

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
October 27, 2022
7:00 P.M.**

Call to Order

1. **Roll Call** _____ Roberts _____ Longanecker _____ Lewis _____ Beem _____ Lebakken
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. Approve Minutes from October 13, 2022 Regular City Council Meeting

Motion: _____ Second: _____ Vote: _____

Regular Agenda

5. **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.
6. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

Business Requiring Action

7. **CONSIDER RESOLUTION NO. 10-27-22A PROVIDING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT, ADOPTING A PLAN FOR DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES AND ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING (DWYER FARMS RURAL HOUSING INCENTIVE DISTRICT)**

Motion: _____ Second: _____ Vote: _____

8. CONSIDER AN AGREEMENT WITH GLOBAL PAYMENTS DIRECT, INC., FOR MERCHANT CREDIT CARD PROCESSOR SERVICES

Motion: _____ Second: _____ Vote: _____

9. CONSIDER A 4-YEAR LEASE AGREEMENT WITH LEAF CAPITAL FUNDING, LLC AND A MAINTENANCE AGREEMENT WITH MAPS, INC., FOR MULTI-FUNCTION PRINTERS/COPIERS FOR CITY OFFICES LOCATED AT 312 E NELSON ST. (STUDIO B), 710 E NELSON ST. (PUBLIC WORKS), 20600 HOMESTEAD LN. (WASTEWATER TREATMENT PLANT) AND 404 E. NELSON ST. (CITY HALL CHECK PRINTER)

Motion: _____ Second: _____ Vote: _____

10. PUBLIC HEARING REGARDING RESOLUTION NO. 10-27-22B AUTHORIZING THE COMPLETION OF AN APPLICATION TO THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT REGARDING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND

11. CONSIDER RESOLUTION NO. 10-27-22B AUTHORIZING THE COMPLETION OF AN APPLICATION TO THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT REGARDING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND

Motion: _____ Second: _____ Vote: _____

12. CONSIDER ADOPTION OF THE 2023-2027 CIP BUDGET

Motion: _____ Second: _____ Vote: _____

13. Report by the City Administrator

- 3rd Quarter Community Development Report
- Snow & Ice Presentation

14. Report by the Mayor

15. Future Meeting Reminders:

- November 8th: Planning Commission Meeting – 7:00PM
- November 10th: City Council Meeting – 7:00PM
- December 8th: City Council Meeting – 7:00PM
- December 13th: Planning Commission Meeting – 7:00PM

16. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B(2)) UNDER THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE THE CITY

ATTORNEY, CITY ADMINISTRATOR, PUBLIC WORKS DIRECTOR AND ECONOMIC DEVELOPMENT COUNSEL TO DISCUSS CONTRACT NEGOTIATIONS.

Motion: _____ Second: _____ Vote: _____

17. **Adjourn** Motion: _____ Second: _____ Vote: _____

EVENTS

October 30: Edgerton Frontier Days Halloween Party
November 4: Trivia Night at White Tail Run Winery
November 8: Tales for Tots
November 17: Homemade Pumpkin Pie Class
November 19: Breakfast with Santa at Edgerton Elementary

City of Edgerton, Kansas
Minutes of City Council Regular Session
October 13, 2022

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on October 13, 2022. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present
Deb Lebakken	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Public Works Director, Dan Merkh
- Finance Director, Karen Kindle
- Capital Improvement Project Manager, Brian Stanley
- Recreation Coordinator, Brittany Paddock
- Accountant, Justin Vermillion
- Marketing & Communications Manager, Kara Banks

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. Approve Minutes from September 22, 2022 Regular City Council Meeting
- 5. Approve Final Acceptance of the Stormwater Master Plan

Councilmember Lewis moved to approve the consent agenda, seconded by Councilmember Longanecker. The consent agenda was approved, 4-0.

Regular Agenda

- 6. **Declaration.** There were no declarations made.
- 7. **Public Comments.** There were no public comments made.
- 8. **Presentation.** Project Update from Tom Beckley with Raftelis regarding the Water System Study.

Mr. Beckley addressed the Council. He stated about a year ago, the City reached out to Raftelis to provide a Water System Analysis to consider the options for the water system, with a focus on considering the potential opportunity and benefits of having another utility operate and maintain the city's water utility assets. He stated it takes a lot of resources to operate and maintain the system and the city wanted to look at the pros and cons of operating their own system vs paying another utility to do it. He stated there are quite a few larger utility operators and some smaller ones, but many of the larger companies do not operate in Kansas. He stated the only utility provider that could make sense is Water 7. He stated the city would not have more control over the water supply because Water 7 does not have their own supply. They buy water from the same supplier the City does. He stated they also charge higher connection fees. He stated after review, it was concluded that the best path forward would be that the city continues to operate their own water utility as is done today.

Mayor Roberts asked how the fees of Water 7 compared to the City.

Mr. Beckley stated the system development fee is to cover the cost of capital, and the city charges significantly less for connection charges.

Mr. Beckley stated considering the type of housing that is slated for future development in Edgerton, the \$2,600-\$2,700 difference in fees can make a significant impact on the developer.

City Administrator Beth Linn stated the goal for this analysis was to give Council all the information to make a policy decision going forward.

Mayor Roberts stated this subject comes up most years when rate increases are being discussed. He stated this study will hopefully help put the issue to rest in doing what is best for the community. If the city were to use a vendor for the utility services, rates would likely be higher than what they see today.

Councilmember Longanecker asked what the volumetric difference is between the city's rates and Water 7.

Ms. Linn stated Water 7's rates are basically the same as the city's volumetrically, although theirs may be a little lower but it's not a significant difference.

Mr. Beckley stated even if it was decided to go with Water 7, there has not been enough study to know if the city would also have to stop service from Baldwin or if the city would have to continue that service like is done today. He stated that is assuming Water 7 would even be interested in merging, and those conversations have not happened.

Councilmember Longanecker asked if the advice would be to continue how service is done now.

Mr. Beckley stated the city has not moved forward with having discussions and it does not necessarily seem like it would be more secure because Edgerton still goes through them.

Public Works Director Dan Merkh stated if the city did go with someone else there could be unintended consequences, for example if the City finished a road project and the next day the road had to be dug up because they needed access to the water line. He stated that is currently within in the city's span of control.

Mayor Roberts stated if Council wants to leave things the way they are currently, that needs to be stated and if the Council is wanting to see a policy change, that should be stated as well.

Councilmember Longanecker stated he believes we should listen to the professional's opinion and continue operating as we currently do.

Councilmember Lewis stated it does not seem like there is a great option over losing control over our utility.

With no further questions or comments, the Governing Body unanimously agreed to stay with operating the city's own water utility.

Business Requiring Action

9. CONSIDER ORDINANCE NO. 2121 ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2022-02 FOR THE REZONING OF APPROXIMATELY 5.61 ACRES OF LAND LOCATED ON 8TH STREET/EDGERTON ROAD SOUTH OF NELSON STREET AND NORTH OF MERIWOOD LANE, FROM CITY OF EDGERTON "R-1" (SINGLE FAMILY RESIDENTIAL) TO CITY OF EDGERTON "R-2" (TWO FAMILY RESIDENTIAL) ZONING

Ms. Linn addressed the Council. She stated the City received a rezoning application from the property owner for the parcel noted. She stated they would like to develop residential duplexes on the lot. She stated the R-2 zoning district does have the same permitted uses of R-1, so the possibility of single-family residential development is not lost with this rezoning.

She stated staff reviewed the application with respect to the Edgerton Comprehensive Plan, the Unified Development Code for Zoning and Subdivision Regulations, and the laws of the State of Kansas, specifically the "Golden Criteria".

She stated the Planning Commission held a Public Hearing on September 13 regarding this request and voted to recommend approval, subject to the stipulation that all infrastructure requirements of the city are met.

Mayor Roberts invited the applicant Shawn Faruqi to introduce himself to the Council.

Mr. Faruqi stated he has lived in the area for 20 years and has had this property since 2014. He stated he would like to develop part of this property and believes duplexes could create a good transition between the mobile home park on the north and the single-family homes to the south.

Councilmember Longanecker stated he thinks it would be a great place for duplexes.

Ms. Linn stated R-2 zoning designation allows for two-family dwelling units, attached single-family dwelling units, as well as uses permitted in the R-1 zoning designation such as detached single-family dwelling units.

With no further questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2121, adopting the recommendation of the planning commission to approve application ZA2022-02 for the rezoning from R-1 to R-2 designation.

Councilmember Longanecker moved to approve the ordinance, seconded by Councilmember Lebakken. Ordinance No. 2121 was approved, 5-0 with Mayor Roberts voting in favor.

10. CONSIDER ORDINANCE NO. 2122 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT (CU2022-01) ALLOWING A CARGO CONTAINER STORAGE, REPAIR OR MAINTENANCE FACILITY ON PROPERTY LOCATED ON THE NORTHEAST CORNER OF 191ST STREET AND MONTROSE STREET (30650/30700 WEST 191ST STREET), EDGERTON, KANSAS

Ms. Linn addressed Council. She stated the City received an application requesting a Conditional Use Permit to operate a cargo container storage, repair, and maintenance facility. She stated the applicant and landowner is JB Hunt Transport, Inc. She stated as approved in Final Site Plan, FS2022-03, the project is for the expansion of the current JB Hunt facility and operations. The current operations include a cargo container storage lot but expansion of these operations would require the issuance of a new Conditional Use Permit that would encompass existing and new operations of this site.

She stated pursuant to the UDC, cargo container storage, repair and maintenance facilities are considered a conditional use on parcels which contain an L-P zoning designation. She stated to recommend approval or denial of the proposed CUP, the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the city. She stated the UDC details additional requirements to be considered when approving a CUP for a cargo container storage, repair or maintenance facility. Staff has reviewed the application with respect to all these requirements. She stated the staff report presented to the Planning Commission outlining the findings of staff's review is included in the packet.

She stated in September, the Planning Commission held a public hearing regarding the application and upon conclusion of the public hearing the planning commission recommended approval of application CU2022-01 with the stipulations listed. She stated staff recommends the approval of application CU2022-01 for a period of ten years subject to the stipulations outlined by the Planning Commission and the additional stipulations required by city staff.

Brandon Waldron with JB Hunt addressed the Council. He stated he is the civil engineer on the project, he stated they acquired about 10 acres to the east of the existing property with a CUP. He stated they would like to keep the existing CUP and extend to the additional 10 acres under a new CUP. He stated as things grow, they're wanting to increase operations and grow development. He stated there will be a facility on site for repairs along with cargo washing.

Ms. Linn stated the map included with the packet references the parcel in question.

Mayor Roberts stated the current CUP is a cargo container storage today.

With no further questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2122, adopting the recommendation of the planning commission to approve a conditional use permit, CU2022-01.

Councilmember Beem moved to approve the ordinance, seconded by Councilmember Longanecker. Ordinance No. 2122 was approved, 4-0.

11. CONSIDER ORDINANCE NO. 2123 AMENDING ORDINANCE NO. 2100 IN CONNECTION WITH THE COMMUNITY IMPROVEMENT DISTRICT (EDGERTON CROSSING WOODSTONE PROJECT)

Mr. Scott Anderson, Economic Development Counsel, addressed the Council. He stated Ordinance No. 2123 and Resolution No. 10-13-22A are regarding the same item. He stated in November 2021, the Governing Body approved Ordinance No. 2100 approving a CID for the Edgerton Crossing Woodstone Project. He stated at that time, the ordinance reflected a date of sales tax beginning January 1, 2023. He stated there have been some delays with the project and the developer and city would like to delay collection of the taxes until such time that retail sales begin at the development or at such time the city deems necessary. He stated the new ordinance reflects that change and the resolution provided amends the development agreement to reflect the change as well. He stated this does nothing to the agreement but change the start date.

Councilmember Longanecker asked if staff had any idea how long they may be postponing.

Ms. Linn stated it is still in the agreement to be vertical by next summer and complete by the end of 2025.

Mr. Anderson stated by amending this language, if for some reason the project never has sales, there will not be a CID that would need to be collapsed.

With no further questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2123 amending Ordinance 2100.

Councilmember Lebakken moved to approve the ordinance, seconded by Councilmember Lewis. Ordinance No. 2123 was approved, 4-0.

12. CONSIDER RESOLUTION NO. 10-13-22A AUTHORIZING A FIRST AMENDMENT TO A COMMUNITY IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT FOR THE EDGERTON CROSSING WOODSTONE PROJECT

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 10-13-22A authorizing the amendment to the development agreement for CID Edgerton Crossing Woodstone Project.

Councilmember Lewis moved to approve the resolution, seconded by Councilmember Longanecker. Resolution No. 10-13-22A was approved, 4-0.

13. CONSIDER AN AGREEMENT WITH GKW GROUP FOR THE LIBRARY BRICK PROJECT

Mr. Merkh addressed the council. He stated in 2021, the governing body approved the adoption of the 2022-2026 CIP which included the Library Brick and Roof projects. He stated requests for letters of interest were sent out to multiple contractors in August 2022, and the city received one response back from GKW Group. He stated the city has not worked with GKW Group yet, although they have consulted with the city several times to assist in developing this CIP project scope.

He stated construction is projected to begin in November 2022, pending weather conditions. The term of the agreement anticipated the project be completed the end of May 2023.

He stated this project will be funded by the city with 50% reimbursement by the Johnson County Library. Staff has been working to coordinate the project and will bring back a memorandum of understanding with the Library for project cost sharing.

He stated this project is one of two proposed for this facility: the library roof and library brick projects with a budgeted total of \$139,100. He stated the current estimate for the roof project is less than \$63,500, leaving unused funds within the project budget, and \$75,600 for the library roof project. He stated staff would recommend re-allocating any unused budget dollars from the roof project to the brick project to maximize the improvement of the facility.

He stated the agreements are under review by the City Attorney and staff would recommend approving the agreement pending City Attorney approval.

Mayor Roberts asked Mr. Merkh to give a brief scope of work.

Mr. Merkh stated the scope of work includes skyward facing joints being re-mortared, faces of bricks being replaced, tuck pointing and capstones around the windows being fixed on the Nelson Street-facing side of the building. He stated sections where there are expansion joints will be re-caulked. He stated on the West-facing wall there are significant places where bricks are popped out. Those will be replaced and all skyward joints will be redone on the roof. He

stated on the South side, gutters look to be in good shape, but there are several brick faces that have come out and those will need to be replaced. He stated the greatest amount of work will be done on the patio where the entire wall will need to be fixed, capstones replaced, and the stair area repaired. He stated all sides will get a power wash and sealing. He stated the scope does not include the East wall but if there is money re-allocated to the brick project, the hope is to finish that side as well.

Councilmember Longanecker stated he does not believe there has been any work completed like this before.

Mr. Merkh stated that is correct to his knowledge. He stated although when the roof collapsed, items were done to repair but nothing significant.

Councilmember Longanecker asked if the building is historical.

Mr. Merkh replied it is not.

Councilmember Beem asked what the bid came in at.

Mr. Merkh stated the 3 sides are currently at \$60-65,000 and the budget is close. He stated adding the east wall would be around \$15-20,000.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement pending City Attorney approval and authorizing the Mayor to execute the agreement.

Councilmember Beem moved to approve the agreement with GKW Group for the Library Brick project, seconded by Councilmember Longanecker. The agreement was approved, 4-0.

14. CONSIDER AN AGREEMENT WITH 435 ROOFING FOR THE LIBRARY ROOF REPLACEMENT

Mr. Merkh stated like the brick project, requests for letters of interest were sent out to multiple roofing contractors in August 2022. He stated the city received two responses back and of those two 435 Roofing was the only contractor to list the work details, provide a manufacturer warranty and to provide a warranty on the work provided by the contractor. He stated the start date, completion date and funding resources are the same as the brick project. He stated the contract is under review by the City Attorney and staff would recommend approving the agreement pending City Attorney approval.

Mr. Merkh stated the scope of work is planned to be TPO roof with 3-4 inches of insulation added. He stated TPO is a welded plastic. He stated the material would come up the parapet walls and half the capstone. He stated once installation begins and they begin pulling back the current roof, they may pull off some brick faces which is another reason to allocate funding if available. He stated the bid for this project was mid \$40,000 range.

Mayor Roberts asked what the life expectancy is.

Mr. Merkh stated they will have a 20-year manufacturing warranty.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement pending City Attorney approval and authorizing the Mayor to execute the agreement.

Councilmember Lewis moved to approve the agreement with 435 Roofing for the Library Roof Replacement project, seconded by Councilmember Lebakken. The agreement was approved, 4-0.

15. Report by the City Administrator

- Meat Inferno recap

Ms. Brittany Paddock, Recreation Coordinator addressed the Council. She stated the Meat Inferno event was a success with 30 teams participating. This is double the team count that KCBS requires for a first-year sanctioned event. She stated everyone seemed happy from KCBS and enjoyed their time here. She stated 18 kids competed in the Kids Q contest and 5 adults in the backyard burger contest. She stated the Kids Q was sponsored by ColdPoint who also provided volunteers to help with the event. She stated she has heard nothing but compliments to staff. Many competitors liked the local feeling and that it was a family friendly event. She stated the sponsors were excited to get involved.

Councilmember Beem stated with it being the first year, it was a great event. He stated his kids had fun in the competition. He stated he hopes to see it again next year.

Ms. Paddock stated she hopes to get more of the community involved next year.

Mayor Roberts stated from what he had heard, there were no nay-sayers about the event.

Councilmember Lebakken stated she did see one negative comment and that was from a resident who had said their driveway was blocked and thought that the event could have been somewhere else besides downtown.

Mayor Roberts stated if it were to be moved to Martin Creek Park, then there would be people complaining that they have to cross the railroad tracks to get to it.

Ms. Linn praised Brittany for the enormous amount of work she did to prepare for this event. She stated to have an event be that successful out of the gate is tremendous.

Ms. Paddock stated there are teams that will specifically go to smaller town events because of the community feel.

Mayor Roberts stated he thought it was awesome to see an Edgerton resident place in the sanctioned event. He stated the amount of people that commented on the organization of the event was due to Brittany.

Councilmember Lebakken thanked staff for taking their Saturday to be there and help with the event.

- 8th & Braun update

Mr. Merkh stated the message boards were mobilized today to prepare for the closure of 8th & Braun to thru traffic for about 100 feet for waterline and intersection improvement project.

Mayor Roberts confirmed a message will go out this evening to the community.

Councilmember Longanecker asked how long the closure will be.

Mr. Merkh stated it will go in phases over the next two weeks, but the project is slated to end in December.

Ms. Linn stated staff will work on a report to plan the remaining project closures and bring that to council.

16. Report by the Mayor

- November/December Council Meeting Schedules –

Mayor Roberts stated he mentioned briefly at the last meeting the potential for motions at this meeting to have a special meeting. He stated in light of how something things are panning out, he is asking council to be flexible with their upcoming schedules. He stated there will be a normal meeting on the 10th of November and the potential of having a special meeting on the 17th is now not happening. He stated they will now need to look at special meeting after Thanksgiving.

Ms. Linn stated it would be helpful that if Council would like to make motion to cancel Thanksgiving and Christmas council meetings, and that if anyone will be out of town to inform her of their availability. She stated the plan is to be prepared to make motion for a special meeting at the next council meeting.

Mayor Roberts requested motion to cancel the November 24th and December 22nd regularly scheduled council meetings.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 4-0.

Councilmember Longanecker asked if staff would be getting a four-day weekend with Christmas Day falling on a Sunday.

Ms. Linn stated it is a 3-day weekend. She stated Christmas falls on a Sunday, so staff would receive the following Monday off but still be working that Friday.

Councilmember Longanecker stated he thinks it should be a four-day weekend for staff to allow them time to spend with family on the holiday/

Mayor Roberts stated the observed holiday is the 26th and asked if council would like to grant the Friday before or Tuesday following. He stated his preference would be the Friday before.

All were in favor of the Friday before being granted as an observed holiday.

Mayor Roberts requested motion to approve the observed holiday for staff.

Councilmember Beem moved to approve the motion, seconded by Councilmember Lewis. The motion was approved, 4-0.

Mayor Roberts stated he would like to inform council that Rhonda Humble, former owner of the Gardner News, passed away recently. He stated he had known her well before being an elected official and admired her for being a dedicated individual and very passionate about local issues. He stated the southwest EDC was formed because of her. He stated she worked tirelessly for the Bank of Knowledge to make sure a library came to Edgerton. He appreciates the time she took and little things she did for the community. He stated the positive to her retiring was that she was able to do the things she loved, like spending time with her grandchildren, although not long enough. He added that she will be missed greatly.

Councilmember Longanecker agreed and stated she was a very sincere person who truly cared about the community.

Mayor Roberts stated she loved Edgerton and would often say she wanted to move here, and he wishes she could have done that. He stated Rhonda used to say, those who think Edgerton cannot do it, have never seen Edgerton.

Ms. Linn stated her family asked for memorial contributions to be sent to two places, including the Bank of Knowledge. She stated staff would like to talk to library staff to see what can be done there to honor her.

17. Future Meeting Reminders:

- October 13th: CIP Budget Work Session – Following Regularly Scheduled Meeting
- October 27th: City Council Meeting – 7:00PM
- November 8th: Planning Commission Meeting – 7:00PM
- November 10th: City Council Meeting – 7:00PM

18. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B(2)) UNDER THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE THE CITY ATTORNEY, CITY ADMINISTRATOR, PUBLIC WORKS DIRECTOR AND ECONOMIC DEVELOPMENT COUNSEL TO DISCUSS CONTRACT NEGOTIATIONS.

Mayor Roberts requested motion to recess into executive session pursuant to KSA 75-4319(b)(2) to discuss contract negotiations with the City Administrator, City Attorney, Public Works Director, and Economic Development Counsel for 15 minutes. He stated there will be no action taken.

Councilmember Longanecker moved to recess into executive session for 15 minutes, seconded by Councilmember Lebakken.

The meeting recessed into executive session at 8:13PM, 4-0.

Councilmember Longanecker made motion to return to open session to request an additional 10 minutes, seconded by Councilmember Lebakken.

Councilmember Longanecker made a motion to recess back into executive session for an additional 10 minutes, Councilmember Lebakken seconded the motion. Motion passed unanimously. The meeting recessed into executive session at 8:28pm.

Councilmember Longanecker made motion to return to open session to request an additional 5 minutes, seconded by Councilmember Lebakken.

Councilmember Longanecker made a motion to recess back into executive session for an additional 5 minutes, Councilmember Lebakken seconded the motion. Motion passed unanimously. The meeting recessed into executive session at 8:38pm.

Councilmember Lewis made motion to return to open session with no action taken, seconded by Councilmember Beem.

Open session resumed at 8:43PM, 4-0.

19. Adjourn

Councilmember Beem moved to adjourn, seconded by Councilmember Lewis. All in favor. The meeting was adjourned at 8:44 PM.

Submitted by Alexandria Clower, City Clerk

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: October 27, 2022

Agenda Item: Resolution that the City is Considering Establishing a Rural Housing Incentive District and Setting Date for a Public Hearing

Subject: Dwyer Farms Rural Housing Incentive District

The City anticipates entering into a Development Agreement with Kansas LD, LLC (Rausch Coleman Homes) (the “Developer”) for the development of the Dwyer Farms single-family housing subdivision on an 80.4 acre parcel located at the southwest corner of 207th Street/ Braun Street and 8th Street/Edgerton Road. Upon completion, it is anticipated that Dwyer Farms will have 275 single-family homes.

The City has agreed to construct certain public infrastructure to serve the housing development. The City plans to reimburse itself for the public infrastructure by creating a rural housing incentive district (“RHID”). The City took the first step toward creating the RHID when it considered the housing study and made certain findings and determinations with respect to housing in the City of Edgerton. The City has also obtained the approval of the Secretary of Commerce to create the district.

The City has caused a development plan and feasibility study to be prepared for the proposed district. Those items have been distributed to Governing Body members. A summary of the development plan and feasibility study are contained in the Resolution.

The next step is for the City to declare its intent to establish the district and set a date for a public hearing. The Resolution declares the intent of the City to establish the district. The Resolution also sets December 1, 2022 as the date for a public hearing on the creation of the district and the proposed development plan.

RESOLUTION NO. 10-27-22A

A RESOLUTION PROVIDING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT AND ADOPTING A PLAN FOR DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING (DWYER FARMS RURAL HOUSING INCENTIVE DISTRICT).

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the State of Kansas (the “State”), with a population of less than 60,000, to designate rural housing incentive districts within such city; and

WHEREAS, the City of Edgerton, Kansas (the “City”), which has a population of less than 60,000, caused to be conducted a Housing Assessment dated December 2020 (the “Housing Needs Analysis”), to determine the housing needs that exist within the City, and approved Resolution No. 09-22-22C making certain findings and determinations with respect to housing in the City; and

WHEREAS, after publication of Resolution No. 09-22-22C, the City sent a copy thereof to the Secretary of the Kansas Department of Commerce (the “Secretary”) requesting that the Secretary agree with the findings contained in such resolution; and

WHEREAS, the City received a letter from the Secretary whereby the Secretary agreed with the findings contained in such resolution; and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed district in accordance with the Act; and

WHEREAS, the City desires to proceed with the establishment of a rural housing incentive district and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the Governing Body of the City proposes to continue proceedings necessary to create a Rural Housing Incentive District in accordance with the provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Proposed Rural Housing Incentive District. The Governing Body hereby declares its intent to establish a Rural Housing Incentive District within the boundaries of the real estate legally described in **Exhibit A** attached hereto (the “District”), and shown on the map depicting the District attached hereto as **Exhibit B**.

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the plan for the development or redevelopment of housing and public facilities (the “Development Plan”) in substantially the form presented to the Governing Body on this date. A copy of the Development Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours at the office of the City Clerk. The proposed housing facilities to be constructed consist of the Dwyer Farms single-family housing subdivision which, upon completion, is anticipated to contain 275 single-family homes. The proposed public facilities to be constructed consist of streets, curbs, gutters, stormwater facilities, sanitary sewers and connections, water service and connections, sidewalks, and public rights-of-way and related improvements that are necessary to support the housing facilities. A depiction of the Development Plan showing the anticipated location of the housing units and public facilities is attached as an exhibit to the Development Plan.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Development Plan at the City Council meeting on December 1, 2022 at 7:00 p.m., or as soon thereafter as practical, at the Edgerton Community Building, 404 E. Nelson Street, Edgerton, Kansas. At the public hearing, the Governing Body will receive public comment on the proposed District and Development Plan, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Development Plan, all pursuant to the Act. Members of the public are invited to review the Development Plan and attend the public hearing.

Section 4. Owners of Record and Assessed Valuation. The name and address of the owners of record of the proposed District are Dennis L. Dwyer, Larry E. Dwyer and David L. Dwyer, 39715 W. 199th Street, Edgerton, Kansas 66021. The 2022 assessed valuation of land within the proposed District is \$10,551. There are no assessed improvements within the proposed District.

Section 5. Developer Contractual Assurances. The City anticipates that it will enter into a Development Agreement with Kansas LD, LLC, a Kansas limited liability company (the “Developer”). In the Development Agreement, the Developer will agree to construct the housing facilities described in **Section 2** of this Resolution at the times provided for in the Development Agreement, subject to the conditions and terms in the Development Agreement. Since the Development Agreement has not been executed, the City has not received any contractual assurances from the developer as of this date.

Section 6. Feasibility Study. The City contracted with Columbia Capital Management to complete a feasibility study of the Development Plan. The feasibility study found that the estimated costs of the Development Plan are \$30,420,005. The Developer will pay for \$15 million of the costs and the City will pay for \$15,420,0005 of the costs. The City will use approximately \$15,420,005 of Rural Housing Incentive District incremental tax proceeds to reimburse itself for its costs. Accordingly, the feasibility study demonstrates that the revenue realized from the Development Plan should be sufficient to pay the cost of the public facilities.

Section 7. Publication and Delivery of Resolution. The City Clerk shall deliver a certified copy of this Resolution to the Board of County Commissioners, the Board of Education, and the Planning Commission of the City. This Resolution shall be published once in the official newspaper of the City not less than one week nor more than two weeks preceding the date of the public hearing.

Section 8. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

PASSED AND ADOPTED by the Governing Body for the City of Edgerton, Kansas this 27th day of October, 2022.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Economic Development Counsel

EXHIBIT A

Legal Description

The North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, Johnson County, Kansas, EXCEPT that part described as follows:

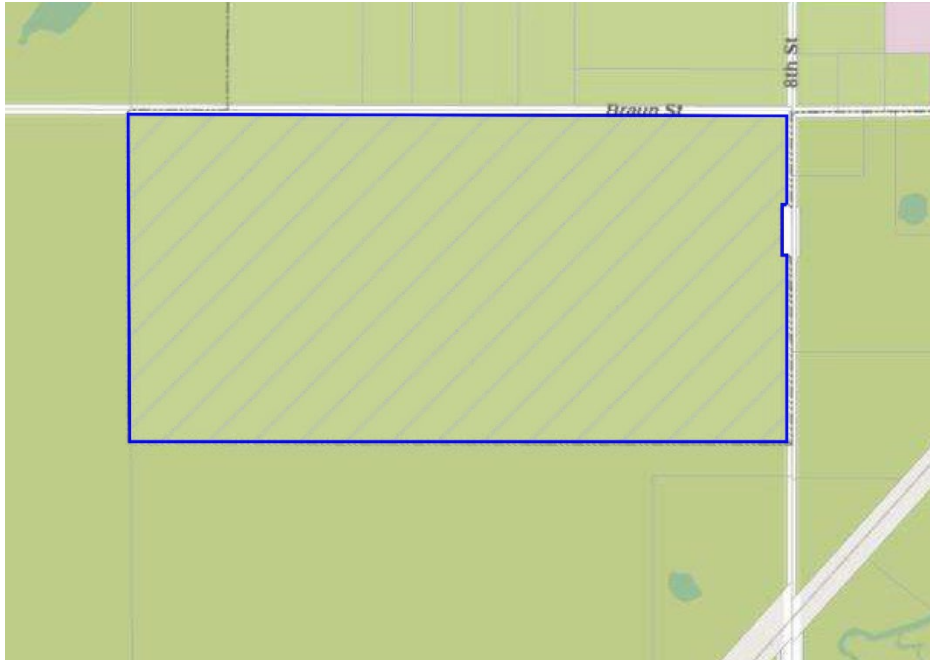
All that part of the Northeast Quarter of Section 13, Township 15, Range 21, Johnson County, Kansas, more particularly described as follows:

Beginning at a point on the East line of said Northeast $\frac{1}{4}$ of said Section 13 and 376.40 feet South of the Northeast corner thereof; thence West a distance of 35.00 feet; thence South parallel to the East line of said Northeast $\frac{1}{4}$ a distance of 200.00 feet; thence East a distance of 35.00 feet; thence North along the East line of said Northeast $\frac{1}{4}$ a distance of 200.00 feet to the point of beginning, all subject to that part thereof dedicated for existing public road right-of-way containing 0.161 acres, including 0.092 acres, more or less, of existing public road right-of-way and 0.069 acres, more or less, of new right-of-way.

EXHIBIT B

Depiction of Parcel

Kansas UPN 0462161301001001000



**DEVELOPMENT PLAN
DWYER FARMS RURAL HOUSING INCENTIVE DISTRICT
IN THE CITY OF EDGERTON, KANSAS**

October 2022

DEVELOPMENT PLAN INTRODUCTION

On September 22, 2022, the Governing Body of the City of Edgerton, Kansas (the “City”) adopted Resolution 09-22-22C that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City pursuant to the Kansas Rural Housing Incentive District Act (K.S.A. 12-5241 *et seq.*).

Following the adoption of Resolution 09-22-22C, a certified copy was submitted to the Kansas Secretary of Commerce (“Secretary”) for approval of the establishment of the Rural Housing Incentive District as required by K.S.A. 12-5244(c).

On October 5, 2022 the Secretary provided written confirmation agreeing with the findings in Resolution 09-22-22C and approving the establishment of the Rural Housing Incentive District (the “District”).

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once the City receives approval from the Secretary for the creation of a Kansas Rural Housing Incentive District, the Governing Body must adopt a plan for the development or redevelopment of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within the City, the City proposes the following Development Plan to assist in the development of quality housing within the City.

1. The legal description of the district:

The North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, Johnson County, Kansas, EXCEPT that part described as follows:

All that part of the Northeast Quarter of Section 13, Township 15, Range 21, Johnson County, Kansas, more particularly described as follows:

Beginning at a point on the East line of said Northeast $\frac{1}{4}$ of said Section 13 and 376.40 feet South of the Northeast corner thereof; thence West a distance of 35.00 feet; thence South parallel to the East line of said Northeast $\frac{1}{4}$ a distance of 200.00 feet; thence East a distance of 35.00 feet; thence North along the East line of said Northeast $\frac{1}{4}$ a distance of 200.00 feet to the point of beginning, all subject to that part thereof dedicated for existing public road right-of-way containing 0.161 acres, including 0.092 acres, more or less, of existing public road right-of-way and 0.069 acres, more or less, of new right-of-way.

A map of the District is attached as **Exhibit A** to this document.

2. The assessed valuation of all real estate within the District for 2022 is \$10,551. There are no improvements located within the District.
3. The name and address of the owner of record for the real estate within the District is:

Dennis L. Dwyer, Larry E. Dwyer and David L. Dwyer
39715 W. 199th Street
Edgerton, Kansas 66021

4. The housing and public facilities project that are proposed to be constructed include the following:

The proposed housing facilities to be constructed consist of the Dwyer Farms single-family housing subdivision which, upon completion, is anticipated to contain 275 single-family homes. The proposed public facilities to be constructed consist of streets, curbs, gutters, stormwater facilities, sanitary sewers and connections, water service and connections, sidewalks, and public rights-of-way and related improvements that are necessary to support the housing facilities.

5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

The City anticipates entering into a development agreement with the following developer for the development of the housing facilities:

Kansas LD, LLC
c/o Jared Payne
Rausch Coleman Homes
4058 North College Avenue

Suite 100
Fayetteville, Arkansas 72703

6. Contractual assurances, if any, the governing body has received from the developer.

In the development agreement, the developer will agree to construct the Dwyer Farms single-family housing subdivision which, upon completion, is anticipated to contain 275 single family homes. The developer will agree to construct not less than 63 homes in Phase 1. The Developer will agree to complete the homes at the times required by the Development Agreement. Since the development agreement has not yet been executed, the City has not received any contractual assurances from the developer as of this date.

7. Comprehensive feasibility analysis of providing housing tax incentives in the district.

Columbia Capital Management LLC has conducted a feasibility that found that the estimated costs of the Development Plan are \$30,420,005. The Developer will pay for \$15 million of the costs and the City will pay for \$15,420,0005 of the costs. The City will use approximately \$15,420,005 of Rural Housing Incentive District incremental tax proceeds to reimburse itself for its costs. Accordingly, the feasibility study demonstrates that the revenue realized from the Development Plan should be sufficient to pay the cost of the public facilities. A copy of the analysis is attached hereto as **Exhibit B**.

EXHIBIT A
MAP OF PROPOSED DISTRICT

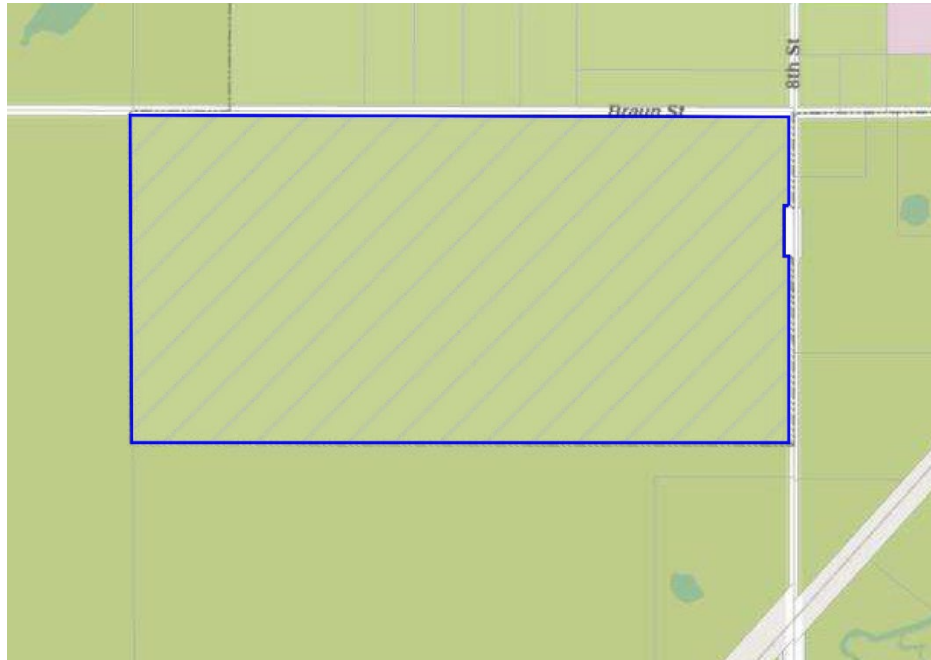


EXHIBIT B

COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

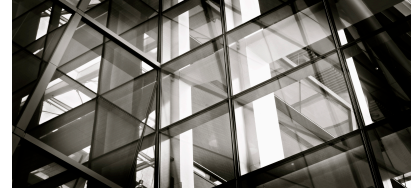
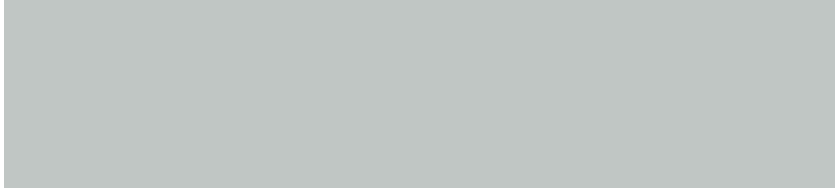


City of Edgerton, Kansas

Kansas LD, LLC
RHID Project Plan

Financial Analysis | October 2022





Columbia Capital Management, LLC
6700 Antioch, Suite 250
Merriam, Kansas 66204
913.312.8077

Jeff White
Managing Member
jwhite@columbiacapital.com

Columbia Capital is an SEC-registered investment adviser and a registered municipal advisor. Columbia Capital provides advice as a fiduciary to its clients.



INTRODUCTION

Kansas LD, LLC, a Kansas limited liability company (the “Developer”), requests the City of Edgerton (“City”) approve a rural housing incentive district (“RHID”) project plan at the southwest corner of 8th and Braun in Edgerton (the “Plan”). The Plan would result in the redevelopment of an estimated 275 single-family homes in four phases with supporting infrastructure, green space, storm drainage facilities and related site work (the “Private Improvements”), plus certain public improvements described herein (the “City Improvements,” together with the Private Improvements comprising the “Project”). According to the records of the Kansas Secretary of State, the Developer is in good standing as of October 19, 2022.

The purpose of this financial analysis (the “Analysis”) is to satisfy the requirements of Kansas statutes related to the development of an RHID (KSA 12-5241 *et seq.*), specifically the requirement found at KSA 12-5245(a)(7).

RHID is a tool that allows a city to identify a defined geographic area within which certain *ad valorem* property taxes may be captured for a period of limited duration and redirected to the payment or reimbursement of certain eligible project costs, all with the goal of increasing quality housing stock within the community. RHID is limited to a 25-year duration from the effective date of a project plan.

RELATIONSHIPS

Columbia Capital Management, LLC (the “Financial Advisor”) is a registered municipal advisor and serves as the City’s financial advisor. The City engaged the Financial Advisor to provide a financial evaluation of the Plan and to make certain statutory findings. The Financial Advisor is not now, nor has ever been, engaged by the Developer or its related entities to provide it with similar services.

The Financial Advisor serves as a fiduciary to the City. The reader’s interests may vary from those of the City’s.

RELIANCE

This Analysis is not a projection of the likelihood of success of the project proposed in the Plan and as described more fully herein. In preparing this analysis, the Financial Advisor relied upon certain data and information supplied to it by the Developer, by the City and secured from third parties. Except where noted herein, the Financial Advisor has relied upon this data and information without independently verifying the veracity or reliability of such information. The Analysis may not be used except in the context of the City's review of the Developer's request for RHID incentives. The Analysis assumes all components of the Project are developed as described herein.

As with any work of this kind, the Analysis is almost exclusively forward-looking. The reader should note that small changes in modeling inputs could have significant impacts on modeled financial outcomes. The reader must consider this Analysis in light of contractual arrangements that the City would expect to undertake with the Developer to formalize the development components of the Plan and its anticipated timing for completion.

HOUSING NEEDS

The City reports that a 2021 county-wide housing study indicated that there is a need for all types of housing in Edgerton. One strategic objective of the housing study was to provide a range of housing environments by offering moderately-priced housing types which meet the housing need for households that are at different points in their life. This study also determined that Edgerton's average annual construction need for single-family homes is 21 units per year with a cumulative total of 205 by the year 2030.

The City adopted resolution 09-22-22C making the requisite findings detailed at KSA 12-5244, related to the City's lack of quality housing stock. On October 5, 2022, the Kansas Secretary of Commerce advised the City in writing, pursuant to KSA 12-5244(c), that he agreed with each of the findings in City resolution 09-22-22C, permitting the City to proceed with the creation of an RHID district and, if further approved by the Edgerton City Council, the Plan.

THE PRIVATE IMPROVEMENTS

The Private Improvements include the development of an estimated 275 units of single-family housing (3-4 bedroom, 2-3 bath, each with 2 or 3 car garages), ranging from 1,300 sf to 2,400 sf each. The Developer reports its expectation to construct the homes across four phases spanning approximately five (5) years:

- Phase I—eighty-one (81) lots
- Phase II—seventy (70) lots
- Phase III—sixty-one (61) lots
- Phase IV—sixty-three (63) lots

The development agreement between the parties requires the Developer to construct the first home within Phase I not later than December 31, 2025. Development of future phases is not

required by the development agreement, but the Developer indicates its expectation to sell four (4) to eight (8) homes monthly over approximately five (5) years.

The Developer will construct the Private Improvements on a greenfield site requiring significant interior infrastructure development. In addition the Developer will be required to connect to the Sunflower Sewer Benefit District, necessitating a buy-in and ongoing special assessment payments.

The Developer estimates total costs to develop the Project, including grading, storm sewer, water lines, sewer lines, sewer buy-in, sidewalks, paving, curb and gutter, and home construction to be approximately \$15,000,000 for the entire Project.

THE CITY IMPROVEMENTS

In order to facilitate the Private Improvements, the City has agreed to construct certain public improvements necessary to implement the Project, as shown in the table below:

ESTIMATED COST OF IMPROVEMENTS	
Sewer Main Extension	\$ 2,680,800
8 th St/Edgerton Road + Bridge	2,345,000
Braun St./207 th St.	4,625,000
Waterline Improvements	630,000
Estimated Financing Costs	5,149,705
TOTAL COSTS	\$ 15,420,005

The City will use local sources of funds, including cash on hand, temporary notes and, eventually bonds, to finance the City Improvements initially, until RHID proceeds are available.

USE OF RHID PROCEEDS

The City intends to reimburse or pay the costs of the City Improvements with proceeds of the RHID. No RHID proceeds will be used to pay for or reimburse the Private Improvements.

PRIVATE IMPROVEMENTS/SOURCES AND USES OF FUNDS

Based upon current construction prices with appropriate cost escalators, the Developer anticipates its total development costs for the Project to be \$15,000,000. The Developer reports that it intends to finance the cost of the Project using both equity and debt.

CITY IMPROVEMENTS/SOURCES AND USES OF FUNDS

The City anticipates the direct cost of the City Improvements to be \$10,270,300 plus estimated financing costs of \$5,149,705. The City intends to fund the City Improvements using a mix of cash on hand, temporary notes and, eventually, bonds, with reimbursement from RHID proceeds over time.

STATUTORY FINDINGS

Based upon our review of the information provided by the Developer, we find the following:

- the estimated costs of the Project are \$30,420,005
- the costs of the Project will be initially paid through a combination of Developer equity and private financing totaling at least \$15,000,000 and City funds totaling at least \$15,420,005
- the City anticipates using approximately \$15,420,005 in RHID proceeds over time to reimburse the direct costs of the City Improvements and associated financing costs thereon

As such, the Plan's benefits and RHID revenue and other available revenues under subsection (a)(7) of K.S.A. 12-5245, and amendments thereto, are expected to exceed or be sufficient to pay for the Plan's project costs.



Exhibit A—RHID Incentives and City Improvements Cost Modeling



DWYER FARMS

RHID Estimated Production

ASSUMPTIONS

Total Levy	146.18
RHID Capture	124.68
Assessment Ratio	11.50%
Expires in	Dec-47

Levy Yr	2022	2023	2024	2025	2026	2027	2028
Collect Yr.	2023	2024	2025	2026	2027	2028	2028

Assumed Development

Phase	No. Units	Mkt Val/Unit						
Phase 1	81	\$ 310,000	-	12	48	21	-	-
Phase 2	70	\$ 315,000	-	-	-	27	43	-
Phase 3	61	\$ 320,000	-	-	-	-	5	48
Phase 4	63	\$ 325,000	-	-	-	-	-	-

New Market Value Generated

Phase 1	-	-	3,720,000	14,880,000	6,510,000	-
Phase 2	-	-	-	-	8,505,000	13,545,000
Phase 3	-	-	-	-	-	1,600,000
Phase 4	-	-	-	-	-	-

Tax Revenues Generated (Total)

Phase 1	-	-	62,536	312,679	422,117	422,117
Phase 2	-	-	-	-	142,975	370,676
Phase 3	-	-	-	-	-	26,897
Phase 4	-	-	-	-	-	-
TOTALS	-	-	62,536	312,679	565,092	819,690

Tax Revenues Captured by RHID

Phase 1	-	-	53,338	266,691	360,032	360,032
Phase 2	-	-	-	-	121,946	316,157
Phase 3	-	-	-	-	-	22,941
Phase 4	-	-	-	-	-	-
TOTALS	-	-	53,338	266,691	481,979	699,131

DWYER FARMS

RHID Estimated Production

ASSUMPTIONS

Total Levy	146.18
RHID Capture	124.68
Assessment Ratio	11.50%
Expires in	Dec-47

Levy Yr	2028	2029	2030	2031	2032	2033
Collect Yr.	2029	2030	2031	2032	2033	2034

Assumed Development

Phase	No. Units	Mkt Val/Unit
Phase 1	81	\$ 310,000
Phase 2	70	\$ 315,000
Phase 3	61	\$ 320,000
Phase 4	63	\$ 325,000

-	-	-	-	-	-
-	-	-	-	-	-
8	-	-	-	-	-
40	23	-	-	-	-

New Market Value Generated

Phase 1	-	-	-	-	-	-
Phase 2	-	-	-	-	-	-
Phase 3	15,360,000	2,560,000	-	-	-	-
Phase 4	-	13,000,000	7,475,000	-	-	-

Tax Revenues Generated (Total)

Phase 1	422,117	422,117	422,117	422,117	422,117	422,117
Phase 2	370,676	370,676	370,676	370,676	370,676	370,676
Phase 3	285,109	328,145	328,145	328,145	328,145	328,145
Phase 4	-	218,539	344,199	344,199	344,199	344,199
TOTALS	1,077,902	1,339,477	1,465,137	1,465,137	1,465,137	1,465,137

Tax Revenues Captured by RHID

Phase 1	360,032	360,032	360,032	360,032	360,032	360,032
Phase 2	316,157	316,157	316,157	316,157	316,157	316,157
Phase 3	243,176	279,882	279,882	279,882	279,882	279,882
Phase 4	-	186,397	293,575	293,575	293,575	293,575
TOTALS	919,365	1,142,468	1,249,646	1,249,646	1,249,646	1,249,646

DWYER FARMS

RHID Estimated Production

ASSUMPTIONS

Total Levy	146.18
RHID Capture	124.68
Assessment Ratio	11.50%
Expires in	Dec-47

Levy Yr	2034	2035	2036	2037	2038	2039
Collect Yr.	2035	2036	2037	2038	2039	2040

Assumed Development

Phase	No. Units	Mkt Val/Unit						
Phase 1	81	\$ 310,000	-	-	-	-	-	-
Phase 2	70	\$ 315,000	-	-	-	-	-	-
Phase 3	61	\$ 320,000	-	-	-	-	-	-
Phase 4	63	\$ 325,000	-	-	-	-	-	-

New Market Value Generated

Phase 1	-	-	-	-	-	-
Phase 2	-	-	-	-	-	-
Phase 3	-	-	-	-	-	-
Phase 4	-	-	-	-	-	-

Tax Revenues Generated (Total)

Phase 1	422,117	422,117	422,117	422,117	422,117	422,117
Phase 2	370,676	370,676	370,676	370,676	370,676	370,676
Phase 3	328,145	328,145	328,145	328,145	328,145	328,145
Phase 4	344,199	344,199	344,199	344,199	344,199	344,199
TOTALS	1,465,137	1,465,137	1,465,137	1,465,137	1,465,137	1,465,137

Tax Revenues Captured by RHID

Phase 1	360,032	360,032	360,032	360,032	360,032	360,032
Phase 2	316,157	316,157	316,157	316,157	316,157	316,157
Phase 3	279,882	279,882	279,882	279,882	279,882	279,882
Phase 4	293,575	293,575	293,575	293,575	293,575	293,575
TOTALS	1,249,646	1,249,646	1,249,646	1,249,646	1,249,646	1,249,646

DWYER FARMS

RHID Estimated Production

ASSUMPTIONS

Total Levy	146.18
RHID Capture	124.68
Assessment Ratio	11.50%
Expires in	Dec-47

Levy Yr	2040	2041	2042	2043	2044	2045
Collect Yr.	2041	2042	2043	2044	2045	2046

Assumed Development

Phase	No. Units	Mkt Val/Unit
Phase 1	81	\$ 310,000
Phase 2	70	\$ 315,000
Phase 3	61	\$ 320,000
Phase 4	63	\$ 325,000

New Market Value Generated

Phase 1	-	-	-	-	-	-
Phase 2	-	-	-	-	-	-
Phase 3	-	-	-	-	-	-
Phase 4	-	-	-	-	-	-

Tax Revenues Generated (Total)

Phase 1	422,117	422,117	422,117	422,117	422,117	422,117
Phase 2	370,676	370,676	370,676	370,676	370,676	370,676
Phase 3	328,145	328,145	328,145	328,145	328,145	328,145
Phase 4	344,199	344,199	344,199	344,199	344,199	344,199
TOTALS	1,465,137	1,465,137	1,465,137	1,465,137	1,465,137	1,465,137

Tax Revenues Captured by RHID

Phase 1	360,032	360,032	360,032	360,032	360,032	360,032
Phase 2	316,157	316,157	316,157	316,157	316,157	316,157
Phase 3	279,882	279,882	279,882	279,882	279,882	279,882
Phase 4	293,575	293,575	293,575	293,575	293,575	293,575
TOTALS	1,249,646	1,249,646	1,249,646	1,249,646	1,249,646	1,249,646

DWYER FARMS

RHID Estimated Production

ASSUMPTIONS

Total Levy	146.18
RHID Capture	124.68
Assessment Ratio	11.50%
Expires in	Dec-47

Levy Yr	2046
Collect Yr.	2047

Assumed Development

Phase	No. Units	Mkt Val/Unit	
Phase 1	81	\$ 310,000	-
Phase 2	70	\$ 315,000	-
Phase 3	61	\$ 320,000	-
Phase 4	63	\$ 325,000	-
			275

New Market Value Generated

Phase 1	-
Phase 2	-
Phase 3	-
Phase 4	-
	87,155,000

Tax Revenues Generated (Total)

Phase 1	422,117
Phase 2	370,676
Phase 3	328,145
Phase 4	344,199
TOTALS	1,465,137
	29,084,696

Tax Revenues Captured by RHID

Phase 1	360,032
Phase 2	316,157
Phase 3	279,882
Phase 4	293,575
TOTALS	1,249,646
	24,806,950

DWYER FARMS

City Improvements

ASSUMPTIONS

Interest Rate	4.50%
Term (yrs)	20
Temp Note	3.50%
Temp Term (yr)	Jan-00
Cost of Issuance	2%

Construction Year	2022	2023	2024	2025	2026
Finance Year	2023	2024	2025	2026	2027

Assumed Development

Project	Cost					
Sewer Main Extension	2,680,800	-	2,680,800	-	-	-
8th St/Edgerton Road + Bridge	2,345,000	-	-	1,172,500	-	-
Braun St./207th St.	4,625,000	-	-	-	2,312,500	-
Waterline Improvements	630,000	-	630,000	-	-	-
Totals	10,280,800	-	3,310,800	1,172,500	2,312,500	-

Cumulative Development Cost	-	3,310,800	4,483,300	6,795,800	6,795,800
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Debt Service

Temp Note 1 (I/O)	-	-	118,196	122,332	-
Temp Note 2 (I/O)	-	-	-	124,415	128,769
Bond Issue 1	-	-	-	-	279,465
Bond Issue 2	-	-	-	-	-

DWYER FARMS

City Improvements

ASSUMPTIONS

Interest Rate	4.50%
Term (yrs)	20
Temp Note	3.50%
Temp Term (yr)	Jan-00
Cost of Issuance	2%

Construction Year	2027	2028	2029	2030	2031
Finance Year	2028	2029	2030	2031	2032

Assumed Development

Project	Cost					
Sewer Main Extension	2,680,800	-	-	-	-	-
8th St/Edgerton Road + Bridge	2,345,000	-	-	-	-	-
Braun St./207th St.	4,625,000	-	-	-	-	-
Waterline Improvements	630,000	-	-	-	-	-
Totals	10,280,800	-	-	-	-	-

Cumulative Development Cost	6,795,800	6,795,800	6,795,800	6,795,800	6,795,800
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Debt Service

Temp Note 1 (I/O)	-	-	-	-	-
Temp Note 2 (I/O)	-	-	-	-	-
Bond Issue 1	279,465	279,465	279,465	279,465	279,465
Bond Issue 2	293,125	293,125	293,125	293,125	293,125

DWYER FARMS

City Improvements

ASSUMPTIONS

Interest Rate	4.50%
Term (yrs)	20
Temp Note	3.50%
Temp Term (yr)	Jan-00
Cost of Issuance	2%

Construction Year	2032	2033	2034	2035	2036
Finance Year	2033	2034	2035	2036	2037

Assumed Development

Project	Cost					
Sewer Main Extension	2,680,800	-	-	-	-	-
8th St/Edgerton Road + Bridge	2,345,000	-	-	-	-	-
Braun St./207th St.	4,625,000	-	-	-	-	-
Waterline Improvements	630,000	-	-	-	-	-
Totals	10,280,800	-	-	-	-	-

Cumulative Development Cost	6,795,800	6,795,800	6,795,800	6,795,800	6,795,800
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Debt Service

Temp Note 1 (I/O)	-	-	-	-	-
Temp Note 2 (I/O)	-	-	-	-	-
Bond Issue 1	279,465	279,465	279,465	279,465	279,465
Bond Issue 2	293,125	293,125	293,125	293,125	293,125

DWYER FARMS

City Improvements

ASSUMPTIONS

Interest Rate	4.50%
Term (yrs)	20
Temp Note	3.50%
Temp Term (yr)	Jan-00
Cost of Issuance	2%

Construction Year	2037	2038	2039	2040	2041
Finance Year	2038	2039	2040	2041	2042

Assumed Development

Project	Cost					
Sewer Main Extension	2,680,800	-	-	-	-	-
8th St/Edgerton Road + Bridge	2,345,000	-	-	-	-	-
Braun St./207th St.	4,625,000	-	-	-	-	-
Waterline Improvements	630,000	-	-	-	-	-
Totals	10,280,800	-	-	-	-	-

Cumulative Development Cost	6,795,800	6,795,800	6,795,800	6,795,800	6,795,800
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Debt Service

Temp Note 1 (I/O)	-	-	-	-	-
Temp Note 2 (I/O)	-	-	-	-	-
Bond Issue 1	279,465	279,465	279,465	279,465	279,465
Bond Issue 2	293,125	293,125	293,125	293,125	293,125

DWYER FARMS

City Improvements

ASSUMPTIONS

Interest Rate	4.50%
Term (yrs)	20
Temp Note	3.50%
Temp Term (yr)	Jan-00
Cost of Issuance	2%

Construction Year	2042	2043	2044	2045	2046
Finance Year	2043	2044	2045	2046	2047

Assumed Development

Project	Cost					
Sewer Main Extension	2,680,800	-	-	-	-	-
8th St/Edgerton Road + Bridge	2,345,000	-	-	-	-	-
Braun St./207th St.	4,625,000	-	-	-	-	-
Waterline Improvements	630,000	-	-	-	-	-
Totals	10,280,800	-	-	-	-	-

Cumulative Development Cost	6,795,800	6,795,800	6,795,800	6,795,800	6,795,800
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Debt Service

Temp Note 1 (I/O)	-	-	-	-	-
Temp Note 2 (I/O)	-	-	-	-	-
Bond Issue 1	279,465	279,465	279,465	279,465	-
Bond Issue 2	293,125	293,125	293,125	293,125	293,125

Total Debt Service	11,945,505
Total Financing Cost	5,149,705

City Council Action Item

Council Meeting Date: October 27, 2022

Department: Administration

Agenda Item: Consider an Agreement with Global Payments Direct, Inc., for Merchant Credit Card Processor Services

Background/Description of Item:

In November 2021, Council approved a contract with Tyler Technologies for ERP software. Merchant credit card processing services that integrate with the Tyler software are covered by a separate agreement from the software agreement.

The City currently uses PSN for merchant credit card processing services because they are the only provider that works with the City's existing software, providing a partial integration. However, PSN does not integrate with Tyler software. A full integration offers several advantages, so staff is recommending the use of a merchant credit card processing services provider that fully integrates with the Tyler software. Those advantages are:

- Customer accounts are updated automatically in real-time when payments are made.
 - Customers will see payments made to their accounts immediately.
 - Staff will also see payments made to accounts immediately in the system. Currently staff has to download the payments the next day to update the accounts.
- Staff will save time and avoid potential errors when applying penalties to late accounts. Currently staff has to download the daily files and then search for transactions made after the file cut off but before 8am and manually remove them from the file for penalties. With real-time account updates, staff will not have to make these manual adjustments to the process. Additionally, customers will be able to see in real-time confirmation of payments made.
- Staff will save time and avoid potential errors when determining accounts that will be shut off for non-payment. Staff follows a similar process of downloading payment files and searching for payments after the file cut off to develop the shut off list. Similar to above, customers can verify if their payment has been applied to their account prior to the process of shut off for non-payment.
- Bank reconciliations are simplified because the timing differences between credit card payments posted and deposit into the bank account are minimized.

At the time the software contract was approved, Tyler was working on developing their own merchant credit card processing service. Tyler has completed that work and the service, Tyler Payments, is now available. Staff received a quote for Tyler Payments as well as a quote from Global Payments Direct, Inc., the other processor that integrates with Tyler software.

The attached schedule shows a comparison of the cost structures for the current provider as well as the two providers that fully integrate with the Tyler software. With the current provider, PSN, the City absorbs all of the credit card and eCheck fees. Staff is recommending the same structure for all payments except for Court payments. The common business practice for Court payments is to charge the fees to the customers using a flat percentage rate that is collected at the time of payment. The credit card processor retains the fee and the City receives the full amount of the fines/fees. The proposals from both of the Tyler-integrated providers reflects absorbing all fees except for Court.

There are two pricing models used by merchant credit card processors for fees that will be absorbed by the merchant. The first is "interchange plus" pricing and the second is "flat rate pricing." Under the first model, the processor charges a fee in addition to the interchange fees. Interchange rates will vary depending on the type of card and the type of transaction (card present or online). Under the second model, the processor charges a flat rate fee that includes the interchange fees.

Tyler Payments has structured their fees based on the "interchange plus" pricing model, which is the same method used by the City's current provider, PSN. No distinction is made between card present transactions and online/over-the-phone transactions because that distinction will be made by the interchange rate charged. Global Payments has structured their fees based on the "flat rate" pricing model. They have two levels of fees – one is for card present transactions and the other is for online/over-the-phone. The online/over-the-phone transactions carry more risk as the card is not present to be swiped or read by a chip reader.

The attached schedule shows the estimated fees for a hypothetical \$100 transaction. For PSN and Tyler Payments, an estimated interchange rate of 2.5% was used. The interchange rates generally vary between 2% and 3%. The schedule shows that card transaction costs with Global Payments are estimated to be lower than with Tyler Payments and the current provider. ECheck payments are more expensive with either of the Tyler integrated providers than they currently are with PSN, with Global Payments having the lower cost of the two providers.

Staff recommends Global Payments as the preferred provider based on their ability to provide a fully integrated solution with the Tyler software with estimated lower card transaction costs and extension experience with Tyler Technologies software. Prior to the creation of Tyler Payments, Global Payments was the only provider to fully integrate with the software. Global Payments wrote the interface that is used with the Tyler software and has been the provider for over ten years. Thousands of current Tyler clients use Global Payments as their merchant credit card processor, so they have extensive experience to assist the City in making the transition. Finally, Global Payments is able to implement the services in the timeframe needed for the implementation of the Tyler software.

Credit card fees are budgeted in the three main operating funds: General, Water and Sewer. Staff anticipates the current budget will be sufficient to cover the credit card fees.

The agreement has been submitted to the City Attorney for review.

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

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: \$ 4,500 General Fund
\$ 4,500 Water Fund
\$ 4,500 Sewer Fund
\$13,500 Total

Finance Director Approval: x *Karen E. Kindle*
Karen Kindle, Finance Director

Recommendation: Approve the Agreement with Global Payments Direct, Inc., for Merchant Credit Card Processor Services, Subject to Approval by the City Attorney.

Enclosed: Schedule of Credit Card Processor Fees
Agreement with Global Payments Direct, Inc.,

Prepared by: Karen Kindle, Finance Director

City of Edgerton
Credit Card Processing Options for Tyler ERP System
as of 10/24/2022

Processing Fees:	Current (PSN) No integration	Tyler Payments Full Integration	Global Payments	
			In Person Full Integration	Online/Phone Full Integration
Utility % + Per Trans Flat Fee	0% + \$0.55 plus interchange and assessment fees	0.60% + \$0.60 plus interchange and assessment fees	1.89% + \$0.25 Interchange and assessment fees are included in this rate	2.25% + \$0.25 Interchange and assessment fees are included in this rate
Misc (Permit, License) % + Per Trans Flat Fee	0% + \$0.55 plus interchange and assessment fees	0.65% + \$0.65 plus interchange and assessment fees	1.89% + \$0.25 Interchange and assessment fees are included in this rate	2.25% + \$0.25 Interchange and assessment fees are included in this rate
e-Check per item	\$ 0.55	\$ 1.95	0.50% + \$0.70	0.50% + \$0.70
Annual Compliance Fee Merchant PCI Fee Credit Card Machine	\$ 89.00 \$ -	\$ 297.00 \$ 180.00	\$ - \$ -	\$ - \$ -
Monthly Fee	\$ 12.95	\$ 30.00	\$ -	\$ -
Credit Card Machine Cost	Already own but will likely need an upgrade in the next couple of years.	\$ 419.00	\$ 826.00	\$ -
Interchange & Discount Fees Avg Interchange & Assessment Fee Rewards Card Fee	Varies based on card type 2.50%	Varies based on card type 2.50%	Included in Rate 0.00% 0.70%	Included in Rate 0.00% 0.50%
Est Cost of a Transaction Utility Transaction Misc Transaction OpenEdge Rewards Card eCheck	\$ 100.00 \$ 3.05 \$ 3.05 n/a \$ 0.55	\$ 100.00 \$ 3.70 \$ 3.80 n/a \$ 1.95	\$ 100.00 \$ 2.14 \$ 2.14 \$ 2.84 \$ 1.20	\$ 100.00 \$ 2.50 \$ 2.50 \$ 2.64 \$ 1.20
Court Fee Absorbed Currently Fee to be Paid by Customer in Future	0% + \$0.55 plus interchange and assessment fees n/a	n/a 3.95%	n/a 3.50%	n/a 3.50%

CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

- 1.1. The **"Card Services Agreement"** consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or **"you"**), Global Payments Direct, Inc. (**"Global Direct"**), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The member bank identified in the Merchant Application (**"Member"**) is a member of Visa USA, Inc. (**"Visa"**) and Mastercard International, Inc. (**"Mastercard"**). Global Direct is a registered independent sales organization of Visa, a member service provider of Mastercard, a registered Program Participant of American Express Travel Related Services Company, Inc. (**"American Express"**), and a registered acquirer for Discover Financial Services LLC (**"Discover"**). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the **"Services"**). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future pursuant to its and/or their terms. ***Upon the earlier of a Merchant's submission of a transaction to Global Direct or signing the Merchant Application, Merchant shall be deemed to have accepted the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member's rights herein.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; certain dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions (**"Switched Transactions"**) to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer (**"EBT"**) networks for the processing of cash payments or credits to or for the benefit of benefit recipients (**"Recipients"**). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services (**"FNS"**) food stamp benefits (**"FS Benefits"**) and/or government delivered cash assistance benefits (**"Cash Benefits,"** with FS Benefits, **"Benefits"**) to Recipients through the use of a state-issued card (**"EBT Card"**).
- 2.3. Provisions regarding debit card services are set forth in section 31 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 33 below.

- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 34 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, <https://www.globalpaymentsinc.com/en-us/cardacceptanceguide> and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time (collectively, the "**Card Association Rules**"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices, which, as may be modified and amended from time to time, will constitute Card Association Rules as used herein. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction consistent with the Card Association Rules. Merchant will indemnify and hold Global Direct and Member harmless from any liability assessments (sometimes referred to as "fines" and "penalties") issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such liability assessments, fees and costs.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations (collectively, "**Applicable Laws**"), including those related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent not prohibited under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of the same as a result of transactions processed at Merchant's location(s).
- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Card Association Rules.
5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g.,

a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges) and in Section 39 of these Card Services Terms & Conditions. With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts (the "**Accounts**") with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("**ACH**") network and which can accept ACH transactions. Merchant will be provisionally credited for indebtedness purchased under this Card Services Agreement by credit to Merchant's Account(s). Merchant's Account(s) will be provisionally credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited, minus any applicable discount, fees, product service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the Card Association Rules. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's Account(s) on a daily basis. Merchant agrees to pay and Merchant's Account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's Account(s) will be debited for all fees, arbitration fees, liability assessments, or any other amounts charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's Account(s) may be debited or credited, without notice, and if Merchant's Account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's Account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including im printers, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent not prohibited under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent not prohibited under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.

- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.
7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the Card Association Rules, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified by Member and/or Global Direct to address issues arising therefrom, including but not limited to requirements of applicable Card Association Rules and/or the fees associated with such transactions.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's Account(s) as described herein.
10. **WARRANTIES AND REPRESENTATIONS.**
- 10.1. Merchant warrants and represents to Global Direct and Member, both at the time of execution and the presentation of any transaction hereunder: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions; (c) that Merchant will comply fully with all Applicable Laws, including those applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Association Rules; (h) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for

processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (j) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, affiliate, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Card Association Rules, and that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the Card Association Rules, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent not prohibited under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the Card Association Rules or Applicable Laws; (b) any card transaction or any act or omission of Merchant; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the Card Association Rules or any violation by Merchant of Applicable Laws ; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant with respect to this Card Services Agreement or a card transaction on which Merchant is not the prevailing party; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information or (h) any compromise of card information or cardholder information resulting from, or for which any network organization or card association determines resulted from, Merchant's failure to abide by applicable security standards, including those found in the Card Association Rules. For purposes of this Agreement, including the foregoing indemnities to the extent not prohibited under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. **LIMITATION OF LIABILITY.**

12.1. ***Neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war,***

shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.

- 12.2. ***To the maximum extent not prohibited by law, the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) \$50,000. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.***
- 12.3. ***Under no circumstances shall Global Direct, ISO, or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.***
- 12.4. ***It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error or the imposition of any allegedly improper fee(s), within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.***
- 12.5. ***Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.***

13. TERM AND TERMINATION.

- 13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year from the Effective Date (the "**Initial Term**"); provided, however, that if Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the amendment shall not affect the then-existing term. The Card Services Agreement will automatically renew for additional one-year periods ("**Renewal Term**" or "**Renewal Terms**", and together with the Initial Term, the "**Term**") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multiyear fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.
- 13.2. Notwithstanding the foregoing, Global Direct or Member may terminate or suspend performance of this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement; upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader; upon any failure to follow the Card Acceptance Guide or any Card Association Rules, upon any misrepresentation by Merchant; upon commencement of bankruptcy or insolvency proceedings by or against the Merchant; upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application; where the rules or regulations of any card association require that Member and/or Global Direct terminate and/or suspend this Card Services Agreement; or in the event Global Direct or Member reasonably deems

itself insecure (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) in continuing this Card Services Agreement.

13.3. In addition, a termination by Global Direct shall serve as a termination of the entire Card Services Agreement, including with regard to any ACH Transaction Services provided hereunder. In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's Account(s). If the deposit has already been posted to Merchant's Account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks or liability assessments imposed, received, or processed after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to im printers, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by a cardholder or the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's Accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the Card Association Rules with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. **RESERVE ACCOUNT; HOLDBACK RIGHTS.**

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent not prohibited under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the Card Association Rules or (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, upon termination of this Card Services Agreement, Global Direct and Member may maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global Direct may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

- 15.3. In addition to any of the other rights granted to Global Direct and Member hereunder, in the event that Global Direct and/or Member, at any time during the term of this Card Services Agreement, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then Member or Global Direct on behalf of Member may, without notice, hold funds otherwise payable to Merchant for such period as Global Direct and/or Member, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Global Direct and/or Member related to the same. To the extent (i) the investigation conducted by Global Direct and/or Member with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Global Direct and/or Member, and (ii) Global Direct and/or Member require the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

16. DEFAULT/SECURITY INTEREST.

- 16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties, if any: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account or the funds therein), (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent not prohibited by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Except as provided in section 15 (relating to the Reserve Account), Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent not prohibited under applicable law, are described above in section 15.
- 16.2. Merchant also agrees that, in the event of a default by Merchant, Member has rights of setoff and recoupment and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct or Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

- 17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.
- 17.2. ***Class Action Waiver: Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class wide basis.***
- 17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct shall have the right to modify or amend the terms and conditions of this Card Services Agreement or the Card Acceptance Guide, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Card Association Rules, changes to the fees charged by the card associations, Member, or other third parties, or in response to changes in applicable laws or regulations (collectively, a “**Third Party Change**”) may be made effective immediately, with or without notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the “**Change Notice**”), provided that the date shall not be fewer than five business days after the date of such Change Notice. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Card Services Agreement, without liability for premature termination pursuant to section 13, by providing written notice thereof to Global Direct, provided that such notice must be given within five business days following the date of the Change Notice. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease. Other than the amendments set forth above, this Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant.
19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.
21. **SEVERABILITY; CONSTRUCTION.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
22. **NOTICES.** All notices from Merchant to Global Direct or Member under this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices from Global Direct or Member to Merchant under this Card Services Agreement shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder or via electronic posting or notification accessible to Merchant on Global Direct's Merchant Portal (<https://reporting.globalpay.com/login>) or any successor online reporting tool. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** If Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the Terms and Conditions shall be effective upon receipt. Otherwise, this Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur. In either event, such date is referred to herein as the “**Effective Date**.”
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution (“**Depository**”) for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's Accounts. Depository, Member, and/or Global Direct may charge any of Merchant's Accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the Account(s) or to the Depository. Merchant represents and warrants that: (a) the Account(s) will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account(s) and will keep such Account(s)

open at all times during the term and as long as any Reserve Account is in effect; and, (c) the Account(s) will not be associated with any merchant processing activity that is illegal or prohibited by the Card Association Rules or Applicable Law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **AUTHORIZED USERS.** To the extent Merchant is granted electronic access to any systems or portals of Global Direct, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Global Direct of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.
28. **TAXES.** Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant's goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Global Direct and/or Member's satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.
29. **REPORTING.** Merchant acknowledges that, under the Card Association Rules, certain merchant activity and terminations of merchant processing agreements may result in Global Direct or Member reporting merchants and their principals for inclusion on a terminated merchant file (e.g., the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.
30. **RELATIONSHIP OF THE PARTIES.** Merchant designates Global Direct and Member as its agent to receive payments for transactions processed pursuant to this Card Services Agreement. Neither Global Direct nor Member, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Card Services Agreement or the rendition of services related to this Card Services Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Card Services Agreement is an arm's length commercial relationship.
31. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
- 31.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Debit Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Debit Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Debit Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Debit Networks. Global Direct will provide connection to such Debit Networks, terminal applications, settlement, and reporting activities.
- 31.2. Merchant will comply with all Applicable Laws and with all by-laws, regulations, rules, and operating guidelines of the Debit Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Debit Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.
- 31.3. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.
- 31.4. In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

32. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Quest Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.
33. **DECLINE MINIMIZER SERVICES.** In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.
34. **CALLPOP OPENEDGE SERVICES.**
- 34.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.
- 34.2. In the event that Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Agreement pursuant to the termination and/or suspension rights specified in the Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.
- 34.3. ***Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied***

warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or noninfringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.

35. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.
36. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.
37. **AMERICAN EXPRESS CARD ACCEPTANCE.**
- 37.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.
- 37.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 37 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 37, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
- 37.3. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 37 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American

Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

- 37.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 37.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 37.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 37.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

38. **ELECTRONIC SIGNATURES.**

- 38.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 38.2. By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

39. **SURCHARGES/OTHER FEES.**

- 39.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. Merchant may also be charged certain fees and assessments established by the card associations and debit networks which are described in more detail at <https://www.globalpaymentsinc.com/ratetable>. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and

returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

- 39.2. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review. The items listed in this section 39 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.
- 39.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:
- 39.4. Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.
- 39.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct. Merchant will also be assessed a Discover Network Authorization Fee.
- 39.6. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.
- 39.7. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard

World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover

Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9-digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover

Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards

Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions. **Paper Deposit Merchant** Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of Wells Fargo Bank, N.A.

Debit sponsorship is provided by PB&T Bank, 301 West 5th Street, Pueblo, Colorado 81003 – 1(888)728-3550

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number Government Entities 04-22-GPI- WF, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition, by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners -Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.					
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):		Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:	
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):		Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:	
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):		Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:	
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):		Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:	
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):		Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:	
Owner/Officer Name:	Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Non-U.S	Date of Birth (mm/dd/yyyy):		Social Security Number:	Home Phone Number:
Home Address:	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
Former Address (If less than 1 year at current address):	City:	State:	Zip:	Years There:	<input type="checkbox"/> Rent <input type="checkbox"/> Own
SIGNATURE: X	Equity Owned: %	Title:		Date:	



07-02-2022 (Rate Quote #: RQ-01201081)

GPI Low Group Rates Global Payments Integrated, ,

In response to your request, we are pleased to make the following rate quote for processing.

Quote subject to change after 90 days.

Qualified Rates (means in person, card present transaction)

Type	% Discount	Per Item (\$)
Visa Credit	1.89	0.25
Visa Debit	1.89	0.25
MasterCard Credit	1.89	0.25
MasterCard Debit	1.89	0.25
Discover Credit	1.89	0.25
Discover Debit	1.89	0.25
Amex Credit	1.89	0.25
Amex Prepaid	1.89	0.25

Other Fees

Type	Per Item (\$)
Batch Fee	0.00

Monthly Fees

Type	Amount (\$)
Statement Fee	0.00
Support Fee	0.00
Reg Compliance	0.00

PIN Debit

Type	% Discount	Per Item (\$)
Network Fees	Network Fees	Network Fees
PIN Debit Transaction		0.29

Applies to in person transactions where the customer enters their PIN. Network fees are approximately 1%.

Surcharges

Type	% Discount
Rewards	0.70
Mid-Qualified	2.55
Non-Qualified (foreign card)	4.10
Check Card Rebate	

OpenEdge

2578 600 N

(801) 492-7116

randy.brown@openedgepay.com

Lindon, UT 94042

fax

www.openedgepayment.com



10-24-2022 (Rate Quote #: RQ-01423890)

The City of Edgerton, ,

In response to your request, we are pleased to make the following rate quote for processing.

Quote subject to change after 90 days.

Qualified Rates (online, over-the-phone, manually entered)

Type	% Discount	Per Item (\$)
Visa Credit	2.25	0.25
Visa Debit	2.25	0.25
MasterCard Credit	2.25	0.25
MasterCard Debit	2.25	0.25
Discover Credit	2.25	0.25
Discover Debit	2.25	0.25
Amex Credit	2.25	0.25
Amex Prepaid	2.25	0.25

Other Fees

Type	Per Item (\$)
Batch Fee	0.00

Monthly Fees

Type	Amount (\$)
Statement Fee	0.00
Support Fee	0.00
Reg Compliance	0.00

PIN Debit

Type	% Discount	Per Item (\$)
Network Fees	Network Fees	Network Fees
PIN Debit Transaction		0.29

Does not apply since this rate schedule only covers card not present transactions.

Surcharges

Type	% Discount
Rewards	0.50
Mid-Qualified	
Non-Qualified (foreign card)	2.00
Check Card Rebate	

OpenEdge

2578 600 N
Lindon, UT 94042

(801) 492-7116
fax

randy.brown@openedgepay.com
www.openedgepayment.com

10-24-2022 (Rate Quote #: RQ-01423883)

The City of Edgerton, ,

In response to your request, we are pleased to make the following rate quote for check processing.

Quote subject to change after 90 days.

Summary of Fees			
<i>Check Not Present (WEB, TEL, PPD, CCD)</i>		<i>Discount Fee</i>	<i>Per Item Fee</i>
<i>Monthly Volume</i>			
Tier 1	\$.01 - 5,000	0.50%	\$0.50
Tier 2	\$ 5,001 - 20,000	0.50%	\$0.50
Tier 3	\$ 20,001 - 50,000	0.50%	\$0.50
Tier 4	\$ > 50,001	0.50%	\$0.50
<i>Miscellaneous Fees</i>		<i>Per Account</i>	
Account on File Fee			\$0.00
Monthly Minimum Fee			\$15.00
Application Fee			\$0.00
<i>ACH Return Transaction Fees</i>		<i>Per Item Fee</i>	
Returns (Administrative)		each	\$6.00
Unauthorized Return Transaction Fee (Chargeback)		each	\$25.00
NACHA Web Mandate Verification		each	\$0.20
Verification		each	\$0.10

City Council Action Item

Council Meeting Date: October 27, 2022

Department: Administration

Agenda Item: Consider a 4-Year Lease Agreement with LEAF Capital Funding, LLC and a Maintenance Agreement with MAPS, Inc., for Multi-Function Printers/Copiers for City Offices Located at 312 E Nelson St. (Studio B), 710 E Nelson St. (Public Works), 20600 Homestead LN. (Wastewater Treatment Plant) and 404 E. Nelson St. (City Hall Check Printer)

Background/Description of Item:

In 2018, staff began discussions with the Governing Body regarding the need for new software due to the limitations provided by the current software. In November 2021, the Governing Body approved the agreement with Tyler Technologies, Inc. for ERP software. As part of the implementation of this new software, Strategy assisted staff in testing existing hardware to verify compliance with Tyler hardware specifications. The result of the test indicated that four of the City's printers did not meet the minimum specifications.

These printers are located at the Public Works Facility, City Hall, Studio B and the BBCWWTP.

- Public Works
 - The Public Works printer is nearing the end of the typical useful life of printers. Public Works has two of the same model printers. One of them broke earlier this year and Strategy determined that it could not be repaired. If the remaining printer were to break, it would not be repaired.
 - Expenditures for ink are \$75 per month for the one remaining printer.
 - The current printer does not have the functionality to print on 11x17 paper, which would allow staff to print maps and plans.
 - The two printers would be replaced with the proposed printer.
- City Hall – Check Printer
 - While the two main printers at City Hall are compatible with the new software, the check printer is not.
 - The check printer was purchased when the current software was installed in 2010.
 - Parts for this printer are no longer available and it has become obsolete. This printer was scheduled for replacement with the implementation of the new software.

- Studio B
 - The Studio B printer was purchased in 2018 when only two staff members were housed at that location. The number of staff now housed at that location is four. It is now experiencing use greater than it is rated for and is working past the normal useful life of a printer.
 - Expenditures for ink are \$110 per month.
- BBCWWTP
 - The printer was purchased when the plant opened in 2013 and is well past the useful life for a printer. If it were to break, parts would not be available for replacement.
 - Expenditures for ink are minimal as there are only two staff members housed at that location.
 - The proposed printer would provide the ability for staff to print maps and plans on 11x17, functionality that the current printer does not have.

In September 2022, staff sent out a request for proposal to the two companies the city currently has printer/copier agreements with, Toshiba and MAPS, Inc. Based on the initial review of the proposals and costs, staff visited MAPS, Inc., to see a demo of the proposed machines. After considering the proposals, the costs, and the demo, staff is recommending as the lowest and best bid from MAPS, Inc. for the machines and related maintenance agreement. A summary of the bid details are enclosed with the packet. MAPS is recommended due to their lower costs, not only for the machine itself but also the per page printout, ability to receive toner when needed and their good service record with the Yellow-House copier.

MAPS, Inc., is located in Leavenworth with service call response time being under four hours with a phone call within the first one hour to begin troubleshooting the issue with staff. Like the Yellow-House printer, MAPS will monitor meter readings and toner levels to provide necessary equipment in a sufficient timeframe. MAPS Inc. stocks all parts and supplies at their warehouse in Leavenworth and have been proactive in ordering parts/supplies to avoid any shortages that have been seen due to the pandemic.

The cost of the printers will be shared by the General Fund (66.67%), Water Fund (16.66%) and Sewer Fund (16.67%). The General Fund can absorb the expenditure. However, the printing budget in the Water and Sewer Funds would not be sufficient. Staff anticipated there might be hardware purchases needed and included a contingency in the ERP Software Acquisition & Implementation Project budget. Staff recommends covering the 2023 cost for the Water and Sewer Funds out of the project budget. Staff would include the cost in the 2024 Budget and future budgets through the term of the lease.

The lease agreement and the maintenance contract have been submitted to the City Attorney for review/approval.

Related Ordinance(s) or Statue(s): n/a

Funding Source: General Fund – General Government, ERP Software Acquisition & Implementation Project

Budget Allocated: \$3,600 General Fund
\$1,800 ERP Software Acquisition & Implementation Project

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the 4-Year Lease Agreement with LEAF Capital Funding, LLC and a Maintenance Agreement with MAPS, Inc., for Multi-Function Printers/Copiers for City Offices Located at 312 E Nelson ST. (Studio B), 710 E Nelson St. (Public Works), 20600 Homestead LN. (Wastewater Treatment Plant) and 404 E. Nelson St. (City Hall Check Printer) Subject to Approval by the City Attorney.

Enclosed: Requisition Form
Comparison for Bid Results
Lease Agreement with LEAF Capital Funding, LLC
Maintenance Agreement with MAPS, Inc.

Prepared by: Alexandria Clower, City Clerk



Item requested:

Date: _____

Describe need for requested item:

Describe bid process and attach documentation:

NAME / DESCRIPTION	COST if paid in full	COST per month lease	RECOMMEND	NOTES
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	

Requested by: _____ Date: _____

Account Number: _____ Budget Available: ☐ _____

Department Head Approval: _____ Date: _____

City Administrator Approval (\$15,000): _____ Date: _____

City Council Approval (> \$15,000): _____ Date: _____

Company	Copier	Lease Price	Cash Price	Service Response	Misc. Info
Toshiba	OPTION 1: (3) Toshiba e-STUDIO2520AC Included Features: RADF Document Feeder, Paper Feed Pedestal, Drawer Module (for PFP), Color A3 MFP 25 PPM Letter size (1) HP LJ Ent M406dn 40ppm	349.29 - 48 months .0089 b/w copier .0578 color copier .0351 b/w printer (MICR)	\$	13,932.71	Monthly investment includes parts, labor, travel, and supplies; everything except for paper, staples, and applicable taxes.
	OPTION 2: (3) HP Color LJ Ent M776dn Included Features: T3V27A 45 PPM, 550 sheet tray, printer stand (1) HP LJ Ent M406dn 40 ppm	607.45 - 48 months .024 b/w .128 color	\$	23,981.62	Monthly investment includes parts, labor, travel, and supplies; everything except for paper, staples, and applicable taxes.
	(3) Kyocera TASKalfa 2554ci 25 ppm color MFP with 2x500 sheet trays; 50 sheet reversing automatic document processor; scan extension kit for OCR searchable pdf; copier stand (1) HP LaserJet M404dn 40ppm laser printer w/MICR toner	\$311.18 - 48 months + \$13.25 monthly service fee .006 b/w - overage .04 color - overage .05 micr - overage b/w - \$6.00/month color - \$4.00/month micr - \$3.25 \$324.43 per month	\$	12,939.00	< 4 hours service fee includes parts, labor, travel, supplies, and auto-toner shipping cost does not include paper

Maps



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City of Edgerton		Telephone No: 9138936231		
Billing Address: 404 East Nelson, EDGERTON, KS 66021		Equipment Location (if other than Billing Address): 710 E Nelson Street, Public Works, Edgerton, KS 66021-2149		
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)				
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
	* PLEASE REFER TO SCHEDULE A			
BASE TERM IN MONTHS <u>48</u>	TOTAL NUMBER OF LEASE PAYMENTS <u>48 @ \$311.18</u> (plus taxes)	END OF LEASE PURCHASE OPTION		(a) Advance Payment: \$0.00
		<input checked="" type="checkbox"/> Fair market value, plus taxes		(b) Security Deposit: \$0.00
		<input type="checkbox"/> 10% of Equipment cost, plus taxes		(c) Documentation Fee: \$95.00
		<input type="checkbox"/> \$1.00, plus taxes		Total due a + b + c =: \$95.00
(FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)				
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.				

In this agreement ("Lease"), "we," "our," and "us" refers to **LEAF Capital Funding, LLC** as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. **On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.**

2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.

3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: City of Edgerton		Print Name:	Title:
X	Lessee Authorized Signature	E-Mail Address:	Date:
		Tax ID Number: 480734242	
PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.			
SIGNED X		Print Name:	E-Mail Address:
Accepted by: LEAF Capital Funding, LLC By:		Title:	Date:



SCHEDULE A TO LEASE AGREEMENT (EQUIPMENT DESCRIPTION)

Lease Application No.: **759801**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 20600 Homestead Lane, Treatment Plant, Edgerton, KS 66021-2149

1	Kyocera TaskAlfa 2554ci Copier System	New	Kyocera	TASKalfa 2554ci	
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Location: 312B E Nelson Street, Studio B, Edgerton, KS 66021-2149

1	Kyocera TaskAlfa 2554ci Copier System	New	Kyocera	TASKalfa 2554ci	
1	HP LaserJet M404 Printer	New	HP	404	

Location: 710 E Nelson Street, Public Works, Edgerton, KS 66021-2149

1	Kyocera TaskAlfa 2554ci Copier System	New	Kyocera	TASKalfa 2554ci	
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LESSEE: City of Edgerton

LEAF CAPITAL FUNDING, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



State and Local Government Addendum

Reference: **Application No. 759801**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **City of Edgerton** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City of Edgerton	LEAF CAPITAL FUNDING, LLC
By: _____	By: _____
Print _____	Print _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Maintenance Agreement



Subject to the terms and conditions of this Agreement, MAPS, Inc. hereby agrees with the undersigned Customer to provide such maintenance and/or MPS services and/or products to the Customer as defined in this Agreement.

5001 S. 13th Street
Leavenworth, KS 66048
PH: (913) 599-0500 FAX: (913) 599-0708

CUSTOMER	Customer Name CITY OF EDGERTON				Contract No. TBD	
	Shipping Address MULTIPLE SEE BELOW		City EDGERTON	State KS	Zip 66021	Account No. CO25
	Billing Address P.O. BOX 255		City EDGERTON	State KS	Zip 66021	Account No. CO25
	Contact Name KAREN KINDLE			Phone No. 913-893-6231		Fax No.
	Email Address kkindle@edgertonks.org			Contract Dates		

TERM	Term	Equipment	Bill Code (exclude paper, transparencies, staples, etc)		Supplies Included:	
	<input type="checkbox"/> 5 Years (60 months)	<input checked="" type="checkbox"/> New	<input checked="" type="checkbox"/> Platinum	Includes all necessary service calls, labor, electrical and mechanical parts & specified supplies.	<input checked="" type="checkbox"/> Toner	<input type="checkbox"/> Staples
	<input checked="" type="checkbox"/> 4 Years (48 months)	<input type="checkbox"/> Recertified	<input type="checkbox"/> Gold	Includes all necessary service calls, labor, electrical and mechanical parts & one Maintenance Kit per monochrome device.	<input checked="" type="checkbox"/> Transfer Kit	
	<input type="checkbox"/> 3 Years (36 months)	<input type="checkbox"/> Used	<input type="checkbox"/> Silver	Includes all necessary service calls, labor, electrical & mechanical parts.	<input checked="" type="checkbox"/> Maintenance Kit	
	<input type="checkbox"/> 1Year (12 months)		<input type="checkbox"/> Bronze	Includes all necessary labor.	<input type="checkbox"/> Paper	<input type="checkbox"/> None

EQUIPMENT	Qty	Description/Model	Tag No.	Serial No.	Beginning Meters			
					Black	C/Accent	C/Gen Off	C/Pro
	3	KYOCERA TA-2554CI MFP	TBD	TBD	0		0	
			TBD	TBD	0		0	
			TBD	TBD	0		0	
	1	HP LJ M404 (MICR PRINTER)	TBD	TBD	0		0	

KYOCERA TA-2554CI LOCATIONS: PUBLIC WORKS, 710 E. NELSON; TREATMENT PLANT, 20600 HOMESTEAD LANE; STUDIO B-312 (B) E. NELSON ST.

HP M404 MICR PRINTER LOCATION: STUDIO B-312 (B) E. NELSON ST.

CONTRACT	MTH BASE AMT	Monthly Image Allowance				Quarterly Overage/Excess Charges Per Page				Tag No.
		Black	C/Accent	C/Gen Off	C/Pro	Black	C/Accent	C/Gen Off	C/Pro	
	\$ 10.00	1,000		100		\$ 0.006		\$ 0.040		TBD
	\$ 3.25	65		0		\$ 0.050		\$ -		TBD

MAINTENANCE PLAN	<input checked="" type="checkbox"/> MAPS' MONTHLY PLAN	Comments: MAPS PRINTMATRIX mpsEXPRESS PLATINUM MAINTENANCE INCLUDES REPAIR SERVICE MECHANICAL PARTS, OEM TONER, CONSUMABLES, & TRAVEL. EXCLUDES STAPLES AND PAPER. BASE AND PAGE VOLUME OVERAGES BILLED MONTHLY IN ARREARS.
	<input type="checkbox"/> MAPS' QUARTERLY PLAN	
<input type="checkbox"/> MAPS' ANNUAL PLAN		

The above referenced equipment is covered under the terms and conditions of this Agreement by MAPS, Inc. This Agreement includes above specified items and supplies necessary to keep the equipment in good operating condition during the coverage period in the normal business hours of 8:00 a.m. - 5:00 p.m. M-F.

ATTACHMENTS	<input type="checkbox"/>	EXHIBIT A - "ADDITIONAL EQUIPMENT COVERED"	<input checked="" type="checkbox"/>	NO EXHIBITS ATTACHED/APPLICABLE
	<input type="checkbox"/>	EXHIBIT B - "CONNECTIVITY AND NETWORKING"		
	<input type="checkbox"/>	EXHIBIT _____ - _____		
	<input type="checkbox"/>	EXHIBIT _____ - _____		

RESPONSIBILITIES	1	MAPS RESPONSE TIME GUARANTEE. MAPS guarantees an average response time for service (excluding scheduled Preventative Maintenance) of four (4) to six (6) hours or less within the Kansas City metropolitan area Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding holidays. The response time is calculated by recording the time of the Customer's call and subtracting it from the time our technician arrives at the location to repair the equipment. In the event that MAPS is unable to maintain its average response time for one (1) complete year, MAPS will credit five percent (5%) of the next three (3) months service contract base value.
	2	MAPS FREE LOANER GUARANTEE. If a contracted machine cannot be repaired within a reasonable time period, a loaner machine will be provided to the Customer at no additional charges and delivered within eight (8) business hours of such decision.
	3	MAPS PREVENTATIVE MAINTENANCE GUARANTEE. MAPS will systematically inspect and maintain equipment in order to maximize the operating life and minimize downtime. MAPS will provide the Customer with an inspection, cleaning, and lubrication for each contracted machine during the Agreement period. If a machine does not require service during the Agreement period, an inspection, cleaning, and lubrication will be performed as conveniently scheduled at the Customer's request. This Guarantee applicable only in KC metropolitan area.

TERMS AND CONDITIONS	1	ENGAGEMENT. In consideration of the performance, observance, and agreement by the Customer of the terms and conditions herein, MAPS agrees subject to the same, to perform all necessary maintenance and service on the equipment herein, unless the equipment malfunction is caused by fire, act of God, vandalism, customer misuse or neglect, or unauthorized modification or repairs.
	2	TERM. The initial term of this Agreement shall be for a period ending on the date shown and shall be automatically renewed for an additional period of twelve (12) months unless written notice of the termination is received by either party at least thirty (30) days and no more than (90) ninety days prior to the expiration of the initial term of the Agreement or any renewal term thereof. MAPS reserves the right to increase this Agreement on an annual basis as may be warranted by changing market conditions. This Agreement may not be cancelled for any reason. This Agreement may not be assigned by the Customer without the prior, written consent of MAPS, Inc.
	3	COMPENSATION. For the services provided by MAPS, Inc. under this Agreement, the Customer will pay any and all such amounts due, including the minimum monthly maintenance rate, any billable excess copy charges, applicable taxes, finance charges, late fees, and collection fees. This Agreement is subject to increased rates, based in part on such factors as service cost increases, manufacturer costs increases, and age of the equipment. If the Customer fails to make any payment when due under the terms and conditions hereunder and specified on invoices, or if the Customer is otherwise in default, Customer agrees that all remaining payments for the full term of this Agreement and any/all outstanding amounts shall become accelerated and due immediately. If the customer breaches this Agreement for any reason, MAPS may in its sole discretion invoice Customer the number of pages estimated to be remaining for the term based on the monthly contractual average page counts. MAPS shall not be obligated to provide the guarantees and services herein this Agreement unless the Customer is current with all payments due MAPS hereunder this Agreement or any other transaction. If the Customer relocates the equipment, rates as provided herein may increase for the balance of the term.
	4	CAPACITY/INDEPENDENT CONTRACTOR. It is expressly understood and agreed that MAPS, Inc. is acting as an independent contractor and not as an employee in providing maintenance services hereunder. Both parties acknowledge that this Agreement does not create a partnership or joint venture between them.
	5	EQUIPMENT CARE AND SUPPLIES. Customer agrees to exert reasonable care in the operation of the equipment and any such consumable supply items not covered hereunder and as frequently are needed for maximum imaging quality. Only supplies (other than paper) that are produced by the Original Equipment Manufacturer (OEM) and/or MAPS, and obtained through MAPS may be used in conjunction with this Agreement. Both parties agree that applications with density coverage in excess 5% monochrome and twenty percent (20%) color (5% black, 20% color) may be subject to a per image surcharge. These percentages are based on 8.5" x 11" paper. Customer agrees to keep the supplies, if any, as provided in this Agreement in a safe place and only use them in the equipment specifically covered in this Agreement.
	6	HOURS OF OPERATION. All scheduled calls and intervening calls will be performed during the normal working hours of MAPS. Service calls requested for those other than the normal working hours of MAPS will be charged to the customer at the then current rate for after hours.
	7	REPRESENTATIONS AND WARRANTIES. Except as otherwise provided herein, there are no representations or warranties of any kind, express or implied with respect to services or products furnished hereunder, including merchantability or fitness for a particular purpose. Neither MAPS or the manufacturer shall be liable for any injury, loss, or damage, whether direct or consequential arising out of the use of, or the inability to use the product/equipment. Before using, Customer shall determine the suitability of the product for its intended use, and Customer assumes all risk and liability whatsoever in connection therewith.
	8	MODIFICATION OF AGREEMENT. Any amendment or modification of this Agreement or additional obligation assumed by either party will only be binding if evidenced in writing and signed by an authorized representative of each party.
	9	SEVERABILITY. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or part, all other provisions will nevertheless continue to be valid and enforceable.
	10	GOVERNING LAW. This Agreement shall be governed by the laws of the State of Kansas without regard to any conflict of law rule thereof giving effect to the laws of any other jurisdiction.

ACCEPTANCE	THIS AGREEMENT IS <input checked="" type="checkbox"/> ACCEPTED <input type="checkbox"/> DECLINED BY		
	AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
	AUTHORIZED MAPS SIGNATURE	TITLE	DATE

City Council Action Item

Council Meeting Date: October 27, 2022

Department: Water/Capital Improvements

Agenda Item: Consider Resolution No. 10-27-22B Authorizing The Completion Of An Application To The Kansas Department Of Health And Environment Regarding A Loan From The Kansas Public Water Supply Loan Fund

Background/Description of Item:

On December 16, 2021, the United States Environmental Protection Agency (EPA) published the Lead and Copper Rule Revisions (LCRR) in the Federal Register. The City of Edgerton is compliant with the original Lead and Copper Rule. The new LCRR includes new/updated list of requirements that all water systems will have to submit (regardless of size), including:

- Submit an inventory of all service lines to KDHE by October 16, 2024, including both the public side and the private side.
- Send an annual letter to customers served by a lead service line or a service line of unknown material.
- Sample at schools and childcare facilities – sampling 20 percent annually for 5 years.
- Create a lead service line replacement plan by October 2024.

On August 4, 2022, the EPA released guidance for developing and maintaining the service line inventory. Based on that guidance, staff recommended a new CIP project [Lead and Copper Rule Revision Project (LCRRP)] for funding this year. At that work session, City Council gave consensus to fund the LCRRP based on the federal mandate for compliance. Compliance with the LCRR, including completion of the service line inventory, will be monitored by the Environmental Protection Agency and Kansas Department of Health and Environment (KDHE).

The Project will include the inventory of all service lines connected to the public water supply distribution system regardless of ownership status. New with the LCRR, this inventory will include both the public portion of the service line owned by the water system and the private customer-owned portion of the service line.

The total project budget for the Lead and Copper Rule Revision Project is \$84,255 with \$29,285 from the ARPA Grant and \$55,000 from State Revolving Loan funds.

To be eligible for funding through the Kansas Public Water Supply Loan Fund, the City is required to first hold a public hearing. Following the conclusion of that hearing, City Council may consider Resolution No. 10-27-22B authorizing the completion of an application to the

KDHE regarding a loan from the Kansas Public Water Supply Loan Fund (KPWSLF) that allows the loan application to be prepared and executed.

As both EPA and KDHE continue to refine the guidance for compliance and their respective programs, staff recommends the City have the option to use KPWSLF funds to complete the required inventory. Approval of the Resolution does not require the City to take the entirety of the Loan or any specific amount. The City can adapt its actual loan amount to best suit Edgerton as more details are released. The City would only be responsible for paying back the amount of actual loan proceeds used. Staff will also continue to monitor for other funding opportunities for the LCRRP.

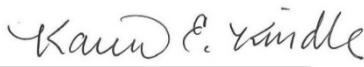
The enclosed draft Resolution No. 10-27-22B has been reviewed and approved by City Attorney.

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

Funding Source: \$84,255 (\$29,285 from the ARPA Grant and \$55,000 from State Revolving Loan funds)

Budget Allocated: \$84,255 (\$29,285 from the ARPA Grant and \$55,000 from State Revolving Loan funds)

Finance Director Approval:

x 

Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 10-27-22B Authorizing The Completion Of An Application To The Kansas Department Of Health And Environment Regarding A Loan From The Kansas Public Water Supply Loan Fund

Enclosed: Draft Resolution No. 10-27-22B

Prepared by: Dan Merkh, Public Works Director

RESOLUTION NO. 10-27-22B

A RESOLUTION AUTHORIZING THE COMPLETION OF AN APPLICATION TO THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT REGARDING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly incorporated city of the third class organized under the laws of the state of Kansas (the "State") which operates a public water supply and distribution system (the "System"); and

WHEREAS, the City Council (the "Governing Body") of the City has heretofore determined in to be in the best needs of the customers of the System to undertake certain modifications and improvements (the "Project") to the System; and

WHEREAS, the pursuant to K.S.A. 65-163c *et seq.* (the "Act"), the Kansas Department of Health and Environment ("KDHE") administers the Kansas Public Water Supply Loan Fund (the "Fund") from which loans are made to certain qualified Municipalities (as said term is defined in the Act) to finance modification and improvements to public water supply systems; and

WHEREAS, the City has heretofore made an application to KDHE for a loan in an amount not to exceed \$55,000 (the "Loan") to finance the Project; and

WHEREAS, the Governing Body has conducted a public hearing this date on the advisability of proceeding with the completion of the application for the Loan and desires to authorize the appropriate officials of the City to accomplish the completion process.

BE IT RESOLVED BY THE GOVERNING BODY OF CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Loan Application. The Mayor and City Clerk of the City are hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the "Application"); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

Section 2. Further Proceedings. The Mayor and City Clerk and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the "Loan Agreement"); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

Section 3. Further Authority. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 27th DAY OF OCTOBER, 2022.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

City Council Action Item

Council Meeting Date: October 27, 2022

Department: Administration

Agenda Item: Consider Adoption of the 2023-2027 CIP

Background/Description of Item:

The Governing Body reviewed projects and funding recommendations from staff at the October 13, 2022, CIP Work Session. Council provided direction to fund six new projects as recommended by staff. The attached Funded Projects schedule shows the projects that have been funded by the Governing Body in the past and now includes the new projects.

The new funded projects are:

Project	Funded Amount
Purchase 414 E. 4 th Street	\$243,000
2027 Street Preservation Program	\$149,600
2023 CDBG Project	\$328,500
2025 CDBG Project	\$300,000
2027 CDBG Project	\$300,000
Lead & Copper Rule Revision Inventory	\$84,255

Projects completed since the draft of the CIP was presented on October 13, 2022:

- Stormwater Master Plan
- Water System Analysis

Adoption of the CIP will establish the funding, budget and time frame for the projects as listed on the Funded Projects Schedule. As projects move through the stages of the project life cycle, staff will bring contracts, funding/cost changes, timing changes, etc., to Council for approval.

Related Ordinance(s) or Statue(s): N/A

Funding Source: Various sources as described on individual project sheets.

Budget Allocated: Various amounts as listed on the 2023-2027 CIP Funded Projects List

Finance Director Approval:  x Karen Kindle, Finance Director

Recommendation: Adopt the 2022-2026 CIP.

Enclosed: 2023-2027 Schedule of Funded Projects
Funding Sources Forecast for the 2023-2027 CIP
Individual Project Sheets for Funded Projects

Prepared by:

Karen Kindle * Finance Director

2023-2027 CIP COMPLETED PROJECTS



Citywide Projects

Item #	Project Name	CIP Budget	Actual Expenditures	Under (Over) Budget	Comments
1	Intersection Improvements: Turn Lanes at US 56 & 199th St	\$ 200,000	\$ 155,042	\$ 44,958	Remaining balance will be returned to the General Fund.
2	ERP Software Exploration	\$ 75,000	\$ 36,101	\$ 38,899	Remaining balance will be returned to the General Fund.
3	2021 Street Preservation Program	\$ 94,216	\$ 90,576	\$ 3,640	Remaining balance will be transferred to the 2022 Street Preservation Program.
4	Acquisition of BBCWWTP Joint Infrastructure	\$ 4,389,548	\$ 4,389,548	\$ -	
5	Nelson: E. 3rd St. - W. 8th St. (CARS)	\$ 202,300	\$ 209,143	\$ (6,843)	Overage to be funded from Public Works Department Budget in the General Fund.
6	Corliss Rd Adjacent to IP 52	\$ 1,904,771	\$ 1,904,771	\$ -	
7	Stormwater Master Plan	\$ 174,895	\$ 103,834	\$ 71,061	Remaining balance will be returned to the General Fund.
8	Water System Analysis	\$ 27,500	\$ 10,500	\$ 17,000	Remaining balance will be returned to the Water Fund.

Homestead Ln TIF

Item #	Project Name	CIP Budget			Comments

LPKC Phase I Projects

Item #	Project Name	CIP Budget			Comments

LPKC Phase II Projects

Item #	Project Name	CIP Budget			Comments

2023-2027 CIP FUNDED PROJECTS



Citywide Projects

	Project Name	2023-2027 CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
1	Unified Development Code Update	\$ 110,000	Design	25%	25%	Dec-17	TBD	Discontinued use of outside consultant in early 2019. Project to be completed by City Staff. Chapters 4, 7, 10, 12 and 16 have been approved by Council. Project will progress again once the Comprehensive Plan is completed.
2	207th Street Grade Separation/8th & Braun	\$ 12,000,000	Construction	90%	60%	Jan-18	Jan-23	Bridge portion of project is complete. The vault for 8th & Braun will be built in Sept. and installation in Oct. Substantial completion Dec 2021. Final completion May 2022. Scope increased to include intersection at 8th & Braun.
3	The Greenspace	\$ 8,704,950	Design	30%	30%	Apr-19	Dec-24 (depends on availability of materials)	The project is currently in transition from SD to DD. Approval by CC on 09-08-22. Public input process held during first half of 2019. Converted project from design/build to design/bid/build. Architect on board. Owner's Rep on board. Construction phase timing to be determined.
4	Space Needs Study for City Hall	\$ 50,000	Design	0%	0%	Sep-21	TBD	The work of this project will be done in conjunction with The Greenspace Project. Architect on board. Construction phase timing to be determined.
5	Comprehensive Plan Update	\$ 150,000	Design	15%	15%	Nov-21	Nov-23	Contract with Confluence, Inc., approved by Council on 4/14/2022. Community meetings are underway.
6	Glendell Acres Park Renovation	\$ 740,867	Design	60%	30%	Nov-19	TBD (depends on availability of materials)	In Design, expected to go to bid by beginning of 2023. Consultant hired. Public input process complete. Design concept work session held with Council on 9/9/2021.
7	Manor Park Monument Sign	incl in Glendell Acres Park Project	Concept	0%	0%	Nov-19	TBD (depends on availability of materials)	To be done as part of Glendell Acres Park Renovation project. Cost to come out of that project.
8	Wastewater Master Plan	\$ 294,073	Design	90%	80%	Jan-20	Dec-22	Finalizing report.
9	2021 CDBG Project 7th Street and Nelson Sanitary Sewer Project	\$ 518,000	Construction	90%	90%	Dec-19	Dec-22	Project is complete, waiting on As-Builts and then can close.
10	ERP Software Acquisition	\$ 275,000	Design	0%	0%	Jan-20	Dec-23	Contract with Tyler Technologies approved at the 11/18/2022 Council Meeting. Implementation activities have started and staff is working with Tyler Technologies to develop the schedules for the various phases of the project.
11	2022 Street Preservation Program	\$ 80,623	Construction	80%	80%	Jan-22	Dec-22	Nearing completion, should be ready to present to council at 09/2/2022 meeting. Street maintenance program presentation at the 10/8/2020 City Council meeting.
12	Purchase 414 E. 4th Street	\$ 243,000	Design	75%	75%	Sep-22	Dec-22	Closing is scheduled for early November.

**2023-2027 CIP
FUNDED PROJECTS**

13	Streetlight Inventory	\$ 16,500	Concept	0%	0%	Mar-21	Aug-23	Consensus to fund at 10/10/2019 CIP Work Session. RFQ for consultant in process.
14	Streetlight Study	\$ 50,000	Concept	0%	0%	Mar-21	Aug-23	Consensus to fund at 10/10/2019 CIP Work Session. RFQ for consultant in process.
15	IBC/IRC Code Update	\$ 27,300	Design	15%	15%	Dec-21	Dec-23	GBA will prepare 3 options for the City Council to consider regarding which version of the code to adopt. GBA has started the project.
16	Library Brick Repairs	\$ 63,500	Construction	30%	30%	Dec-21	Jun-23	LOI returned, will be awarding contract in October 2022. Repair deteriorated brick on the East and West walls of the Library and the patio walls.
17	Library Roof Replacement	\$ 75,600	Construction	30%	30%	Dec-21	Jun-23	LOI returned, will be awarding contract in October 2022. Replace the Library roof.
18	191st Street Bifurcation	\$ 115,000	Design	70%	30%	Oct-21	TBD	Safety study has been completed. Early portion of design completed. Next steps dependant on KDOT project at Gardner Rd and I-35
19	2nd St: Nelson-Termination of Grade Sep	\$ 4,900,500	Concept	0%	0%	Jan-22	Dec-24	Design and construct this portion of 2nd Street.
20	2023 Street Preservation Program	\$ 158,063	Concept	0%	0%	Jan-23	Dec-23	Street maintenance program presentation at the 10/8/2020 City Council meeting.
21	City Facility Security Exploration	\$ 10,000	Concept	0%	0%	Jan-23	Dec-23	Assess current security measures and related risks. Identify measures to mitigate risks. Develop a plan to implement the risk mitigation measures including estimated costs of projects.
22	Edgerton Lake Park/Dam Exploration	\$ 75,000	Concept	0%	0%	Jan-23	Dec-23	Develop a plan for renovating Edgerton Lake Park, including any work needed to be done to the dam. To include grand funding options.
23	Trail Master Plan	\$ 50,000	Concept	0%	0%	Jan-23	Dec-23	Develop an inventory of the City's trails and list opportunities for additional trails and connecting to other trails in the area. To include grant funding opportunities.
24	Lead and Copper Rule Revision Inventory	\$ 84,255	Concept	0%	0%	Jan-23	Dec-23	Staff is monitoring information from KDHE and working on the application for the State Revolving Loan Fund.
25	2023 CDBG Project	\$ 328,500	Concept	0%	0%	Nov-22	Dec-23	CDBG Grant application process completed.
26	2024 Street Preservation Program	\$ 149,600	Concept	0%	0%	Jan-24	Dec-24	Street maintenance program presentation at the 10/8/2020 City Council meeting.
27	Martin Creek Park Exploration	\$ 125,000	Concept	0%	0%	Jan-25	Dec-25	Develop a plan for renovating Martin Creek Park.
28	2025 Street Preservation Program	\$ 149,600	Concept	0%	0%	Jan-25	Dec-25	Street maintenance program presentation at the 10/8/2020 City Council meeting.
29	2025 CDBG Project	\$ 300,000	Concept	0%	0%	Nov-24	Dec-25	Staff will review application materials when they become available.
30	2026 Street Preservation Program	\$ 149,600	Concept	0%	0%	Jan-26	Dec-26	Street maintenance program presentation at the 10/8/2020 City Council meeting.
31	2027 Street Preservation Program	\$ 149,600	Concept	0%	0%	Jan-27	Dec-27	Street maintenance program presentation at the 10/8/2020 City Council meeting.
32	2027 CDBG Project	\$ 300,000	Concept	0%	0%	Nov-26	Dec-27	Staff will review application materials when they become available.

**2023-2027 CIP
FUNDED PROJECTS**

Homestead Ln TIF

	Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
33	On-the-Go Street/Sewer (200th St.)	\$ 1,750,000	Construction	95%	95%	Jul-20	Nov-22	Sewer portion is complete. Final acceptance of 200th Street is pending completion of punch list items.

LPKC Phase 1

	Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
	None.							

LPKC Phase 2

	Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
	None.							

Dwyer Farm RHID

	Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
34	Dwyer Farm Sewer Main Extension	\$ 2,680,800	Concept	0%	0%	TBD	TBD	Development agreement approved by Council on 9/22/2022.
35	8th Street/Edgerton Road (Incl Bridge)	\$ 2,345,000	Concept	0%	0%	TBD	TBD	Development agreement approved by Council on 9/22/2022.
36	Braun Street/207th Street	\$ 4,625,000	Concept	0%	0%	TBD	TBD	Development agreement approved by Council on 9/22/2022.
37	Dwyer Farm Waterline Improvements	\$ 620,300	Concept	0%	0%	TBD	TBD	Development agreement approved by Council on 9/22/2022.

2023-2027 CIP Funding Sources



	Available Balance 12/31/2021	2022	2023	2024	2025	2026	2027	Total
General Fund	<i>The money available for this funding source comes from the estimated fund balance in excess of the reserve requirement. The City's policy requires the reserve amount to be 17% - 25% of budgeted revenues. The amounts listed here are the funds in excess of 25% of budgeted revenues. Funds in excess of the reserve requirement can be used for one-time expenditures. This funding source should not be used for recurring items as there isn't any guarantee that there will be fund balance in excess of the reserve requirement each year.</i>							
Forecast	\$ 1,045,098	\$ 145,702	\$ (595,135)	\$ -	\$ -	\$ -	\$ -	\$ 595,665
Committed in CIP		195,000	-	-	-	-	-	195,000
Available Amount	\$ 1,045,098	\$ 995,800	\$ 400,665	\$ 400,665	\$ 400,665	\$ 400,665	\$ 400,665	\$ 400,665
Special Highway Fund	<i>This fund receives the gas tax, and according to state statute the money can only be used on roads.</i>							
Forecast	\$ 11,593	\$ 52,493	\$ 49,600	\$ 49,600	\$ 49,600	\$ 49,600	\$ 49,600	\$ 312,086
Committed in CIP		55,623	58,063	49,600	49,600	49,600	49,600	312,086
Available Amount	\$ 11,593	\$ 8,463	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Park & Rec Fund	<i>This fund receives 1/2 of the alcohol tax, and according to state statute can only be spent on parks.</i>							
Forecast	\$ 38,687	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 92,687
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 38,687	\$ 47,687	\$ 56,687	\$ 65,687	\$ 74,687	\$ 83,687	\$ 92,687	\$ 92,687
Street Excise Tax	<i>This funding source comes from the excise tax charged when platting land outside of LPKC. Use of this funding source is limited to street/road projects.</i>							
Forecast	\$ 196,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 196,688
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 196,688	\$ 196,688	\$ 196,688	\$ 196,688	\$ 196,688	\$ 196,688	\$ 196,688	\$ 196,688
Park Impact Fee	<i>This funding source comes from the park impact fee charged when a building/home is being constructed. Use of this funding source is limited to park projects. This is a one-time source of funding.</i>							
Forecast	\$ 305,686	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 305,686
Committed in CIP		-	75,000	-	-	-	-	75,000
Available Amount	\$ 305,686	\$ 305,686	\$ 230,686	\$ 230,686	\$ 230,686	\$ 230,686	\$ 230,686	\$ 230,686

**Note: Council has discussed dedicating up to \$200,000 in additional funding for the Glendell Acres project from this source.*

2023-2027 CIP Funding Sources



	Available Balance 12/31/2021	2022	2023	2024	2025	2026	2027	Total
CARS	The City applies to the Johnson County CARS program for funding, and if approved must enter into an interlocal agreement with Johnson County. Generally, the CARS program will pay 50% of allowed project costs. These funds are limited to the specific road project listed in the agreement.							
Forecast	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Committed in CIP	1,000,000	-	-	-	-	-	-	1,000,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
KDOT	These funds are granted by KDOT and governed by an interlocal agreement with KDOT. These funds can only be used on the specific road project listed in the agreement.							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Cities	This source represents the funding that another city or Johnson County is providing for a joint project. The funds are governed by the interlocal agreement and can only be spent on the project(s) listed in the agreement.							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	Grants can come from many sources. However, all grant money is governed by the grant agreement, and can only be used for the projects listed in the grant agreement.							
Forecast	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ 600,000	\$ 600,000
Committed in CIP	-	200,000	-	200,000	-	200,000	600,000	600,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIF Maintenance Fee (Life of abatement 10 yrs)	This funding source comes from the 9¢ per square foot of buildings at LPKC. The money comes from the Public Infrastructure Fund (PIF) and is transferred to the various funds as determined by Council approved uses. The calculation is based on square feet on January 1st and payment is received throughout the year. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source less amounts approved for other uses besides capital projects (i.e, equipment reserve, partial allocation of staff salary/benefits, etc). Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.							
Forecast	\$ -	\$ 35,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 535,000
Committed in CIP	-	35,000	100,000	100,000	100,000	100,000	100,000	535,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2023-2027 CIP Funding Sources



	Available Balance 12/31/2021	2022	2023	2024	2025	2026	2027	Total
Economic Development Fund	<i>This funding source comes from the 14¢ per square foot of buildings at LPKC Phase 2. The money comes from the Phase 2 Public Infrastructure Fund (PIF). The calculation is based on square feet on January 1st. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source. The fee lasts for the term of the abatement on the building (10 years). The funds can only be used for economic development purposes. Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.</i>							
Forecast	\$ 756,483	\$ (756,483)	\$ 50,000	\$ -	\$ 125,000	\$ -	\$ -	\$ 175,000
Committed in CIP		-	50,000	-	125,000	-	-	175,000
Available Amount	\$ 756,483	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-LPKC Origination Fees	<i>These fees are charged on sales tax only IRB issues for entities outside of LPKC Phases 1 and 2. Can only be used for economic development purposes.</i>							
Forecast	\$ 76,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,740
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 76,740	\$ 76,740	\$ 76,740	\$ 76,740	\$ 76,740	\$ 76,740	\$ 76,740	\$ 76,740
Water Fund	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ 47,429	\$ (18,396)	\$ 27,637	\$ 5,086	\$ (1,193)	\$ (2,316)	\$ 26,477	\$ 84,724
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 47,429	\$ 29,033	\$ 56,670	\$ 61,756	\$ 60,563	\$ 58,247	\$ 84,724	\$ 84,724
System Dev Fee - Water	<i>This funding source comes from the fee charged when a new connection is made to the water system. Use of this funding source is limited to construction of the water system.</i>							
Forecast	\$ 25,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,772
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772
Sewer Fund	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ 439,429	\$ (31,025)	\$ 121,468	\$ (40,166)	\$ (15,488)	\$ 18,768	\$ 48,808	\$ 541,794
Committed in CIP		-	128,500	-	100,000	-	100,000	328,500
Available Amount	\$ 439,429	\$ 408,404	\$ 401,372	\$ 361,206	\$ 245,718	\$ 264,486	\$ 213,294	\$ 213,294
System Dev Fee - Sewer	<i>This funding source comes from the fee charged when a new connection is made to the sewer system. Use of this funding source is limited to construction of the sewer system.</i>							
Forecast	\$ 882,435	\$ (337,820)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 544,615
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 882,435	\$ 544,615	\$ 544,615	\$ 544,615	\$ 544,615	\$ 544,615	\$ 544,615	\$ 544,615

2023-2027 CIP Funding Sources

	Available Balance 12/31/2021	2022	2023	2024	2025	2026	2027	Total
GO Bonds	<i>This funding source reflects issue general obligation bonds for a project. The bond proceeds can only be used for the project(s) for which the bonds were issued. Any money left over is used to pay down the bonds.</i>							
Forecast	\$ -	\$ -	\$ 5,000,000	\$ 3,704,950	\$ -	\$ -	\$ -	\$ 8,704,950
Committed in CIP		-	5,000,000	3,704,950	-	-	-	8,704,950
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Temp Notes	<i>This funding source reflects issuing general obligation temporary notes for a project. The temp note proceeds can only be used for the project(s) for which the notes were issued. Any money left over is used to pay off the notes. Temp notes are usually issued for a maturity of one year and can be renewed annually until they are paid off. They are a short-term financing mechanism to cover cash flows of a project until the funding sources are received.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Revolving Loan Fund	<i>This funding source represents revolving loan funds received from the State of Kansas. Use of this funding source is limited to the project(s) listed in the revolving loan fund agreement.</i>							
Forecast	\$ -	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Committed in CIP		-	55,000	-	-	-	-	55,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIF - LPKC Phase 1	<i>The use of this funding source is governed by the financing agreement for LPKC.</i>							
Forecast	\$ -	\$ 3,115,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,115,000
Committed in CIP		3,115,000	-	-	-	-	-	3,115,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIF - LPKC Phase 2	<i>The use of this funding source is governed by the financing agreement for LPKC Phase 2.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIF	<i>The use of this funding source is governed by the TIF Statutes and TIF Project Plans.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2023-2027 CIP Funding Sources



	Available Balance 12/31/2021	2022	2023	2024	2025	2026	2027	Total
Other	<i>This represents funding sources not otherwise categorized.</i>							
Forecast	\$ -	\$ 69,550	\$ -	\$ 1,900,500	\$ -	\$ -	\$ -	\$ 1,970,050
Committed in CIP		69,550	-	1,900,500	-	-	-	1,970,050
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
American Rescue Plan Act (ARPA) Grant	<i>These funds are restricted per the Final Rule issued by the US Treasury Department on 1/10/2022. The City has selected to use the funds for the revenue loss. This option allows the City to use the funds for government services, including utility infrastructure.</i>							
Forecast	\$ 136,127	\$ 136,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272,255
Committed in CIP		243,000	29,255	-	-	-	-	272,255
Available Amount	\$ 136,127	\$ 29,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RHID								
Forecast	\$ -	\$ -	\$ 10,271,100	\$ -	\$ -	\$ -	\$ -	\$ 10,271,100
Committed in CIP		-	10,271,100	-	-	-	-	10,271,100
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8044	Funding Status:	Funded
Dept:	Community Development	Project Status:	Design
Citizen Survey:	N/A	Project Manager:	Beth Linn
Secondary Citizen Survey:	N/A		

Project Name: Unified Development Code Update

Project Description: The City of Edgerton did tremendous work on the Unified Development Code Industrial regulations in preparation for Logistics Park Kansas City. However, many other sections of the UDC need updating to reflect the shared vision of the future of Edgerton to help facilitate the correct location and type of development. These updates would focus mainly on residential and commercial, but would include smaller updates to the Industrial and Site Plans sections. Updating the Comprehensive Plan as a community would lay the foundation for the update to the Development Code.

Operations Impact: Update is being done 100% in house by staff currently in place. While it is a priority to complete the update process, staff has day to day work that also must be completed while working on the UDC update concurrently. No overtime has been authorized for non-exempt staff.

Additional Staff: Chris Clinton

Outside Funding Available? No

Notes:

Year of Design 2017-TBD
Year of Construction n/a

Year of Completion TBD

Inflation Factor:

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Project Cost	Todays \$	2018	2019	2020	2021	2022	2023
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	84,824	21,716	23,109	-	-	-	39,999
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,176	102	-	444	-	-	4,630
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	20,000	-	3,674	88	88	-	16,150
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 110,000	\$ 21,818	\$ 26,783	\$ 532	\$ 88	\$ -	\$ 60,779

Project Financing

General Fund	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	8039
Dept:	Public Works
Primary Citizen Survey:	1 - Streets
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name: 207th Street Grade Separation

Project Description: The 207th Street Grade Separation project would construct a new bridge at the intersection of 207th Street and Co-op Road to elevate the road over the Burlington Northern Santa Fe Railway Trasncon Line and neighboring creek. Both 207th Street and Co-op Road are designated truck routes. Therefore, vehicles using the grade separation would include cars, trucks (with freight and particularly agricultural use). Edgerton anticipates the bridge would also be constructed to accommodate other multi-modal users such as pedestrians and bicyclists. It would also allow uninterrupted movement of freight via rail. Includes improvements to the intersection at 8th & Braun.

Operations Impact: This project will add a bridge to the City's list of bridges that would need to be inspected and maintained.

Additional Staff: Beth Linn
Brian Stanley

Outside Funding Available? Yes

Notes: Eligible for CARS funding in 2021

Year of Design 2018-2020
Year of Construction 2021

Year of Completion 2023

Inflation Factor:

Project Cost	Todays \$	2018 & Prior	2019	2020	2021	2022	2023
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	988,800	143,581	618,356	106,488	120,375	4,740	24,500
Construction	8,988,400	-	-	-	8,988,400	1,221,137	300,000
Construction Inspection	582,510	-	-	-	582,510	51,435	-
City Engineer	186,000	9,435	10,228	7,533	158,804	5,023	-
Utility Relocation	77,000	-	13,042	31,044	32,914	-	50,000
Land Acquisition/ROW/Easements	1,152,648	-	4,402	1,137,246	11,000	5,254	350,000
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	24,642	2,525	7,378	14,551	188	2,054	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 12,000,000	\$ 155,541	\$ 653,406	\$ 1,296,862	\$ 9,894,191	\$ 1,289,643	\$ 724,500

Project Financing

CARS	1,000,000	-	-	-	-	1,000,000	-
PIF - LPKC Phase 1	11,000,000	96,133	690,847	1,248,543	8,964,477	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 12,000,000	\$ 96,133	\$ 690,847	\$ 1,248,543	\$ 8,964,477	\$ 1,000,000	\$ -

**City of Edgerton
Project Cost Sheet**

Project Number:	8070
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	5 - Facilities

Funding Status:	Funded
Project Status:	Design
Project Manager:	Dan Merkh

Project Name: The Greenspace

Project Description: The Greenspace is a one-story building at approximately 13,000 square feet. Includes a gymnasium for basketball, volleyball and pickle ball as well as a walking track. There will be a community rooms for meetings, senior luncheons, parties and games that will be linked to the exterior stage. Includes a fitness room for community use that serves dual purpose as a Storm Shelter. Includes kitchen to support events in the building. Support services include restrooms, storage rooms for the City and for Scouts, mechanical equipment, etc. The Greenspace includes conference rooms available to public and city staff with space dedicated for building administration. Also include exterior improvements to the Greenspace Lawn, improvements to Nelson Street (from 3rd Street to 4th Street) and a new parking lot on the south. The Greenspace Lawn will include a covered stage, lawn seating area for concerts and performances and a new splash pad.

Operations Impact: Would anticipate moving office of Parks and Recreation Coordinator to this facility. Budget impact would include cost of utilities to operate the facility (electricity, gas, chemicals, cleaning services, internet). May also require addition of part-time position to assist with facility rental. Long-term maintenance of interior/exterior of building also.

Additional Staff: Brian Stanley

Outside Funding Available? Yes

Notes: Could be eligible for grant funding.

Year of Design 2021-2022
Year of Construction 2023
Year of Completion 2024

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	732,693	612	-	-	549,061	183,020	-
Construction	7,565,549	-	-	756,555	3,404,497	3,404,497	-
Construction Inspection	236,558	-	111	4,200	-	174,185	58,062
City Engineer	-	-	-	-	-	-	-
Utility Relocation	22,300	-	-	-	10,000	12,300	-
Land Acquisition/ROW/Easements	36,100	-	5,000	31,100	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	111,750	-	2	-	250	111,000	498
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 8,704,950	\$ 612	\$ 5,113	\$ 791,855	\$ 3,963,808	\$ 3,885,002	\$ 58,560

Project Financing

GO Bonds	8,704,950	-	-	-	-	5,000,000	3,704,950
Total Funding Sources	\$ 8,704,950	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 3,704,950

City of Edgerton Project Cost Sheet

Project Number:	8052	Funding Status:	Funded
Dept:	Facilities	Project Status:	Concept
Primary Citizen Survey:	5 - Facilities	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Space Needs Study for City Hall

Project Description: City Hall has reached its capacity for housing staff. As the City continues to grow and mature, so will the needs for additional services and/or staff. A Space Needs Study would identify the future needs for services (for both the citizens and staff) and for housing of staff. This study would help provide the foundation to identify possible additional solutions to provide services/house staff in other facilities. It would also identify the needs for the renovation of City Hall and any challenges/limitations with regard to its status on the historic registry.

Operations Impact:

Additional Staff: Brian Stanley
Beth Linn

Outside Funding Available? No

Notes:

Year of Design 2021-TBD
Year of Construction TBD

Year of Completion TBD

Inflation Factor:

Project Cost	Todays \$	2017	2018	2019	2020	2021	2022
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	50,000	-	-	-	-	-	50,000
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000

Project Financing

General Fund	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8092	Funding Status:	Funded
Dept:	Community Development	Project Status:	Concept
Primary Citizen Survey:	N/A	Project Manager:	Kara Banks
Secondary Citizen Survey:	N/A		

Project Name: Comprehensive Plan Update

Project Description: The updating of a comprehensive plan allows Edgerton citizens, elected and appointed officials, business owners and interested members of the public an opportunity to identify a vision for the future of Edgerton. The process identifies the elements of that shared vision, infrastructure and facilities needed to support that shared vision, the location and types of development desired in the future. One of the areas of concentration that was not completed during the last update was articulating the vision for downtown.

Operations Impact: The Comprehensive Plan is an integral part of how staff reviews rezonings, planning submissions and revisions to the Unified Development Code. An RFP will be outlined in the 3rd quarter of 2020 with the completion of the project occurring in 2022.

Additional Staff: Chris Clinton
Beth Linn

Outside Funding Available? No

Notes:

Year of Design 2021-2023
Year of Construction n/a
Year of Completion 2023

Inflation Factor:

Project Cost	Today's \$	2021	2022	2023	2024	2025	2026	
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	\$ -
Design	150,000	-	25,000	50,000	75,000	-	-	\$ 150,000
Construction	-	-	-	-	-	-	-	\$ -
Construction Inspection	-	-	-	-	-	-	-	\$ -
City Engineer	-	-	-	-	-	-	-	\$ -
Utility Relocation	-	-	-	-	-	-	-	\$ -
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-	\$ -
Permits	-	-	-	-	-	-	-	\$ -
Misc. (Legal, recording fees)	-	-	-	-	-	-	-	\$ -
Contingency	-	-	-	-	-	-	-	\$ -
Total Cost	\$ 150,000	\$ -	\$ 25,000	\$ 50,000	\$ 75,000	\$ -	\$ -	\$ 150,000

Project Financing								
General Fund	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Funding Sources	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

City of Edgerton Project Cost Sheet

Project Number:	8076	Funding Status:	Funded
Dept:	Public Works	Project Status:	Design
Primary Citizen Survey:	1 - Streets	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Stormwater Master Plan

Project Description: The Stormwater Master Plan will help to identify the correct stormwater solutions related to maintenance and repair projects, as well as new construction and development. A Stormwater Master Plan will help to identify areas of deficiency with in the City of Edgerton's Stormwater network.

Operations Impact: This project/program will have very little or no impact on the day to day operations of the City or residents.

Additional Staff:

Outside Funding Available? Maybe

Notes: Funding might be available from Johnson County SMAC.

Year of Design 2020-2021
Year of Construction n/a

Year of Completion 2022

Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	159,895	-	27,291	70,343	1,206	61,055	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	14,914	-	3,108	1,800	-	10,006	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	86	-	86	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 174,895	\$ -	\$ 30,485	\$ 72,143	\$ 1,206	\$ 71,061	\$ -

Project Financing

General Fund	\$ 174,895	\$ 160,000	\$ 14,895	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 174,895	\$ 160,000	\$ 14,895	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8074
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Design
Project Manager:	Dan Merkh

Project Name: Glendell Acres Park Renovation

Project Description: Design and renovate Glendell Acres Park with new equipment, a finished sidewalk system, re-purposed greenspaces, and landscaping.

Operations Impact: Updating this neighborhood park will lower safety hazards, increase attractiveness, and provide more enjoyable recreational activities for citizens.

Additional Staff: Trey Whitaker
Brian Stanley

Outside Funding Available? No

Notes: Used 7.5% of construction cost for inspection estimates, 5% of project cost for city engineer and contingency estimates. This is half of estimates David Hamby gave for sewer projects.

Year of Design 2021
Year of Construction TBD

Year of Completion TBD

Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	54,878	-	-	54,878	-	-	-
Construction	583,820	-	-	-	583,820	-	-
Construction Inspection	43,787	-	-	-	43,787	-	-
City Engineer	29,191	-	-	5,000	24,191	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	700	-	-	700	-	-	-
Contingency	28,491	-	-	-	28,491	-	-
Total Cost	\$ 740,867	\$ -	\$ -	\$ 60,578	\$680,289	\$ -	\$ -

Project Financing

Park Impact Fee	740,867	740,867	-	-	-	-	-
Total Funding Sources	\$ 740,867	\$ 740,867	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Parks	Project Status:	Concept
Primary Citizen Survey:	2 - Parks	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Manor Park Monument Sign

Project Description:	With the upgrades and new construction completed at Manor Park. In conjunction with the Parks Master Plan, staff along with BG is working on identifying the cost structure for this and will work to fine tune this as information is available.
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Operations Impact:	This will have minimal impact on day to day operations.
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Additional Staff: Trey Whitaker

Outside Funding Available? No

Notes: Cost to be included in Glendell Acres Park Renovation Project budget.

Year of Design	2022
Year of Construction	2022

Year of Completion	TBD
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Inflation Factor:

[illegible]

Project Financing

[illegible]

City of Edgerton Project Cost Sheet

Project Number:	8077	Funding Status:	Funded
Dept:	Sewer	Project Status:	Design
Primary Citizen Survey:	6 - Sewer	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Wastewater Master Plan

Project Description: Develop a master plan for the wastewater utility, including GIS mapping of utility infrastructure.

Operations Impact: Will help the City identify and program future wastewater projects.

Additional Staff: Mike Mabrey

Outside Funding Available? Unknown

Notes:

Year of Design 2020-2021
Year of Construction n/a

Year of Completion 2022

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	279,073	-	172,827	106,246	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	15,000	-	5,661	9,339	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 294,073	\$ -	\$ 178,488	\$ 115,585	\$ -	\$ -	\$ -

Project Financing							
System Dev Fee - Sewer	294,073	275,000	19,073	-	-	-	-
Total Funding Sources	\$ 294,073	\$ 275,000	\$ 19,073	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8084
Dept:	Sewer
Primary Citizen Survey:	6 - Sewer
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name: 2021 CDBG Project

Project Description: Replace approximately 1200 linear feet of clay tile sanitary sewer line, using the estimate cost for Pipe Bursting as provided by David Hamby, City Engineer. Project will Start on West 7th Street, moving south to the line that runs just north of W Nelson St and heading east until it reaches the west end of Edgerton Elementary, where the line will then run North up to connect to the line that runs behind Edgerton Elementary. Staff will replace as much linear feet as is allowed by budget and look into appropriate replacement method and line size during design.

Operations Impact: Replacing the clay tile sanitary sewer line would reduce inflow and infiltration of stormwater into the City's sewer system, reducing treatment costs at the sewer plant. I & I won't be eliminated since there would still be some I & I from the clay tile lines on private property.

Additional Staff: Mike Mabrey
Brian Stanley

Outside Funding Available? Yes

Notes: The City plans to apply for CDBG funds, which would require matching funds from the City. Estimated cost at \$260 per linear foot at 1200 linear feet, per David Hamby recommendation for Pipe Bursting method.

Year of Design 2020
Year of Construction 2021

Year of Completion 2022

Inflation Factor:

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Project Cost	Todays \$	2018	2019	2020	2021	2022	2023
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	129,471	-	-	-	80,216	49,255	-
Construction	229,764	-	-	-	229,764	-	-
Construction Inspection	38,989	-	-	-	38,989	-	-
City Engineer	31,200	-	633	222	30,345	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	15,600	-	-	-	15,600	-	-
Contingency	72,976	-	-	-	72,976	-	-
Total Cost	\$ 518,000	\$ -	\$ 633	\$ 222	\$ 467,890	\$ 49,255	\$ -

Project Financing	2018	2019	2020	2021	2022	2023
Grants	200,000	-	-	200,000	-	-
Sewer Fund	318,000	-	200,000	118,000	-	-
Total Funding Sources	\$ 518,000	\$ -	\$ -	\$ 200,000	\$ 318,000	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8097
Dept:	Administration
Primary Citizen Survey:	N/A
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Design
Project Manager:	Karen Kindle

Project Name: ERP Software Acquisition/Implementation

Project Description: Purchase an enterprise resource planning (ERP) management information system, a system of integrated applications used to manage the City's operations and automate various functions within the City, such as permits, licenses, budget and accounting, payroll, human resources, work orders, customer relationship management (CRM), court, etc. The City consistently experiences issues with the current software's core functions, which require significant staff time to resolve and cause routine processes to take much longer than needed. In addition, the current software lacks features needed for the City's operations or features that are not adequate to meet the City's needs. For example, the software includes a project accounting feature, but the reporting is limited. The software also has a budgeting feature, but staff must still maintain several spreadsheets outside of the system in order to prepare the annual budget. While the software company makes updates to the functionality on an annual basis, they don't always include what the City needs. In addition, the software is Microsoft Access based, while the current technology is .Net. .Net technology allows for more features, including automated work flows and reporting.

Operations Impact: Having the ability to automate processes within the City, having increased system reliability and having better reporting will save staff time and improve customer service.

Additional Staff: Justin Vermillion Beth Linn
Dan Merkh

Outside Funding Available?

Notes:

Year of Design 2021
Year of Construction 2021-2024

Year of Completion 2024

Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	275,000	-	-	-	49,888	210,113	15,000
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 275,000	\$ -	\$ -	\$ -	\$ 49,888	\$ 210,113	\$ 15,000

Project Financing

General Fund	\$ 275,000	\$ -	\$ 150,000	\$ 80,000	\$ 45,000	\$ -	\$ -
Total Funding Sources	\$ 275,000	\$ -	\$ 150,000	\$ 80,000	\$ 45,000	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number: 8118
 Dept: Public Works
 Primary Citizen Survey: 1 - Streets
 Secondary Citizen Survey:

Funding Status: Funded
 Project Status: Concept
 Project Manager: Dan Merkh

Project Name: 2022 Street Preservation Program

Project Description: Annual street preservation work determined by the tools in the Pavement Management Program.

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available? No

Notes:

Year of Design 2022
 Year of Construction 2022

Year of Completion 2022

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	80,623	-	80,623	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 80,623	\$ -	\$ 80,623	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	-	-	-	-	-	-	-
Special Highway Fund	55,623	-	55,623	-	-	-	-
PIF Maintenance Fee	25,000	-	25,000	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 80,623	\$ -	\$ 80,623	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8124
Dept:	Facilities
Primary Citizen Survey:	5 - Facilities
Secondary Citizen Survey:	

Funding Status:	Funded
Project Status:	Design
Project Manager:	Beth Linn

Project Name: Purchase of 414 E. 4th Street

Project Description: Purchase the property at 414 E. 4th Street as part of The Greenspace Project.

Operations Impact: Staff will have an additional property to maintain (mowing, etc.). When it is used as office space during the construction of The Greenspace building, utility costs and cleaning costs will be incurred, but those will be offset by reductions in those same types of expenditures for the Yellow House as those staff members will no longer be using the Yellow House.

Additional Staff: Dan Merkh

Time: N/A

Outside Funding Available? Yes

Notes: Possible use for ARPA Grant dollars.

Year of Design 2022
Year of Construction 2022

Year of Completion 2022

Inflation Factor:

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Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	240,000	240,000	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	3,000	3,000	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 243,000	\$ 243,000	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing							
ARPA Grant Funds	\$ 243,000	\$ 243,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 243,000	\$ 243,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	10,000	-	-	-	-	10,000	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	-	-	-	5,000	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	500	-	-	-	-	500	-
Contingency	1,000	-	-	-	-	1,000	-
Total Cost	\$ 16,500	\$ -	\$ -	\$ -	\$ -	\$ 16,500	\$ -

Project Financing							
General Fund	\$ 16,500	\$ -	\$ -	\$ 16,500	\$ -	\$ -	\$ -
Total Funding Sources	\$ 16,500	\$ -	\$ -	\$ 16,500	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Public Works	Project Status:	Concept
Primary Citizen Survey:	1 - Streets	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Streetlight Study

Project Description: This project would involve determining the City's streetlight needs in light of industry standards and would utilize the streetlight inventory.

Operations Impact:

Additional Staff: Trey Whitaker

Outside Funding Available? No

Notes:

Year of Design	2021	Year of Completion	2023
Year of Construction	2021		

Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	45,000	-	-	-	-	45,000	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	-	-	-	5,000	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -

Project Financing							
General Fund	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
Total Funding Sources	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8109
Dept:	Water
Primary Citizen Survey:	4 - Water
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Design
Project Manager:	Dan Merkh

Project Name: Water System Analysis

Project Description: Analysis of the City's Water Utility to determine if the City should retain ownership of the Water Utility.

Operations Impact:

Additional Staff: Mike Mabrey
Brian Stanley

Time: N/A

Outside Funding Available? No

Notes:

Year of Design 2021
Year of Construction N/A

Year of Completion TBD

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	24,800	10,500	5,000	9,300	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	2,700	-	-	2,700	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 27,500	\$ 10,500	\$ 5,000	\$ 12,000	\$ -	\$ -	\$ -

Project Financing							
Water Fund	27,500	27,500	-	-	-	-	-
Total Funding Sources	\$ 27,500	\$ 27,500	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8111
Dept:	Community Development
Primary Citizen Survey:	N/A
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Design
Project Manager:	Beth Linn

Project Name: IBC/IRC Code Update

Project Description: The City of Edgerton is currently on the 2006 I-Codes/Model Codes and the 2005 Electrical Code. The International Code Council updates building code every 3 years. Since the adoption of the 2006 version there have been 5 revisions/updates.

Operations Impact: The majority of the work would be done by the selected contractor. City staff would work as a liaison between the contractor and the Governing Body.

Additional Staff: Chris Clinton

Time: N/A

Outside Funding Available? No

Notes: Quote for service costs and timeline provided by GBA, the city's current contractor for building inspector and plans review services

Year of Design 2021-2022
Year of Construction n/a

Year of Completion 2023

Inflation Factor:

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Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	27,300	27,300	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 27,300	\$ 27,300	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 27,300	\$ 27,300	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	-	-	-	-	-	-	-
PIF Maintenance Fee	-	-	-	-	-	-	-
Economic Development Fund	-	-	-	-	-	-	-
Non-LPKC Origination Fees	-	-	-	-	-	-	-
GO Bonds	-	-	-	-	-	-	-
Temp Notes	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 27,300	\$ 27,300	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8112
Dept:	Facilities
Primary Citizen Survey:	5 - Facilities
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:	Library Brick Repairs
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Project Description:	Repair/replace the deteriorated brick on the Library. Brick work to be done primarily on the West wall and the East wall adjacent to the patio, and patio walls.
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Operations Impact:	N/A
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Additional Staff: Brian Stanley

Time:

Outside Funding Available?	Unknown
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Notes:	
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Year of Design	2022
Year of Construction	2022

Year of Completion	2023
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Inflation Factor:						
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Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	50,000	-	25,000	25,000	-	-	-
Construction Inspection	4,000	-	2,000	2,000	-	-	-
City Engineer	2,000	-	1,000	1,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,500	-	1,250	1,250	-	-	-
Contingency	5,000	-	2,500	2,500	-	-	-
Total Cost	\$ 63,500	\$ -	\$ 31,750	\$ 31,750	\$ -	\$ -	\$ -

Project Financing							
General Fund	31,750	31,750	-	-	-	-	-
Other	31,750	-	31,750	-	-	-	-
Total Funding Sources	\$ 63,500	\$ 31,750	\$ 31,750	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8113
Dept:	Facilities
Primary Citizen Survey:	5 - Facilities
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:	Library Roof Replacement
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Project Description:	Replace the library roof to prevent further damage from occurring. Existing roof is at the end of its useful life of 15-20 years.
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Operations Impact:	N/A
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Additional Staff: Brian Stanley

Time:

Outside Funding Available?	Unknown
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Notes:	
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Year of Design	2022
Year of Construction	2022

Year of Completion	2023
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Inflation Factor:						
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Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	60,000	-	30,000	30,000	-	-	-
Construction Inspection	7,200	-	3,600	3,600	-	-	-
City Engineer	2,400	-	1,200	1,200	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	6,000	-	3,000	3,000	-	-	-
Total Cost	\$ 75,600	\$ -	\$ 37,800	\$ 37,800	\$ -	\$ -	\$ -

Project Financing							
General Fund	37,800	37,800	-	-	-	-	-
Other	37,800	-	37,800	-	-	-	-
Total Funding Sources	\$ 75,600	\$ 37,800	\$ 37,800	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8110
Dept:	Public Works
Primary Citizen Survey:	1 - Streets
Secondary Citizen Survey:	

Funding Status:	Funded
Project Status:	Design
Project Manager:	Dan Merkh

Project Name:	191st Street Bifurcation
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Project Description:	This project includes the study of the area of 191st and Gardner Rd due to safety concerns brought to Council Members. Included in the project is a safety study and the design of the bifurcation of the roadway within City boundaries.
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Operations Impact:	
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Additional Staff: Beth Linn

Time: N/A

Outside Funding Available?	Unknown
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Notes:	
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Year of Design	2021-2022
Year of Construction	TBD

Year of Completion	TBD
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Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	109,500	109,500	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	5,500	5,500	-	-	-	-	-
Total Cost	\$ 115,000	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing							
PIF - LPKC Phase 1	\$ 115,000	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 115,000	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	
Dept:	Public Works
Primary Citizen Survey:	1 - Streets
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:	2nd Street: Nelson St. - terminus of 207th Grade Separation project
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Project Description:	This project will replace the sections of roadway from asphalt/chip seal to a concrete roadway with all supporting infrastructure. This section of roadway will be similar to the standard sections on E Nelson Street to-date. Linear feet to be replaced is 3,700.
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Operations Impact:	
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Additional Staff:

Outside Funding Available?	Maybe
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Notes:	Staff will determine if this roadway can be designated as a CARS route in order to be eligible for CARS funding.
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Year of Design	2022
Year of Construction	2024

Year of Completion	2024
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Inflation Factor:						
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Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	408,000	-	30,000	378,000	-	-	-
Construction	3,400,000	-	-	-	3,400,000	-	-
Construction Inspection	408,000	-	-	-	408,000	-	-
City Engineer	136,000	-	-	68,000	68,000	-	-
Utility Relocation	60,000	-	-	-	60,000	-	-
Land Acquisition/ROW/Easements	136,000	-	-	136,000	-	-	-
Permits	2,500	-	-	-	2,500	-	-
Misc. (Legal, recording fees)	10,000	-	-	10,000	-	-	-
Contingency	340,000	-	-	-	340,000	-	-
Total Cost	\$ 4,900,500	\$ -	\$ 30,000	\$ 592,000	\$ 4,278,500	\$ -	\$ -

Project Financing							
PIF LPKC Phase 1	3,000,000	-	3,000,000	-	-	-	-
Other	1,900,500	-	-	-	1,900,500	-	-
Total Funding Sources	\$ 4,900,500	\$ -	\$ 3,000,000	\$ -	\$ 1,900,500	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	158,063	-	158,063	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 158,063	\$ -	\$ 158,063	\$ -	\$ -	\$ -	\$ -

Project Financing							
Special Highway Fund	58,063	-	58,063	-	-	-	-
PIF Maintenance Fee	100,000	-	100,000	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 158,063	\$ -	\$ 158,063	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	
Dept:	Facilities
Primary Citizen Survey:	5 - Facilities
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: City Facility Security Exploration

Project Description: Assess current security measures and related risks. Identify measures to mitigate risks. Develop a plan to implement risk mitigation measures, including estimated costs of projects.

Operations Impact: N/A

Additional Staff: Brian Stanley

Time:

Outside Funding Available? Unknown

Notes:

Year of Design 2023
Year of Construction n/a

Year of Completion 2023

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	10,000	-	2,000	8,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 10,000	\$ -	\$ 2,000	\$ 8,000	\$ -	\$ -	\$ -

Project Financing							
General Fund	-	-	-	-	-	-	-
PIF Maintenance Fee	10,000	-	10,000	-	-	-	-
Grants	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name: Edgerton Lake Park/Dam Exploration

Project Description: Study options for renovating the Edgerton Lake Park as well as work that will need to be done to the dam.

Operations Impact:

Additional Staff: Brian Stanley

Time: N/A

Outside Funding Available? Yes

Notes:

Year of Design 2023
Year of Construction n/a

Year of Completion 2023

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	72,000	-	-	72,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	3,000	-	-	3,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	75,000	-	-	75,000	-	-	-
Economic Development Fund	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Brian Stanley

Time: N/A

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	48,000	-	-	48,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	2,000	-	-	2,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	-	-	-	-	-	-	-
Economic Development Fund	50,000	-	-	50,000	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:
Dept:
Primary Citizen Survey:
Secondary Citizen Survey:

Funding Status:
Project Status:
Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Brian Stanley

Time: N/A

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	84,255	-	84,255	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 84,255	\$ -	\$ 84,255	\$ -	\$ -	\$ -	\$ -

Project Financing							
ARPA Grant	\$ 29,255	\$ -	\$ 29,255	\$ -	\$ -	\$ -	\$ -
State Revolving Loan Fund	\$ 55,000	-	\$ 55,000	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 84,255	\$ -	\$ 84,255	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Mike Mabrey
Brian Stanley

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	50,000	30,000	20,000	-	-	-	-
Construction	200,000	-	200,000	-	-	-	-
Construction Inspection	40,000	-	40,000	-	-	-	-
City Engineer	8,000	4,000	4,000	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	8,000	4,000	4,000	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,500	-	2,500	-	-	-	-
Contingency	20,000	-	20,000	-	-	-	-
Total Cost	\$ 328,500	\$ 38,000	\$ 290,500	\$ -	\$ -	\$ -	\$ -

Project Financing	2022	2023	2024	2025	2026	2027
Grants	200,000	-	200,000	-	-	-
Sewer Fund	128,500	38,000	90,500	-	-	-
Total Funding Sources	\$ 328,500	\$ 38,000	\$ 290,500	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	149,600	-	-	149,600	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 149,600	\$ -	\$ -	\$ 149,600	\$ -	\$ -	\$ -

Project Financing							
Special Highway Fund	49,600	-	-	49,600	-	-	-
PIF Maintenance Fee	100,000	-	-	100,000	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 149,600	\$ -	\$ -	\$ 149,600	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Parks	Project Status:	Concept
Primary Citizen Survey:	2 - Parks	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Martin Creek Park Exploration

Project Description: Develop a master plan for Martin Creek Park, including identifying grant funding opportunities.

Operations Impact:

Additional Staff: Brian Stanley

Time: N/A

Outside Funding Available? Yes

Notes:

Year of Design 2025
Year of Construction N/A

Year of Completion 2025

Inflation Factor:

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	120,000	-	-	-	-	120,000	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	-	-	-	5,000	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	-	-	-	-	-	-	-
Economic Development Fund	125,000	-	-	-	-	125,000	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	149,600	-	-	-	149,600	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 149,600	\$ -	\$ -	\$ -	\$ 149,600	\$ -	\$ -

Project Financing							
Special Highway Fund	49,600	-	-	-	49,600	-	-
PIF Maintenance Fee	100,000	-	-	-	100,000	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 149,600	\$ -	\$ -	\$ -	\$ 149,600	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	
Dept:	Sewer
Primary Citizen Survey:	6 - Sewer
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:	2025 CDBG Project
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Project Description:	The 2025 CDBG Project will be a continuation on the 2023 CDBG Project. We will expend all 2023 Funds and pending where that gets us we will start this project where the 2023 project ends. More than likely in the North East Quadrant of the City.
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Operations Impact:	Replacing the clay tile sanitary sewer line would reduce inflow and infiltration of stormwater into the City's sewer system, reducing treatment costs at the sewer plant. I & I won't be eliminated since there would still be some I & I from the clay tile lines on private property.
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Additional Staff: Brian Stanley
Mike Mabrey

Time: N/A

Outside Funding Available?	Yes
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Notes:	The City plans to apply for CDBG funds, which would require matching funds from the City. Estimated cost at \$260 per linear foot at 1200 linear feet, per David Hamby recommendation for Pipe Bursting method.
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Year of Design	2024
Year of Construction	2025

Year of Completion	2025
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Inflation Factor:						
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Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	50,000	-	-	30,000	20,000	-	-
Construction	200,000	-	-	-	200,000	-	-
Construction Inspection	30,000	-	-	-	30,000	-	-
City Engineer	8,000	-	-	4,000	4,000	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,000	-	-	-	2,000	-	-
Contingency	10,000	-	-	-	10,000	-	-
Total Cost	\$ 300,000	\$ -	\$ -	\$ 34,000	\$ 266,000	\$ -	\$ -

Project Financing							
Grants	200,000	-	-	-	200,000	-	-
Sewer Fund	100,000	-	-	50,000	50,000	-	-
Total Funding Sources	\$ 300,000	\$ -	\$ -	\$ 50,000	\$ 250,000	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Public Works	Project Status:	Concept
Primary Citizen Survey:	1 - Streets	Project Manager:	Dan Merkh
Secondary Citizen Survey:			

Project Name: 2026 Street Preservation Program

Project Description: Annual street preservation work determined by the tools in the Pavement Management Program.

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available? No

Notes:

Year of Design	2026	Year of Completion	2026
Year of Construction	2026		

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	149,600	-	-	-	-	149,600	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 149,600	\$ -	\$ -	\$ -	\$ -	\$ 149,600	\$ -

Project Financing							
Special Highway Fund	49,600	-	-	-	-	49,600	-
PIF Maintenance Fee	100,000	-	-	-	-	100,000	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 149,600	\$ -	\$ -	\$ -	\$ -	\$ 149,600	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff:

Time: N/A

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	50,000	-	-	30,000	20,000	-	-
Construction	200,000	-	-	-	200,000	-	-
Construction Inspection	30,000	-	-	-	30,000	-	-
City Engineer	8,000	-	-	4,000	4,000	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,000	-	-	-	2,000	-	-
Contingency	10,000	-	-	-	10,000	-	-
Total Cost	\$ 300,000	\$ -	\$ -	\$ 34,000	\$ 266,000	\$ -	\$ -

Project Financing							
Grants	200,000	-	-	-	-	-	200,000
Sewer Fund	100,000	-	-	-	-	50,000	50,000
Total Funding Sources	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 250,000

City of Edgerton Project Cost Sheet

Project Number:	8090
Dept:	Sewer
Primary Citizen Survey:	6 - Sewer
Secondary Citizen Survey:	1 - Streets

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name: On-the-Go Street/Sewer (200th Street)

Project Description: Construct 200th Street to provide access to the On-th-Go Travel Plaza and construct sewer lines to connect the travel plaza to the City's sewer system.

Operations Impact: Will add street to be maintained and plowed during snow operations. Adds sewer infrastructure to be maintained.

Additional Staff:

Time:

Outside Funding Available? No

Notes:

Year of Design 2020
Year of Construction 2020

Year of Completion 2022

Inflation Factor:

Project Cost	Todays \$	2020	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	1,675,005	-	1,659,625	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	1,110	1,563	1,217	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	72,563	73,673	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,432	3,048	9,764	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 1,750,000	\$ 77,831	\$ 1,670,952	\$ 1,217	\$ -	\$ -	\$ -

Project Financing							
TIF-Homestead Ln Retail TIF	1,750,000	1,750,000	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 1,750,000	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff:

Time: N/A

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

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Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	180,000	-	180,000	-	-	-	-
Construction	1,500,000	-	1,500,000	-	-	-	-
Construction Inspection	180,000	-	180,000	-	-	-	-
City Engineer	60,000	-	60,000	-	-	-	-
Utility Relocation	50,000	-	50,000	-	-	-	-
Land Acquisition/ROW/Easements	60,000	-	60,000	-	-	-	-
Permits	5,000	-	5,000	-	-	-	-
Misc. (Legal, recording fees)	10,000	-	10,000	-	-	-	-
Contingency	300,000	-	300,000	-	-	-	-
Total Cost	\$ 2,345,000	\$ -	\$ 2,345,000	\$ -	\$ -	\$ -	\$ -

Project Financing							
RHID	\$ 2,345,000	\$ -	\$ 2,345,000	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 2,345,000	\$ -	\$ 2,345,000	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff:

Time: N/A

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

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Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	360,000	-	360,000	-	-	-	-
Construction	3,000,000	-	3,000,000	-	-	-	-
Construction Inspection	360,000	-	360,000	-	-	-	-
City Engineer	120,000	-	120,000	-	-	-	-
Utility Relocation	50,000	-	50,000	-	-	-	-
Land Acquisition/ROW/Easements	120,000	-	120,000	-	-	-	-
Permits	5,000	-	5,000	-	-	-	-
Misc. (Legal, recording fees)	10,000	-	10,000	-	-	-	-
Contingency	600,000	-	600,000	-	-	-	-
Total Cost	\$ 4,625,000	\$ -	\$ 4,625,000	\$ -	\$ -	\$ -	\$ -

Project Financing

RHID	\$ 4,625,000	\$ -	\$ 4,625,000	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 4,625,000	\$ -	\$ 4,625,000	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	
Dept:	Sewer
Primary Citizen Survey:	6 - Sewer
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:	Dwyer Farms Sewer Main Extension
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Project Description:	Install approximately 1600 LF of 8" sewer main across South Lake, BNSF rail, and KPC pipeline. This gravity main terminates at Edgerton Rd/8th Street. This project also includes installation of an equalization basin, improving the City Lift Station (EWWLS) to 1.1 MGD, an 18" transmission main, as well as upsizing a segment along Sunflower Rd.
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Operations Impact:	
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Additional Staff:	Time: N/A
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Outside Funding Available?	Yes
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Notes:	Utilize RHID
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Year of Design	2023
Year of Construction	
Year of Completion	

Inflation Factor:						
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Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	207,300	-	207,300	-	-	-	-
Construction	1,727,500	-	1,727,500	-	-	-	-
Construction Inspection	207,300	-	207,300	-	-	-	-
City Engineer	69,100	-	69,100	-	-	-	-
Utility Relocation	40,000	-	40,000	-	-	-	-
Land Acquisition/ROW/Easements	69,100	-	69,100	-	-	-	-
Permits	5,000	-	5,000	-	-	-	-
Misc. (Legal, recording fees)	10,000	-	10,000	-	-	-	-
Contingency	345,500	-	345,500	-	-	-	-
Total Cost	\$ 2,680,800	\$ -	\$ 2,680,800	\$ -	\$ -	\$ -	\$ -

Project Financing							
RHID	\$ 2,680,800	\$ -	\$ 2,680,800	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 2,680,800	\$ -	\$ 2,680,800	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Dwy

Project Number:	
Dept:	Water
Primary Citizen Survey:	4 - Water
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Dan Merkh

Project Name:	Dwyer Farms Waterline Improvements
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Project Description:	Assess need, and install upgraded waterline along 8th St./Edgerton Rd. approximately 1300 LF of waterline
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Operations Impact:	
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Additional Staff:

Time: N/A

Outside Funding Available?	Yes
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Notes:	Utilize RHID
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Year of Design	2023
Year of Construction	

Year of Completion	
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Inflation Factor:					
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Project Cost	Todays \$	2022	2023	2024	2025	2026	2027
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	46,800	-	46,800	-	-	-	-
Construction	390,000	-	390,000	-	-	-	-
Construction Inspection	46,800	-	46,800	-	-	-	-
City Engineer	15,600	-	15,600	-	-	-	-
Utility Relocation	20,000	-	20,000	-	-	-	-
Land Acquisition/ROW/Easements	15,600	-	15,600	-	-	-	-
Permits	2,500	-	2,500	-	-	-	-
Misc. (Legal, recording fees)	5,000	-	5,000	-	-	-	-
Contingency	78,000	-	78,000	-	-	-	-
Total Cost	\$ 620,300	\$ -	\$ 620,300	\$ -	\$ -	\$ -	\$ -

Project Financing							
RHID	\$ 620,300	\$ -	\$ 620,300	\$ -	\$ -	\$ -	\$ -
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 620,300	\$ -	\$ 620,300	\$ -	\$ -	\$ -	\$ -