

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
February 13, 2014
7:00 PM**

Call to Order

1. **Roll Call** ___ Roberts ___ Longanecker ___ Crooks ___ Cross ___ Wiseman ___ Brown
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Agenda Approval
5. City Council Meeting Minutes January 23, 2014

Regular Agenda

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

Business Requiring Action

8. **CONSIDER DESIGNATION OF RURAL WATER VOTING DELEGATE AND ALTERNATE DELEGATE**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER APPLICATION FP-12-03-2013 FOR FINAL PLAT OF TSL EDGERTON AT THE SOUTHWEST CORNER OF 191ST STREET AND WAVERLY ROAD**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER APPLICATION FP-12-19-2013 FOR FINAL PLAT OF LOGISTICS PARK KANSAS CITY, THIRD PLAT (LOT 3) AT 18905 KILL CREEK ROAD**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER AGREEMENT WITH PAYMENT SERVICE NETWORK, INC. AS PROVIDER FOR MERCHANT CREDIT CARD SERVICE AND ON-LINE PAYMENT TRANSACTIONS FOR THE CITY OF EDGERTON**

Motion: _____ Second: _____ Vote: _____

12. Report by the City Administrator

- o Dates for City Wide Garage Sale and City Wide Clean Up
- o Discussion regarding 3rd of July Community Picnic and Fireworks
- o Discussion regarding clearing of sidewalks during snow event

13. Report by the Mayor

14. Future Meeting/Event Reminders:

- February 17th President's Day – City Offices Closed
- February 19th Noon – Senior Lunch
- February 27th 7:00 PM – City Council Meeting

15. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
January 23, 2014**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton Kansas on January 23, 2014. The meeting convened at 7:00 p.m. with Mayor Donald Roberts presiding, and City Clerk Janeice L. Rawles recording.

Council members in attendance: Heidi Wiseman
Clay Longanecker
Cindy Crooks
Frances Cross

Council member absent: Jody Brown

Staff in attendance: City Administrator Beth Linn
Administrative Services Director Anna-Marie Keena
City Attorney Patrick Reavey
Public Works Superintendent Mike Mabrey
Johnson County Sheriff Lt. Rokusek

1. ROLL CALL

Mayor Roberts called the roll of the Governing Body.
With a quorum present, the meeting commenced.

2. WELCOME

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

Mayor Roberts asked that Item 7 be considered separately.

Motion by Longanecker, seconded by Wiseman, to approve the consent agenda with the exception of Item 7.

Motion carried 4-0-0.

5. City Council Special Meeting for Minutes January 2, 2014, were considered and approved
6. City Council Meeting Minutes for January 9, 2014, were considered and approved
7. The appointments of Cliff Withrow, Tina Graddy and Andrea Lucero to Planning Commission
WERE PULLED FOR SEPARATE CONSIDERATION.

ITEM PULLED FOR SEPARATE CONSIDERATION

The appointment of Cliff Withrow, Tina Graddy and Andrea Lucero to Planning Commission were considered.

Mayor Roberts introduced Cliff Withrow. Mr. Withrow briefly explained his background and shared with the council why he wanted to be on the Planning Commission.

Motion by Cross, seconded by Longanecker, to approve the appointments of Cliff Withrow, Tina Graddy and Andrea Lucero to Planning Commission.

Motion carried 4-0-0.

8. PUBLIC COMMENTS

Charlie Troutner, President of the Edgerton Historical Society, presented the Governing Body with an update of the Edgerton Historical Society.

9. DECLARATIONS BY COUNCIL MEMBERS

There were none.

BUSINESS REQUIRING ACTION

10. AGREEMENT WITH PAYMENT SERVICE NETWORK, INC. AS PROVIDER FOR MERCHANT CREDIT CARD SERVICE AND ON-LINE PAYMENT TRANSACTIONS FOR THE CITY OF EDGERTON WAS CONSIDERED.

The Administrative Services Director presented Payment Service Network, Inc. (PSN) to the Governing Body. She explained that PSN has partnered with Computer Information Concepts, the City's current software company. PSN will provide credit card services, e-checks as well as non-utility payments while allowing for cost savings as well as lessening impact on staff. She explained that since November, staff has researched the product and found Payment Service Network to be a cooperative system for the community. The City Attorney asked the Governing Body for additional time to review.

Motion by Crooks, seconded by Wiseman, to approve the agreement with Payment Service Network, Inc. as provider for merchant credit card service and on-line payment transactions for the City of Edgerton upon review of the City Attorney.

Motion carried 4-0-0.

11. CANCELLATION OF SPECTRUM MERCHANT SERVICES AS PROVIDER FOR MERCHANT CREDIT CARD SERVICE AND CANCELLATION OF GATEWAY AS PROVIDER FOR ON-LINE PAYMENT TRANSACTIONS FOR THE CITY OF EDGERTON WAS CONSIDERED.

The Administrative Services Director presented history to the Governing Body in that Spectrum and Gateway have provided Credit Card and on-line payments for the City of Edgerton since 2011. The current concern is that Spectrum and Gateway not only do not interface with the City's current accounting system.

Motion by Cross, seconded by Crook,s to approve the cancellation of Spectrum Merchant Services a provider for Merchant Credit Card Service and cancellation of Gateway as provider for on-line payment transactions for the City of Edgerton.

Motion carried 4-0-0.

12. RESOLUTION 01-23-14A REQUESTING SUPPORT FOR AN AFFORDABLE HOUSING DEVELOPMENT BY MRE CAPITAL, LLC WAS CONSIDERED.

The City Administrator presented the Governing Body with background information regarding MRE Capital, LLC as a firm that develops, invests and consults in business and real estate transactions. MRE

Capital, LLC plans to submit a housing credit application with the Kansas Housing Resource Corporation for the development of affordable multi-family rental housing. If the project is successful in the housing credit application process with the Kansas Housing Resource Corporation then the applicant will need to complete all of the corresponding planning items including rezoning, platting, site plan development and etc.

Motion by Longanecker, seconded by Wiseman to approve Resolution of Support for an affordable housing development by MRE Capital, LLC.

Motion carried 4-0-0.

13. CLOSING THE PUBLIC HEARING FOR FIRST AMENDMENT TO MASTER RESOLUTION OF INTENT WAS CONSIDERED.

The City Administrator provided the Governing Body with information regarding the public hearing for the First Amendment to the Master Resolution of Intent. This had been continued from the January 9th, 2014 meeting.

Mayor Roberts asked if there were any comments.

There were none.

Motion by Crooks, seconded by Cross, to close the public hearing for First Amendment to Master Resolution of Intent.

Motion carried 4-0-0.

ADDITION TO THE AGENDA

14. A SANITARY SEWER MAIN EASEMENT WAS CONSIDERED.

The City Administrator requested the council add an item to the regular session agenda.

Motion by Wiseman, second by Longanecker, to add consideration of a sanitary sewer main easement to the agenda.

Motion carried 4-0-0.

The City Administrator shared with the Governing Body the need to accept the Sanitary Sewer Main Easement for the DeLong property.

Motion by Wiseman, second by Longanecker, to accept the Sanitary Sewer Main Easement.

Motion carried 4-0-0.

15. REPORT BY THE CITY ADMINISTRATOR

The City Administrator shared that the Governing Body's request for staff to research Weapons Safety Training has been completed and deferred to the Administrative Services Director. The Administrative Services Director presented that staff has developed a cooperative course of training that will be one to one and one half hours in length. The training will be provided via three short videos and verbal instruction by the Johnson County Sheriff's Office. She went on to share with the Governing Body that staff with the Johnson County Public Library has also expressed interest in participating with the City in such future training activities and initiatives.

16. REPORT BY THE MAYOR

Mayor Roberts reminded everyone in attendance to be aware of three upcoming events, the Southwest Johnson County Economic Development Corporation, the Gardner Area Chamber Event, and the Kansas Rural Water Association Convention.

17. ADJOURN

Motion by Crooks, seconded by Cross, to adjourn.

Motion carried 4-0-0.

Meeting adjourned at 8:05 p.m.

Janeice L. Rawles, CMC

Approved by the Governing Body on XXXXXXXXXXXXXXXX

Notice of Annual Business Meeting, Kansas Rural Water Association Designation of Voting Delegate

Notice is hereby given that the 46th annual meeting of the membership of the Kansas Rural Water Association will be held on Thursday, **March 27, 2014** beginning at **8:00 a.m. in Conference Room 209A at Century II Convention Center, Wichita, KS**. Active members (public and private water systems, current on dues) may appoint a voting delegate to the meeting of membership. The dates of the annual conference are March 25 - 27. The program with conference registration forms was mailed on January 3. This notice is addressed to the person named as "key contact" by each member system, and a copy has also been provided to the Mayor or RWD Board Chairman of each active member of the Association.

Please complete the form below and return it to KRWA to certify the appointment/election of your delegate and alternate. This form must be returned to KRWA by March 15 to ensure accurate recording of the voting delegates for the meeting of membership.

Agenda

Reading and approval of minutes
Report of officers
Audit Report
Report of Nominating Committee, election of directors
Manager's report
Unfinished business
New business
Adjournment

detach and return to KRWA, PO Box 226, Seneca, KS 66538 by March 15

Please print or type --

Name of System: _____ County: _____

Name of Delegate: _____

Address: _____ City: _____ Zip: _____

Name of Alternate Delegate: _____

Address: _____ City: _____ Zip: _____

Attest by Signature:

Chairman or Mayor: _____ Clerk, Secretary: _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Application FP-12-03-2013 for Final Plat of TSL Edgerton at the southwest corner of 191st Street and Waverly Road

Department: Administration

Background/Description of Item: The City of Edgerton has received Application FP-12-03-2013 for final plat of the TSL Edgerton located on the southeast corner of 191st Street and Homestead Road. The property owner intends to operate a cargo container storage, repair and maintenance facility to serve Logistics Park Kansas City.

Staff, including City Engineer and Johnson County Planning, has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are detailed in the attached staff report.

The Planning Commission reviewed the application on January 28, 2014. The Edgerton Planning Commission recommended approval of Application FP-12-03-2013 for Final Plat for TSL Edgerton subject to compliance with the following stipulations as listed in the staff report dated January 10, 2014:

- 1) All Final Plat requirements of the City noted shall be met or addressed prior to recording of the Plat
- 2) The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements
- 3) A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements
- 4) The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax
- 5) The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

Enclosure: Staff Report from January 28, 2014 Planning Commission
Final Plat
Final Plat Application FP-12-03-2013 for TSL Edgerton

Related Ordinance(s) or Statute(s):

Recommendation: Approve Application FP-12-03-2013 for Final Plat of TSL Edgerton at the southwest corner of 191st Street and Waverly Road

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: February 11, 2014

STAFF REPORT

January 10, 2014

To: Edgerton Planning Commission
Fr: Beth Linn, City Administrator
Mike Mabrey, Zoning Administrator
Re: Application for Final Plat for TSL Edgerton, generally located on the southwest corner of 191st Street and Waverly Road

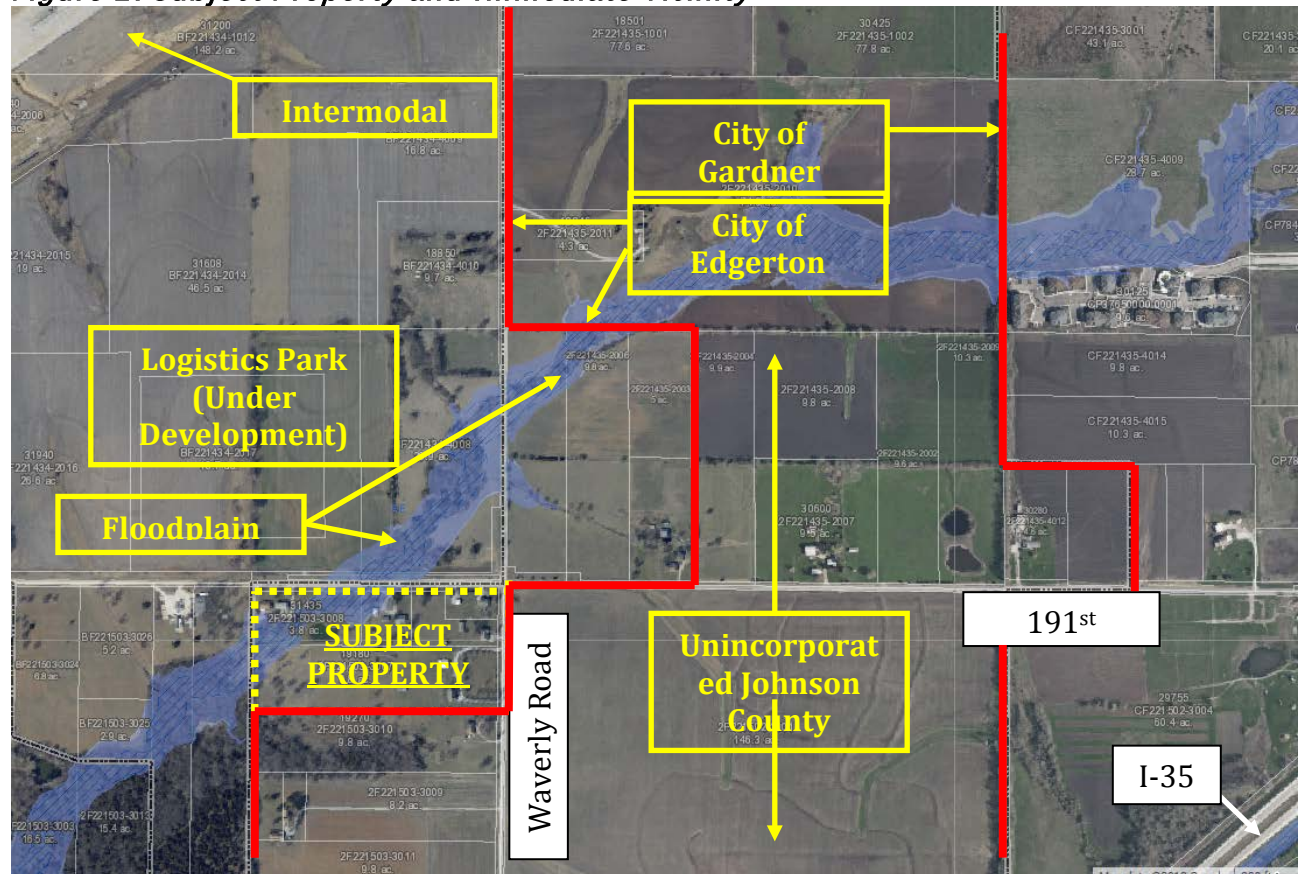
APPLICATION INFORMATION

Applicant/Property Owner:	TSL Edgerton
Requested Action:	Final Plat for TSL Edgerton
Legal Description:	Part of Section 3, Township 15, Range 22
Site Address/Location:	Approximately 20 acres at the southwest corner of 191st Street and Waverly Road
Existing Zoning and Land Uses:	Multiple parcels containing residences and accessory structures
Surrounding Zoning and Uses:	BNSF Intermodal Facility and L-P zoned land for warehouse development to the north in the City of Edgerton; unincorporated County to the south and east; and land in the City of Edgerton at the northeast corner of Waverly and 191 st .
Existing Improvements:	Single family homes with accessory structures
Site Size:	Approximately 20 acres

Project Background and Description: The subject property is located on the southwest corner of 191st Street and Waverly Road, with about 1,300 feet of frontage along 191st and about 640 feet along Waverly Street. This land was annexed into the City of Edgerton on September 12, 2013. The conditional use has been requested to facilitate the development of the property for a cargo container storage facility. The BNSF intermodal facility is located about 1/2 mile to the northwest and a warehouse industrial (logistics) park is adjacent, across 191st Road to the north. Demand for businesses to store and maintain cargo containers and chassis, such as the facility proposed here, is a by-product of the activity on and around the

intermodal facility. The logistics park and intermodal's primary function is to transport and redistribute containers and the products they contain. Since they are not in the business of storing containers for an extended period of time, there is a need for companies, like the applicant's, that specialize in storage and maintenance.

Figure 1: Subject Property and Immediate Vicinity



Background Information

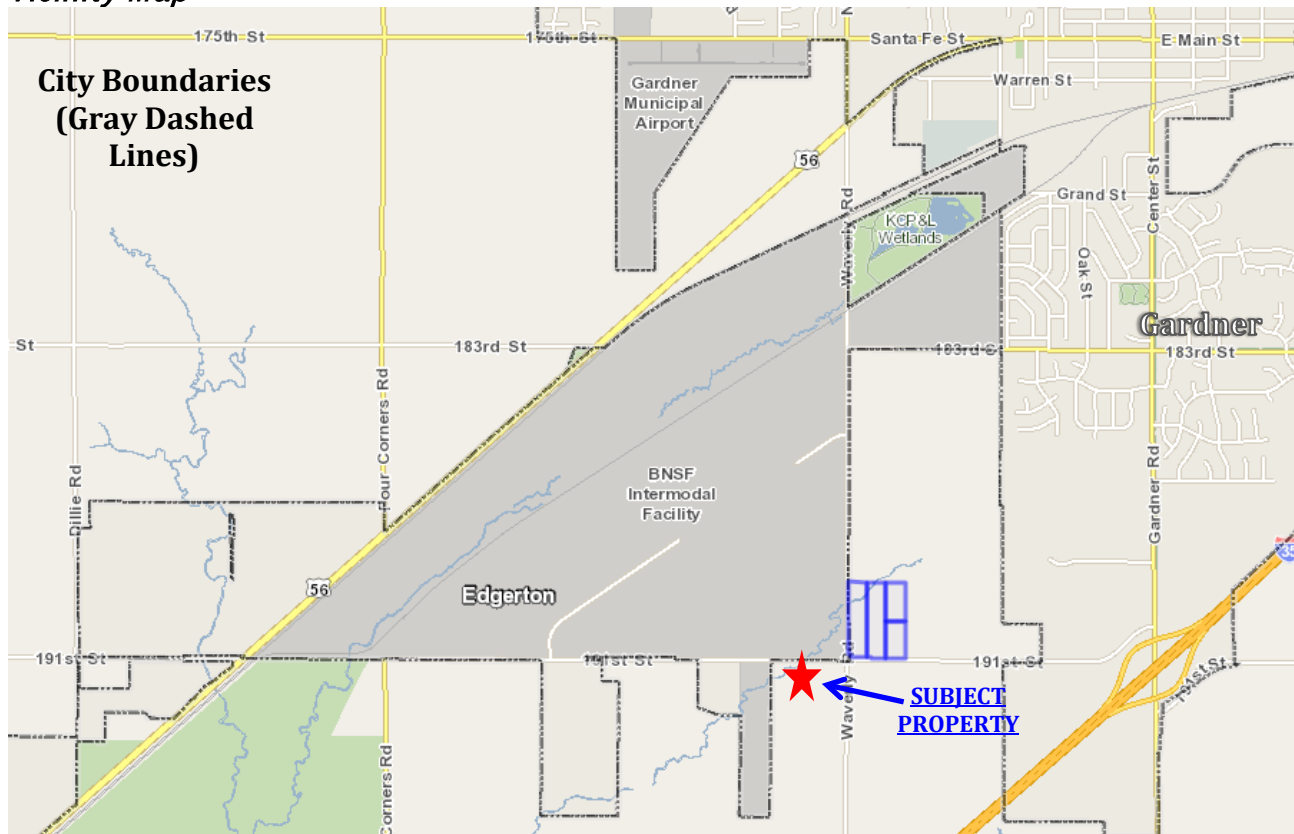
The subject property is located on the southwest corner of 191st Street and Waverly Road, with about 1,300 feet of frontage along 191st and about 640 feet along Waverly Street. The property, annexed in September 12, 2013, is entirely within the City of Edgerton.

Infrastructure and Services:

- Waverly Road, currently gravel surfaced but planned for future improvement to pavement that will support intermodal and logistic park traffic, will provide access to the proposed facility. 191st Street west of Waverly is paved/heavy haul. 191st Street east of Waverly is paved (6" asphalt).
- The property is located within the Big Bull Creek watershed, which flows south from 167th Street to the southern edge of the county at Homestead Lane.
- A little over three acres of the west and southwest portion of the property is located within the flood plain of a tributary of Bull Creek. The site plan does not show any development within the floodplain.

- d. The property does not currently have sanitary sewer service. No new buildings are planned that would necessitate sewer hook-ups. The existing homes are on septic systems.
- e. The property is located within the service area of Rural Water District No. 7. A 12-inch water main is located along the Waverly Road property frontage, which is able to supply domestic needs. No new buildings are planned that would necessitate water connection in Phase I.
- f. Police protection is provided by the Johnson County Sheriff's Department under contract with the City of Edgerton. Fire protection is provided by Johnson County Rural Fire District No. 1. A fire station is located in the City of Edgerton, to the west.

Vicinity Map



STAFF ANALYSIS

Staff has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are listed below.

1. Scale, the same used for the preliminary plat; North point; vicinity map. ***Final Plat complies.***
2. The words "FINAL PLAT" followed by the name of the subdivision at the top of the sheet, and then followed by a metes and bounds description of the tract. ***The title of the plat says "Lots 1, 2 & D/E". Both lots are labeled Lot 1.***
3. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins,

monuments found or set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar. *The 20.00' boundary line with a bearing of N 01°09'43"W is described differently in the legal description. Abandoned lot lines have not been shown. It appears that no monuments have been set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar. Adjoining parcels should be identified by title description or record reference if pertinent to the boundary lines. The area shown on the plat (17.29 ac + 3.26 ac) is larger than the area in the legal description (18.57 ac).*

4. A boundary survey of third order surveying accuracy (maximum closure error one in five thousand (1' in 5,000), with bearings and distances referenced to section or fractional section corners or other base line shown on the plat and readily reproducible on the ground. *The corresponding supporting quarter corners should be shown and identified on the plat.*
5. Individual notations and a TABLE showing: lot area, setbacks, and building envelopes. *Table has not been provided.*
6. A number for each lot, starting (if practical) in the northwest corner. *Both lots are numbered Lot 1. The drainage easement should be part of one or both of the lots.*
7. All easements with widths, and roads with curve data. *Additional utility easements may be necessary. Plat should be reviewed by Utility Companies.*
8. Ingress/egress limitations if required. *Final Plat complies.*
9. The location of existing utility easements. *Final Plat complies.*
10. A written legal description from the survey. *Final Plat complies.*
11. An instrument of dedication for all roads and easements. *Dedication should include Pedestrian Easement.*
12. Special notations required as a condition of platting by the Planning Commission. *Final Plat complies.*
13. Approved phases – clearly delineated. *Final Plat complies.*
14. Private travel easements. *Final Plat complies.*
15. The Owner's Certificate with Notary Seal. *Final Plat complies.*
16. Certificate of the Governing Body with City Clerk's attest and Seal. *Final Plat complies.*
17. Edgerton City Planning Commission chair and secretary approval. *Final Plat complies.*
18. Certificate of the Register of Deeds. *Not provided.*
19. Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. *County Surveyor approval block has not been provided.*
20. Certificate of the Zoning Administrator. *Final Plat complies.*

Other Comments

Modify Consent to Levy section to correct "pubic" typo.

RECOMMENDATIONS

City staff recommends **approval** of the Final Plat for TSL Edgerton subject to compliance with the following stipulations:

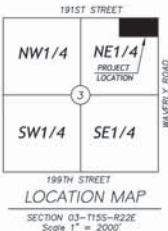
1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all

streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.

3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

ATTACHMENTS

Final Plat TSL Edgerton



Legend:

- ▲ FOUND SECTION CORNER AS NOTED
- SET 1/2" x 24" IRON PIN WITH 1/2" x 1/2" x 1/2" CAP
- U/E UTILITY EASEMENT
- S/E SANITARY SEWER EASEMENT
- A/E ACCESS EASEMENT
- D/E DRAINAGE EASEMENT
- W/E WATERLINE EASEMENT
- E/E POWER/ELECTRIC EASEMENT
- T/E TEMPORARY EASEMENT
- B/L BUILDING SETBACK LINE

FINAL PLAT

TSL Edgerton

Lots 1, 2 & D/E

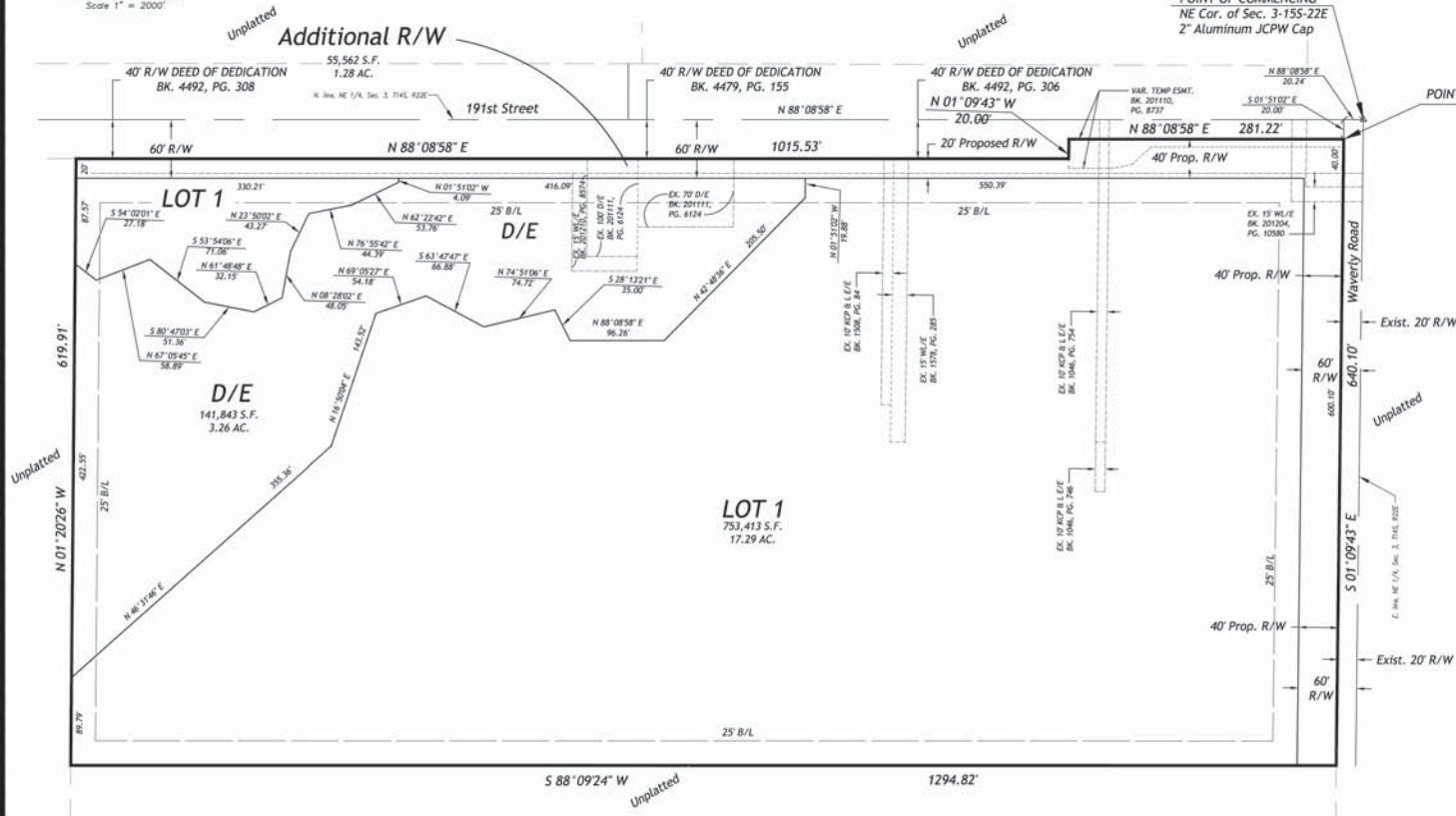
City of Edgerton, Johnson County, Kansas

LEGAL DESCRIPTION: (Overall Boundary)

All that part of the NE 1/4 of the NE 1/4 of Section 3, Township 15, Range 22, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the NE 1/4 of said Section 3; thence South 88°08'58" West, along the North line of said NE 1/4, a distance of 20.24 feet; thence South 01°51'02" East, a distance of 20.00 feet, to the intersection of the South right of way line of 191st Street, as now established, and the West right of way line of Waverly Road, as now established, and the Point of Beginning; thence South 01°09'43" East, along the West line of said Waverly Road, a distance of 640.10 feet; thence South 88°09'24" West, a distance of 1294.82 feet; thence North 01°20'26" West, a distance of 619.91 feet, to the South right of way line of said 191st Street; thence North 88°08'58" East, along the South line of said 191st Street, a distance of 1015.53 feet; thence North 01°09'43" East, continuing along said South right of way line of 191st Street, a distance of 20.00 feet; thence North 88°08'58" East, continuing along said South line of 191st Street, a distance of 281.22 feet, to the West right of way line of said Waverly Road, and to the Point of Beginning.

Containing 808,975 square feet or 18.57 acres, more or less.



POINT OF BEGINNING

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "TSL EDGERTON".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Edgerton, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Edgerton, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Edgerton, Kansas. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

CONSENT TO LEVY

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners and the City of Edgerton, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on this land fronting and abutting on such dedicated public way or thoroughfare.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this ____ day of _____, 20____.

TSL Companies, Inc.

Tom Hastings, President

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me a Notary Public in and for said County and State, came Tom Hastings, President, TSL Companies, Inc., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public

My Appointment Expires: _____



TSL EDGERTON

11490 Strang Line Road | Lenexa, Kansas 66215 | (913) 317-9500 |
www.reninfrastructure.com

CERTIFICATION

This is to certify on the ____ day of _____, 2013 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys pursuant to K.S.A. 74-7037.

Michael Schmidtberger, Kansas LS-954
2224 Condolea Terr. Leawood, KS 66209
(913) 334-8819

NOTE:

The boundary, bearings and distances shown on this Preliminary Plat are based on an ALTA Survey prepared by Viking Surveys, P.O. Box 13324, Shawnee Mission, KS. 66282, (913) 492-6179, dated September 13, 2013 and certified by Curtis Dean Tolson, LS-908.

CLOSURE CALCULATIONS:

Perimeter: 3,871.58
Error Closure: 0.0006
Error North: 0.00047
Precision 1: 6,452,635
East : 0.00037

All distances shown on this plat are in ground feet.

APPROVALS

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on this ____ day of _____, 20____.

Phyllis Harris, Chairperson

Maria O'Neill, Secretary

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas, on this ____ day of _____, 20____.

Mayor

Attest: _____
City Clerk

APPROVED by the Zoning Administrator, on this ____ day of _____, 20____.

Zoning Administrator

Date of Preparation:
December 3, 2013

Prepared For:
TSL Companies
10001 S. 152nd Street
Omaha, NE 68138-3801

NAME OF PROPOSED SUBDIVISION: TSL EDGERTONLOCATION OR ADDRESS OF SUBJECT PROPERTY: SW CORNER 191ST & WAVERLYLEGAL DESCRIPTION: ATTACHEDCURRENT ZONING ON SUBJECT PROPERTY: L-P CURRENT LAND USE: VACANTTOTAL AREA: 18.57 Acres NUMBER OF LOTS: 1 AVG. LOT SIZE: 808,975 Sq. Ft.DEVELOPER'S NAME(S): TOM HASTINGS PHONE: 402.895.6692COMPANY: TSL COMPANIES FAX: 402.895.6495MAILING ADDRESS: 10001 S 152ND ST OMAHA NE 68138-3801
Street City State ZipPROPERTY OWNER'S NAME(S): SAME PHONE: _____

COMPANY: _____ FAX: _____

MAILING ADDRESS: _____
Street City State ZipENGINEER'S NAME(S): DAN COOK PHONE: 913.317.9500COMPANY: R-I-C FAX: 913.317.9501MAILING ADDRESS: 11490 STRANG LINE LENEXIA KS 66215
Street City State ZipSIGNATURE OF OWNER OR AGENT: [Signature]

If not signed by owner, authorization of agent must accompany this application.

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy (8 1/2 x 11) must also be submitted with the application.

FOR OFFICE USE ONLY

Case No.: P- _____ Amount of Fee Paid: \$ _____ Date Fee Paid: _____

Received By: _____ Date of Hearing: _____

FINAL PLAT INSTRUCTIONS

SUBMITTAL DEADLINE: The applicant shall submit an application at least forty-five (45) days prior to a scheduled meeting. If the final plat complies with the preliminary plat, Planning Commission and Governing Body may consider approval without notice or public hearing.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Application FP-12-19-2013 for Final Plat of Logistics Park Kansas City, Third Plat (Lot 3) at 18905 Kill Creek Road

Department: Administration

Background/Description of Item: The City of Edgerton has received Application FP-12-19-2013 for final plat of Logistics Park Kansas City, Third Plat (Lot 3) at 18905 Kill Creek Road. This lot is located directly north of DEMDACO and will house a 575,000 square foot warehouse for Smart Warehousing.

Staff, including City Engineer and Johnson County Planning, has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are detailed in the attached staff report.

The Planning Commission reviewed the application on January 28, 2014. The Edgerton Planning Commission recommended approval of Application FP-12-19-2013 for Final Plat for Logistics Park Kansas City, Third Plat (Lot 3) subject to compliance with the following stipulations as listed in the staff report dated January 10, 2014:

- 1) All Final Plat requirements of the City noted shall be met or addressed prior to recording of the Plat
- 2) The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements
- 3) A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements
- 4) The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax
- 5) The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

Enclosure: Staff Report from January 28, 2014 Planning Commission
Final Plat
Final Plat Application FP-12-19-2013 for Logistics Park Kansas City, Third Plat (Lot 3)

Related Ordinance(s) or Statute(s):

Recommendation: Approve Application FP-12-19-2013 for Final Plat of Logistics Park Kansas City, Third Plat (Lot 3)

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: February 11, 2014



EDGERTON
global routes. local roots.

404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

STAFF REPORT

January 10, 2014

To: Edgerton Planning Commission
Fr: Beth Linn, City Administrator
Mike Mabrey, Zoning Administrator
Re: Application for Logistics Park Kansas City, Third Plat (Lot 3)

APPLICATION INFORMATION

Applicant/Property Owner: Edgerton Land Holding Company

Requested Action: Final Plat – Logistics Park Kansas City, Third Plat (Lot 3)

Legal Description: See Final Plat attached

Site Address/Location: 18905 Kill Creek Rd

Existing Zoning and Land Uses: City of Edgerton L-P Logistics Park on vacant land

Existing Improvements: None

Site Size: Approximately 29.541 Acres

PROJECT DESCRIPTION

This is the third phase of development of the Logistics Park Kansas City by Edgerton Land Holding Company (ELHC), a subsidiary of NorthPoint Development. The property will serve the BNSF intermodal facility to the north of the subject site. The intermodal facility's purpose is to transfer loaded cargo containers from trains to trucks. BNSF owns 1,000 acres, annexed into the City in 2010, to develop both the intermodal facility and an adjacent warehouse industrial (logistics) park. ELHC, the applicant for this project, is BNSF's partner for developing warehousing which is planned to eventually surround the intermodal facility.

The subject property is located directly to the north of Lot 2 (Second Plat) a build-to-suit building for DEMDACO. The property is zoned L-P, Logistics Park. The City's Unified Development Code (UDC) defines this district as a limited multimodal industrial zone created to support activities related to truck, rail and other transport services. The property has an approved preliminary plat and preliminary site plan. The planned use for this lot is a 574,154 square foot warehouse that is build-to-suit for Smart Warehousing a Third Party Logistics Firm.

INFRASTRUCTURE AND SERVICES

Infrastructure was reviewed previously per the rezoning and preliminary plat. Some conditions continue to exist as noted below.

- a. Homestead Lane and 191st Street are paved and designed to accommodate intermodal and logistic park truck traffic. Driveway and street connections will need to comply with city requirements regarding location and design.
- b. All of the property is located within the Big Bull Creek watershed, which flows south from 167th Street to the southern edge of the county at Homestead Lane.
- c. The property will construct a sanitary sewer main extension to connect to the Intermodal Lift Station of the Big Bull Creek Wastewater Conveyance System recently constructed by the City of Edgerton.
- d. The property is located within the service area of Water 7. A 12-inch water line is located along the 191st Street. The City of Edgerton, Water District No. 7 and Edgerton Land Holding Company have an approved agreement for construction of a new water tower to supply sufficient fire flows to the site.
- e. Police protection is provided by the Johnson County Sheriff's Department under contract with the City of Edgerton. Fire protection is provided by Johnson County Rural Fire District No. 1. The nearest fire station is located in the City of Edgerton, approximately 1.5 miles to the west.

FINAL PLAT REVIEW

Staff has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are listed below.

1. Scale, the same used for the preliminary plat; North point; vicinity map. ***Final Plat complies.***
2. The words "FINAL PLAT" followed by the name of the subdivision at the top of the sheet, and then followed by a metes and bounds description of the tract. ***Final Plat complies.***
3. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, monuments found or set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar. ***The basis of bearings should be labeled on the graphic part of the plat.***
4. A boundary survey of third order surveying accuracy (maximum closure error one in five thousand (1' in 5,000), with bearings and distances referenced to section or fractional section corners or other base line shown on the plat and readily reproducible on the ground. ***Final Plat complies.***
5. Individual notations and a TABLE showing: lot area, setbacks, and building envelopes. ***Final Plat complies.***
6. A number for each lot, starting (if practical) in the northwest corner. ***Final Plat complies. (Lot 1 – Inland Port I Spec Building; Lot 2 – DEMDACO; Lot 3 – this application).***
7. All easements with widths, and roads with curve data. ***Additional utility easements may be necessary. Plat should be reviewed by Utility Companies. The 15' U/E adjacent to the 50' R/W should also be labeled as a pedestrian***

- easement. A 15' U/E & P/E should be dedicated on the west side of Kill Creek Road and north side of 187th Street by separate instrument.*
8. Ingress/egress limitations if required. *Final Plat complies.*
 9. The location of existing utility easements. *Verify existing 15' U/E been recorded via plat or book and page.*
 10. A written legal description from the survey. *Final Plat complies.*
 11. An instrument of dedication for all roads and easements. *Dedication should include Pedestrian Easement.*
 12. Special notations required as a condition of platting by the Planning Commission. *Final Plat complies.*
 13. Approved phases – clearly delineated. *Final Plat complies.*
 14. Private travel easements. *Final Plat complies.*
 15. The Owner's Certificate with Notary Seal. *Final Plat complies.*
 16. Certificate of the Governing Body with City Clerk's attest and Seal. *Final Plat complies.*
 17. Edgerton City Planning Commission chair and secretary approval. *Final Plat complies.*
 18. Certificate of the Register of Deeds. *Not provided.*
 19. Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. *County Surveyor approval block has not been provided.*
 20. Certificate of the Zoning Administrator. *Final Plat complies.*

RECOMMENDATION

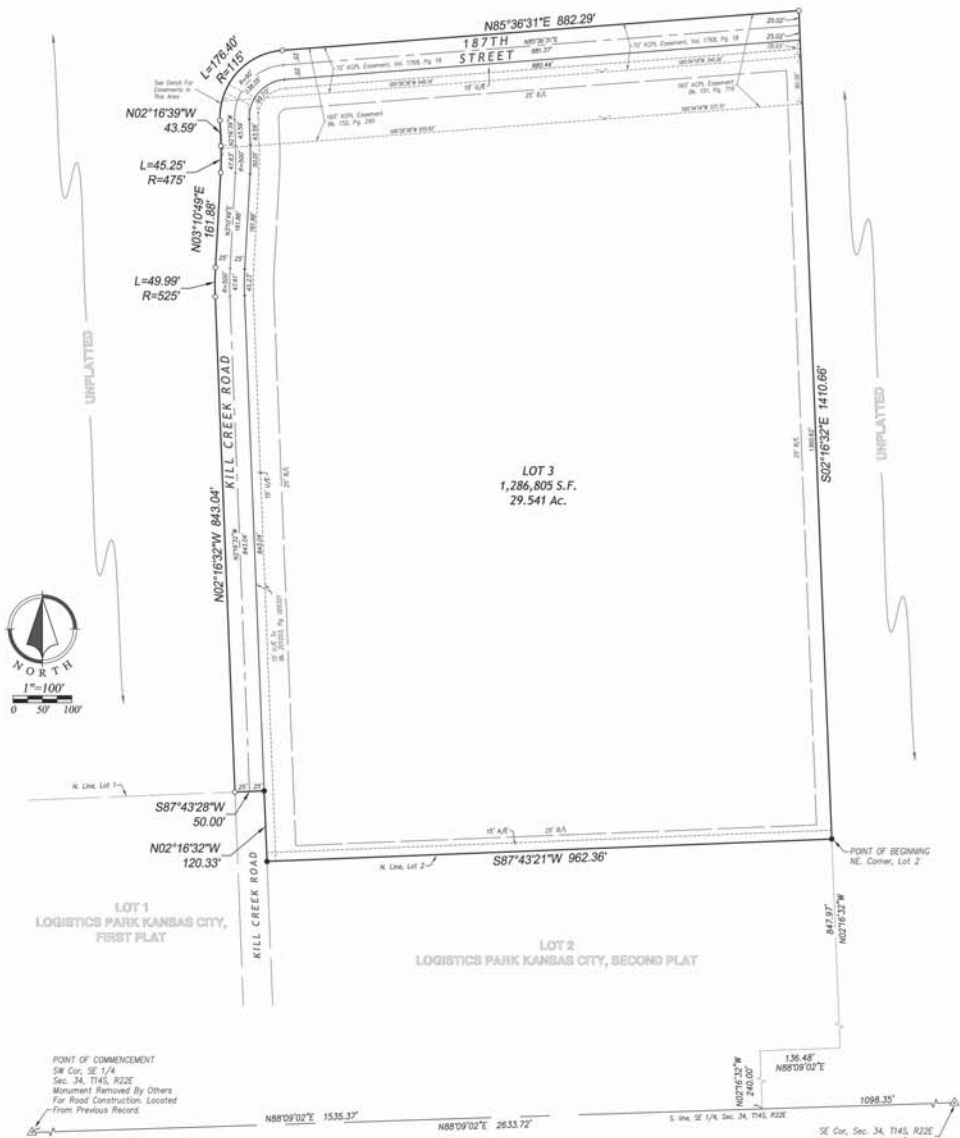
City staff recommends approval of the Final Plat for Logistics Park Kansas City, Third Plat (Lot 3) subject to compliance with the following stipulations:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

ATTACHMENTS

Final Plat for Logistics Park Kansas City, Third Plat (Lot 3)

FINAL PLAT
LOGISTICS PARK KANSAS CITY, THIRD PLAT
A SUBDIVISION OF LAND IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



DESCRIPTION

That part of the Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

[illegible]

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "LOGISTICS PARK KANSAS CITY, THIRD PLAT".

The undersigned proprietor said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Edgerton, Kansas, from any expense incident to the relocation of any such existing utility installations within said property easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plan as "Utility Easement" or "UE" is hereby granted to the City of Edgerton, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

A perpetual easement of access over, across and upon all areas designated on the plat as "Access Easement" or "A/E", is hereby granted for ingress and egress of all owners and occupants of Lot 3, and those tracts adjacent to said Lot 3, their guests and invitees.

NOTES

Basis of Bearings: Kansas North Zone, U.S. State Plane, NAD 83 HEARN
S 88°09'02" W, along the South line of the SE $\frac{1}{4}$ of Section 34-T14S-R22E.

CLOSURE CALCULATIONS
Length: 4745.790
Closure distance: 0.010
Closure angle: S 19-13-14 W
Precision: 1: 474,579

All distances shown on this plot are in ground feet.

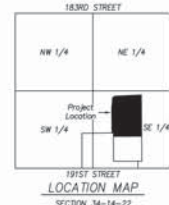
LOT INFORMATION					
LOT NO.	LOT AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	BUILDING ENVELOPE
3	1,206,806 S.F. 29.541 Acres	50'	25'	25'	1,121,621 S.F. 25.749 Acres



Legend:

- ▲ FOUND SECTION CORNER AS NOTED
- FOUND 1/2" REBAR WITH DM2 KSCLS 224 CAP
- SET 1/2" X 24" REBAR WITH RIC KSCLS 234 CAP

B/L BUILDING SETBACK LINE
A/E ACCESS EASEMENT
U/E UTILITY EASEMENT
G/E GAS LINE EASEMENT



Michael Schmidberger, Kansas LS-954

CONSENT TO LEVY

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners and the City of Edgerton, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on this land fronting and abutting on such dedicated public way or thoroughfare.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed
this ____ day of _____, 20__.

ELHC III, LLC

Nathaniel Hagood, Managing Member

STATE OF KANSAS)
COUNTY OF JOHNSON) ss

HE IT REMEMBERED, that on this _____ day of _____, 20____, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Managing Member of ELJHC III, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public _____ My Appointment Expires: _____

APPROVALS

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas,
on this ____ day of _____, 20__.

Phyllis Harris, Chairperson

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas,
on this ____ day of _____, 20__.

Mayor

Attest: _____
City Clerk

APPROVED by the Zoning Administrator,
on this _____ day of _____, 20____

Zoning Administrator

This is to certify on the _____ day of _____, 2013 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys pursuant to K.S.A. 74-7037.

LOGISTICS PARK KANSAS CITY, THIRD PLAT

Prepared For:
ELHC III, LLC
6300 N Revere Drive, Ste. 225
Kansas City, MO 64151
(816) 888-7385

Date of Preparation:
December 17, 2013



11490 STRANG LINE ROAD
LENEKA, KANSAS 66215

NAME OF PROPOSED SUBDIVISION: LOGISTICS PARK KANSAS CITY, THIRD PLAT

LOCATION OR ADDRESS OF SUBJECT PROPERTY: 18905 KILL CREEK ROAD

LEGAL DESCRIPTION: LOT 3, LOGISTICS PARK KANSAS CITY, THIRD PLAT

CURRENT ZONING ON SUBJECT PROPERTY: L-P CURRENT LAND USE: VACANT

TOTAL AREA: 320 Acres NUMBER OF LOTS: 1 AVG. LOT SIZE: 1,394,978 Sq. Ft.

DEVELOPER'S NAME(S): _____ PHONE: 816. 888. 7380

COMPANY: ELHC IV, LLC FAX: 816. 888. 7399

MAILING ADDRESS: 6300 N. REVERE, STE 225 KANSAS CITY MO 64151
Street City State Zip

PROPERTY OWNER'S NAME(S): SAME PHONE: _____

COMPANY: _____ FAX: _____

MAILING ADDRESS: _____
Street City State Zip

ENGINEER'S NAME(S): DAN COOK PHONE: 913. 317. 9500

COMPANY: R-I-C FAX: 913. 317. 9501

MAILING ADDRESS: 11490 STRANG LINE LENEXA KS 66215
Street City State Zip

SIGNATURE OF OWNER OR AGENT: _____

If not signed by owner, authorization of agent must accompany this application.

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy (8 1/2 x 11) must also be submitted with the application.

FOR OFFICE USE ONLY

Case No.: P- _____ Amount of Fee Paid: \$ _____ Date Fee Paid: _____

Received By: _____ Date of Hearing: _____

FINAL PLAT INSTRUCTIONS

SUBMITTAL DEADLINE: The applicant shall submit an application at least forty-five (45) days prior to a scheduled meeting. If the final plat complies with the preliminary plat, Planning Commission and Governing Body may consider approval without notice or public hearing.

vs. 9-9-11

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vs. 9-9-11

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Agreement with Payment Service Network, Inc. as Provider for Merchant Credit Card Service and On-line Payment Transactions for the City of Edgerton

Department: Administration

Background/Description of Item: As requested by Council on January 23; staff conducted extensive follow-up in regards to the concerns raised in regards to the limitation of liability clause provided by Payment Services Network (PSN).

Staff has contacted PSN, as well as many neighboring cities to learn of their agreements with similar vendors. Most have limits of liability comparable to what PSN is currently offering to the City of Edgerton, with the exception of Spring Hill (covers up to \$50,000 in liability) and Baldwin City (no limit of liability). Edgerton and De Soto currently have agreements which limit the provider's liability for claims to zero, thus, the Cities or their insurance carriers would have to defend and/or cover any claims. Edgerton's current agreement with Spectrum was not reviewed by the City Attorney at the time of engagement. Out of the other cities surveyed by Staff, only City of Spring Hill and Baldwin City were found to have agreements where the vendor would cover all of a claim, or a substantial amount in claims.

Conversation with PSN shared they are audited each year to insure they maintain an appropriate level of security in order to keep their PCI level 1 compliance status. PSN maintains this level as described as follows:

PCI security for merchants and payment card processors is the best practices in the Payment Card Industry Data Security Standard (PCI DSS). The standard includes 12 requirements for any business that stores, processes or transmits payment cardholder data. These steps also enable vigilant assurance of payment card data safety. PCI DSS version 2.0 is the global data security standard that any business of any size must adhere to in order to accept payment cards, and to store, process, and/or transmit cardholder data. It presents common-sense steps that mirror best security practices.

Discussions between PSN and staff resulted in that they will not revise the limitation of liability clause which is part of the current proposal for the City. As per the current presentation, the liability of PSN for any claim (e.g. data breach, stolen identity, etc.) will be limited to 6 months of fees generated by PSN from the City of Edgerton. PSN agreed that 6 months of fees from Edgerton likely would be around \$2,000 or \$3,000. According to the City Attorney; it is typical that third party vendors will attempt to limit their liability to the amount of fee paid to them by the City for the contracted service. Some vendors will compromise on this issue by limiting their liability to the amount of insurance they carry, while others (PSN being one of them) will insist that the limitation of liability stay intact.

PSN is presented to the Governing Body as they are the preferred vendor for Computer Information Concepts (CIC), who provides the software for our utility service. Because PSN has partnered with CIC, staff believes the service offered by PSN will outweigh the liability limitations. Staff has had conversation with CIC and CIC is confident with PSN as well. At staff's request; CIC has provided copies of their agreement with PSN.

Attached are the updated documents necessary for our agreement with PSN – to include the certificate of insurance which has been reviewed and approved by the Reilly Company; our insurance representative. As presented on January 23, there are no changes made to any of the language in the agreement.

Enclosures: Payment Service Network, Inc. Service Agreement

1. PSN Agreement of Service
PSN agreement detailing the costs involved for the services discussed.
2. Sub Merchant Agreement
PSN Credit Card processing sub merchant form.
3. Merchant Contact Form
The information provided on this form is utilized to prefill the merchant application so the City may process credit cards.
4. Verification of Deposit (VOD)
City's bank representative completes this form.
5. Bank Bill Pay Form
Form so PSN may capture our bank issued checks.
6. Certificate of Insurance
Reviewed and approved by the Reilly Company

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

Recommendation: Approve Payment Service Network, Inc. as Provider for Merchant Credit Card Service and On-line Payment Transactions for the City of Edgerton

Funding Source: N/A

Prepared by: Anna-Marie Keena, Administrative Services Director
Date: February 13, 2014

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

THIS AGREEMENT FOR SERVICE ("Agreement") is made as of 1/17/2013 (the "Effective Date") between City of Edgerton ("Account Holder") and Payment Service Network, Inc. ("PSN").

RECITALS

Account Holder wishes to register its business with PSN so that Account Holder's customers ("Customers") can make payments through the PSN Web site, www.PaymentServiceNetwork.com (the "Site"), by facsimile transmission, or telephonically via 800# access.

Account Holder and PSN desire to formalize their agreement as set forth below.

NOW THEREFORE, in consideration of the Account Holder's registration for the Services, the foregoing recitals, the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Account Holder and PSN, intending to be legally bound, hereby agree as follows:

1. Account Holder authorizes PSN to collect payments from Customers to the extent such Customers have agreed to the terms and conditions of the Site. PSN shall collect the "Fees" (as shown on Schedule B) in the manner, amounts and pursuant to the terms set forth on Schedule B. Schedule B specifies those Fees payable by the Customer and those Fees payable by the Account Holder.
2. The Services to be provided by PSN (the "Services") are as follows:
 - a. PSN agrees to accept payments from the Customers by checking/savings account or credit/debit card through the Site, or otherwise (phone in or fax in). Customers who utilize PSN's payment network will also be required to register on the Site and will be bound by the terms and conditions set forth on the Site.
 - b. Account Holder is given real-time access to all account information via PSN's administrative logon. Such access will be provided to all Account Holder representatives designated in writing by Account Holder. The account information available will include transaction totals, specification by account, and specification by transaction/account type (e.g. utilities, taxes). PSN and Account Holder will jointly work to develop compatibility of the reporting and accounting information with the Account Holder's management and account software. Said access to all account information will be provided by PSN to Account Holder under the following conditions.
 1. Said compatibility does not adversely affect, alter or change PSN's established service;
 2. Said compatibility is a joint effort between PSN and Account Holder with the Account Holder providing all the needed information to PSN regarding current and/or future management and accounting software.

- c. PSN will provide, for each Customer who sets up a profile within the PSN system, real-time access to such Customer's account information (but not the information of any other Customer) through the Site. If applicable, PSN will inform each Customer of the charging and amount of any subscription and/or fees or charges for the Services that will be charged to the Customer for the Services. PSN agrees to indemnify and hold harmless Account Holder from all claims and liabilities arising out of a dispute based on non-disclosure of PSN Fees to Customers.
 - d. PSN will provide Account Holder with Check 21 services as described in, and on the terms and conditions set forth in, the Check 21 Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - e. PSN will provide Account Holder with V Post services as described in, and on the terms and conditions set forth in, the V Post Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - f. PSN will provide Cash Distribution services as described in, and on the terms and conditions set forth in, the Cash Distribution Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - g. PSN will provide a non-exclusive license to use a Customized Mobile App as described in, and on the terms and conditions set forth in, the Mobile Application Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
3. PSN reserves the right to modify the Services and Fees and service charges chargeable to Account Holder or its Customers in its sole discretion from time to time. PSN will notify Account Holder of material modifications to the Services or Fees and service charges by electronic means to a designated representative of Account Holder or by written notice at least thirty (30) days prior to the effective date of any such modifications. Account Holder also consents to receiving from PSN any Federal tax statements or other notices required by Federal, State or Local law in an electronic format.
4. Account Holder agrees to cooperate with PSN in resolving any disputes between Account Holder and Customers in a timely manner, reaffirming that PSN is only a payment intermediary and does not own the property or business or represent the Account Holder or Customer in such disputes. Disputed transactions and chargeback's will be handled in the following manner:

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

a. Credit Card Transactions:

1. PSN will notify Account Holder via electronic mail of any disputed credit card payments or chargeback's from Account Holder's Customers. Account Holder agrees to follow its standard operating procedures to resolve such disputed or charge-backed credit card payments and work with PSN, the credit card company, or its agents to investigate any such cases and assist in resolving any such claims.
2. Account Holder will be charged a fee of Fifteen Dollars (\$15.00) for each chargeback that is ultimately allowed, at which time, Account Holder gives PSN the authorization to automatically debit Account Holder's account for the total of the original transaction plus the Fifteen Dollars (\$15.00) chargeback fee for the purpose of charging it back to the Customer.

b. ACH - Checking and Savings Account Transactions:

1. Problem transactions: NSF, Invalid Account, Receiver's Account Closed, No Account, Stopped Payment, Account Frozen, Customer Does Not Authorize Payment, RDFI Not ACH Member and/or any other Return Reason Codes as labeled in NACHA Processing Guidelines will be resolved in the following manner:
 - a. PSN will notify Account Holder and Customer of said problem;
 - b. PSN will stop payment if funds have not already been deposited or, if directed by Customer, process another transaction for Customer.
 - c. In the event that PSN, within one (1) business day, cannot collect the appropriate information from Customer in order to complete the reprocessing of the Customer's transaction and funds from said transaction have been deposited into Account Holder's account, PSN will debit Account Holder's account for a total sum of the original deposit for said transaction.
5. The initial term of this Agreement shall be for a period of one (1) years commencing on the date that the first payment transaction is processed by PSN for any Customers under this Agreement (the "Initial Term"), and shall automatically extend for additional periods of one (1) year (each, an "Extension Term") unless one of the parties provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or any Extension Term. Notwithstanding the foregoing, Account Holder may terminate this Agreement upon ninety (90) days' prior written notice and payment of Five Hundred Fifty Dollars (\$550.00) to PSN as an early termination fee, *provided however*, that no early termination fee shall be due or payable by Account Holder if it terminates this Agreement under this Section within thirty (30) days of the date on which PSN delivers notice of material modifications to the Services, Fees or service charges under Section 3 of this Agreement other than

increases of fees and service charges that are attributable to direct pass through increases from PSN's merchant bank. PSN will process all payments received prior to the date of termination and forward them to Account Holder's account. No Payments will be accepted from Customers after the date of termination. All obligations of Account Holder arising from transactions prior to termination shall survive termination of this Agreement. PSN will notify all Customers registered on the Site as to the termination of this Agreement and inform such Customers that future payments are to be made directly to Account Holder. Notwithstanding any termination of this Agreement, for a period of one hundred eighty (180) days after such termination, Account Holder acknowledges and agrees that PSN shall have the right to automatically withdraw any amounts from Account Holder's depository account that PSN would otherwise have the right to withdraw during the term of this Agreement, including without limitation, credit card chargebacks, the reversal of any Customer payments deposited by PSN into Account Holder's account for which there are insufficient funds, and other disputed charges and problem transactions specified in paragraph 4 of this Agreement.

6. This Agreement may not be assigned by Account Holder without PSN's prior written consent. If PSN gives consent to assignment of this Agreement by Account Holder as set forth above, PSN reserves the right to charge the assignee the Setup Fees shown in Schedule B. PSN may assign this Agreement.
7. This Agreement and the Services to be provided by PSN hereunder in no way alters or modifies the obligations contained in the agreements, if any, between Account Holder and Customers.
8. Account Holder represents, warrants and covenants to PSN that PSN is authorized to collect payments from the Customers for which Account Holder provides PSN the required information. Account Holder further represents, warrants and covenants to PSN: (a) Account Holder has the authority to enter into this Agreement and perform its obligations set forth therein; (b) Account Holder will provide all reasonable assistance to PSN and its subcontractors in providing the Services set forth herein; (c) Account Holder and its authorized users will only use the Services for lawful purposes and in compliance with the rules and regulations of the applicable payment processors (including, without limitation, MasterCard, Visa, Discover and American Express), credit card issuers, and depository account institutions (collectively, the "Rules and Regulations"), and in accordance with PSN's account documentation, policies, specifications, and operating procedures, and will not violate any law of any country or the intellectual property rights of any party; (d) Account Holder shall timely provide all required disclosures to its Customers and obtain any required authorizations pursuant to the Rules and Regulations; (e) Account Holder shall maintain or destroy, as applicable, checks, receipts, and/or payer authorizations in accordance with applicable law and/or retention periods; and (f) Account Holder and its authorized users will not (i) sell, lease, distribute, license or sublicense PSN's Site, technology or Services, (ii) engage in spamming, mail-bombing, spoofing or any other fraudulent, illegal or unauthorized use of the

Services; (iii) introduce or transmit through the Site, technology or Services, without limitation, via any portion of the Account Holder's computer system that interfaces with the Site, technology or Services, or otherwise, any virus, worm, software lock, drop dead device, trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the Site, technology, or services or other computer systems of PSN or its subcontractors; and (iv) should Account Holder receive notice of any claim regarding the Site or Services, Account Holder shall promptly provide PSN with a written notice of such claim.

9. a. Account Holder agrees to defend, indemnify, and hold PSN harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorneys' fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of Account Holder's representations and warranties contained in this Agreement; (b) Account Holder's breach of any covenant or obligation contained in this Agreement; (c) any claims or disputes arising under any agreement between Account Holder and a Customer (or any third party) or otherwise relating to the relationship between Account Holder and a Customer (or any third party) including, without limitation, any dispute over the amount owed by a Customer to Account Holder (other than claims relating to PSN fees); and (d) any claims or disputes caused in whole or in part by the information or directions provided to PSN by Account Holder or its agents.

b. PSN agrees to defend, indemnify, and hold Account Holder harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorney's fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of PSN's representations and warranties contained in this Agreement; (b) PSN's breach of any covenant or obligation contained in this Agreement; and (c) any claims or disputes arising under any agreement between PSN and a Customer (or any third party) or otherwise relating to the relationship between PSN and a Customer (or any third party). PSN's obligations under this paragraph do not apply to any of the foregoing causes to the extent resulting from acts or omissions of Account Holder.
10. PSN and Account Holder are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between PSN and Account Holder. Neither PSN nor Account Holder will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
11. PSN represents that it owns and will retain during the term of this Agreement all proprietary rights in and to all development tools, routines, subroutines, applications, software and other materials that PSN may use in connection with implementation and operation of the Site, and has the right to license and

otherwise permit Account Holder's and Customers' usage of such Site and other materials in accordance with the terms of the Agreement. This Agreement does not transfer to Account Holder any ownership or proprietary rights in PSN's Site, technology or any work or any part thereof, and all right, title and interest in and to PSN's Site and technology will remain solely with PSN. PSN agrees to indemnify and hold Account Holder harmless from any liabilities or charges, including attorney's fees, arising out of any claim that PSN or Account Holder has infringed the proprietary rights of others in performing the Services under this Agreement or in operating the Site.

- a. PSN shall notify Account Holder if PSN changes or adds any functionality of the Services as implemented on the Site. Under no circumstance shall PSN offer Customers of Account Holder any community features (such as mail, chat, message boards, or the ability to create home pages) from the Site. PSN shall not, in conjunction with the Site or the Services, use any interstitials Web pages, pop-up windows, other intermediate steps or any other content which acts as a barrier to the transaction of a Customer from Account Holder's Web site to the Site.
 - b. PSN shall be responsible for providing all customer support regarding the Services or the Site and Account Holder may redirect to PSN any associated customer support inquiries.
 - c. PSN's privacy policy shall make any disclosures, or obtain any Customer consent necessary, to make the disclosures about Customers back to Account Holder required by this Agreement.
 - d. Account Holder hereby grants to PSN a non-exclusive, worldwide, revocable right to use Account Holder's domain names, trademarks and logos reasonably necessary for PSN to perform under this Agreement (collectively, the "Marks"). Account Holder may terminate the foregoing right to use the Marks if, in Account Holder's sole discretion, PSN's use of the Marks is not related to PSN's performance under this Agreement or PSN's use of the Marks tarnishes, blurs, diminishes, or dilutes the quality associated with the Marks or the associated goodwill and such inappropriate use is not cured within thirty (30) days of notice of such inappropriate use. Title to and ownership of the Marks shall remain with Account Holder, and PSN shall have no ownership interest in the Marks. PSN shall not take any action inconsistent with Account Holder's ownership of the Marks, and any benefits accruing from the use of such Marks shall automatically vest in Account Holder.
12. PSN WARRANTS THAT IT WILL PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. EXCEPT AS SET FORTH IN THE PREVIOUS SENTENCE AND PARAGRAPH 11 ABOVE, PSN AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY

REGARDING OR RELATING TO ANY OF THE SITE, TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SITE SERVICES OR TECHNOLOGY PROVIDED TO ACCOUNT HOLDER AND/OR ITS CUSTOMERS HEREUNDER. PSN AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PSN AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT ACCOUNT HOLDER'S AND/OR ITS CUSTOMERS' ACCESS TO THE SITE OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. PSN AND ITS SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY ACCOUNT HOLDER, ACCOUNT HOLDER'S CUSTOMERS OR ACCOUNT HOLDER'S EMPLOYEES OR AGENTS. PSN AND ITS SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEB SITES OR OTHER DATA RECEIVED BY ACCOUNT HOLDER OR ACCOUNT HOLDER'S CUSTOMERS VIA THE INTERNET.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL PSN'S LIABILITY TO ACCOUNT HOLDER, CUSTOMERS, OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY ACCOUNT HOLDER AND ITS CUSTOMERS TO PSN FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED (THE "LIABILITY CAP"). PSN SHALL NOT BE LIABLE TO ACCOUNT HOLDER, CUSTOMERS OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS PROFITS) OR PUNITIVE DAMAGES FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SITE, THE SERVICES, THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF PSN HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13. PSN agrees that all information of Account Holder and Customers, including without limitation, Customers' names, addresses and account numbers, shall be treated as confidential by PSN, shall not be disclosed to any third party (other than to credit card issuers or PSN's processing bank in the performance of this Agreement) except as required by law.

PSN agrees not to exploit or use such information except as expressly permitted by this Agreement, and shall not sell, purchase, provide or exchange credit card account number information without the written consent of the Customer. PSN will destroy any cardholder information that is no longer necessary in a manner that will render the data unreadable.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

14. PSN agrees to procure and maintain the following insurance policies and bond in no less than the following minimum amounts (or such other minimum amounts, if higher, as required by law), with such reasonable deductibles as PSN shall determine:

Errors and Omissions Professional Liability Coverage

\$1,000,000 Each Claim; \$1,000,000 Aggregate

Commercial Umbrella Liability Coverage

\$2,000,000 Each Occurrence; \$2,000,000 Aggregate

Commercial Crime Coverage

\$250,000 Form A - Blanket Employee Dishonesty; \$250,000 Form B - Forgery or Alteration; \$10,000 Form C - Money and Securities; \$250,000 Business Service Bond; \$2,500 Deductible

Commercial General Liability Coverage

\$2,000,000 General Aggregate; \$1,000,000 Each Occurrence; \$100,000 Fire Damage; \$5,000 Medical Expense

Workers Compensation and Employers Liability Coverage

\$100,000 Accident; \$500,000 Policy Limit; \$100,000 Each Employee.

15. Account Holder understands that PSN is party to a Merchant Services Agreement pursuant to which PSN is being provided with certain payment processing services by a member (a "Provider") of Mastercard, Visa, Discover and/or similar entities (collectively, "Associations"), and that Account Holder is a sub-merchant under said Merchant Services Agreement. As a conditional precedent to PSN's obligations under this Agreement, Account Holder shall enter into a Sub-Merchant Agreement with the Provider (on Provider's current form) to satisfy the Associations' requirement that the Account Holder have a direct contractual relationship with a member of the Associations.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without application of its conflicts of law principles. For the purpose of any dispute arising under, or related in any way to, the subject matter of this Agreement, the parties agree that such dispute shall be heard exclusively by the federal or state courts situated in Johnson County, Kansas. The parties hereby submit to the exclusive jurisdiction of the federal and state courts situated in Johnson County, Kansas, and agree not to raise any objection to or defense based upon the venue of said courts.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A RIGHT OF TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT.

17. Account Holder will certify to PSN the identity of any person Account Holder has authorized to act as its agent with respect to the Services. Any such person is authorized to, without limitation, take any action on behalf of Account Holder as it relates to any Services. PSN shall be able to conclusively presume that such

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

agency continues until PSN receives written notice to the contrary. PSN may rely on instructions received from such persons and need not make any inquiries to confirm that the instructions are within the scope of the agency.

18. The undersigned warrants and represents that he/she has all requisite authority to execute this Agreement on behalf of Account Holder, and that he/she is authorized to bind Account Holder to the terms of this Agreement.
19. This Agreement may be executed in counterparts. Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single agreement binding the parties as if they had signed a single document. Faxed, photocopied and scanned signatures shall be acceptable to and legally binding on the parties to this Agreement. No party to this Agreement shall raise the use of a facsimile machine, email transmissions, or other electronic transmission to deliver a signature or the fact that any signature or this Agreement were transmitted or communicated through the use of facsimile machine, by email, or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

[Signature Page Follows]

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

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

ACCOUNT HOLDER

Company: _____

Signature: _____

Print Name: _____

Title: _____

PAYMENT SERVICE NETWORK, Inc.

By: _____

Name: _____ Marll Thiede

Title: _____ CFO

Payment Service Network, Inc.
2901 International Lane, Suite 101
Madison, WI 53704
608-442-5088 Direct
608-442-5116 Fax
877-390-7368 Toll Free

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "A" [Fill out sections I, II and III]

I. Corporate Office Information

Contact Name: Business Legal Name: City of Edgerton
Address: 404 East Nelson St. City, State, ZIP: Edgerton, KS 66032
Telephone: 913-893-6231 Fax:
Email: Business Tax ID (if different for each account, list below):

II. List of Properties, Accounts or Services: (Please use a separate sheet if needed or supply an Excel spreadsheet if possible.)

Total Number Payers or Units	Service Description or Property Name	Address (If different from Corporate above) (Include: Street Address, City, State, ZIP)	Tax ID	Last 4 Digits of Checking Account (if different for each)	Contact Person	Email	Phone Number
750	Utility						

III. Depositing and Invoicing Instructions and Request for Voided Check(s):

- Please indicate by checking the appropriate box how you want PSN to debit its Fees from your bank account(s).
☐ PSN should invoice and take its Fees from the same bank account(s) to which it is depositing funds.
☐ PSN should invoice and take its Fees from a different bank account than the one to which it is depositing funds.
- Attach to this Agreement, an actual voided check(s) for the bank account that PSN will deposit funds into and, if applicable, and/or a voided check of the account from which PSN will debit its Fees. It must be a printed voided check and not a starter check, a deposit slip or other substitute. If it is not possible to attach a voided check(s), then you can attach a letter from your bank(s), on bank letterhead that is legally signed by a bank representative, verifying your checking/savings account number and the bank's routing number. NOTE: If using more than one bank account, mark each voided check to clearly identify which service, property or account (from the list above) it represents.
- In order to debit Fees from your account(s), you may have to inform your bank(s) that Payment Service Network (PSN) is an approved vendor. Once you have signed and returned this Agreement, PSN will provide you with its official NACHA vendor number to provide to your bank(s).

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" Fee Schedule for Utility Payment

The items marked with an "X" are applicable to this Agreement.

Setup/Equipment Fees					
☒	One-time Setup			\$99.00	Paid by Account Holder
☒	Web Customization		Custom	\$200.00	Paid by Account Holder
☒	Mobile App		Standard	\$	NA
☒	Training			\$	NA
☒	Software Integration			\$	NA
☐	Custom Programming			\$	NA
☐	Integrated Point of Sale (IPOST) Setup			\$	NA
☐	Check Scanning Equipment			\$	NA
☐	Credit Card Swipe Machine			\$	NA
Monthly Fees					
☒	Gateway for each PSN Account			\$12.95	Paid by Account Holder
☐	Bank Bill Pay eSolution/eCash Solution			\$	NA
☐	Mobile App			\$	NA
☐	Outbound Auto-Call Messaging			\$	NA
☐	Integrated Point of Sale (IPOST)			\$	NA
Transaction Fees					
(all fees are per item; unless otherwise noted, only one fee will be charged per transaction)					
☒	eChecking or eSavings Payment	☒ Online/Mobile	Gross Deposit	\$0.50	Paid by Account Holder
		☒ Automated Phone	Gross Deposit	\$0.75	Paid by Account Holder
		☒ Live PSN Rep	Gross Deposit	\$1.50	Paid by Account Holder
☒	Credit Card Payments ☒ VISA ☒ MasterCard ☒ Discover ☐ American Express	☒ Online/Mobile	Gross Deposit	0.4%*+60¢**+pass thru***	Paid by Account Holder
		☒ Automated Phone	Gross Deposit	0.4%*+85¢**+pass thru***	Paid by Account Holder
		☒ Live PSN Rep	Gross Deposit	0.4%*+\$1.60**+pass thru***	Paid by Account Holder
☒	Bank Bill Pay eSolution (bank-issued checks)		Gross Deposit	\$0.40	Paid by Account Holder
☐	eCash Solution		NA	\$	NA
☐	Integrated Scanned Paper Checks (Check 21 or RDC)		NA	\$	NA
☐	Virtual Point of Sale Terminal (VPOST)		NA	\$	NA
☐	Integrated Point of Sale (IPOST for credit cards)		NA	\$	NA
☐	Credit Card Swipe		NA	\$	NA
☐	Cash Distribution		NA	\$	NA
Other Fees					
☒	Annual Security Compliance (billed annually)		Due each December	\$89.00	Paid by Account Holder
☐	Outbound Auto-Call Messaging		Only answered calls get assess the fee; recording device pickups are considered answered.	\$ for first 2 minutes & \$ for each additional minute.	NA
☒	NSF (for online and phone check/savings transactions with insufficient funds)			\$10.00	Paid by Account Holder
☐	NSF (for scanned and VPOST checks)			\$	NA
☐	NSF (for Cash Distribution transactions with insufficient funds)		A second violation can be cause for disconnection of Cash Distribution Solution	\$	NA
☒	Chargeback (for credit cards that are disputed)			\$15.00	Paid by Account Holder

*Basis Points=Fee charged by credit card companies/processors

**Includes authorization fee by credit card company/processor and PSN's channel fee (e.g., phone)

***Pass Thru=Interchange fees charged by credit card companies (assures lowest fee charged by credit card company for that type of card)

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" Fee Schedule for Miscellaneous Payments

The items marked with an "X" are applicable to this Agreement.

Setup/Equipment Fees					
☒	One-time Setup			\$	NA
☒	Web Customization		Custom	\$	NA
☒	Mobile App		Standard	\$	NA
☒	Training			\$	NA
☒	Software Integration			\$	NA
☐	Custom Programming			\$	NA
☐	Integrated Point of Sale (IPOST) Setup			\$	NA
☐	Check Scanning Equipment			\$	NA
☐	Credit Card Swipe Machine			\$	NA
Monthly Fees					
☐	Gateway for each PSN Account			WAIVED	Paid by Account Holder
☐	Bank Bill Pay eSolution/eCash Solution			\$	NA
☐	Mobile App			\$	NA
☐	Outbound Auto-Call Messaging			\$	NA
☐	Integrated Point of Sale (IPOST)			\$	NA
Transaction Fees					
(all fees are per item; unless otherwise noted, only one fee will be charged per transaction)					
☒	eChecking or eSavings Payment	☒ Online/Mobile	Gross Deposit	\$0.50	Paid by Account Holder
		☒ Automated Phone	Gross Deposit	\$0.75	Paid by Account Holder
		☒ Live PSN Rep	Gross Deposit	\$1.50	Paid by Account Holder
☒	Credit Card Payments ☒ VISA ☒ MasterCard ☒ Discover ☐ American Express	☒ Online/Mobile	Gross Deposit	0.4%*+60¢**+pass thru***	Paid by Account Holder
		☒ Automated Phone	Gross Deposit	0.4%*+85¢**+pass thru***	Paid by Account Holder
		☒ Live PSN Rep	Gross Deposit	0.4%*+\$1.60**+pass thru***	Paid by Account Holder
☐	Bank Bill Pay eSolution (bank-issued checks)		NA	\$	NA
☐	eCash Solution		NA	\$	NA
☐	Integrated Scanned Paper Checks (Check 21 or RDC)		NA	\$	NA
☐	Virtual Point of Sale Terminal (VPOST)		NA	\$	NA
☐	Integrated Point of Sale (IPOST for credit cards)		NA	\$	NA
☐	Credit Card Swipe		NA	\$	NA
☐	Cash Distribution		NA	\$	NA
Other Fees					
☐	Annual Security Compliance (billed annually)		Due each December	\$	NA
☐	Outbound Auto-Call Messaging		Only answered calls get assess the fee; recording device pickups are considered answered.	\$ for first 2 minutes & \$ for each additional minute.	NA
☒	NSF (for online and phone check/savings transactions with insufficient funds)			\$10.00	Paid by Account Holder
☐	NSF (for scanned and VPOST checks)			\$	NA
☐	NSF (for Cash Distribution transactions with insufficient funds)		A second violation can be cause for disconnection of Cash Distribution Solution	\$	NA
☒	Chargeback (for credit cards that are disputed)			\$15.00	Paid by Account Holder

*Basis Points=Fee charged by credit card companies/processors

**Includes authorization fee by credit card company/processor and PSN's channel fee (e.g., phone)

***Pass Thru=Interchange fees charged by credit card companies (assures lowest fee charged by credit card company for that type of card)

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

SCHEDULE "B" continued

Fee Schedule

Account Holder's designated depository account(s) shall mean any and all depository accounts which Account Holder has designated in a writing delivered to PSN for PSN to make deposits of payments made by Account Holder's Customers/Payees. Account Holder may only change designated depository account(s) upon not less than fifteen (15) days prior written notice to PSN, provided that Account Holder completes and timely delivers to PSN all forms required by PSN to complete the change in designated depository account(s).

Account Holder agrees to pay the Setup/Equipment Fees set forth in this Schedule B upon execution of this Agreement. Account Holder agrees to pay Monthly Fees set forth in this Schedule B on or about the first day of each month. All such Setup/Equipment and Monthly Fees are non-refundable and will be automatically withdrawn by PSN via auto debit from the Account Holder's designated depository account(s) as set up with PSN or, at PSN's option, deducted from Customer payments before such payments are deposited into Account Holder's designated depository account.

Account Holder agrees to pay Transaction Fees and Other Fees as designated in Schedule B. PSN shall, at PSN's option, (a) deduct Transaction Fees and Other Fees from Customer payments before such payments are deposited into Account Holder's designated depository account and/or (b) auto-debit from Account Holder's depository account(s) on or around the first of every month the total of all Transaction Fees and Other Fees incurred during the immediately preceding month which were deposited into the Account Holder's depository account.

PSN will endeavor to have Customer payments deposited into Account Holder's designated account or accounts within three (3) banking days of payment, however, Account Holder acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

PSN acknowledges and agrees that all amounts received from Customers less per item Transaction Fees collected by PSN, and less any Monthly Fees and Other Fees (collectively, "Fees") owed by Account Holder, will be the property of the Account Holder and PSN will have no right to retain such amounts for any reason, including, without limitation, pursuant to any rules of bankruptcy or insolvency. PSN will function as a repository for the net funds and not as owner of the net funds at any time (other than the Fees owed to PSN). PSN's failure to deduct or auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Account Holder at a later date, and Account Holder agrees to pay such Unpaid Fees to PSN. PSN is hereby granted a security interest in amounts received from Customers to secure payment of the

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

Unpaid Fees, and shall have a contractual right of offset against amounts received from Customers equal to the amount of Unpaid Fees.

[Signature Page Follows]

ACCOUNT HOLDER:

Signature: _____

Date: _____

Print Name: _____

Title: _____

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among VANTIV, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and _____ ("Sub-merchant") in connection with the agreement between Sub-merchant and Payment Service Network, Inc. ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

- 1. Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa.com/merchants/> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and USA Patriot Act (or similar law, rule or regulation) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for purposes related to financing terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

- 2. Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____



PSN Contact Information Form for Credit Card Processing

Tax Filing Business Name: _____

Corporate Structure:
(Please select one) ☒ Government

Contact Name _____

Physical Address _____
(Include City, State, Zip)

Business Phone Number _____

State Incorporated _____

Month and Year Started _____

Fed Tax ID _____

PLEASE ALSO INCLUDE

- ☐ A COPY OF VOIDED CHECK or BANK LETTER FOR DEPOSIT ACCOUNT(s)
- ☐ ARTICLES OF INCORPORATION (If applicable)
- ☐ DBA SUMMARY LISTING (included in the next page) - Listing of all departments to be setup (i.e. Utilities, Tax, Court, Building Permits, Licensing, Parking, etc)



Department Name	Address	City	State	ZIP	Contact Phone Number	Contact Person and Email Address	Total Monthly Cash and Credit Processing*	Monthly Credit Card Volume**	Average Ticket Amount***	Number of Payers	Last 4 digits of bank account number
Utilities	123 Main St	Madison	WI	53704	608-442-5056	John Doe JohnDoe@PSN.com	\$550,000	\$100,000	\$110	5000	
*Total Monthly Cash and Credit Processing = Total of all payments for the month (Cash, Check, Money Order, Credit Card, etc) **Monthly Credit Card Volume = If unknown please leave blank or enter an estimated amount ***Average Ticket Amount = Average payment amount for a single transaction											



To be completed by client (PSN customer)

Bank Name: _____

Bank Address: _____

Bank Telephone Number: _____ Bank Fax Number: _____

Please provide us with a rating on the following account(s):

Name on Account: _____

Account Number(s): _____

I hereby authorize Payment Service Network to obtain account information from the bank indicated above.

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

To be completed by the financial institution

For your convenience, a space is provided for entry of the rating information.

Please return this form to Payment Service Network, Inc. at the fax number listed below.

Thank you for your prompt assistance.

Date opened:		Year to Date NSF's:	
Average Daily Balance:		Average Monthly Balance	
Rating: (Mark all that Apply)	☐ Questionable ☐ New Customer ☐ In Good Standing ☐ Good Customer ☐ Excellent Customer		
Additional Comments:			

(Bank Representative Print Name)

(Bank Representative Signature)

Payment Service Network, Inc.
2901 International Lane, Suite 100
Madison, WI 53704
866-917-7368
608-442-5116 Fax

Bank Stamp

“Bank Bill Pay” Information for PSN

The below information will be used to consolidate any current Bank Bill Pay transactions into a single central delivery.

Account Number variables:

Format of the customer account number; please include current format and any older formats which may be used currently

Examples

1-xxx-xxxxxx-xx OR xxxxxxxxxxxx

AKA Name variables:

Any name variations a customer might put on a check they are writing to you.

Examples

“Payment Service Network, Inc” - “PSN”

Address Variables:

Any address a customer may send their payment to, please include physical address, PO BOX's, lockbox services, etc.

Examples

“2901 International Lane” - “2901 International Lane Suite 100” -“POBOX 123 Main St”

Current Payment Providers:

Please include a listing of any provider you are currently receiving electronic bill presentment payments from. Any company you receive notice from that a payment has been made and deposited electronically.

PLEASE PRINT PAGE 2 ON COMPANY LETTER HEAD – COMPLETE ONLY BILLER'S
SECTION WITH SIGNATURE

MasterCard International Incorporated
2200 MasterCard Boulevard
O'Fallon, MO 63368-7263

Attention: RPPS Business Implementations

Effective immediately, MasterCard is authorized by this letter to initiate ACH debit entries to be issued by the MasterCard Settlement Bank, currently JP Morgan Chase Bank, from time to time against the account noted below. We hereby confirm that all debits associated with such ACH debit entries will be honored and will be final when made, and no entry shall be reversed without written consent of both MasterCard and ourselves. Our signatures below represent that we are authorized to provide these instructions to you and you are authorized to rely on these instructions.

We understand that written notice of revocation of this authorization must be sent to MasterCard International Incorporated.

ICA Number:	
Routing and Transit Number:	
Account Number:	
Name of Financial Institution:	
Address Line #1:	
Address Line #2:	
City:	
State:	
ZIP Code:	

Sincerely,

Biller's Organization	
Biller's Contact Name:	
Biller's Address #1:	
Biller's Address #2:	
City:	
State:	
ZIP Code:	
Biller's Phone Number:	
Biller's Signature	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Neckerman Insurance Services 6200 Mineral Point Road Madison WI 53705-4582		CONTACT NAME: Robin Trolinger, CIC PHONE (A/C, No. Ext): (608)238-2686 FAX (A/C, No): (608)238-7798 E-MAIL ADDRESS: r_trolinger@neckerman.com	
INSURED Payment Service Network Inc 2901 International Ln Ste 100 Madison WI 53704		INSURER(S) AFFORDING COVERAGE INSURER A: QBE/General Casualty INSURER B: Executive Risk Indemnity Inc INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24414 35181	

COVERAGES**CERTIFICATE NUMBER:13-14 Standard****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			CFB0420061	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CFB0420061	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CCU0420061	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			CWC0420061	10/1/2013	10/1/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability Claims Made			81703017 Retro Date: 10/01/2002	10/1/2013	10/1/2014	Occurrence/Aggregate \$ 1,000,000 Deductible \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Edgerton
404 E Nelson
Edgerton, WI 66032

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anton Arneson III/RT



CITY OF EDGERTON

Winter Weather Operations

CHALLENGES TO OPERATIONS

- Traffic such as stuck vehicles, parked cars or drivers passing the snow plows
- Road conditions including hills, stopping distances and tree limbs
- Equipment Breakdown

WHICH STREETS ARE PLOWED FIRST

Streets are plowed in accordance with the priority plan adopted by the City Council. See the reverse side of this flyer.

WHERE TO FIND MORE INFORMATION

Residents are encouraged to check the City's website or call City Hall for more information regarding winter weather operations.

CITY OF EDGERTON

404 East Nelson
Edgerton, KS 66021
913-893-6231
www.edgertonks.org

It is the time of year when City of Edgerton Public Works gears up for winter weather operations. Public Works is preparing the snow plow equipment, securing treatment material and confirming areas of responsibility. This flyer provides tips on how the public can help.

What is a Winter Weather Event?

A winter weather event is anything that can make travel on the roads treacherous. Winter weather events include snow, ice, freezing rain and sleet. Different types of moisture require different methods of treatment. Public Works evaluates each event on length, intensity, temperature and time of day to determine the most effective method of treatment for that event.

When do the streets get cleared?

During winter weather events, first priority is given to calls from emergency responders. Following any calls from emergency services, the street network is cleared in accordance with the priority plan approved by the City Council. **The street priority map is on the reverse side of this flyer.** This plan addresses the streets most heavily travelled first.

How Can You Help?

Driving on roads during a winter weather event can be dangerous. There are several ways that residents can assist Public Works. First, be patient. Drive slowly and allow extra time to complete your trip. Also allow plenty of stopping distance between you and other vehicles. Second, prioritize your vehicle trips. If the weather forecast indicates a significant weather event is

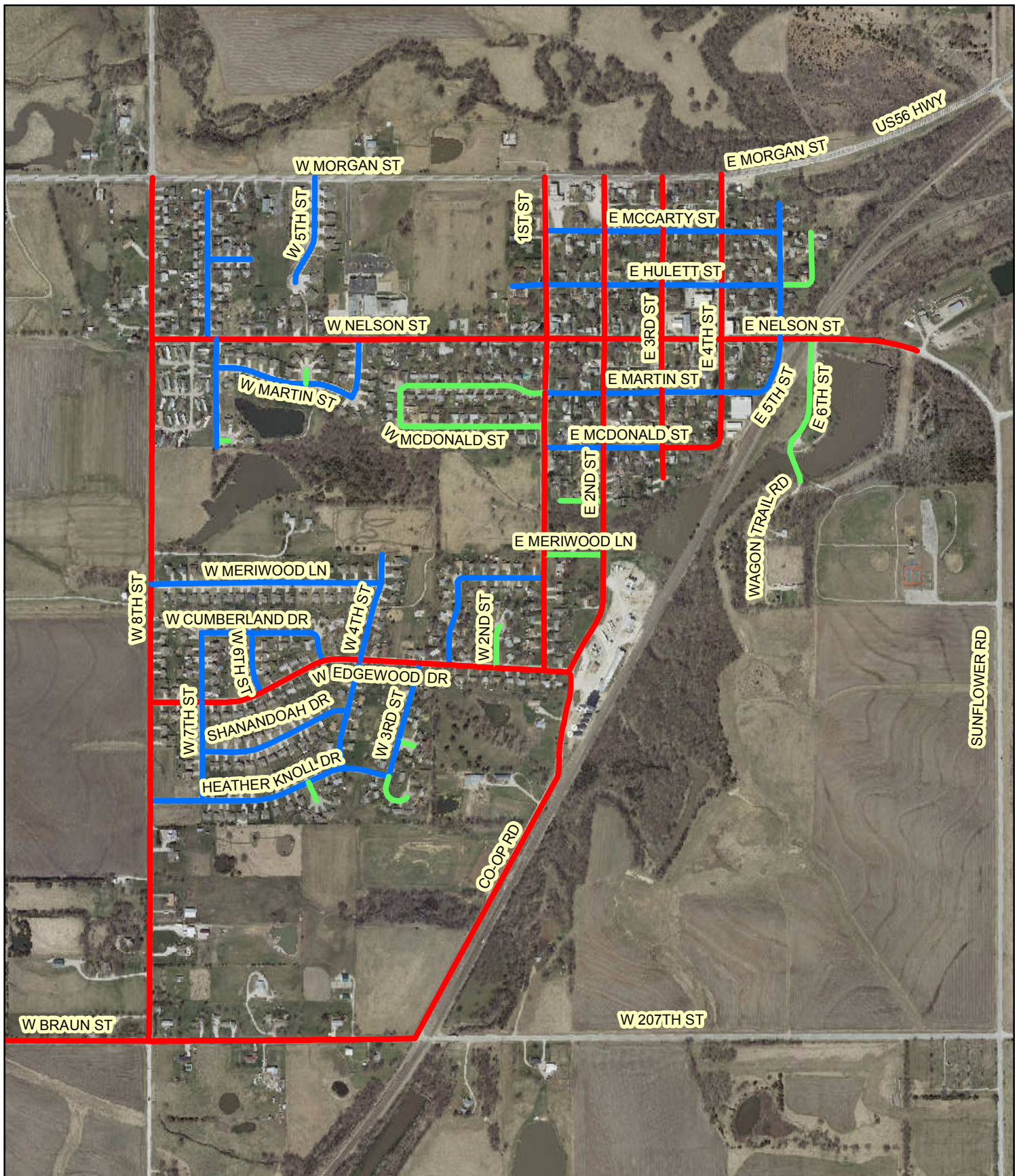
coming, consider making your trips to the grocery store or pharmacy in advance. Once the event is here, only make those trips absolutely necessary. Finally, remove your vehicle from the street. Many streets are narrow with ditches on both sides. Vehicles parked in the street make it difficult and unsafe for a snow plow to pass down the street. This can make it difficult for emergency vehicles or needed vehicular traffic to maneuver safely.

Cars left on the street after two inches of accumulation are in violation of city ordinance. Owners of vehicles in violation may be notified by City Hall and requested to move the vehicle. Vehicles that remain in violation may be towed at the owner's expense.

Who clears the sidewalk?

City code requires adjacent property owner to remove snow and ice on sidewalk within 12 hours from time snow fall or ice storm ceases. Accumulation overnight should be removed within 12 hours after sunrise following day. It is unlawful to place snow removed from private property onto public street, alley or sidewalk. For ice or compacted snow, property owner may use ashes, sand or other non-corrosive chemical to make it safe for pedestrians.

Owners or occupants who fail to clear the sidewalk may be notified by City Hall and asked to clear the sidewalk. Owners or occupants who fail to clear the sidewalk may be cited in municipal court or the city may remove the snow or ice and assess cost of removal to abutting lot(s).



800 400 0 800 Feet

City of Edgerton Snow Plan

Snow Plow

- High Priority
- Medium Priority
- Low Priority

Map printed: 10/20/2011 Johnson County AIMS