

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
October 23, 2014  
7:00 PM**

**Call to Order**

1. **Roll Call** \_\_\_ Roberts \_\_\_ Longanecker \_\_\_ Brown \_\_\_ Crooks \_\_\_ Cross \_\_\_ Troutner
2. **Welcome**
3. **Pledge of Allegiance**

**Consent Agenda** *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Agenda Approval
5. City Council Meeting Minutes October 9, 2014
6. Approve the appointment of Randal Gifford to Planning Commission

**Regular Agenda**

7. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

**Business Requiring Action**

9. **CONSIDER TRANSFER OF PROPERTY TAX INCREMENT FOR THE INTERMODAL SITE FROM THE GENERAL FUND TO THE PUBLIC INFRASTRUCTURE FUND**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

10. **CONSIDER AGREEMENT WITH UMB BANK FOR PURCHASING CARD SERVICES**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**11. CONSIDER FINAL ACCEPTANCE OF THE 2014 STREET MAINTENANCE PROGRAM**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**12. CONSIDER PURCHASE OF MOTOR GRADER**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**13. Report by City Administrator**

- Discussion of Truck Routes in Edgerton
- Discussion of Draft On-Call/Call Back/Emergency Closure Update for Personnel Regulations
- Accounts Payable Report September 2014

**14. Report by the Mayor**

**15. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**RECONVENE INTO OPEN SESSION**

**16. CONSIDER CHANGE ORDER NO. 2 EDGERTON QUIET ZONES PROJECT (NELSON STREET AND 199TH STREET)**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**17. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE BOND COUNSEL AND CITY ADMINISTRATOR**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**RECONVENE INTO OPEN SESSION**

**18. Future Meeting/Event Reminders:**

- October 26<sup>th</sup> 4:00 -7:00 PM – Edgerton Halloween Party hosted by Frontier Days Committee
- November 4<sup>th</sup> – Election Day
- November 4<sup>th</sup> 7:30 PM – Planning Commission
- November 11<sup>th</sup> Veteran’s Day – City Offices Closed

- November 13<sup>th</sup> 7:00 PM – City Council meeting
- November 19<sup>th</sup> Noon – Senior Lunch
- November 27<sup>th</sup> and 28<sup>th</sup> Thanksgiving Holiday – City Offices CLOSED
- November 27<sup>th</sup> – City Council meeting CANCELLED
- Week of November 27<sup>th</sup> – Trash Pickup on FRIDAY

19. **Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**City of Edgerton, Kansas  
Minutes of City Council Regular Session  
October 9, 2014**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on October 9, 2014. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

**1. ROLL CALL**

Charlie Troutner	present
Frances Cross	present
Cindy Crooks	present
Jody Brown	present

Clay Longanecker	absent
------------------	--------

With a quorum present, the meeting commenced.

Staff in attendance: City Attorney Patrick Reavey

Consultants in attendance: Johnson County Sheriff Representative

**2. WELCOME AND PLEDGE OF ALLEGIANCE**

**3. CONSENT AGENDA**

A. Agenda Approval

A motion by Crooks, seconded by Brown, to approve the consent agenda.

The vote on the motion: "Yea" Troutner, Crooks, Brown  
"Nay" Cross

The motion was approved, 3-1.

**4. PUBLIC COMMENTS**

- A. Shelly George had three items to discuss with Mayor and city council first item is the bridge on 56 highway. She indicated there is a large bump on both sides, and when trucks go over the bridge it makes a very loud noise. Second item, is the Quiet Zone, she would like an update as the trains are awful, the horns never stop. Finally, Mss George requested city for support at the October 15th and 23<sup>rd</sup> Board of County Commissioners meeting in regards for the Asphalt plant.
- B. Kenny Pritchard was present in regards to the school board meeting which he attended. He informed the Mayor and City Council that the School Board is sending a letter of support of the City of Edgerton's decision about the asphalt plant to the Johnson County Board of County Commissioners.

**5. DECLARATIONS BY COUNCIL MEMBERS**

A. None

**6. ORDINANCE NO. 983 AMENDING SECTION 14-205 OF ARTICLE 2 OF CHAPTER XIV OF THE CITY CODE TO INCLUDE PARKING RESTRICTIONS ON EAST 6<sup>th</sup> STREET WAS CONSIDERED.**

City Attorney, Patrick Reavey presented information about Ordinance No. 983 and stated that it was needed to fix the code book. While updating the City Code Book to reflect new ordinances, staff discovered this section of the code had been inadvertently repealed on August 28, 2014. Approval of Ordinance No. 983 is needed to reinstate the prohibition of parking on East 6<sup>th</sup> street from Nelson Street to the southern edge of the boat ramp.

Motion by Cross, seconded by Crooks, to approve Ordinance No. 983 Amending Section 14-205 of Article 2 of Chapter XIV of the City Code to include parking restrictions on east 6<sup>th</sup> street .

The motion was approved, 4-0.

**7. ORDINANCE NO. 984 AMENDING SECTION 13-401 OF ARTICLE 4 OF CHAPTER XIII OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REVISE PROVISIONS PERTAINING TO THE DUTY OF RESIDENTS TO REMOVE SNOW AND ICE FROM SIDEWALKS ADJOINING THEIR PROPERTY WAS CONSIDERED.**

A telephone connection was made with Council member Longanecker so that he can participate in the discussion about the sidewalks. The phone call began at 7:17 p.m.

Patrick Reavey City Attorney for the City of Edgerton presented information on Ordinance No. 984. He read out loud and discussed the changes; reasonable measures to remove all snow and ice, within 48 hours, and in the event there are extenuating circumstances prohibiting such removal. After discussion with all members present and on the phone, the mayor called for a consensus.

Motion by Crooks, seconded by Brown, to approve Ordinance No. 984 as written, amending Section 13-401 of Article 4 of Chapter XIII of the Edgerton, Kansas Municipal Code to revise provisions pertaining to the duty of residents to remove snow and ice from sidewalks adjoining their property.

The votes on the motion: Yea-Crooks, Brown, Cross  
Nay – Longanecker and Troutner

The motion was approved, 3-2.

**8. RESOLUTION NO. 10-09-14A OF THE CITY OF EDGERTON, KANSAS, REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY WAS CONSIDERED.**

Resolution No. 10-09-14A is the beginning of a process for island annexation. The City of Edgerton must request the consideration of this annexation by the Johnson County Board of County Commissioners.

A motion by Longanecker, seconded by Brown, to approve as written Resolution No. 10-09-14A of the City of Edgerton, Kansas, requesting the Board of County Commissioners of Johnson County, Kansas, to make certain findings regarding the annexation of property.

The motion was approved, 5-0.

**9. RESOLUTION NO. 10-09-14B OF THE CITY OF EDGERTON, KANSAS, REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.**

Resolution No. 10-09-14B is the beginning of a process for island annexation. The City of Edgerton must request the consideration of this annexation by the Johnson County Board of County Commissioners.

A motion by Crooks, seconded by Longanecker, to approve as written Resolution No. 10-09-14B of the City of Edgerton, Kansas, requesting the Board of County Commissioners of Johnson County, Kansas, to make certain findings regarding the annexation of property.

The motion was approved, 5-0.

Council member Longanecker left the meeting at 7:57 p.m..

**9. REPORT BY THE MAYOR**

The Mayor reported that October 15, 2014 at 7:00 p.m. has been set for the meeting between the Edgerton Residents and Bettis Asphalt. The meeting will be held at the Edgerton Community Building, 404 E. Nelson, Edgerton, Kansas. At the Board of County Commissioners of Johnson County meeting on the 23<sup>rd</sup> of October, the Bettis Asphalt Conditional Use Permit Application should be close to the top of the agenda. The Mayor stated he is planning on attending and speaking at the meeting.

**10. FUTURE MEETING/ EVENT REMINDERS:**

- October 13th - City Hall Closed for Columbus Day
- October 14th 7:00 PM – Planning Commission Meeting CANCELLED
- October 15th 8:00 AM – City of Edgerton hosts Chamber Coffee
- October 15th Noon – Senior Lunch
- October 15th 7:00 PM – Bettis meeting with Edgerton residents
- October 23rd 7:00 PM – City Council Meeting
- October 26th 4:00 -7:00 PM – Edgerton Halloween Party hosted by Frontier Days

**11. ADJOURN**

A motion by Crooks, seconded by Brown, to adjourn.

The motion was approved, 4-0.

Meeting adjourned at 8:05 pm.

---

Janeice L. Rawles, CMC  
City Clerk

Approved by the Governing Body on

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider transfer of property tax increment for the intermodal site from the General Fund to the Public Infrastructure Fund

**Department:** Administration

**Background/Description of Item:** In March 2010, the Governing Body entered into the Public Infrastructure Financing Plan for Intermodal Facility/Logistics Park Kansas City ("The Financing Plan"). Section 3.iv. of The Financing Plan calls for the City to deposit 100% of the City's share of ad valorem property taxes above the 2009 base year for the intermodal site into the Public Infrastructure Fund. Property tax revenue is received from the Johnson County Treasurer in a lump sum and is deposited into the General Fund. Property tax revenue for the intermodal site above that received in the base year of 2009 has not yet been transferred to the Public Infrastructure Fund.

Staff has performed an analysis of the assessed valuation and City property taxes for the intermodal site from 2009 through 2014 to determine the property tax increment received to date by the City. The increment received to date is \$65,899.21. To comply with The Financing Plan, staff recommends transferring this amount from the General Fund to the Public Infrastructure Fund in 2014. Staff recommends using unencumbered fund balance in the General Fund for the transfer.

Staff has calculated the estimated increment for 2015 and has included a transfer of \$319,129 from the General Fund to the Public Infrastructure Fund in the 2015 Budget.

Enclosure: History of BNSF Property Taxes worksheet

**Related Ordinance(s) or Statute(s):** N/A

**Recommendation:** Approve the transfer from the General Fund to the Public Infrastructure Fund in the amount of \$65,899.21

**Funding Source:** Unencumbered fund balance in the General Fund.

Prepared by: Karen Kindle, Accountant

Date: August 12, 2014



**City of Edgerton**  
**History of BNSF Property Taxes**  
**2009/2010 - 2014/2015**

	<b>2009 AV for 2010 Budget</b>	<b>2010 AV for 2011 Budget</b>	<b>2011 AV for 2012 Budget</b>	<b>2012 AV for 2013 Budget</b>	<b>2013 AV for 2014 Budget</b>	<b>2014 AV for 2015 Budget</b>
Assessed Value	\$ 104,478	\$ 960,799	\$ 454,134	\$ 142,196	\$ 499,059	\$ 8,764,693
City Mill Rate	42.893	42.880	41.722	36.935	36.922	36.922
Property Tax	\$ 4,481.37	\$ 41,199.06	\$ 18,947.38	\$ 5,252.01	\$ 18,426.26	\$ 323,609.99
Property Tax 2009 Base Year	\$ 4,481.37	\$ 4,481.37	\$ 4,481.37	\$ 4,481.37	\$ 4,481.37	\$ 4,481.37
Increment	\$ -	\$ 36,717.69	\$ 14,466.00	\$ 770.63	\$ 13,944.88	\$ 319,128.62 (1)
Cumulative Increment		\$ 36,717.69	\$ 51,183.69	\$ 51,954.32	\$ 65,899.21 (2)	\$ 385,027.83

**Notes:**

(1) The increment in 2015 of \$319,128.62 is included as a transfer out of the General Fund in the 2015 Budget.

(2) Staff recommends transferring this amount from the General Fund to the Public Infrastructure Fund in 2014 to comply with the Public Infrastructure Financing Plan for Intermodal Facility/Logistics Park Kansas City entered into in March 2010.

Prepared by: Karen Kindle, Accountant  
Date: 8/12/2014

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Agreement with UMB Bank for Purchasing Card Services

**Department:** Administration

**Background/Description of Item:** In an effort to streamline the purchasing policy, staff began using credit cards for City purchases as permitted by the existing credit card policy. The credit cards the City currently uses are a traditional credit card similar to those held by individuals and have limited reporting and more limited controls than other types of cards available for purchasing. As a result, distribution of the credit cards has been limited to a few staff members.

Staff has identified efficiencies to be gained in the purchasing process by switching to purchasing cards similar to those used by many local and state government agencies. By using purchasing cards, the City could provide cards to all employees who purchase goods/services on behalf of the City while maintaining proper controls over purchasing. This will allow the City to more easily obtain goods/services because employees are not limited to vendors with whom the City has an account.

Advantages of purchasing cards over the current credit cards are:

- Information reporting – staff can get reports showing amounts spent by vendor, by type of merchant or by employee
- On-line statement reconciliation – Employees can access transactions on-line throughout the month and enter the account codes. The City's chart of accounts can be loaded into the system to assist employees in coding their transactions. The information can then be exported to the accounting system making the payment process faster.
- Expanded controls – in addition to a monthly limit, the City can control employee spending through transaction dollar limits, through the number of purchases per day or per month, by blocking/including certain supplier types and by vendor name
- Manage cards on-site – designated staff can request new cards, close cards and change card controls as needed to respond to changes in purchasing requirements.
- Custom card design – the design of the card can be customized with the City's logo to distinguish it from other cards employees carry.

Staff interviewed two banks that provide purchasing card services in the area: Arvest Bank and UMB Bank. The interviews included an overview of each bank's program, discussing each bank's experience with government clients and demonstrations of each bank's reconciliation software. In addition, staff talked with customer references provided by each bank. The attached Purchasing Card Evaluation Matrix outlines the main points staff considered when reviewing each bank. Both banks' programs and software were very similar; however, UMB stood out with a higher rebate, no initial or annual fees for the program and long-standing experience with government clients both within the Kansas City metro area as well as neighboring states.

Implementation will occur in the 4<sup>th</sup> quarter of 2014 with staff using the new cards starting January 1, 2015.

Enclosure: Purchasing Card Provider Evaluation Matrix, UMB Contract, Bankcard Commercial Card Application, Credit Card Resolution and Disclosure Agreement

**Related Ordinance(s) or Statute(s):** Purchasing Policy

**Recommendation:** Approve the Agreement with UMB Bank for purchasing card services.

**Funding Source:** N/A. There is no cost to the City to participate in the program. Annually, the City receives a cash rebate on purchases made the previous year.

Prepared by: Karen Kindle, Accountant

Date: October 7, 2014

## City of Edgerton

### Evaluation of Purchasing Card Providers

Prepared by: Karen Kindle, Accountant

Date: 9/11/2014

Program Element	Arvest *	UMB
<b>Location of Service Center</b>	Norman, OK	Kansas City, MO
<b>Set Up Fee</b>	\$ -	\$ -
<b>Annual Fee per Card</b>	\$ -	\$ -
<b>Custom Card Design Available</b>	Yes - \$350 one-time fee (only way to get our tax exempt number on the card)	Yes - \$0 if piggyback State of Kansas contract (only way to get our tax exempt number on the card)
<b>Card Brand</b>	Visa	Visa
<b>Fraud Protection</b>	Through Visa there is a liability waiver up to \$100,000 per cardholder.	Through Visa there is a liability waiver up to \$100,000 per cardholder.
<b>Rewards Fee per Year</b>	\$ 49.95	\$ -
<b>Rebate Rate</b>	1.0%	minimum 1.0%
<b>Rebate Details</b>	<p>Rebate is earned on every penny spent.</p> <p>Rebate is paid monthly on the 15th of the following month.</p>	<p>Rebate is earned on every penny spent.</p> <p>If piggyback the State of Kansas contract, the rate is tied to the rebate rate earned by the State of Kansas on their volume plus the volume of any entity that piggybacks their contract. The State's rebate for 2013 was 1.47%.</p> <p>Rebate is paid annually in the first quarter of the following year.</p>
<b>Software</b>	<ul style="list-style-type: none"> <li>- Print Statements</li> <li>- Enter accounting codes for statements</li> <li>- accounting codes can be preloaded for selection by cardholders</li> <li>- can have a description field</li> <li>- can have a field for attendees at meetings</li> <li>- same system used for cardholder management (order cards, change monthly limits, change card strategies, see declines, etc)</li> </ul>	<ul style="list-style-type: none"> <li>- Print Statements</li> <li>- Enter accounting codes for statements</li> <li>- accounting codes can be preloaded for selection by cardholders</li> <li>- can have a description field</li> <li>- separate system used for cardholder management (order cards, change monthly limits, change card strategies, see declines, etc)</li> </ul>
<b>Software Fees</b>	\$ -	\$ -

## City of Edgerton

### Evaluation of Purchasing Card Providers

Prepared by: Karen Kindle, Accountant

Date: 9/11/2014

Program Element	Arvest *	UMB
<b>Receipt Imaging</b>	<ul style="list-style-type: none"> <li>- Can attach PDFs of receipts</li> <li>- no additional fee for this service</li> <li>- would have to save images to our server for audit purposes</li> </ul>	<ul style="list-style-type: none"> <li>- Can attach PDFs of receipts</li> <li>- \$200/month, usually deducted from rebate</li> <li>- would have to save images to our server for audit purposes</li> </ul>
<b>Reporting</b>	System has many standard reports available <ul style="list-style-type: none"> <li>- Can create custom reports for the City</li> </ul>	System has many standard reports available <ul style="list-style-type: none"> <li>- Can create custom reports for the City</li> </ul>
<b>Length of Time Data Available in System</b>	16 months	24 months
<b>System Documentation</b>	<ul style="list-style-type: none"> <li>- Hands out guides at on-site training</li> <li>- Guide is also available on-line when logged into the software</li> </ul>	<ul style="list-style-type: none"> <li>- Hands out guides at on-site training</li> <li>- Guide is given to City and can be e-mailed to cardholders, saved in a central location, etc.</li> <li>- Guide is a PowerPoint presentation customized for the City's program.</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>- On-site</li> <li>- <u>Phase 1</u> - administrators, accounting set up, card management system</li> <li>- <u>Phase 2</u> - cardholders after 1st statement cutoff</li> <li>- If get new employees, will come back on-site to train if wanted.</li> </ul>	<ul style="list-style-type: none"> <li>- On-site</li> <li>- <u>Phase 1</u> - administrators, accounting set up, card management system</li> <li>- <u>Phase 2</u> - cardholders after 1st statement cutoff</li> <li>- if get new employees, will come back on-site to train if wanted.</li> </ul>
<b>On-going Customer Service</b>	Call the service center in Norman, OK.	<ul style="list-style-type: none"> <li>- City would be assigned an Account Manager.</li> <li>- can also call the service center in KC, MO.</li> </ul>
<b>Payment Cycle</b>	25 days to pay Example: Statements cut off on last day of month, payment due the 25th of following month	25 days to pay Example: Statements cut off on last day of month, payment due the 25th of following month
<b>Payment Method</b>	Can pay by check or have account debited automatically. Checks can be accepted at branch locations in order to make a timely payment.	Can pay by check, wire, City initiated ACH debit on the City's operating account or automatic ACH debit on the City's operating account.

City of Edgerton  
Evaluation of Purchasing Card Providers

Prepared by: Karen Kindle, Accountant  
Date: 9/11/2014

Program Element	Arvest *	UMB
Other Information	- Affiliated with the Arvest Bank branch in Gardner, who participates in community events such as Frontier Days.	- Has a user group for program administrators. Has a conference each year to go over developments in the industry, how to utilize the program more, etc. - The State of Kansas is a client as well as many other Kansas government entities and government entities in other states (Colorado, Missouri)

\* Arvest Bank's subsidiary, Security Bank Card Center, will actually be the provider.



## **PURCHASING CARD AGREEMENT**

THIS AGREEMENT, made and entered into this 25th day of September, 2014, by and between the **TOWN OF EDGERTON ("Town")**, and UMB BANK, n.a., Kansas City, Missouri ("UMB")

WHEREAS, Town requested information from UMB, a firm qualified and interested in designing, developing and implementing business procurement card programs for the Town and performing related services in connection therewith (said programs and services collectively hereinafter referred to as a "Purchasing Card Program") that will support the business processes currently utilized by the Town; and

WHEREAS, following review and evaluation of the information received by the TOWN from UMB, the TOWN desires to engage the services of UMB for a Purchasing Card Program as a cooperative governmental participant in the terms and conditions of the Contract negotiated by the State of Kansas and UMB Bank.

WHEREAS, following review and evaluation of the information received by Town from UMB, Town desires to engage the services of UMB; and

WHEREAS, UMB represents that it is duly qualified, licensed and experienced to provide Town with such services and is willing to provide the same in accordance with and subject to the terms and conditions of this Agreement; and

WHEREAS, the Town and UMB hereby agree to accept the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

### **ARTICLE I**

#### **Engagement of UMB for Services**

1.1 Town hereby engages the services of UMB for the purpose of designing, developing and implementing a Purchasing Card Program for the Town that will support the procurement processes being utilized by the personnel of the Town as of the effective date of this Agreement, and UMB hereby agrees to provide the Town with such services in accordance with and subject to the terms and conditions of this Agreement.

### **ARTICLE II**

#### **Description And Delivery Of Services To Be Provided**

2.1 The Town will designate a Purchasing Card Program Administrator as defined in Section 12.2 of this Agreement. The Purchasing Card Program Administrator will determine how each card is issued and used, consistent with the terms of this Agreement, and UMB may rely on any instructions received from the Purchasing Card Program Administrator. The Purchasing Card Program Administrator may establish and request changes to purchase controls and information in an individual's Cardholder account. Such controls and information may include, but are not limited to: expenditure limits (cycle limits) for each purchasing Card issued ("Card"), transaction limits, purchase restrictions, the names in which Cards may be issued (each individual in whose name a Card is issued is a "Cardholder"), Cardholder billing address or telephone number and termination or non-renewal of a Cardholder's account. The Cardholder and/or the Purchasing Card Administrator will immediately report lost or stolen Cards to UMB.

2.2 UMB will make available the types of controls and features for Town's Purchasing Card Program which are normally accepted as the banking "industry standard" for Purchasing Cards and which will meet the business needs of Town. Such controls and features include, but are not limited to the following:

- (a) Single dollar transaction limitations for each Card.
- (b) Transaction authorizations per day limit for each Card
- (c) Transaction authorizations per cycle limit for each Card
- (d) Total transaction dollars per cycle limit for each Card
- (e) Vendor category (SIC/MCC) blocking/de-blocking for each Card
- (f) Cash advance prohibition
- (g) Individual and Consolidated Billing Statements
- (h) Standard paper management reports
- (i) Optional personal computer-based management reporting

### **ARTICLE III**

#### **Cardholder Accounts and Payments**

3.1 Town acknowledges that all Cards issued for this Program are the property of UMB and must be surrendered to UMB upon request.

3.2 Town will make every effort to inform Cardholders of the proper usage of the Cards and will use reasonable efforts to ensure its Cardholders abide by restrictions, limitations, and policies that are applicable to their accounts, and will promptly notify UMB of lost or stolen Cards.

3.3 Town agrees to pay UMB for all transactions entered into by its employees pursuant to the terms of this Agreement and billed on a periodic monthly statement(s) by the next billing date or within 30 days of the billing date of the monthly periodic statement(s), whichever is earlier, irrespective of when or whether the goods or services purchased were received or accepted. Payment of the entire monthly statement balance in full, less any billing error disputes, will be due each month. Payments made later than 60 (sixty) days past the due date may at UMB's option result in temporary suspension of account purchasing capability, cancellation of accounts, and billing of interest and penalties. Unless expressly otherwise agreed to in writing by UMB, the maximum period of time covered by a billing period shall be one month.

3.4 Town will not have liability for unauthorized use which occurs after proper notification to UMB that a Card was lost or stolen; provided, however, that Town shall be liable for unauthorized usage unless (1) Town or the Cardholder made a good faith attempt to protect the Card from loss or theft and (2) notification was made to UMB as soon as Town was aware of the loss or theft. UMB Bank will make a good faith attempt to notify the Town of any suspicious account activity and unusual activity that may lead UMB Bank to believe that unauthorized use of a card is occurring or has occurred. Town, through its Purchasing Card Administrator will designate certain controls which will determine how each Card may be used and UMB will make reasonable efforts to ensure compliance with the controls. Town shall be liable for all Purchasing Card Program transactions made by its authorized employees; provided, however, UMB may waive Town's liability for transactions made by authorized employees outside Town's program limitations and policies if (and only to the extent that) such transactions (and the liability relating thereto) constitute "Waivable Charges" under the Visa Corporate Liability Waiver Program, a copy of which is included in this Agreement as Attachment A.



## **ARTICLE IV**

### **Term**

4.1 The initial term of this Agreement shall commence on the Effective Date and shall continue for (1) one calendar year. At the conclusion of the initial term or at the conclusion of any successive term, this agreement shall be extended by an additional (1) one-year term upon the same terms and conditions, unless otherwise modified by written agreement of the parties or notification of non-renewal is provided by either party at least 30 days prior to the termination of the initial term or any renewal term, or unless this Agreement is otherwise terminated in accordance with another provision hereof.

## **ARTICLE V**

### **Nature and Scope of Services**

5.1 UMB shall perform all duties and responsibilities necessary to provide Town with a high level of quality of services and under the requirements of this Agreement. UMB shall use its best efforts to comply with all applicable local, state and federal laws and regulations in providing services pursuant to this Agreement.

5.2 The "Basic Services" shall include those services that are consistent with and correspond to the representations UMB made to Town in its Proposals. Additional services may be provided by UMB to Town upon the terms set forth in a written request and by mutual agreement. UMB shall use its best efforts to comply with all applicable local, state and federal laws and regulations in providing services pursuant to this Agreement.

## **ARTICLE VI**

### **Compensation and Expenses**

6.1 No annual fees, transaction fees or other related costs, including, but not limited to, labor, expenses, subsistence or transportation, shall be assessed against or charged to Town by UMB for Basic Services rendered by UMB under and during the term of this Agreement. Fees or charges, interchange fees or other sums received by UMB from parties other than Town as a result of transactions associated with the Purchasing Card Program shall remain the sole right and property of UMB.

6.2 Revenue sharing on qualified net sales shall be as set forth in Exhibit B attached hereto. The terms of the rebate will be considered confidential except as the Town of Edgerton is required to disclose the terms of Exhibit B in order to comply with applicable law.

6.3 Should UMB be requested to provide additional services for the Town relative to and in connection with the purpose and requirements of this Agreement, UMB shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates mutually agreed to by the Town and UMB.

## **ARTICLE VII**

### **Assignment**

7.1 UMB may assign, transfer, convey, or otherwise dispose of this Agreement or any of its rights and obligations hereunder without the prior written consent of Town, but in no event shall such assignment, transfer, conveyance or disposition relieve UMB from liability for performance of its obligations under the terms of this Agreement.

7.2 If UMB provides certain of the Purchasing Card Program services through one or more subcontractors, such subcontractors shall at all times remain under the direction and control of UMB and not the Town, and UMB shall remain fully liable to the Town for the proper discharge of all the services required hereunder regardless of by whom they are performed.

**ARTICLE VIII**  
**Agreement Status**

8.1 This Agreement is and shall be deemed an independent contract for services and UMB and all persons providing services on behalf of UMB under this Agreement, shall be deemed independent contractors and shall not be deemed under any circumstances employees of the Town.

8.2 UMB accepts full responsibility for payment of unemployment insurance, workers compensation insurance and social security taxes as well as all income tax deductions and other taxes or payroll deductions required by law for its employees engaged in the performance of work under this Agreement.

**ARTICLE IX**  
**Amendment**

9.1 This Agreement may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the parties hereto.

**ARTICLE X**  
**Waiver of Breach**

10.1 The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver. Until complete performance or satisfaction of all provisions of this Agreement, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

**ARTICLE XI**  
**Termination**

11.1 Either party may terminate this Agreement if the other party has breached or violated any of the terms and conditions of this Agreement and fails to cure such failure within the stated period of time for cure after being notified of the same by the non-breaching party. On determination by either party that the other party has committed a breach or violation of this Agreement, the non-breaching party shall notify the other party in writing of the failure, giving the other party thirty (30) days to cure such breach. Should the other party fail to cure such breach, the non-breaching party shall then have the right to terminate this Agreement for cause by giving written notice to the other party of such termination and stating the effective date of such termination. The repeated failure of Town to promptly pay any amounts billed by and due to UMB shall constitute a breach for which only one notice and right to cure need to be given in order to enable UMB to subsequently terminate the Agreement for cause without further notice.

**ARTICLE XII**  
**Contract Administration**

12.1 All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively referred to as "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery or sent by United States mail, postage prepaid, or be sent by overnight delivery, prepaid, addressed as follows (unless otherwise notified):

TOWN: Town of Edgerton:

BANK: Cherie Hogue, VP Commercial Card Sales  
UMB Bank, n.a.  
1010 Grand Blvd  
Kansas City, Missouri 64106

12.2 The Finance Director or his designate shall act as the Purchasing Card Program Administrator for Town. UMB shall be notified in writing any time the identity of the Purchasing Card Program Administrator is changed. The Purchasing Card Program Administrator shall be responsible for all matters relating to this Agreement unless otherwise specified herein. The Purchasing Card Program Administrator shall notify UMB of any additions or deletions of departments which shall participate under this Program and any limitations or restrictions placed on the authority of each departments' designated Program, contact, and of the names of each individual to whom a Card is to be issued/sent.

### **ARTICLE XIII**

#### Governing Law

13.1 This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas.

### **ARTICLE XIV**

#### Severability

14.1 All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

### **ARTICLE XV**

#### Entire Agreement

15.1 This Agreement, together with all documents incorporated herein by reference, represents the entire agreement between Town and UMB with respect to the provision of services required of UMB for Town under this Agreement, and supersedes all prior understandings or promises, whether oral or written between the parties pertaining to or in connection with this Agreement.

### **ARTICLE XVI**

#### Force Majeure

16.1 Town or UMB shall be excused from performance under this Agreement for any period that Town or UMB is prevented from performing any services, in whole or in part, as a result of an Act of God, fire, loss of electrical power or computer service, failure of a third-party service provider or any other act or event not within the reasonable control of the party prevented from performing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and made effective the day and year first above written.

UMB BANK, n.a.

TOWN OF EDGERTON

By: \_\_\_\_\_  
Cherie Hogue, VP Commercial Card

By: \_\_\_\_\_

## **Exhibit A**

### **LIABILITY WAIVER PROGRAM - Town of Edgerton**

#### **Visa Liability Waiver Program**

The Visa® Liability Waiver Program is one of the most valuable core benefits of the UMB Visa Purchasing Card—offering the security and coverage you need to do business with complete confidence.

This program protects you against eligible losses that might be incurred through card misuse by a terminated employee. While cardholder misuse is rare, Visa has recognized that it does occur. That is why Visa continues to offer this program, which waives certain eligible charges when an employee misuses Visa Purchasing Card privileges.

#### **Visa Liability Waiver Program Benefits**

- Automatic enrollment
- No deductible and no extra cost
- No maximum cap per Company
- Coverage up to \$15,000 per cardholder
- Coverage for cash advances, officers and ghost accounts
- Simplified claim procedures

#### **What is the Visa Liability Waiver Program?**

A Company ("Company") that has established a Visa Purchasing Card account ("Account") with UMB Bank ("Bank") may request that Bank waive the Company's liability for certain charges in accordance with the Visa Purchasing Card Liability Waiver Program ("Program"). Visa has arranged insurance coverage to provide payment to Bank for covered losses and will administer the Program.

The Bank may waive the Company's liability for waivable charges up to \$15,000 per Visa Purchasing Card Cardholder and be reimbursed by the Program Underwriter ("Program Underwriter") provided both the Bank and the Company have satisfied all Program obligations.

1. Bank shall mean the Visa Member which issues Visa Purchasing Card Accounts to the Company for use by designated employees.
2. "Company" shall mean a corporation, partnership, sole proprietorship, or any other entity, which has signed a Visa Purchasing Card Account agreement with Bank, and subsequently issues Visa Purchasing Card Accounts for use by persons designated by the Company.
3. "Cardholder" means a person designated by the Company who is authorized by the Company to use the Visa Purchasing Card Account for Company business purposes only.
4. "Charges" shall mean all amounts, including cash disbursements, charged to the Company's Visa Purchasing Card Account with Bank.
5. "Affidavit of Waiver" shall mean a written request or claim form sent from the Company requesting the Bank to waive the Company's charges in accordance with the terms and conditions of the Program.
6. "Billed" or "Unbilled" with respect to any Charge shall be based upon the date of the Bank's statement.
7. "Notification of Termination" of the Cardholder's employment shall mean the date the Cardholder gives or receives oral or written notice of immediate, or pending termination, or the date the Cardholder leaves the Company's service, whichever is earlier.

#### **What are Waivable Charges?**

"Waivable Charges" shall mean Charges incurred by a Cardholder or other authorized person which:

1. do not benefit the Company directly or indirectly; and
2. (i) are Billed within seventy-five (75) days preceding Notification of Termination, or  
(ii) are incurred but Unbilled as of Notification of Termination, or

- (iii) are incurred up to fourteen (14) days after Notification of Termination; provided, however, that Bank has received a request to cancel the Cardholder Account within two (2) business days of Notification of Termination. There will be no coverage after Notification of Termination, as defined, unless notice to cancel the Cardholder Account is received by the Bank within two (2) business days; and
3. are the responsibility of the Company and/or Cardholder for payment to Bank

#### **What are not Waivable Charges?**

The following are not Waivable Charges and are not covered by the policy:

1. Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Company's outstanding shares, elected directors, or persons who are not employees of the Company.
2. Charges incurred to purchase goods or services for the Company or for the persons other than the Cardholder pursuant to the instructions of the Company, in accordance with Company policy, if those goods or services are of the type which are regularly purchased by or for the Company.
3. Charges incurred by the Cardholder after Notification of Termination unless the Bank receives a request from the Company to cancel the Account within two (2) business days of Notification of Termination. If cancellation of the Account is received by the Bank within two (2) business days, then coverage will be afforded fourteen (14) days from Notification of Termination, but not beyond.
4. Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or billed earlier than seventy-five (75) days prior to Notification of Termination.
5. Charges resulting from either a lost or stolen Visa Purchasing Card or bankruptcy/insolvency of the Company.
6. (i) Charges in excess of \$15,000 for each Cardholder from Companies with five (5) or more valid Cardholder Accounts.  
(ii) Charges in excess of \$5,000 for each Cardholder from Companies with two (2) to four (4) valid Cardholder Accounts.
7. Cash advances, after Notification of Termination, shall be limited to \$300 per day, or a maximum of \$1,000 whichever is less.
8. Charges incurred by a Cardholder after discovery by the Company of any fraudulent or dishonest act on the part of the Cardholder.

#### **What are my Company's obligations?**

The Company may request that Bank waive the Company's liability for Waivable Charges only if the Company meets all of the following requirements:

1. The Cardholder's employment is terminated, voluntarily or involuntarily.
2. The Company has one (1) or more Accounts in good standing.
3. The Company must attempt to retrieve the Visa Purchasing Card from the employee.
4. The Company must request that the Bank cancel the Account within two (2) business days of Notification of Termination, as defined. Failure to notify within two (2) business days will exclude coverage for any Charges incurred after Notification of Termination.
5. The Company must deliver to the Cardholder or send by first-class mail or fax, a written notice stating that the Account has been cancelled, that the Cardholder should immediately discontinue all use of the Account, and that the Cardholder must immediately return the Visa Purchasing Card to the Company.
6. The Company must send a completed and signed Visa affidavit of Waiver claim form with all required documentation to Bank within ninety (90) days of Notification of Termination. All claim documents must be filed with the Program Underwriter within one hundred eighty (180) days from Notification of Termination.
7. The Company will remit all such amounts to the Bank if the Company recovers any amounts for Waived Charges from any source after the Company has filed a Visa Affidavit of Waiver claim form with Bank. The Company agrees to assign any rights it may have to collect such amounts from the Cardholder to the Program Underwriter. However the Company will not be required to pay Bank any amount that exceeds the loss sustained by Bank.
8. Once a claim has been paid for a given person, no future claims will be considered.

**When are the Charges waived?**

1. Upon receipt of the Affidavit of Waiver claim form and verification that the charges are waivable, Bank will waive the Company's liability for those charges.
2. Bank will then file a claim with the Program Underwriter.
3. Any monies Bank may receive at any time from the Cardholder or any other source in respect of Waivable Charges will be used by Bank to reduce the Waivable Charges and/or the amount of any claim Bank files with the Program Underwriter.

**Other Insurance**

This program does not cover any loss which is insured by or would but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess (not exceeding the limits of this policy) beyond the amount which would have been payable under such other policy or policies including any deductible applicable thereunder had this program not been in effect.

## Exhibit B

### Fees and Revenue Sharing - Town of Edgerton,

#### **FEES**

- UMB Bank is pleased to offer this customized Visa Purchasing Card Program at no charge.
- UMB proposes a program with no annual card fees, per transaction fees or interest charges when payments are made as agreed.
- Customized distribution of statements will make it possible for delivery via the Internet or directly to cardholders or a coordinator, at no additional charge.
- There is no charge for lost/stolen card replacement.
- Customized evaluation reports will be produced to the extent possible at no additional charge.
- UMB will provide the choice of several desktop electronic MIS solutions, Visa Accounts Payable Automation, InCommand, Visa Information Management, Visa IntelliLink Spend Management-Basic Services Level or Internet statement services and reporting at no charge.
- Late Fees And Other Charges - UMB will not add late fees, or other punitive charges to the TOWN issued program accounts unless repeated and unresolved violations of the 30-day pay in full requirement occur. Rebates will be affected by repetitive late payments.
- This offer is subject to credit review and approval by UMB Bank



## Exhibit B-continued

### Fees and Revenue Sharing - Town of Edgerton

#### UMB Rebate Program

UMB Bank is offering a rebate on qualified sales volume (sales, less refunds), payable on an annual basis without reserves or minimum volume guarantees based on the total of all qualified sales of the participants in the State of Kansas cooperative purchasing card agreement. The payment of a rebate may be affected by late payments. This rebate is effective immediately at the beginning of the program implementation. The rates of rebate are listed in the table below. Qualified sales volume will be the total annual volume for all participants in the State of Kansas cooperative purchasing card agreement. There is no minimum level requirement to qualify for a rebate.

Level	Annual Volume	Rebate Level 25 day pay
A	\$00.00 to \$99,999	0.40%
B	\$100,000 to \$349,000	.51%
<b>C</b>	<b>\$350,000 to \$999,999</b>	<b>.57%</b>
D	\$1,000,000 to \$1,499,999	.59%
E	\$1,500,000 to \$2,999,999	.65%
F	\$3,000,000 to \$5,999,999	.70%
G	\$6,000,000 to \$9,499,999	.75%
H	\$9,500,000 to \$10,999,999	.85%
I	\$11,000,000 to \$13,499,999	.90%
J	\$13,500,000 to \$14,999,999	1.00%
K	\$15,000,000 to \$19,999,999	1.10%
L	\$20,000,000 to \$24,999,999	1.25%
M	\$25,000,000 to \$29,999,999	1.44%
N	\$30,000,000 to \$34,999,999	1.44%
O	\$35,000,000 to \$39,999,999	1.44%
P	\$40,000,000 to \$44,999,999	1.44%
Q	\$45,000,000 to \$49,999,999	1.44%
R	\$50,000,000 to \$54,999,999	1.44%
S	\$55,000,000 to \$59,999,999	1.44%
T	\$60,000,000 to \$64,999,999	1.44%

<b>U</b>	\$65,000,000 to \$69,999,999	1.44%
<b>V</b>	\$70,000,000 to \$74,999,999	1.44%
<b>W</b>	Over \$75,000,000	1.44%

**25 day pay rebate rates can be increased for accelerated payment cycles:**

- 6 basis points (.06%) if all accounts statement balances are paid in full within 20 days of the end of the billing period
- 13 basis points (.13%) if all accounts statement balances are paid in full within 10 days of the end of the billing period

Rebates in the proposal are guaranteed for the term of the agreement, unless substantial changes are imposed in applicable bankcard interchange reimbursement rates set by Visa Inc, U.S.A. et al. While such change is unlikely, if it occurred it would equally affect all issuers and would be outside of the control of the Issuer Banks.

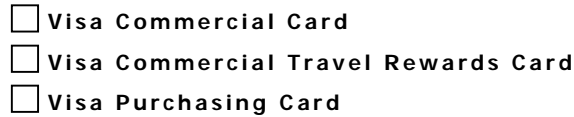
Rebates on transactions qualifying as large dollar interchange transactions may be reduced to .50% (fifty basis points).

## Exhibit C Scope of Services

UMB will provide the TOWN with a Visa Purchasing Card.

2. UMB will make available controls and restrictions on the TOWN's Purchasing Cards including:
  - Single Transaction Dollar Limit
  - Maximum Dollar Limit per month
  - Maximum Number of Transactions per day and month
  - Merchant Category Code Blocking
  - Cash Advance Blocking
  - Country Code Blocking
- 1 3. UMB will deliver all cards to:  
TO BE NAMED
4. UMB will provide the TOWN with the ability to create a hierarchy structure with up to five levels.
5. UMB will provide the TOWN with training materials in written or electronic format.
6. UMB will provide training to the TOWN either on site or via electronic means.
7. UMB will provide the TOWN with a consolidated invoice on a monthly basis which includes, at a minimum:
  - Cardholder Name
  - Merchant Name
  - Transaction Date
  - Posting Date
  - Transaction Amount
8. UMB will provide the TOWN with the ability to utilize ghost accounts, if the TOWN so chooses.
9. UMB will provide the TOWN with an internet-based application to order new cards.
10. UMB will provide the TOWN with access to an online reconciliation tool to re-allocate transactions.
11. UMB will work with the TOWN to establish a mutually acceptable process for interfacing transaction data into the TOWN's accounting software.
12. UMB will provide the TOWN with access to account statements online.
13. UMB will provide the TOWN with access to Visa Intellilink or InCommand, UMB's transaction management tool.

14. UMB will utilize a neural network model to monitor transactions for potential fraud.
15. UMB will provide the Visa Liability Waiver Program to the TOWN.
16. UMB will provide the TOWN with a report containing all pertinent information about P-Card transactions for 1099 reporting purposes.
17. UMB will pay the TOWN an annual rebate in accordance with Exhibit B.
18. The TOWN will pay UMB for all transactions within 30 days of the statement date.
19. The TOWN will monitor transactions for fraudulent transactions.
20. The TOWN will notify UMB immediately of any unauthorized charges or lost or stolen cards.
21. The TOWN will designate one or more program administrators who UMB is authorized to accept any request from pertaining to the cards.



Associate ID No. \_\_\_\_\_

UMB complies with Section 326 of the U.S.A. Patriot Act. This law mandates that we collect and verify certain information about you while processing your account application. Please contact a bank representative if you have questions.

## COMPANY INFORMATION

Company Name						
Street Address (Physical Address; no P.O. Box)						
City, State, ZIP Code						
Web Page Address						
Mailing Address (if different from above)					City/State/Zip	
SIC Code		Gross Annual Revenue \$		Tax Identification Number (required)		
Nature of Business			Year Established		Number of Employees	
Organizational Structure		<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Government Entity
Company Telephone Number (    )			Company Fax Number (    )			
Location of Primary Trade Area		<input type="checkbox"/> Local Only	<input type="checkbox"/> Statewide	<input type="checkbox"/> Multi-State	<input type="checkbox"/> Regional	<input type="checkbox"/> National <input type="checkbox"/> International
Card Coordinator				E-Mail Address		
Company Official to Receive Statements				E-Mail Address		
Company Official to Receive Mgmt Reports				E-Mail Address		

## FINANCIAL REFERENCES

Principal Bank Name		Checking Account No.		Telephone (    )	
Address		City/State/Zip		Primary Officer	
Account Types	<input type="checkbox"/> Checking	<input type="checkbox"/> Investments	<input type="checkbox"/> Cash Management	<input type="checkbox"/> Loans	<input type="checkbox"/> Bankcard Deposits
Secondary Bank Name		Checking Account No.		Telephone (    )	
Address		City/State/Zip		Primary Officer	
Account Types	<input type="checkbox"/> Checking	<input type="checkbox"/> Investments	<input type="checkbox"/> Cash Management	<input type="checkbox"/> Loans	<input type="checkbox"/> Bankcard Deposits
Business or Trade Reference				Telephone (    )	
Address		City/State/Zip			

## AGREEMENT & ACCEPTANCE

The business entity (the "Company") identified in this Application hereby requests UMB Bank, n.a., Kansas City, Missouri, or its successors or assigns ("UMB" or "Issuer"), to establish a credit card authority for the Company pursuant to which Issuer will open one or more credit card accounts ("Account(s)") in the name of the Company and will issue one or more commercial credit cards or card numbers ("Card(s)") to the Company and/or employees or agents of the Company (collectively, "Employees") to be used for Company-related business, commercial or agricultural purposes. The person who signs this Application on behalf of the Company represents he or she is duly authorized by the Company to sign this Application and to bind the Company to the Provisions and Terms Governing Accounts, as set forth on the following page.

The Company authorizes Issuer to investigate the Company's creditworthiness and payment history and to otherwise verify the information contained in this Application. The Company certifies that all information contained in this Application is true and correct.

\_\_\_\_\_, a \_\_\_\_\_ organized under \_\_\_\_\_ law.  
Name of Company                      Type of Business Entity                      State

BY: \_\_\_\_\_

Signature of Authorizing Officer	Printed Name of Authorizing Officer	Date Signed
_____	_____	_____

*See page 3 for important rates,  
fees and other cost information.*

OFFICE USE ONLY		
LOAN TYPE <input type="checkbox"/> T <input type="checkbox"/> P <input type="checkbox"/> U	GAR	Company ID

## PROVISIONS & TERMS GOVERNING ACCOUNTS

Thank you for completing this Application for a Visa Commercial / Purchasing Credit Card. Please keep a copy of this Application, after it has been completed and signed and before it is delivered to Issuer. Issuer will retain this Application whether or not it is approved.

If this Application is approved, Issuer will inform the Company of the amount of the Company's credit card authority. Issuer will rely on the information provided in this Application and any attached sheets regarding (a) the number of Accounts to open; (b) the requested controls for each Account; (c) the identity of Employees, if any, whose names are to be printed on Cards, in addition to the Company's name; (d) where to send copies of the Monthly Statements for each Account; and, (e) other pertinent information. Issuer will then issue Cards in accordance with the credit authority established for the Company. Subsequently, the Company may give Issuer notice of the same information for additional Employees authorized to use Cards, requested changes in controls for Accounts, and of termination by the Company of an Employee's authorization to use a Card. A termination notice should be accompanied by the Employee's Card, cut in half. Issuer will not be obligated to recognize changes, additions, deletions or other information contained in a notice until after receiving the notice and having had a reasonable period of time thereafter to act thereon.

Upon the issuance of Cards, as set forth herein, (i) the Company, by using or authorizing Employees to use cards, will be deemed to be in agreement, and will comply, with all of the terms and conditions stated in the Cardholder Agreement (the "Agreement") that will accompany the Cards; (ii) the Company will instruct Employees who use Cards to use them in accordance with the Agreement; (iii) the Company will pay when due all charges made to each Account; (iv) Issuer may answer questions and give information to others concerning Issuer's credit experience with the Company.

## NAMES OF INDIVIDUALS TO BE ISSUED SEPARATE CARDS

Please print. Use separate sheet in necessary.

Name		
Title	Requested Credit Limit \$	Social Security Number – Last 4 Digits
Name		
Title	Requested Credit Limit \$	Social Security Number – Last 4 Digits
Name		
Title	Requested Credit Limit \$	Social Security Number – Last 4 Digits
Name		
Title	Requested Credit Limit \$	Social Security Number – Last 4 Digits

## ACCOUNT SET UP

**Check A or B:** A. ☐ Individual Billing (will allow individual cardholders to redeem points if enrolled in the Rewards Program) or  
B. ☐ Consolidated Billing

**Check C (optional):** C. ☐ Set Spending Controls on Purchasing Card. If checked, a member of the Commercial Card Services team will contact you.

**Check D (optional):** D. ☐ Travel Rewards Program (available on Visa Commercial Card only - \$50 Annual Fee per Card applies; see disclosures for details)

COMPANY NAME TO APPEAR ON CARDS (19 CHARACTERS): \_\_\_\_\_

☐ Completed Application    ☐ Organization Resolution and Agreement for Credit Card Program

☐ Guaranty Form (required for companies open less than 2 years)    ☐ Personal Financial Statement (required for companies open less than 2 years)

☐ Company Balance Sheet and Income Statement for last two fiscal years (required for aggregate credit lines over \$3,500)

**Mail completed application and documentation to:** Card Services  
Commercial Card Department  
P.O. Box 410436  
Kansas City, MO 641641-0436.

## DISCLOSURE INFORMATION

Annual Percentage Rate ("APR") for Purchases	Visa Commercial / Purchasing Credit Card: <b>16.25%</b> Visa Commercial Travel Rewards Credit Card: <b>12.15%</b> Each APR is a variable rate, as explained below.
Other APRs	<b>Cash Advance APR</b> Visa Commercial / Purchasing Credit Card: 20.25% Visa Commercial Travel Rewards Credit Card: 16.15% Each is a variable rate, as explained below.
Variable Rate Information	Your APR may vary. The regular APR for Purchases is determined monthly by adding 8.00% to the Prime Rate for the UMB Visa Commercial/Purchasing Credit Card and 3.90% to the Prime Rate for the UMB Visa Commercial Travel Rewards Credit Card. The regular APR for Cash Advances is determined monthly by adding 12.00% to the Prime Rate for the Visa Commercial/Purchasing Credit Card and 7.90% to the Prime Rate for Visa Commercial Travel Rewards Credit Card. The Prime Rate will never be less than 5.25%. See explanation below <sup>1</sup> .
Grace Period for Repayment of the Balance of Purchases	At least 25 days when you pay your balance in full each month
Method of Computing Balance for Purchases	Two-cycle average daily balance (including new purchases)
Annual Membership Fee	UMB Visa Commercial/Purchasing Credit Card: None UMB Visa Commercial Travel Rewards Credit Card: \$50 per Card
Minimum Finance Charge	Fifty cents (\$0.50)
Other Fees	Late Fee: From \$15 to \$39, depending on the amount of the New Balance Cash Advance Fee: 3% of Cash Advance amount (\$10 minimum, no maximum) Other fees may apply.

<sup>1</sup> The Prime Rate used to determine the APR for Purchases and for Cash Advances is the highest Prime Rate published in *The Wall Street Journal* on the fifteenth (15th) day of each month, or the next business day, if the 15th falls on a weekend or holiday, provided, however, that the Prime Rate used to determine the APR for Purchases and for Cash Advances will never be less than 5.25%. The periodic rate finance charge for Purchase Advances and Cash Advances will not exceed 25% Annual Percentage Rate.

**IMPORTANT:** The information about the costs of the cards described above is accurate as of August 1, 2007, the date this document was most recently revised. This information may have changed after that date. To find out what may have changed, write to us at UMB, Post Office Box 410436, Kansas City, Missouri 64141-0436 or call 888-494-5141.

The Federal Government requires all financial institutions to provide the following notice to commercial applicants with gross revenues of one million dollars or less.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of Currency (O.C.C.), Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

If an application for business credit is denied, the applicant has the right to a written statement of the specific reasons for the denial. To obtain the statement, the applicant should contact UMB Bank Commercial Card Services, P.O. Box 419226, Kansas City, Missouri 64141-6226, or a Commercial Card Services Representative at 888-494-5141 within 60 days from the date the applicant is notified of our decision. A written statement of reasons for the denial will be sent within 30 days of receiving the request.

# **ORGANIZATION RESOLUTION AND AGREEMENT FOR CREDIT CARD PROGRAM**

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

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").
2. That at a meeting of the governing body of the Organization duly held on \_\_\_\_\_ (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

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

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

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

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

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

**IN WITNESS WHEREOF**, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

## **RECORDKEEPER**

**Signature by Secretary, Assistant Secretary, or other  
Person certifying to this Resolution and Agreement**

\_\_\_\_\_  
Signature  
Name:  
Title:

## **ADDITIONAL OFFICER**

**Signature by Second Person, certifying to incumbency  
of Recordkeeper**

\_\_\_\_\_  
Signature  
Name:  
Title:

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



### Additional Signatures of Members, Partners or Other Required Persons

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

---

Signature

Name:

Title:

---

Signature

Name:

Title:

---

Signature

Name:

Title:

---

Signature

Name:

Title:

---

Signature

Name:

Title:

---

Signature

Name:

Title:

---

Signature

Name:

Title:

---

Signature

Name:

Title:

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

- **Corporation:** The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- **Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor:** All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- **Governmental Entity:** The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Final Acceptance of the 2014 Street Maintenance Program

**Department:** Public Works

**Background/Description of Item:** On July 24, 2014 Edgerton City Council approved the contract with Vance Brothers to construct the 2014 Street Maintenance Program. The original bid amount was \$48,478.22. Staff approved Change Order No. 1 in the amount of \$360.00 due to an increase in line item quantity of KDOT Cover Material. Final cost of the project was \$48,838.72.

The 2013 Audit of Financial Statements shows a balance of \$164,128 in the Special Highway Fund. The approved 2014 budget for Special Highway Fund includes \$130,000 allocated for contractual services. During preparation of the recommended 2015 budget, staff anticipated \$51,859 for 2014 Street Maintenance Program. Final project cost came in under the allocated budget.

The 2014 Street Maintenance Program is now complete. The City's Construction Inspector with BG Consultants has indicated that the project has been completed in general conformance to the plans and specifications approved by the City Of Edgerton. Staff recommends final acceptance of the project in order to release final payment to the contractor and begin the warranty period.

Enclosure: Email from BG Consultants regarding completion  
Special Highway 2014-2015 budget

**Recommendation:** Approve Final Acceptance of the 2014 Street Maintenance Program and authorize final payment

**Funding Source:** Special Highway Fund

Prepared by: Beth Linn, City Administrator  
Date: October 20, 2014

## Beth Linn

---

**From:** Jon Carlson <jon.carlson@bgcons.com>  
**Sent:** Monday, October 20, 2014 3:05 PM  
**To:** Beth Linn  
**Cc:** David Hamby; Dan Harden  
**Subject:** Final Acceptance 2014 Street Improvements

Beth,

To the best of my knowledge the 2014 Street Improvements – Sealing Phase has been completed in general conformance to the Project Manual prepared by the City of Edgerton.

The project can be accepted by the City Council at their discretion.

Respectfully,



**Jon Carlson** | Senior Construction Inspector  
BG Consultants, Inc.  
1405 Wakarusa Drive | Lawrence, KS 66049  
P: 785.749.4474 | F: 785.749.7340  
[www.bgcons.com](http://www.bgcons.com)

**City of Edgerton**  
**Special Highway Fund**  
**2015 Budget**

	<u>2014 Estimate</u>	<u>2015 Proposed</u>
Beginning Balance 1/1	\$ 168,128	\$ 131,992
Revenues	\$ 43,340	\$ 43,690
Expenditures	<u>\$ (79,476)</u>	<u>\$ (100,453)</u>
Revenues Over (Under Expenditures)	\$ (36,136)	\$ (56,763)
Ending Balance, 12/31 Projected	<u><u>\$ 131,992</u></u>	<u><u>\$ 75,229</u></u>

**Expenditure Detail:**

2014 Chip & Seal	\$ 51,859	
Edgewood Cut Outs	\$ 27,617	
2015 Chip Seal		\$ 28,033
CARS Project w/Johnson County (Edgewood/207th)		\$ 42,420
Prepwork at 7th/6th/Heather Knoll)		\$ 30,000
	<u><u>\$ 79,476</u></u>	<u><u>\$ 100,453</u></u>

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Purchase of Motor Grader

**Department:** Public Works

**Background/Description of Item:** In 2010, the Edgerton City Council adopted a Vehicle and Equipment Replacement Policy. The stated purpose of the policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement; to provide a framework for decision relating to replacement; and to act as a budgeting guide for the Governing Body and staff.

Staff presented the 2014 Annual Vehicle and Equipment Inventory in April. During the last budget work session, staff reviewed the proposed 2014 and 2015 Vehicle and Equipment purchases. Staff recommended the purchase of two significant pieces of equipment: tandem axle snow plow and a motor grader. On August 14, 2014, Edgerton City Council approved the purchase of the snow plow. The snow plow is expected to arrive in approximately the next 30 days. Staff has completed the research for recommended purchase of the motor grader.

The City of Edgerton Public Works would use the motor grader for many operations including snow removal, grading of ditches carrying storm water, edgework along roadways, skim coating, etc. Currently Edgerton staff would have to rent a grader to perform these operations.

In an effort to be fiscally responsible with the dollars for vehicle and equipment replacement, staff researched several previously owned Caterpillar units that would meet Public Works' needs. Purchasing a previously owned piece of equipment allows the price to drop significantly while still providing a valuable tool to public works. The graders ranged from \$276,800 to \$139,600 in price depending on the age of the equipment, amount of usage, maintenance issues, attachments etc.

Staff recommends the purchase of a Caterpillar 2012 12M2 Motor Grader. This unit is sold by Foley Equipment out of Olathe. The price of the grader is \$240,000. Staff requested Caterpillar finance the purchase through the lease-to-own financing program. Lease-to-own allows Edgerton to spread the purchase price of the grader over five years with a very competitive fixed interest rate of 2.7%. The financing package includes 5 years of annual or semi-annual payments with no balloon payment at the end. It also includes the basic maintenance plan for 5000 hours of 20 services and the equipment protection plan for powertrain and hydraulics for 5 years. Total amount financed would be \$255,150.

Please find enclosed the Vehicle and Equipment Reserve Fund Summary and Vehicle/Equipment Inventory which includes the purchase of the motor grader.

Enclosure:     Vehicle and Equipment Reserve Fund Summary  
                     Vehicle/Equipment Inventory  
                     Finance Proposal from Caterpillar for Annual and Semi-Annual Payments  
                     Specifications of Caterpillar 2012 12M2 Motor Grader (will be provided at council meeting)

**Related Ordinance(s) or Statute(s):**

**Recommendation:** Approve Purchase of Motor Grader

<b>Funding Source:</b> Vehicle and Equipment Reserve Fund
---

Prepared by: Beth Linn, City Administrator  
Date: October 22, 2014

City of Edgerton  
Vehicle & Equipment Replacement  
Fund Summary  
As of 10-21-2014

**Fund 13 - General Equipment Reserve Fund**

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 102,584	\$ 80,707	\$ 31,390	\$ (37,123)	\$ (37,000)	\$ (11,877)
Transfers in from Other Funds	234,250	79,250	79,250	79,250	79,250	79,250	79,250
Vehicle/Equipment Purchases	(205,636)	(101,127)	(128,567)	(147,763)	(79,127)	(54,127)	(16,000)
Ending Balance, 12/31	\$ 102,584	\$ 80,707	\$ 31,390	\$ (37,123)	\$ (37,000)	\$ (11,877)	\$ 51,373

**Fund 27 - Water Equipment Reserve Fund**

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 148,970	\$ 87,588	\$ 72,588	\$ 9,558	\$ 1,176	\$ 1,176	\$ 1,176
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(61,382)	(15,000)	(63,030)	(8,382)	-	-	-
Ending Balance, 12/31	\$ 87,588	\$ 72,588	\$ 9,558	\$ 1,176	\$ 1,176	\$ 1,176	\$ 1,176

**Fund 37 - Sewer Equipment Reserve Fund**

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 42,288	\$ 34,288	\$ (13,742)	\$ (22,124)	\$ (22,124)	\$ (72,124)
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(31,682)	(8,000)	(48,030)	(8,382)	-	(50,000)	-
Ending Balance, 12/31	\$ 42,288	\$ 34,288	\$ (13,742)	\$ (22,124)	\$ (22,124)	\$ (72,124)	\$ (72,124)

**Notes:**

Transfers In number for 2014 is what was included in the 2014 budget except for (1) General, which is what was included in the budget plus \$150,000 for the dump truck to be purchased outright using a transfer from the General Fund's unencumbered fund balance; and (2) water. Due to the projected balance in the equipment reserve fund for water, the 2014 transfer won't be made. The amount for 2015 is the amount to be included in the 2015 budget as of this date. The amounts in years beyond 2015 are left the same as the 2015 amount.

City of Edgerton  
Vehicle Equipment Inventory  
Request for Surplus As of 10-21-2014

Equipment Description	Equip Type	Purchase Year	Model Year	Current Mileage/ Hours	Est. Yearly Mileage/ Hours	Usage Frequency	General Condition	Effectiveness	Plan to Surplus in Repl Year? Y or N	Projected Replacement Cost	Updated Est. Replacement Year
Ford F-250 2WD #104	Vehicle	2005	2000	126,299	3,300	Replaced	Poor	Needs Replaced	Y	\$ 25,400	2014
Ford F-150 2WD #102 (to Parks in 2014)	Vehicle	2003	1998	162,467	9,579	Daily	Fair	Somewhat	Y	\$ 21,000	2021
Ford F-250 4WD #105	Vehicle	2005	2001	115,938	4,914	Daily	Fair	Somewhat	Y	\$ 25,400	2017
Ford Ranger #103 (Charlie)	Vehicle	1999	1999	88,963	5,245	Daily	Poor	Effective	Y	\$ 22,000	2015
Ford F-250 4WD #101	Vehicle	2000	2000	89,663	7,155	Daily	Good	Effective	Y	\$ 26,000	2016
Chevrolet 2 Wheel	Vehicle	2012	2003	20,491	3,624	Daily	Good	Effective	Y	\$ 21,000	2021
Ford F-350 4WD #107	Vehicle	New Req	New Req	NA	NA	Daily	New Req	New Req	NA	\$ 23,300	2014
Snow Plow (on truck #101)	Plow	?	?	NA	NA	Seasonally	Fair	Effective	Y	\$ 5,000	2016
Snow Plow (on truck #104)	Plow	?	?	NA	NA	Seasonally	Fair	Effective	Y	\$ 5,000	2014
Snow Plow (on truck #105)	Plow	?	?	NA	NA	Seasonally	Fair	Effective	Y	\$ 5,000	2017
Snow Plow (on truck #107)	Plow	New Req	New Req	NA	NA	Seasonally	Fair	Effective	Y	\$ 5,000	2014
Ford L-8000 Dump Truck	Heavy Truck	2002	1990	160,895	2,788	Monthly	Fair	Effective	Y	\$ 100,000	2021
Ford F-450 SD Bucket Truck	Heavy Truck		1991	70,083	33	Monthly	Fair	Effective	Y	\$ 20,000	2021
Ford F-750	Heavy Truck	2011	2011	2,301	2,301	Monthly	Excellent	Very Effective	Y	\$ 90,000	2025
Large Dump Truck w/Plow and Spreader	Heavy Truck	New Req	New Req						Y	\$ 150,000	2014
Road Grader	Heavy Truck	New Req	New Req						Y	lease 15-19	lease 15-19
GMC Big Wheels (sludge truck)	Heavy Truck	1990	1977	28,210	0	Never	Poor	Surplus	Y	Not Replacing	Not Replacing
Chevy C-70 Single Axle Dump Truck	Heavy Truck	1993	1986	84,659	64	Never	Poor	Surplus	Y	Not Replacing	Not Replacing
GMC 7000 Jet/Vac Combo Diesel	Heavy Truck		1987	18,643	0	Never	Poor	Surplus	Y	Not Replacing	Not Replacing
Rosco Sta Pac III Roller	Equipment	?	1990	NA	0	Seasonally	Good	Somewhat	Y	\$ 29,000	2014
Case 580 Super K (backhoe)	Equipment	1993	1993	2,031	101	Daily	Fair	Effective	Y	\$ 70,000	2016
Elgin Pelican Street Sweeper	Equipment	?	1992	4,763	88	Monthly	Fair	Effective	Y	\$ 55,000	2017
Case 1840 Uni-Loader	Equipment	?	1995	1,088	72 ??	Daily	Fair	Effective	Y	\$ 44,500	2016
Toro Zero-Turn Diesel (mower)	Equipment	2007	2007	179	44	Seasonally	Good	Effective	Y	\$ 8,000	2014
Ditch Witch Trencher J-20	Equipment	1980	1970	699	0	Never	Poor	Surplus	Y	Not Replacing	Not Replacing
John Deere 650 Mid-size Tractor (mower)	Equipment	?	1987	1,804	23	Seasonally	Fair	Effective	Y		2022
Sewer Equipment Sewer Jet (trailer)	Equipment	2009	2009	46	15	Monthly	Excellent	Very Effective	Y	\$ 50,000	2019
Simplicity 32 walk behind mower (Codes)	Equipment	2010	2010	?	?	Seasonally	Excellent	Very Effective	Y	\$ 3,000	2022
Simplicity 60 Zero turn mower	Equipment	2012	2012	95	95	Seasonally	Excellent	Very Effective	Y	\$ 8,000	2020
Ferris 60 zero turn mower	Equipment	2012	2012	49	49	Seasonally	Excellent	Very Effective	Y	\$ 8,000	2020
Spread Master Chipper	Equipment	?	1960	NA	0	Never	Poor	Surplus	Y	Not Replacing	Not Replacing
FMC Sewer Jetter (trailer)	Equipment	?	1980	510	0	Never	Poor	Surplus	Y	Not Replacing	Not Replacing
John Deere 316 Garden Tractor (mower)	Equipment	1997	1982	NA	0	Never	Poor	Surplus	Y	Not Replacing	Not Replacing
60 Inch Zero Turn Mower (BBCWWTP)	Equipment	New Req	New Req	New Req		Seasonally	New Req	New Req	NA	\$ 8,000	2015
New Water Meters (750)	Equipment	1980 +	1980 +	NA	NA	Daily	Poor	Somewhat	Y	Multi-yr Replace 2014-2016	Multi-yr Replace 2014-2016
New Radios (#__)	Equipment	1995/2007	1995/2007	NA	NA	Daily	Poor	Obsolete	Y	\$ 8,000	2014
Storm Siren - Manor Park	Storm Siren	1991	1991	NA	NA	Occasionally	Good	Effective	Y	\$ 25,000	2021
Storm Siren - 900 W. Braun	Storm Siren	1999	1999	NA	NA	Occasionally	Good	Effective	Y	\$ 25,000	2021
Storm Siren - 191st & Dillie	Storm Siren	New Req	New Req	New Req	NA	Occasionally	New Req	New Req	Y	\$ 25,000	2016
Storm Siren - 199th & Homestead	Storm Siren	New Req	New Req	New Req	NA	Occasionally	New Req	New Req	Y	\$ 25,000	2017
Storm Siren - IMF Lift Station	Storm Siren	New Req	New Req	New Req	NA	Occasionally	New Req	New Req	Y	\$ 25,000	2015
Storm Siren - 207th & Columbine Cemetary	Storm Siren	New Req	New Req	New Req	NA	Occasionally	New Req	New Req	Y	\$ 25,000	2018

**Notes:**  
Items to be surplusd: revenue from surplusd items will be deposited in the Equipment Reserve Funds according to the allocation percentages.

= Purchase approved by Council and is in progress or completed.  
 = Surplus approved by Council in 2014.



## Caterpillar Financial Services Corporation

## Finance Proposal

- Annual pymts  
 - 5 yrs  
 - no balloon  
 - incl warranty  
 & maint  
 - own @ end

## CUSTOMER

Name: City of Edgerton 12M2 Full Payout Lease Annual Pay

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:

Acknowledged by ..... Jan-09-15  
 Funded by ..... Jan-09-15

## DEALER

FOLEY EQUIPMENT COMPANY

Sales person .....  
 Dealer contact .....  
 Telephone .....

Quote number ..... 438-2903  
 Fax number .....  
 Quote date ..... 10/13/2014  
 Quote time ..... 12:33:26

## FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 5 Annual  
 Payments ..... in Arrears

Quoted by ..... OwensK  
 Report created by ..... OwensK

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
USED	12M2	500	1	254,900.00	255,150.00	54,127.33	1.00	2.7000

Special Conditions:

12M2

Serial Number - F9M00170, Model Year - 2012, Standard Environment; Major  
 Attachments-Air Conditioning, Cab; Blades/Buckets/Rippers-Straight Blade

## CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

City of Edgerton 12M2 Full Payout Lease Annual Pay

Date

**EXHIBIT 2**  
**Concluding Payment Schedule to**  
**Governmental Agreement**

Quote number ..... 438-2903

Dated \_\_\_\_\_, 20\_\_\_\_

between  
Caterpillar Financial Services Corporation  
and  
City of Edgerton 12M2 Full Payout Lease Annual Pay

Description of Unit: 1 Caterpillar 12M2 serial # F9M00170

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 2.70000%	Concluding Payment (*)
Nov-20-14	0	255,150.00	0.00	0.00	0.00	255,150.00
Feb-15-15	1	255,150.00	54,127.33	0.00	1,626.59	202,649.26
Feb-15-16	2	202,649.26	54,127.33	0.00	5,471.53	153,993.46
Feb-15-17	3	153,993.46	54,127.33	0.00	4,157.83	104,023.96
Feb-15-18	4	104,023.96	54,127.33	0.00	2,808.65	52,705.28
Feb-15-19	5	52,705.28	54,127.33	1.00	1,423.05	0.00
<b>t o t a l</b>			<u>270,636.65</u>	<u>1.00</u>	<u>15,487.65</u>	

(\*) Does not include any rent payment or other amount then due.

Initialed: \_\_\_\_\_  
(Lessee)

## Caterpillar Financial Services Corporation

## Finance Proposal

- Semi Annual Pmt  
 - 5 yrs  
 - no balloon  
 - incl warranty  
 + maint  
 - own @ each

## CUSTOMER

Name: City of Edgerton 12M2 Full Payout Lease Semi-Annual

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:

Acknowledged by ..... Jan-09-15  
 Funded by ..... Jan-09-15

## DEALER

FOLEY EQUIPMENT COMPANY

Sales person .....  
 Dealer contact .....  
 Telephone .....

Quote number ..... 438-2896  
 Fax number .....  
 Quote date ..... 10/10/2014  
 Quote time ..... 16:05:24

## FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 10 Semiannual  
 Payments ..... in Arrears

Quoted by ..... OwensK  
 Report created by ..... OwensK

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
USED	12M2	500	1	254,900.00	255,150.00	27,254.53	1.00	2.7000

## Special Conditions:

12M2

Serial Number - F9M00170, Model Year - 2012, Standard Environment; Major  
 Attachments-Air Conditioning, Cab; Blades/Buckets/Rippers-Straight Blade

## CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

City of Edgerton 12M2 Full Payout Lease Semi-Annual

Date

**EXHIBIT 2**  
**Concluding Payment Schedule to**  
**Governmental Agreement**

Quote number ..... 438-2896

Dated \_\_\_\_\_, 20\_\_\_\_

between  
Caterpillar Financial Services Corporation  
and  
City of Edgerton 12M2 Full Payout Lease Semi-Annual

Description of Unit: 1 Caterpillar 12M2 serial # F9M00170

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 2.70000%	Concluding Payment (*)
Nov-20-14	0	255,150.00	0.00	0.00	0.00	255,150.00
Feb-15-15	1	255,150.00	27,254.53	0.00	1,626.58	229,522.05
Aug-15-15	2	229,522.05	27,254.53	0.00	3,098.55	205,366.07
Feb-15-16	3	205,366.07	27,254.53	0.00	2,772.44	180,883.98
Aug-15-16	4	180,883.98	27,254.53	0.00	2,441.93	156,071.38
Feb-15-17	5	156,071.38	27,254.53	0.00	2,106.96	130,923.81
Aug-15-17	6	130,923.81	27,254.53	0.00	1,767.47	105,436.75
Feb-15-18	7	105,436.75	27,254.53	0.00	1,423.40	79,605.62
Aug-15-18	8	79,605.62	27,254.53	0.00	1,074.67	53,425.76
Feb-15-19	9	53,425.76	27,254.53	0.00	721.25	26,892.48
Aug-15-19	10	26,892.48	27,254.53	1.00	363.05	0.00
<b>total</b>			<u>272,545.30</u>	<u>1.00</u>	<u>17,396.30</u>	

(\*) Does not include any rent payment or other amount then due.

Initialed: \_\_\_\_\_  
(Lessee)

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Change Order No. 2 Edgerton Quiet Zones Project (Nelson Street and 199<sup>th</sup> Street)

**Department:** Public Works

**Background/Description of Item:** On February 24, 2011, the Edgerton City Council approved an Agreement for Consulting Services with Olsson Associates for the Professional Design Services of the Edgerton Quiet Zones. The agreement included the design of the two quiet zones located on Nelson Street near Edgerton Lake and on 199<sup>th</sup> Street just east of Highway 56. Both Quiet Zone Projects are included in Stage 1 of the Financing Plan for the Burlington Northern Santa Fe (BNSF) Intermodal/Logistics Park KC (LPKC).

In October 2013, Edgerton City Council awarded the construction contract to Kansas Heavy Construction. City Council approved final acceptance for the original portion of the project on August 14, 2014 as constructed, not as designed.

In June 2014, the City of Edgerton was officially notified by the Federal Railroad Administration (FRA) that the supplemental safety measures (raised medians, signage, etc.) installed along 199th Street and Nelson Street do not meet the federal guidelines for the establishment of a Quiet Zone.

The City of Edgerton has worked closely with the FRA to compile a list of corrections that need to be made for the quiet zones to meet the required guidelines. Please find enclosed that list of construction items needed to correct the quiet zones. Kansas Heavy Construction has provided the City with a cost estimate of \$19,735 for the work to be completed.

Kansas Heavy Construction anticipates construction in early November. Once the construction is complete, the City will re-file the required Notice of Establishment and begin the 21-day waiting period for the establishment of a quiet zone corridor at 199th Street and Nelson Street. Staff anticipates the construction and 21-day waiting period to be complete before the end of the year.

**Related Ordinance(s) or Statute(s):**

**Recommendation:** Approve Change Order No. 2 in amount of \$19,735 for Edgerton Quiet Zones Project (Nelson Street and 199<sup>th</sup> Street)

**Funding Source:** Public Infrastructure Fund

Prepared by: Beth Linn, City Administrator  
Date: October 22, 2014



## Supplemental Quantities

Date: 9/15/2014

Client:

City of Edgerton, Kansas

Project:

Nelson and 199th Street Quiet Zone Improvements

OA Project Number:

011-1417

Item No.	Description	Quantity	Unit	Unit Cost \$	Cost \$
<b>Roadway Construction</b>					
1	Demolition and Removal of Median Taper	1	EA	\$3,000.00	\$3,000.00
2	2" Asphaltic Concrete Surface KDOT HMA Commercial Grade (Class A)	0.9	SY	320.00	288.00
3	Concrete Median Full Height 8"	2.0	SY	150.00	300.00
4	Concrete Median Taper	1.1	SY	270.00	297.00
5	Barrier Blocks - 4 foot long	25	EA	400.00	10,000.00
6	Railway Flagger	2	DAILY	1,000.00	2,000.00
<b>Traffic</b>					
7	Traffic Control	1	LS	1,150.00	1,150.00
8	At Grade Railroad Crossing Advance Warning Sign (W10-2)	3	EA	230.00	690.00
9	No Train Horn Sign (W10-9P)	3	EA	230.00	690.00
10	Sign Post Assembly	3	EA	120.00	360.00
11	24" White Pavement Marking Paint	24	LF	40.00	960.00

Total Construction Cost: \$19,735.00