ACRES, BOTH BEING RECORDED SUBDIVISIONS LYING WITHIN THE CIYT OF BLOUE SPRINGS JACKSON COUNTY, MISSOURI, BEING FURTHER DESCRIBED BY JOSEPH B. STRICT, MISSOURI PLS 200105274 OF STRICK & CO., INC. AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1A, COPPERLEAF SHOPPING CENTER REPLAT, THENCE SOUTH 01'40'53" WEST, ALONG THE EAST LINE OF SAID LOT 1 AND ALONG THE WESTERLY RIGHT OF WAY OF MISSOURI HIGHWAY 7 AS NOW EXISTS, A DISTANCE OF 547.19 FEET TO THE INTERSECTION OF SAID EAST LINE WITH SOUTHERLY LINE OF AN EXISTING THIRTY FOOT WIDE PLATTED ACCESS EASEMENT AS DEDICATED ON THE FINAL PLOT OF COPPERLEAF SHOPPING CENTER REPLAT AND POINT OF BEGINNING, THENCE SOUTH 01'40'53" WEST, CONTINUING ALONG THE EAST LINE OF SAID LOT 1 AND SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 247.67 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY OF NW RD MIZE ROAD, AS NOW EXISTS;

THENCE NORTH 87'20'22" WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 134.53' TO THE INTERSECTION OF REPLAT; THENCE NORTH 01'40'04" WEST, ALONG THE EASTERLY LINE OF SAID PLATTED ACCESS EASEMENT, A DISTANCE OF 254.34 FEET (MEASURED, 254.78' PLATTED) TO THE INTERSECTION OF SAID EASTERLY LINE WITH THE SOUTHERLY LINE OF THE AFOREMENTIONED EXISTING THIRTY FOOD WIDE PLATTED ACCESS EASEMENT; THENCE SOUTH 88'19'56" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 134.57 FEET (MEASURED, 134.67' PLATTED), TO THE POINT OF BEGINNING AND CONTAINING 33,165.43 SQUARE FEET, MORE OR LESS

Section 2. No land covered within this General Development Plan may be developed except in compliance with the Multi-Tenant Pad Site including a Drive-Thru Coffee Business and two General Commercial Retail Spaces approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said General Development Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its July 22, 2024 meeting and to the City Council at its August 05, 2024 meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this General Development Plan, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

2. A Site Plan Design is required to review final building and site design, including landscaping.

3. Final building and site design must meet Non-Residential Design Standards per UDC 407.090 and any other applicable sections of the Unified Development Code.

Section 3. The base zoning district standards and other applicable regulations of the Unified Development Code shall control development within the Multi-Tenant pad site including a Dutch Bros Coffee Drive-Thru Business and General Commercial Retail Spaces.

Section 4. A Site Plan Design Review application shall be submitted and approved prior to the issuance of any building permits for buildings, or lots as shown on the General Development Plan. Approval of the Site Plan Design Review shall only be granted if it is substantial compliance with the approved General Development Plan.

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

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be

corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL

August 5, 2024

EXHIBITS FOR PUBLIC HEARING

2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

EXHIBIT #1 City Council Information Form dated July 15, 2024 with the following attachments: Affidavit of Publication in The Examiner on June 22, 2024; 2024-2025 CDBG Annual Action Plan and Public Hearing Notice, Budget Overview; Summary of Public Comments, June 5, 2024, CDBG Advisory Committee Agenda and Approved Minutes; June 20, 2024 CDBG Advisory Committee Agenda; Annual Action Plan Draft and August 5, 2024, Public Hearing Notice on the City of Blue Springs website and all required CDBG certifications and Resolution approving 2024-2025 CDBG Annual Action Plan attached as Exhibit A

50CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 15, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: Community Development**

☐ Ordinance	☒ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing is being held at the request of the City of Blue Springs for consideration to approve the 2024-2025 Community Development Block Grant (CDBG) Annual Action Plan. Upon conclusion of the public hearing, a Resolution approving the 2024-2025 CDBG Annual Action Plan will be ready for adoption.

BACKGROUND/JUSTIFICATION

The City of Blue Springs is requesting approval of the 2024-2025 Community Development Block Grant (CDBG) Annual Action Plan (AAP). The AAP covers the one-year period beginning October 1, 2024 and ending on September 30, 2025. The AAP describes the specific program and activities that the City will undertake during the program year. The City has received a 2024 allocation of $261,291 and has pre 2024 funds for a total program of $281,291. The City also has $20,000 in pre-2024 funds that were approved to be reallocated in the 2024-2025 Annual Action Plan from previously funded activities that did not expend of the funds allocated. The pre-2024 funds are comprised of administrative funds that were not expended from previous grant years. The City is proposing to expend the total program on the following activities:

- Minor Home Repair Program: $50,000
- Commercial Façade Grant Program: $25,000
- Hope House: $13,471
- Community Services League: $25,721
- Sidewalk Improvement Program- $114,841
- Program Administration & Planning: $52,258

Public input was gathered during public hearings held by the CDBG Advisory Committee on June 5, 2024 and June 20, 2024, as well as during the 30-day public comment period between June 22, 2024 and July 22, 2024. All public comments and requests for funding are included in the Annual Action Plan.

The final Annual Action Plan, adopted by Resolution, will be submitted to the United States Department of Housing and Urban Development by August 15, 2024 for review and approval by October 1, 2024.

FINANCIAL IMPACT

Contractor:	Community Development Block Grant thru the Department of Housing and Urban Development
Amount of Request/ Contract:	$281,291 ($261,291 from FY2024, $20,000 from pre-FY 2024,)
Amount Budgeted:	$281,291

Budget Year:	FY 2024-25
Funding Source/Account #:	100-1250-530100 CDBG
Account Balance:	$281,291 upon approval of the FY 2024-25 Budget Date: 8/1/2024
Revenue to be Received:	$281,291
Revenue Account No.	100-00000-420120 CDBG

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	CDBG Advisory Committee
Date:	June 5, 2024
Action:	Public Hearing / Discussion
Name of Board or Commission:	CDBG Advisory Committee
Date:	June 20, 2024
Action:	Public Hearing / Discussion; Recommended approval of Annual Action Plan: 7 aye, 0 no

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Affidavit of Publication in The Examiner on June 22, 2024; 2024-2025 CDBG Annual Action Plan and Public Hearing Notice, Budget Overview; Summary of Public Comments, June 5, 2024, CDBG Advisory Committee Agenda and Approved Minutes; June 20, 2024 CDBG Advisory Committee Agenda; Annual Action Plan Draft and August 5, 2024, Public Hearing Notice on the City of Blue Springs website and all required CDBG certifications.
2. Resolution approving 2024-2025 CDBG Annual Action Plan attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

Public Notice
City of Blue Springs, Missouri
Community Development Block Grant
2024-2025 CDBG Annual Action Plan

The City of Blue Springs is presenting the 2024-2025 Annual Action Plan for public review and comment. **The draft plan will be available for a 30-day public comment period beginning Saturday, June 22, 2024 and ending on Monday, July 22, 2024.** The purpose of the public comment period is to allow the public the opportunity to review the plan and submit comments prior to the final draft being submitted to the City Council for approval. The public is encouraged to review and make comments, or attend the final public hearing, including organizations that provide assistance to low-moderate income residents and individuals who may be homeless or at risk of becoming homeless, public housing agencies, residents of public and assisted housing developments, and low-moderate income residents.

The 2024-2025 Annual Action Plan covers the 1-year period beginning October 1, 2024 and ending September 30, 2025. The Annual Action Plan describes the specific CDBG projects and activities that the City will undertake during the program year. The City has received an allocation of $261,291 for the 2024-2025 program year and will be reprogramming $ from pre-2023 allocations. The City has a total program of $281,291 for the program $20,000 year and is proposing to expend the funds on the following projects: $50,000 for low-moderate income housing benefit-including the Minor Home Repair; $39,192 for public services for low-moderate income clientele ($13,471 for Hope House, and $25,721 for Community Services League); $25,000 for slum-blight area benefit (Commercial Façade Grants); $114,841 for low-moderate income area benefit ($114,841 Sidewalk Improvements); and $52,258 for program administration and planning.

The final draft of the 2024-2025 Annual Action Plan will be presented to the City Council at a public hearing. **A public hearing will be held by the City Council on Monday, August 5, 2024 at 6:00 p.m. at the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO 64015.** At the public hearing, the City Council will open the public hearing, receive public comments, close the hearing, and accept the plan as submitted or as amended. The City shall consider the views of citizens, public agencies, and other interested parties in preparing the draft plan and final submission. A summary of all public comments will be attached to the final submission. The Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) after City Council approval for review and approval.

The City shall consider the views of citizens, public agencies, and other interested parties in preparing drafts and final submissions and attach a summary of such comments as they relate to the Annual Action Plan. The Annual Action Plan will be submitted to HUD for their review and approval after final approval by the City Council.

Any person with a disability desiring reasonable accommodations to participate in these meetings may contact: Cara Elbert, celbert@bluespringsgov.com or at 816-220-4504. Interpreter(s) may be provided for the hearing impaired or non-English speaking audience upon request prior to the meeting. All meeting locations are wheelchair accessible.

Cualquier persona con discapacidad que desee adaptaciones razonables para participar en estas reuniones puede comunicarse con: Cara Elbert, celbert@bluespringsgov.com o al 816-220-4504. Se podrán proporcionar intérpretes para personas con discapacidad auditiva o que no hablen inglés previa solicitud antes de la reunión. Todos los lugares de reunión son accesibles para sillas de ruedas.

For more information or to submit comments on the Annual Action Plan, contact Cara Elbert, Asst. Director Community Development, at 816-220-4504 or celbert@bluespringsgov.com. The draft plan may be viewed on the City's website at www.bluespringsgov.com/CDBG and is available at the following locations: City Hall, Vesper Hall, and the Blue Springs North and South branches of the Mid-Continent Public Library. Written comments may be submitted via email to celbert@bluespringsgov.com or mailed to Attn: CDBG, Community Development Department, 903 W. Main Street, Blue Springs, MO 64015. All written comments must either be received during the 30-day public comment period to be included with the draft plan or by Noon on Tuesday, July 23, 2024 to be included in the public hearing on August 5, 2024.

Published in The Examiner: Saturday, June 22, 2024

THE EXAMINER

Notice ID: AQCT1KChyz2JdZU33mHS
CDBG 30 Day Comment

See Proof on Next Page

AFFIDAVIT OF PUBLICATION: #2404360

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Shalon Hartle

I, Shalon Hartle, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Jun. 22, 2024

Shalon Hartle
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $268.42

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

Public Notice
City of Blue Springs, Missouri
Community Development Block Grant
2024-2025 CDBG Annual Action Plan

The City of Blue Springs is presenting the 2024-2025 Annual Action Plan for public review and comment. **The draft plan will be available for a 30-day public comment period beginning Saturday, June 22, 2024, and ending on Monday, July 22, 2024.** The purpose of the public comment period is to allow the public the opportunity to review the plan and submit comments prior to the final draft being submitted to the City Council for approval. The public is encouraged to review and make comments, or attend the final public hearing, including organizations that provide assistance to low-moderate income residents and individuals who may be homeless or at risk of becoming homeless, public housing agencies, residents of public and assisted housing developments, and low-moderate income residents.

The 2024-2025 Annual Action Plan covers the 1-year period beginning October 1, 2024, and ending September 30, 2025. The Annual Action Plan describes the specific CDBG projects and activities that the City will undertake during the program year. The City has received an allocation of $261,291 for the 2024-2025 program year and will be re-programming $from pre-2023 allocations. The City has a total program of $281,291 for the program $20,000 year and is proposing to expend the funds on the following projects: $50,000 for low-moderate income housing benefit-including the Minor Home Repair; $39,192 for public services for low-moderate income clientele ($13,471 for Hope House, and $25,721 for Community Services League); $25,000 for slum-blight area benefit (Commercial Façade Grants); $114,841 for low-moderate income area benefit ($114,841 Sidewalk Improvements); and $52,258 for program administration and planning.

The final draft of the 2024-2025 Annual Action Plan will be presented to the City Council at a public hearing. **A public hearing will be held by the City Council on Monday, August 5, 2024, at 6:00 p.m. at the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO 64015.** At the public hearing, the City Council will open the public hearing, receive public comments, close the hearing, and accept the plan as submitted or as amended. The City shall consider the views of citizens, public agencies, and other interested parties in preparing the draft plan and final submission. A summary of all public comments will be attached to the final submission. The Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) after City Council approval for review and approval.

The City shall consider the views of citizens, public agencies, and other interested parties in preparing drafts and final submissions and attach a summary of such comments as they relate to the Annual Action Plan. The Annual Action Plan will be submitted to HUD for their review and approval after final approval by the City Council.

Any person with a disability desiring reasonable accommodations to participate in these meetings may contact: Cara Elbert, celbert@bluespringsgov.com or at 816-220-4504. Interpreter(s) may be provided for the hearing impaired or non-English speaking audience upon request prior to the meeting. All meeting locations are wheelchair accessible.

Cualquier persona con discapacidad que desee adaptaciones razonables para participar en estas reuniones puede comunicarse con: Cara Elbert, celbert@bluespringsgov.com o al 816-220-4504. Se podrán proporcionar intérpretes para personas con discapacidad auditiva o que no hablen inglés previa solicitud antes de la reunión. Todos los lugares de reunión son accesibles para sillas de ruedas.

For more information or to submit comments on the Annual Action Plan, contact Cara Elbert, Asst. Director Community Development, at 816-220-4504 or celbert@bluespringsgov.com . The draft plan may be viewed on the City's website at www.bluespringsgov.com/CDBG and is available at the following locations: City Hall, Vesper Hall, and the Blue Springs North and South branches of the Mid-Continent Public Library. Written comments may be submitted via email to celbert@bluespringsgov.com or mailed to Attn: CDBG, Community Development Department, 903 W. Main Street, Blue Springs, MO 64015. All written comments must either be received during the 30-day public comment period to be included with the draft plan or by Noon on Tuesday, July 23, 2024, to be included in the public hearing on August 5, 2024.

Published in the Examiner, Jun 22, 2024

2404360

2024-2025 CDBG Annual Action Plan

Approved by City Council, 08/05/2024 (Resolution No. -2024)

Project	National Objective	HUD Code	Con Plan Goals	Funding Approved
Minor Home Repair Program	LMH	14A / 14F / 14I	#1, #4, #6, & #7	$50,000 (10 grants)
Commercial Façade Grant Program	SBA	14E	#1	$25,000
Public Services-Hope House*	LMC	05G		$13,471
Public Services-CSL*	LMC	05Q	#3	$25,721
Sidewalk Improvement Program	LMA	03F	#3	$114,841
Program Administration & Planning		20 / 21A / 21C / 21D / 21E	#1	$52,258
2023 Allocation:				**$261,291**
Pre-2023 Re-Program:				**$20,000**
Program Income:				**$0**
Total Program:				**$281,291**

CAPS:

Category	Maximum/Minimum Required	Proposed	Difference
Administration	$52,258.20 max.	$52,258.20	**$0**
Public Services	$39,193.65 max.	$39,192	**+$1.65**
LMI Benefit	$144,645.50 min.	$164,841	**+$20,195.50**
Slum/Blight Benefit	$26,129.10 max.	$25,000	**-$1,129.10**

Administration: 20% max. of allocation ($261,291) = $52,258.20
Public Services: 15% max. of allocation ($245,596) = $39,193.65
LMI Benefit: Min. 70% of total program ($281,291) minus administration = $144,645.50
Slum/Blight Benefit: Max. 30% of allocation minus administration ($261,291) = $26,129.10
*-split between and public service/non-profit applications

Summary of Public Comments:

The following is a summary of public comments received throughout the process beginning March 15, 2024, and concluding on August 5, 2024. Names and organizations of individuals contacted, as well as information provided has been included. Public service agencies, non-profits, public housing authority representatives, and other community stakeholders were contacted via email on April 13, 2023, notifying them of the start of the citizen participation process and the availability of "Request for Funding Assistance."

Community Services League (CSL) – contacted Amanda Doss, the Site Manager for the Community Services League – Blue Springs office, via email on March 15, 2024, providing information regarding the citizen participation process and that "Requests for Funding Assistance" are available. Ms. Morrison, on behalf of Ms. Doss, submitted a "Request for Funding Assistance" on April 18, 2024. Ms. Morrison attended the June 5, 2024, CDBG Advisory Committee meeting to present the request for funding.

Hope House – contacted Mary Anne Metheny, CEO of Hope House, via email on March 15, 2024, providing information regarding the citizen participation process and that "Requests for Funding Assistance" are available. Susannah Mitchell, Grants Coordinator at Hope House submitted a "Request for Funding Assistance" on April 25, 2024. Ms. Bair presented Hope House's request to the CDBG Advisory Committee on June 5, 2024.

Other – additional comments and questions from CDBG Advisory Committee members and staff are included in meeting documents from the June 5 and June 20, 2024, CDBG Advisory Committee meetings. No additional comments were made, other than what has been noted above.

Additional Organizations Contacted – in addition to the organizations above, the following organizations were notified at the beginning of the development process for comments and requests for funding. The notification included a request for comments and feedback regarding potential projects and activities, as well as to assist with any unidentified community needs. Organizations that were contacted, but provided no comments, include: Blue Springs School District, Truman Heartland Community Foundation, Truman Heritage Habitat for Humanity, Independence PHA, Lee's Summit PHA, Greater Kansas City Coalition to End Homelessness, City of Independence, City of Lee's Summit, HCA Healthcare (Centerpoint Medical Center), Prime Healthcare (St. Mary's Medical Center), OATS Transit, Central Jackson County Fire Protection District, The Whole Person, and Hillcrest Transitional Housing. Public service agencies and non-profit organizations were also sent a link to "Requests for Funding Assistance."

Blue Springs City Hall – 903 W. Main Street – Training Room 210

CDBG ADVISORY COMMITTEE MEETING AGENDA

Wednesday, June 5th 2024 - 6:00 p.m.

1 CALL TO ORDER

- Minutes – June 6, 2023 and November 28, 2023

2 PUBLIC HEARING / 2024-2025 ANNUAL ACTION PLAN/PROJECTS & ACTIVITIES

- Affidavit of Publication in *The Examiner* on May 22, 2024
- Suggested changes to policy guide
- Review of past projects/activities and those recommended to be continued by staff
- Review of Funding Assistant Requests received from public service agencies and non-profits
- Review of other potential projects/activities and community needs
- Prioritization of projects/activities for funding utilizing a combination of new allocation and reallocations totaling $287,401 of CDBG funds

3 OTHER BUSINESS

- The next meeting and public hearing will be June 20, 2024 at 6 p.m. (City Hall – Training Room 210).

4 ADJOURN

If special accommodations are required for citizen participation in this meeting,
PLEASE CALL 228-0207 (VOICE) OR 228-0250 (TDD)

Agenda posted at the following locations:
City Hall, 903 W. Main Street
City's website
http://www.bluespringsgov.com/AgendaCenter
June 3, 2024
A quorum of the City Council may be in attendance however no City Council votes will be taken.
Community Development

City of Blue Springs
903 W. Main
Blue Springs, Missouri 64015

CDBG ADVISORY COMMITTEE
MINUTES
Wednesday, June 5, 2024

A meeting of the CDBG Advisory Committee of the City of Blue Springs was held in the City Hall Conference Room 210 located at 903 W. Main Street at 6:00 p.m. on Wednesday, June 5, 2024, with the following members, guests, and staff in attendance:

VOTING MEMBERS PRESENT	Ken Horrell, Chair Jaime Russell, Downtown Review Board Kent Edmondson, Council Dist. 2	Susan Stokenbury, PC Rep. Lyle Shaver, Downtown Alive! Galen Ericson, Council Dist. 1
STAFF / OTHERS	Mike Mallon, Com. Dev. Director Cara Elbert, Asst. Director, Com. Dev. Traci Breshears, Recording Secretary Tom Degenhardt, Public Works Director Dena Morrison, CSL Brandi Bair, Hope House	
ABSENT	Susan Culpepper, Council Dist. 3 Dennis Dovel, Parks and Rec Director	

CALL TO ORDER

Chairperson Ken Horrell called the meeting to order at 6:00 p.m.

APPROVAL OF MINUTES

Chairperson Horrell requested action on the June 6, 2023 meeting minutes. Committee Member Jaime Russell made a motion to approve the minutes and Committee Member Lyle Shaver seconded the motion.

Chairperson Horrell requested action on the November 28, 2023 meeting minutes. Committee Member Jaime Russell made a motion to approve the minutes and Committee Member Lyle Shaver seconded the motion.

OPEN PUBLIC HEARING

Chairperson Horrell opened the public hearing for the 2024- 2025 ANNUAL ACTION PLAN/PROJECTS & ACTIVITIES at 6:04 p.m.

AGENDA ITEM 2

2025 ANNUAL ACTION PLAN/PROJECTS & ACTIVITIES

currently stands with funds expended to date and a status on past projects and activities.

Brandi Bair, from Hope House, spoke of the amount they were seeking, $12,500 and what they intend to allocate the funds to. Councilman Ericson asked for the totals for allocation. Ms Elbert stated that the total for funding public services is $39,193.65

Dena Morrison, from Community Services League, spoke of the amount they were seeking, $25,000 and what they intend to allocate the funds to. Joanie Shover, a volunteer at CSL, spoke of the importance of the funds for the community.

DISCUSSION

Ms. Ebert discussed how funds had previously been allocated and stated that $1,443.65 would be left if we gave both non-profits there requested total, and that the extra could be added to the Fieldhouse Scholarship funds. Commission Stokenbury asked what the dollar limit for the Fieldhouse Scholarships were, and Ms. Ebert stated that there was no dollar limit as the scholarship is based instead on household size and qualification is based on income. Councilman Edmondson asked if the scholarship amount could be increased to offset the rise in cost for Fieldhouse Membership. Ms. Ebert stated that last year $4,000 was allocated to Fieldhouse Scholarships in anticipation of the membership cost increase. Ms. Ebert stated that there was still $3,272.50 left from the previous years allocation and that that amount will roll over to this year's allocations.

Ms. Ebert updated the committee on the activities that were funded over the previous year, and how much is left. Ms. Ebert asked what everyone's thoughts were on funding the full requested amount.

Councilman Edmondson spoke of MODOT's sidewalk project and that he would like to see the funds go to the southside sidewalk on Main and have it extend all the way to 7 Highway and to add a crosswalk across Main St to help people to better use MODOT's project. Tom Degenhardt, stated that it would be a little expensive due to the hill on the south side of Main Street. Councilman Edmondson asked about adding a sign for downtown to the retaining wall. Committee Member Shaver asked if this fits in with the Downtown Master Plan. Mr. Mallon stated that the divided road on Main Street was just an idea and that PublicWorks hadn't even vetted it.

Councilman Ericson asked about the possibility of splitting the costs with other committees. Ms. Ebert stated that if it was clear what exactly the funds were used for. Committee Member Russell asked about the possibility of the median in the Master Plan. Mr. Mallon stated that the possibilities were endless, within the Code of course. Committee Member Horrell discussed using CDBG funds to help with the Downtown Master Plan. Ms. Ebert stated that a major amendment would need to happen for it to move forward.

Committee Member Shaver stated that he would like to fully fund Hope House as well as Community Services League. Committee Member Russell asked if the committee could give more than what they asked for, to which Commissioner Stokenbury asked if that would set a precedent. Ms. Ebert said it would not as the amount of money they can give changes every year. She also stated that the money left in the Fieldhouse Scholarship fund, $3,272.50, can be rolled over to the next fiscal year. Councilman Edmondson stated that he felt the money would be better suited to the Fieldhouse Scholarships due to the price increase. Committee Member Russell stated the $3200 left is more than we have ever used annually for the

greater impact could be made by giving that money to the non-profits.

Ms. Ebert let the Committee know that the first-time homebuyer program wasn't allocated to last year, but that she has had several phone calls about it, so that maybe the committee would want to add funds too. She stated that they still have $9,000 from previous years but that the grants are for $3,000. Chair Horrell asked if they should change how they did it last year, to which Ms. Ebert stated there is still a lot left in the minor home repair funds, so if they put money toward something it should be sidewalk design and first-time home buyers.

Mr. Mallon asked if the state of the real estate market was the reason that those funds weren't used. Mr. Mallon asked that we reach out to real estate contacts to find out if the market is the reason for the drop and subsequent rise in the first-time homebuyer grant.

Councilman Edmondson asked if we had an estimate on price for sidewalk design. Tom Degenhardt stated that he could investigate getting numbers, and then asked what the previous sidewalk project cost. Ms. Ebert stated that they initially funded it at $105,000, the total wound up being just under $100,000. Mr. Degenhardt stated that he can meet with consultants to get us a ballpark figure for the next meeting.

Ms. Ebert asked the committee to discuss a recommendation for the policy guide for minor home repair and first-time homebuyer payback. Councilman Edmondson suggested full payback within a year and then break it up in 6-month intervals over the next 2 years. Committee Member Russell suggested that first time homebuyers and minor home repair should both be on the same payback plan. She then suggested pro-rating the payback.

HEARING CLOSED

Chairperson Horrell closed the public hearing for the 2024-2025 ANNUAL ACTION PLAN/PROJECTS & ACTIVITIES at 7:47 p.m.

OTHER BUSINESS

Chairperson Horrell stated the next CDBG Advisory Committee Meeting and Public Hearing would be June 20, 2024, at 5pm in Room 210 at Blue Springs City Hall.

MEETING ADJOURN

With no further discussion, a motion was made by Committee Member Russell to adjourn at 7:49 p.m. Seconded by Committee Member Stokenbury.

Respectfully Submitted by,
Traci Breshears, Recording Secretary

Ken Horrell, Chairperson

Date 7/9/2024

Blue Springs City Hall – 903 W. Main Street – Training Room 210

CDBG ADVISORY COMMITTEE MEETING AGENDA

Thursday, June 20, 2024 - 5:00 p.m.

1 CALL TO ORDER

- Minutes – June 5, 2024

2 PUBLIC HEARING / 2023-2024 ANNUAL ACTION PLAN/PROJECTS & ACTIVITIES

- Affidavit of Publication in The Examiner on June 1, 2024.
- Review funding proposal and make recommendation to the City Council to be considered at a final public hearing on Monday, August 5, 2024.
- Recommend the draft plan proceed to a 30-day public review and comment period beginning Saturday, June 22, 2023 and ending on Monday, July 22, 2024.

3 OTHER BUSINESS

- Suggested changes to Policy Guide for Minor Home Repair Repayment
- The next anticipated meeting will be held in mid-late November 2024 to review the 2023-2024 CAPER (Consolidated Annual Performance and Evaluation Report)

4 ADJOURN

If special accommodations are required for citizen participation in this meeting,
PLEASE CALL 228-0207 (VOICE) OR 228-0250 (TDD)

Agenda posted at the following locations:
City Hall, 903 W. Main Street
City's website
http://www.bluespringsgov.com/AgendaCenter
June 18, 2024
A quorum of the City Council may be in attendance however no City Council votes will be taken.
Community Development

First Time Home Buyer (FTHB) Program

Minor Home Repair Program (MHRP)

Downtown Façade Improvement Grant

2024-245 CDBG DRAFT Annual Action Plan

2022 - 2026 Consolidated Plan

Analysis of Impediments 2022-2026

2024-2025 Application for Public Services and Non-Profits

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

2024 - 2025 DRAFT ANNUAL ACTION PLAN

The City of Blue Springs is presenting the 2024-2025 Annual Action Plan for public review and comment. **The draft plan will be available for a 30-day public comment period beginning Saturday, June 22, 2024 and ending on Monday, July 22, 2024.** The purpose of the public comment period is to allow the public the opportunity to review the plan and submit comments prior to the final draft being submitted to the City Council for approval. The public is encouraged to review and make comments, or attend the final public hearing, including organizations that provide assistance to low-moderate income residents and individuals who may be homeless or at risk of becoming homeless, public housing agencies, residents of public and assisted housing developments, and low-moderate income residents.

The 2024-2025 Annual Action Plan covers the 1-year period beginning October 1, 2024 and ending September 30, 2025. The Annual Action Plan describes the specific CDBG projects and activities that the City will undertake during the program year. The City has received an allocation of $261,291 for the 2024-2025 program year and will be reprogramming $ from pre-2023 allocations. The City has a total program of $281,291 for the program $20,000 year and is proposing to expend the funds on the following projects: $50,000 for low-moderate income housing benefit-including the Minor Home Repair; $39,192 for public services for low-moderate income clientele ($13,471 for Hope House, and $25,721 for Community Services League); $25,000 for slum-blight area benefit (Commercial Façade Grants); $114,841 for low-moderate income area benefit ($114,841 Sidewalk Improvements); and $52,258 for program administration and planning.

The final draft of the 2024-2025 Annual Action Plan will be presented to the City Council at a public hearing. **A public hearing will be held by the City Council on Monday, August 5, 2024 at 6:00 p.m. at the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO 64015.** At the public hearing, the City Council will open the public hearing, receive public comments, close the hearing, and accept the plan as submitted or as amended. The City shall consider the views of citizens, public agencies, and other interested parties in preparing the draft plan and final submission. A summary of all public comments will be attached to the final submission. The Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) after City Council approval for review and approval.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by :

7. Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Blue Springs, Missouri

*b. Employer/Taxpayer Identification Number (EIN/TIN): 44-6000139

*c. UEI: XMN7P7URLFB7

d. Address:

*Street 1: 903 W. Main Street
Street 2:
*City:
County/Parish:
*State:
*Province:
*Country: USA: United States
*Zip / Postal Code 64015-3709

e. Organizational Unit:

Department Name: Community Development

Division Name: Planning

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs. *First Name: Cara
Middle Name: E.
*Last Name: Elbert
Suffix:

Title: Assistant Director of Community Development

Organizational Affiliation:

*Telephone Number: 816-220-4504 Fax Number:

*Email: celbert@bluespringsgov.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

U.S Department of Housing & Urban Development(HUD)

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Com. Dev. Block Grant(CDBG)

***12. Funding Opportunity Number**:

N/A

*Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project**:

Blue Springs, MO 2024 Annual Action Plan

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 05 *b. Program/Project: 05

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2024 *b. End Date: 09/30/2025

18. Estimated Funding ($):

*a. Federal	$ 261,291
*b. Applicant	
*c. State	
*d. Local	
*e. Other	$ 20,000
*f. Program Income	
*g. TOTAL	$ 281,291

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Chris

Middle Name:

*Last Name: Lievsay

Suffix:

*Title: Mayor

*Telephone Number: 816-228-0110 Fax Number:

* Email: cross@bluespringsgov.com

*Signature of Authorized Representative: *Date Signed: 8/5/24

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

2. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

Mayor

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023-2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

Mayor

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

Mayor

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

Mayor

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Mayor

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

Mayor

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. 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 costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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 non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms 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.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of 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 C.F.R. 900, Subpart F).
9. 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.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) 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; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) 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; (g) §§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; (h) 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; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. 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 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the 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.

13. 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.

14. Will comply 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.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) 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.); (f) 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.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. 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.

17. 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).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Blue Springs, MO	08/05/2024

Resolution No. 58-2024

A RESOLUTION ADOPTING THE CITY OF BLUE SPRINGS COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Blue Springs was allocated $261,291 in Community Development Block Grant (CDBG) funds; and

WHEREAS, the City of Blue Springs has $20,000 in unexpended pre-fiscal year 2024 funds for a total 2024-2025 fiscal year program budget of $281,291 to allocate and expend on qualifying projects and activities; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires an entitlement City to prepare and submit an Annual Action Plan and submit to HUD to receive the CDBG allocation; and

WHEREAS, the CDBG Advisory Committee held public hearings on June 1, 2024 and June 20, 2024 to receive public comments and to discuss the 2024-2025 Annual Action Plan; and

WHEREAS, a public comment period was held between June 22, 2024 and July 22, 2024 and comments received during the public comment period and at all public hearings are included in the final document; and

WHEREAS, the City Council held a public hearing on August 5, 2024 to receive comments on the 2024-2025 Annual Action Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Council hereby adopts the 2024-2025 CDBG Annual Action Plan; said Plan attached hereto as Exhibit A is hereby incorporated herein by reference as if fully set out in this Resolution.

Section 2. This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

Section 3. The City Administrator and/or their designees shall be able to enter into any agreement necessary to execute all portions of the substantial amendments.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A



2024-2025 DRAFT Annual Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Blue Springs has been an Entitlement Community of the Community Development Block Grant (CDBG) program through the U.S. Department of Housing & Urban Development (HUD) since 2006. The City has utilized annual funding allocation since 2006 to support programs and activities that meet national objectives, including benefits to low-moderate income persons and areas and projects that address slum and blight. The City is required to develop and adopt a Consolidated Plan every 5 years to identify community needs, prioritize needs, and develop goals and objectives during the 5-year period. Programs and activities that are designed to address needs identified in the Consolidated Plan are approved with the Annual Action Plan. The 2024-2025 Annual Action Plan covers the third year of the 2022-2026 Consolidated Plan.

As part of the development of the 2024-2025 Annual Action Plan, the City consulted with public service organizations and agencies that serve Blue Springs. These organizations and agencies provided information on needs that they have identified through working with persons in the community, particularly indsideividuals who are low-moderate income, individuals with special needs or disabilities, and individuals who are homeless or may be at risk of becoming homeless. The needs identified by each organization and agency are included in the Annual Action Plan, in addition to data that has been collected to better quantify the needs of Blue Springs residents.

The 2024-2025 Annual Action Plan includes proposed programs and activities that will be undertaken during the program year.

2. Summarize the objectives and outcomes identified in the Plan

The City will continue to focus on the needs identified through the consultation and public participation process of the 2022-2026 Consolidated Plan. Proposed programs and activities align with one or more goals of the Consolidated Plan, including:

- Reinvesting in Downtown and Existing Neighborhoods;
- Supporting Public Services for Low-Moderate Income Persons and Areas;

• Supporting Affordable and Accessible Housing;
• Supporting Administration and Planning; and
• Local and Regional Assessment of Fair Housing Factors.

3. Evaluation of past performance

The City's knowledge of the needs of low-moderate income residents and residents at risk of homelessness has increased since becoming an Entitlement Community in 2006. Focusing on programs and activities that benefit low-moderate income persons and areas, as well as blighted areas, has helped the City to better understand the challenges facing residents in different neighborhoods throughout the community. Programs have been improved over time, as each year brings new requests to consider. With limited available funding, the City is challenged to determine the best way to allocate funds to maximize positive impacts to individual residents and the community as a whole. The City has also increased participation with local and regional public service agencies, including ongoing efforts that extend beyond the CDBG program.

4. Summary of Citizen Participation Process and consultation process

The City has a citizen participation process that allows organizations and residents multiple opportunities to participate in the development of the 2024-2025 Annual Action Plan. The Citizen Participation Plan, as part of the 2022-2026 Consolidated Plan, outlines the citizen participation process. The process to develop the Annual Action Plan includes the following:

• Consultation - the City reached out through email to public service organizations and agencies that serve low-moderate income persons in Blue Springs and Jackson County. Organizations and agencies were contacted at the beginning of the development process to provide input and to submit funding requests.

• Public hearings - the City's CDBG Advisory Committee held 2 public hearings in June 2024 to allow the public the opportunity to provide input on the development of programs and activities for the draft plan. A final public hearing will be held by the City Council on August 5, 2024 prior to adoption of the Annual Action Plan. All public hearing notices were posted in "The Examiner" newspaper at least 15-days prior to public hearings. Public meeting notices and agenda packets for each meeting were posted on the City's website prior to each public hearing, as well as at Vesper Hall (senior community center) and Mid-Continent Public Library branches in Blue Springs (North and South).

• Public comment period - a minimum 30-day public comment period was posted for public review and comment on the draft Annual Action Plan on June 22,2024. The draft plan was made available on the City's website and at City Hall, Vesper Hall, and at both the North and South Blue Springs Mid-Continent Library branches.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A summary of public comments has been attached.

6. Summary of comments or views not accepted and the reasons for not accepting them

A summary of public comments has been attached.

7. Summary

A summary of public comments has been attached.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Table 1 – Responsible Agencies

Agency Role	Name	Department/Agency
Lead Agency	BLUE SPRINGS	
CDBG Administrator	BLUE SPRINGS	Community Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Narrative (optional)

The Community Development Department with the City of Blue Springs is responsible for administering the CDBG program for Blue Springs.

Consolidated Plan Public Contact Information

Persons interested in more information on the Annual Action Plan, Consolidated Plan, Citizen Participation Plan, or any CDBG-funded projects, activities, or other plans should contact Cara Elbert, Asst. Director Community Development by phone at 816-220-4504, email at celbert@bluespringsgov.com, or by mail or in person at City Hall, 903 W. Main St., Blue Springs, MO 64015.

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Annual Action Plan has been developed with consultation from local and regional public services agencies and organizations, as well as input from citizens, staff, advisory committee members, and local elected officials.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City coordinates with multiple public service agencies and organizations on gathering data on needs in Blue Springs. Since not all City programs address all potential housing needs in the community, staff direct persons in need to local or regional agencies that may be able to provide assistance.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Greater Kansas City Coalition to End Homelessness provides data on homelessness in Jackson County. The City directs persons experiencing homelessness to a local social service agency, such as the Community Services League (CSL), that can either provide emergency assistance or can direct persons to shelter or housing that best meets their needs.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Blue Springs does not receive ESG funds.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Community Services League
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CSL was consulted through email invitation to make public comments and attend public hearings. The City has consulted with CSL in the past and will continue to do so in the future. The CSL is the primary public service agency in Blue Springs, and therefore it is the first place people in need are directed to contact.
2	**Agency/Group/Organization**	TRUMAN HERITAGE HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity (Truman Heritage) was consulted through email invitation to make public comments and attend public hearings. City staff spoke with the Executive Director to discuss the needs in Blue Springs and how Habitat for Humanity can provide assistance. The City will continue to work with Habitat for Humanity on addressing needs in Blue Springs, especially housing.
3	**Agency/Group/Organization**	Housing Authority of Independence
	Agency/Group/Organization Type	PHA

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Independence PHA was consulted through email invitation to provide public comments and attend public hearings. The Independence PHA was helpful in providing data on the number of households in Blue Springs currently utilizing vouchers and how many households are on waiting lists. The PHA also provided information on what type of housing is most needed in Blue Springs. The City will continue to work with the PHA on determining housing needs in the community.
4	**Agency/Group/Organization**	HOPE HOUSE, INC.
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Hope House was consulted through email invitation to provide public comments and attend public hearings. Hope House assisted the City with data on domestic violence and the estimated number of victims in Blue Springs. The City will continue to work with Hope House on monitoring domestic violence and working to reduce incidents in the community.
5	**Agency/Group/Organization**	Housing Authority of Kansas City, MO
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Kansas City, MO PHA was consulted through email invitation to provide public comments and attend public hearings. The PHA provided data on the number of vouchers currently in use in Blue Springs and the number of households on waiting lists. The PHA also provided insight into what type of housing units are in most demand and where additional housing is needed. The City will continue to coordinate with the Kansas City, MO PHA in the future to identify housing needs in the community.
6	**Agency/Group/Organization**	HOMELESS SERVICES COALITION
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Homeless Services Coalition (of Greater Kansas City) was consulted through email invitation to provide public comments and attend public hearings. The HSCGKC has consistently provided the City with annual data on homelessness in Jackson County, which is helpful in identifying the needs and demographics of persons and households most at risk of being or becoming homeless. The City will continue to coordinate with the HSCGKC in the future on identifying homeless persons to better understand their needs and how to reduce homelessness in the community and region.
7	**Agency/Group/Organization**	Blue Springs School District
	Agency/Group/Organization Type	Services-Education

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Blue Springs School District (BSSD) was consulted through email to provide public comments and attend public hearings. The BSSD provides annual updates on the number of homeless students in the school district, which is helpful in understanding the state of homelessness in Blue Springs. The City will continue to work with BSSD in determining the number of homeless students in the school district and to better understand the needs of homeless students.
8	**Agency/Group/Organization**	Hillcrest Transitional Housing of Eastern Jackson County
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Hillcrest Transitional Housing was consulted through email to provide public input and attend public hearings. Hillcrest Transitional Housing provided input on potential locations of homeless individuals in Blue Springs, as well as the demand for additional workforce housing in Eastern Jackson County.

9	**Agency/Group/Organization**	Downtown Blue Springs Main Street, Inc
	Agency/Group/Organization Type	Planning organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Downtown Blue Springs Main Street, Inc. organization (Downtown Alive) was consulted for ongoing needs and goals for the Downtown area. Downtown Blue Springs is designated as a slum and blight area (blight study last updated in 2018) and is in the center of the City's low-moderate income census tracts and block groups. Continued economic development in the downtown area helps to expand employment and service opportunities for surrounding residential areas.
10	**Agency/Group/Organization**	Comcast
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Broadband
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Reached out to a local Comcast office, which is the largest internet provider in Blue Springs. They stated they have programs geared towards lower income households to help them to obtain internet service at lower costs to help bring all people online. They offer a program called Internet Essentials and partner with local communities to pass on the importance of being connected and provide low cost internet service and computer along with free training. The main goal of the program is to empower customers and enriching communities with technology.

11	**Agency/Group/Organization**	Mid America Regional Council
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Resiliency
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Mid America Regional Council was consulted regarding resiliency. The City of Blue Springs continues to be involved in regional discussions on climate change, resiliency and hazard mitigation.

Identify any Agency Types not consulted and provide rationale for not consulting

The City consulted the major social service agencies and organizations that serve Blue Springs. The City also contacted other area organizations for any needs or comments and invited them to attend public hearings and review the draft plan.

Organizations that were contacted by email, but provided no comments, include: Blue Springs School District, Rainbow Center for Communicative Disorders, Truman Heartland Community Foundation, Truman Heritage Habitat for Humanity, Independence PHA, Kansas City (MO) PHA, Lee's Summit PHA, Greater Kansas City Coalition to End Homelessness, City of Independence, City of Lee's Summit, HCA Healthcare (CenterPoint Medical Center), Prime Healthcare (St. Mary's Medical Center), OATS Transit, Central Jackson County Fire Protection District, The Whole Person, and Hillcrest Transitional Housing.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3 – Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Greater Kansas City Coalition to End Homelessness	

Narrative (optional)

The City of Blue Springs continues to coordinate with adjacent communities, including Independence and Lee's Summit, in which planning staff meet regularly to discuss planning issues in Eastern Jackson County. The City also coordinates with communities that participated in the 2016 Assessment of Fair Housing on regional housing issues (Independence, Kansas City-KS, Kansas City-MO, and Leavenworth). The City attends annual and special meetings with other entitlement communities in the region, which allows opportunities to discuss projects, programs, and best practices.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City's CDBG Advisory Committee held 3 public hearings; June 5, 2024 and June 20, 2024. The City Council held a final public hearing on August 5, 2024.

The purpose of the public hearings was to give the public the opportunity to provide input on the development of the Annual Action Plan, including helping to identify community needs and potential projects and activities to fund. Public notices were posted in The Examiner newspaper at least 15 days prior to each public hearing. Public notices were also posted on the City's website and at City Hall, Vesper Hall, and both Mid-Continent Public Library branches in Blue Springs. In addition to posted public notices, agenda packets were posted on the City's website for review prior to each meeting. The draft Annual Action Plan was published for public comment period beginning June 22, 2024, and ending on July 22, 2024. A public notice for the plan was posted in The Examiner and copies of the plan were made available on the City's website, and at City Hall, Vesper Hall, and Mid-Continent Public Library branches in Blue Springs

Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Email	Public service agencies, non-profits, and other local organizations	An email was sent on March 15, 2024 to public service agencies, non-profits, and other local organizations serving low-moderate income residents in Blue Springs, including Public Housing Authorities serving Blue Springs.	No comments were received, however, requests for funding were submitted by 2 organizations (Hope House and Community Services League).	Funding requests were accepted for Hope House and Community Services League as they were determined to meet eligibility requirements for usage of CDBG funds.	
2	Newspaper Ad	Non-targeted/broad community	A public notice was published in The Examiner newspaper on March 16, 2024, notifying the public of the availability of Requests for Funds for public services and non-profits.	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Non-targeted/broad community	A public notice was published in The Examiner newspaper on May 22, 2024, notifying the public of the first public hearings held by the CDBG Advisory Committee on June 5, 2024.	N/A	N/A	
4	Public Hearing	Non-targeted/broad community	A public hearing was held by the CDBG Advisory Committee on Tuesday, June 5, 2024, at 6:00 PM at City Hall (903 W. Main St.) to review requests for funding and assistance, past and current projects and activities, and what projects and activities should be considered in the future.	Requests for funding from Hope House and Community Services League were presented for discussion. Additional discussion among the Committee members and staff included questions of potential eligible activities.	Requests for funding from Hope House and Community Services were presented for discussion. Additional discussion among the Committee members and staff included questions of potential eligible activities.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Newspaper Ad	Non-targeted/broad community	A public notice was published in The Examiner newspaper on June 1, 2024, notifying the public of the second public hearings held by the CDBG Advisory Committee on June 20, 2024.	N/A	N/A	
6	Public Hearing	Non-targeted/broad community	Requests for funding from Hope House and were presented for discussion. Additional discussion among the Committee members and staff included questions of potential eligible activities.	All comments and questions were related to the draft funding proposal and Annual Action Plan presented by staff. There were no additional comments or requests for funding than what had already been previously discussed in the June 1, 2023, public hearing.	All comments received were taken into consideration in the development of the Annual Action Plan.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Newspaper Ad	Non-targeted/broad community	A public notice was published in The Examiner newspaper on Saturday, June 22, 2024 notifying the public of the opening of the 30-day public comment period for the draft Annual Action Plan and noticing a final public hearing to be held by the City Council on Monday, August 5, 2024 at 6:00 PM in the Council Chambers at the Howard L. Brown Public Safety Building.	There were no comments received during the public comment period.	There were no comments received during the public comment period.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Posting of draft plan	Non-targeted/broad community	The draft Annual Action Plan was posted on the City's website on Friday, June 21, 2024, in advance of the public notice opening the 30-day public comment period. The public notice and copy of the draft plan were also made available at City Hall, Vesper Hall, and Mid-Continent Public Library branches in Blue Springs.	There were no comments received during the public comment period.	There were no comments received during the public comment period.	
8	Public Hearing	Non-targeted/broad community	A public hearing will be held by the City Council on Monday, August 5, 2024 at 6:00 PM in the Council Chambers at the Howard L. Brown Public Safety Building.	All comments and questions were related to the final funding proposal and Annual Action Plan presented by staff.	There will no comments received from the public during the public hearing. All questions and comments were from Councilmembers, for which staff provided responses.	

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Community Development Block Grant (CDBG) is the only HUD program available to the City to address community development needs. Area Public Housing Authorities (PHAs) also receive funds from HUD to help administer their programs that provide assistance to low-moderate income families in Blue Springs. Other public service agencies may receive other public funding sources, including from other area communities through CDBG.

Anticipated Resources

Table 5 - Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$261,291	$0	$20,000	$281,291	$506,396	CDBG allocation expected for 2024-2025 program year along with previous grant years reallocated funding.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG funding allocation will leverage other resources, which vary by program or activity. Programs that benefit low-moderate income households, including Minor Home Repair Program, typically include additional funds provided by the homeowner, as well as Improvements in in an LMI Census Tract. Facade grants are matching grants, which the property owner pays at least half of the improvement costs. Non-profits and public service agencies receive funding from other sources in addition to CDBG. Administration funds cover the cost of public notices, recording fees, environmental reviews, and plans and studies. Staffing is covered by the City's general funds and not CDBG funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The 2024-25 program year is the third year of the 5-year 2022-2026 Consolidated Plan. The program funding is in the amount of $281,291, which includes an annual allocation of $261,291 and reprogramming of pre-2023 funds of $20,000. The $20,000 covers all grant funds that have not been expended from previous grant years and will be reallocated to the 2024-2025 Annual Action Plan. In discussing with CPD staff, this will be documented in previous years activity funding to show that funds are available from previous years and can be expended in the 24-25 AAP.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Reinvest in Downtown and Existing Neighborhoods	2022	2026	Non-Housing Community Development	Low-Mod Downtown Blue Springs	Reinvest in Downtown & Existing Neighborhoods Support for Public Services Administration & Planning	CDBG: $139,841	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 248 Persons Assisted Facade treatment/business building rehabilitation: 2 Business
2	Minor Home Repair Program	2022	2026	Affordable Housing		Reinvest in Downtown & Existing Neighborhoods Support Affordable and Accessible Housing Minor Home Repair Program	CDBG: $50,000	Homeowner Housing Rehabilitated: 10 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Support for Public Services	2022	2026		Low-Mod Downtown Blue Springs	Reinvest in Downtown & Existing Neighborhoods Support for Public Services	CDBG: $39,192	Public service activities for Low/Moderate Income Housing Benefit: 100 Households Assisted
4	Administration and Planning	2022	2026	Administration and Planning		Administration & Planning	CDBG: $52,258	Other: 1 Other
5	Support Affordable and Accessible Housing	2022	2026	Homeless Non-Homeless Special Needs Community Development				
6	Regional Transportation for Jobs	2022	2026					
7	Fair Housing Information	2022	2026	Affordable Housing Public Housing Non-Homeless Special Needs				
8	Fair Housing Education	2022	2026					
9	Regional Housing Voucher System	2022	2026	Affordable Housing Public Housing Homeless				

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Education / Job Training	2022	2026					
11	Housing Locator Service - Vouchers	2022	2026	Public Housing				
12	Lot Size Zoning Code	2022	2026	Non-Housing Community Development				
13	Affordable Housing Information	2022	2026	Affordable Housing				
14	Regional Transit Plan	2022	2026	Non-Housing Community Development				
15	Universal Design for Public Subsidy Units	2022	2026					
16	Model Zoning Codes	2022	2026	Non-Housing Community Development				
17	Adult Education	2022	2026	Non-Homeless Special Needs				
18	Universal Design Standards	2022	2026	Non-Homeless Special Needs				
19	Expand CDFIs and Tax Credits	2022	2026	Affordable Housing				

Goal Descriptions

1	**Goal Name**	Reinvest in Downtown and Existing Neighborhoods
	Goal Description	-Façade treatment/business building rehabilitation 2 Businesses-$25,000 -Park Improvement Project: There are an estimated 3,470 residents who reside within the census block group in which Rotary Park located. An estimated 2,120 persons (61.1%) are low-moderate income. Furthermore, Vesper Hall is a community center serving senior citizens, in which of the more than 1,200 members, 93.75% of members are ages 62+ and over 57.7% are ages 75+, meeting not only a low-moderate area benefit, but also a presumed low-moderate clientele benefit. $400,000
2	**Goal Name**	Minor Home Repair Program
	Goal Description	-Homeowner Housing Rehabilitate: 10 Household Housing Units-$50,000
3	**Goal Name**	Support for Public Services
	Goal Description	-Public Service activities through Field House Scholarships, Hope House and Community Services League-$39,192
4	**Goal Name**	Administration and Planning
	Goal Description	Administration and Planning-$52,258
5	**Goal Name**	Support Affordable and Accessible Housing
	Goal Description	Support mixed-income housing developments and encourage housing developments to include additional units that meet ADA requirements for elderly persons and persons with disabilities.

6	**Goal Name**	Regional Transportation for Jobs
	Goal Description	Establish www.kcmetrohousing.org as a central location for the public to access fair housing information.
7	**Goal Name**	Fair Housing Information
	Goal Description	Establish a fair housing program for landlords, realtors and lenders.
8	**Goal Name**	Fair Housing Education
	Goal Description	Establish a fair housing education program for landlords, realtors and lenders.
9	**Goal Name**	Regional Housing Voucher System
	Goal Description	Work with local housing authorities to explore a regional approach to housing voucher utilization.
10	**Goal Name**	Education / Job Training
	Goal Description	Continue to develop and refine the education and job training component of KC Rising and provide guidance to local institutions in targeting these efforts.
11	**Goal Name**	Housing Locator Service - Vouchers
	Goal Description	Develop regional housing locator service to help voucher holders find the most appropriate housing.
12	**Goal Name**	Lot Size Zoning Code
	Goal Description	Develop model zoning codes for smaller homes on smaller lots and small (4-12 unit) multifamily.
13	**Goal Name**	Affordable Housing Information
	Goal Description	Develop informational materials for local governments and community organizations to use to educate the public about the need for affordable housing.

14	**Goal Name**	Regional Transit Plan
	Goal Description	Update the regional transit plan and reconfigure transit routes to better connect affordable housing and their protected population residents with employment centers.
15	**Goal Name**	Universal Design for Public Subsidy Units
	Goal Description	Develop a model incentive policy to require multi-unit housing construction or substantial renovation receiving public subsidy to include some affordable, accessible units that meet universal design standards.
16	**Goal Name**	Model Zoning Codes
	Goal Description	Develop model zoning codes to encourage accessible affordable housing units near transit or other key services at activity centers.
17	**Goal Name**	Adult Education
	Goal Description	Promote the use of KC Degrees and KC Scholars to help adults in protected populations return to and complete college.
18	**Goal Name**	Universal Design Standards
	Goal Description	Advocate to Missouri Housing Development Commission (MHDC) and Kansas Housing Resources Commission (KHRC) to include universal design standards beyond HUD and ADA minimums in their projects.
19	**Goal Name**	Expand CDFIs and Tax Credits
	Goal Description	Expand the use of CDFI's and New Market Tax Credits in neighborhoods with concentration of persons in protected classes and low income residents.

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects proposed in the 2024-25 program year are generally continuations of existing programs that have proven successful, including the Minor Home Repair Program. This program was seen as the most important to continue with the 2022 Assessment of Fair Housing by providing affordable housing for low-moderate income families. Other projects that will be carried forward include the funding of public services for Community Services League (CSL) and Hope House; funding of the Commercial Facade Grant Program to support economic development in a slum/blight area; and a Sidewalk Improvements Program to assist with improvements to sidewalk infrastructure in low-moderate income areas. Funding for a Sidewalk Improvement Program has been re-added to the program after a couple of years absence to assist with a accessibility improvements to sidewalks in a low-moderate income areas. Program administration and planning will be utilized to administer programs and planning efforts.

Projects

Table 7 - Project Information

#	Project Name
1	Minor Home Repair Program
2	Commercial Facade Grant Program
3	Community Services League Support
4	Hope House Support
5	Sidewalk Improvement Program
6	Administration and Planning

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

Funds are proposed to be allocated as follows:

Administration:	20% max. of allocation ($261,291) = $52,258
Public Services:	15% max. of allocation ($261,291) = $39,193
LMI Benefit:	Min. 70% of total program ($281,291) minus administration = $164,841
Slum/Blight Benefit:	Max. 30% of allocation minus administration ($261,291) = $25,000

Allocations are made based on meeting the goals and needs of the Consolidated Plan and Annual Action Plan, with some revisions of activities that have previously been funded. Requests for funding received from public service agencies and non-profits are also reviewed. The City continues to fund a mix of projects that have proven to be successful in the past, including assistance to low-moderate income homeowners; public services and non-profit support; and infrastructure improvements. Funding for these projects are adjusted annually based on usage over the previous year. The most difficult obstacle in addressing underserved needs is the funding cap for public services, where the City has to be strategic in allocating funds as there is more demand than there is funding.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Minor Home Repair Program
	Target Area	
	Goals Supported	Reinvest in Downtown and Existing Neighborhoods
	Needs Addressed	Reinvest in Downtown & Existing Neighborhoods
	Funding	CDBG: $50,000
	Description	Supports low-moderate income homeowners with rehabilitation of single-family homes. Eligible repairs include exterior improvements, weatherization improvements, and exterior ADA improvements that help homeowners remain in their homes and positively impact the neighborhood.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 10 low-moderate income households will be assisted by the Minor Home Repair Program. Qualifying households are limited to owner-occupied single-family housing units.
	Location Description	Single-family residences within the City of Blue Springs city limits are eligible.
	Planned Activities	The Minor Home Repair Program will provide up to $5,000 in grant funds to assist low-moderate income households with eligible repairs and improvements.
2	**Project Name**	Commercial Facade Grant Program
	Target Area	
	Goals Supported	Reinvest in Downtown and Existing Neighborhoods
	Needs Addressed	Reinvest in Downtown & Existing Neighborhoods
	Funding	CDBG: $25,000

	Description	Rehabilitation funds available for commercial properties in designated slum and blight areas that can be used to encourage rehabilitation of vacant or underutilized properties and the correction of code violations. The rehabilitation of buildings benefit adjacent properties and neighborhoods through reinvestment and economic opportunity.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Commercial or mixed-use property must be within a designated slum and blight area.
	Planned Activities	Commercial facade rehabilitation can be used for exterior improvements to enhance the building, including lighting, awnings, windows, doors, wall repair, tuckpointing, and wall signage, as well as the correction of code violations, including improvements to meet ADA requirements for two buildings.
3	**Project Name**	Community Services League Support
	Target Area	Low-Mod
	Goals Supported	Support for Public Services
	Needs Addressed	Support for Public Services
	Funding	CDBG: $25,721
	Description	Community Services League will assist in covering short-term rent and utility assistance (subsistence payments) to prevent homelessness and assisting households in locating long-term housing.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 70 low-moderate income households will benefit from subsistence payments provided through CSL.
	Location Description	The Blue Springs Community Services League office is at 200 SW 10th Street in downtown Blue Springs.
	Planned Activities	Community Services League will provide short-term utility and rent/housing assistance to low-moderate income households in Blue Springs.

4	**Project Name**	Hope House Support
	Target Area	Low-Mod
	Goals Supported	Support for Public Services
	Needs Addressed	Support for Public Services
	Funding	CDBG: $13,471
	Description	Provide public service funding for Hope House, an organization that provides services to victims of domestic violence and their families.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 10 households will be assisted with domestic violence counseling through Hope House. All households are presumed to be low-moderate income based on the usage of the funds.
	Location Description	Counseling/therapy sessions will be provided in Blue Springs.
	Planned Activities	Hope House will provide up to 144 individual therapy sessions in Blue Springs to assist victims of domestic violence and their families.
5	**Project Name**	Sidewalk Improvement Program
	Target Area	Low-Mod
	Goals Supported	Reinvest in Downtown and Existing Neighborhoods
	Needs Addressed	Reinvest in Downtown & Existing Neighborhoods
	Funding	CDBG: $114,841
	Description	The Sidewalk Improvements Program will be used for rehabilitation of sidewalk facilities in low-moderate income areas.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	There are an estimated 3,470 residents who reside within the census block group in which proposed sidewalk project located. An estimated 2,120 persons (61.1%) are low-moderate income.
	Location Description	The proposed sidewalk project is along Main Street in Downtown Blue Springs between 7 Hwy and 8th Street.
	Planned Activities	The Sidewalk facility will be designed and constructed as part of the annual action plan. The existing sidewalk network has several accessibility and ADA issues and has been targeted due to condition and location.

6	**Project Name**	Administration and Planning
	Target Area	
	Goals Supported	
	Needs Addressed	Administration & Planning
	Funding	CDBG: $52,258
	Description	Program administration and planning is utilized to cover the costs of advertising, monitoring, reporting, and evaluating the CDBG program and activities. Costs can also be used to update studies, plans, and surveys relevant to CDBG activities. In the 2023-24 AAP year, the CDBG Advisory Committee advised to have staff increase its marketing and outreach efforts with the CDBG program.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The CDBG Program is administered by the Community Development Department located in City Hall at 903 W. Main Street in Blue Springs.
	Planned Activities	Staff utilizes program administration and planning to cover the costs of advertising CDBG programs and activities, public notices, monitoring, reporting, and evaluating activities. Funds will also be used for updates to studies, plans, and surveys relevant to CDBG activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Just under half (41%) of the total program is for Sidewalk improvements in designated low-moderate income census block groups. An additional 9% is for slum/blight benefit in Downtown Blue Springs through the Commercial Facade Grant. The remaining program is for usage of low-moderate income households in Blue Springs, regardless of if they live in a designated low-moderate income census block group or not.

Geographic Distribution

Table 8 - Geographic Distribution

Target Area	Percentage of Funds
Low-Mod	59
Downtown Blue Springs	9

Rationale for the priorities for allocating investments geographically

As neighborhoods age there are increased maintenance and replacement needs to ensure long-term sustainability of and reinvestment in existing neighborhoods. As all of the City's low-moderate income census block groups consist mostly of neighborhoods developed pre-1990, reinvestments are needed to reduce blight or prevent blight in the future. Public reinvestment generally encourages private reinvestment which maintains the economic vitality of the area, providing access to jobs and services for low-moderate income residents.

Discussion

Approximately 59% of the program funds will be allocated geographically focusing on low-moderate census block groups and Downtown, both of which are located in central Blue Springs, which is generally bounded by I-70 to the north, 40 Hwy. to the south, Adams Dairy Pkwy. to the east, and Woods Chapel Rd. to the west. There are 2 small census block groups within those boundaries that are not low-moderate income and there are 2 additional census block groups south of 40 Hwy. that are included in the low-moderate income census area. The remaining funds are not proposed to be allocated geographically, which allows low-moderate income households to use funds regardless of whether they live in a Low-Mod Area or not. There are many households in Blue Springs who do not live in a designated Low-Mod Census tract or block group, but they themselves may be struggling to maintain their homes or pay their rent or utility bills. Likewise, first time home buyers have the opportunity to select any neighborhood they can afford in Blue Springs, helping households move to areas of opportunity, a major goal of the 2022 Assessment of Fair Housing.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

According to definitions of Affordable Housing in 24 CFR 92.252 or 24 CFR 92.254, the City of Blue Springs only meets definitions of Affordable Housing with the Activity of the Minor Home Repair Program. It is for those that are homeowners but meet the income thresholds for low to moderate income and can apply for funds to do repair projects to their home. The City does also support maintaining affordable housing though public services support and the minor home repair programs. Approximately 18% of allocated funds will be used to help maintain affordable housing and increase affordability for low-moderate income households. The goal is to provide financial assistance to at least 10 low-moderate income households in Blue Springs, either by helping them make needed repairs to their existing home or helping them purchase their first home. It is estimated that 10 households assisted will be non-homeless households, although some members of the house may have special needs or may have previously been homeless. The Community Services League will also provide rental assistance (and/or utility assistance) to approximately 70 households to help them remain in their homes and prevent homelessness.

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 10 - One Year Goals for Affordable Housing by Support Type

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Discussion

Maintaining affordable housing stock through rental/utility assistance and home repairs is a top priority of both the Consolidated Plan and the Assessment of Fair Housing. Through the CDBG program, at least 97 low-moderate income households in Blue Springs will be assisted during the 2024-25 program year.

AP-60 Public Housing – 91.220(h)

Introduction

Blue Springs does not have a Public Housing Authority (PHA) within the jurisdiction. Blue Springs residents are served by the 3 PHAs in Jackson County, including Independence, Kansas City, and Lee's Summit.

Actions planned during the next year to address the needs to public housing

Blue Springs does not have any actions planned during the 2023-24 program year to address public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Blue Springs does not have any actions planned during the 2023-24 program year to work directly with public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A - none of the PHAs serving Blue Springs are designated as troubled.

Discussion

Although Blue Springs does not have a PHA within the City limits, there are hundreds of households in the community that utilize PHAs in Jackson County for housing, including low-income housing units and voucher programs. Blue Springs has worked with Independence, Kansas City (MO), and Lee's Summit PHAs in the past and will continue to do so to identify housing needs and encourage collaboration on local and regional housing issues.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City coordinates with public service agencies on addressing the needs of homeless persons, including the Community Services League, the Blue Springs School District, and the Greater Kansas City Coalition to End Homelessness (CoC).

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City continues to work with Community Services League (CSL) on finding assistance for homeless individuals and families. The Blue Springs School District provides assistance to homeless students, including transportation to and from school. The School District also keeps track of the number of students that are classified as homeless during the school year. When the City is aware of a homeless individual or is contacted by a homeless individual, they are directed to CSL for further assistance. The Blue Springs Police Department partners with CSL on providing emergency kits to homeless persons. Kits include blankets, socks, non-perishable food, and personal hygiene supplies.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City works with CSL and the Police Department on assisting homeless individuals in locating emergency shelters and transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City works with CSL and the Greater Kansas City Coalition to End Homelessness on assisting homeless persons with location transitional housing. CSL works with homeless persons and persons at risk of becoming homeless by helping them locate stable employment and a permanent place to live that meets their needs. CSL also provides emergency rental and utility assistance (subsistence payments) to those in need to prevent eviction and homelessness. Emergency rental assistance is available for a short time with CSL working with the household to locate employment that can lead to a stable income to allow them to pay rent and utilities on a monthly basis. The ultimate goal is to help individuals and households become more self-sufficient and create a stable living environment that decreases the risk of becoming homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely

low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will continue to work with CSL on providing rental and utility assistance to households that are at risk of losing housing or may be discharged from facilities or systems of care. CSL works closely with individuals on helping them maintain stable employment and to maintain their personal finances. CSL works with families with children, as that is a critical need in Blue Springs. CSL helps parents find employment that is close to home and makes sure that children are enrolled in and attending school. The goal is to make sure that low-income households can remain in their homes while providing them with the assistance, guidance, and resources to better their situation and increase their stability. As part of the 2023-24 program, CSL will utilize CDBG funds for rental and utility assistance (subsistence payments) to help households remain in their homes or help households find permanent housing.

Discussion

The City will work with public service agencies on providing assistance to homeless persons and persons at risk of becoming homeless. The City works closely with CSL, which is only a block from City Hall, has convenient hours, and is located in the center of the City's LMI areas. The CSL has broadened their scope of services with a focus on both short-term and long-term needs of individuals and families. Short-term needs include food assistance and emergency rental and utility assistance. Long-term needs include assistance in locating employment (including help with resumes and interviewing), understanding the goals of their clients, addressing emotional health and well-being, and improving long-term stability through personal productivity and responsibility. The goal is to reduce the number of homeless persons or persons at risk of becoming homeless in the community and in the region.

The City of Blue Springs works with several local social service agencies such as Hope House and Community Services League, as well as others in the Kansas City Metro area to provide a variety of housing and supportive services for those that are non-homeless special needs persons: elderly, frail elderly, persons with disabilities, person with HIV/AIDS and their families, and public housing residents. This is accomplished by providing housing counseling and budgeting services in addition to services that clients currently receive.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City has made efforts in recent years to decrease or remove barriers to affordable housing through code and policy changes.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City adopted a new Comprehensive Plan in 2014 and a subsequent new Unified Development Code (UDC/zoning code) in 2015. The new Comprehensive Plan and UDC encourages a greater mix of building types, development types, and mixed-uses that are intended to encourage more mixed-use and mixed-income housing developments. Through the 2016 Assessment of Fair Housing, the City made a goal to encourage new developments (particularly multi-family developments) to include more ADA units than required by code to increase housing options for persons with disabilities in the community, where needs are not being met. Other goals include developing model zoning codes for small-lot development to increase affordability and availability of housing units.

Discussion:

The City has taken steps in recent years to permit a greater mix of housing options available for development, as well as a more streamlined approval process. The City encourages diversity in housing stock, as evidence by some of the goals of the Consolidated Plan. The City's 2015 Unified Development Code (UDC) permits a wider range of housing types, including a greater mix of multi-family building types (known as the "missing middle") which includes bungalow courts, flats, rowhouses, and walk-up apartments. The City has collaborated with other local communities in the region on the 2022 Impediments to the Analysis of Fair Housing to identify fair housing issues and goals to address the barriers to affordable housing. The City has seen interest in affordable, infill development in established neighborhoods. Several new residential developments incorporate both owner-occupied single-family homes with renter occupied duplexes and fourplexes, which help create mixed income neighborhoods. The UDC also permits Accessory Dwelling Units on single family lots, which can provide a source of affordable housing in established neighborhoods. The City's Comprehensive Plan encourages more mixed income, mixed use, and mixed density neighborhoods in the future.

AP-85 Other Actions – 91.220(k)

Introduction:

Through coordination with local and regional public service agencies and organizations, the City plans to provide LMI households with multiple options for assistance. In addition to programs funding through CDBG funds, there are several public services agencies and organizations that address housing, employment, homelessness, and domestic violence in Eastern Jackson County.

Actions planned to address obstacles to meeting underserved needs

The City coordinates with several public service agencies on addressing obstacles to meeting underserved needs, including agencies that were consulted through the development of the 2023-24 Annual Action Plan and the 2022-2026 Consolidated Plan. These agencies including CSL, Hope House, and Downtown Alive, as well as Public Housing Authorities in Jackson County (Independence, Kansas City-MO, and Lee's Summit), Habitat for Humanity, Hillcrest Transitional Housing, The Whole Person, Blue Springs School District, and the Greater Kansas City Coalition to End Homelessness.

Actions planned to foster and maintain affordable housing

The Minor Home Repair Program is designed to maintain affordable housing by providing assistance to low-moderate income households to remain in their existing homes, which are typically more affordable than the average new home in Blue Springs. The First Time Home Buyers program also makes homeownership more affordable for low-moderate income households by providing down payment and/or closing costs assistance. Although these actions primarily benefit homeowners, in some cases the new homeowner has vacated more affordable rental units for other low-moderate income households. With the assistance of CSL, there is also funding to help low-income renter households to remain in their unit through rental assistance or help them transition from temporary housing (such as extended-stay motels) to more permanent rental housing.

Actions planned to reduce lead-based paint hazards

Applicants of the Minor Home Repair Program with homes built before 1978 are required to either provide proof of lead-based paint testing, or have a lead-based paint test completed as part of their repairs to any painted surfaces. Any disturbed lead-based paint must be abated. Applicants of the First Time Home Buyer program with homes built before 1978 are required to provide a lead-based paint disclosure form acknowledging any lead-based paint hazards in the home before closing. Lead-based paint hazards information is provided in all application packets.

Actions planned to reduce the number of poverty-level families

The City coordinates with public service agencies and organizations to provide assistance to families below

or near the poverty-level. CSL provides housing and employment assistance to families with the goal of fostering stability. The City encourages the development of mixed-income housing and expansion of economic opportunities in the community, both of which can help families in Blue Springs rise out of poverty and decrease the risk of falling back below the poverty-level. Recent economic development projects have added hundreds of new employment opportunities in the community.

Actions planned to develop institutional structure

The City will continue to utilize and improve upon the institutional structures already in place to administer the CDBG program, and other programs designed to assist the community. The City coordinates with a number of organizations throughout the year, not just on CDBG projects, but other projects that have a positive impact in the community and the region. In addition to working with external organizations, Planning staff also works with multiple departments on CDBG activities, including Public Works/Engineering, Parks, Code Enforcement, Business Services, Building Permitting, Finance, and Administration/Law. Staff has also developed an Administrative Policy Guide for administering CDBG activities to make it easier to follow the process and implement activities for timely completions.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to coordinate with the aforementioned public service agencies and organizations to provide assistance to low-moderate income households in need of housing, employment, and other support services.

Discussion:

The City will continue to coordinate with local and regional public service agencies and organizations to meet the needs of low-moderate income households in Blue Springs.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City's total program for the 2023-24 program year is $668,387.95 which includes the 2023-24 allocation of $245,596, $396,681.95 in pre-2022 reprogrammed funds, and $26,110 in program income from grant repayments from the Minor Home Repair Program and First Time Home Buyers Program. The program will provide funding to 8 programs/projects.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
The amount of surplus funds from urban renewal settlements	0
The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

The amount of urgent need activities	0
The estimated percentage of CDBG funds will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	73%

The City estimates that at least 73% of non-administrative funds will be used to benefit LMI persons.

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
August 5, 2024

EXHIBITS FOR PUBLIC HEARING

UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS RELATING TO INOPERABLE VEHICLES (UDCT-06-24-9188)

EXHIBIT #2 City Council Packet from May 6, 2024 including City Council Information Form with Attachments

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 23, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: Community Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing was held on July 15, 2024 at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code related to the definition of inoperable vehicles. At the July 15, 2024 City Council meeting, exhibits were entered and testimony was taken, and the public hearing was continued to the August 5, 2024 City Council meeting. Upon conclusion of the public hearing on August 5, 2024, a Bill approving the amendments to Section 411.040 - Glossary of the City of Blue Springs Unified Development Code will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The public hearing on July 15, 2024 was continued to August 5, 2024 at the request of City Council. During Council discussion, questions were raised for staff to look into enforcement and implications for other properties, as well as other cities' code language.

The anticipated enforcement of an unlicensed vehicle would be the same as that for any other inoperable vehicle; the timeline is outlined below:

1. Complaint made to City staff, staff investigation within 1-3 business days.
2. Notice of violation sent to property owner – 14 days to the Administrative Hearing date
3. Administrative Hearing held – Order to Abate, 30 days given to correct violation.
4. If violation is not corrected, property owner may request an extension at the discretion of staff, typically 30 days.
5. If violation is still not corrected, a ticket is issued with a future court date, 30-60 days depending on court calendar
6. Court date is held, Judge will likely allow 30-day extension if requested.
7. If property owner does not show up in court, summons is issued for property owner to appear in court – 30 days to next court date

Other cities' code language was provided at the May 6, 2024 City Council meeting, in which the majority of codes just contained provisions that made it a violation to have an unlicensed or improperly licensed vehicle on the property. In staff's research of other cities' codes throughout the Kansas City Metropolitan area, no other cities had exemptions or provisions in which the requirement for valid licenses were not applicable.

At the May 6, 2024 City Council meeting, staff presented information related to other cities' requirements for current license plates and tags on vehicles. At the conclusion of the discussion, Council directed staff to bring forward a City Code amendment to require vehicles parked on private property to have current State of Missouri license plates and tags. The proposed amendment to the UDC Section 411.040(57) adds the word "unlicensed" to the

definition of inoperable vehicles making it a violation to have an unlicensed vehicle on private property. A separate City Code amendment to Section 245.160 also adds the word "unlicensed" to the definition of inoperable vehicles in the property maintenance portion of the City Code, making it a nuisance violation to have an unlicensed vehicle on private property.

The Development Advisory Commission (DAC) recommended approval (2 aye, 1 no) of the UDC Text Amendment on June 24, 2024. Some of the issues raised by the DAC included the potential additional financial burden these Code amendments would have on residents, as well as concerns with the ultimate enforcement of the new City Code.

The Planning Commission recommended approval of the UDC Text Amendment unanimously at the July 8, 2024 meeting.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 6, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Development Advisory Commission
Date:	June 24, 2024
Action:	Recommended Approval: 2 Aye, 1 No
Name of Board or Commission:	Planning Commission
Date:	July 8, 2024
Action:	Recommended Approval: 8 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Exhibit 1 as entered into the record during the public hearing at the July 15, 2024 City Council meeting which includes Council Information Form with Attachments (Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on June 22, 2024; Title IV, Land Use Section – Blue Springs City Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference)
2. Exhibit 2 - City Council Packet from May 6, 2024 including Council Information Form with Attachments
3. Bill amending Unified Development Code

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
July 15, 2024

EXHIBITS FOR PUBLIC HEARING

UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS RELATING TO INOPERABLE VEHICLES
(UDCT-06-24-9188)

EXHIBIT #1 City Council Information Form dated July 9, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on June 22, 2024; Title IV, Land Use Section – Blue Springs City Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference) and Bill amending the Unified Development Code

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 9, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing is being held at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code (UDC) related to the definition of inoperable vehicles. Upon conclusion of the public hearing, a Bill approving the amendments to Section 411.040 - Glossary of the City of Blue Springs Unified Development Code will be ready for introduction and readings. (UDCT-06-24-9188)

BACKGROUND/JUSTIFICATION

The current City Code does not include provisions that make it a violation to store or park a motor vehicle on private property that does not have a current State of Missouri registration or current license plates and tags.

At the May 6, 2024 City Council meeting, staff presented information related to other cities' requirements for current license plates and tags on vehicles. At the conclusion of the discussion, Council directed staff to bring forward a City Code amendment to require vehicles parked on private property to have current State of Missouri license plates and tags. The proposed amendment to the UDC Section.411.040(57) adds the word "unlicensed" to the definition of inoperable vehicles making it a violation to have an unlicensed vehicle on private property. A separate City Code amendment to amend Section 245.160 also adds the word "unlicensed" to the definition of inoperable vehicles in the property maintenance portion of the City Code making it a nuisance violation to have an unlicensed vehicle on private property.

The Development Advisory Commission (DAC) recommended approval (2 aye, 1 no) of the UDC Text Amendment on June 24, 2024. Some of the issues raised by the DAC included the potential additional financial burden these Code Amendments would have on residents, as well as concerns with enforcement of the new City Code.

The Planning Commission recommended approval of the UDC Text Amendment unanimously at the July 8, 2024 meeting.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 16, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Development Advisory Commission
Date:	June 24, 2024
Action:	Recommended Approval: 2 Aye, 1 No
Name of Board or Commission:	Planning Commission
Date:	July 8, 2024
Action:	Recommended Approval: 8 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on June 22, 2024; Title IV, Land Use Section – Blue Springs City Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference)
2. Bill amending the Unified Development Code

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

PLANNING COMMISSION
STAFF REPORT

Meeting Date:	**July 8, 2024**
Case File Number:	**UDCT-10-23-8904**

Project Name:	**UDC Text Amendment – Inoperable Vehicles**
Type of Application:	**UDC Text Amendment**
Request:	**411.040(57) INOPERABLE VEHICLE** INOPERABLE VEHICLE Any motor vehicle that is unable to operate or move under its own power. It shall also mean any motor vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked, **unlicensed** or partially dismantled condition.

Applicant/Developer:	**City of Blue Springs/ City Staff**
Attachments:	**N/A**
Development Advisory Commission:	**June 24, 2024**
Planning Commission:	**July 8, 2024**
City Council:	**July 15, 2024**
Planner:	**Mike Mallon, Senior Director City Development**

BACKGROUND INFORMATION/SUMMARY:

The current City Code does not include provisions that make it a violation to store or park a motor vehicle on private property that does not have a current State of Missouri registration or current license plates and tags.

At the May 6, 2024 City Council meeting, staff presented information related to other cities' requirements for current license plates and tags on vehicles. At the conclusion of the discussion, Council directed staff to bring forward a City Code amendment to require vehicles parked on private property to have current State of Missouri license plates and tags. The proposed amendment to the UDC Section.411.040(57) adds the word "unlicensed" to the definition of inoperable vehicles making it a violation to have an unlicensed vehicle on private property. A separate City Code amendment to amend Section 245.160 also adds the word "unlicensed" to the definition of inoperable vehicles

UDC Text Amendment
UDCT-06-24-9188
Inoperable Vehicles
Exhibit #1

in the property maintenance portion of the City Code making it a nuisance violation to have an unlicensed vehicle on private property.

PREVIOUS ACTIONS/APPROVALS:

- The City of Blue Springs adopted a Unified Development Code (UDC) in 1996 by passage of Ordinance No. 2738 on November 18, 1996.
- An amended Unified Development Code was adopted on August 3, 2015, by passage of Ordinance No. 4558.
- The Unified Development Code has been further amended since 2015 for maintenance purposes, as well as to respond to changing development patterns and keep up to date with current trends.

The Development Advisory Commission recommended approval (2 aye, 1 no) of the UDC Text and Sign Amendments on June 24, 2024. Some of the issues raised by the DAC included the potential additional financial burden these Code Amendments would have on residents, as well as concerns with the ultimate enforcement of the new City Code.

STAFF ANALYSIS

Text amendments ensure that the generally applicable laws in this Development Code reflect the broad public interest and long-range planning goals of the community, as reflected in the Comprehensive Plan. The City may determine that it is necessary from time to time to revise and update this Development Code to implement the Comprehensive Plan.

Section 403.020 of the UDC states a Text Amendment shall be reviewed according to the following criteria:

Review Criteria. All review bodies shall use the following criteria for review, recommendations and decisions on text amendments:

1. Whether the change is in accordance with the Comprehensive Plan, Design and Construction Manual, or any official plans or programs developed under the guidance of the Comprehensive Plan;

2. Whether such change is consistent with the purposes of this Development Code, and the intent or objectives of any Chapter or Subsection containing the change;

3. The areas that are most likely to be directly affected by the amendment and in what way they will be affected;

4. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected; and

5. The recommendations of professional staff.

Staff finds that the proposed UDC amendments meet the above criteria and therefore recommends approval of the UDC Text Amendments.

Staff recommends the proposed Sign Code Amendment.

PROPOSED UDC TEXT AMENDMENTS

Language to be added to the UDC is UNDERLINED.

Language to be deleted from the UDC is shown as ~~STRICKEN~~.

411.040(57) INOPERABLE VEHICLE

INOPERABLE VEHICLE

Any motor vehicle that is unable to operate or move under its own power. It shall also mean any motor vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked, **unlicensed** or partially dismantled condition

RETURN TO
Director of Community Development
City Hall Annex - 903 Main
Blue Springs, Missouri 64015
816-228-0207
FAX 816-228-0225
Return no later than
Friday – Noon – Cutoff
comdevlegal@bluespringsgov.com
www.bluespringsgov.com

OFFICE USE ONLY – *Updated Feb. 13, 2020*
FILING FEE: $500.00 (Non-Refundable)
CASE NO. **UDCT-** 06-24-9188
CK # _____
P.C. HEARING 7/8
DATE ADVERTISED _____
COUNCIL MTG. 7/15
Revenue Account: 100.00000.430 100.000
Planner: Mike Mallon

The City of Blue Springs Missouri

UNIFIED DEVELOPMENT CODE TEXT AMENDMENT APPLICATION FORM

Application is hereby made to the Planning Commission and the City Council of the City of Blue Springs Missouri for a text amendment to the city's Unified Development Code.

APPLICANT: City of Blue Springs DATE: 6/17/24
(Please Print)
ADDRESS: 903 W Main St PHONE: _____

CITY/STATE/ZIP: BSMO FAX: _____

TEXT AMENDMENT REQUESTED

Chapter 4 Section 411.040 (57) Title _____

PROPOSED CHANGE IN TEXT:

- Add 'unlicensed' to definition of inoperable

PURPOSE FOR WHICH AMENDMENT IS SOUGHT:

_____
Signature

UDC Text Amendment
UDCT-06-24-9188
Inoperable Vehicles
Exhibit #2

Blue Springs City Codes pertaining to Inoperable Vehicles

245.160 **Enumeration Of Nuisances.**

12. All partially dismantled, non-operating, wrecked, junked or discarded vehicles, motor vehicles and trailers allowed to remain on property other than City property within the City for a continuous period of longer than thirty (30) days, except that this Section shall not apply with regard to a vehicle in an enclosed building, or a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the lawful operation of such business enterprise, or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the City.

Section 380.050**State Vehicle License Plates Required.**

No person shall operate or park any motor vehicle or trailer upon any street or highway of this City, unless such motor vehicle or trailer has properly displayed a valid license plate or plates or temporary permit issued to the lawful owner of the vehicle by the Department of Revenue of the State of Missouri, except that any person who is a non-resident of the State of Missouri may operate or park any motor vehicle or trailer upon any street or highway of this City, provided the motor vehicle or trailer has been duly registered for the current year in the State, country, or other place of which the owner is a resident, provided that at all times such motor vehicle or trailer is being operated or parked upon the streets or highways of this City, the valid license plate or plates or temporary permit is properly displayed on such vehicle or trailer. In addition, it shall be unlawful to park a trailer or other motor vehicle on any street or highway of this City on which or in which is located an inoperable motor vehicle or an unlicensed motor vehicle that, if in an operable condition, is capable of being licensed. If this latter situation occurs, the owner or person parking said vehicle or trailer shall be given notice, by affixing said notice to the motor vehicle or trailer, which notice so affixed shall constitute constructive notice, that the offending situation must be corrected within the forty-eight (48) hours of said notice being affixed to the motor vehicle or trailer, or charges will be filed against the owner or person parking said vehicle or trailer for violation of this Section.

411.040{57} **INOPERABLE VEHICLE**

INOPERABLE VEHICLE

Any motor vehicle that is unable to operate or move under its own power. It shall also mean any motor vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition.

ADD "UNLICENSED"

THE EXAMINER

Notice ID: pjq6BKSg7Z5BbZNjMSmP
UDC Inoperable Vehicles

AFFIDAVIT OF PUBLICATION: #2404060

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Shalon Hartle

I, Shalon Hartle, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Jun. 22, 2024

Shalon Hartle
Authorized Agent

Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $98.64

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

Unified Development Code
Text Amendment
UDCT-06-24-9188

An Ordinance amending Section 411.040, Glossary, Inoperable Vehicles, of the Unified Development Code, of the Code of Ordinances of the City of Blue Springs to amend the definition of inoperable vehicles to include unlicensed vehicles.

Notice is hereby given that public hearings will be held by the Planning Commission of the City of Blue Springs on **Monday, July 8, 204, at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on the requests by the City of Blue Springs to amend Section 410.040, Glossary, of the Unified Development Code to amend the definition of Inoperable Vehicles to include unlicensed vehicles. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

CITY OF BLUE SPRINGS
Planning Commission

The City Council of the City of Blue Springs will also hold public hearings on the above noted Section of the Unified Development Code, UDCT-06-24-9188, on **Monday, July 15, 2024, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Jun 22, 2024

2404060

UDC Text Amendment
UDCT-06-24-9188
Inoperable Vehicles
Exhibit #3

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 29, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☐ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☒ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Councilmembers Kaylor and Culpepper would like to discuss alternatives and potential City Code Amendments to add unlicensed and unregistered motor vehicles to the definition of inoperable for vehicles on private property. Upon conclusion of the discussion a motion is in order to give staff direction for potential City Code amendments.

BACKGROUND/JUSTIFICATION

Concerns related to the parking and storage of unlicensed and/or unregistered motor vehicles on private property and the City's enforcement of such situations have been raised numerous times over the past several years. The current City Code does not include provisions that make it a violation to store or park a motor vehicle on private property that does not have a current State of Missouri registration or current license plates and tags.

The Cities of Gladstone and Independence have city codes that require vehicles parked on private property to be currently registered and display valid state license plates/tags. The City of Lee's Summit does not have a regulation requiring vehicles to be licensed or registered.

The Public Safety Citizens' Advisory Board (PSCAB) discussed the topic at the March 23, 2021 meeting, including the City's current Codes related to inoperable motor vehicles. Information from then City Attorney Jackie Sommers and Community Development Director Mike Mallon was presented related to the potential impacts and issues with changing the Code to include definitions to include language to make parking unlicensed and unregistered motor vehicles on private property a City Code violation. No vote was taken on the issue at that PSCAB meeting to have staff pursue the matter further.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 7, 2024	N/A

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Public Safety Citizens' Advisory Board
Date:	March 23, 2021
Action:	No vote was taken

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Blue Springs, Gladstone, Independence, and Lee's Summit Code relating to Inoperable Vehicles

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

BLUE SPRINGS CITY CODES PERTAINING TO INOPERABLE VEHICLES

245.160 **Enumeration Of Nuisances.**

12. All partially dismantled, non-operating, wrecked, junked or discarded vehicles, motor vehicles and trailers allowed to remain on property other than City property within the City for a continuous period of longer than thirty (30) days, except that this Section shall not apply with regard to a vehicle in an enclosed building, or a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the lawful operation of such business enterprise, or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the City.

Section 380.050**State Vehicle License Plates Required.**

No person shall operate or park any motor vehicle or trailer upon any street or highway of this City, unless such motor vehicle or trailer has properly displayed a valid license plate or plates or temporary permit issued to the lawful owner of the vehicle by the Department of Revenue of the State of Missouri, except that any person who is a non-resident of the State of Missouri may operate or park any motor vehicle or trailer upon any street or highway of this City, provided the motor vehicle or trailer has been duly registered for the current year in the State, country, or other place of which the owner is a resident, provided that at all times such motor vehicle or trailer is being operated or parked upon the streets or highways of this City, the valid license plate or plates or temporary permit is properly displayed on such vehicle or trailer. In addition, it shall be unlawful to park a trailer or other motor vehicle on any street or highway of this City on which or in which is located an inoperable motor vehicle or an unlicensed motor vehicle that, if in an operable condition, is capable of being licensed. If this latter situation occurs, the owner or person parking said vehicle or trailer shall be given notice, by affixing said notice to the motor vehicle or trailer, which notice so affixed shall constitute constructive notice, that the offending situation must be corrected within the forty-eight (48) hours of said notice being affixed to the motor vehicle or trailer, or charges will be filed against the owner or person parking said vehicle or trailer for violation of this Section.

411.040{57} **INOPERABLE VEHICLE**

INOPERABLE VEHICLE

Any motor vehicle that is unable to operate or move under its own power. It shall also mean any motor vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition.

CITY OF GLADSTONE CODES RELATED TO INOPERABLE VEHICLES

MOTOR VEHICLE, INOPERABLE. A *motor vehicle*, which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, a flat tire or incapable of being moved under its own power.

Sec. 2.110.100. - Public nuisances defined and prohibited: penalties for violations of prohibition.
SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION
(a)It shall be unlawful for any person to cause, allow, or permit any of the following objects or conditions to exist upon property owned, leased, rented, controlled or occupied by such person, (unless such objects are within an enclosed structure; i.e.: garage) or on or along any public street, all of which are hereby declared to be public nuisances:

(1)Junk, as defined in this article;
(2)Any motor vehicle which is not immediately operable under its own power;
(3)Any partially dismantled motor vehicle, whether or not operable;
(4)Any parts or components of motor vehicles, including but not limited to tires, wheels, motor vehicle bodies, frames or parts, or motor vehicle motors and engines;
(5)Any motor vehicle, which is not immediately operable under its own power or which does not have displayed on it a current state registration or license plate, remaining on a street for more than 72 hours;
(6)Any motor vehicle parked on the unpaved surface of any property; and
(7)Any unlicensed motor vehicle on private property.

(b)Every person convicted of violating this section shall be punished for a municipal ordinance violation as provided for in section 1.100.140(e)(2) of this Code.

CITY OF INDEPENDENCE CODES INOPERABLE VEHICLE

Inoperable Motor Vehicle

A vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LEE'S SUMMIT CODE INOPERABLE VEHICLE

Sec. 15.3360. - Vehicle, inoperative.

Vehicle, inoperative shall mean any wrecked, disabled or damaged vehicle. Any one of the following conditions shall be deemed prima facie evidence that a vehicle is inoperable:

A. Placement of the vehicle or parts thereof upon jacks, blocks, chains or other supports;

B. Absence of one or more parts of the vehicle necessary for the lawful operation of the vehicle upon the streets and highways;

C. Storage of a vehicle with one or more deflated tires**.**

Introduced by Councilmember _____ BILL NO. 5232
(UDCT-06-24-9188)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 411.040 OF THE UNIFIED DEVELOPMENT CODE OF THE CODE OF ORDINANCES OF THE CITY OF BLUE SPRINGS, RELATED TO INOPERABLE VEHICLES

WHEREAS, the City of Blue Springs adopted a Unified Development Code (UDC) by passage of Ordinance No. 2738 on November 18, 1996, and readopted an amended Unified Development Code on August 3, 2015, by passage of Ordinance No. 4558; which has been further amended for maintenance purposes, as well as to respond to changing development patterns and keep up to date with current trends; and

WHEREAS, City staff is committed to bringing forward amendments to the Code of Ordinances, City of Blue Springs, Missouri as needed; and

WHEREAS, the issue of unlicensed motor vehicles being stored and parked on private property, in particular, single-family residential lots has escalated in recent years; and

WHEREAS, the City recognizes the proper upkeep and maintenance of property throughout the City significantly contributes to the overall City image, neighborhood wellbeing, protection of property values and reduces visual blight; and

WHEREAS, staff believes the proposed amendment will provide the City, property owners, and neighbors clear direction and understanding of the regulations regarding the storage and parking of unlicensed motor vehicles on private property; and

WHEREAS, a public hearing was held by the Planning Commission on July 8, 2024 on the proposed amendment and was unanimously recommended for approval and a public hearing was held by the City Council on July 15, 2024, where exhibits were entered and testimony was taken, and the public hearing was continued to the August 5, 2024 City Council meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

NOTE: LANGUAGE TO BE ADDED IS <u>UNDERLINED</u>. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN~~. Sections and Subsections not set out herein are not amended or changed.

Section 1. That Section 411.040 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

<u>411.040(57) INOPERABLE VEHICLE</u>

INOPERABLE VEHICLE

Any motor vehicle that is unable to operate or move under its own power. It shall also mean

any motor vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked, **unlicensed** or partially dismantled condition

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

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 23, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill amending Section 245.160.12 – Enumeration of Nuisances of the Code of Ordinances, City of Blue Springs, Missouri, to add "unlicensed" to the definition of inoperable vehicle as a nuisance violation of City Code. At the July 15, 2024 City Council meeting, the item was continued to the August 5, 2024 City Council meeting.

BACKGROUND/JUSTIFICATION

The public hearing for the UDC Text Amendment on July 15, 2024 was continued to August 5, 2024 at the request of City Council. As a result, the corresponding Bill amending Section 245.160.12 – Enumeration of Nuisances, was also continued to August 5, 2024.

If the ordinance is approved, the enforcement of an unlicensed vehicle would be the same as that for any other inoperable vehicle; the timeline is outlined below:

1. Complaint made to City staff, staff investigation within 1-3 business days.
2. Notice of violation sent to property owner – 14 days to the Administrative Hearing date
3. Administrative Hearing held – Order to Abate, 30 days given to correct violation.
4. If violation is not corrected, property owner may request an extension at the discretion of staff, typically 30 days.
5. If violation is still not corrected, a Ticket is issued with a future court date, 30-60 days depending on court calendar
6. Court date is held, Judge will likely allow 30-day extension if requested.
7. If property owner does not show up in court, summons is issued for property owner to appear in court – 30 days to next court date

The current Blue Springs City Code does not include provisions that make it a violation to store or park a motor vehicle on private property that does not have a current State of Missouri registration or current license plates and tags.

At the May 6, 2024 City Council meeting, staff presented information related to other cities' requirements for current license plates and tags on vehicles. The majority of codes from other cities just contained provisions that made it a violation to have an unlicensed or improperly licensed vehicle on the property.

At the conclusion of the discussion, Council directed staff to bring forward a City Code amendment to require vehicles parked on private property to have current State of Missouri license plates and tags. The proposed amendment to Section 245.160 adds the word "unlicensed" to the definition of inoperable vehicles making it a nuisance violation to have an

unlicensed vehicle on private property.

At the City Council Work Session held on Monday, July 29, 2024, Council discussed additional options including whether to adjust the proposed code language to allow one unlicensed vehicle to remain on private property before it is a violation of the code. Amendments to the proposed code may be made during the discussion of this item.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 6, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Public Safety Citizens' Advisory Board
Date:	March 23, 2021
Action:	No Vote was taken

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill approving amendment to Code of Ordinances

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5233

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 245.160 – ENUMERATION OF NUISANCES OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, TO ADD "UNLICENSED" TO THE DEFINITION OF INOPERABLE VEHICLES

WHEREAS, City staff is committed to bringing forward amendments to the Code of Ordinances, City of Blue Springs, Missouri as needed; and

WHEREAS, the issue of unlicensed motor vehicles being stored and parked on private property, in particular, single-family residential lots has escalated in recent years; and

WHEREAS, the City recognizes the proper upkeep and maintenance of property throughout the City significantly contributes to the overall City image, neighborhood wellbeing, protection of property values and reduces visual blight; and

WHEREAS, staff believes the proposed Code amendment will provide the City, property owners, and neighbors clear direction and understanding of the regulations regarding the storage and parking of unlicensed motor vehicles on private property; and

WHEREAS, at the July 15, 2024 City Council meeting the agenda item for the UDC Text Amendment related to inoperable vehicles was continued to the August 5, 2024 City Council meeting and thus, the Ordinance amending Section 245.106 was likewise continued to the August 5, 2024 City Council meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

NOTE: LANGUAGE TO BE ADDED IS <u>UNDERLINED</u>. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN~~. Sections and Subsections not set out herein are not amended or changed.

Section 1. That Section 245.160.12 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

245.160 Enumeration Of Nuisances.

12. All partially dismantled, <u>unlicensed</u>, non-operating, wrecked, junked or discarded vehicles, motor vehicles and trailers allowed to remain on property other than City property within the City for a continuous period of longer than thirty (30) days, except that this Section shall not apply with regard to a vehicle in an enclosed building, or a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the lawful operation of such business enterprise, or a vehicle in an appropriate storage place or depository maintained in a lawful place

and manner by the City.

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

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 12, 2024

SUBMITTED BY: Bob Muenz **DEPARTMENT: Police**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill amending Sections 300.020 Definitions and 340.120 All-Terrain Vehicles Prohibited of the Code of Ordinances, City of Blue Springs, Missouri, to update definitions and permit Golf Carts, Utility Terrain Vehicles or Low Speed Vehicles for use on City Streets.

BACKGROUND/JUSTIFICATION

In April of 2022, the Public Safety Citizens' Advisory Board was asked to review Section 340.120 of the Code of Ordinances which prohibits All-Terrain Vehicles for use on city streets, to include Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles. At that time the Public Safety Citizens' Advisory Board voted to recommend to the Mayor and Council the continued prohibition of the vehicles of this nature on the city streets. However, the Public Safety Citizens' Advisory Board did recommend several definition changes and amendments to the Ordinance to clarify the prohibited vehicles. Those recommended changes to the ordinance were not completed.

In June of 2024, the current Public Safety Citizens' Advisory Board was again asked to review this Section of the Code of Ordinances for a second time based on multiple emails and calls received from the community both in opposition to, and support of, the use of Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles on city streets. The Public Safety Citizens' Advisory Board voted in favor of making the recommendation to City Council to allow the use of vehicles of this nature on city streets with the following suggested restrictions:

- Only vehicles not capable of exceeding 25 mph
- Only on roads with posted speed limits of 25 mph or less but can cross roadways posted at 45 mph or less
- Driver must be licensed and insured
- Only during the hours between sunrise and sunset
- Must be equipped with seatbelts
- No fee or city license to be collected

The attached proposed Bill for your review and discussion includes the updates originally suggested in 2022 as well as the changes recommended in 2024 by the Citizen's Public Safety Advisory Board.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 17, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Public Safety Citizens' Advisory Board
Date:	June 25, 2024 Second Review April, 2022 First Review
Action:	Recommended approval with restrictions.

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending Code of Ordinances

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***N/A***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5240

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 300.020 DEFINITIONS AND 340.120 ALL-TERRAIN VEHICLES PROHIBITED OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, TO UPDATE DEFINITIONS AND PERMIT GOLF CARTS, UTILITY TERRAIN VEHICLES OR LOW SPEED VEHICLES FOR USE ON CITY STREETS

WHEREAS, the Public Safety Citizens' Advisory Board was asked to review Section 340.120 of the City of Blue Springs Code of Ordinances prohibiting All-Terrain Vehicles for use on city streets, to include also Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles; and

WHEREAS, on June 25, 2024 the Public Safety Citizens' Advisory Board discussed proposed amendments to the Code of Ordinance and recommended to the Mayor and City Council that the Code of Ordinances be amended to allow Golf Carts, Utility Terrain Vehicles and Low Speed Vehicles to be used on city streets with certain restrictions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

NOTE: LANGUAGE TO BE ADDED IS <u>UNDERLINED</u>. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN~~. Sections and Subsections not set out herein are not amended or changed.

Section 1. That Section 300.020 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 300.020 **Definitions.**
The following words and phrases when used in this Title mean:

ALLEY or ALLEYWAY
Any street with a roadway of less than fifteen (15) feet in width.

ALL-TERRAIN VEHICLE
Any motorized vehicle manufactured and used exclusively for off-highway use which is fifty (50) inches or less in width, with an unladen dry weight of six hundred (600) pounds or less, traveling on three (3), four (4) or more low pressure tires, with a seat designed to be straddled by the operator, and handlebars for steering control.

AUTHORIZED EMERGENCY VEHICLE
A vehicle publicly owned and operated as an ambulance, or a vehicle publicly owned and operated by the State Highway Patrol, Police, or Fire Department, Sheriff, Constable or Deputy Sheriff, Traffic Officer, or any privately owned vehicle operated as an ambulance when responding to emergency calls.

BUSINESS DISTRICT
The territory contiguous to and including a highway when within any six hundred (600) feet along the highway there are buildings in use for business or industrial purposes, including but not limited to hotels, banks, or office buildings, railroad stations and public buildings

which occupy at least three hundred (300) feet of frontage on one (1) side or three hundred (300) feet collectively on both sides of the highway.

CENTRAL BUSINESS (OR TRAFFIC) DISTRICT
All streets and portions of streets within the area described by City ordinance as such.

COMMERCIAL VEHICLE
Every vehicle designed, maintained, or used primarily for the transportation of property.

CONTROLLED ACCESS HIGHWAY
Every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over the highway, street or roadway.

CROSSWALK
1. That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or in the absence of curbs from the edges of the traversable roadway;

2. Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

CURB LOADING ZONE
A space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

DRIVER
Every person who drives or is in actual physical control of a vehicle.

ELECTRIC BICYCLE
A bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of less than 750 watts that meets the requirements of one of the following three classes:

(a) Class 1 electric bicycle – an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour;

(b) Class 2 electric bicycle – an electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour; or

(c) Class 3 electric bicycle – an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour.

FREIGHT CURB LOADING ZONE
A space adjacent to a curb for the exclusive use of vehicles during the loading or unloading of freight (or passengers).

GOLF CART

A motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour.

HIGHWAY

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

INTERSECTION

1. The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict;

2. Where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

LANED ROADWAY

A roadway which is divided into two (2) or more clearly marked lanes for vehicular traffic.

LOW-SPEED VEHICLE (LSV)

A 4-wheeled motor vehicle capable of a top speed greater than twenty (20) miles per hour, but not greater than twenty-five (25) miles per hour, manufactured in compliance with the standards of 49 CFR 571.500.

MOTORCYCLE

Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor.

MOTORIZED BICYCLE

Any two (2) wheeled or three (3) wheeled device having an automatic transmission and a motor with a cylinder capacity of not more than fifty (50) cubic centimeters, which produces less than three (3) gross brake horsepower, and is capable of propelling the device at a maximum speed of not more than thirty (30) miles per hour on level ground, but excluding an electric bicycle.

MOTOR VEHICLE

Any self-propelled vehicle not operated exclusively upon tracks, except farm tractors and motorized bicycles.

OFFICIAL TIME STANDARD

Whenever certain hours are named herein they shall mean standard time or daylight-saving time as may be in current use in the City.

OFFICIAL TRAFFIC CONTROL DEVICES

All signs, signals, markings and devices not inconsistent with this Title placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

PARK or PARKING
The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

PASSENGER CURB LOADING ZONE
A place adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

PEDESTRIAN
Any person afoot.

PERSON
Every natural person, firm, copartnership, association or corporation.

POLICE OFFICER
Every Officer of the Municipal Police Department or any Officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

PRIVATE ROAD or DRIVEWAY
Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

RAILROAD
A carrier of persons or property upon cars operated upon stationary rails.

RAILROAD TRAIN
A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails.

RESIDENCE DISTRICT
The territory contiguous to and including a highway not comprising a business district when the property on such highway for a distance of three hundred (300) feet or more is in the main improved with residences or residences and buildings in use for business.

RIGHT-OF-WAY
The right of one (1) vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

ROADWAY
That portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two or more separate roadways the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.

SAFETY ZONE
The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

SIDEWALK
That portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for use of pedestrians.

STAND or STANDING

The halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while actually engaged in receiving or discharging passengers.

STOP

When required, complete cessation from movement.

STOP or STOPPING

When prohibited, any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Police Officer or traffic control sign or signal.

STREET or HIGHWAY

The entire width between the lines of every way publicly maintained when any part thereof is open to the uses of the public for purposes of vehicular travel. "State Highway," a highway maintained by the State of Missouri as a part of the State Highway system.

THROUGH HIGHWAY

Every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield right-of-way to vehicles on such through highway in obedience to either a stop sign or a yield sign, when such signs are erected as provided in this Title.

TRAFFIC

Pedestrians, ridden or herded animals, vehicles and other conveyances either singly or together while using any highway for purposes of travel.

TRAFFIC CONTROL SIGNAL

Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

TRAFFIC UNIT

The Traffic Unit of the Police Department of the City, or in the event a Traffic Unit is not established, then said term whenever used herein shall be deemed to refer to the Police Department of the City.

UTILITY TERRAIN VEHICLE

Any motorized vehicle manufactured and used exclusively for off-highway use traveling on four (4) or more wheels between fifty (50) inches and sixty-seven (67) inches in width, an unladen dry weight of two thousand (2,000) pounds or less with side-by-side occupant seating, a steering wheel, non-straddle seating, foot controls for throttle and breaking, occupant restraints, and rollover protective structures.

VEHICLE

Any mechanical device on wheels, designed primarily for use, or used, on highways, except motorized bicycles, vehicles propelled or drawn by horses or human power, or vehicles used exclusively on fixed rails or tracks, cotton trailers or motorized wheelchairs operated by handicapped persons.

Section 2. That Section 340.120 of the Code of Ordinances, City of Blue Springs, Missouri is hereby amended to read as follows:

Section 340.120 **All-Terrain Vehicles, Golf Cart, Utility Terrain Vehicle, or Low Speed Vehicle Prohibited — Exceptions, Operation Of Under An Exception — Prohibited Uses — Penalty.**

A. No person shall operate an all-terrain vehicle, golf cart, utility terrain vehicle, or low speed vehicle, as defined in Section **300.020**, upon the streets and highways of this City, except as follows:

1. All-terrain vehicle, golf cart, utility terrain vehicle, or low speed vehicles owned and operated by a Governmental entity for official use;

2. All-terrain vehicles, golf cart, utility terrain vehicle, or low speed vehicle, operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation;

3. All-terrain vehicles, golf cart, utility terrain vehicle, or low speed vehicle, whose operators carry a special permit issued by this City pursuant to Section 304.013, RSMo.;

4. All-terrain vehicles, golf cart, utility terrain vehicle, or low speed vehicle, properly licensed by the State of Missouri for use on public highways.

5. A golf cart, utility terrain vehicle, or low speed vehicle may be operated on city streets with the following restrictions:

- Only vehicles not capable of exceeding 25 mph
- Only on roads with posted speed limits of 25 mph or less but can cross roadways posted at 45 mph or less at the proper crossings
- Driver must be licensed and insured
- Only during the hours between sunrise and sunset
- Vehicle must be equipped with seatbelts.

B. No person shall operate an off-road vehicle, as defined in Section 304.001, RSMo., within any stream or river in this City, except that off-road vehicles may be operated within waterways which flow within the boundaries of land which an off-road vehicle operator owns, or for agricultural purposes within the boundaries of land which an off-road vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings as are customary or part of the highway system. All Law Enforcement Officials or Peace Officers of this State and its political subdivision shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.

C. A person operating an all-terrain vehicle on a street or highway pursuant to an exception covered in this Section shall have a valid operator's or chauffeur's license but shall not be required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at speeds of less than thirty (30) miles per hour. When operated on a street or highway, an all-terrain vehicle shall have a bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less that thirty (30) square inches and shall be dayglow in color.

D. No person shall operate an all-terrain vehicle, golf cart, utility terrain vehicle, or low speed vehicle:

1. In any careless way so as to endanger the person or property of another;

2. While under the influence of alcohol or any controlled substance; or

3. Without a securely fastened safety helmet on the head of an individual who operates an all-terrain vehicle or who is being towed or otherwise propelled by an all-terrain vehicles, unless the individual is at least eighteen (18) years of age.

E. No operator of an all-terrain vehicle shall carry a passenger, except for agricultural purposes.

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

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____