



Board of Commissioners Regular Meeting

Bridgette Williams, Chair

Chris Whiting, Vice-Chair

Dr Tyjaun Lee, Reginald Townsend, Julie Lorenz, Tom Burroughs,

Mike Stieben, Deb Hermann, Mindy Rocha, Johnathan Duncan

Wednesday, July 22, 2026 | 12:00 PM

KCATA Breen Building | 1200 E 18th St. | Conference Room | KCMO 64108

Join via Zoom <https://us02web.zoom.us/j/84635394009?pwd=ruuKo0yVQbx5N9ad7XfAVyb5nULKIC.1>

Or by phone 1-877-853-5257 Meeting ID: 846 3539 4009 Passcode: 035448

TENTATIVE AGENDA

I. Call to Order and Determination of Quorum

II. Approval of Agenda

III. Adjourn to Executive Session:

Closed session to discuss any issues relating to personnel, real estate transactions, legal actions, litigation and attorney client communications, preparation for negotiations with employee group, procurements, negotiated contracts, services and any public business as directed by the Revised Statutes of Missouri (Sunshine Law), Section 610.021, subsections (1), (2), (3), (9), (11), (12) and (13).

- a. R.S.M.o. § 610.021

IV. Reconvene to Regular Session:

V. Report of Executive Session:

- a. Consideration of any Proposed Agreement (s)

VI. Public Comment *(sign-in required, 3-minute maximum)

"Welcome to the KCATA Board of Commissioners open forum. Open Forum provides a time for individuals to address the KCATA Board of Commissioners. Members of the public may request to speak at this time on KCATA matters that appear on the agenda. Members of the public will receive a total of three (3) minutes to speak. Public comments will be allowed at the Board Chair's discretion. All speakers will be required to provide their name and address for public record. The Board reserves the right to limit the amount of time and/or the number of speakers making public comments at any time during the meeting. Written public comments can be submitted to be entered into the record by 8am on the day of the meeting by emailing boc@kcata.org."

VII. Items from the Chair

- a. Standing Committee Updates- Security, Eco Devo & Real Estate, Planning & Operations
- b. Ratification of Commissioner Duncan to the Finance Committee
- c. Election of Board Secretary

VIII. Report of the Interim President/CEO

- a. Employee of the Month- Steven McGregor
- b. WC26 Update- Chuck Ferguson
- c. Return to Fares Update

IX. Consent Items:

- a. Consideration of the Minutes - June 24, 2026 Regular Meeting
- b. Promise Place START bond amendment - Allison Bergman

X. Action Items:

- a. May 2026 Financial Overview- Rick Maner
- b. Bulk Oil Contract- Derron Marsh
- c. Paratransit Fuel Card Program- Pete Comer

XI. Information/Update Items

- a. Policy Update - Keith Smith

XII. Old Business:

XIII. New Business:

XIV. Next Meeting Date: August 26, 2026

XV. Items from the Commissioners:

XVI. Adjournment of Regular Session:

Economic Development & Real Estate Committee Meeting

Chris Whiting, Chair

Tom Burroughs, Deb Hermann

Derek Ramsey, Simone Curls

Wednesday, May 20, 2026 | 9:30 AM

KCATA Breen Building | 1200 E 18th St. | Conference Room | KCMO 64108

I. Call to Order and Determination of Quorum:

Vice-Chair Whiting stated there was a quorum on this day with himself and Commissioner Burroughs being present. Board attorney Ryan Denk with MVP law was also present. Commissioner Hermann joined the meeting at 9:40am.

II. Approval of Agenda:

Vice-Chair Whiting made the motion 'I move to approve the agenda for the May 20, 2026, Economic Development & Real Estate Committee Meeting, as presented.' Commissioner Burroughs seconded the motion, and it passed unanimously.

III. Approval of Meeting Minutes:

a. Consideration of the Minutes - April 14, 2026 Meeting

Vice-Chair Whiting made the motion 'I move to approve the Minutes for the April 14, 2026, Economic Development & Real Estate Committee Meeting, as presented.' Commissioner Burroughs seconded the motion, and it passed unanimously.

IV. Adjourn to Executive Session:

Vice-Chair Whiting made the motion 'I move to go into closed session to discuss any issues relating to personnel, real estate transactions, legal actions, litigation and attorney client communications, preparation for negotiations with employee group, procurements, negotiated contracts, services and any public business as directed by the Revised Statutes of Missouri (Sunshine Law), Section 610.021, subsections (1), (2), (3), (9), (11), (12) and (13).' Commissioner Burroughs seconded the motion, and it passed unanimously.

V. Reconvene to Regular Session:

VI. Report of Executive Session:

VII. Action Items:

VIII. Information & Activity Status Report:

a. Staff presented the information regarding the 300 Santa Fe St, Leavenworth, KS TOCD START project.

Commissioner Burroughs left the meeting at 10:03am.

b. Staff presented the information regarding the LOI with Reconciliation Services, 31st and Troost Avenue.

c. Staff presented the information regarding the 2821 NE Vivion Road: Next Ridgeline's Exclusive Letter of Intent.

IX. Upcoming Initiatives and Priorities:

X. Next Meeting Date: June 16, 2026

XI. Adjournment:

Vice-Chir Whiting adjourned the meeting with no official quorum.
Meeting ended at 10:15am.



Planning & Operations Standing Committee Meeting

Mindy Rocha, Chair

Reginald Townsend, Deb Hermann

Tuesday, June 16, 2026 | 3:00 PM

KCATA Breen Building | 1200 E 18th St. | Conference Room | KCMO 64108

I. Call to Order and Determination of Quorum

3:00pm. Commissioner Rocha who Chairs this committee stated there was a quorum on this day with all assigned commissioners present. Board Attorney, Greg Goheen was also present.

II. Approval of Agenda

Commissioner Rocha made the motion 'I move to approve the June 16, 2026 KCATA, Planning & Operations Committee meeting agenda, as published.' Commissioner Townsend seconded the motion, and it passed unanimously.

III. Approval of Meeting Minutes

a. Consideration of the Minutes - April 14, 2026 Meeting

Commissioner Rocha made the motion 'I move to approve the April 14, 2026 Planning & Operations committee meeting minutes, as published.' Commissioner Townsend seconded the motion, and it passed unanimously.

IV. Monthly Performance Metrics

a. Staff presented the information regarding the Monthly Performance Metrics.

V. Operations Updates

a. Staff presented the information regarding the Operations Updates.

VI. Planning Updates

None.

VII. Agency Updates

a. Staff presented the information regarding the World Cup 2026 Update.

b. Staff presented the information regarding the InFOCUS Strategic Plan Update.

c. Staff presented the information regarding the Planning/ Capital Project Tracker.

d. Staff introduced Karel Danzie with Station Four presented the information regarding the Website Update.

VIII. New Business

IX. Next Meeting Date: July 14, 2026

X. Adjournment

Commissioner Rocha made the motion 'I move to adjourn.' Commissioner Townsend seconded the motion, and it passed unanimously.

Meeting ended at 3:30pm.

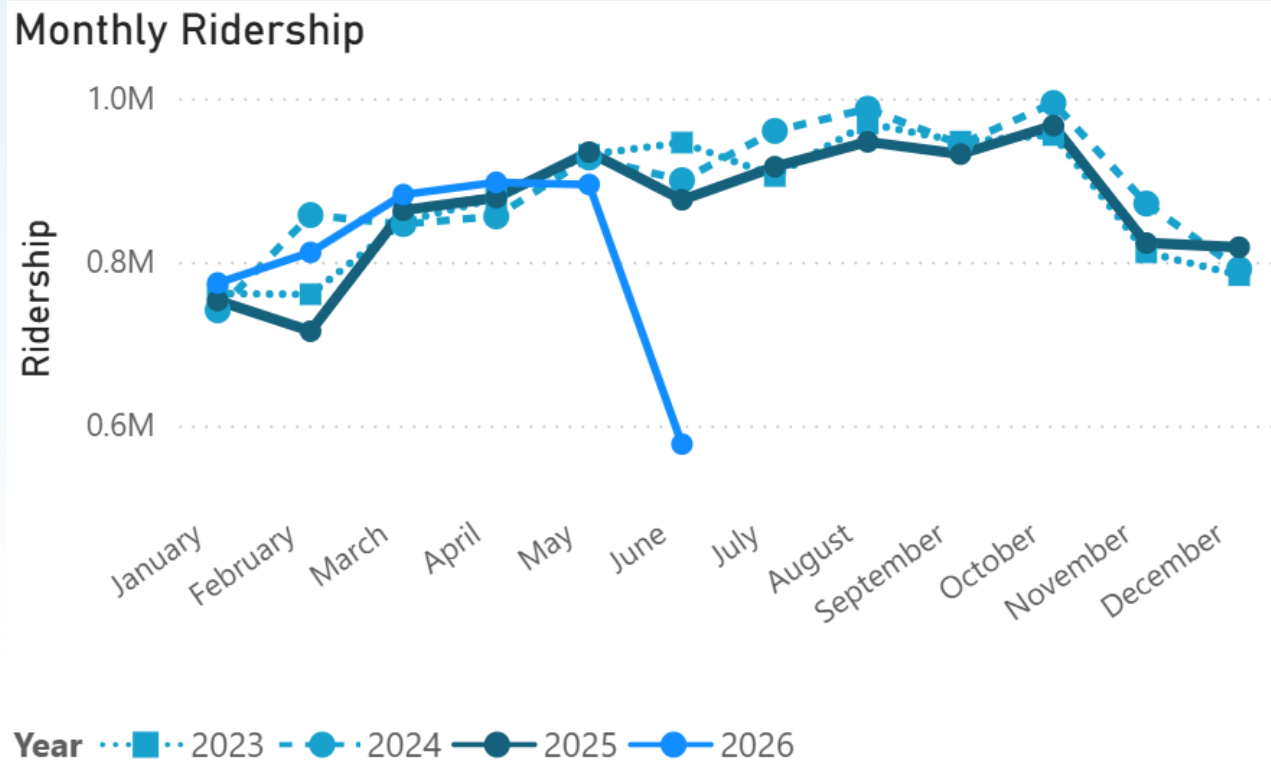


June 2026 System Update

Planning and Scheduling – AJ Farris



Ridership



June 2026:

- 581,973 Total Riders
- 577,202 Fixed Route Riders
- 4,771 IRIS Riders
- 666 Flex Riders

Completed Trips

Month	Completed Trips
February 2026	98.9%
March 2026	99.3%
April 2026	99.6%
May 2026	99.5%
June 2026	98.0%

June 2026 Trip Completion: 98.0%

Paratransit metrics

Planning and Operations Committee

July 14 , 2026

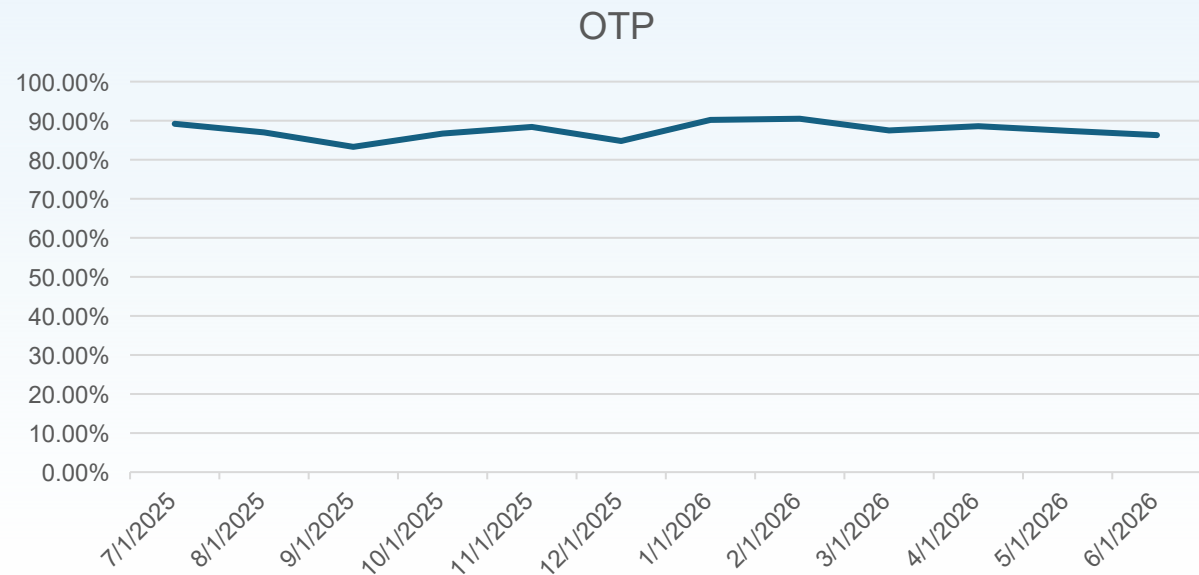


Overall KPIs

- OTP 86.3%
- Trips 15,983
- Passenger 17,030
- Avg. Ride Rating 4.7
- Avg. Trip Distance 7.2 miles
- Average Trip Duration 26.2 min.
- Shared Ride % 58.6

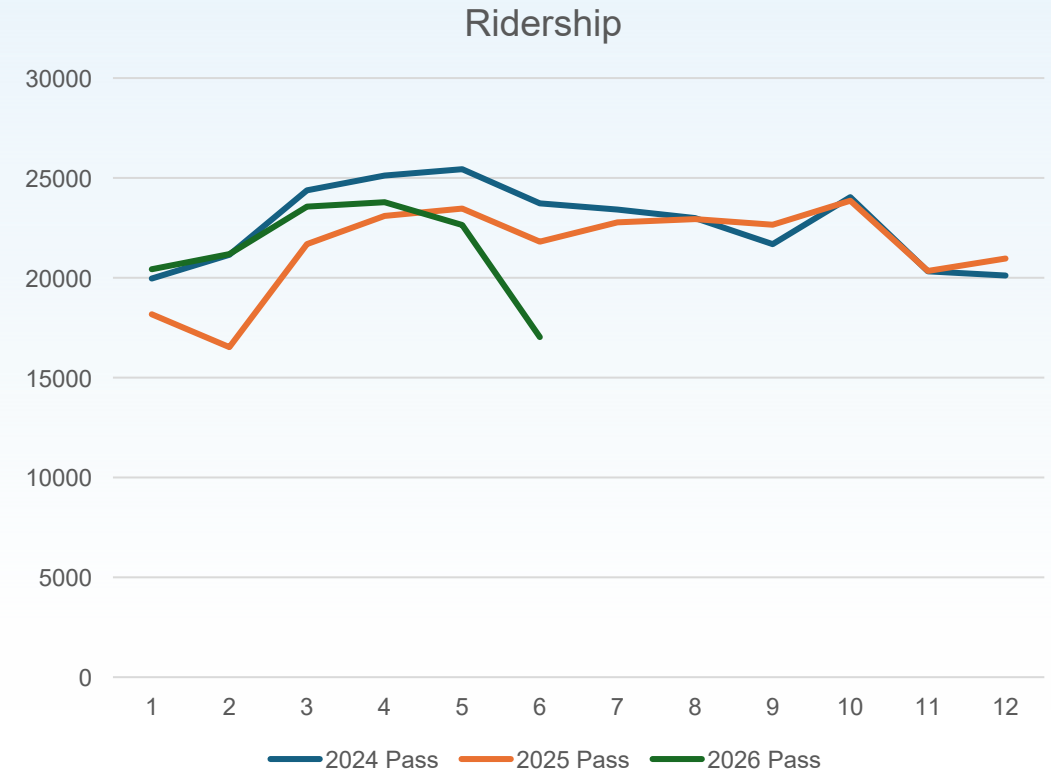
Revenue Hours: June 2026-17,792*, June 2025-16,783, May 2026-15527

*Elevated due to World Cup hours



Ridership 2024 vs 2026

	2024 Trips	2025 Trips	2026 Trips	2024 Pass	2025 Pass	2026 Pass
January	18649	16800	19005	19962	18172	20427
February	19572	15278	19704	21151	16527	21186
March	22466	20078	21788	24379	21686	23563
April	23145	21285	22104	25119	23097	23784
May	23379	21558	20962	25437	23465	22643
June	21625	20104	15983	23726	21808	17030
July	21456	21009		23416	22775	
August	20991	21120		22990	22938	
September	19964	20980		21684	22656	
October	22340	22152		24037	23858	
November	18753	18858		20322	20342	
December	18535	19411		20113	20964	



IRIS On-Demand Service

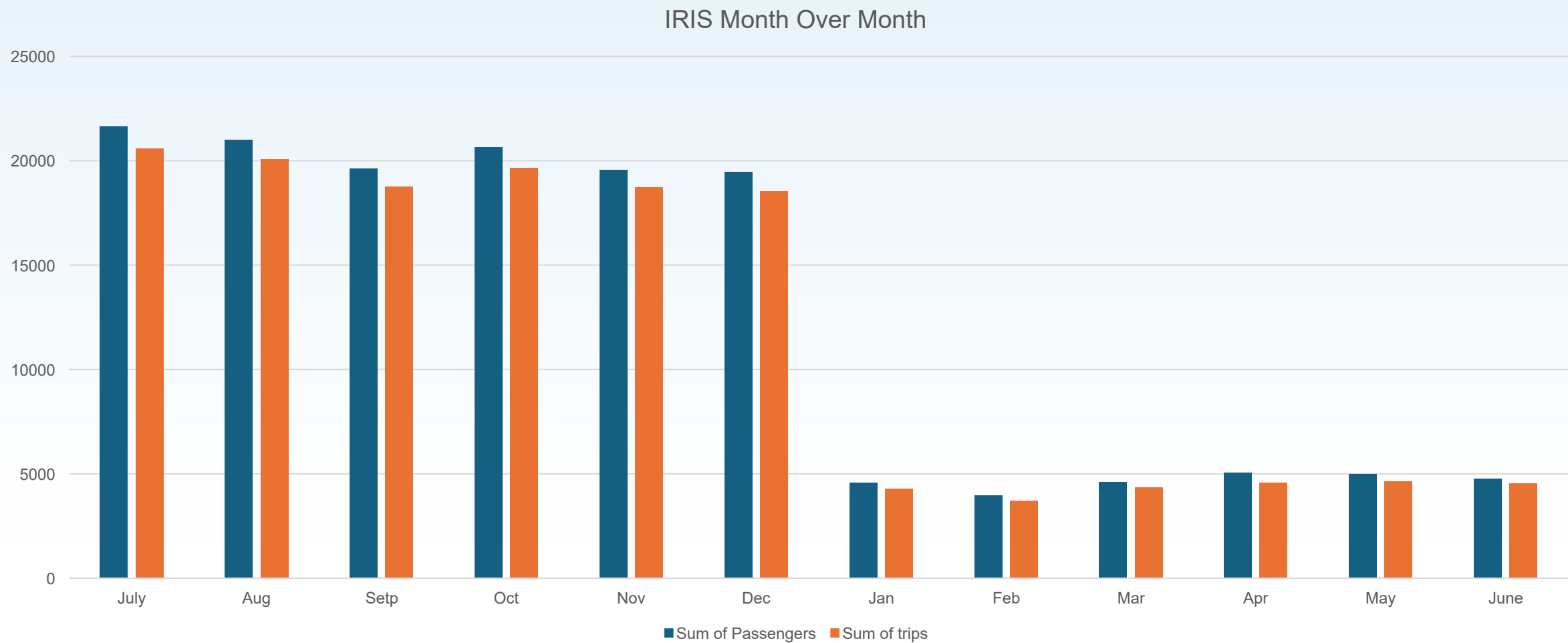
Planning and Operations

Committee

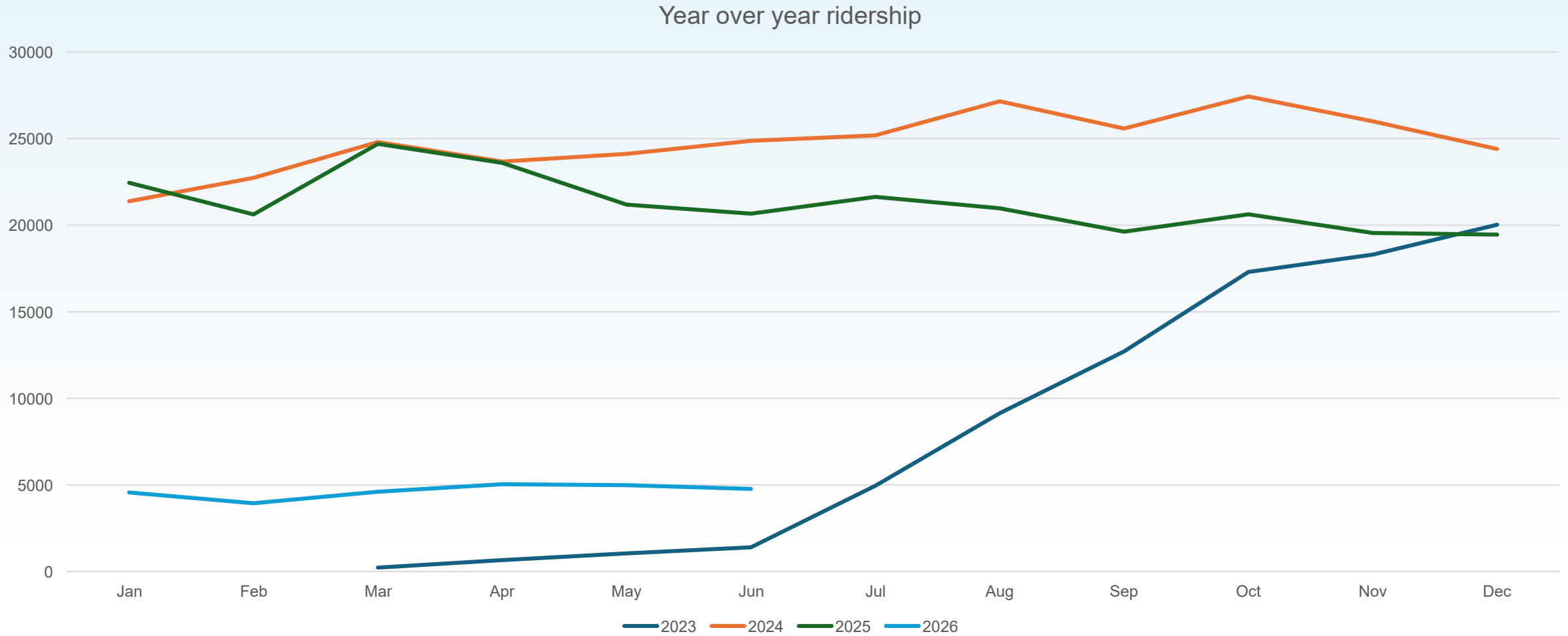
July 14 , 2026



Month Over Month



Year over year ridership



Thank You

Questions and Comment

Pete Comer

Mobility Services Manager

pcome@kcata.org

Richard Cowart

Director Mobility Services

rcowart@kcata.org



July 2026 Planning & Operations Report

Human Resources, Communications & Customer Service,
Transportation, Fleet, Facilities, Safety & Security

People Metrics Report

Month	All Hires	Operators
Jul-25	15.00	14.00
Aug-25	-	-
Sep-25	4.00	3.00
Oct-25	27.00	24.00
Nov-25	6.00	5.00
Dec-25	-	-
Jan-26	14.00	14.00
Feb-26	-	-
Mar-26	-	-
Apr-26	-	-
May-26	3.00	-
Jun-26	7.00	6.00
Total New Hires over 12 Months	76.00	66.00

KCATA
Hiring
Activity
by Month

People Metrics Report

Month	All Terms	Operators
Jul-25	9.00	6.00
Aug-25	12.00	10.00
Sep-25	3.00	1.00
Oct-25	4.00	2.00
Nov-25	9.00	9.00
Dec-25	7.00	5.00
Jan-26	10.00	9.00
Feb-26	5.00	5.00
Mar-26	6.00	5.00
Apr-26	5.00	-
May-26	7.00	4.00
Jun-26	10.00	8.00
Total Terminations over 12 Months	87.00	64.00

KCATA
Terminations
by Month

People Metrics Report

Reason	Count	Avg. Seniority
Involuntary (Attendance)	9	0.89
Involuntary (Failed Training)	10	0.08
Involuntary (Deceased)	1	35.60
Involuntary (Violation of Policy)	13	3.35
Voluntary (Retirement)	17	6.24
Voluntary (Resignation)	37	3.67
Total Terminations over 12 Months	87	8.30

KCATA Termination Reasons
(Rolling 12 Months)

People Metrics Report

Work Group	Count	Avg. Seniority
Operators (Full Time)	276	10.78
Operator (Part Time)	17	22.28
Student Operators	2	0.06
Maintenance	142	14.01
Union Clerical	24	15.36
Non-Union Administration	96	12.07
Total Active Employee Headcount	557	12.43

KCATA Total Headcount
May 31, 2026

Regional Call Center – Fixed Route

	June 2026	May 2026	April 2026
Calls Offered	12,558	9,440	8,669
Calls Handled	11,588	9,233	8,493
Avg. Handle Time	1:52	1:13	1:20
Abandoned Rate	7.7	2.2	2.0
Avg. Hold Time	1:12	:30	:25

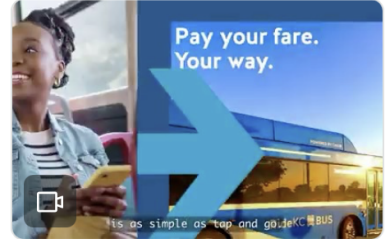
Freedom Call Center – Paratransit

	June 2026	May 2026	April 2026
Calls Offered	7,220	8,452	9,190
Calls Handled	7,098	8,236	8,930
Avg. Handle Time	2:27	2:25	2:39
Abandoned Rate	1.7	2.6	2.8
Avg. Hold Time	1:05	1:41	1:42

Social Media Metrics

	June 2026	May 2026	April 2026
Engagement	13,664	6,129	4,548
X/Twitter	261	231	181
Facebook	13,132	5,675	4,080
LinkedIn	271	223	287
Impressions	161,997	139,708	64,976
X/Twitter	5,152	3,347	3,334
Facebook	152,088	133,860	58,119
LinkedIn	4,757	2,501	3,523

Top Performing Posts in June 2026

 KCATA Thu 6/4/2026 10:49 am CDT As we transition back to fare collection, we ask ALL riders to be prepared to pay their fare when...  Engagement Rate (per Impression) 1.1% Impressions 92 Engagements 1 ... 	 RideKC Thu 6/25/2026 10:21 am CDT Faces of KC: Jody K. Jody knows firsthand how powerful...  Engagement Rate (per View) 1.2% Views 260 Engagements 3 ... 	 RideKC Fri 6/5/2026 2:20 pm CDT ICYMI – Rider Alert: 2026 Pride Fest & Juneteenth Detours. ...  Engagement Rate (per View) 1.7% Views 1,087 Engagements 18 ... 	 @RideKCTransit Tue 6/30/2026 1:49 pm CDT Paying your fare is as easy as a tap. Whether you're using a contactless...  Engagement Rate (per Impression) 1.7% Impressions 177 Engagements 3 ... 	 KCATA Wed 6/24/2026 1:30 pm CDT Skip the hassle. Just tap to pay. Use your contactless credit or debit...  Engagement Rate (per Impression) 1.8% Impressions 57 Engagements 1 ... 
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Transportation

- The 3rd Quarter Markup will start on July 12, 2026.
- The Fare Collection rolled out on June 1, 2026
- The KCATA has extended its hours of Operation on several routes to support the World Cup.
- Onboarding 2 operators the first week of June in support of service.
- Refresher Training will start the week of July 12, 2026, covering safety incidents, accidents, compliance risk, and ride observations.
- The implementation of Cross Training in the Transportation Department at all levels to strengthen the department.

- Strengthened Communication:**

- Improved coordination between departments, resulting in faster issue resolution and clearer expectations for operators and maintenance staff.

- Enhanced Training Programs:**

- Expanded and standardized training for operators and technicians.
- Focused training for safe **Battery Electric Bus (BEB)** operations to ensure readiness and confidence across the driver team.

- Reduced Failure Rates & Improved Reliability:**

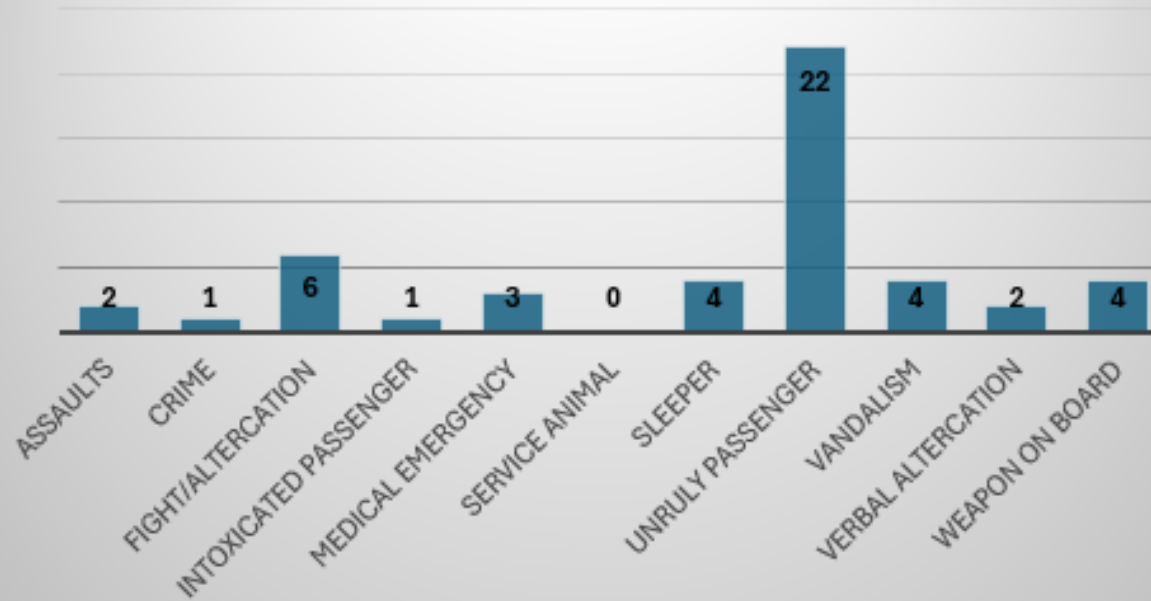
- Notable improvement in road call performance due to better diagnostics, preventive maintenance, and communication between operations and maintenance.
- Increased consistency in identifying and addressing mechanical issues before they impact service.

- Improved Safety Performance:**

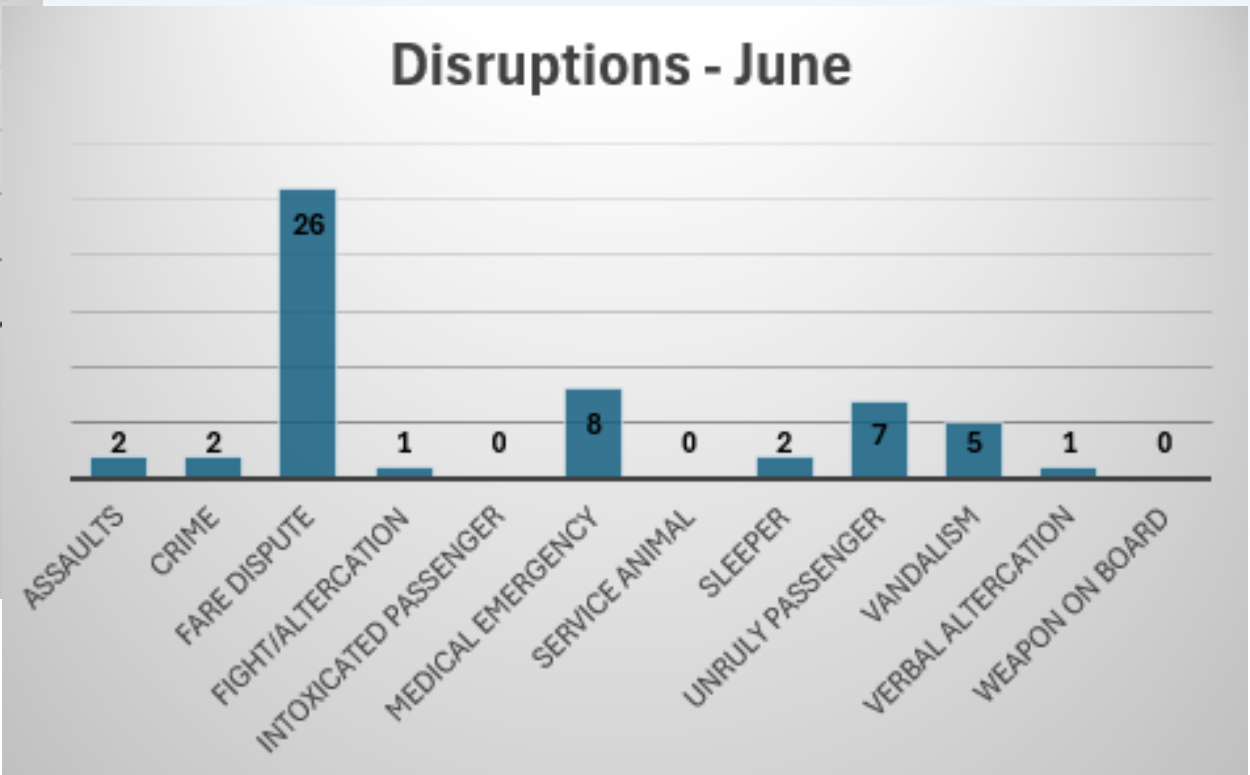
- Reduced workplace injuries through better training, clearer procedures, and a stronger safety culture.
- Fewer missed workdays due to injuries, reflecting safer practices and improved awareness.

Safety & Security

Disruptions - May



Disruptions - June



Safety & Security

Assaults on Operators in May

Assault #	Date	Victim	Suspect	Race	Sex	Category	Arrest	Bus #	On/Off Bus	Route	Location
1	2/4/2026			B	M	Shove	Yes	4004	On	101	EV
2	2/23/2026			B	F	Strike	Yes	4511	On	18	31st & Indiana
3	3/13/2026			B	F	Kick	No	4005	On	63	63rd & Manchester
4	3/25/2026			B	M	Strike	Yes	3053	On	3	12th & Main
5	4/15/2026			B	M	Strike	Yes	188	On	28	31st & Bellaire
6	4/25/2026			B	M	Spit	Yes	4810	On	47	Swope & Chestnut
7	4/28/2026					Liquid	No	177	On	28	40 Highway
8	5/17/2026			B	M	Strike	Yes	191	Off	99	th& Troost
9	5/20/2026			W	M	Strike	Yes	191	On	238	Antioch
10	6/14/2026			W	M	Strike	No	3548	On	2	23rd & Charlotte
11	6/28/2026			B	F	Strick	Yes	4816	Off	31	E. 40 Highway

Safety & Security

- Former Chief of the Independence Police joined us as our security liaison in support of the World Cup security. Tom's extensive experience with large-scale events, such as the Olympics on two occasions and security for the Royals, and his local knowledge and network in law enforcement have been invaluable.
- Security and Transportation have been working closely together on the reintroduction of fare and fare evasion.
- Screening applications for the new Senior Director of Security.

Discussion?

Planning Program Projects

Program #	Description	Lead	Status	% Complete	Est. Finish	Board / Action
1	East West Transit Study					
1D	Transfer RAISE Grant Funding to KCATA	Tracy Logan/AJ Farris	The Paper grant has been reviewed by FTA and the KCATA has been instructed to load the details of the project into the TRAMS system. This is a positive sign of the FTA's interest in awarding the project.	100%	25-May	POPS Update
1E	East West Transit Study Phase 2	AJ Farris	A meeting with project partners was held Monday June 15th to discuss and agree upon the cooperative agreement and project management structure.	5%	Dec. 28	POPS Update
3	System Dashboard					
	Dashboard Update/Audit	Mira Felzien	Issues with the dashboard have been identified and can be traced back to Trapeze reporting	75%	Feb. 2026	
4	Monthly System Reporting (INFOCUS)					
	Adapting Monthly Reporting to Match 5 Year Strategic Plan	Bryce Shileds/AJ Farris	An InFocus KPI reporting tool has been created, staff is having an internal discussion on the best way to continue coordination internally and with the board.	75%	On Going	presented monthly to POPS
6	Bi-State Sustainable Reinvestment Corridor					
	Connect UG, KCMO, and Independence through a fast/frequent transit connection that focuses on development, job access, and zero emission solutions	AJ Farris/ Tyler Means	Phase 2 has come to a close and staff recommends an update in partnership with MARC to discuss results and next steps.	90%	Jul-26	POPS Update
12	Quarterly Mark-up and Service Changes					
	Developing service changes based on planning and direction from community partners	AJ Farris	Special Mark Up for July has been completed. This returns service back to normal (pre World Cup) levels.	75%	Feb. 2026	POPS update
13	Service Planning Study (Route Restoration Grant)					
	Analyze existing and future services to ensure successful and quality regional connections.	AJ Farris/Tyler Means	While the KCMO 5 year study has been paused, we have had great discussions with city council members about their interest in participating in this effort.	90%	Mar. 26	POPS Update
14	Comprehensive Service Analysis Update KCMO(Route Restoration Grant)					
	KCMO 5 Year CSA	AJ Farris	KCATA staff will be meeting with KCMO staff to re-kick off the 5 year study. This will serve as the first phase of the KCMO Transportation Study.	5%	TBD	
15	Bus Stup Guidelines Update (Route Restoration Grant)					
	Update agencies Bus Stop Guidelines Document	AJ Farris	See #13	95%	TBD	
16	Multi-Modal Service Study (Route Restoration Grant)					
	Analyze current service and identify opportunities for better connection to existing and future service.	AJ Farris	See #13	100%	TBD	

Planning Program Projects

Program #	Description	Lead	Status	% Complete	Est. Finish	Board / Action
17	Bus Stop Facilities Audit/Inventory					
	Continue to audit our facilities to ensure accuracy within our inventory and software.	Mira Felzien	This has been completed. We are adding information to our virtual records and QAQCing.	100%	TBD	
19	World Cup Planning					
	Create plan to effectively serve the region and the influx of people for this special event.	Chuck Ferguson	At this point the special World Cup services have ended. KCATA Staff is working with executive staff and leadership to develop a final report on world cup activities.	95%	Nov. 2026	POPS Update
20	Job Access Planning					
	Ensure public transit access to major job centers and industrial complexes	Dick Jarrold/Tyler Means	The KCATA has completed several coordinating meetings with Hunt Midwest Development Group to discuss changes to route 210 to provide more comprehensive service to employees.	50%	Ongoing	
21	Future Grant Requests/Tracking					
	Understand and prepare for future funding opportunities	Tracey Logan/AJ Farris	HR has rolled out the ADP tool to allow us to track time to specific grants. Teams have received training on how to use this tool.	Ongoing	Ongoing	
	Assist in planning for important connections involving Raytown, TSC and the Rock Island corridor	Brien Starner	Coordinating with the EW Corridor Study			
22	Development Coordination Projects					
A	Goodwill Redevelopment - 18th St.	Tyler Means	Service integration with Goodwill campus Redevelopment			
23	Unified Government Coordination					
	UG Service Changes for 2025	AJ Farris/Tyler Means	KCATA is assisting UG in developing their requested service changes for Q1 2026. We are also coordinating on their 2026 contract.	75%	Dec. 23	POPS Update
25	MARC PSP - Blue Ridge Corridor TOD and Transit Center Study					
	Blue Ridge Corridor and TOD and Transit Center Siting Analysis	AJ Farris	This project is near completion. A report has been delivered to the Economic and Development Committee. A final update on the project can be delivered in August.	95%	Jan. 26	POPS Update
26	Cass County Mobility Study					
	Conduct a Mobility Study for Cass County	AJ Farris	Staff is coordinting with Chairman Townsend to schedule some time to present the scope to Cass County Elected Officials.	5%	Jan. 26	POPS Update
27	Streetcar Extension Opening					
	Develop New Streetcar Schedules for testing purposes	AJ Farris	The Streetcar is nearing then end of the testing. KCATA staff was invited to ride the extension to monitor bus and streetcar interactions.	100%	Oct. 26	N/A
28	Hunt Mid West 210 Extension					
	Develop Job Access Extension for 210	AJ Farris	Planning Staff is coordinating with Hunt MidWest Development group to implement an extension to the 210 route. Costs have been generated and a meeting with HMW is scheduled.	60%	Oct. 25	N/A
29	Fare Reintroduction					
	Re-introduce Fare to RideKC System	AJ Farris/Tyler Means/Bryce Shields	Fare Collection began on June 1st.	75%	May/Jun. 26	POPS Update
30	Grant Coordination					

Planning Program Projects

Program #	Description	Lead	Status	% Complete	Est. Finish	Board / Action
	MARC PSP and Sub Allocated Call for Projects	AJ Farris/Mira Felzien	KCATA has completed submission of 3 Planning for Sustainable Places grants. KCATA is nearing completion of multiple CMAQ and STP grants to submit at the end of July for vehicle purchases and increased service frequencies.	25%	May/Jun. 26	POPS Update

July 2026 Planning Project Tracker

AJ Farris, 7/14/2026



Project Tracker Overview

- **Project 12 – Mark Up and Service Changes**
 - Special Mark Up for July has been completed. This returns service back to normal (pre World Cup) levels.
- **Project 14 – KCMO 5 Year Study**
 - KCATA staff will be meeting with KCMO staff to re-kick off the 5 year study. This will serve as the first phase of the KCMO Transportation Study.
- **Project 19 – World Cup**
 - At this point the special World Cup services have ended. KCATA Staff is working with executive staff and leadership to develop a final report on world cup activities.

Project Tracker Overview

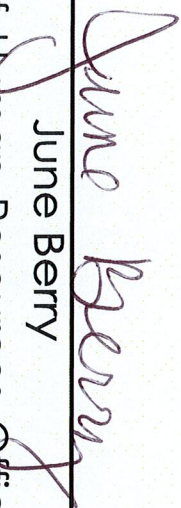
- **Project 25 – MARC PSP Blue Ridge Corridor PSP**
 - This project is near completion. A report has been delivered to the Economic and Development Committee. A final update on the project can be delivered in August.
- **Project 30 – Grant Coordination**
 - KCATA has completed submission of 3 Planning for Sustainable Places grants (2 county level mobility studies and an ADA improvement study).
 - KCATA is nearing completion of multiple CMAQ and STP grants to submit at the end of July for vehicle purchases and increased service frequencies.

EMPLOYEE OF THE MONTH

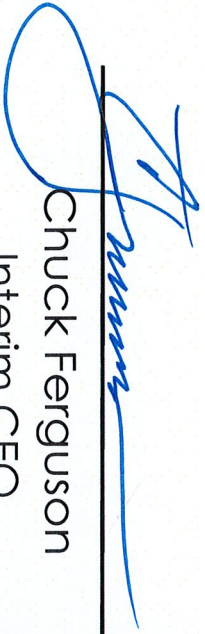
is awarded to

Steven McGregor

Thank you for your outstanding service and dedication.
Congratulations!



June Berry
Chief Human Resources Officer



Chuck Ferguson
Interim CEO

World Cup 2026



Staff Request For Commission Action

Board Meeting Date: July 22, 2026

Return to Fares Update

Standing Committee:	Finance Committee
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Date: 07/10/2026	Contact Name: Tyler Means	Contact Email: tmeans@kcata.org	Department/Division: Administration
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Strategic Plan:

Financial Sustainability

Organization - Communication with the Board of Commissioners.

Customer Experience

Unified Region

System Development

Financial Impact:

N/A

Approver:

Chuck Ferguson, COO

Attachments List:

1.	FinComm_Fare Collection Reporting 071326
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Proposed Motion:

N/A

Synopsis:

Over the past month, KCATA began collecting fares again on both our fixed-route bus service and our ADA paratransit services. Throughout the process we have begun to gather a significant amount of data associated with fare collection. What we hope to do today is have a conversation with the Finance Committee members to get a full understanding of the type of data and analysis you all would like us to report out on a continuous basis beginning in August.



Return to Fares Update

Prepared for Finance Committee
July 13, 2026



Fare Sales Summary for June 2026

- Total Sales - \$368,229
 - Full Fare Sales account for 94% of revenue generated
- Sales by Type of Media
 - Physical passes – 40%
 - Open pay (Tap to Pay) – 35%
 - Mobile app – 25%
- Product Sales by Product (Top 3)
 - Open Pay (Tap to Pay) - \$104,000
 - 30-day Reduced Fare Physical Pass - \$50,000
 - Single Day Regular Fare Pass - \$45,000

Functionally Free Fare Summary – June 2026

- Functionally Free Fare = passes being distributed to non-profits that focus on serving low-income individuals and individuals experiencing life challenges
- 20,000 day passes have been distributed
 - 10,000 passes distributed by United Way at no cost to organizations
 - 10,000 passes sold to organizations at reduced fare rate
- Passes have been distributed to an approved 58 nonprofits
- United Way also assisting with reduced fare applications
 - In June, there were a total of 957 applications

For Discussion

- What additional data and analysis would you like to see monthly?
- Goal is to create a standardized report for each month to come through Finance Committee

Board of Commissioners Regular Meeting

Bridgette Williams, Chair

Chris Whiting, Vice-Chair

Dr Tyjaun Lee, Reginald Townsend, Julie Lorenz, Tom Burroughs,

Mike Stieben, Deb Hermann, Mindy Rocha, Johnathan Duncan

Wednesday, June 24, 2026 | 12:00 PM

KCATA Breen Building | 1200 E 18th St. | Conference Room | KCMO 64108

I. Call to Order and Determination of Quorum

12:03pm. Chair Williams stated there was a quorum on this day with all commissioners being present in person or online, except Commissioners Lorenz and Hermann who were unavailable on this day and Commissioner Stieben arriving at 12:07pm. Board attorney, Greg Goheen with MVP Law was also present.

II. Approval of Agenda

Chair Williams made the motion 'I move to approve the agenda for the Board of Commissioners Regular Meeting for June 24, 2026, as published.' Commissioner Townsend seconded the motion, and it passed unanimously.

III. Special Report

Chair Williams introduced Bob Babbitt with KL2 who provided the update regarding the CEO search. Chair Williams then introduced Commissioner Duncan and thanked him for joining this Board then asked if he had any words today? He stated that he was happy to serve.

IV. Adjourn to Executive Session:

Chair Williams made the motion 'I move to go into closed session to discuss any issues relating to personnel, real estate transactions, legal actions, litigation and attorney client communications, preparation for negotiations with employee group, procurements, negotiated contracts, services and any public business as directed by the Revised Statutes of Missouri (Sunshine Law), Section 610.021, subsections (1), (2), (3), (9), (11), (12) and (13) for 15minutes.' Vice-Chair Whiting seconded the motion, and it passed with a roll call vote.

V. Reconvene to Regular Session:

12:34pm.

VI. Report of Executive Session:

Chair Williams made the motion 'I move to approve the temporary exception to KCATA's vacation use and accrual policy, as presented.' Vice-Chair Whiting seconded the motion, and it passed unanimously.

VII. Public Comment *(sign-in required, 3-minute maximum)

Mark Duvall spoke regarding buses are announcing disability status to the entire bus by asking him to verify his reduced fare by showing proof. Stated he does not appreciate having to inform the whole bus that he is disabled.

Charlie Flayhive spoke regarding drugs at stops and stated that he failed a drug test recently due to being around all the usage at stops while he is waiting for the bus to come.

Dorothy Simmons spoke regarding benches being installed where KCATA has removed them which was done for safety as these stops are not safe for anyone. She also stated that the crime going on at the stops is out of control and has been for some time.

VIII. Items from the Chair

- a. Chair Williams asked committee Chairs to provide Standing Committee Updates. Commissioner Lee provided the update from the Governance & Audit Committee. In Commissioner Lorenz's absence, staff provided an update from Finance. Eco Devo & Real Estate and Security sub-committee meeting was canceled this month.
- b. Board Secretary
Chair Williams stated that she would forgo this item until next month as she has not been able to have a discussion with someone to take on this role.
- c. Standing Committee Assignments
Chair Williams asked Commissioner Duncan to serve on the Finance committee and he accepted this appointment.
- d. Chair Williams introduced ATU President, Will Howard stating he has held this position before and we look forward to working with him again.

IX. Report of the Interim President/CEO

- a. Employee of the Month- May 2026, Michael Berry/ June 2026 Natasha Cooper
- b. WC26 Update

X. Consent Items:

- a. Consideration of the Minutes- May 14, 2026 Special Meeting/ May 27, 2026 Regular Meeting
- b. Taliaferro & Browne's work order- Linda Clark
- c. Community Contract, U.G.- Bryce Shields
- d. Community Contract, Independence- Bryce Shields
- e. KCPD MOU- Don Bowlin

Chair Williams made the motion 'I move to approve consent items a – e, as published.' Vice-Chair Whiting seconded the motion, and it passed unanimously.

XI. Action Items:

- a. Staff presented the information regarding the April 2026 Monthly Financial Overview. Chair Williams made the motion 'I move to approve the April 2026 Monthly Financial Overview, as presented.' Vice-Chair Whiting seconded the motion, and it passed unanimously.

XII. Information/Update Items

- a. Staff introduced Karel Danzie with Station Four who presented the information regarding the Website Update.

XIII. Old Business:

- a. Staff advised the Policy Review items has been previously presented and no changes have been made but if there were questions, he'd be happy to answer them. Policies include: Board Secured Line of Credit Use (Finance), Capitalization Policy (Finance), Board Policy for Approval of Board Contracts and Resolutions (Finance), Records Retention Policy (Planning and Operations)
Chair Williams made the motion 'I move to approve the policies for this meeting, as published.' Vice-Chair Whiting seconded the motion, and it passed unanimously.

XIV. New Business:

None.

XV. Next Meeting Date: July 22, 2026

XVI. Items from the Commissioners:

Commissioner Rocha welcomed Commissioner Duncan to this Board.

XVII. Adjournment of Regular Session:

Chair Williams made the motion 'I move to adjourn.' Vice-Chair Whiting seconded the motion, and it passed unanimously.

Meeting ended at 1:38pm.

Staff Request For Commission Action

Board Meeting Date: July 22, 2026

Promise Place START bond amendment - Allison Bergman

Standing Committee:	Economic Development & Real Estate Committee
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Date: 07/15/2026	Contact Name: Brien Starner, Michael Riley	Contact Email: bstarner@kcata.org, mriley@kcata.org	Department/Division: Economic Development
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Strategic Plan: Financial Sustainability Organization Customer Experience Unified Region System Development							
Financial Impact: Award To: Amount of Request/Contract: Amount Budgeted: Funding Source/Account#:							
Approver: Terri Barr-Moore, Chief of Staff							
Attachments List: <table border="1"> <tr> <td>1.</td> <td>KCATA Memo Regarding TEFRA (Promise Place and Helmer's Flats)</td> </tr> <tr> <td>2.</td> <td>Promise Place bond amendment 07.2026</td> </tr> <tr> <td>3.</td> <td>Promise Place Ratifying and Inducement Approving Bond Resolution 6.24.26 (Taxable and Exempt) ab 6.2.26</td> </tr> </table>		1.	KCATA Memo Regarding TEFRA (Promise Place and Helmer's Flats)	2.	Promise Place bond amendment 07.2026	3.	Promise Place Ratifying and Inducement Approving Bond Resolution 6.24.26 (Taxable and Exempt) ab 6.2.26
1.	KCATA Memo Regarding TEFRA (Promise Place and Helmer's Flats)						
2.	Promise Place bond amendment 07.2026						
3.	Promise Place Ratifying and Inducement Approving Bond Resolution 6.24.26 (Taxable and Exempt) ab 6.2.26						
Proposed Motion: I recommend approval of an increase in the Promise Place TOD Facility Taxable Revenue Bonds, to an amount not to exceed \$13 million.							
Synopsis: KCATA approved bonds for Promise Place in 2023, but construction costs increased significantly over the last three years. During that time, the developer worked with lenders, investors, and government agencies to secure enough funding to keep the project moving. Since then: Kansas City awarded the project a large grant.							

Missouri renewed the project's housing tax credits.

Bank of America and other investors agreed to purchase the START bonds.

The project is now ready to move forward.

Because costs have increased, the developer is asking KCATA to increase the taxable bond authorization from \$14 million to \$27 million, bringing the total START bond authorization to \$47 million.



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MEMORANDUM

TO: Michael Riley and Brien Starner

CC: Chuck Ferguson and Keith Smith

FROM: Allison Bergman

DATE: July 3, 2026

RE: Supplemental START Resolutions for Promise Place and Helmer's Flats

The purpose of this Memorandum is to briefly explain the need for the KCATA Board of Commissioners (the "**Board**"): to consider (1) a new Promise Place Inducement Resolution and Promise Place Bond Resolution; and (2) a ratifying resolution of the Helmer's Flats Bond Resolution, to comply with authority applicable to START Bonds.

Controlling Legal Authority

Low-income housing tax credits ("**LIHTC**") are issued by the federal government and states, to assist with paying the cost to construct very low and low-income housing. A development financed (in whole or part) with LIHTC is requires the issuance of federally tax-exempt bonds ("**Exempt Bonds**"). Exempt Bonds are subject to the Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**").

Under TEFRA, among other things, the issuer of the Exempt Bonds must provide public notice that the Exempt Bonds will be issued (a "**TEFRA Notice**") at least seven days prior to the date on which the issuer approves the issuance. The Notice details the time and location of the hearing (the "**TEFRA Hearing**"), a general description of the facility proposed to be constructed with Exempt Bonds, the maximum Exempt Bond issuance amount, and the expected initial user. The TEFRA Notice must be advertised on the websites of the bond issuer as well as that of the local government of the geographic area of the proposed facility.

At the TEFRA Hearing, the bond issuer and the facility developer present information about the facility described in the TEFRA Notice. Questions from the public are entertained. The Exempt Bonds described at the TEFRA Hearing must close within one-year of the date of the TEFRA Hearing. After the TEFRA Hearing, the issuer is then authorized to finally approve the issuance of Exempt Bonds and comply with TEFRA and other federal tax laws. A TEFRA Hearing must occur prior to that final bond resolution.

Promise Place

In 2023, the Board:

- A. Induced Exempt Bonds in an amount not to exceed \$20 million, and (b) taxable START Bonds (the "**Taxable Bonds**") in an amount not to exceed \$14 million, for a multi-building, 85-unit



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LIHTC facility referred to as the “**Promise Place TOD Facility**” via Resolution R-2023-239 (the “**Promise Place Inducement Resolution**”); and

- B. Approved the Promise Place Inducement Resolution, pursuant to Resolution R-2023-242 (the “**Promise Place Bond Resolution**”).

Quickly after the Board approved the Promise Place Bond Resolution, construction costs began to escalate. In response, the Promise Place TOD Facility developer, Promise Place, LLC, a Missouri limited liability company (the “**PP Developer**”) engaged in aggressive value engineering to reduce its construction costs, and worked closely with lenders, investors, and syndicators to identify additional funds sufficient to complete the Promise Place TOD Facility. This process has taken roughly three years.

Early in 2026, the PP Developer contacted the KCATA to advise that (a) the City of Kansas City, Missouri (the “**City**”) had awarded a multi-million dollar grant to the Promise Place TOD Facility; (b) the Missouri Housing Development Commission, the LIHTC awarding agency, had reauthorized 2023 LIHTC for 2026, demonstrating the significance of the Promise Place TOD Facility to the affordable housing priorities of the State and City; (c) Bank of America and other national lenders and investors had agreed to buy the “**START Bonds**” for the Promise Place TOD Facility, to provide sufficient funds for construction; and (d) the PP Developer is now prepared to proceed with closing on the START Bonds. The PP Developer also advised, however, that due to design revisions requested by the City and the passage of three years, design, labor, construction, and insurance costs had exponentially increased.

The PP Developer is asking the Board to approve an increase in the not-to-exceed Taxable Bonds amount, from \$14 million to \$27 million, for a total not-to-exceed START Bond issuance of \$47 million. Further, because more than one year has passed since KCATA approved the Exempt Bonds, TEFRA requires that a new TEFRA Hearing be held.

Promise Place Request: KCATA is being asked to:

1. In a replacement Promise Place Inducement Resolution, (a) ratify the issuance of Tax-Exempt Bonds in an amount not to exceed \$20 million; (b) ratify its inducement of issuance of Taxable Bonds in an amount of \$14 million; and (b) induce an increase in the Taxable Bonds in an amount not to exceed \$13 million, for a total Taxable Bond amount of \$27 million;
2. Issue a TEFRA Notice and conduct a new TEFRA Hearing for the Exempt Bonds; and
3. In a replacement Promise Place Bond Resolution, to (a) ratify issuance of the \$20 million Exempt Bonds; (b) ratify issuance of the \$14 million Taxable Bonds; and (c) approve an increase of Taxable Bonds in the amount of \$13 million, for a total Taxable Bond amount not to exceed \$27 million, and a START Bond authorization for the Helmer’s Flats TOD Facility in an amount not-to-exceed \$47 million.

Helmer’s Flats

In 2026, the Board:

- A. Induced START Bonds in a total amount not to exceed \$53 million, to construct an approximately 115 LIHTC unit multi-family facility to be located at 300 Santa Fe Street in



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Leavenworth, Kansas referred to as “**Helmer’s Flats TOD Facility**” via Resolution R-2023-239 (the “**Helmer’s Flats Inducement Resolution**”); and

- B. Approved the Helmer’s Flats Bond Resolution, pursuant to Resolution R-2026-2____)¹ (the “**Helmer’s Flats Bond Resolution**”).

The \$53 million START Bond issuance amount was based upon total facility costs, because the specific amounts of the Tax-Exempt and Taxable Bonds were not yet finalized by the State of Kansas (the LIHTC agency for the facility). Because the amount of Exempt Bonds was unknown, a TEFRA Notice for a TEFRA Hearing could not be issued. However, although no TEFRA Hearing had occurred, Elsy Affordable Developers, LLC, a Delaware limited liability company (the “**HF Developer**”), asked the Board to approve the Helmer’s Flats Bond Resolution in an amount not-to-exceed \$53 million, so the HF Developer could finalize lender and investor financing commitments.

KCATA staff has been advised that the State of Kansas is now prepared to confirm the specific amount of Exempt Bonds for the Helmer’s Flats TOD Facility which are required to comply with various federal tax exemption requirements.

Helmer’s Flats Request: Upon the State’s confirmation of the Exempt Bond amount, KCATA is being asked to:

1. Issue a TEFRA Notice and conduct a new TEFRA Hearing for the Exempt Bonds, in the amount confirmed by the State; and
2. Ratify the issuance of START Bonds in an amount not to exceed \$53 million, specifying the respective amounts of Tax-Exempt Bonds (described at the TEFRA Notice and TEFRA Hearing) and Taxable Bonds.

If you need additional information about these two requests, please let me know.

/alb

¹ The final number assigned to the Helmer’s Flats Bond Resolution has been requested from the Assistant Secretary.

Promise Place Bond Refresh & Authorization Amendment

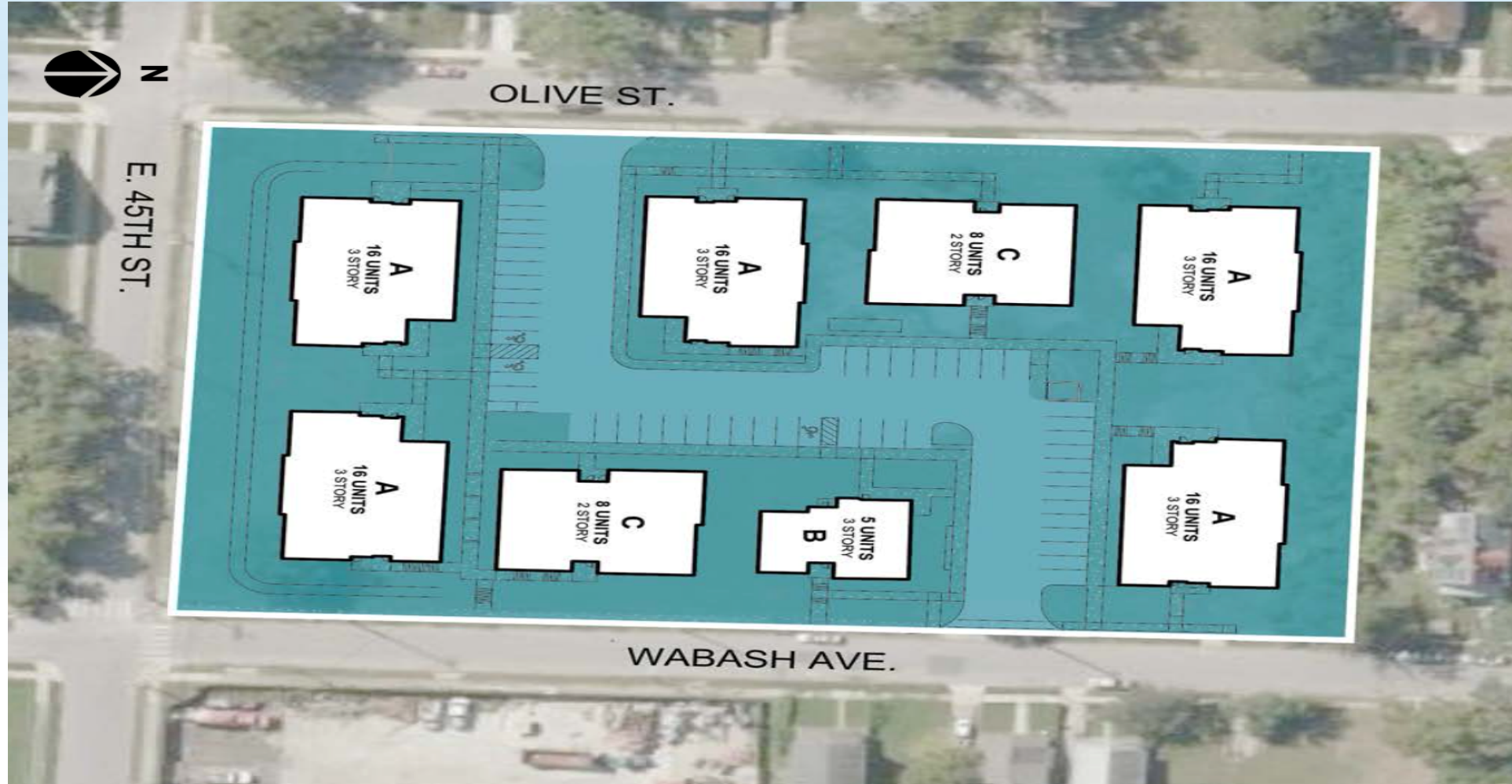
Michael Kelley & Brenna Sturmer



Visual of the Site



Visual of the Site



Project Overview

- Updated: \$47 Million-dollar TOCD facility For:
 - Providing 101 units of affordable housing.
 - 8 buildings connected by pedestrian walkways
 - 11 units – 30% AMI households
 - 90 units – 60% AMI households
 - New Ridership Projected between 114,000 to 158,000 per year.
 - Due to facility cost increases since 2023 and KCATA board authorization, the developer requests the KCATA to approve an increase in total START Bonds not-to-exceed \$47M from \$34M, increasing from \$14 million to \$27 million in taxable bonds, while tax-exempt bond totals KCATA has approved remaining at \$20 million.

Thank You

KANSAS CITY AREA TRANSPORTATION AUTHORITY

RESOLUTION OF BOARD OF COMMISSIONERS

RESOLUTION RATIFYING THE AUTHORITY’S RESOLUTIONS R-2023-239 AND R-2023-242; AUTHORIZING THE ISSUANCE OF A TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BOND (PROMISE PLACE TOD HOUSING FACILITY), SERIES 2026A IN AN AMOUNT NOT TO EXCEED \$20,000,000, AND A TAXABLE REVENUE BOND (PROMISE PLACE TOD HOUSING FACILITY), SERIES 2026B IN AN AMOUNT NOT TO EXCEED \$27,000,000, FOR A TOTAL AMOUNT NOT TO EXCEED \$47,000,000, FOR THE PURPOSE OF OBTAINING FUNDS TO PAY THE COST TO DESIGN, PERMIT, PLAN, DEVELOP, CONSTRUCT, EQUIP AND COMPLETE THE PROMISE PLACE TOD HOUSING FACILITY; REAUTHORIZING AND REAPPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS FOR THE PROMISE PLACE TOD HOUSING FACILITY; AND AUTHORIZING AND REAUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS FOR THE PROMISE PLACE TOD HOUSING FACILITY.

WHEREAS, the Kansas City Area Transportation Authority (the “**Authority**”) is a quasi-federal political subdivision pursuant to 80 Stat. 826, P.L. 89-599 approved by Congress on September 21, 1966, a political subdivision of the State of Kansas, pursuant to K.S.A. 12-2524 et seq., and a political subdivision of the State of Missouri, pursuant to RSMo 238.010 et seq. (the “**Compact**”); and

WHEREAS, on January 25, 2023, the Authority adopted Resolution No. R-2023-239 (the “**Inducement Resolution**”), expressing its intent to enter into a bond-financed transaction with Promise Place, LLC, a Missouri limited liability company (the “**Company**”) to finance, through the issuance of one or more tax-exempt and taxable bonds, anticipation notes, financings or issuances, the cost to design, permit, plan, construct, equip and complete a transit-oriented development (“**TOD**”) facility known as the “Promise Place TOD Housing Facility” (the “**TOD Facility**”) located at 4423 Olive Street in Kansas City, Jackson County, in the State of Missouri (the “**Property**”); and

WHEREAS, to comply with the Tax Equity and Fiscal Responsibility Act of 1982, 26 U.S. Code § 147(f) (“**TEFRA**”) procedures which require, among other things, that a duly noticed public meeting concerning the issuance of tax-exempt bonds, notes and other financing instruments be conducted by the issuer, prior to final approval thereof by the issuer, in furtherance of the foregoing, the Authority noticed a public hearing (the “**TEFRA Hearing**”) concerning the Authority’s proposed issuance and sale of the Authority’s Tax-Exempt Multifamily Housing Revenue Bond (Promise Place TOD Housing Facility), Series 2023A, in an amount not to exceed \$20,000,000 (the “**Series A Bond**”); and

WHEREAS, on February 22, 2023, the Authority adopted Resolution No. R-2023-242 (the “**Bond Resolution**”) authorizing, among other things: (i) the issuance and sale of the Authority’s Series A Bond and a Taxable Revenue Bond (Promise Place TOD Housing Facility), Series 2026B in an amount not to exceed \$14,000,000 (the “**Series B Bond**”) (together, the “**Promise Place TOD Bonds**”); (ii) the acquisition of the TOD Facility by the Authority from Company; (iii) the leasing of the TOD Facility by Authority to the Company; (iv) various ongoing obligations of the Company while the Promise Place TOD Bonds remain outstanding; and (v) execution by the Authority, the Company and various other parties of various funding agreements, indentures, documents, certificates, resolutions, and instruments (each and collectively, the “**Transaction Documents**”) related to the transactions contemplated by the Promise Place TOD Bonds; and

WHEREAS, because of unprecedented inflationary increases in the cost of construction materials, labor, insurance and other development costs which have occurred since the Authority originally approved the Inducement Resolution and the Bond Resolution more than three years ago, due to the need to identify additional funds to develop the TOD Facility, and due to other circumstances beyond the Authority's control, the closing of the Promise Place TOD Bonds did not occur, and the TOD Facility was not commenced; and

WHEREAS, following 2023, adequate resources were identified to commence, construct and complete the TOD Facility at a cost which accounts for inflationary increases in development; and

WHEREAS, to comply with the Authority's policies and TEFRA requirements, and in fulfillment of its public transportation obligations set forth in its federally approved Compact and key federal transit policy goals under 49 U.S.C. § 5302, the Board of Commissioners desires to (i) ratify each of its findings, determinations, and approvals set forth in Resolutions R-2023-239 and R-2023-242; (ii) ratify its authorization to issue the Authority's Series A Bonds in an amount not to exceed \$20,000,000; (iii) ratify its authorization to issue Authority's Series B Bonds in an amount not to exceed \$14,000,000; (iv) determine and find it is in the best interests of the Authority and the TOD Facility to and authorize an increase in the not-to-exceed amount of the Authority's Series B Bond from \$14,000,000 to \$27,000,000; (v) comply with the requirements of TEFRA related to the Series A Bonds; and (vi) ratify and authorize the issuance and execution of the Transaction Documents for the Promise Place TOD Bonds and certain other actions as herein provided which are consistent with the foregoing; and

WHEREAS, Company has incurred capital expenditures within the 60-day period ending on, or expects to incur capital expenditures on or after, the date of adoption of this Resolution, in connection with the TOD Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KANSAS CITY AREA TRANSPORTATION AUTHORITY, AS FOLLOWS:

Section 1. The Board of Commissioners of the Authority hereby (i) ratifies each of its findings, determinations, and approvals set forth in Resolutions R-2023-239 and R-2023-242; (ii) ratifies its authorization to issue the Authority's Series A Bond in an amount not to exceed \$20,000,000; (iii) ratifies its authorization to issue Authority's Series B Bond in an amount not to exceed \$14,000,000; (iv) determines and finds it is in the best interests of the Authority and the TOD Facility to and authorize an increase in the not-to-exceed amount of the Authority's Series B Bond from \$14,000,000 to \$27,000,000; (v) authorizes full compliance with the requirements of TEFRA related to the Series A Bonds; and (vi) ratifies and authorizes the issuance and execution of documents for the Promise Place TOD Bonds and various Transaction Documents and certain other actions as herein provided which are consistent with the foregoing.

Section 2. The Authority is hereby authorized and directed to issue and sell its taxable and tax-exempt Promise Place TOD Bonds in the aggregate principal amount not to exceed \$47,000,000, to one or more purchasers, with a term of not-to-exceed 25 years, for the purpose of providing funds to finance the costs to acquire, design, permit, plan, construct, equip and complete the TOD Facility. The Promise Place TOD Bonds shall be:

- a. Issued and secured pursuant to one or more Transaction Documents which will set forth the amount, date, maturity, and payment terms of such Promise Place TOD Bonds; and
- b. Of such denomination, bear interest at such rate, subject to redemption, and shall in such

form and include such other terms and provisions as are consistent with the Compact; and

- c. Issued, executed and delivered in such manner and subject to such provisions, covenants and agreements, as are set forth in the Transaction Documents; and
- d. In the form of a draw-down bonds, to be purchased in installments and sold at an aggregate price of 100% of the principal amount; and
- e. Constitute limited obligations of the Authority, payable solely out of the payments, revenues and receipts derived by the Authority from the TOD Facility and the Transaction Documents related thereto; and
- f. The payments, revenues and receipts derived by the Authority from the operation of the TOD Facility shall be pledged and assigned to a trustee, agent and/or lender (each, a “**Pledgee**”), as security for the payment of the Promise Place TOD Bonds, as provided in the Transaction Documents.

Section 2. The Authority is hereby authorized to enter into, including, but not limited to, the following Transaction Documents, with such changes therein as shall be approved by the Interim CEO and, if applicable, officers of the Authority executing such Transaction Documents, such signatures thereon being conclusive evidence of the approval of such Transaction Documents, and any and all such other documents, certificates, resolutions, and instruments required by the following Transaction Documents:

- a. One or more Transaction Documents dated as of the first day of the month in which the Promise Place TOD Bonds are issued (“**Closing Date**”), pursuant to which the Promise Place TOD Bonds are issued and the Authority pledges and assigns payments, revenues and receipts received from the TOD Facility to the Pledgee, for the benefit and security of the owner, trustee, or other pledge party of the Promise Place TOD Bonds, upon the terms and conditions as set forth in the Transaction Documents; and
- b. One or more Transaction Documents, dated as of the Closing Date, pursuant to which the proceeds of the Promise Place TOD Bonds will be loaned to the Company to finance the cost to acquire, design, permit, plan, develop, construct, equip and complete the TOD Facility for the Authority’s TOD purposes as described in the Compact; and
- c. A Facility Development Agreement, dated as of the Closing Date, between the Authority and the Company, setting forth the terms and requirements pursuant to which Company will serve as the Authority’s limited scope agent to design, permit, plan, construct, equip and complete the TOD Facility; and
- d. A Facility Lease Agreement, dated as of the Closing Date, between the Authority and the Company, pursuant to which the Authority will lease the TOD Facility to Company, so that Company can operate and maintain the TOD Facility, as a limited scope agent of the Authority, and collect rents sufficient to pay the principal of, premium, if any, and interest on the Promise Place TOD Bonds; and
- e. One or more bond purchase agreements or other financing instruments, dated the Closing Date, between the Authority and the respective purchasers of the Promise Place TOD Bonds, as applicable; and

- f. Any and all other and additional documents as may be required or desirable, to give effect to the foregoing and the TOD objectives set forth in the Compact.

Section 3. The Authority hereby approves the transactions contemplated by the Transaction Documents to be entered into in connection with the issuance and sale of the Promise Place TOD Bonds for the TOD Facility, and the implementation of the Transaction Documents, and the Authority's performance of the obligations set forth therein.

Section 4. The Chairperson and the Interim CEO are each authorized and directed to execute the Promise Place TOD Bonds, where required, by manual or facsimile signature, and to deliver the Promise Place TOD Bonds to the Pledgee for authentication, for and on behalf of and as the act and deed of the Authority, in the manner provided in the Indenture.

Section 5. The Chairperson or Vice Chairperson, the Interim CEO, and the Secretary or Assistant Secretary of the Authority, as applicable, are each hereby authorized and directed to execute and deliver the Transaction Documents for and on behalf of and as the act and deed of the Authority.

Section 6. The Secretary or Assistant Secretary of the Authority are hereby authorized and directed to attest to the Promise Place TOD Bonds by manual or facsimile signature and to endorse the Transaction Documents and any other documents, certificates, resolutions, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 7. The Authority shall, and the officers, agents and employees of the Authority are hereby authorized and directed to, take such further action, and execute such other documents, certificates, resolutions, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Authority with respect to the Promise Place TOD Bonds and the Transaction Documents.

Section 8. All actions previously taken by the Authority and the officers, agents and employees of the Authority consistent with the intent of Resolution Nos. R-2023-239 and R-2023-242, this Resolution, and the TOD policies previously adopted by the Authority's Board of Commissioners and all amendments, supplements and addenda thereto, if any, are hereby found to be consistent with the objectives and authority of the Compact and are ratified and reapproved. The selection of the Hardwick Law Firm, LLC, as the Authority's issuer and bond counsel for the issuance of the Promise Place TOD Bonds, is hereby also ratified and reapproved.

Section 9. This Resolution shall take effect and be in full force immediately upon its adoption by the Board of Commissioners. This Resolution will remain in full force and effect for the duration of the Promise Place TOD Bonds, following the issuance thereof or, in the absence of the earlier issuance of the Promise Place TOD Bonds, until a date that is 24 months after adoption of this Resolution or such other date as may be approved by the Board of Commissioners.

[END OF RESOLUTION]

[signatures on next page]

Adopted by the Board of Commissioners of the Kansas City Area Transportation Authority, as of July _____, 2026.

**KANSAS CITY AREA
TRANSPORTATION AUTHORITY**

By: _____
Name: Bridgette Williams
Title: Chairperson

Approved as to form:

Greg Goheen, Board Attorney

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

Before me, a Notary Public in and for said County and State, personally appeared Bridgette Williams, who, being first duly sworn, stated that she is the Chairperson of the Board of Commissioners of the Kansas City Area Transportation Authority, and that the foregoing resolution was adopted by the Board of Commissioners on July _____, 2026.

Notary Public in and for said County and State

Samantha Overman

My Commission Expires:



May 2026 Financial Results

Board of Commissioners

Rick Maner, Interim Chief Financial Officer

Wednesday, July 22, 2026



EXECUTIVE SUMMARY

Month Ended May 31, 2026

- 1) KCMO Sales Tax Reserve is \$13.2 million. \$3.8 million was transferred to the Operating Account in May 2026.
- 2) Operating income in May 2026 was \$199K compared to 2026 budget of (\$323K). May 2026 YTD actual was \$132K compared to budget of (\$304K). In May 2026, the budget included a reduction of \$1.2M for service reductions that were later deferred after budget adoption to September 2026.
- 3) Local contract revenue was \$7.5 million in May 2026 compared to 2026 budget of \$6.9 Million. May 2026 YTD is \$39.1 million compared to budget of \$38.7 million.

May 2026 BALANCE SHEET

	May 2026	Apr 2026
<u>Assets</u>		
Cash & Investments	9,399,763	6,053,554
Restricted/Designated Assets & Investments:		
KC Sales Tax (a)	13,276,223	17,118,756
Local Capital Match	5,328,334	6,270,443
Self Insurance	9,877,995	10,035,967
Operating Liabilities	5,627,150	5,760,472
Restricted/Designated Assets & Investments	34,109,702	39,185,638
Receivables	7,607,747	4,537,563
Long Term Assets	147,934,563	148,290,262
Total Assets	199,051,775	198,067,017
(a) KC Sales Tax Policy is 2 months of expenses	19,000,000	19,000,000
4/23/2025 Board meeting revised floor	7,500,000	7,500,000

May 2026 BALANCE SHEET

	<u>May 2026</u>	<u>Apr 2026</u>
<u>Liabilities and Net Position</u>		
<u>Liabilities</u>		
Current Liabilities	12,241,547	11,950,736
Line of Credit	-	-
Non Current Liabilities	55,193,786	55,703,048
Total Liabilities	67,435,334	67,653,784
Net Position	131,616,441	130,413,233
Total Liabilities and Net Position	199,051,775	198,067,017

FINANCIAL OPERATIONS FOR THE MONTH OF MAY 2026

	May 2026 Budget	May 2026 Actual	May 2025 Actual
Sources of Operating Funds	9,003,938	11,084,644	10,245,696
Operating Expenses	(9,326,487)	(10,885,993)	(9,991,887)
Operating Income	(322,549)	198,651	253,809

Note: The 2026 Budget included an operational reduction of \$1.2 million for service reductions later deferred after budget adoption to September 6, 2026

FINANCIAL OPERATIONS MAY 2026 YEAR-TO-DATE

	May 2026 YTD Budget	May 2026 YTD Actual	May 2025 YTD Actual
Sources of Operating Funds	49,256,684	51,250,031	48,799,686
Operating Expenses	(49,560,474)	(51,117,728)	(50,101,275)
Operating Income	(303,790)	132,303	(1,301,590)

Note: The 2026 Budget included an operational reduction of \$1.2 million for service reductions later deferred after budget adoption to September 6, 2026

KCATA 2026 OPERATIONAL FUNDING FOR MAY 2026

		May	MO %	YTD	YTD %
KCMO Funding		7,363,664	66%	38,533,845	75%
Other Community Funding		493,143	4%	898,547	2%
State of Missouri Funding		493,255	4%	1,074,936	2%
Federal Funding		2,002,025	18%	7,588,866	15%
Other Government Funding		37,703	0%	182,457	0%
Investment Income		99,624	1%	490,039	1%
Operating Revenue		103,767	1%	497,629	1%
Other Funding		491,463	4%	1,983,712	4%
Total Operating Funding		11,084,644	100%	51,250,031	100%

OPERATING EXPENSES BY TYPE FOR THE MONTH OF MAY 2026

	May 2026 Month Budget	May 2026 Month Actual	May 2025 Month Actual
Wages and Benefits	5,515,990	6,304,356	6,289,281
Fuel & Lubricants	252,405	311,500	211,850
Other Supplies	382,417	464,062	357,991
Professional Fees & Contract Maintenance	1,197,529	1,806,466	903,041
Utilities	141,967	114,655	82,428
Casualty and Liability Costs	238,207	224,688	213,830
Purchased Transportation Services (IRIS& Paratransit)	1,500,558	1,602,385	1,885,572
Other Expenses (Training, Meeting, Dues, etc)	97,414	57,881	47,894
Total Operating Expenses	9,326,487	10,885,993	9,991,887
Wages & Benefits % of Operating Expenses	59.14%	57.91%	62.94%

OPERATING EXPENSES BY TYPE FOR MAY 2026 YEAR-TO-DATE

	May 2026 YTD Budget	May 2026 YTD Actual	May 2025 YTD Actual
Wages and Benefits	31,646,954	32,385,934	32,144,877
Fuel & Lubricants	1,092,344	1,229,431	1,175,608
Other Supplies	1,899,528	2,293,471	1,755,595
Professional Fees & Contract Maintenance	5,134,072	5,103,341	3,520,394
Utilities	704,419	696,555	696,318
Casualty and Liability Costs	1,191,035	1,097,021	1,021,772
Purchased Transportation Services (IRIS& Paratransit)	7,342,625	8,056,237	9,525,482
Other Expenses (Training, Meeting, Dues, etc)	549,497	255,738	261,231
Total Operating Expenses	49,560,474	51,117,728	50,101,276
Wages & Benefits % of Operating Expenses	63.86%	63.36%	64.16%

INDIRECT EXPENSES AS % OF TOTAL EXPENSES FOR THE MONTH OF MAY 2026

	May 2026 Budget	May 2026 Actual	May 2025 Actual
May 2026 Indirect Percentage of Total Expenses	11.63%	15.38%	11.25%
May 2026 Year-To-Date Indirect Percentage of Total Expenses	11.58%	11.68%	9.62%
May 2026 Indirect Costs	1,084,462	1,674,710	1,124,297
May 2026 YTD Indirect Costs	5,738,867	5,969,544	4,819,346



May 2026 Procurement Awards Over \$25,000

Finance Committee

Rick Maner, Acting Chief Financial Officer

Monday, July 13, 2026

PROCUREMENT AWARDS OVER \$25,000

Month Ended May 31, 2026

CONTRACTS OVER \$25,000 AWARDED DURING MAY 2026

For all contracts, work orders, purchase orders, and contract amendments valued between \$25,000 to \$249,999 that were awarded in May 2026

Project #	Project Name	Vendor	Value	How Selected	Diversity Percentage	Owning Department
F23-7018-34A-3	IDIQ Work Order for Graphic Design Services (PARSON-MKTG-25-02)	Parson + Associates	\$40,000	IDIQ Work Order	100%	Marketing
G22-8001-31B-3	KCATA Legal Services for Labor Law	Jackson Lewis	\$35,000	Amendment #4 Contract Extension	0%	Legal
G22-8001-31B-4	KCATA Legal Services – Economic Development and Intellectual Property	Lathrop GPM LLP	\$57,000	Amendment #5 Contract Extension	0%	Legal
G22-8001-31B-6	KCATA Legal Services – Real Estate, Work Comp, & Accident Litigation	McAnany, Van Cleave & Phillips	\$160,000	Amendment #6 Contract Extension	0%	Legal
F21-7023-39A	KCATA Project Management Consultant (PMC) Services	Burns & McDonnell	\$136,674.72	Amendment #3	0%	Project Management
F26-6002-44B	Bus DVR Hard Drive Refresh	Insight Public Sector Inc	\$44,040.00	Sole Source	0%	IT
19-7034-34B	Infor-Annual Maintenance Agreement 2026-27	Infor Global Operations	\$417,483.03	Amendment #9	0%	IT

FINANCIAL STATEMENTS

May 2026



KANSAS CITY AREA TRANSPORTATION AUTHORITY
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS OF MAY 2026

	5/31/2026 Current Month	4/30/2026 Prior Month
ASSETS and DEFERRED OUTFLOWS		
<u>Current Assets:</u>		
Cash and cash equivalents	\$ 9,399,763	\$ 6,053,554
Accounts receivable	7,607,747	4,537,563
Due from governments:		
Local governments	(21,333)	623
State government	736,773	1,300,914
Federal government	4,267,872	3,084,408
Material and supplies	2,589,941	2,510,579
Prepaid expenses and other current assets	1,781,073	2,226,734
Total current assets	<u>26,361,835</u>	<u>19,714,374</u>
<u>Restricted / Designated Assets & Investments:</u>		
Local capital funds	5,328,334	6,270,443
Self insurance fund	9,877,995	10,035,967
KCMO Tax Reserve	13,276,223	17,118,756
Operating liabilities fund	5,627,150	5,760,472
Other Investments	198,421	198,421
Total restricted / designated assets	<u>34,308,123</u>	<u>39,384,058</u>
<u>Capital Assets:</u>		
Land and rights-of-way	15,666,648	15,666,648
Capital projects in progress	21,367,420	20,865,155
Buildings and improvements	98,340,701	98,340,701
Revenue buses, vehicles and equipment	111,805,747	112,155,471
Other equipment and structures	63,277,263	63,277,263
Office furniture and equipment	5,516,050	5,516,050
Lease right of use assets	201,188	201,188
Subscription right of use assets	149,883	149,883
Total capital assets	<u>316,324,900</u>	<u>316,172,358</u>
Accumulated depreciation/amortization	<u>(186,501,159)</u>	<u>(185,768,850)</u>
Total capital assets, Net	<u>129,823,741</u>	<u>130,403,509</u>
Lease receivable	167,356	174,356
Deferred outflows - Pension & OPEB related	<u>8,390,720</u>	<u>8,390,720</u>
Total Assets & Deferred Outflows	<u>\$ 199,051,775</u>	<u>\$ 198,067,017</u>
	-	-

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS OF MAY 2026**

	5/31/2026 Current Month	4/30/2026 Prior Month
LIABILITIES, DEFERRED INFLOWS and FUND EQUITY		
<u>Current Liabilities:</u>		
Accounts payable	\$ 5,774,661	\$ 5,744,497
Payroll and benefits liabilities	5,859,284	5,733,148
Other short term liabilities	141	6,355
Line of credit	-	-
Rock Island bond accrual	583,419	466,736
Unearned revenue	24,042	-
Total current liabilities	<u>12,241,547</u>	<u>11,950,736</u>
<u>Noncurrent Liabilities:</u>		
Liabilities Payable From Designated Assets:		
Public liability and property damage claims	2,976,444	3,473,166
Workers' compensation claims	4,411,851	4,281,827
Total payable from designated assets	<u>7,388,295</u>	<u>7,754,992</u>
Compensated absences	5,421,109	5,282,934
Net pension obligation	13,965,369	13,965,369
Net OPEB obligation	16,634,804	16,480,853
Lease liability	61,889	68,889
Subscription liability	68,545	68,545
Deferred credits	1,556,875	1,984,566
Total noncurrent liabilities	<u>45,096,886</u>	<u>45,606,148</u>
Total Liabilities	<u>57,338,434</u>	<u>57,556,884</u>
Deferred Inflows - Pension, OPEB & Lease Related	<u>10,096,900</u>	<u>10,096,900</u>
<u>Contributed Capital:</u>		
Federal contributed capital	415,758,306	415,758,306
State capital contribution	1,810,891	1,810,891
Other capital contribution	5,959,998	5,959,998
City sales tax and local capital contributed	63,778,287	63,778,287
Less depreciation, retirement and, amortization of assets	(393,784,765)	(393,784,765)
Net contributed capital	<u>93,522,718</u>	<u>93,522,718</u>
<u>Retained Earnings:</u>		
Designated retained earnings	28,837,250	28,837,250
Undesignated retained earnings	9,256,473	8,053,266
Net retained earnings	<u>38,093,724</u>	<u>36,890,516</u>
Total fund equity	<u>131,616,441</u>	<u>130,413,233</u>
Total Liabilities, Deferred Inflows and Fund Equity	<u>\$ 199,051,775</u>	<u>\$ 198,067,017</u>

KANSAS CITY AREA TRANSPORTATION AUTHORITY
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE ONE MONTH ENDED MAY 31, 2026

	2026 ANNUAL BUDGET	MONTH				YEAR-TO-DATE			
		2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%	2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%
KCATA CONSOLIDATED									
SOURCES OF FUNDS									
OPERATING REVENUE	\$ 7,114,176	\$ 112,327	\$ 103,767	\$ (8,560)	-7.62%	\$ 798,634	\$ 497,629	\$ (301,005)	-37.69%
GOVERNMENT FUNDING	104,570,241	8,478,078	10,389,791	1,911,713	22.55%	46,390,384	48,278,651	1,888,267	4.07%
RENTAL INCOME	84,000	7,000	5,312	(1,688)	-24.11%	35,000	42,803	7,803	22.29%
INVESTMENT INCOME	1,006,200	83,850	99,624	15,774	18.81%	419,250	490,039	70,789	16.88%
OTHER NON-TRANSP REVENUE	3,872,197	322,683	486,151	163,468	50.66%	1,613,416	1,940,909	327,493	20.30%
TOTAL SOURCES OF FUNDS	\$ 116,646,814	\$ 9,003,938	\$ 11,084,644	\$ 2,080,706	23.11%	\$ 49,256,684	\$ 51,250,031	\$ 1,993,347	4.05%
OPERATING EXPENSES	(112,907,037)	(9,326,487)	(10,885,993)	(1,559,506)	-16.72%	(49,560,474)	(51,117,728)	(1,557,254)	3.14%
OPERATING INCOME	\$ 3,739,777	\$ (322,549)	\$ 198,651	\$ 521,200	-161.59%	\$ (303,790)	\$ 132,303	\$ 436,093	143.55%
DEPRECIATION	(12,522,830)	(1,062,217)	(1,082,033)	(19,816)	-1.87%	(5,398,742)	(5,497,763)	(99,021)	-1.83%
NON-OPER ROCK ISLAND BOND	(1,400,198)	(116,683)	(116,683)	-	0.00%	(583,415)	(583,415)	-	0.00%
CAPITAL CONTRIBUTIONS	6,033,750	502,812	2,316,291	1,813,479	360.67%	2,514,060	4,203,240	1,689,180	67.19%
CAPITAL RESERVES - SOURCE (USE)	-	-	(114,930)	(114,930)	N/A	-	(110,015)	(110,015)	N/A
OTHER INCOME (EXPENSE)	-	-	1,244	1,244	N/A	-	24,648	24,648	N/A
NET INCOME/(LOSS)	\$ (4,149,501)	\$ (998,637)	\$ 1,202,541	\$ 2,201,178	220.42%	\$ (3,771,887)	\$ (1,831,003)	\$ 1,940,884	51.46%
FIXED ROUTE									
SOURCES OF FUNDS									
OPERATING REVENUE	\$ 6,198,922	\$ 104,077	\$ 76,190	\$ (27,887)	-26.79%	\$ 520,384	\$ 375,710	\$ (144,674)	-27.80%
GOVERNMENT FUNDING	86,887,150	7,004,154	8,903,837	1,899,683	27.12%	39,021,759	40,346,900	1,325,141	3.40%
RENTAL INCOME	84,000	7,000	5,312	(1,688)	-24.11%	35,000	42,803	7,803	22.29%
INVESTMENT INCOME	1,006,200	83,850	99,624	15,774	18.81%	419,250	490,039	70,789	16.88%
OTHER NON-TRANSP REVENUE	3,872,197	322,683	486,151	163,468	50.66%	1,613,416	1,940,909	327,493	20.30%
TOTAL SOURCES OF FUNDS	\$ 98,048,469	\$ 7,521,764	\$ 9,571,113	\$ 2,049,349	27.25%	\$ 41,609,809	\$ 43,196,362	\$ 1,586,553	3.81%
OPERATING EXPENSES	(94,257,015)	(7,778,875)	(9,237,086)	(1,458,211)	-18.75%	(41,987,230)	(42,900,134)	(912,904)	-2.17%
OPERATING INCOME	\$ 3,791,454	\$ (257,111)	\$ 334,027	\$ 591,138	-229.92%	\$ (377,421)	\$ 296,228	\$ 673,649	178.49%
DEPRECIATION	(12,522,830)	(1,062,217)	(1,082,033)	(19,816)	1.87%	(5,398,742)	(5,497,763)	(99,021)	-1.83%
NON-OPER ROCK ISLAND BOND	(1,400,198)	(116,683)	(116,683)	-	0.00%	(583,415)	(583,415)	-	0.00%
CAPITAL CONTRIBUTIONS	6,033,750	502,812	2,316,291	1,813,479	360.67%	2,514,060	4,203,240	1,689,180	67.19%
CAPITAL RESERVES - SOURCE (USE)	-	-	(114,930)	(114,930)	N/A	-	(110,015)	(110,015)	N/A
OTHER INCOME/(EXPENSE)	-	-	1,244	1,244	N/A	-	24,648	24,648	N/A
NET INCOME/(LOSS)	\$ (4,097,824)	\$ (933,200)	\$ 1,337,916	\$ 2,271,115	243.37%	\$ (3,845,518)	\$ (1,667,078)	\$ 2,178,440	56.65%

KANSAS CITY AREA TRANSPORTATION AUTHORITY
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE ONE MONTH ENDED MAY 31, 2026

	2026	MONTH				YEAR-TO-DATE			
	ANNUAL BUDGET	2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%	2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%
IRIS									
SOURCES OF FUNDS									
OPERATING REVENUE	\$ 237,000	\$ -	\$ 12,188	\$ 12,188	N/A	\$ 237,000	\$ 56,092	\$ (180,908)	-76.33%
KCMO FARE CREDIT	-	-	-	-	N/A	-	-	-	N/A
GOVERNMENT FUNDING	911,573	75,965	62,970	(12,995)	-17.11%	379,823	649,219	269,396	70.93%
RENTAL INCOME	-	-	-	-	N/A	-	-	-	N/A
INVESTMENT INCOME	-	-	-	-	N/A	-	-	-	N/A
OTHER NON-TRANSP REVENUE	-	-	-	-	N/A	-	-	-	N/A
TOTAL SOURCES OF FUNDS	\$ 1,148,573	\$ 75,965	\$ 75,158	\$ (807)	-1.06%	\$ 616,823	\$ 705,311	\$ 88,488	14.35%
OPERATING EXPENSES	(1,148,567)	(95,715)	(210,534)	(114,819)	-119.96%	(478,574)	(864,652)	(386,078)	-80.67%
OPERATING INCOME	\$ 6	\$ (19,749)	\$ (135,376)	\$ (115,626)	N/A	\$ 138,249	\$ (159,341)	\$ (297,590)	-215.26%
OTHER INCOME/(EXPENSE)	-	-	-	-	N/A	-	-	-	N/A
NET INCOME/(LOSS)	\$ 6	\$ (19,749)	\$ (135,376)	\$ (115,626)	N/A	\$ 138,249	\$ (159,341)	\$ (297,590)	-215.26%
RIDEKC FREEDOM									
SOURCES OF FUNDS									
OPERATING REVENUE	\$ 678,254	\$ 8,250	\$ 15,389	\$ 7,139	86.53%	\$ 41,250	\$ 65,827	\$ 24,577	59.58%
GOVERNMENT FUNDING	23,353,608	1,946,468	1,422,984	(523,484)	-26.89%	9,731,340	7,282,531	(2,448,809)	-25.16%
RENTAL INCOME	-	-	-	-	N/A	-	-	-	N/A
INVESTMENT INCOME	-	-	-	-	N/A	-	-	-	N/A
OTHER NON-TRANSP REVENUE	-	-	-	-	N/A	-	-	-	N/A
TOTAL SOURCES OF FUNDS	\$ 24,031,862	\$ 1,954,718	\$ 1,438,373	\$ (516,345)	-26.42%	\$ 9,772,590	\$ 7,348,358	\$ (2,424,232)	-24.81%
OPERATING EXPENSES	(17,501,455)	(1,451,897)	(1,438,373)	13,524	0.93%	(7,094,670)	(7,352,942)	(258,272)	-3.64%
OPERATING INCOME	\$ 6,530,407	\$ 502,821	\$ -	\$ (502,821)	100.00%	\$ 2,677,920	\$ (4,584)	\$ (2,682,504)	-100.17%
OTHER INCOME/(EXPENSE)	-	-	-	-	N/A	-	-	-	N/A
NET INCOME/(LOSS)	\$ (51,683)	\$ 502,821	\$ -	\$ (502,821)	100.00%	\$ 2,677,920	\$ (4,584)	\$ (2,682,504)	-100.17%

KANSAS CITY AREA TRANSPORTATION AUTHORITY
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE ONE MONTH ENDED MAY 31, 2026

	2026 ANNUAL BUDGET	MONTH				YEAR-TO-DATE				
		2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%	2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%	
KCATA CONSOLIDATED (FIXED + IRIS + RIDEKC FREEDOM)										
SOURCES OF FUNDS										
OPERATING REVENUE	\$ 7,114,176	\$ 112,327	\$ 103,767	\$ (8,560)	-7.62%	\$ 798,634	\$ 497,629	\$ (301,005)	-37.69%	
GOVERNMENT FUNDING	125,564,345	10,227,587	15,704,658	5,477,071	53.55%	55,137,929	54,625,019	(512,910)	-0.93%	
RENTAL INCOME	84,000	7,000	5,312	(1,688)	-24.11%	35,000	42,803	7,803	22.29%	
INVESTMENT INCOME	1,006,200	83,850	99,624	15,774	18.81%	419,250	490,039	70,789	16.88%	
OTHER NON-TRANSPORATION REVENUE	3,872,197	322,683	486,151	163,468	50.66%	1,613,416	1,940,909	327,493	20.30%	
RESERVES - SOURCE (USE)	(20,994,104)	(1,749,509)	(5,314,867)	(3,565,358)	203.79%	(8,747,545)	(6,346,369)	2,401,176	27.45%	
TOTAL SOURCES OF FUNDS	116,646,814	9,003,938	11,084,644	2,080,706	23.11%	49,256,684	51,250,031	1,993,347	4.05%	
OPERATING COSTS										
DIRECT EXPENSES										
TRANSPORTATION	(36,031,158)	(2,628,079)	(3,652,659)	(1,024,580)	-38.99%	(17,368,011)	(18,252,351)	(884,340)	-5.09%	
IRIS	(1,148,567)	(95,715)	(210,534)	(114,819)	-119.96%	(478,574)	(864,652)	(386,078)	-80.67%	
PARATRANSIT (RIDEKC FREEDOM)	(17,501,455)	(1,451,897)	(1,438,373)	13,524	0.93%	(7,094,670)	(7,352,942)	(258,272)	-3.64%	
VEHICLE MAINTENANCE	(18,043,117)	(1,512,681)	(1,687,666)	(174,985)	-11.57%	(7,420,509)	(8,427,281)	(1,006,772)	-13.57%	
FACILITIES MAINTENANCE	(10,537,702)	(880,740)	(698,180)	182,560	20.73%	(4,341,339)	(3,734,981)	606,358	13.97%	
REGIONAL VAN POOL	(894,120)	(74,510)	(62,733)	11,777	-15.81%	(372,550)	(307,966)	64,584	17.34%	
SECURITY	(2,535,971)	(212,720)	(218,861)	(6,141)	-2.89%	(1,047,959)	(1,043,087)	4,872	0.46%	
CUSTOMER SERVICE	(1,762,421)	(480,286)	(58,891)	421,395	87.74%	(1,193,735)	(321,133)	872,602	73.10%	
PROCUREMENT	(654,544)	(57,618)	(53,117)	4,501	7.81%	(253,978)	(242,822)	11,156	4.39%	
INFORMATION TECHNOLOGY (50%)	(2,787,436)	(218,774)	(563,847)	(345,073)	-157.73%	(1,139,271)	(1,486,387)	(347,117)	-30.47%	
RISK MANAGEMENT (80%)	(2,400,418)	(196,299)	(179,750)	16,549	8.43%	(981,496)	(898,136)	83,360	8.49%	
SERVICE PLANNING (50%)	(667,025)	(55,796)	(58,190)	(2,395)	-4.29%	(276,849)	(279,789)	(2,941)	-1.06%	
SAFETY	(172,113)	(13,381)	(14,354)	(973)	-7.27%	(72,184)	(66,815)	5,369	7.44%	
HUMAN RESOURCES	(1,456,867)	(127,276)	(81,009)	46,267	36.35%	(585,183)	(406,063)	179,120	30.61%	
TRAINING	(581,984)	(46,348)	(45,621)	727	1.57%	(242,121)	(241,007)	1,114	0.46%	
EMPLOYEE BENFITS (UNION COUNT)	(2,299,697)	(189,906)	(187,496)	2,410	1.27%	(953,179)	(1,222,772)	(269,592)	-28.28%	
TOTAL DIRECT EXPENSES	(99,474,595)	(8,242,025)	(9,211,283)	(969,258)	-11.76%	(43,821,607)	(45,148,184)	(1,326,576)	-3.03%	

KANSAS CITY AREA TRANSPORTATION AUTHORITY
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE ONE MONTH ENDED MAY 31, 2026

	2026 ANNUAL BUDGET	MONTH				YEAR-TO-DATE				
		2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%	2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%	
INDIRECT EXPENSES										
FINANCE	(2,778,294)	(213,987)	(202,880)	11,107	5.19%	(1,165,808)	(1,030,205)	135,603	11.63%	
LEGAL SERVICES	(592,404)	(50,158)	(48,288)	1,870	3.73%	(253,856)	(186,741)	67,115	26.44%	
RIDEKC PROJECTS	(981,391)	(81,635)	(116,317)	(34,682)	-42.48%	(414,890)	(483,745)	(68,855)	-16.60%	
ECONOMIC DEVELOPMENT	(730,758)	(61,346)	(59,182)	2,164	3.53%	(303,468)	(306,922)	(3,454)	-1.14%	
COMMISSIONERS	(110,640)	(6,750)	(7,517)	(767)	-11.37%	(47,890)	(35,948)	11,942	24.94%	
EXECUTIVE OFFICES	(1,083,287)	(108,100)	(55,954)	52,146	48.24%	(541,845)	(365,584)	176,261	32.53%	
EMPLOYEE BENEFITS (SALARIED COUNT	(639,817)	(52,835)	(38,974)	13,861	26.23%	(265,192)	(254,172)	11,020	4.16%	
SERVICE PLANNING (50%)	(667,025)	(55,796)	(58,190)	(2,395)	-4.29%	(276,849)	(279,789)	(2,941)	-1.06%	
INFORMATION TECHNOLOGY (50%)	(2,787,436)	(218,774)	(563,847)	(345,073)	-157.73%	(1,139,271)	(1,486,387)	(347,117)	-30.47%	
RISK MANAGEMENT (20%)	(600,104)	(49,075)	(44,938)	4,137	8.43%	(245,374)	(224,534)	20,840	8.49%	
MARKETING	(1,481,515)	(105,198)	(154,754)	(49,556)	-47.11%	(675,986)	(583,322)	92,664	13.71%	
GOVERNMENT RELATIONS	(832,206)	(68,786)	(312,182)	(243,396)	-353.85%	(345,449)	(673,312)	(327,863)	-94.91%	
EQUITY & INCLUSION	(147,565)	(12,023)	(11,686)	337	2.80%	(62,990)	(58,884)	4,106	6.52%	
TOTAL INDIRECT OPERATING EXPENSES	(13,432,442)	(1,084,462)	(1,674,710)	(590,248)	-54.43%	(5,738,867)	(5,969,544)	(230,678)	-4.02%	
TOTAL OPERATING EXPENSES	(112,907,037)	(9,326,487)	(10,885,993)	(1,559,506)	-16.72%	(49,560,474)	(51,117,728)	(1,557,254)	-3.14%	
DIRECT COST % OF OPERATING EXPENSES	88.10%	88.37%	84.62%	3.76%		88.42%	88.32%	0.10%		
INDIRECT COST % OF OPERATING EXPENSE:	11.90%	11.63%	15.38%	-3.76%		11.58%	11.68%	-0.10%		
OPERATING INCOME	3,739,777	(322,549)	198,651	521,200	-161.59%	(303,790)	132,303	436,093	143.55%	
DEPRECIATION	(12,522,830)	(1,062,217)	(1,082,033)	(19,816)	-1.87%	(5,398,742)	(5,497,763)	(99,021)	-1.83%	
NON-OPERATING ROCK ISLAND BOND	(1,400,198)	(116,683)	(116,683)	-	0.00%	(583,415)	(583,415)	-	0.00%	
CAPITAL CONTRIBUTIONS	6,033,750	502,812	2,316,291	1,813,479	360.67%	2,514,060	4,203,240	1,689,180	67.19%	
CAPITAL RESERVES - SOURCE (USE)	-	-	(114,930)	(114,930)	N/A	-	(110,015)	(110,015)	N/A	
OTHER INCOME/(EXPENSE)	-	-	1,244	1,244	N/A	-	24,648	24,648	N/A	
NET INCOME/(LOSS)	\$ (4,149,501)	\$ (998,637)	\$ 1,202,541	\$ 2,201,178	-220.42%	\$ (3,771,887)	\$ (1,831,003)	\$ 1,940,884	51.46%	

KANSAS CITY AREA TRANSPORTATION AUTHORITY
OPERATOR AND FUEL COMPARISONS
FOR THE ONE MONTH ENDED MAY 31, 2026

	2026 ANNUAL BUDGET	MONTH				YEAR-TO-DATE			
		2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%	2026 BUDGET	2026 ACTUAL	Over/(Under) Budget	%
Total Miles:									
Large Buses	4,203,961	357,168	358,326	(1,158)	-0.32%	1,750,751	1,758,611	(7,860)	-0.45%
Small Buses	1,964,794	166,661	165,802	859	0.52%	817,164	823,975	(6,811)	-0.83%
Minibus	328,544	28,133	1,200	26,933	95.73%	137,503	7,199	130,304	94.76%
Total Scheduled Miles	6,497,299	551,962	525,327	26,635	4.83%	2,705,418	2,589,785	115,633	4.27%
 Fuel & Lubricant Costs	 \$ 2,951,741	 \$ 252,405	 \$ 311,500	 \$ (59,095)	 -23.41%	 \$ 1,092,344	 \$ 1,229,431	 \$ (137,087)	 -12.55%
 Fuel & Lubricant Cost Per Mile	 \$ 0.45	 \$ 0.46	 0.59	 \$ (0.14)	 -29.67%	 \$ 0.40	 \$ 0.47	 \$ (0.07)	 -17.58%
Fuel & Lubricant Variance Based on Miles Driven Difference		\$ 12,180				\$ 46,688			
Fuel & Lubricant Variance Based on Cost Per Mile Driven Difference		\$ (71,274)				\$ (183,775)			
 Total Revenue Hours:									
Large Buses	438,672	37,250	34,119	3,131	8.41%	182,654	169,679	12,975	7.10%
Small Buses	171,213	14,519	14,107	412	2.84%	71,200	70,352	848	1.19%
Minibus	18,567	1,590	154	1,436	90.31%	7,771	829	6,942	89.33%
Total Revenue Hours	628,452	53,359	48,380	4,979	9.33%	261,625	240,860	20,765	7.94%

KANSAS CITY AREA TRANSPORTATION AUTHORITY
RideKC (CONSOLIDATED)
COMPONENTS OF NET INCOME/(LOSS)

	MAY			YEAR-TO-DATE MAY		
	2026 BUDGET	2026 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ACTUAL	2025 ACTUAL
FIXED TRANSIT:						
Depreciation Expense	\$ (1,062,217)	\$ (1,082,033)	\$ (1,113,990)	\$ (5,398,742)	\$ (5,497,763)	\$ (5,576,139)
Capital Contributions	502,812	2,316,291	7,749,223	2,514,060	4,203,240	16,483,607
Operating Expenses Recovered From Capital Funds	(73,251)	(1,220,371)	(130,130)	(366,255)	(1,421,424)	(344,780)
Gain (Loss) on Property Sales	-	1,244	-	-	24,648	17,814
Local Capital Reserves - Source (Use)	-	(114,930)	18,992	-	(110,015)	180,464
Operating Reserves 3/8 Tax - Source (Use)	(1,128,089)	(1,808,704)	897,862	(5,640,447)	(10,814,422)	(1,783,828)
Operating Reserves Other - Source (Use)	(81,692)	(3,506,164)	-	(408,460)	4,064,102	-
Net Appreciation - FMV Investments	-	(40,228)	(81,965)	-	(172,748)	229,586
Net Pension Obligation	-	-	-	-	-	-
Other Post Employment Benefits (OPEB)	(153,951)	(153,951)	(153,951)	(749,421)	(749,421)	(749,421)
TOD Bond & START Revenue	14,494	-	50,000	72,468	-	50,000
Other (Budget Only)	1,048,694	-	-	6,131,279	-	-
SUB TOTAL - FIXED TRANSIT	(933,200)	(5,608,845)	7,236,041	(3,845,518)	(10,473,803)	8,507,303
IRIS ON DEMAND:						
Passenger Revenue - KCMO Only	-	-	65,013	-	33,427	337,170
Passenger Rev 2024-25 Return to KCMO	-	-	-	-	-	-
Unapplied (Applied) 1/2 Cent KCMO Revenue	8,780	-	138,386	43,900	403,951	1,024,498
Net (Loss) KCMO IRIS (May 2026 Forward)	-	(135,376)	-	-	(135,376)	-
Net Inc/(Loss) IRIS Other Communities	(50,851)	-	-	(254,255)	-	-
Other (Budget Only)	(25,001)	-	-	552,450	-	-
SUB TOTAL - IRIS FLEX SERVICE	(67,072)	(135,376)	203,399	342,095	302,002	1,361,668
RIDEKC FREEDOM	502,821	-	-	2,677,920	(4,584)	-
NET INCOME (LOSS)	(497,451)	(5,744,221)	7,439,440	(825,503)	(10,176,384)	9,868,971

KANSAS CITY AREA TRANSPORTATION AUTHORITY
RideKC (FIXED TRANSIT DIVISION)
STATEMENT OF OPERATIONS

	MAY			YEAR-TO-DATE MAY		
	2026	2026	2025	2026	2026	2025
	BUDGET	ACTUAL	ACTUAL	BUDGET	ACTUAL	ACTUAL
OPERATING REVENUE						
Passenger Revenue :						
Regular Route	\$ 43,750	\$ 48,627	\$ 40,800	\$ 218,750	\$ 237,675	\$ 203,552
Special Events	-	63	-	-	363	-
Charter	-	-	-	-	-	-
Bus Advertising	45,833	27,500	28,249	229,166	137,672	165,902
TOD Bond & START Revenue	14,494	-	50,000	72,468	-	50,000
Total Operating Revenue	<u>104,077</u>	<u>76,190</u>	<u>119,049</u>	<u>520,384</u>	<u>375,710</u>	<u>419,454</u>
OPERATING EXPENSES						
Transportation	2,628,079	3,652,659	3,537,654	17,368,011	18,252,351	18,275,558
Vehicle Maintenance	1,512,681	1,687,666	1,463,731	7,420,509	8,427,281	7,527,183
Facilities	750,959	580,222	572,520	3,705,348	3,114,463	3,210,969
Storeroom	129,781	117,958	132,065	635,991	620,518	680,563
Regional VanPool/Innovations	74,510	62,733	53,400	372,550	307,966	266,056
Security	212,720	218,861	238,509	1,047,959	1,043,087	1,189,047
Service Planning	111,591	116,380	211,962	553,697	559,578	676,194
Marketing	105,198	154,754	66,583	675,986	583,322	340,729
Customer Service	480,286	58,891	60,329	1,193,735	321,133	321,687
Finance	213,987	202,880	254,983	1,165,808	1,030,205	1,077,022
Procurement	57,618	53,117	47,804	253,978	242,822	230,619
Information Technology	437,547	1,127,693	353,029	2,278,541	2,972,774	1,954,583
Risk Management	245,374	224,688	218,275	1,226,870	1,122,670	1,081,255
Safety	13,381	14,354	13,034	72,184	66,815	74,090
Human Resources	127,276	81,009	77,455	585,183	406,063	404,850
Training	46,348	45,621	48,071	242,121	241,007	222,194
Equity & Inclusion	12,023	11,686	22,959	62,990	58,884	105,483
Legal Services	50,158	48,288	106,853	253,856	186,741	192,125
RideKC Projects	81,635	116,317	63,715	414,890	483,745	292,354
Government Relations	68,786	312,182	59,539	345,449	673,312	298,211
Economic Development	61,346	59,182	97,501	303,468	306,922	288,548
Commissioners	6,750	7,517	3,669	47,890	35,948	14,711
Executive Offices	108,100	55,954	78,098	541,845	365,584	478,031
Employee Benefits	242,741	226,470	257,104	1,218,371	1,476,943	1,168,029
Total Operating Expense	<u>7,778,875</u>	<u>9,237,086</u>	<u>8,038,843</u>	<u>41,987,230</u>	<u>42,900,134</u>	<u>40,370,094</u>
OPERATING LOSS	(7,674,798)	(9,160,897)	(7,919,794)	(41,466,846)	(42,524,424)	(39,950,639)

KANSAS CITY AREA TRANSPORTATION AUTHORITY
RideKC (FIXED TRANSIT DIVISION)
STATEMENT OF OPERATIONS

	MAY			YEAR-TO-DATE MAY		
	2026	2026	2025	2026	2026	2025
	BUDGET	ACTUAL	ACTUAL	BUDGET	ACTUAL	ACTUAL
Non-Operating Income	413,533	591,087	345,741	2,067,666	2,473,752	2,416,032
LOSS BEFORE GOV. FUNDING	(7,261,265)	(8,569,810)	(7,574,053)	(39,399,180)	(40,050,673)	(37,534,608)
GOVERNMENT FUNDING						
Local Contract Service Revenue	6,860,204	11,880,511	6,493,522	38,301,017	38,975,723	27,188,369
State Government	250,000	493,255	-	1,249,999	1,285,391	-
Federal Funding:						
Preventive Maintenance	912,796	1,491,416	826,324	4,564,979	5,640,120	4,232,710
CMAQ/OZONE	-	2,404	8,598	-	51,755	309,293
Cares Act (Pandemic)	13,537	-	-	67,685	-	118,464
CRRSAA	57,609	(2,074)	14,945	288,045	27,194	3,790,287
ARP	-	324,274	1,443	-	972,822	1,508,852
Other	119,788	28,918	29,823	598,941	144,216	155,256
Subrecipient Funding Received	-	4,458,106	1,095,513	-	6,420,138	2,963,571
Subrecipient Funding Passed Thru	-	(4,458,106)	(1,095,513)	-	(6,420,138)	(2,963,571)
Total Government Funding	<u>8,213,934</u>	<u>14,218,704</u>	<u>7,374,655</u>	<u>45,070,666</u>	<u>47,097,220</u>	<u>37,303,232</u>
OTHER NON-OPERATING ITEMS						
Gain (Loss) on Property Sales	-	1,244	-	-	24,648	17,814
Other Non-operating Expense	(116,683)	(116,683)	(116,648)	(583,415)	(583,415)	(583,240)
Depreciation Expense	(1,062,217)	(1,082,033)	(1,113,990)	(5,398,742)	(5,497,763)	(5,576,139)
Capital Contributions	502,812	2,316,291	7,749,223	2,514,060	4,203,240	16,483,607
Capital Reserves - Source (Use)	-	(114,930)	18,992	-	(110,015)	180,464
Oper Reserves - Source (Use)	<u>(1,209,781)</u>	<u>(5,314,867)</u>	<u>897,862</u>	<u>(6,048,907)</u>	<u>(6,750,320)</u>	<u>(1,783,828)</u>
NET INCOME (LOSS)	\$ (933,200)	\$ 1,337,916	\$ 7,236,041	\$ (3,845,518)	\$ (1,667,078)	\$ 8,507,302

KANSAS CITY AREA TRANSPORTATION AUTHORITY
RideKC (FIXED TRANSIT DIVISION)
DETAIL OF OPERATING EXPENSE BY DEPARTMENT

	MAY			YEAR-TO-DATE MAY		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
TRANSPORTATION:						
Payroll	\$ 1,733,293	\$ 2,256,975	\$ 2,218,942	\$ 11,279,694	\$ 11,528,377	\$ 11,391,034
Fringe Benefits	657,681	1,137,049	1,112,664	5,114,336	5,661,583	5,832,621
Services & Fees	20,720	288	21,445	60,738	1,671	22,795
Supplies:						
Diesel Fuel	102,623	153,592	99,979	461,162	563,589	546,171
Gasoline	15,537	9,057	6,109	71,383	38,660	41,630
CNG Fuel	96,033	92,329	78,149	368,739	436,963	434,302
Other	2,192	3,369	365	11,959	21,509	7,005
Total	2,628,079	3,652,659	3,537,654	17,368,011	18,252,351	18,275,558
	-	-	-	-	-	-
VEHICLE MAINTENANCE:						
Payroll	790,612	841,111	742,687	3,864,971	4,249,580	3,948,023
Fringe Benefits	390,354	404,312	402,166	1,938,731	2,066,839	2,077,480
Services & Fees	18,705	12,396	15,517	93,525	53,151	26,703
Supplies:						
Fuel - Diesel, Gasoline, etc	-	-	-	-	61	-
Tires	24,759	26,431	20,759	82,027	113,937	110,480
Lubricants	14,167	11,144	5,540	70,835	40,431	31,458
Other (Bus Parts)	274,084	392,273	277,063	1,370,420	1,903,281	1,333,040
Total	1,512,681	1,687,666	1,463,731	7,420,509	8,427,281	7,527,183
	-	-	-	-	-	-
FACILITIES:						
Payroll	317,864	255,207	273,593	1,524,319	1,286,780	1,397,576
Fringe Benefits	144,444	136,245	140,918	704,374	697,064	719,874
Services & Fees	102,945	81,290	60,062	526,829	358,229	299,571
Utilities	117,792	86,583	59,848	583,544	584,875	577,030
Material & Supplies	67,914	20,897	38,098	366,282	187,515	216,919
Total	750,959	580,222	572,520	3,705,348	3,114,463	3,210,969
	-	-	-	-	-	-

DETAIL OF OPERATING EXPENSE BY DEPARTMENT

	MAY			YEAR-TO-DATE MAY		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
STOREROOM:						
Payroll	88,332	77,441	79,187	430,255	414,377	413,494
Fringe Benefits	40,100	40,305	40,762	198,991	205,170	201,044
Services & Fees	150	-	-	750	-	-
Materials & Supplies	1,199	212	12,116	5,995	971	66,025
Total	129,781	117,958	132,065	635,991	620,518	680,563
	-	-	-	-	-	-
REGIONAL VANPOOL & INNOVATION:						
Payroll	-	-	-	-	-	-
Fringe Benefits	-	-	-	-	-	-
Services & Fees	74,510	62,733	53,400	372,550	307,966	266,056
Material & Supplies	-	-	-	-	-	-
Total	74,510	62,733	53,400	372,550	307,966	266,056
	-	-	-	-	-	-
SECURITY:						
Payroll	13,926	10,723	21,884	56,737	50,891	89,472
Fringe Benefits	4,664	4,429	8,582	20,572	20,591	42,403
Services & Fees	193,713	203,709	207,908	968,565	970,569	1,056,614
Materials & Supplies	417	-	135	2,085	1,036	558
Total	212,720	218,861	238,509	1,047,959	1,043,087	1,189,047
	-	-	-	-	-	-
SERVICE PLANNING:						
Payroll	29,837	35,564	38,751	145,334	184,240	184,241
Fringe Benefits	20,737	20,610	24,941	102,973	103,239	123,529
Services & Fees	60,767	54,861	148,270	304,140	261,061	368,237
Materials & Supplies	250	5,345	-	1,250	11,039	187
Total	111,591	116,380	211,962	553,697	559,578	676,194
	-	-	-	-	-	-
MARKETING:						
Payroll	32,766	28,314	23,582	159,604	150,911	110,165
Fringe Benefits	15,039	13,539	12,319	74,418	78,945	60,390
Advertising/Promotion	11,364	-	895	91,819	-	1,120
Services & Fees	44,129	112,746	28,104	340,645	338,413	165,019
Materials & Supplies	1,900	155	1,683	9,500	15,052	4,036
Total	105,198	154,754	66,583	675,986	583,322	340,729
	-	-	-	-	-	-

DETAIL OF OPERATING EXPENSE BY DEPARTMENT

	MAY			YEAR-TO-DATE MAY		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
CUSTOMER SERVICE:						
Payroll	51,913	34,116	35,098	252,865	197,871	192,564
Fringe Benefits	27,748	24,775	25,197	137,745	123,130	128,841
Services & Fees	400,567	-	34	802,835	132	282
Material & Supplies	58	-	-	290	-	-
Total	480,286	58,891	60,329	1,193,735	321,133	321,687
	-	-	-	-	-	-
FINANCE:						
Payroll	139,300	113,510	139,474	667,054	605,026	638,487
Fringe Benefits	69,086	63,174	61,139	334,724	327,184	307,535
Services & Fees	5,101	25,878	53,936	160,330	87,538	129,030
Materials & Supplies	500	318	434	3,700	10,457	1,971
Total	213,987	202,880	254,983	1,165,808	1,030,205	1,077,022
	-	-	-	-	-	-
PROCUREMENT:						
Payroll	35,900	27,858	30,027	157,608	144,860	140,229
Fringe Benefits	20,610	18,143	17,752	90,830	86,728	89,779
Services & Fees	908	7,116	-	4,540	10,853	299
Materials & Supplies	200	-	26	1,000	381	311
Total	57,618	53,117	47,804	253,978	242,822	230,619
	-	-	-	-	-	-
INFORMATION TECHNOLOGY:						
Payroll	96,700	76,754	88,388	447,589	405,432	445,754
Fringe Benefits	49,693	43,984	54,461	233,571	228,112	267,606
Services & Fees	260,979	966,617	182,835	1,446,506	2,209,980	1,114,983
Utilities	24,175	28,072	22,580	120,875	111,679	119,288
Materials & Supplies	6,000	12,267	4,765	30,000	17,570	6,952
Total	437,547	1,127,693	353,029	2,278,541	2,972,774	1,954,583
	-	-	-	-	-	-
RISK MANAGEMENT:						
Payroll	-	-	755	-	-	2,767
Fringe Benefits	-	-	-	-	-	-
Services & Fees	167	-	228	835	35	8,909
Insurance	245,207	224,688	217,292	1,226,035	1,122,635	1,069,579
Materials & Supplies	-	-	-	-	-	-
Total	245,374	224,688	218,275	1,226,870	1,122,670	1,081,255
	-	-	-	-	-	-

DETAIL OF OPERATING EXPENSE BY DEPARTMENT

	MAY			YEAR-TO-DATE MAY		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
SAFETY:						
Payroll	6,299	6,518	7,127	30,681	31,091	35,073
Fringe Benefits	6,132	6,105	5,907	30,503	30,569	30,887
Services & Fees	417	315	-	8,335	1,665	7,280
Materials & Supplies	533	1,416	-	2,665	3,490	850
Total	13,381	14,354	13,034	72,184	66,815	74,090
	-	-	-	-	-	-
HUMAN RESOURCES:						
Payroll	58,977	50,002	47,062	263,849	245,713	239,076
Fringe Benefits	33,375	23,279	29,114	157,420	127,284	134,323
Services & Fees	34,257	7,674	1,032	160,579	31,048	30,524
Materials & Supplies	667	54	246	3,335	2,017	927
Total	127,276	81,009	77,455	585,183	406,063	404,850
	-	-	-	-	-	-
TRAINING:						
Payroll	28,118	27,560	25,196	136,951	133,597	128,713
Fringe Benefits	18,147	18,061	17,517	90,055	90,904	88,069
Services & Fees	-	-	5,358	14,700	16,226	5,389
Materials & Supplies	83	-	-	415	279	24
Total	46,348	45,621	48,071	242,121	241,007	222,194
	-	-	-	-	-	-
EQUITY & INCLUSION:						
Payroll	7,666	8,270	15,616	37,342	41,798	69,207
Fringe Benefits	4,357	3,417	7,343	21,598	17,086	36,046
Services & Fees	-	-	-	3,550	-	-
Materials & Supplies	-	-	-	500	-	230
Total	12,023	11,686	22,959	62,990	58,884	105,483
	-	-	-	-	-	-
LEGAL SERVICES:						
Payroll	21,580	19,829	8,084	105,439	101,576	37,387
Fringe Benefits	7,598	7,858	5,927	37,517	39,394	29,639
Services & Fees	20,813	20,446	92,831	110,065	45,470	124,498
Materials & Supplies	167	154	10	835	300	602
Total	50,158	48,288	106,853	253,856	186,741	192,125
	-	-	-	-	-	-

DETAIL OF OPERATING EXPENSE BY DEPARTMENT

	MAY			YEAR-TO-DATE MAY		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
RIDEKC PROJECTS:						
Payroll	56,879	44,584	46,440	288,833	215,714	208,605
Fringe Benefits	18,456	19,366	17,274	94,557	97,636	83,302
Services & Fees	6,200	52,367	-	31,000	170,332	281
Materials & Supplies	100	-	-	500	63	165
Total	81,635	116,317	63,715	414,890	483,745	292,354
	-	-	-	-	-	-
GOVERNMENT RELATIONS:						
Payroll	24,975	17,541	18,285	121,653	88,605	90,590
Fringe Benefits	11,716	9,161	7,201	57,962	45,974	39,568
Services & Fees	32,095	285,481	34,054	165,834	538,733	167,977
Materials & Supplies	-	-	-	-	-	76
Total	68,786	312,182	59,539	345,449	673,312	298,211
	-	-	-	-	-	-
ECONOMIC DEVELOPMENT:						
Payroll	27,707	28,672	29,965	134,960	134,503	133,738
Fringe Benefits	15,262	16,160	15,394	75,623	80,839	79,014
Services & Fees	18,335	14,350	52,141	92,675	91,580	75,797
Materials & Supplies	42	-	-	210	-	-
Total	61,346	59,182	97,501	303,468	306,922	288,548
	-	-	-	-	-	-
COMMISSIONERS:						
Payroll	1,000	500	600	5,000	2,700	3,300
Fringe Benefits	-	38	46	-	207	252
Services & Fees	5,650	6,979	2,789	42,390	32,385	10,489
Materials & Supplies	100	-	234	500	657	670
Total	6,750	7,517	3,669	47,890	35,948	14,711
	-	-	-	-	-	-
EXECUTIVE OFFICES:						
Payroll	39,236	16,298	40,917	236,117	101,163	215,365
Fringe Benefits	16,165	11,468	16,769	79,854	66,053	106,249
Services & Fees	52,099	27,272	18,648	223,074	196,399	153,119
Materials & Supplies	600	917	1,765	2,800	1,969	3,299
Total	108,100	55,954	78,098	541,845	365,584	478,031
	-	-	-	-	-	-

DETAIL OF OPERATING EXPENSE BY DEPARTMENT

	MAY			YEAR-TO-DATE MAY		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
EMPLOYEE BENEFITS:						
Fringe Benefits - Union	66,719	59,574	79,883	358,595	661,082	339,928
Fringe Benefits - Salaried	22,071	12,945	23,270	110,355	66,440	78,680
Fringe Bfts - LT Non-Cash	153,951	153,951	153,951	749,421	749,421	749,421
Total	<u>242,741</u>	<u>226,470</u>	<u>257,104</u>	<u>1,218,371</u>	<u>1,476,943</u>	<u>1,168,029</u>
	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	<u>\$ 7,778,875</u>	<u>\$ 9,237,086</u>	<u>\$ 8,038,843</u>	<u>\$ 41,987,230</u>	<u>\$ 42,900,134</u>	<u>\$ 40,370,094</u>

SUMMARY BY LINE ITEM:

Payroll	\$ 3,602,880	\$ 3,977,346	\$ 3,931,661	\$ 20,346,855	\$ 20,314,803	\$ 20,114,858
Fringe Benefits	1,814,105	2,247,948	2,280,497	10,814,725	11,671,475	11,646,480
Services & Fees	1,666,988	2,203,805	1,247,195	7,533,378	7,148,453	5,496,284
Fuel & Lubricants	228,360	266,122	189,778	972,119	1,079,704	1,053,560
Materials & Supplies	381,765	463,809	357,700	1,896,268	2,291,525	1,754,326
Purchased Transportation	84,777	78,056	32,013	423,885	394,174	304,585
Total	<u>\$ 7,778,875</u>	<u>\$ 9,237,086</u>	<u>\$ 8,038,844</u>	<u>\$ 41,987,230</u>	<u>\$ 42,900,134</u>	<u>\$ 40,370,094</u>
	-	-	1	-	-	-

YEAR-TO-DATE EXPENSE TO BUDGET COMPARISON:

	2026 Annual Budget	YTD Expenses	Remaining Budget	% Remaining
Payroll	\$ 45,424,956	\$ 20,314,803	\$ 25,110,153	55.28%
Fringe Benefits	\$ 23,525,056	11,671,475	11,853,581	50.39%
Services & Fees	17,129,109	7,148,453	9,980,656	58.27%
Fuel & Lubricants	2,562,016	1,079,704	1,482,312	57.86%
Materials & Supplies	4,598,554	2,291,525	2,307,029	50.17%
Purchased Transportation	1,017,324	394,174	623,150	61.25%
Total	<u>\$ 94,257,015</u>	<u>\$ 42,900,134</u>	<u>\$ 51,356,881</u>	<u>54.49%</u>

58.33%

< % needed to be on track to Budget

KANSAS CITY AREA TRANSPORTATION AUTHORITY
IRIS ON DEMAND FLEX SERVICE
STATEMENT OF OPERATIONS

	MAY			YEAR-TO-DATE MAY		
	2026 BUDGET	2026 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ACTUAL	2025 ACTUAL
IRIS ON DEMAND FLEX SERVICE						
PASSENGER REVENUE	\$ -	\$ 12,188	\$ 69,928	\$ 237,000	\$ 56,092	\$ 359,305
OPERATING EXPENSES						
Payroll and Benefits	-	-	-	-	-	-
Services & Fees	-	-	-	-	-	-
Fuel & Lubricants	-	-	-	-	-	-
Materials & Supplies	-	-	-	-	-	-
Purchased Transportation	95,715	210,534	615,134	478,574	864,652	3,166,769
Total Operating Expenses	95,715	210,534	615,134	478,574	864,652	3,166,769
OPERATING LOSS	(95,715)	(198,346)	(545,206)	(241,574)	(808,560)	(2,807,464)
NON-OPERATING INCOME	-	-	-	-	-	-
OPER LOSS BEFORE GOV. FUNDING	(95,715)	(198,346)	(545,206)	(241,574)	(808,560)	(2,807,464)
GOVERNMENT FUNDING						
Local Funding - City of KCMO 3/8 Cent Tax	-	-	-	-	-	-
Local Funding - City of KCMO 1/2 Cent Tax	-	-	(138,386)	-	-	2,008,834
Local Contract - Liberty, Gladstone, etc	41,311	38,647	50,510	206,554	147,976	388,713
Federal Funding Grants:						
Preventive Maintenance	-	-	-	-	-	-
CMAQ/OZONE	25,874	24,323	50,041	129,369	97,292	99,033
Medicaid (Pass through State)	-	-	-	-	-	-
Total Government Funding	67,185	62,970	(37,835)	335,923	245,268	2,496,580

KANSAS CITY AREA TRANSPORTATION AUTHORITY
IRIS ON DEMAND FLEX SERVICE
STATEMENT OF OPERATIONS

	MAY			YEAR-TO-DATE MAY		
	2026 BUDGET	2026 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ACTUAL	2025 ACTUAL
OTHER NON-OPERATING ITEMS						
Reserves - Source (Use)	8,780	-	138,386	43,900	403,951	1,024,498
NET INCOME (LOSS)	\$ (19,750)	\$ (135,376)	\$ (444,655)	\$ 138,249	\$ (159,341)	\$ 713,614

IRIS ON DEMAND FLEX SERVICE - STATISTICS

	<u>Passenger</u>		<u>Avg</u>		<u>Avg Wait</u>
	<u>Trips</u>	<u>Ridership</u>	<u>Ridership per</u>	<u>Avg Daily</u>	<u>Time</u>
			<u>Trip</u>	<u>Ridership</u>	
May-25	20,176	21,190	1.05	683.55	12.6m
Jun-25	19,673	20,673	1.05	689.10	14.1m
Jul-25	20,582	21,638	1.05	698.00	14.8m
Aug-25	20,052	20,978	1.05	676.71	14.8m
Sep-25	18,754	19,629	1.05	654.30	15.0m
Oct-25	19,635	20,631	1.05	665.52	14.1m
Nov-26	18,715	19,553	1.04	651.77	13.1m
Dec-26	18,715	19,553	1.04	630.74	13.4m
Jan-26	4,286	4,565	1.07	147.26	14.2m
Feb-26	3,702	3,943	1.07	140.82	10.9m
Mar-26	4,329	4,607	1.06	148.61	11.2m
Apr-26	4,568	5,054	1.11	168.47	11.7m
May-26	4,221	4,542	1.08	146.52	12.0m

KANSAS CITY AREA TRANSPORTATION AUTHORITY
RIDEKC FREEDOM
STATEMENT OF OPERATIONS

	MAY			YEAR-TO-DATE MAY		
	2026 BUDGET	2026 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ACTUAL	2025 ACTUAL
CONSOLIDATED RIDEKC FREEDOM OPERATIONS						
PASSENGER REVENUE	\$ 8,250	\$ 15,389	\$ 6,684	\$ 41,250	\$ 65,827	\$ 32,697
OPERATING EXPENSES						
Payroll and Benefits	99,005	79,062	77,122	485,374	399,656	383,539
Services & Fees	8,129	(115)	-	45,645	4,202	3,430
Fuel & Lubricants	24,045	45,378	22,072	120,225	149,727	122,048
Materials & Supplies	652	253	291	3,260	1,947	1,268
Purchased Transportation	1,320,066	1,313,795	1,238,424	6,440,166	6,797,410	6,054,128
Total Operating Expenses	1,451,897	1,438,373	1,337,909	7,094,670	7,352,942	6,564,413
OPERATING LOSS	(1,443,647)	(1,422,984)	(1,331,225)	(7,053,420)	(7,287,115)	(6,531,716)
NON-OPERATING INCOME	-	-	-	-	-	-
OPER LOSS BEFORE GOV. FUNDING	(1,443,647)	(1,422,984)	(1,331,225)	(7,053,420)	(7,287,115)	(6,531,716)
GOVERNMENT FUNDING						
Local Funding - City of KCMO 3/8 Cent Tax	1,464,329	932,426	836,961	7,321,645	5,031,619	3,910,508
Local Funding - City of KCMO 1/2 Cent Tax	168,500	169,000	169,000	842,500	845,000	845,000
Local Contract - Svc Rev Indep, Other	153,973	151,091	166,695	769,865	778,444	721,811
State Funding - MEHTAP	-	-	-	-	(210,456)	259,033
Federal Funding Grants:						
ADA Paratransit Service (PM)	159,666	161,682	151,823	797,330	799,683	741,860
Cares Act (Pandemic)	-	-	-	-	-	-
CRRSAA	-	-	303	-	-	20,998
ARP	-	-	-	-	-	-
Federal 5310 Enhanced Mobility	-	8,672	5,780	-	36,626	40,003
Job Access / New Freedom	-	-	-	-	-	-
Job Access - Kansas	-	-	-	-	-	-
Medicaid (Pass through State)	-	113	662	-	1,615	(7,498)
Total Government Funding	1,946,468	1,422,984	1,331,225	9,731,340	7,282,531	6,531,716
NET INCOME (LOSS)	\$ 502,821	\$ -	\$ -	\$ 2,677,920	\$ (4,584)	\$ -

KANSAS CITY AREA TRANSPORTATION AUTHORITY
RIDEKC FREEDOM
STATEMENT OF OPERATIONS

	MAY			YEAR-TO-DATE MAY		
	2026 BUDGET	2026 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ACTUAL	2025 ACTUAL
TRADITIONAL RIDEKC FREEDOM PROGRAMS						
PASSENGER REVENUE	\$ 8,250	\$ 2,190	\$ (4,296)	\$ 41,250	\$ 11,234	\$ (23,219)
OPERATING EXPENSES						
Payroll and Benefits	99,005	78,322	76,396	485,374	396,082	380,088
Services & Fees	8,129	(115)	-	45,645	4,202	3,430
Fuel & Lubricants	24,045	45,378	22,072	120,225	149,727	122,048
Materials & Supplies	652	253	291	3,260	1,947	1,268
Purchased Transportation	1,301,418	1,283,258	1,229,424	6,349,333	6,657,061	6,006,813
Total Operating Expenses	1,433,249	1,407,096	1,328,183	7,003,837	7,209,019	6,513,647
OPERATING LOSS	(1,424,999)	(1,404,906)	(1,332,479)	(6,962,587)	(7,197,785)	(6,536,866)
OPER LOSS BEFORE GOV. FUNDING	(1,424,999)	(1,404,906)	(1,332,479)	(6,962,587)	(7,197,785)	(6,536,866)
GOVERNMENT FUNDING						
Local Funding - City of KCMO 3/8 Cent Tax	1,442,192	927,107	829,753	7,210,960	4,999,348	3,877,939
Local Funding - City of KCMO 1/2 Cent Tax	168,500	168,500	168,500	842,500	842,500	842,500
Local Contract - Svc Rev Indep, Other	77,586	147,504	165,528	387,930	760,511	713,644
State Funding - MEHTAP	-	-	-	-	(210,456)	259,033
Federal Funding Grants:						
ADA Paratransit Service (PM)	159,666	161,682	151,823	797,330	799,683	741,860
Cares Act (Pandemic)	-	-	-	-	-	-
CRRSAA	-	-	303	-	-	20,998
ARP	-	-	-	-	-	-
Federal 5310 Enhanced Mobility	-	-	(893)	-	-	8,508
Job Access / New Freedom	-	-	-	-	-	-
Job Access - Kansas	-	-	-	-	-	-
Medicaid (Pass through State)	-	113	662	-	1,615	(7,498)
Total Government Funding	1,847,944	1,404,906	1,315,677	9,238,720	7,193,201	6,456,985
NET INCOME (LOSS)	\$ 422,945	\$ -	\$ (16,802)	\$ 2,276,133	\$ (4,584)	\$ (79,881)

KANSAS CITY AREA TRANSPORTATION AUTHORITY
RIDEKC FREEDOM
STATEMENT OF OPERATIONS

	MAY			YEAR-TO-DATE MAY		
	2026 BUDGET	2026 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ACTUAL	2025 ACTUAL
FREEDOM ON DEMAND PROGRAM						
PASSENGER REVENUE	\$ -	\$ 13,199	\$ 10,980	\$ -	\$ 54,593	\$ 55,916
OPERATING EXPENSES						
Payroll and Benefits	-	739	727	-	3,574	3,451
Services & Fees	-	-	-	-	-	-
Fuel & Lubricants	-	-	-	-	-	-
Materials & Supplies	-	-	-	-	-	-
Purchased Transportation	18,648	30,537	9,000	90,833	140,349	47,315
Total Operating Expenses	18,648	31,276	9,727	90,833	143,923	50,766
OPERATING LOSS	(18,648)	(18,077)	1,253	(90,833)	(89,330)	5,150
NON-OPERATING INCOME						
OPER LOSS BEFORE GOV. FUNDING	(18,648)	(18,077)	1,253	(90,833)	(89,330)	5,150
GOVERNMENT FUNDING						
Local Funding - City of KCMO 3/8 Cent Tax	22,137	5,318	7,209	110,685	32,271	32,570
Local Funding - City of KCMO 1/2 Cent Tax	-	500	500	-	2,500	2,500
Local Contract - Svc Rev Indep, Other	76,387	3,587	1,167	381,935	17,933	8,167
Federal Funding Grants:						
Federal 5310 Enhanced Mobility	-	8,672	6,673	-	36,626	31,495
Cares Act (Pandemic)	-	-	-	-	-	-
CRRSAA	-	-	-	-	-	-
ARP	-	-	-	-	-	-
Medicaid (Pass through State)						
Total Government Funding	98,524	18,077	15,549	492,620	89,330	74,732
NET INCOME (LOSS)	\$ 79,876	\$ -	\$ 16,802	\$ 401,787	\$ -	\$ 79,881
	-	-	-	-	-	-

KANSAS CITY AREA TRANSPORTATION AUTHORITY
RIDEKC FREEDOM
OPERATING DATA

	MAY		YEAR-TO-DATE MAY		
	2026 ACTUAL	2025 ACTUAL	2026 ACTUAL	2025 ACTUAL	CHANGE
TRADITIONAL RIDEKC FREEDOM PROGRAMS					
Ambulatory Trip	16,540	17,337	82,203	81,806	0.5%
Wheelchair Trip	2,889	3,476	14,481	14,843	-2.4%
Total Trip	<u>19,429</u>	<u>20,813</u>	<u>96,684</u>	<u>96,649</u>	0.0%
Trips Per Hour	1.18	1.16	1.13	1.14	-1.3%
Passenger Revenue Per Trip	\$ 0.11	\$ 0.24	\$ 0.12	0.12	N/A
Local Funding Per Trip	\$ 64.17	\$ 54.90	\$ 66.30	59.24	11.9%
Federal Funding per Trip	\$ 8.33	\$ 7.58	\$ 8.29	8.09	2.4%
Total Revenue/Funding	<u>\$ 72.61</u>	<u>\$ 62.72</u>	<u>\$ 74.70</u>	<u>\$ 67.46</u>	10.7%
Purchased Transportation Cost Per Trip	\$ 66.05	\$ 58.03	\$ 68.85	62.15	10.8%
Total Cost Per Trip	\$ 72.42	\$ 62.67	\$ 74.56	67.39	10.6%
FREEDOM ON DEMAND PROGRAM					
Total Trips	1,597	814	6,981	2,905	
Trips Per Hour	3.11	6.41	5.13	6.39	
Passenger Revenue Per Trip	\$ 7.86	\$ 7.94	\$ 7.50	\$ 7.76	
Local Funding Per Trip	\$ 5.46	\$ 4.70	\$ 5.43	\$ 5.55	
Federal Funding per Trip	\$ 5.56	\$ 5.38	\$ 5.64	\$ 4.70	
Purchased Transportation Cost Per Trip	\$ 18.87	\$ 18.02	\$ 18.56	\$ 18.01	

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
RIDEKC FREEDOM
DETAIL OF OPERATING EXPENSE BY PROGRAM**

	MAY			YEAR-TO-DATE MAY		
	2026 Budget	2026 Actual	2025 Actual	2026 Budget	2026 Actual	2025 Actual
RideKC Freedom - Traditional						
Payroll & Benefits	\$ 99,005	\$ 78,322	\$ 76,396	\$ 485,374	\$ 396,082	\$ 380,088
Services & Fees	8,129	(115)	(1)	45,645	4,202	3,428
Fuel & Lubricants	24,045	45,378	22,072	120,225	149,727	115,469
Material & Supplies	652	253	291	3,260	1,947	1,268
Purchased Transportation	1,222,632	1,204,595	1,134,827	5,955,403	6,245,445	5,575,286
Total	<u>1,354,463</u>	<u>1,328,434</u>	<u>1,233,585</u>	<u>6,609,907</u>	<u>6,797,403</u>	<u>6,075,540</u>
	-	-	-	-	-	0
Independence Intra						
Payroll & Benefits	-	-	-	-	-	-
Services & Fees	-	-	1	-	-	2
Fuel & Lubricants	-	-	-	-	-	6,579
Material & Supplies	-	-	-	-	-	-
Purchased Transportation	78,786	78,662	94,597	393,930	411,616	431,526
Total	<u>78,786</u>	<u>78,662</u>	<u>94,598</u>	<u>393,930</u>	<u>411,616</u>	<u>438,107</u>
	-	-	-	-	-	-
Freedom on Demand Program						
Payroll & Benefits	-	739	727	-	3,574	3,451
Services & Fees	-	-	-	-	-	-
Material & Supplies	-	-	-	-	-	-
Purchased Transportation	18,648	30,537	9,000	90,833	140,349	47,315
Total	<u>18,648</u>	<u>31,276</u>	<u>9,727</u>	<u>90,833</u>	<u>143,923</u>	<u>50,766</u>
	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	<u>\$ 1,451,897</u>	<u>\$ 1,438,373</u>	<u>\$ 1,337,909</u>	<u>\$ 7,094,670</u>	<u>\$ 7,352,942</u>	<u>\$ 6,564,413</u>
SUMMARY BY LINE ITEM:						
Payroll	\$ 61,385	\$ 47,064	\$ 45,575	\$ 299,007	\$ 237,001	\$ 233,070
Employee Benefits	37,620	31,997	31,548	186,367	162,655	150,469
Services & Fees	8,129	(115)	0	45,645	4,202	3,430
Fuel & Lubricants	24,045	45,378	22,072	120,225	149,727	122,048
Materials & Supplies	652	253	291	3,260	1,947	1,268
Purchased Transportation	1,320,066	1,313,795	1,238,424	6,440,166	6,797,410	6,054,128
Total	<u>\$ 1,451,897</u>	<u>\$ 1,438,373</u>	<u>\$ 1,337,909</u>	<u>\$ 7,094,670</u>	<u>\$ 7,352,942</u>	<u>\$ 6,564,413</u>
	-	-	-	-	-	-
YEAR-TO-DATE EXPENSE TO BUDGET COMPARISON:						
	2026 Annual Budget	YTD Expenses	Remaining Budget	% Remaining		
Payroll	\$ 724,748	\$ 237,001	\$ 487,747	67.30%		
Employee Benefits	447,952	162,655	285,297	63.69%		
Services & Fees	101,648	4,202	97,446	95.87%		
Fuel & Lubricants	389,725	149,727	239,998	61.58%		
Materials & Supplies	7,824	1,947	5,877	75.12%		
Purchased Transportation	15,829,558	6,797,410	9,032,148	57.06%		
Total	<u>\$ 17,501,455</u>	<u>\$ 7,352,942</u>	<u>\$ 10,148,513</u>	<u>57.99%</u>		
	-	-	-	-		
				58.33%	< % needed to be on track to Budget	

KCATA
Sources of Revenue

	Current Month thru 5/31/2026				YTD thru 5/31/2026			
	Fixed Route	IRIS	Paratransit Freedom	Consolidated	Fixed Route	IRIS	Paratransit Freedom	Consolidated
LOCAL Government Funding								
KCMO 3/8 cent sales tax applied	4,155,662		932,426	5,088,088	22,622,263		5,031,619	27,653,882
KCMO 1/2 cent sales tax applied	7,033,758	0	169,000	7,202,758	14,253,276	0	845,000	15,098,276
KCMO 1/2 cent Zero Fare applic	0			0	0			0
PM Local Funding - KCMO	364,491			364,491	1,298,077			1,298,077
Total KCMO Applied	11,553,911	0	1,101,426	12,655,337	38,173,616	0	5,876,619	44,050,235
Independence	73,190	38,647	88,478	200,315	229,667	147,976	460,954	838,597
Blue Springs	0			0	0			0
Grandview	0			0	0			0
Raytown	0	0		0	0	0		0
Riverside	0	0		0	0	0		0
NKC	87,984	0	0	87,984	265,490	0	(3,000)	262,489
Gladstone	0	0		0	0			0
Liberty	0	0		0	0	0		0
Unity Village	0			0	0			0
Lees Summit	22,858			22,858	67,727			67,727
Johnson County	729		0	729	13,513		1,089	14,602
Unified Government (KS)	471,568	0	62,613	534,181	1,417,418	0	319,402	1,736,820
KC Streetcar	34,762		0	34,762	106,369		0	106,369
Other	0			0	0			0
Total Local Government	12,245,002	38,647	1,252,516	13,536,165	40,273,800	147,976	6,655,062	47,076,838
State Government Funding								
State Oper Assistance	426,405			426,405	1,158,782			1,158,782
MEHTAP			0	0			(210,456)	(210,456)
Total State Government	426,405	0	0	426,405	1,158,782	0	(210,456)	948,326
Federal Government Funding								
Preventative Maintenance (PM)	1,491,416		161,682	1,653,098	5,640,120		799,683	6,439,803
CMAQ	2,404	24,323		26,727	51,755	97,292		149,047
CARES (COVID)	0			0	0			0
CARES LEES SUMMIT (COVID)	0			0	0			0
CRRSAA (COVID)	(2,074)		0	(2,074)	27,194		0	27,194
ARP (COVID)	324,274		0	324,274	972,822		0	972,822
Fed 5307 LEES SUMMIT	17,657			17,657	88,007			88,007
Fed VanPool	11,261			11,261	56,209			56,209
Fed Ozone & Other	0			0	0			0
5310 Enhanced Mobility	0		8,672	8,672	0		36,626	36,626
Medicaid (comes fm State but fed)			113	113			1,615	1,615
Sub Total	1,844,938	24,323	170,467	2,039,728	6,836,107	97,292	837,924	7,771,323
Grant Rev rec for Subrecipients	4,368,980			4,368,980	6,247,941			6,247,941
Grant Rev rec on behalf of Other	89,126			89,126	172,198			172,198
Total Federal Government	6,303,044	24,323	170,467	6,497,834	13,256,245	97,292	837,924	14,191,461
Grant Rev rec for Subrecipients	(4,368,980)			(4,368,980)	(6,247,941)			(6,247,941)
Grant Rev rec on behalf of Other	(89,126)			(89,126)	(172,198)			(172,198)
Total Federal Pass-thru Contra	(4,458,106)	0	0	(4,458,106)	(6,420,138)	0	0	(6,420,138)
Other Revenue								
Rental Income	5,312			5,312	42,803			42,803
Investment Income (Loss)	99,624			99,624	490,039			490,039
Other Non-transportation Reven	121,660			121,660	642,832			642,832
Passenger Revenue	48,690	12,188	15,389	76,267	238,038	56,092	65,827	359,957
Bus Advertising	27,500			27,500	137,672			137,672
TOD Bond & START Revenue	0			0	0			0
Misc Income	0			0	0			0
Total Other Revenue	302,785	12,188	15,389	330,362	1,551,384	56,092	65,827	1,673,303
Grand Totals	14,819,130	75,158	1,438,373	16,332,661	49,820,072	301,360	7,348,358	57,469,791
	(66,850)	0	0	(66,850)	(126,609)	0	0	(126,609)
Unapplied/(Applied) Revenue	(5,314,867)	0		(5,314,867)	(6,750,320)	403,951		(6,346,369)
	9,504,263	75,158	1,438,373	11,017,794	43,069,752	705,311	7,348,358	51,123,422
				(0)				(0)

MEHTAP	Missouri Elderly and Handicapped Transportation Assistance Program
CMAQ	Community Multiscale Air Quality
CRRSAA	Coronavirus Response and Relief Supplement Appropriations Act of 2021
ARP	American Rescue Plan Act of 2021
PM	Preventative Maintenance (Funding for Costs incurred to maintain bus fleet and bus facilities)

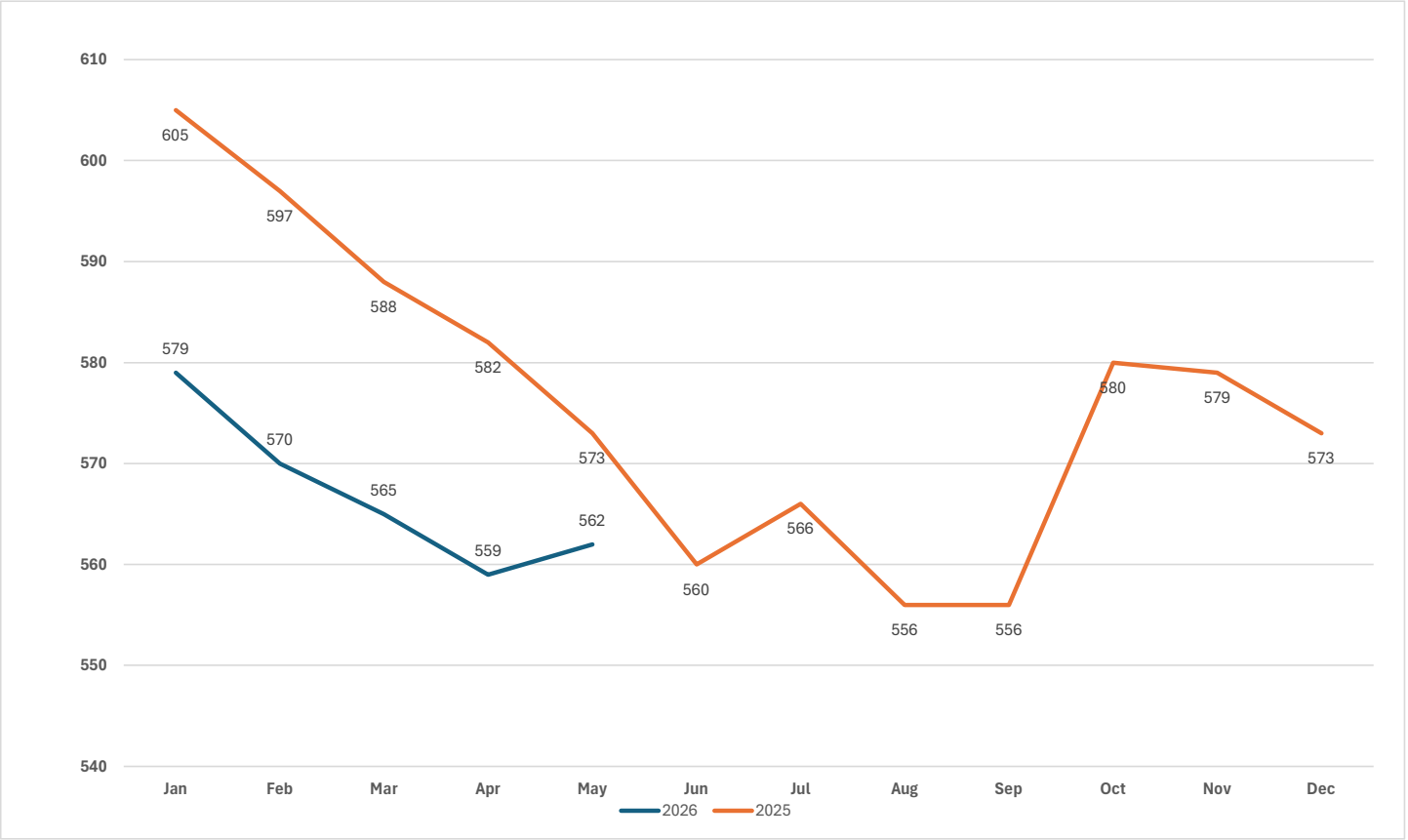
Kansas City Area Transportation Authority
Budget Versus Actual Headcount
For Month Ended May 31, 2026

	March Budget	Total	Actual Union	Salaried
<u>Direct Cost Centers</u>				
Transportation	335	325	300	25
Fleet Maintenance	114	116	107	9
Facility Maintenance	42	41	39	2
Security	2	-	-	-
Information Tech. (50%)	6	4	-	4
Human Resources	7	6	-	6
Customer Service	10	8	7	1
Service Planning (50%)	3	3	1	2
Procurement	5	5	-	5
Training	4	4	-	4
Regional Van Pool	-	-	-	-
Safety	1	1	-	1
Total Direct	529	513	454	59
IRIS	-	-	-	-
Paratransit (Freedom)	10	10	6	4
<u>Indirect Cost Centers</u>				
Finance/Grants	19	16	5	11
Information Tech (50%)	5	4	-	4
Executive Offices	3	2	-	2
Marketing	4	3	1	2
Legal Services	2	2	-	2
RideKC Projects (Project Mgr)	4	4	-	4
Service Planning (50%)	2	3	-	3
Government Relations	2	2	-	2
Economic Development	2	2	-	2
Equity & Inclusion	1	1	-	1
Total Indirect	44	39	6	33
Total Employee Headcount	583	562	466	96
Commissioners	10	10	-	10

Kansas City Area Transportation Authority

Headcount Reports - Total Headcount

Month Ended May 31, 2026

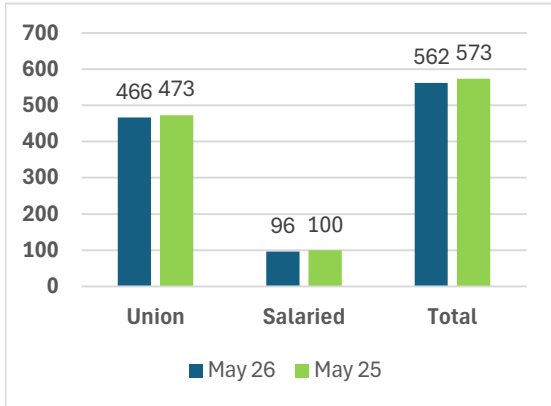


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2026	579	570	565	559	562								567
2025	605	597	588	582	573	560	566	556	556	580	579	573	576

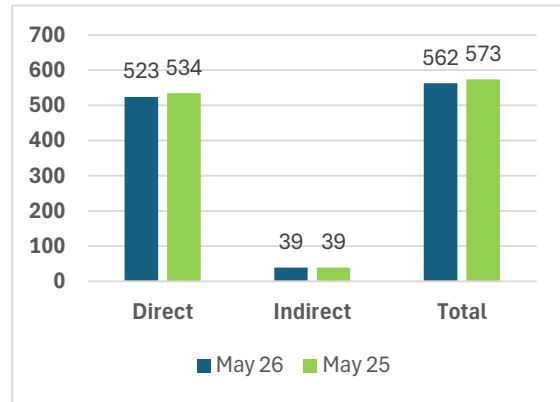
Kansas City Area Transportation Authority

Distribution of Headcount

For Month Ended May 31, 2026



	Union	Salaried	Total
May 26	466	96	562
May 25	473	100	573



	Direct	Indirect	Total
May 26	523	39	562
May 25	534	39	573

KANSAS CITY AREA TRANSPORTATION AUTHORITY
3/8 CENT SALES TAX RESERVE FUND
CY 2025 THRU 12/31/2026

2025 Actual (Prior KCMO Contract)

Reserve balance at 12/31/2024	\$ 13,920,716
(Uses) of Reserve 1/1/25 - 4/30/25	(2,506,472)
Reserve balance at 4/30/2025	<u>\$ 11,414,244</u>

2025/2026 Actual (Current KCMO Contract)

Source/(Uses) of Reserve 5/1/25 - 11/30/25	(8,916,002)
Reserve balance at 5/31/2026	<u>\$ 2,498,242</u>

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
3/8 CENT SALES TAX FUNDS
ACTIVITY SUMMARY
FOR PERIOD JANUARY 1, 2026 THROUGH MAY 31, 2026**

BALANCE @ 12/31/2025	<u>\$ 11,024,122</u>
YEAR-TO-DATE BILLING	16,839,460
APPLIED TO SERVICE	(25,367,244)
SUB TOTAL	<u>\$ (8,527,784)</u>
INVESTMENT INCOME	128,870
INCOME APPLIED TO OPERATIONS	(128,870)
FMV GAIN/(LOSS)	1,904
SUB TOTAL - YTD ACTIVITY	<u>(8,525,880)</u>
FUNDS AVAILABLE @ 5/31/2026	<u><u>\$ 2,498,242</u></u>
Cash Tfr Timing - Transfer From/(To) KCATA Oper Acct	(10,777,981)
Commerce Sales Tax Trust Stmt Balance @ End of Period	<u><u>\$ 13,276,223</u></u>

FOUR MONTH FORECAST
Operating Account - KCATA

	Jun-26	Jul-26	Aug-26	Sep-26
Beginning Balance	\$ 6,254,696	\$ 11,508,470	\$ 6,356,471	\$ 10,625,408
<u>Cash Receipts</u>				
KCMO	13,923,877	\$ 6,961,001	\$ 6,961,001	\$ 6,961,001
Less - KCMO Performance Penalties	-			
KCMO IRIS	121,328	125,000	125,000	125,000
Fares	248,250	250,000	250,000	250,000
World Cup Grants			7,920,936	
Community Bill	225,851	300,000	300,000	300,000
MO State Operating Assistance	-			
FTA Drawdowns	1,658,060	1,500,000	1,500,000	1,500,000
Internal Trust Transfer	-			
Interest Payment	30,000	30,000	30,000	30,000
Remote Deposits	2,287,244	40,000	40,000	40,000
Total Cash Available	<u>\$ 18,494,609</u>	<u>\$ 9,206,001</u>	<u>\$ 17,126,937</u>	<u>\$ 9,206,001</u>
<u>Cash Disbursements</u>				
Payroll - Salaried	(780,050)	\$ (800,000)	\$ (800,000)	\$ (800,000)
Payroll - Union	(2,944,780)	(4,500,000)	(3,000,000)	(3,000,000)
AP ACH/Checks clearing	(6,143,846)	(5,500,000)	(5,500,000)	(5,500,000)
Self Insurance T.McGee	(224,492)	(400,000)	(400,000)	(400,000)
Other (Tri Star, Russell Trust, ICMA,Voya)	(413,334)	(400,000)	(400,000)	(400,000)
WEX (Fuel)	(101,958)	(53,330)	(53,330)	(53,330)
Corporate CC Payment	(30,000)	(26,670)	(26,670)	(26,670)
Account Analysis Fees - Commerce	(2,375)	(3,000)	(3,000)	(3,000)
Other Payments				
Additional Expense for World Cup	(2,600,000)	(2,600,000)	(2,600,000)	(2,600,000)
Due to Riverfront Streetcar Project	-	(75,000)	(75,000)	(75,000)
Total Cash Disbursement	<u>\$ (13,240,835)</u>	<u>\$ (14,358,000)</u>	<u>\$ (12,858,000)</u>	<u>\$ (12,858,000)</u>
Net Activity	<u>\$ 5,253,774</u>	<u>\$ (5,151,999)</u>	<u>\$ 4,268,937</u>	<u>\$ (3,651,999)</u>
Ending Balance	<u><u>\$ 11,508,470</u></u>	<u><u>\$ 6,356,471</u></u>	<u><u>\$ 10,625,408</u></u>	<u><u>\$ 6,973,409</u></u>

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
ACCOUNTS RECEIVABLE AGING SUMMARY
FOR THE MONTH ENDING MAY 31, 2026**

Customer					
Number	Customer Name	Current	1-30 Days	31+ Days	Customer Total
50209	CITY OF KANSAS CITY, MISSOURI	6,981,581	-	107	6,981,688
50210	CITY OF NORTH KANSAS CITY, MIS	48,433	-	-	48,433
50211	CITY OF INDEPENDENCE, MISSOURI	57,792	-	-	57,792
50213	UG FLEET COMPLEX	310,464	-	-	310,464
50215	CITY OF LEE'S SUMMIT, MISSOURI	57,360	-	-	57,360
50245	CITY OF GLADSTONE, MISSOURI	-	-	12,000	12,000
50248	ATU, LOCAL 1287	2,465	4,331	1,692	8,488
50321	JOHNSON COUNTY TRANSIT	-	65,378	-	65,378
50394	KANSAS CITY STREETCAR AUTHO	34,762	-	-	34,762
50462	BOARD OF POLICE COMMISSIONER	63	-	-	63
50472	MISSOURI DEPT OF TRANSP.	-	(1,380)	-	(1,380)
50511	FEDERAL TRANSIT ADMINISTRATI	1,132,401	-	-	1,132,401
		8,625,321	68,329	13,799	8,707,448

Balance Sheet

1210000	A/R - Trade	7,576,427
1210999	A/R - Unapplied Cash Receipts	(27,834)
1230100	A/R - Federal Project Ledger	1,158,855
		8,707,448

Staff Request For Commission Action

Board Meeting Date: July 22, 2026

Bulk Oil Contract- Derron Marsh

Standing Committee:	Finance Committee
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Date: 07/10/2026	Contact Name: Derron Marsh	Contact Email: 	Department/Division: Transit Operations
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Strategic Plan:

Financial Sustainability
Organization

Financial Impact:

Award To: Safety Kleen Systems LLC
Amount of Request/Contract: \$590,590 (5 total years)
Amount Budgeted: \$9850/month
Funding Source/Account #: Operational Budget (within current budget)

Approver:

Chuck Ferguson, COO

Attachments List:

1.	Contract - G26-6003-33 - Bulk 15w40 Engine Oil
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Proposed Motion:

Staff recommends approval of a contract with Safety-Kleen, LLC, in an amount not to exceed \$590,590 for bulk engine oil. The contract is for three years with two, one-year extension options.

Synopsis:

The KCATA currently operates over 230 transit buses as a part of its commitment to providing safe, reliable transit service in the region. The KCATA Fleet Maintenance department is requesting the approval of a contract with Safety-Kleen for bulk engine oil. The procurement was competitively bid in 2026. Contractual agreements such as this procurement help the agency with lower, fixed pricing for a commodity used in all KCATA buses. The contract is for three years with two, one-year extension options.



Contract #G26-6003-33

Bulk 15w-40 Engine Oil

Safety-Kleen Systems, Inc.
42 Longwater Drive
Norwell, MA 02061
Leonard Lapham
Lapham.leonard@safety-kleen.com

Date: July 22, 2026

Contact: Andrew Campbell, Procurement Buyer

Telephone: 816-346-0268

Email: acampbell@kcata.org

Contract# G26-6003-33
Bulk 15w-40 Engine Oil

THIS CONTRACT (the "Contract"), made and entered into as of the 1st day of August, 2026, by and between the Kansas City Area Transportation Authority ("KCATA"), a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, 64108 and Safety-Kleen Systems, Inc. ("Contractor"), with offices at 42 Longwater Drive, Norwell, MA 02061.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto, and of the compensation to be paid as hereinafter specified, KCATA and the Contractor agree as follows:

1. EMPLOYMENT OF CONTRACTOR.

This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by KCATA in accordance with that certain bid submitted by the Contractor dated June 24, 2026, a copy of which is attached hereto as Appendix C and incorporated herein by reference ("Bid").

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Invitation for Bids (IFB) solicited by the KCATA, dated June 4, 2026 and entitled "Bulk 15w-40 Engine Oil" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide deliveries of bulk 15w-40 engine oil as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of three (3) year(s) beginning August 1, 2026 and expiring on July 31, 2029 and includes two (2) one-year extension options. The materials to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Change Order," if applicable, as provided in this Contract. The Contractor shall be paid for the work performed at the rates set out in the Contractor's Bid Response (Price Proposal) (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of Five Hundred and Ninety Thousand Five Hundred and Ninety Dollars and Zero Cents (\$590,590.00).

Annual funding for subsequent years of the contract and extension options, if exercised, will be based on KCATA's anticipated needs and in accordance with the rates established herein.

5. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this Contract, the following order of precedence shall apply:

- A. Specific written amendments or modifications/change orders to the executed Contract;
- B. KCATA's Standard Terms and Conditions;
- C. Executed Contract and any attachments incorporated by reference; and
- D. Contractor's Bid Response; and
- E. KCATA's IFB and Scope of Work/Specifications, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

The following Appendices are attached hereto by reference as part of this Contract. This Contract and any amendments issued hereafter, constitute the entire Contract between the KCATA and the Contractor.

- Appendix A. KCATA Standard Contract Terms and Conditions; and
- Appendix B. KCATA’s Scope of Work/Technical Specifications; and
- Appendix C. Contractor’s Bid Response dated June 24, 2026.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors, and permitted assigns, executed this Contract Agreement as of the day and year first above written.

SAFETY-KLEEN SYSTEMS, INC.
(CONTRACTOR)

By _____
Shaynn Mahan
Senior Vice President of Sales

KANSAS CITY AREA TRANSPORTATION
AUTHORITY (KCATA)

By _____
Bridgette Williams
Chair, Board of Commissioners

By _____
Gregory Goheen
Legal Counsel, Board of Commissioners

APPENDIX A
KCATA STANDARD CONTRACT TERMS & CONDITIONS

1. ACCEPTANCE OF SERVICES/MATERIALS/DELIVERABLES – NO RELEASE

Acceptance of any portion of the services, materials and/or deliverables prior to final acceptance shall not release the Contractor from liability for faulty workmanship, or for failure to fully comply with all of the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all work products at any time during the Contract term, and shall have the right to reject all services or deliverables which do not conform with the conditions, Contract requirements or specifications; provided, however, that KCATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all services and deliverables in accordance with the instructions, Contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, unless loss results from negligence of KCATA.

2. AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

3. 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 the prior written consent of KCATA. In the event of KCATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

4. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" section. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of KCATA Contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

5. BREACH OF CONTRACT; REMEDIES

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

6. CHANGES

KCATA may at any time, by a written order, and without notice to the surety, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

7. CIVIL RIGHTS

A. Nondiscrimination in Federal Public Transportation Programs.

1. Contractor must prohibit:
 - a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age;
 - b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and
 - d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act.

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. Part 21; and c) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor must follow a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and c) all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and
 - a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

- b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement;
 - d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and
 - e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".
 3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et. seq., U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25; and federal transit law, specifically 49 U.S.C. § 5332.
 4. Nondiscrimination on the Basis of Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332.
 5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. The Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. **Access to Services for Persons with Limited English Proficiency.** Compliance to provide meaningful access to public transportation services in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., and its implementing regulation at 28 C.F.R. § 42.405(d), and applicable U.S. Department of Justice guidance.
 - E. **Promoting Free Speech and Religious Liberty.** All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.
 - F. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

In accordance with 2 C.F.R. § 200.112, the Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

9. CONTRACTOR'S PERSONNEL

All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all of the services of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing to Consultant.

10. CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company.

11. DELIVERY

Materials and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri, 64108. KCATA will assume custody of property at other locations, if so directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of service equipment under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

12. DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director of Procurement's decision.

- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. DIVERSE BUSINESS ENTERPRISE REQUIREMENTS

- A. It is the policy of KCATA that Disadvantaged (DBE), Small (SBE), Minority-Owned (MBE), Woman-Owned (WBE), and Small Local (SLBE) Business Enterprises, shall have an equal opportunity to participate in KCATA contracts. It is also the policy of KCATA to:
1. Ensure nondiscrimination in the award and administration of contracts;
 2. Create a level playing field on which diverse firms can compete fairly for contracts;
 3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;
 4. Help remove barriers to the participation of diverse firms in contracts;
 5. To promote the use of diverse firms in all types of contracts and procurement activities; and
 6. Assist in the development of firms that can compete successfully in the marketplace outside the diversity program.
- B. KCATA's diversity programs are based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. Under this contract, Federally funded projects shall abide by DBE or SBE requirements as applicable. Projects that are funded by state or local entities will be subject to MBE, WBE, or SLBE requirements.
- C. For this contract, a No commitment to DBE firms has been established.
- D. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R.. Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

14. EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, et seq., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services 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). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) 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.

15. FORCE MAJEURE

- A. Both Parties shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("Excusable Delays") including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; pandemics; acts of war; terrorism; strikes; any acts, restrictions, regulations, by-laws; prohibitions or measures of any kind on the part of any KCATA; freight embargoes; delays of Contractor's suppliers for like causes; contractual acts of either Party or a material act of omission by either Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Contractor or KCATA. Contractor and KCATA shall use its best efforts to remove the cause of delay and resume work as soon as possible.
- B. If at any time, Contractor concludes that any of the Work hereunder will become subject to a delay beyond Contractor's control, including but not limited to any of the aforementioned causes, Contractor shall notify KCATA of the nature and detailed reasons and foreseeable extent of such delay and shall, once every seven (7) calendar days thereafter, notify KCATA whenever, to the best of Contractor's knowledge and belief, the nature or foreseeable extent of such delay shall change. Contractor shall provide this written notice within five (5) business days of Contractor's becoming aware of the facts or matters giving rise to such Excusable Delay. Both Parties shall keep in contact with each other as to the status of such Excusable Delay and shall agree in writing to a restart date when the facts or matters giving rise to such Excusable Delay have concluded and further delays are not foreseen. Upon reengagement of work, Contractor and KCATA will formulate and agree upon an update project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

16. GENERAL PROVISIONS

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.
- D. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- E. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- F. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

- G. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures, and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures, and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- H. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.
- J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.
- M. **Hazardous Material Identification and Material Safety Data.** "Hazardous Material" as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 as amended. Contractor shall properly identify any hazardous materials to be provided under this Agreement consistent with the Hazardous Materials Regulations on the standard Material Safety Data Sheet form. The hazardous materials shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this Agreement. After award, Contractor shall notify KCATA of any changes to the composition of the item(s) or revision to Federal Standard No. 313, which renders incomplete or inaccurate data previously submitted. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material. Failure to comply with this provision in any way is a material breach.

17. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

18. HEADINGS

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

19. INDEPENDENT CONTRACTOR

- A. The parties agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee, or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.
- B. The Contractor shall furnish adequate supervision, labor, materials, supplies, security, financial resources, and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

20. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability and Workers Compensation) policies, shall name KCATA, its commissioners, officers, and employees as Additional Insureds. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).
- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
 - 1. Contractual liability coverage is applicable; and
 - 2. The Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds on the policies covered by the certificate; using this specific wording: Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.

D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.

E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Workers' Compensation.**

- a. State: Missouri and/or Kansas – Statutory
- b. Employer's Liability: Bodily Injury by Accident -- \$1,000,000 Each Accident
Bodily Injury by Disease -- \$1,000,000 Each Employee
Bodily Injury by Disease -- \$1,000,000 Policy Limit

The Contractor and any subcontractor shall maintain adequate workers' compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly, or related services in conjunction with this Agreement.

2. **Commercial General Liability.**

Bodily Injury and Property Damage to include Products and Completed Operations:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate (per project)
- \$1,000,000 Personal and Advertising Injury
- \$50,000 Fire Damage
- \$5,000 Medical Expenses
- 2 Years (Completed Operations)

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. The Contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability.**

Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit

The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off the KCATA premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Contract.

4. **Pollution**

Pollution Liability Limit: \$1,000,000 Each Occurrence
 \$1,000,000 Annual Aggregate

The Contractor shall obtain and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environment damage, including clean up and remediation costs arising out of the work or services to be performed under this contract. Coverage shall apply to the above for premises and operations, products and completed operations and automobile liability. Automobile liability coverage may be satisfied by utilizing ISO Endorsement CA 9948 or equivalent.

5. **Umbrella or Excess Liability.**

Umbrella or Excess Liability Limit: \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate (per project)

The Contractor shall obtain and keep in effect during the term of the contract, Umbrella or Excess Liability Insurance covering their liability over the limit for primary general liability, automobile liability, and employer's liability.

21. LIABILITY AND INDEMNIFICATION

A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone.

B. **Subrogation.** Contractor, its agents, and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.

C. **Indemnification.**

1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Contractor shall also indemnify, hold harmless and defend the KCATA for any contractor or subcontractor action, tort, or violation of federal or state law or city ordinance.

2. In claims against any person or entity indemnified under this section, by an employee or Contractor, or anyone directly or indirectly employed by any of them, the subcontractor or sub-subcontractor indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.

3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Contractor.
4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

- D. **Release of Liability.** Contractor, its officers, directors, employees, heirs, administrators, executors, agents and representatives and respective successors and assigns hereby fully release, remise, acquit and forever discharge the KCATA and its commissioners, officers, directors, attorneys, employees, agents, representatives and its respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts, agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter related to this agreement, cause or thing whatsoever that has happened, developed or occurred before or after you sign and deliver this Contract to KCATA. This release will survive the termination of this Contract.

22. LICENSING, LAWS, AND REGULATIONS

- A. The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.
- B. The Contractor shall comply with all applicable and current rules, regulations, and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

23. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Derron Marsh, KCATA's Interim Senior Director of Fleet Maintenance, at (816) 346-0853 or via e-mail at dmarsh@kcata.org.
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Andrew Campbell, Procurement Buyer
 Kansas City Area Transportation Authority
 1350 East 17th Street
 Kansas City, MO 64108

If to Contractor: Leonard Lapham, Government Business Development
Safety-Kleen Systems, Inc.
42 Longwater Drive,
Norwell, MA 02061

- C. The Contractor shall notify KCATA immediately when a change in ownership has occurred or is certain to occur.
- D. The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

24. PRICE REDETERMINATION

- A. The unit prices stated in Appendix C (Cost Proposal), may be adjusted during the term of this contract only with documented changes in market conditions. This price increase/decrease verification must be on letterhead from Contractor's supplier and include the effective date of the change, signature of supplier, and must be notarized. The contracted pricing will remain in effect until KCATA confirms and approves the pricing adjustment.
- B. The Contractor may appeal KCATA's denial for adjustment in accordance with the procedures outlined in the "Disputes" clause above.

25. PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

26. PROHIBITED INTERESTS

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

27. PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (RSMo §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag, and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials, or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

28. RECORD RETENTION AND ACCESS

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

29. REQUESTS FOR PAYMENT

- A. Contractor shall timely submit invoices for work performed each calendar month by the 15th day of each subsequent month for work performed the previous month. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org. Invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished per Agreement by and between the Contractor and KCATA. Contractor shall reference KCATA's contract number and FSM number (provided by KCATA to Contractor), the billing period applicable and, if travel expenses, pre-approved before issuance of an Agreement by the Authority, are included for reimbursement, receipts for each line item claimed as reimbursable shall be included with Invoice and/or Payment Application. The invoice and attachments is to be submitted as one .pdf document. Contractor agrees the KCATA shall have no contract obligation to pay any contractor invoices submitted to the KCATA more than ninety (90) days from the date the service was performed for the KCATA.
- B. Payment by KCATA shall be made within 30 days after receipt of a proper and timely invoice.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
 2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
 3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
 4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
 5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
 6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

30. RIGHT TO OFFSET

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, or any other contract between Contractor and KCATA, any amounts owed by Contractor to KCATA, including amounts owed by Contractor pursuant to Contractor's obligation to indemnify KCATA against third party claims arising out of Contractor's performance of work under this Contract.

31. SEAT BELT USE POLICY

Contractor agrees to comply with terms of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed Reg. 19217); Contractor is encouraged to include those requirements in each subcontract awarded for work relating to this Agreement.

32. SEVERABILITY

If any clause or provision of this Contract is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

33. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **DBE/SBE Subcontractor Employment.** See Article 13, "Diverse Business Enterprise Requirements.
- D. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
 - 1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
 - 2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
 - 3. The following provisions if included in this Contract:
 - Acceptance of Services/Materials/Deliverables – No Release
 - Agreement in Entirety
 - Assignment
 - Bankruptcy
 - Breach of Contract; Remedies
 - Changes
 - Civil Rights
 - Conflicts of Interest
 - Contractor's Personnel
 - Contractor's Responsibility
 - Delivery
 - Dispute Resolution
 - Diverse Business Enterprise Requirements
 - Employee Eligibility Verification
 - Force Majeure
 - General Provisions
 - Governing Law; Choice of Judicial Forum
 - Headings
 - Independent Contractor

Insurance
Liability and Indemnification
Licensing, Laws, and Regulations
Price Redetermination
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Right to Offset
Seat Belt Use Policy
Severability
Subcontractors
Suspension of Work
Termination
Texting While Driving and Distracted Driving
Unavoidable Delays
Warranty

- E. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions of this contract.
- F. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

34. SUSPENSION OF WORK

KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this agreement for the period of time that KCATA determines appropriate for the convenience of KCATA.

35. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
 - 1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth cost of the Contract.

2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

36. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225) and U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

37. UNAVOIDABLE DELAYS

- A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.
- B. **Notification of Delays.** The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing, furnishing as much as detail as is available.
- C. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Contractor of its decision in writing.
- D. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision, except to the extent the Contractor's delay was attributable to KCATA's non-performance of its duties herein.

38. WARRANTY

- A. The Contractor agrees that equipment, materials, or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, materials, or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.
- B. The Contractor warrants to KCATA, that all products, equipment, and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment, and materials. Further, at a minimum, all such products, equipment or materials must be merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.
- C. The work must be of safe, substantial, and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA.
- D. Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

Contractor's Initials _____

KCATA's Initials _____

KCATA's Initials _____

**APPENDIX B
SCOPE OF WORK/SERVICES**

A. Introduction.

The Kansas City Area Transportation Authority (KCATA, Authority, ATA) is the regional transit authority for the Kansas City metropolitan area, operating bus, MAX bus rapid transit, and paratransit services throughout the region; providing approximately 15 million passenger trips annually. The KCATA is requesting bids from qualified vendors to provide deliveries of bulk 15w-40 engine oil.

B. Term.

The term of this agreement shall be for a period of three (3) year(s) from date of contract award and includes two (2) option years.

C. Estimated Quantities.

1. The quantities indicated in this IFB are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The KCATA makes no guarantees about single order quantities or total aggregate order quantities.
2. The vendor will provide between one-to-two 6,500-gallon bulk deliveries during a one-year period. The 6,500-gallon deliveries are generally needed in 18 month periods, but can be needed twice every 12 months.

D. Technical Specifications.

1. The KCATA is looking for bulk deliveries of 15w-40 engine oil meeting or exceeding the below standards.
 - This product must not be a full synthetic oil. Synthetic blend or conventional only.
 - Must be approved for use in ESN's and CES's listed below:

Engine: L9N CM2380 L124B	ESN: 74285979 CES 20092
Engine: ISL9 CM2250	ESN: 73429692 CES 20086
 - Vendor must provide documentation verifying that the supplied product meets both standards.
 - Must be compatible to be added to the bulk oil tank presently containing conventional 15w-40 engine oil.
2. Contractors shall comply with all applicable and current rules, regulations and ordinances as set forth by the Environmental Protection Agency (EPA), The Missouri Department of Natural Resources (MDNR), The Kansas Department of Health and Environment (KDHE), The Federal Transportation Authority (FTA), The Department of Transportation (DOT), and the City of Kansas City, Missouri (KCMO).
3. Contractors shall, without additional expenses to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all Federal, State and Municipal laws, codes and regulations applicable for the work performed under this contract.
4. Contractors shall be responsible for cleaning up any discharge that occurs during delivery and placement. A discharge is defined as the accidental or intentional spilling, leaking, pumping, emitting, emptying, or dumping of waste onto or into the land or water.

- 5, Contractors shall submit a Material Safety Data Sheet (MSDS) for the solvent(s) to be used for this contract.

E. Delivery.

Materials and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri, 64108. KCATA will assume custody of property at other locations, if so directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries before acceptance. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of service equipment under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery shall be extended by a number of days to be determined in each instance by KCATA.

F. Inspection and Acceptance.

Within ten (10) calendar days of receipt of each order, the contractor shall understand and agree that all supplies, products and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. KCATA shall have the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date (i.e., within five calendar days) by which replacements must be received.

G. Vendor Qualifications. The successful contractor shall have at a minimum the following qualifications:

1. Licensed to do business in the state of Kansas and in the state of Missouri.
2. Registered as a vendor with KCATA.
3. Fully Insured and capable of providing valid certificate of insurance for term of contract in accordance with KCATA's terms and conditions. See KCATA's Sample Contract/Terms and Conditions

**APPENDIX C
PRICE PROPOSAL**

PRICING TABLE 1: REQUIRED PRICING

The bidder shall complete the following pricing table(s) and provide firm fixed pricing necessary to meet the requirements of the IFB. The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation, and drawings, if required, of the materials or services required in this procurement.

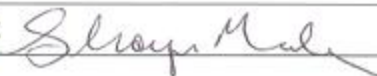
Bids shall be submitted on the Bid Response Form provided. **Bids submitted on any other form may be considered non-responsive and therefore may be rejected.** The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Bid Response Form. *No written comments, modifications or interlineations to the Bid Response Form will be accepted.*

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QUANTITIES	EXTENDED PRICE
1.	Contract Year 1	Gallons	\$12.98	6500	\$84,370.00
2.	Contract Year 2	Gallons	\$12.98	13000	\$168,740.00
3.	Contract Year 3	Gallons	\$12.98	6500	\$84,370.00
4.	Option Year 1	Gallons	\$12.98	13000	\$168,740.00
5.	Option Year 2	Gallons	\$12.98	6500	\$84,370.00
GRAND TOTAL					\$ 590,590.00

PRICING TABLE 2: OTHER REQUIRED PRICING

The bidder must state below all other applicable costs necessary to satisfy the *mandatory* requirements of the IFB. Unless stated in this Pricing Section, the KCATA shall assume that absolutely no other fees, expenses, or charges, will be assessed to the KCATA whatsoever in connection with the products/services provided herein and to satisfy the IFB requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
N/A	N/A	N/A	N/A
GRAND TOTAL			\$ N/A

Company Name (Type / Print): Safety-Kleen Systems, Inc.	Date: 06/23/2026
Authorized Signature: X 	Title: SVP of Sales

Staff Request For Commission Action

Board Meeting Date: July 22, 2026

Paratransit Fuel Card Program- Pete Comer

Standing Committee:	
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Date: 07/10/2026	Contact Name: Pete Comer	Contact Email: pcomer@kcata.org	Department/Division: Regional Services Delivery & Innovation
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Strategic Plan:
Financial Sustainability

Financial Impact:
Award To: WEX Bank
Amount of Request/Contract: \$522,000
Amount Budgeted: \$522,000
Funding Source/Account#: 5410200

Approver:
Tyler Means, Chief Strategy and Mobility Officer

Attachments List:
None

Proposed Motion:
Staff recommends approval to continue the use of the BP fuel cards for one year (8/1/2026 through 7/31/2027). The total cost is not to exceed \$522,000. This project is not federally funded.

Synopsis:
The Transportation and Mobility Departments seek continued use of WEX fuel cards used by our paratransit contractor (WHC/ZTrip) to purchase fuel for the dedicated vehicles.
Since 2008, KCATA staff have been working with BP Solutions to allow WHC/Ztrip to use in-station fuel cards at three designated BP locations in Kansas City, MO. In February 2026, BP's card management was switched to WEX Online to provide the cards for fuel at BP locations. Drivers are assigned a PIN to use the cards at the three locations and prevents drivers from making unauthorized purchases. KCATA's prices are tax-exempt, and BP provides a monthly rebate for fuel purchased.
Funding for the next year is based on average gallons used over the last 12 months and estimated future price of gasoline predicted by the Energy Information Administration (eia.gov). Based on the analysis, estimated expense is \$522,000 for next year.



RideKC[®]

Policy Update

Keith Smith, July 22, 2026



Policy Update

- In addition to TOCD Policies, we have identified and are actively staffing the next batch of other policies for Board review and approval (approximately 6-10 policies)(expect to see in August 2026 Committee Meetings)
- Currently Staffing Transit Oriented Community Development (TOCD) Policies (expect to see in September/October 2026 Committee Meetings)
 - Rescind previously used Ride KC Development Corporation policies
 - Actively drafting and staffing TOCD policies for KCATA use.

Questions????