

CITY OF PRAIRIE VILLAGE

January 18, 2011
Committee Meeting
6:30 p.m.



City Council Meeting

January 18, 2011



Dinner will be provided by:
Dragon Inn

Beef and Broccoli
Shrimp with Seasonal Vegetables
Sweet and Sour Chicken

Ice Cream Cake from Mely's

COUNCIL COMMITTEE
Tuesday, January 18, 2011
6:30 p.m.
Council Chambers

AGENDA

CHARLES CLARK, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- | | |
|--------------------|---|
| *COU2011-01 | Consider Approval of Amendments to the Police Pension Plan Nic Sanders |
| *COU2011-02 | Consider Approval of Agreement with UMB Bank for Banking Services Karen Kindle |
| COU2011-03 | Consider Approval of the 2011 SuperPass Interlocal Agreement Chris Engel |
| COU2011-04 | Consider 2011 Recreation Fee Schedule Chris Engel |

***Council Action Requested the same night**



COUNCIL COMMITTEE

Council Committee Meeting Date: January 18, 2011
City Council Meeting Date: January 18, 2011

COU2011-01 Consider approving amendments to the City's Police Pension Plan.

SUGGESTED MOTION

Move that the Committee approve the amendments to the City's Police Pension Plan.

BACKGROUND

In April 2010, the City's Police Pension Plan Board voted to change the Plan to require eligible employees to begin participating in the Plan upon date of hire. Previously, eligible employees would begin participation after they had completed one (1) year of employment with the City. Monthly pension benefits are calculated based upon their date of hire rather than date of participation to the Plan; with this change, participants will contribute each year they receive credit for when their retirement benefit is calculated.

Along with the contribution changes, the Plan's legal counsel suggested that any amendments required by federal legislation (Pension Protection Act of 2006, Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART), and the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA)) be added to the Plan. Most are technical provisions that must be added to the terms of Plan. Notable changes include:

- Lump sum distributions made to participants after December 31, 2007 made be rolled over into a Roth IRA.
- Any lump sum distributions made after December 31, 2009 following the participant's death to a participant's beneficiary may be rolled over into an IRA.
- Distribution and benefit notices that are provided to participants in 2007 or later must be provided between 30 and 180 days before the participant's annuity starting date (this is an increase from the 90-day maximum period).
- Participants who leave for qualified military service and die or become disabled (after December 31, 2006) during such service will be entitled to death or disability benefits under the Plan. Any differential wage payments made after 2008 (payments to compensate for the difference between the employee's "regular" wage and military pay) will be treated as compensation under the Plan.
- Participants who terminate employment after attaining the Plan's Normal Retirement Age or due to disability may elect to have up to \$3,000 of each annual distribution from the Plan paid directly to the City's retiree medical plan or long-term disability plan in order to pay premiums for such coverage. (Normal Retirement Age is the earlier of (i) age 65 and 5 years of Plan

participation, or (ii) 30 years of credited service). This is effective for distributions made after December 31, 2010.

These changes will take effect on January 1, 2011.

ATTACHMENTS

- Proposed Police Pension Plan Amendments
-

Prepared By:

Nicholas Sanders, PHR, IPMA-CP

Human Resources Specialist

Date: January 12, 2011

Summary of Material Modifications To the Prairie Village, Kansas Police Department Retirement Plan

The Prairie Village, Kansas Police Department Retirement Plan (the "Plan") has been recently amended by the City. The following is an explanation of the changes that have been made to the Plan.

The information below supplements the Summary Plan Description ("SPD") that you have previously received for the Plan. This document should be maintained with your copy of the SPD.

Eligibility and Participation

As described on page 2 of the SPD, currently, you must complete 1 year of continuous employment with the City in order to be eligible to participate in the Plan. Beginning January 1, 2011, the 1-year waiting period will be eliminated. As a result, if you are employed by the City on January 1, 2011 and are not yet a Participant in the Plan, you will become a Participant on January 1, 2011. Any Employee hired after January 1, 2011 will become a Participant as of the first date of his or her employment with the City.

Non-Spouse Beneficiary

Effective for distributions made on or after January 1, 2010, the Plan permits non-spouse beneficiaries to elect have lump sum distributions (made on account of a Participant's death) rolled over directly to such beneficiary's individual retirement account (IRA). Additional information regarding such rollover option will be provided at the time that a beneficiary becomes entitled to a lump sum distribution.

Military Service

If you are a veteran and are re-employed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from law changes effective in 2009. If you think you may be affected by these rules, ask the Plan Administrator for further details.

Distribution Notices

As described on page 10 of the SPD, an explanation of the Plan's forms of benefit will be provided to you prior to the date your benefits begin. Beginning in 2007, this explanation

will be provided between 30 and 180 days prior to the date that you distribution is to begin.

Payment of Insurance Premiums

Effective for distributions made after December 31, 2010, if your separation from employment occurs on or after your Normal Retirement Age or is due to your disability, you may elect, each calendar year, to have up to \$3,000 paid directly to the City's retiree medical plan or long-term care plan for the payment of premiums under such plan(s).]

Additional Information

If you have any questions regarding the above information, you may contact the City Administrator for the City of Prairie Village, Kansas, 7700 Mission Road, Prairie Village, KS 66208, (913) 381-6464.

**SECOND AMENDMENT
TO THE
PRAIRIE VILLAGE, KANSAS POLICE DEPARTMENT
RETIREMENT PLAN**
(as amended and restated effective January 1, 2006)

Section 18.02 of the Prairie Village, Kansas Police Department Retirement Plan (the “Plan”) maintained by the City of Prairie Village, Kansas (the “City”), provides that the City may amend the Plan at any time and from time to time. In accordance with the provisions of that Section, the Plan is amended, except as otherwise provided, generally effective as of January 1, 2010, as described in Parts I, II, III and IV below:

Part I: Eligibility and Participation.

1. Section 2.01 of the Plan shall be amended so as to now read as follows:

2.01 ELIGIBILITY. Effective as of January 1, 2011 an Employee will become a Participant in the Plan as of the date of his or her employment with the Employer. Any employee who is an Employee on January 1, 2011, but not yet a Participant in the Plan, shall become a Participant as of January 1, 2011. A terminated Participant who later resumes his or her employment with the Employer shall again become a Participant as of the date of his or her re-employment with the Employer.

Prior to January 1, 2011, Employees became Participants in the Plan on the first day of the month coincident with or immediately following the completion of one year of continuous employment, and a terminated Participant who later resumed employment with the Employer again became a Participant on the first day of the month following the first anniversary of his or her return to the status of an Employee.

Part II: Pension Protection Act of 2006.

1. The following shall be added to the end of Section 8.01 of the Plan:

Effective for any Plan Year beginning after July 1, 2007, with respect to any Participant who has had a severance from employment with the Employer, the “Defined Benefit Compensation Limitation” specified in Code Section 415(b)(1)(A) shall be automatically adjusted under Code Section 415(d), and the “Defined Benefit Dollar

Limitation” specified in Code Section 415(b)(1)(B) shall not be automatically adjusted under Code Section 415(d).

2. The first sentence of Section 9.02(C) of the Plan shall be amended so as to now read as follows:

Between 30 and 180 days (90 days with respect to distribution notices issued in Plan Years beginning prior to January 1, 2007) before the Participant's annuity starting date, the Board of Trustees must provide the Participant a written explanation of the terms and conditions of the qualified joint and survivor annuity, the Participant's right to make, and the effect of, an election to waive the joint and survivor form of benefit, the rights of the Participant's spouse regarding the waiver election and the Participant's right to make, and the effect of, a revocation of a waiver election.

3. The first sentence of Section 9.04(D) of the Plan shall be amended so as to now read as follows:

Between 30 and 180 days (90 days with respect to distribution notices issued in Plan Years beginning prior to January 1, 2007) before the Participant's annuity starting date, the Board of Trustees must provide a benefit notice to a Participant who is eligible to make a distribution election under the Plan.

4. The following shall be added to the end of Section 9.06 of the Plan:

Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order (QDRO) will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO, or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or the Participant's death. A domestic relations order described in the preceding sentence is subject to the same requirements and protections that apply to QDROs under the Plan.

5. The following shall be added to the end of Section 9.07(a) of the Plan:

Effective for taxable years beginning after December 31, 2006, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or (b), a qualified defined benefit or defined contribution plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is not so includible in gross income.

6. The following shall be added to the end of Section 9.07(b) of the Plan:

For distributions made after December 31, 2007, an eligible retirement plan includes a Roth IRA described in Code Section 408A(b).

7. **[The following new Section 9.08 shall be added to the Plan:**

9.08 INSURANCE PREMIUMS. Effective for distributions made after December 31, 2010, a Participant, who is a “public safety officer”, as defined in Code Section 402(l)(4)(B), and whose severance from employment occurs on or after Normal Retirement Age or is due to his or her disability (as defined in Section 1.29), may elect to have a portion (not exceeding \$3,000 in any taxable year) of his or her Plan distribution paid directly to a retiree medical or long-term care insurance plan of the Employer for the payment of premiums under such plan.]

Part III: Heroes Earnings Assistance and Relief Tax Act of 2008.

1. The following new paragraph shall be added to the end of Section 1.10(A) of the Plan:

For Plan Years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined in Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as Compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

2. The following new Section 7.04 shall be added to the Plan:

7.04 HEART ACT PROVISIONS. In the case of a death or disability occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), his or her Beneficiaries shall be entitled to any additional benefits (other than, except as described in Section 1.28, benefit accruals relating to the period of the Participant’s qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

Part IV: Worker, Retiree, and Employer Recovery Act of 2008.

1. The following new Section 9.07(e) shall be added to the Plan:

(e) Non-Spousal Rollover – Effective for distributions made after December 31, 2009, a non-spouse Beneficiary who is a Designated Beneficiary under Code Section 401(a)(9)(E) and the Regulations

thereunder, by a direct trustee-to-trustee transfer (“direct rollover”), may roll over all or any portion of his or her distribution to an Individual Retirement Account (IRA) the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution must otherwise satisfy the definition of an eligible rollover distribution under Code Section 401(a)(31).

Notwithstanding the foregoing, any direct rollover elected by a non-spouse Beneficiary is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B)), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a 60-day (non-direct) rollover.

If the Participant’s named Beneficiary is a trust, the Plan may make a direct rollover under this subparagraph (e) to an IRA on behalf of the trust, provided that the trust satisfies the requirements to be a Designated Beneficiary within the meaning of Code Section 401(a)(9)(E).

A non-spouse Beneficiary may not roll over an amount that is a required minimum distribution, as determined under applicable Regulations and other Internal Revenue Service guidance. If the Participant dies before his or her Required Beginning Date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Regulation 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary’s distribution.

IN WITNESS WHEREOF, the City of Prairie Village, Kansas has adopted this Amendment to the Prairie Village, Kansas Police Department Retirement Plan this _____ day of _____, 2010.

THE CITY OF PRAIRIE VILLAGE, KANSAS

By: _____

Ronald L. Shaffer, Mayor



FINANCE COMMITTEE

Council Meeting Date: January 18, 2011
Committee Meeting Date: January 18, 2011

COU2011-02: Consider Approval of UMB Bank for Banking Services

RECOMMENDATION

Staff recommends approval of UMB Bank to provide banking services to the City. The Finance Committee will review this item at their meeting on Tuesday, January 18, 2011.

SUGGESTED MOTION

Move to approve UMB Bank for the City's banking services and authorize the Mayor to negotiate and sign all necessary agreements and documents.

BACKGROUND

The City issued an RFP for Banking Services on November 5, 2010. The City's practice has been to do an RFP process for banking services every five years; however, due to other projects, the RFP was delayed. The last RFP process was conducted in 2001 and resulted in the City's current banking relationship with Intrust Bank.

The RFP included the following four services: bank accounts, merchant credit card services, purchasing cards and the Municipal Foundation account (City staff consulted with the Foundation Board regarding banking services needed). The RFP was structured so that banks could bid on all or only some of these four services.

The RFP was sent to all banks within Prairie Village as well as any banks in Johnson County that had expressed an interest in providing banking services. The City received responses from the ten banks listed below.

| | |
|-------------------------|------------------------|
| Bank of Blue Valley | Intrust Bank |
| Bank of Prairie Village | Metcalf Bank |
| Commerce Bank | Sage Payment Solutions |
| Enterprise Bank | UMB Bank |
| Great Southern Bank | US Bank |

An evaluation committee reviewed the proposals received and determined which banks would receive further consideration and an interview. The evaluation committee members were: Councilman Charles Clark, Finance Committee representative; Quinn Bennion, City Administrator; Karen Kindle, Finance Director; Stephen Albright, Accounting Clerk; Dennis Lloyd, President - Columbia Capital Management; and Kelsi Powell, Senior Vice President -

Columbia Capital Management. The evaluation committee used the following criteria to narrow down the list to five banks:

- Financial strength and stability of the bank.
- Clarity, completeness and timeliness of information provided for evaluation by the City.
- Ability of the bank to address the scope of required and requested services.
- Experience, expertise and qualifications of key bank personnel assigned to the City.
- Value of any new products or services suggested.

The interviews were held on December 13, 2010, and the following banks were interviewed:

| Bank | Services Included in the Proposal |
|-------------------------|--|
| Bank of Prairie Village | Merchant Credit Card Services |
| Commerce Bank | Bank Accounts, Merchant Credit Card Services, Purchasing Cards, Municipal Foundation Account |
| Great Southern Bank | Bank Accounts, Merchant Credit Card Services, Municipal Foundation Account |
| Intrust Bank | Bank Accounts, Merchant Credit Card Services, Purchasing Cards, Municipal Foundation Account |
| UMB Bank | Bank Accounts, Merchant Credit Card Services, Purchasing Cards, Municipal Foundation Account |

After the interviews, review of the proposals and reference checks, the evaluation committee decided on their recommendation to the Finance Committee:

| Service | Recommendation |
|-------------------------------|----------------|
| Bank Accounts | UMB Bank |
| Merchant Credit Card Services | UMB Bank |
| Purchasing Cards | UMB Bank |

Note: Staff will handle the evaluation committee's recommendation for the Municipal Foundation account with the Foundation Board. The evaluation committee recommended Great Southern Bank for this service.

All of the banks interviewed had high safety ratings by industry rating agencies. There were some differences in cost. However, the biggest differences between the banks were their approach to providing service to the City and their depth of experience with government entities. The banking world is complex and gets more complex everyday. The City relies on its banking partner to keep informed about new services and other changes in this industry. UMB Bank stood out as the clear leader in knowledge of government entities and the special world in which we operate. In addition, their team had the greatest amount of experience serving government clients and has worked together as a team for a long time. UMB has a number of government clients in both Kansas and Missouri (Johnson County, Lenexa, Overland Park, Unified Government, State of Kansas, Blue Springs, Lee's Summit, State of Missouri), and participates in local Government Finance Officer Association (GFOA) events as well as National GFOA events. UMB meets with its clients on a quarterly basis to find out what is going on as well as to provide information about new services and other bank news.

Regarding purchasing card services, UMB is a special partner with Visa, which allows them to provide a higher level of service than regular partners of Visa. Because of this relationship, the City will have access to information reporting, on-line statement reconciliation and export of data for import into our accounting system at no charge. UMB is also able to provide a custom card design at no charge. This will help distinguish the City's card from personal cards employees carry as well as provide a way to print the City's sales tax exemption number right on the card. Having this number saves our employees time and headaches when making their purchases. UMB was the only provider that could meet the reporting requirements included in the RFP and provide a rebate from dollar one of our spending on the purchasing cards. UMB also offers a user group for their government purchasing card clients.

Merchant credit card services were the most difficult to evaluate. Pricing structures in this industry are complex and include many factors, such as the brand of card (MasterCard, Visa), the type of card (rewards card, regular card, purchasing card, etc.), and the type of sale (card swiped, card keyed, internet, etc.). In each type of transaction, there are standards to follow to ensure the transaction has the least risk, and therefore, the lowest cost to the City. With all of the factors that affect pricing, it is important for the City's merchant credit card partner to assist the City in complying with these processing standards. Two of the banks stood out in this area: UMB Bank and Bank of Prairie Village. In the end, the estimated difference in cost between the two was minimal. The evaluation committee decided to recommend UMB because of their experience with governments, as noted previously, and because UMB was the recommendation for all of the other banking services. There are some administrative benefits to be gained by having the services all in one place.

Upon approval, the transition to the new bank will begin taking place with a target completion date of March 1, 2011.

FUNDING SOURCE

Banking services costs are included in the Finance Department budget.

ATTACHMENTS:

- Cost Summary
- Various UMB Bank Agreements

Prepared By:

Karen Kindle

Finance Director

Date: January 13, 2011

**City of Prairie Village
Banking Services RFP - 2010
Summary of Cost of Services**

| | Bank of Prairie Village | Commerce Bank | Great Southern Bank | Intrust Bank | UMB Bank |
|--------------------------------------|-------------------------|---------------|---------------------|--------------|-------------|
| Bank Accounts | | | | | |
| Cost for Service | n/a* | \$ 11,834.00 | \$ 0 | \$ 4,635.00 | \$ 6,202.00 |
| Purchasing Cards | | | | | |
| Annual Fee | n/a* | \$ 0 | n/a* | @ | \$ 0 |
| Revenue Sharing Rebate Paid | n/a* | 0% | n/a* | @ | 0.66% |
| Merchant Credit Card Services | | | | | |

← Cost varies depending on the individual transactions. →

* Did not submit a proposal for this service.

@ Services proposed did not meet the minimum requirements outlined in the RFP.

Prepared by: Karen Kindle, Finance Director

Date: January 13, 2011

City of Prairie Village
List of Banking Agreements and Purpose
UMB Bank

| Agreement | Purpose |
|---|---|
| General Banking Services | |
| Master Agreement | Covers the whole banking relationship - things that are common among all of the services provided |
| Organization Resolution | Corporate resolution - basically which city staff members have authority over the relationship |
| Wire Transfers Terms and Conditions | Governs how wire transfers work and the responsibilities of the bank and the city |
| Signature Card | One will be prepared for each account. Lists the official name of the account and authorized signers. |
| Web Exchange Terms and Conditions | Governs the on-line banking system that the city will use |
| Corporation Safekeeping Agreement | Governs the service where the bank safekeeps any investments we purchase, like T-bills. |
| Master Repurchase Agreement | Governs the Sweep Repo investment option - money sweeps into investments at night and sweeps back in with interest the next day. |
| Collateral Related Agreements | |
| Pledge and Security Agreement | This is the agreement that covers the collateral relationship between the City and UMB Bank. The collateral will actually be held in the City's name at the Federal Reserve, the 3rd party custodian. |
| Joint Custody Fedmail Form | This is a form from the Federal Reserve - it tells them who is authorized to receive e-mailed reports of holdings in the City's collateral accounts. |
| Pledgee Agreement and Authorization List | This is a form from the Federal Reserve - it tells them who is authorized to release collateral and that we want them to call back to a different person at the City to verify the release. |
| Purchasing Cards | |
| Bankcard Commercial Card Application | To open a corporate purchasing card account. Will attach a list of cardholders to this application. |
| Credit Card Resolution and Disclosure Agreement | Designates which city staff members can do what and who is authorized to request the account on behalf of the city |
| Merchant Credit Cards | |
| Merchant Services Application - City of Prairie Village | Open an account for processing credit cards as a form of payment for city services |
| Merchant Services Application - Bond Account | Open an account for processing credit cards as a form of payment for Municipal Court Bonds posted |
| Prepared by: Karen Kindle, Finance Director | |
| Date: January 13, 2011 | |

UMB TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

The UMB Bank that holds your primary depository account (“we” or “us”), together with our Affiliate depository institutions, offer a variety of treasury management services (each a “Service”) to our commercial customers (“you”) to help you obtain and manage account information, transfer funds and efficiently administer your finances. This UMB Treasury Management Services Master Agreement (“Master Agreement”) contains the general terms that are applicable to all of the Services we provide to you. Capitalized terms used in this document not otherwise defined have the meaning set forth in Section 24.

1. The Agreement. In addition to this Master Agreement, each Service is governed by Service Terms and Conditions that describe additional terms relevant to that Service. We may require you to execute Service Request Forms for certain Services. Our Agreement with you for the provision of each Service consists of this Master Agreement, the applicable Service Terms and Conditions, any applicable Service Request Form and any Supplemental Documentation that we provide concerning the Service. By requesting one or more of the Services or by using one or more Services, you accept the Agreement. All Services involving any of your Accounts or accounts you maintain at one of our Affiliates remain subject to other agreements concerning those Accounts, including for example, deposit agreements and applicable Account Disclosures.
2. Requests for Services. We will provide this Master Agreement to one of the persons that is authorized to act on your behalf according to your resolution on file with us. You accept the terms of this Master Agreement by requesting or using any Service. For certain of the Services, an Authorized Signer must sign a Service Request Form confirming that this Master Agreement and the applicable Service Terms and Conditions govern the Service and appointing Service Representatives (by name and/or by title) to act on your behalf with respect to obtaining or modifying the Service. In order to request any Service, you should contact your treasury management officer or relationship manager assigned to you either in person, by telephone or by e-mail. We retain the right to approve or reject any request for a Service, or to impose conditions on the receipt of Services consistent with our regular banking practices.
3. Modifications to the Agreement. We may modify this Master Agreement as applicable to all Services, or we may modify the Service Terms and Conditions or Supplemental Documentation for any particular Service, at our option, by either (i) posting the revisions on our web site and notifying you of the revisions when you access the applicable Service; or (ii) by e-mailing, mailing or otherwise delivering notice of the modification to you in accordance with Section 7(a) of this Master Agreement. The modification will be considered accepted and agreed to by you when you use the applicable Service after your receipt of notice of the modification. You may specify particular methods of our providing notice to you in accordance with Section 7 of this Master Agreement.
4. Inactivity; Termination. We may terminate any Service provided to you without notice if you do not comply with the Agreement or any other agreement, loan arrangement or other relationship you have with us if we determine in our discretion that continuation of the Service to you would constitute an unacceptable risk of loss, or if you file a petition under the U.S. Bankruptcy Code or such a petition is filed against you. In addition, either of us may terminate the Agreement or any Service Terms and Conditions and cease providing any Services at any time by providing the other party with thirty (30) days’ prior notice. After termination for any reason, the Agreement will continue to apply to all transactions which were initiated prior to termination and Sections 1, 3, 5, 6, 8, 9, 10, 12, 13, 15, 16, 17, 18, 20, 22, 23 and 24 will survive termination.
5. Payment Terms and Account Analysis. You must pay us Service Fees applicable to the Services as disclosed to you in our current pricing statement or in the Service Terms and Conditions, Service Request Form or Supplemental Documentation for each Service. We may modify Service Fees by providing thirty (30) days prior notice to you in accordance with Section 7(a). Service Fees are in addition to fees for banking services as provided in our current pricing statement for commercial accounts. In addition to

Service Fees, you must pay us for (a) all reasonable attorneys' fees and other costs and expenses we may incur in collecting amounts you owe us in connection with the Accounts or any Service, (b) the amount of any taxes levied or based on your receipt of the Services, if any, including without limitation, federal, state or local privilege, excise or sales taxes (other than our income taxes) and (c) third-party expenses incurred on your behalf as provided in an applicable Service Terms and Conditions or Supplemental Documentation. No Service Fees will be refunded or prorated if a Service is terminated prior to the end of the applicable billing period. Service Fees may be offset in whole or in part by applying earnings credit obtained through Account Analysis, if applicable to your Accounts. If Account Analysis applies to your Accounts, earnings credit is calculated by us for certain of your Account(s), based on applying a rate established by us from time to time to the total of your average collected balances in the applicable Accounts, less applicable reserves. You will receive an analysis statement which will disclose the analyzed fees for the applicable period and the earnings credit earned. Any Service Fees and other costs payable by you that exceed the earnings credit for the applicable period will be deducted from your Account(s) on a monthly basis unless you have made other arrangements with us for the payment of Service Fees. If Account Analysis is not applicable to your Accounts, Service Fees may be deducted from your Account(s) as due. You agree to maintain sufficient funds in the Payment Account to pay the Service Fees as such fees become due.

6. Confidentiality.

- (a) Confidential Information. You must use any Confidential Information obtained from us only as we specify in the Agreement and in the ordinary course of using the Services. All specifications, programs, concepts and techniques developed or utilized by us for you or provided by us to you in connection with the provision of Services are and will remain our sole property or the property of third parties from whom we have obtained a license or other right of use. You agree to keep our Confidential Information confidential and limit access to our Confidential Information to employees and other representatives who require access in the normal course of their duties. If you receive any information in connection with a Service to which you are not entitled, you agree to keep that information confidential, to refrain from using the information in any manner, and to notify us promptly and return all copies of the information to us. You must notify us immediately if you suspect any of our Confidential Information has been compromised, disclosed or used in an unauthorized manner or by an unauthorized person. Upon termination of the Agreement, or upon termination of any Service, you must return to us all manuals, software or other documents or materials that we provided to you related to the Service. Certain written agreements that we have with you may include more specific confidentiality provisions. To the extent that the provisions of those other written agreements are more specific than the provisions of this Master Agreement and conflict with the provisions of this Master Agreement, the provisions of those other agreements control.
- (b) Exceptions. This Section 6 does not limit either party's ability to disclose confidential information of the other party (i) with approval in writing from the other party, (ii) to its attorneys, accountants, auditors or other professional advisors who are under a duty to maintain the confidentiality of the confidential information, (iii) that becomes public prior to such disclosure through means other than a breach of the Agreement, (iv) that was in its possession or available to it prior to its receipt in connection with a Service, or (v) that is required or requested by a regulatory body to which either party is subject, or that is otherwise required by Applicable Law.

7. Communication Terms.

- (a) Notices. All communications and notices provided by either party pursuant to the Agreement will be provided in writing to the other party at the postal, e-mail, facsimile or other address provided by such party in connection with the Service. Each party will promptly provide written notice to the other if any relevant contact information changes. Notices will be deemed to have been given or made (i) when received, if the notice is deposited in the United States mail, or (ii) if sent by e-mail or facsimile, the earliest to occur of its actual receipt by the intended recipient or the Business Day following the day in which it was sent; provided, however, that we will not be deemed to have received an e-mail or facsimile notice until we confirm its receipt by returning a facsimile or

e-mail to you that specifically addresses the subject matter of your e-mail or facsimile. We have a reasonable period of time to act on any notice you provide us, including but not limited to a notice changing your Authorized Signers or Service Representatives, the authorization limits provided to a specific Service Representative, or other specific Instructions that relate to your Service. Your Instructions cannot be in conflict with this Master Agreement, the applicable Service Terms and Conditions or the Supplemental Documentation we provide.

- (b) Electronic Communication. If you provide us with an e-mail address or facsimile number for your Authorized Signers or Service Representatives, you agree that each such Authorized Signer or Service Representative may receive information and notices from us via Electronic Communication. You understand that Electronic Communications may be inherently insecure or unreliable due to the possibility of error, delay or observation or receipt by an unauthorized person. We may rely in good faith on your Instructions regarding the use of e-mail, e-mail addresses or facsimile numbers that we reasonably believe to have been initiated by you through an Authorized Signer or Service Representative.
- (c) Telephone Recording. You acknowledge, agree and consent on behalf of the commercial customer receiving Services hereunder, your Service Representatives, Security Administrators and other agents, that we may monitor and record telephone conversations at any time without further notice to you or to your Service Representatives, Security Administrators or agents and without further notice to the parties to the conversation. The decision to record any conversation shall be solely within the Bank's discretion, and we will have no liability to you for any failure to do so.

8. Our Reliance.

- (a) General. We may rely on any resolution, authorization, communication, instrument, document or Instruction we believe in good faith to be genuine and correct and to have been given, signed and/or sent by you or on your behalf, and we will not be liable to you for the consequences of any such reliance. This provision does not supersede any Security Procedures applicable to a Service which requires instructions to be given or confirmed in a particular manner. We have no obligation to review any data or to correct any error in any data provided to you through any Service or in any data or Instruction provided by you to us.
- (b) Security Procedures. Certain Services require that you select a Security Procedure in order to use the Service. By using one or more of the Security Procedures that we offer generally to our treasury management customers, you acknowledge and agree that our Security Procedures are Commercially Reasonable. If you request that your Instructions be confirmed by a Security Procedure that is different from a Security Procedure we routinely offer to our other customers, and we agree to your request, you acknowledge and agree that such Security Procedure is suitable and "Commercially Reasonable" for you given your particular business needs. We may rely without investigation on any Instruction provided through the applicable Security Procedure. In addition, if we follow the selected Security Procedure in acting on any Instruction which we believe to be your Instruction, you will be bound by the Instruction regardless of whether the Instruction was actually authorized by you. We reserve the right to change Security Procedures upon notice to you, and following the effective date of such change, the new Security Procedures will become the Security Procedures selected by you. The purpose of Security Procedures is to confirm the authenticity of Instructions and is not to detect errors or inconsistencies in the Instructions.
- (c) Your Agents. If you authorize any third party to act on your behalf with respect to any Service, the third party shall be deemed to be acting as your agent with respect to the Agreement. All terms of the Agreement will apply to the third party and you will be legally bound by and responsible for all actions, Instructions and inaction of such third party.

9. Provision of Services/Standard of Care. Certain Services are provided by us in conjunction with one or more of our Affiliates. Our duties and responsibilities, and those of our Affiliates that provide Services to

you in conjunction with the Agreement, are limited to those specifically described in the Agreement. We and our Affiliates that provide Services will exercise Commercially Reasonable care in performing our obligations, unless otherwise expressly provided herein or an applicable Service Terms and Conditions. We make no warranty to you, either express or implied, with respect to any Service or product provided or to be provided hereunder, as further described in Section 18.

10. Security Administration. Some of the Services permit or require you identify one or more persons who will act as Security Administrator for that Service. For Services that do not present that option, we administer certain security aspects of the Service.
- (a) Self Administration. Each Security Administrator you designate on a Service Request form or in another written Instruction to us has full authority to grant, modify and delete Identification Codes, authorization or access levels for any person who can access your Accounts and the functions that any such persons may perform using the Service. You are responsible for any access granted or denied by your Security Administrator. You must establish internal procedures and controls appropriate to your receipt and administration of the Services. You should also ensure that your Security Administrator is immediately notified when employees or Service Representatives with access to a Service should no longer have such access and that your Security Administrator immediately takes action necessary to modify or terminate such access. You have sole responsibility for access to the Service and are solely responsible for all transactions or other use of the Service by any person to whom your Security Administrator provides access.
 - (b) Bank Administration. If we administer certain security aspects of the Service, we will set up access as you direct us on the applicable Service Request Form. To change the authority of each person you indicate should have access to the Service, to add a person or to delete a person, you must notify us in writing by execution and delivery of an amended Service Request Form or another notice that complies with the Agreement. After we receive information from you to establish, modify or delete access for a person, we will have at least two (2) full Business Days to implement the changes you request. We will have no liability for any access to the Service or transactions that occur through the Service prior to the time that we are able to implement the requested changes.
 - (c) Your Responsibility. Whether a Service involves Self Administration or Bank administration of certain security functions as provided above, you are solely responsible, and we have no liability for the following:
 - (i) All actions you take or fail to take with respect to your use of the Services, and establishing and implementing internal procedures to safeguard Identification Codes and all means of access to the Services;
 - (ii) Any activity of any kind, including fraudulent activity or corruption of your system, generated by you or through use of the applicable Security Procedures or Identification Codes that occurs before you notify us of the breach and we have had reasonable time to implement corrective measures;
 - (iii) Actions or inactions by any person you designate as having responsibility for issuing Requests or Instructions or for delegating authorities and access to Services to other persons on your behalf, whether or not that person is identified as a Security Administrator; or
 - (iv) The provision, repair and maintenance of any equipment, hardware and software you use to access the Services.
 - (d) Notice of Security Breach. You must immediately notify us if you believe that the security of any Identification Codes or other means of access to any Service has been compromised or any fraudulent activity has occurred with respect to any of the Services. You must take appropriate

action to address any weakness in your internal controls that contributed to the breach and cooperate with and assist us to minimize the effects of any such breach.

11. Cutoff Times; Timeliness of Action. We establish cutoff times for various purposes. Information, Instructions, data or Requests received in accordance with Section 7 but after an applicable cutoff time will not be considered received by us until the following Business Day. We have a reasonable time to act on any Instruction, or Request of any kind.
12. No Extension of Credit. Neither the Agreement nor the provision of any Service, nor the terms of any Service Request Form or Supplemental Documentation will be construed to obligate us to create an overdraft, pay any amount in excess of your collected and available funds to or on your behalf unless we expressly set forth such an obligation in a written agreement between us.
13. Compliance with Law. You must comply with all Applicable Laws in connection with the Services, including without limitation, OFAC-enforced prohibitions which prohibit or limit dealings with certain foreign states or individuals against whom the U.S. government has imposed sanctions and the rules that apply to any payment system or network you use to transfer funds. You agree to indemnify and hold us harmless for any and all fines and assessments imposed on us as a result of any alleged violations of Applicable Law by you, your agents or employees.
14. Your Records and Your Review of Account Information. You will retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following the transaction. You must regularly and promptly review and verify all information provided to you concerning the Services, including without limitation account statements, electronic reports, other reports, check payment records, adjustments, charges, Account Analysis and/or other billing statements, and other transactions and, within a reasonable time (which in no event will be greater than thirty (30) days from the date information is delivered to you or made available for your review), you must notify us of any error or discrepancy between your records and any notice or statement we make available to you, or any transaction or transfer which you believe was not authorized. Your failure to notify us of an error or unauthorized transaction within that time period shall relieve us of any liability.
15. Our Appointment as Your Agent. By requesting or using one or more of the Services, you authorize us to take any and all actions necessary to provide the Services, including making transfers to and from Accounts. You authorize us, and appoint us and our officers, employees and other representatives as your agent, to instruct third parties, accept instructions from third parties and to effect all transactions necessary to provide the Services according to your Instructions.
16. Your Representations and Warranties. By obtaining any Service from us, you represent that any legal entity under which you operate has been duly organized in accordance with the laws of the jurisdiction of its organization, and that each person you submit to us as an Authorized Signer, Security Administrator or Service Representative from time to time is properly authorized to act on your behalf. We may rely on signatures or other oral or written Instructions from an Authorized Signer as conclusive authority to enter into the Agreement and obtain each Service. You also represent and warrant to us each time you use a Service, that: (i) you are validly existing and in good standing under the laws of the jurisdiction of your organization; (ii) your assent to the Agreement is authorized and that your obligations hereunder are your legal, valid and binding obligations; (iii) each Authorized Signer, Security Administrator or Service Representative providing any Instruction has the requisite power and authority to act on your behalf and that you have taken all necessary action to perform your obligations under the Agreement and with respect to any Service you use; (iv) any consent or authorization of any governmental authority or third party required to be obtained by you in connection with the Agreement or any Service has been obtained and is in effect; (v) the Services are not intended to and will not be used by you or any of your representatives for personal, family or household purposes, unless otherwise agreed in writing with us; (vi) you are not acting on behalf of or transmitting funds to or from any person, entity or government authority that is subject to sanctions enforced by OFAC; and (vii) you are authorized to receive access to and, if the Service involves the transfer of funds to or from any account, to transfer funds to or from the account (as applicable) and to

otherwise transact business with reference to such account, whether or not the account is in your name or is associated with your taxpayer identification number.

17. **Indemnification and Right of Setoff.** You shall indemnify, reimburse or otherwise hold us harmless, as well as our Affiliates and our employees and agents, for any and all costs, losses, claims, taxes, expenses, liabilities and damages incurred or sustained by us in good faith and without our negligence in the performance of any Service. Any claim for indemnification will be promptly submitted by us to you in writing along with a summary of the facts constituting the basis of such claim. Upon notice to you specifying in reasonable detail the basis for such indemnification claim, we may set off any amount to which we are entitled under this **Section 17** or otherwise relating to any of the Services or under the Master Agreement or any Service Terms and Conditions, against any amounts or obligations owed to you by us, whether under the Master Agreement, Service Terms and Conditions or otherwise. Our exercise of this right will not constitute a breach, default or event of default under the Agreement or under any other agreement between you and us. Neither the exercise of nor the failure to exercise any of this right will constitute an election of remedies or limit us or any of our Affiliates, employees and/or agents in any manner in the enforcement of any other remedies that may be available to us.

18. **Disclaimer of Warranties; Limitations on Liability.** **WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SERVICES, INCLUDING ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF ANY SERVICES FOR YOU, OR AS TO ANY EQUIPMENT OR SOFTWARE PROVIDED BY US OR THE COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH YOUR COMPUTER SYSTEMS, SOFTWARE OR EQUIPMENT.** You acknowledge that the Services are provided by us without representation or any of the warranties discussed above and that we are not responsible for determining the accuracy, timeliness or completeness of information provided to us by you or any third party. **IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR THIRD-PARTY CLAIMS OR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO, CONNECTED WITH OR PERTAINING TO EITHER THE AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES HEREUNDER.** These limitations will apply whether or not the likelihood of such losses or damages was known or should have been known by us, regardless of the legal or equitable theory of liability advanced by you. Your exclusive remedy for any cause of action against us or against our Affiliates, agents or employees whatsoever and regardless of the form of action (whether in contract or in tort, including negligence) will be limited to your actual, proven damages that are the immediate and direct result of an action or failure to act by us constituting negligence, willful misconduct or fraud. Even if, notwithstanding this Section, we are deemed liable to you with respect to any Service or the provision of any Service, our liability to you shall not exceed the Service Fees you incurred for the Service during the preceding twelve (12) month period (except to the extent required by UCC 4A). If UCC 4A governs, we shall be liable only for damages required to be paid under UCC 4A or Regulation J of the Federal Reserve Board and our liability for loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank operating in the district where our headquarters is located for the period of time involved. We shall have no liability of any kind in the event that you fail to report any discrepancy between the information we report to you and your records within thirty (30) days from the date such information becomes available to you. Additional limitations of liability may appear in Service Terms and Conditions for specific Services.

19. **Status of Parties.** Our relationship with you is that of an independent contractor. Neither party will be considered to be an employee or agent of the other. Nothing contained in the Agreement will be construed to create any partnership or joint venture between you and us.

20. **Advertising.** Neither party may engage in any advertising or publicity concerning any Service using the name of the other party without the prior written approval of such other party.

21. Our Records. We have no obligation to retain any records, including records relating to Instructions you delivered to us, for longer than the period required of us by Applicable Law. In the event you fail to report any alleged error to us during the period of time we are required to retain such records, any good faith attempt by us to reconstruct the contents of the Instructions will be conclusively presumed correct.
22. Release; Force Majeure. Unless otherwise required by expressly Applicable Law, we will not be liable for (and you release us from liability for) any loss arising directly or indirectly, in whole or in part, from any of the following causes: (i) any act, failure to act or delay in acting on the part of any person not within our reasonable control, including you or your employees or agents (apparent or otherwise) or anyone else acting on your behalf, (ii) your negligence or misconduct or that of any of your Authorized Signers, Security Administrators or Service Representatives, (iii) any inaccuracy or ambiguity (in our opinion) in any information given to us (including, without limitation, any incorrect, incomplete or untimely information) by you, (iv) any error, failure or delay in the provision of any Service, execution of any Instruction, performance of any Service or other instruction that is caused by an act of God, an act of governmental or military authority, legal constraint, fire, flood, earthquake, windstorm, other natural calamity, war, riot, civil unrest, act of terrorism, labor disturbance, strike, lockout, our inability to obtain labor, materials or transportation in a timely manner, electrical, communication, telecommunication, word processing or computer failure or interruption of service (whether hardware, software or both) and which failure or delay in performance is not within our direct and reasonable control, or (v) any other cause or circumstance beyond our reasonable control, whether similar or dissimilar to any of the foregoing.
23. Miscellaneous Provisions.
- (a) Binding Effect. The Agreement binds and benefits the parties and their permitted successors and assigns. We will not be bound by any agreement or representation made by any of our employees or representatives that is in conflict with the Agreement, unless that agreement or representation is contained in a validly executed agreement or amendment. We will not be deemed to waive any right or power under the Agreement as a result of any delay in exercising such right, nor will any single or partial waiver or exercise of any right or power limit our ability to subsequently fully exercise the right or power or to exercise any other right or power under the Agreement. The rights and remedies set forth in the Agreement are cumulative and not exclusive of any other rights or remedies available to us.
- (b) Entire Agreement. The Agreement represents the complete statement of the agreement between you and us for the Services. In the event of any conflict between this Master Agreement and any Service Terms and Conditions or any Supplemental Documentation, this Master Agreement will control unless specifically provided in the other documentation, specifically referencing this Master Agreement. In the event of any inconsistency between the terms of the Agreement and any signed Service Request Form accepted by us, the Service Request Form shall control.
- (c) Assignment. You may not assign your right to receive the Services without our prior written consent. We may delegate our obligation to perform Services to an appropriate third party as determined by us in our sole discretion. We may provide certain Services through third-party service providers.
- (d) Governing Law. The Agreement and the rights and obligations of the parties will be governed by, and construed, interpreted and enforced in all respects in accordance with the laws of the state where the principal office of Bank is located without regard to conflict of laws principles.
- (e) Venue; Jurisdiction; Service of Process; Jury Trial Waiver. Any legal action or proceeding arising out of or relating to the Agreement must be instituted in the courts of the state or the district court of the United States of America for the jurisdiction in which the principal office of Bank is located, and you irrevocably submit to the jurisdiction of such court in any such action or proceeding. By utilizing any of the Services, you irrevocably consent to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage

prepaid, to you at the address you provide for notices in accordance with Section 7(a). **YOU AND WE EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT OR ANY SERVICE OR TRANSACTION HEREUNDER.**

- (f) Severability. Any provision of this Master Agreement, any Service Terms and Conditions, or any Supplemental Documentation which is unenforceable will only be ineffective to the extent of such unenforceable provision, without invalidating the remaining provisions of the document.

24. Definitions.

- (a) “Account” means any deposit account that you have established and maintained with us or with any of our depository institution Affiliates primarily or exclusively for business-related purposes.
- (b) “Account Analysis” means the process by which we determine an earnings credit available to offset Service Fees based on the balances in your Accounts.
- (c) “Account Disclosures” means any terms and conditions, agreements, pricing schedules or disclosures that we provide to you relating to any Account.
- (d) “Affiliate” means a business entity controlled by or under common control with another business entity.
- (e) “Agreement” means this UMB Treasury Management Services Master Agreement, all applicable Service Request Forms, all applicable Service Terms and Conditions and all applicable Supplemental Documentation.
- (f) “Applicable Law” means all applicable federal, state or local laws, executive orders, ordinances, rules or regulations, together with all applicable rules or regulations of any clearinghouse or other organization in effect from time to time. For example, if an electronic fund transfer is processed using an automated clearing house network, Applicable Law includes the rules published by the association that governs the network, such as the National Automated Clearing House Association.
- (g) “Authorized Signer” means a representative designated (by name or title) by your Organization Resolution and Agreement or other resolution or other authority document you provide to us which causes us to reasonably conclude that such representative is authorized to act on your behalf to authorize your entry into the Master Agreement, any Service Terms and Conditions and any Service Request Form in connection with obtaining or using any Services.
- (h) “Bank” means any depository institution controlled by UMB Financial Corporation that provides a Service for you.
- (i) “Business Day” means any day that we are open to the public for carrying on substantially all our business functions, but does not include any day that we are open but that is not a business day for the applicable Federal Reserve Bank or other third-party processors we utilize.
- (j) “Commercially Reasonable” means that given the facts of a specific transaction, a person or entity acted in a way that other similar persons or entities would have acted regarding applicable systems, technologies, practices and procedures. Whether a particular system, technology, practice or procedure is Commercially Reasonable may change over time.
- (k) “Confidential Information” means information you obtain from us related to your Account or to a Service, including without limitation, security information, Identification Codes, security devices, our business processes and the Agreement.

- (l) “Electronic Communications” means unencrypted or encrypted e-mail and facsimile transmissions.
- (m) “Identification Codes” means any ID, PIN, password, codes and any other means of access to any Service that we or your Security Administrator assigns to you or to your Authorized Signer, Security Administrator or Service Representative or that any such person self selects for purposes of gaining confidential or restricted access to or use of any Service.
- (n) “Instruction” means any instruction you issue to us, either electronically, verbally or in writing, directing us to perform certain Services or to perform a Service in a particular manner.
- (o) “OFAC” means the U. S. Department of Treasury’s Office of Foreign Assets Control or any other U.S. agency that assumes the functions of that office.
- (p) “Payment Account” means the Account designated by you on an applicable Service Request Form or otherwise for payment of Service Fees for a particular Service.
- (q) “Request” means a request for a Service or modification of any existing Service.
- (r) “Security Administrator” means an individual person that you appoint on a Service Request Form or other document you furnish to us who has the authority to designate functional responsibilities and specific authority levels to your Service Representatives in connection with your receipt of a Service, to assign and revoke Identification Codes, and take other action necessary to administer the security aspects of a Service on your behalf.
- (s) “Security Procedure” means a procedure set forth in the Service Request Form or in the Supplemental Documentation for a Service that is used to verify that an Instruction has been sent by one of your Service Representatives and has been authorized by you.
- (t) “Service” means each treasury management service offered by us, including without limitation the following services: ACH, Wire Transfer, Account Reconciliation and other information services, lockbox services and cash services.
- (u) “Service Fees” means the charges, fees and assessments we establish from time to time applicable to each Service.
- (v) “Service Representative” means a person that has been appointed by your agent or representative in a Service Request Form or other documentation that you provide us to provide Instructions and otherwise act on your behalf with respect to a particular Service.
- (w) “Service Request Form” means a form that is executed by your Authorized Signer in order to Request certain Services.
- (x) “Service Terms and Conditions” means a written agreement we provide that refers to and states that it is subject to this Master Agreement, is provided to you in connection with your request for a Service, and sets forth the description of a Service and the terms and conditions specifically applicable to the Service.
- (y) “Supplemental Documentation” means supplemental information we provide to you with respect to certain Services, including without limitation, Service Request Forms, instructions, procedures and operational guidelines. The term does not include documents, letters, correspondence or other items you supply unless we have separately signed that document and stated that it is part of the Agreement.
- (z) “UCC 4A” means Article 4A of the Uniform Commercial Code, as adopted by the State where our principal office is located.

**ORGANIZATION RESOLUTION AND AGREEMENT
Deposit Accounts and Related Services; Borrowing**

Name of Organization CITY OF PRAIRIE VILLAGE
 (the "Organization"), a MUNICIPALITY (type of entity) organized under the laws of KANSAS (state)
 Tax ID Number of Organization: 48-6077081

The undersigned certifies to UMB BANK n.a. (the "Bank") as follows:

1. **Recordkeeper.** I am the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper"). I am authorized to provide this document to the Bank.
2. **Resolution and Agreement.** At a meeting of the governing body of the Organization duly held on _____ (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded.
3. **Authorized Signers.** Any Authorized Signer listed below is authorized to exercise the powers granted as indicated.

| NAME | TITLE OR POSITION | SPECIMEN SIGNATURE | POWERS GRANTED (A, B AND/OR C) |
|----------------------|--------------------|--------------------|--------------------------------|
| RONALD SHAFFER | MAYOR | | A, B |
| JOYCE HAGEN MUNDY | CITY CLERK | | A, B |
| QUINN BENNION | CITY ADMINISTRATOR | | A, B |
| FIELDING NORTON, JR. | CITY TREASURER | | A, B |
| | | | |

4. **Powers Granted.** (Grant each Authorized Signer one or more of the following powers in the area above.)
 - A. Opening and Maintaining Deposit Accounts.** As referenced above, to open and maintain Deposit Accounts with the Bank allows that the Authorized Signer may open and maintain with Bank one or more checking, savings, and/or time deposit accounts (collectively, the "Accounts") as determined from time to time by that Authorized Signer. The Accounts are governed by the terms of the Bank's deposit account agreement and the documents referred to therein as "Supplemental Disclosures," as amended by the Bank from time to time. Each Authorized Signer with this power (or if no name is given, the person holding such title as specified from time to time in an incumbency certificate provided by the Recordkeeper to the Bank) acting alone, has the authority, on behalf of the Organization and in its name, to: (1) sign and deliver any application, signature card, or other document required by the Bank to open or maintain any Account, and to close or re-title such Accounts; (2) sign or endorse for deposit or collection checks, drafts, acceptances, time deposit receipts, and any other orders for the payment of money, and the Bank is hereby authorized and directed to honor the same, whether such items are payable to the order of the person signing or countersigning the same, and whether or not the same are deposited to the individual credit of the person signing or countersigning the same or to the individual credit of any officer, employee or other Authorized Signer; (3) issue stop payment orders with respect to any item drawn on an Account of the Organization; (4) obtain from the Bank such services as may be available from time to time that provide electronic, telephone, computer or other form of information access to such Accounts; and (5) obtain from Bank one or more debit cards for the purpose of making electronic fund transfers to or from Accounts that permit such access. Endorsements of items made payable to the Organization may also be made by typing, writing or stamping the name of the Organization without adding the name of any particular person below that signature.
 The Bank is hereby requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn in the Organization's name, when bearing or purporting to bear the facsimile signature of any such Authorized Signer, and the Bank is entitled to honor all such checks, drafts or other orders, regardless of by whom or by what means the facsimile signature thereon may have been affixed, if such facsimile signature resembles the facsimile specimens duly certified to or filed with Bank by an Authorized Signer.
 - B. Auxiliary Account Services.** As referenced above, Authorized Signers given the power to engage in Auxiliary Account Services have the authority, on behalf of the Organization and in its name, to enter into, sign, modify, amend or terminate agreements with the Bank (which may include master agreements) for "Auxiliary Account Services" (as defined below) in connection with the Accounts of the Organization, and to take whatever actions or enter into whatever other agreements and provide whatever instructions or documents relating to the Auxiliary Account Services as Bank may require, upon such terms and conditions as such Authorized Signer deems appropriate, and to approve the security procedures and other terms and conditions that become part of such agreement. Each such Authorized Signer may approve, execute, deliver, amend or cancel one or more service request forms (a "Request") designating one or more Auxiliary Account Services requested by the Organization, one or more security administrators for the Organization with respect to an Auxiliary Account Service, each of such security administrators being authorized, on behalf of the Organization, to grant, modify and delete identification codes, authorization or access levels for any service representative who can access Accounts of the Organization and the functions that any such service representative may perform using such service, to remove such security administrators as such Authorized Signer deems appropriate; and to name one or more service representatives who are authorized to (1) initiate, confirm, amend, and cancel payment orders or fund transfers (including automated clearing house transfers), as set forth more fully in the Request, whether or not the Authorized Signer named with this power; and (2) issue or amend instructions related to any Auxiliary Account Service.
 As used in this Resolution and Agreement, the term "Auxiliary Account Services" includes, but is not limited to: (1) the investment of funds from Accounts of the Organization into such investments as such Authorized Signer deems appropriate, whether such investments are offered by Bank or its affiliates, and whether or not the investments are FDIC-insured; (2) wire transfer services; (3) automated clearing house (ACH) services; (4) remote deposit services; (5) obtaining one or more access devices issued by Bank as a means of accessing the Organization's Accounts, including, but not limited to, any card, PIN, code, program or product that will allow such access for the purpose of obtaining information or to initiate electronic fund transfers to or from accounts of the Organization, and to request Bank to issue such access devices to other representatives of the Organization whether or not such other representative is named in section 3 above; (6) the purchase or sale of foreign currencies on behalf of the Organization; and (7) other Treasury Management, cash or vault services as Bank may offer and such Authorized Signer may request from time to time.

C. Borrowing Authority. As referenced above, any 0 (required number) of the Authorized Signers given the power to borrow has the authority to borrow sums of money from the Bank from time to time on behalf of and in the name of the Organization in such amounts, for such periods of time, and upon such terms as such Authorized Signer may deem advisable; to execute on behalf of the Organization any guaranty of the obligations of other persons or entities to the Bank; and to execute for and on behalf of the Organization notes, bonds, debentures, other evidences of indebtedness, loan agreements, line of credit agreements, authority to loan or similar agreements, or guaranties in such form as such Authorized Signer may determine; and to pledge, hypothecate, mortgage or otherwise in any manner whatsoever encumber or create a lien upon any property of the Organization and to deliver such documents and property to the Bank, whether real or personal, tangible or intangible, including but not limited to shares of stock, bonds, debentures, notes, accounts receivable, or other property, upon such terms and conditions as the Authorized Signer(s) may deem advisable, to secure payment of sums of money borrowed by the Organization from the Bank or to secure any such guaranty of the obligations of any third party executed on behalf of the Organization, and to amend or modify the same.

Notwithstanding the foregoing, any one (1) of the Authorized Signers, acting alone, may (1) effectuate any borrowing pursuant to such note, loan agreement, line of credit agreement, authority to loan agreement, security agreement or any other document executed in accordance with the foregoing authorization; and (2) delegate to any other representative of the Organization the power to obtain advances on behalf of the Organization from time to time under any loan agreement, line of credit agreement, authority to loan or other agreement previously approved in accordance with the foregoing authorization, even if the person to whom such authority to obtain advances is delegated is not named in this Resolution and Agreement.

5. **Changes to Authorized Signer(s).** The Organization agrees that the Recordkeeper signing this Resolution and Agreement, or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Authorized Signer(s) are made, and such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new signature card, incumbency certificate or other document reflecting such changes in order to make such changes effective.
6. **Bank's Right to Rely on This Resolution and Agreement.** The undersigned Recordkeeper certifies that the foregoing Resolution and Agreement is in conformity with the governing documents of the Organization, and that Bank is authorized to rely on and to continue to honor the instructions of any Authorized Signer(s) identified herein or as subsequently certified as set forth above until Bank is notified in writing by the Recordkeeper or designee of the amendment or revocation of such authority and Bank has had a reasonable period of time to act thereon. The Organization agrees and acknowledges that neither the federal Electronic Fund Transfer Act (15 U.S.C. Section 1693 and following) nor Regulation E (12 C.F.R. Part 205) are applicable to any debit card or other access device issued by Bank to Organization pursuant to this Resolution. The Organization hereby agrees to indemnify and hold the Bank harmless against any and all loss, cost, damage, or expenses suffered or incurred by Bank arising out of or in any way related to Bank's reliance in good faith on the terms of this Resolution and Agreement.
7. **Incumbency Certificate.** The undersigned Recordkeeper certifies that each person listed above as an Authorized Signer currently holds the office indicated adjacent to his or her name, and that the specimen signature adjacent thereto is the valid signature of such individual.

Guidelines for Completion of the following signature box for Customers that are U.S. legal entities:

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

| SIGNATURE REQUIRED RECORDKEEPER | SIGNATURE REQUIRED ADDITIONAL OFFICER |
|---|---|
| Name (Type or print) <u>JOYCE HAGEN MUNDY</u> | Name (Type or print): <u>RONALD SHAFFER</u> |
| Signature: _____ | Signature _____ |
| Title: <u>CITY CLERK</u> | Title: <u>MAYOR</u> |
| Affix Seal, if required by Organization's governing documents. In witness whereof, the aforementioned Recordkeeper has subscribed his or her name and, if appropriate and required, applied the seal of the Organization to this Resolution and Agreement as of this day of _____, 20____ | |

Additional Signatures of Members, Partners or Other Required Persons

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

| | |
|--|--|
| | |
| | |
| | |

WIRE TRANSFER TERMS AND CONDITIONS

Each commercial customer (“you”) of UMB Bank, n.a. or of any of its affiliated depository institutions (“we,” “us” “our” or “Bank”) that uses our Wire Transfer Service (the “Wire Transfer Service” or the “Service”) to transfer funds consents to the terms and conditions set forth in this document (the “Wire Transfer Terms and Conditions”). The Wire Transfer Terms and Conditions govern domestic and International Wire Transfers, domestic Drawdown Requests and Incoming Drawdowns, but do not apply to funds transfers accomplished through the ACH Network.

1. **The Agreement.** In addition to these Wire Transfer Terms and Conditions, our Wire Transfer Service is subject to and governed by:
 - (a) the UMB Treasury Management Services Master Agreement (the “Master Agreement”). Capitalized terms used in these Wire Transfer Terms and Conditions that are not otherwise defined above or in Section 14 shall have the meaning set forth in the Master Agreement;
 - (b) your signed Wire Transfer Service Request Form (“Service Request Form”). We have three different Service Request Forms: one for domestic Wire Transfers in which the Bank, using information that you have provided on the Service Request Form, enters information about your Service Representatives and their respective transfer limits in our wire transfer system; one for domestic Wire Transfers in which you appoint Security Administrators to manage the entry and updating of that information on the Bank’s wire transfer system (the “Self Administration Module”); and another for International Wire Transfers. All Service Request Forms must be signed by one of your Authorized Signers; and
 - (c) our Domestic/International Wire Transfer Operating Procedures, and any other Supplemental Documentation that we provide to you.

Together, the documents listed or described in Section 1(a) through (c) above are called the “Agreement.”

2. **Transfer Instructions.** In accordance with the terms of the documents described in Section 1, your Service Representatives may issue Transfer Instructions to us from time to time requesting Wire Transfers. We offer a variety of methods for you to communicate Transfer Instructions to us. You select the methods of communicating your Transfer Instructions to us on the Service Request Form. You may change your method of communicating Transfer Instructions to us from among the options we offer by completing a new Service Request Form. For customers using Self-Administration, Transfer Instruction must be initiated by utilizing UMB Web Exchange®, our web-based wires module; telephone wire service is available only if our Web Exchange Service is unavailable. The Service Request Form is subject to our acceptance. Transfer Instructions may be made according to a specific (non-recurring) request or according to standing instructions. All Wire Transfers you initiate shall be in compliance with Applicable Laws, including without limitation your obligation not to act on behalf of or transmit funds to or from any person, organization or country that has been identified by OFAC as subject to the blocking of financial transactions in accordance with applicable regulations and executive orders.
3. **Security Procedures.** Security Procedures for the Wire Transfer Service are described in our Domestic/International Wire Transfer Operating Procedures. Transfer Instructions shall be subject to the Security Procedures you specify on the Service Request Form. You represent and warrant to us each time you issue a Transfer Instruction to us that the applicable Security Procedures are a satisfactory and commercially reasonable method of verifying the authenticity of your Transfer Instructions. The purpose of any Security Procedure is to verify the authenticity of your Transfer Instructions delivered to us and not to detect errors in the transmission or content of the Transfer Instructions. You are responsible for taking adequate precautions to detect and prevent errors in transmission or content with respect to your Transfer Instructions.

4. **Execution of Transfer Instructions.** We will use our best efforts to execute Transfer Instructions if: (a) we receive the Transfer Instruction and are able to authenticate it using the applicable Security Procedures before the cutoff time we establish from time to time; (b) the day we receive the Transfer Instructions or the effective date specified is a Business Day for us and the transmission facility we select; and (c) you have sufficient collected funds in your Account(s) as discussed in Section 6. If you provide Transfer Instructions for domestic Wire Transfers through UMB Web Exchange, our internet-based domestic Wire Transfer Service, you may view an intra-day report online to determine if a Transfer Instruction has been executed. We mail you a notice of executed Transfer Instructions unless you request that written U.S. mail advices be suppressed on the Service Request Form. We provide notice of the execution of International Wire Transfer Instructions by telephone and notice delivered by U.S. mail as set forth in the International Service Request Form. If you initiate a Drawdown Request which instructs another financial institution to debit an account at that institution for credit to your Account with us, you represent and warrant to us that you have obtained the valid, binding consent of any third party having an ownership interest in the account to be debited and you are authorized to initiate each such Drawdown Request. We retain the right to require you to provide us with written consent of any such third party before initiating any Drawdown Request. International Transfer Instructions will be deemed received by us when we receive the complete instruction set as specified in the Supplemental Documentation.
5. **Self Administration.** If you complete the Domestic Wire Transfer Service Request Form for Customers using the Self Administration Module, our Wire Transfer system allows you to name Security Administrators for the Service. At least two (2) Security Administrators are required. Each Security Administrator has the authority, by entering his or her authentication codes and entering our wire transfer system, and subject to confirmation by a second Security Administrator, to administer the access of Service Representatives to originate and confirm domestic Wire Transfers for all Authorized Accounts listed in your Service Request Form, including those accounts that are subsequently added to this module with a new Service Request Form. Additional accounts may be added by executing new Service Request Forms. This includes the authority (subject to confirmation by a second Security Administrator) to create, amend, delete Service Representatives, to set, revoke or amend authority limits of Service Representatives for domestic Wire Transfers, to establish wire transfer Templates (for repetitive transfers), to reset passwords, to reactivate a suspended Service Representative, and to otherwise administer functions within the Service. You must immediately notify us using one of the telephone numbers set forth in our Domestic/International Wire Transfer Operating Procedures guide, if one of your Security Administrators no longer has the authority to act for you in that capacity. The terms of the Master Agreement and the Service Request Form govern the authority of your Security Administrators and your responsibility for all transactions or other use of the Service by any person to whom your Security Administrators provide access. Those provisions are specifically incorporated into these Terms and Conditions by reference.
6. **Collected Funds and Payment.**
 - (a) **Collected Funds.** If you do not have sufficient collected and available funds in the Designated Account to cover a Transfer Instruction, we have no obligation to execute the Transfer Instruction. We may, in our sole discretion, choose to execute such a Transfer Instruction. If we do so, you agree to immediately repay us the amount of any overdraft created plus any overdraft charges or other applicable fees and expenses as more fully set forth in the Master Agreement. In our discretion, we may at any time, without notice, require you to have collected funds in the Designated Account prior to processing your Transfer Instructions, even if we have previously permitted Wire Transfers when you did not have sufficient collected funds. We may debit your Account for Wire Transfers and other items in any order we determine in our sole discretion.
 - (b) **Our Right to Assure Payment.** Notwithstanding any other provisions of these Wire Transfer Terms and Conditions or the Supplemental Documentation, without prior notice to you, we are authorized to place a hold on funds in any of your Accounts or in an account at any of our affiliates owned in whole or in part by you, or take any other action we deem appropriate to ensure that we receive payment for Wire Transfers. We may charge any Account or any account at any of our affiliates owned in whole or in part by you for any Wire Transfer. We may also set off against any amount we owe to you or any amount any of our affiliates owes you in order to obtain payment of your obligations as set forth in these Wire Transfer Terms and Conditions. We may

not take actions specified in this subsection if taking such action would otherwise be in conflict with Applicable Law.

7. **Rejection of Transfer Instructions.** We may reject any Transfer Instruction: (a) that does not comply with our requirements, the requirements of any applicable Wire Transfer system or the documents set forth in Section 1; (b) that we have been unable to verify by the applicable cut-off time through use of the applicable Security Procedures; (c) that contains inconsistent, ambiguous or missing information; (d) with respect to International Wire Transfers, if we reasonably believe that the proposed Wire Transfer may be returned for any reason under the applicable payment system rules of the country receiving your transaction; or (e) for any other reason authorized or required by Applicable Law. We have no obligation to provide notice to you of our rejection of any proposed Wire Transfer. We have no liability to you for any loss to you resulting from our rejection of a Transfer Instruction in accordance with this Section.
8. **Cancellation or Modification of Transfer Instructions.** We have no obligation to cancel or modify any Transfer Instruction after we have received it. However, we will make a reasonable effort to act on a request for cancellation or modification of a Transfer Instruction, provided that (a) we are able to verify the request through the applicable Security Procedures; (b) we receive the request before we execute the Transfer Instruction; and (c) we have a reasonable time to respond to the request; provided, however, we will have no liability if the requested cancellation or modification is not accomplished. You must reimburse us for any costs we incur in attempting to reverse or amend a Transfer Instruction. In addition, if we provide indemnification to another financial institution or other party in order to induce compliance with a cancellation request, you agree to indemnify and hold us harmless for any losses, costs or expenses of any kind that we incur with respect to such indemnification.
9. **Accuracy of Entries and Reliance on Identifying Number.** If a Transfer Instruction or an Incoming Drawdown contains a name and account number that do not match, we and any other financial institution may rely upon the account number as the proper designation. We and any other financial institution involved in executing a Transfer Instruction or Incoming Drawdown may rely on the bank identifying number provided, even if the number is incorrect. You must compensate us for any loss and expense incurred by us as a result of our reliance on such numbers. We have no obligation to independently determine whether the name, account number, or bank number or other identifying number on any person or entity refers to the appropriate person or entity.
10. **International Wire Transfers.** If your Transfer Instruction results in the transfer of funds from the United States to an account in another country, the following provisions govern, as applicable.
 - (a) Exchange Rate. Transfer Instructions that result in or require the exchange of one country's currency for another country's currency create a binding obligation separate and apart from your obligations with respect to the Wire Transfer. The rate of exchange will be established by us from time to time. Transfer Instructions you submit in U.S. dollars payable to a beneficiary in a country with a freely convertible currency will be converted to the local currency unless you designate the beneficiary's account number as a U.S. dollar account. If you incorrectly designate the beneficiary's account as a U.S. dollar account, the Wire Transfer is subject to being returned, delayed, converted without any consultation, or otherwise not completed, and we will have no liability for such event. If the Wire Transfer is returned for any reason, you agree to accept the refund in U.S. Dollars in the amount of the foreign money credit, based on the rate of exchange we establish from time to time. A foreign financial institution that returns a Wire Transfer may impose a fee for the return, which will be deducted from the credit.
 - (b) Origination of International Wire Transfer Instructions. You may communicate Transfer Instructions for International Wire Transfers in the manner set forth on the Service Request Form. The preferred method for communicating Transfer Instructions for International Wire Transfers is through UMBfxsm but we also offer International Phone Wire Service. You may not send Transfer Instructions to us for International Wire Transfers through any other method without our specific approval.

- (i) UMBfxsm. The Supplemental Documentation relating to UMBfxsm sets forth guidance for the use of UMBfxsm. Your review of the Supplemental Documentation is essential to understanding your rights and responsibilities with respect to UMBfxsm. You must designate a minimum of two (2) Security Administrators who will have responsibility for receiving Identification Codes from us, for ensuring the security of the Identification Codes, and for distributing them to each of your Service Representatives who are authorized to originate International Wire Transfers on your behalf. You are solely responsible for the security of all Identification Codes and access to UMBfxsm by any person. Any Transfer Instruction received through UMBfxsm using your Identification Codes in accordance with the applicable Security Procedures will be deemed to have been authorized by you and we are authorized to act on all such Transfer Instructions, unless you have previously advised us in writing that the Identification Codes in question have been lost, misplaced or are otherwise insecure and we have had reasonable opportunity to act on that notice.
 - (ii) International Phone Wire Service. We also permit you to communicate Transfer Instructions for International Wire Transfers through our International Phone Wire Service. You must use the telephone number associated with the International Phone Wire Service rather than the number for our Domestic Phone Wire Service. International Wire Transfers over the telephone are subject to the applicable Security Procedures set forth in the Supplemental Documentation.
- 11. **Funds Transfer System.** We may use any Wire Transfer system which we deem reasonable under the circumstances. You agree to be bound by the rules of the Wire Transfer payment system utilized.
- 12. **Incoming Wire Transfers.** We will provisionally credit the amount of any incoming Wire Transfer to the Account designated in the incoming Wire Transfer. Provisional credit does not constitute acceptance by us of the incoming Wire Transfer and the Wire Transfer will remain provisional until we receive final payment. We have no obligation to accept any incoming Wire Transfer to a closed account or if the account number associated with the incoming Wire Transfer does not match any of your Account numbers. The Service Request Forms specify the options you have regarding receiving notice of incoming Wire Transfers.
- 13. **Special Limitations of Liability.** Limitations of liability for Wire Transfers governed by Article 4A of the Uniform Commercial Code shall be limited only to damages required to be paid under UCC 4A or Regulation J of the Federal Reserve Board, and our liability for loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank operating in the district where our headquarters is located for the period of time involved. We shall have no liability of any kind in the event that you fail to report any discrepancy between the information we report to you and your records within thirty (30) days from the date such information becomes available to you. Additional limitations of liability appear in the Master Agreement.
- 14. **Definitions.**
 - (a) "Account" means the deposit account, general ledger account or other type of account with us from or to which you request us to transfer funds pursuant to a Transfer Instruction, or any other account that you maintain with us.
 - (b) "ACH Network" means the payment network that is subject to the rules of the National Automated Clearing House Association.
 - (c) "Designated Account" means an Account that you have designated in the Service Request Form as an Account from which Wire Transfers may be made.
 - (d) "Drawdown Request" means a Transfer Instruction that instructs another financial institution to debit an account at that institution and transfer the funds to your Account with us.

- (e) “Incoming Drawdown” means a Transfer Instruction that we receive from another financial institution to transfer funds from your Account with us to the financial institution initiating the Instruction.
- (f) “International Wire Transfer” means a Wire Transfer from your Account to an account at a financial institution in another country.
- (g) “Security Administrator” means any person that has been appointed to administer the authorization and security aspects of your domestic Wire Transfer Service, either on your Domestic Wire Transfer Service Request Form for Customers using the Self Administration Module form or by the authorization from your Security Administrators using the Self Administration module of the Service.
- (h) “Security Procedures” are the security procedures set forth on the Service Request Form and any Supplemental Documentation we provide.
- (i) “Service Representative” means a representative that has been appointed by your Authorized Signer in the Service Request Form or amendments to the Service Request Form, or if you have selected the Self Administration option, any person that has been appointed and confirmed by your authorized Security Administrators to use the Wire Transfer Service, in accordance with the Domestic Wires Self Administration User’s Guide.
- (j) “UMBfxsm” means our internet based International Wire Transfer origination system.
- (k) “Wire Transfer” means a domestic or international electronic transfer of funds (other than a transfer through the ACH Network) pursuant to these Wire Transfer Terms and Conditions (i) from an Account with us to an account at another financial institution or to another one of your Accounts, or (ii) a Drawdown Request you originate through a Transfer Instruction to us.
- (l) “Transfer Instruction” means an instruction to execute a Wire Transfer or a Drawdown Request and may include instructions for a specific (non-recurring) Wire Transfer or recurring Wire Transfers.

Commercial Signature Card

Operator's Name:

Branch Number:

UMB _____ ("BANK")

By opening or maintaining this account with Bank, the account holder named below ("Depositor") acknowledges and agrees as follows: (1) this account and all the other deposit accounts maintained by the Depositor with Bank are governed by the terms of the Bank's Deposit Account Agreement and the documents referred to therein as "Supplemental Disclosures," as revised by Bank from time to time; (2) the Depositor has received a copy of the Deposit Account Agreement and the Supplemental Disclosures; (3) Bank is authorized to honor the instructions of any one (1) of the authorized signers set forth below in the payment of funds or the transaction of any other business involving this account, unless other Special Instructions are set forth below and an authorized officer of Bank has approved the Special Instructions by signing in the space provided.

| | | |
|---|---|---|
| Account Title and Mailing Address: <input type="checkbox"/> Check if NEW Address | <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership / Joint Venture <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Government / Public Funds <input type="checkbox"/> Voluntary Unincorp. Assoc. <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Fiduciary / Trust <input type="checkbox"/> Other _____ | <input type="checkbox"/> Regular Checking <input type="checkbox"/> Performance <input type="checkbox"/> Daily Investment <input type="checkbox"/> Sweep Account <input type="checkbox"/> Savings / Time <input type="checkbox"/> Other _____ Account Number |
|---|---|---|

| | | | | | |
|--|-------------------------------|------------------|--|------------------|----------------------------------|
| Address: (If different than above) | No. & Street | City | State | Zip | Telephone Number (hm) (wk) |
| Account Opened by: | Amount of First Deposit \$ | Date Opened | I.D. or License No. | ChexSystems Code | |
| Last Banking Connection: | Name of Bank | Branch / Address | City | State | |
| Other Current Banking Connections: | | | Affiliated Accounts in this Bank | | |
| Special Instructions: (Requires written approval of authorized Bank Officer) | | | Signature by Management Committee Member | | |

| NAME OF AUTHORIZED SIGNERS (TYPE OR PRINT) | SIGNATURE | FACSIMILE | TITLE (IF ANY) |
|--|-----------|--------------------------|----------------|
| 1) _____ | | <input type="checkbox"/> | |
| 2) _____ | | <input type="checkbox"/> | |
| 3) _____ | | <input type="checkbox"/> | |
| 4) _____ | | <input type="checkbox"/> | |
| 5) _____ | | <input type="checkbox"/> | |
| 6) _____ | | <input type="checkbox"/> | |

| | |
|--------------------------------|---|
| OFFICER'S CERTIFICATION | NOTICE: Our bank complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application. |
|--------------------------------|---|

I hereby certify that: (1) the information set forth on this Commercial Signature Card is true and correct; (2) each person named above as Authorized Signer is currently authorized to act on behalf of Depositor as stated in this Signature Card by virtue of resolutions or other authority documents currently in effect governing the Depositor; and (3) I am authorized to sign and deliver this Signature Card to the Bank on behalf of the Depositor.

| | | |
|--------------|-------------|------------|
| Signed _____ | Title _____ | Date _____ |
|--------------|-------------|------------|

W-9: Under penalties of perjury, I certify (1) that the number shown below is my correct Taxpayer Identification Number (interest paid, if any, will be reported under this number) and (2) that I am exempt from backup withholding, or I am not subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and (3) that I am a U.S. person (including a U.S. resident alien) as defined in the instructions to Form W-9. Cross out item (2) above if you have been notified that you are subject to backup withholding because of under reporting interest or dividends on your tax return.

Taxpayer I.D. _____

EXEMPT PAYEE

Signature of U.S. Person _____ Title _____ Date _____

To be accompanied by certified resolution or standard documentation required by Bank.

UMB WEB EXCHANGE® TERMS AND CONDITIONS

Each commercial customer (“you”) of UMB Bank, n.a. or of any of its affiliated depository institutions (“we,” “us” “our” or “Bank”) that uses our UMB Web Exchange® Service (“Web Exchange” or the “Service”) consents to the terms and conditions set forth in this document (the “Terms and Conditions”).

1. **The Agreement.** In addition to these Terms and Conditions, the Service is subject to and governed by:

- (a) the UMB Treasury Management Services Master Agreement (the “Master Agreement”). Capitalized terms used in these Terms and Conditions that are not otherwise defined above or in Section 6 of this document shall have the meaning set forth in the Master Agreement;
- (b) the UMB Web Exchange Service Request Form (the “Service Request Form”). The Service Request Form must be signed by one of your Authorized Signers if you select the Self Administration option as discussed more fully in Section 3 below or the HSA Employer Contribution Service as discussed more fully in Section 5 below. The Service Request Form specifies the Service Representatives who are authorized to provide Instructions to us with respect to the Service on your behalf, the Account(s) you wish to access using the Service, and other information we need to set up your Service; and
- (c) the terms of any Supplemental Documentation related to the Service that we provide.

Together, the documents listed or described in Section 1(a) through (c) above are called the “Agreement.”

2. **Service Modules.** UMB Web Exchange currently consists of the following Service modules, which are discreet services that you may obtain through the Service.

- (a) **Information Reporting.** The Information Reporting module is a flexible and full-featured consolidated real-time balance and transaction reporting solution. The Information Reporting module supports the viewing and printing of reports, downloading of information for integration into business applications, and the creation of e-mail alerts which allow you to monitor balance and transaction activity.
- (b) **Check Management.** The Check Management module consists of five basic functions, and allows you to inquire on issued checks, place stop payments, cancel stop payments, request an image of an issued check, and decision Positive Pay exception items.
- (c) **ACH.** The ACH module consists of two sections. One allows you to make account to account transfers and the other enables the origination of transactions that collect or distribute funds to and from other parties.
- (d) **Administration.** The Administration module supports the creation and modification of user IDs and role entitlements, as well as the assignment of roles to user IDs.
- (e) **HSA Employer Contributions.** The HSA Employer Contribution Service automates the process of making contributions to employee HSA accounts. Instead of faxing cumbersome paper forms, or mailing your contribution form along with a check, you can use this module within our Web Exchange service to quickly and easily complete online

screens that have already been populated with employee names and identifying information. Our system continually tracks running totals as you choose the employee contribution function and enter employer contribution amounts for each employee. This Service will also enable you to pre-populate our system with amounts from a previously submitted batch, or even import payroll contribution data from an Excel spreadsheet.

All the Service modules are available to you through <https://www.umb.com>. You must have appropriate hardware and software, including encryption technology, to access the Service and must use your own Internet service provider. Technical specifications are provided in the Supplemental Documentation.

We may add additional Service modules upon prior notice to you. The notice will include a description of the additional Service modules and any Supplemental Documentation (including a description of the Service module) that applies. When you request any such additional Service module or when you access any such module using the Identification Codes assigned to you for the Service, you agree that such Modules are incorporated into and governed by these Terms and Conditions and the Supplemental Documentation furnished to you.

- 3. Self Administration.** If you choose the “Self Administration” option on your Service Request Form, Web Exchange requires you to designate one or more Security Administrators for the Service. Each such Security Administrator designated by you has full authority to grant, modify and delete Identification Codes, authorization or access levels for any person who can access your Accounts and the functions that any such person can perform using the Service. Provisions in the Master Agreement governing the authority of the Security Administrator and your responsibility for all transactions or other use of the Service by any person to whom your Security Administrator provides access are specifically incorporated into these Terms and Conditions by reference.
- 4. Relation to ACH and Wire Transfer Services.** These Terms and Conditions govern your use of Web Exchange, but they do not replace the Terms and Conditions that apply to other Treasury Management services you use through the Service. If you use Web Exchange to access our wire transfer service, our ACH service, or other Treasury Management services, the terms and conditions governing those other Treasury Management services and the Service Request forms that apply to those Services supplement these Terms and Conditions and other documents that apply to this Service.
- 5. HSA Contribution Module.** Contributions to Employee HSAs are accomplished by a debit to an Account that you maintain, either with us or at another depository financial institution. You specify Account(s) to be debited for HSA contributions by completing an HSA Employer Contribution Service Request Form. You may designate up to three such Accounts. When you originate an ACH debit request through the HSA Employer Contribution Service, you represent and warrant to us that you are authorized to effect the debit from the Account specified; that all information submitted through the Service related to Employee HSAs to be credited and the amount of such contributions is true and correct, and that upon UMB’s receipt of information through the Service, UMB is authorized to effect the Instructions you have provided through the Service. If the ACH debit from the funding account is returned for any reason, we will reverse any credit we have provided to an Employee HSA. Detailed instructions for using the HSA Contribution Module are included with the UMB HSA Employer Contribution Module User’s Guide.

6. Definitions.

- (a) “Account” means the demand, savings, general ledger or other type of account with us or with another financial institution that you have instructed us to debit or credit in connection with the Service.
- (b) “Authorized Signer” means a representative designated (by name or title) by your Organization Resolution and Agreement or other resolution or authority document you provide to us which causes us to reasonably conclude that such representative has the power to act on your behalf to authorize your entry into the Master Agreement, these Terms and Conditions, the Service Request Form or any amendment thereto and any Supplemental Documentation in connection with your obtaining or using the Service.
- (c) “HSA” or “Health Savings Account” means an account established either with us or at another financial institution pursuant to Section 223 of the Internal Revenue Code, as amended from time to time, for the payment of qualified expenses of an Employee and the Employee’s eligible dependents.
- (d) “Service Representative” means your representative that has been appointed by your Authorized Signer in the Service Request Form or amendments to the Service Request Form or by your Security Administrator using the Service to provide Instructions or Authorizations to us for the UMB Web Exchange Service.

UMB BANK CORPORATION SAFEKEEPING ACCOUNT

This Agreement, dated the ____ day of _____, 20__ entered into by _____, (hereinafter called "Owner"), and UMB BANK, N.A., (hereinafter called "Bank"):

I. CUSTODY OF SECURITIES

Bank hereby agrees to hold and keep safely as custodian hereunder all securities and other property from time to time delivered to or collected by it for the account of Owner. Bank is responsible for assets held by it hereunder only until such time as they have been transmitted to and received by any other person or entity pursuant to the terms of this agreement or instructions (as that term is defined in Section X hereof) from Owner.

Bank may hold stocks and other registrable portfolio securities which have been delivered to it in any of its nominee names. In addition the Bank may hold such securities in street certificate form with or without any indication of fiduciary capacity. Securities may also be deposited in and registered in the nominee of any central depository or clearing corporation.

It is expressly agreed that Bank has no obligation to review the securities and other property at any time held by it for Owner's account, or to advise or recommend to Owner the purchase, retention, sale, exchange or deposit in reorganization or otherwise of any securities or other property at any time.

II. PURCHASE, SALE AND DELIVERY OF SECURITIES

In accordance with instructions, Bank shall pay for out of monies made available to Bank by Owner or held in the Account (as described in Section IV hereof) of the Owner, and receive any securities purchased by or for the account of the Owner. Such payment will be made only upon receipt by the Bank of the securities so purchased in form for transfer satisfactory to the Bank.

In accordance with instructions, Bank will deliver or cause to be delivered securities sold by or for the account of the Owner to the broker or other person specified in the instructions. Such delivery shall be made only upon receipt of payment therefore in such form as is satisfactory to the Bank with the understanding that the Bank may deliver securities or cause them to be delivered and arrange for payment therefore in accordance with the customs then prevailing among dealers in securities.

In accordance with instructions Bank will transfer any securities held hereunder to such broker, dealer, depository, bank, agent or otherwise without payment.

III. COLLECTION OF AMOUNTS DUE

Bank will take such action as may be necessary in connection with endorsement for collection, in the name of the Owner or the Bank or its nominee, of all checks, drafts or other negotiable instruments received by it for the account of Owner.

Bank will use its best efforts to collect income when due on securities held hereunder and to collect cash, securities and other property payable with respect to such securities at maturity and at dates of redemption, mandatory put or call for payment, but assumes no responsibility for its failure to do so and shall be not obligated to institute or participate in any legal proceedings relative thereto.

Bank will use its best efforts to assist the Owner by advising it of all announcements of rights or privileges to subscribe, convert, exchange, put, redeem or tender securities subject to this Agreement.

Whenever rights or privileges exist with respect to the exercise of warrants or to subscribe, convert, exchange, put, redeem or tender securities, it shall be Owner's responsibility to provide Bank with timely instructions with respect thereto. Absent timely receipt of such instructions, Bank shall not be liable for its failure to take any action or its failure to exercise such rights or privileges prior to their expiration.

To assist in the collection of income or principal Bank is authorized to sign any declaration, affidavit, certificate of ownership, or other document which is now or may hereafter be required with respect to all coupons, registered interest, dividends, or other income on securities now or hereafter held or received for the account of Owner, and Owner agrees to reimburse, indemnify and hold Bank harmless of and from any and all liability, loss, claim, damage or expense which may be incurred by Bank by reason of or in connection with the execution of any such documents.

IV. DEPOSIT ACCOUNT

Owner may open and maintain a deposit account (herein the "Account"), with Bank. If such an account is opened and absent contrary instructions, all monies received by the Bank from or on behalf of the Owner shall be deposited in such account and all payments to or on behalf of Owner shall be withdrawn from such account. If Owner does not have such an account Bank will remit all cash balances daily by check sent to the address shown in Section XI or by wire transfer in accordance with Instructions.

V. PLEDGE OF SECURITIES

Upon receipt of instructions from Owner, Bank will release or cause to be released securities held in custody to the pledgees designated in such instructions by way of pledge or hypothecation to secure loans incurred by Owner with various lenders including but not limited to the United Missouri Bank, n.a.

VI. PROXIES AND FINANCIAL STATEMENTS

Bank will endeavor to forward to Owner any proxies, financial statements, or other written information received by it in connection with or relating to Securities or other property so held by it, but Bank shall be under no obligation to forward such proxies, financial statements, or other information and shall have no liability for failure to make any such delivery.

VII. LIMITS OF LIABILITY OF BANK

Bank shall handle the securities and other property in its custody with the same degree of care and protection which it gives to its own property. Bank shall hold harmless and indemnify the Owner from and against any loss or liability arising out of the Bank's willful failure to comply with the terms of this Agreement or arising out of the Bank's negligence, willful misconduct or bad faith. In no event, however, shall the Bank be liable for any consequential damages. To the extent any loss indemnified hereunder by the Bank involves the loss, theft or negligent transfer of any securities, the Bank shall replace such securities in kind if possible. If such replacement is not possible, Bank shall reimburse the Owner for the market value of such securities in an amount equal to the market value of such securities on the date of the discovery of such incident.

The Bank shall not be liable for, or considered to be the custodian of, any money represented by any check, draft, wire transfer, clearing house funds, uncollected funds, or instruments for the payment of money received by it, until the Bank actually receives such money. If any such funds have been credited or paid to or for the benefit of Owner, Bank shall have a claim against Owner for the amount thereof and shall have a right of setoff in all deposits and securities held for Owner. In such event Bank shall advise the Owner promptly of its failure to receive any such money in the ordinary course of business, and it shall use its best efforts and cooperate with the Owner toward the end that such money shall be received.

The Bank shall not be responsible for any loss occasioned by the acts, neglects, defaults or insolvency of any broker, bank, trust company or any other person with whom the Owner may deal in the absence of its own negligence, willful misconduct or bad faith.

Bank shall not be responsible for losses resulting from events beyond its control such as strikes, lockouts or labor disputes, riots, or equipment or transmission failure or damage, fire, flood, earthquake or other natural, disaster, action or inaction of governmental authority or other causes beyond its control.

Bank shall have no liability to Owner for any costs, expenses or losses incurred by it as a result of its failure to receive instructions in a timely manner. For this purpose 'timely shall be determined by reference to the time required, based on normal industry practices, for performance of the duties required of it by any particular Instruction.

Owner warrants and represents that it is the lawful owner of record of all securities deposited hereunder. Should any adverse or conflicting claim with respect to such securities be made or should Bank have actual or constructive notice of any legal process affecting such securities, Bank may refuse to deliver such securities pending resolution of such conflicting claims. In any of said events Owner agrees to hold harmless and indemnify Bank from and against any and all liability, loss, cost, damage, counsel fees, or other expense suffered or incurred by the Bank in defending or protecting its interest or right hereunder or otherwise in connection herewith.

VIII. WITHDRAWAL OF SECURITIES

Any and all securities, monies and other property may be withdrawn from Bank at any time upon receipt of instructions from Owner.

IX. AMENDMENT OR TERMINATION OF AGREEMENT

This Agreement may be amended at any time by any written instrument executed by all parties hereto in such manner as may be mutually agreed upon by Bank and Owner, and may be terminated by written notice at any time either by Owner or by Bank, whereupon all monies, securities and other property of every kind and nature held in custody for the account of Owner, shall be paid over, delivered or surrendered upon the delivery of Owner's receipt to Bank.

X. GENERAL

As used herein the term "instructions" shall mean written or oral instructions to the Bank from a designated representative of Owner. No later than the next business day immediately following each oral instruction, Owner, through one of its designated representatives, will send the Bank written confirmation of such oral instruction. At the Bank's sole discretion, it may record on tape, or otherwise, any oral instruction whether given in person or via telephone.

The Owner has delivered or will deliver to the and prior to their effective date, copies of a Resolution of its Board of Directors and all amendments or supplements thereto, properly certified or authenticated, authorizing the establishment of this account and designating certain of its officers who are authorized to designate, from time to time, in writing, those officers and employees of the Owner who may give oral or written instructions on behalf of the Owner and authorizing the Bank to rely upon such instructions from the Owner. Such resolutions may be considered to be in full force and effect (and the Bank will be protected in acting in reliance thereon) until receipt by the Bank of written notice to the contrary. Unless the resolution delegating authority to any person to give instructions specifically requires that the approval of anyone else will first have been obtained, the Bank will be under no obligation to inquire into the right of the person giving such instructions to do so. Notwithstanding any of the foregoing, no instructions will be deemed to authorize or permit any director, trustee, officer, employee, or agent of the Owner to withdraw any securities upon the mere receipt of such instructions from that same director, trustee, officer, employee or agent.

Owner shall pay to Bank such fees as shall be set forth on Bank's schedule of fees in effect from time to time. As security for payment of all indebtedness and other liabilities of Owner to Bank, whether now existing or hereafter incurred, and whether absolute or contingent, and specifically including but not limited to funds advanced by Bank to pay for securities purchased, Owner hereby pledges and assigns to Bank and grants to it a security interest in any and all property of Owner which is now or at any time hereafter in the possession or under the control of Bank or any of its agents specifically including but not limited to all funds on deposit, certificates of deposit, securities, and loan proceeds. This agreement shall be governed by the laws of the State of Missouri without giving effect to the conflict of law principles thereof except that the New York Uniform Commercial Code shall apply in all cases with respect to the grant of and perfection of a security interest in all securities to which this agreement applies. As used herein with respect to securities, the term "transfer" is intended to have the same meaning as that used in Section 8-313 of the New York Uniform Commercial Code or, where applicable, in any federal regulations governing the transfer of securities.

XI. NOTICES .

Notices, requests, and other writings delivered to the Owners at the following address or mailed, postage prepaid to the Owners at such address or to such other address as the Owners may have designated to the Bank in writing, shall be deemed to have been properly delivered or given to the Bank:

and written instructions, notices, requests, and other writings delivered to the Bank at its office at 1010 Grand Boulevard, Kansas City, Missouri 64106, Attn: Investment Banking Division, or to such other address as it may have designated to the Owners in writing or mailed to the Bank's Investment Banking Division postage prepaid to P.O. Box 419226, Kansas City, Missouri 64141- 6226, shall be deemed to have been properly delivered or given to the Bank hereunder.

By _____

UMB BANK, N.A.

By _____
(Vice President)



Pre-dispute Arbitration Agreement

This agreement is a pre-dispute arbitration agreement effective June 1, 2005, and applies to accounts held with the Investment Banking Division of UMB Bank, n.a. By signing this arbitration agreement the parties agree to all terms as follows:

1. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
4. The arbitrators do not have to explain the reason(s) for their award.
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
8. Upon your request you will be given a copy of this pre-dispute arbitration agreement executed between you and UMB Bank, Investment Banking Division (IBD), or IBD will inform you, within ten business days of your request.
9. Upon your request, IBD shall provide the names of, and information on how to contact or obtain the rules of, all arbitration forums in which a claim may be filed under this agreement.
10. If you file a complaint in court against IBD that contains claims that are subject to arbitration pursuant to a pre-dispute arbitration agreement between IBD and you, IBD may seek to compel arbitration of the claims that are subject to arbitration. If IBD seeks to compel arbitration of such claims, IBD will agree to arbitrate all of the claims contained in the complaint if you so request.

All controversies that may arise between us (including but not limited to controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing the MSRB or the NASD, Inc.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person on who has initiated in court a putative class action: who is a member of a putative class who has not noted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Signature and Acknowledgement:

I represent that I have read these terms and conditions concerning this account and agree to be bound to such terms and conditions as currently in effect or as may be amended from time to time. I acknowledge that this agreement is subject to change with prior notice to me.

This account is governed by this pre-dispute arbitration agreement shown above. I acknowledge that I have received this agreement.

Account I-Holder Name: _____

Joint Account Name: _____

Account Number: _____

Date: _____

Account I-Holder Signature: _____

Joint Account Signature: _____



"Electronic Access OPT – OUT" Form

Company or Name: _____

Address: _____

Telephone: _____

Account # _____

I would like to continue receiving documentation (GSE financial information and/or offering notices/circulars) for my new issue GSE purchases in physical form rather than electronic.

Signed: _____ Date: _____

If you choose to "opt out", please return form in the enclosed postage paid envelope.

If you choose to "opt out" at a later date, please send the form to the following address:

UMB Bank, n.a.
MS# 1010402 – Opt out Form
P.O. Box 419226
Kansas City, MO 64141-6226

Or Call:
UMB Investment Division
(866) 651-9262



MASTER REPURCHASE AGREEMENT

Dated as of _____, _____

Between:

UMB Bank, n.a.

and

1. Applicability

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Initiation; Confirmation; Termination

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

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

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

previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance

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

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

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

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

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

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

5. Income Payments

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

6. Security Interest

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

7. Payment and Transfer

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

8. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraphs 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

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

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

9. Substitution

(A) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

(B) In Transactions in which the Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (A) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

(C) In the case of any Transaction for which the Repurchase Date is other than the business day immediately following the Purchase Date and with respect to which Seller does not have any existing right to substitute substantially the same Securities for the Purchased Securities, Seller shall have the right, subject to the proviso to this sentence, upon notice to Buyer, which notice shall be given at or prior to 10 am (Kansas City, Missouri time) on such business day, to substitute substantially the same Securities for any Purchased Securities; provided, however, that Buyer may elect, by the close of business on the business day notice is received, or by the close of the next business day if notice is given after 10 am (Kansas City, Missouri time) on such day, not to accept such substitution. In the event such substitution is accepted by Buyer, such substitution shall be made by Seller's transfer to Buyer of such other Securities and Buyer's transfer to Seller of such Purchased Securities, and after such substitution, the substituted Securities shall be deemed to be Purchased Securities. In the event Buyer elects not to accept such substitution, Buyer shall offer Seller the right to terminate the Transaction.

(D) In the event Seller exercises its right to substitute or terminate under subparagraph (C), Seller shall be obligated to pay to Buyer, by the close of the business day of such substitution or termination, as the case may be, an amount equal to (i) Buyer's actual cost (including all fees, expenses and commission) of (a) entering into replacement transactions; (b) entering into or terminating hedge transactions; and/or (c) terminating transactions or substituting

securities in like transactions with third parties in connection with or as a result of such substitution or termination, and (ii) to the extent Buyer determines not to enter into replacement transactions, the loss incurred by Buyer directly arising or resulting from such substitution or termination. The foregoing amounts shall be solely determined and calculated by Buyer in good faith.

10. Representations

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

11. Events of Default

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

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

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

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

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

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

most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and another amounts owing by the defaulting party hereunder; and

(2) as to Transactions in which the defaulting party is acting as Buyer, (a) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (b) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

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

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

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

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

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

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

12. Single Agreement

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

13. Notices and Other Communications

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

demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability

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

15. Nonassignability; Termination

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

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

16. Governing Law

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

17. No Waivers, etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(A) or 4(B) hereof will not constitute waiver of any right to do so at a later date.

18. Use of Employee Plan Assets

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

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

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

19. Intent

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

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

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

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

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

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

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

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

I am aware and understand that collateral may be substituted from time to time on repurchase transactions with UMB Bank, n.a.

UMB Bank, n.a.

By: _____
Name (typed)

By: _____
Name (typed)

Title

Title

Date

Date

ANNEX I

Supplemental Terms and Conditions

Acceptable Securities are Securities which represent direct obligations of the U.S. Government or any agency thereof and which have a remaining term until maturity of five (5) years or less and MBS/CMO securities with an average life of five (5) years or less, subject to the final approval of UMB Bank, n.a.

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

UMB Bank, n.a.

ANNEX II

Names and Addresses for Communications Between Parties

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

PLEDGE AND SECURITY AGREEMENT

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

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

- I. **DEFINITIONS.** All terms used but not defined herein shall have the meanings ascribed thereto in Operating Circular No. 7, Appendix C ("Operating Circular No. 7") of the Federal Reserve Bank of Kansas City ("FRBKC")
- II. **TRANSFER AND PLEDGE OF SECURITIES.** As collateral security for the payment of any and all Deposits in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), or such other limitation on deposit insurance coverage applicable for depositors of the same type as Pledgee announced from time to time by the Federal Deposit Insurance Corporation, now or hereafter made by Pledgee with Pledgor and all renewals thereof (collectively, "Liabilities"), Pledgor hereby pledges to Pledgee and grants Pledgee a security interest in securities pledged to Pledgee, held in a Restricted Securities Account at FRBKC and evidenced by the FRBKC Statement of Holdings.
- III. **THE RESTRICTED SECURITIES ACCOUNT.**
 1. Pledgor and Pledgee agree and acknowledge that the Book-Entry Securities pledged hereunder will be maintained by the FRBKC in a Restricted Securities Account for the benefit of Pledgee in accordance with the terms and conditions of Operating Circular No. 7.
 2. As outlined in Operating Circular 7, FRBKC will send a confirmation ("Confirmation") to Pledgee and Pledgor for each Collateral Transaction related to the Restricted Securities Account established hereunder, evidencing the Book-Entry Securities pledged hereunder.
 3. Notwithstanding any provision of Operating Circular No. 7 to the contrary, Pledgor and Pledgee agree that each Book-Entry Security held in the Restricted Securities Account established hereunder may be the subject of a Collateral Transaction from time to time as Pledgor requests and Pledgee authorizes as outlined in Operating Circular No. 7.
 4. FRBKC may be required to transfer or deliver the security to Pledgee or to any other entity pursuant to any statute or regulation applicable to securities pledged for public deposits. FRBKC is authorized and directed to comply with all requirements of any applicable statute or regulation related to the securities. FRBKC shall thereafter be released and discharged from any further liability or duty whatsoever with respect to such securities.
 5. Notwithstanding any provision of Operating Circular No. 7 to the contrary, Pledgor and Pledgee agree that as long as FRBKC has not received written notice from Pledgee certifying that Pledgor is in default of its obligations under this Agreement, Pledgor shall be entitled to receive all principal payments, interest and other income on the Book-Entry Securities held in the Restricted Securities Account established hereunder (including, without limitation, any such securities received by FRBKC as a substitute for, proceeds or otherwise with respect to, any securities held in such Restricted Securities Account) and FRBKC is hereby authorized and directed to pay over, deliver or transfer same to Pledgor (or any entity or account designated by Pledgor).
 6. Notwithstanding any provision of Operating Circular No. 7 to the contrary, Pledgor and Pledgee agree Pledgor shall have the right to substitute one or more designated Book-Entry Securities then held in the Restricted Securities Account established hereunder, other Book-Entry Securities of at least equal par value.
- IV. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**
 1. Pledgor's Representations, Warranties and Covenants. Pledgor hereby represents, warrants and covenants to Pledgee:
 - 1) the execution and performance of this Agreement and the pledge, lien and security interest granted herein was approved by Pledgor's Board of Directors and/or Loan Committee and such approval is reflected in the minutes thereof;
 - 2) a copy of this Agreement (including each Confirmation issued by FRBKC hereunder from time to time) shall be continuously maintained as an official record of Pledgor;
 - 3) the execution, delivery and performance of this Agreement and the transactions contemplated hereunder will not violate any law, charter, by-law, rule or court order applicable to it or any agreement by which it is bound or by which its assets are affected;
 - 4) it will provide any information and execute such documents as FRBKC may require to establish the Restricted Securities Account contemplated

hereunder and/or evidence the agreements of the parties related thereto set forth in this Agreement; and

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

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

- 1) it is a state or local government or a unit thereof;
- 2) it is duly authorized to execute and deliver this Agreement, to perform its obligations hereunder; and to deposit funds and monies with Pledgor;
- 3) the execution, delivery and performance of this Agreement and the transactions contemplated hereunder will not violate any law, charter, by-law, rule or court order applicable to it or any agreement by which it is bound or by which its assets are affected; and
- 4) it will provide any information and execute such documents as FRBKC may require to establish the Restricted Securities Account contemplated hereunder and/or evidence the agreements of the parties related thereto set forth in Article III of this Agreement, including expressly but not limited to any documentation, notification or authorization required by FRBKC to effect the release or substitution of Book-Entry Securities pledged hereunder and/or the termination of this Agreement.
- 5) if a collateral transaction requested by Pledgor results in pledged securities adequately collateralizing current Pledgee deposits, Pledgee agrees to promptly authorize FRBKC to release the excess collateral as requested by Pledgor.

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

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

VII. **MISCELLANEOUS.**

- 1. Governing Law. This Agreement shall be governed by and construed under the laws of the State under which Pledgee is organized except to the extent that such laws are preempted by federal law.
- 2. Counterparts. This Agreement may be executed in counterparts.
- 3. Assignment. This Agreement is neither assignable nor transferable.
- 4. Third Party Beneficiary. FRBKC shall be entitled, as a third party beneficiary, to all benefits and rights accruing to or applicable to it under this Agreement, and shall not be obligated or incur any duty or obligation hereunder to any person whomsoever. There is no requirement that the Agreement be acknowledged or accepted by FRBKC before delivery, transfer or designation of any Book-Entry Securities as collateral hereunder.
- 5. Notices. All notices, Confirmations and other documents and notices required or authorized herein may (as permitted) be delivered, sent electronically, or mailed to the parties hereto at the respective addresses set forth above or below.

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

By: _____
Name: _____
Title: _____

("Pledgee")
Address: _____
By: _____
Name: _____
Title: _____



Federal Reserve Bank Joint Custody Service via FedMail® Request Form

FRBservices.org

PLEASE TYPE FORM, PRINT, & SUBMIT (handwritten forms may delay processing)

Internal FR
(Upon receipt by the Federal Reserve Bank)

Federal Reserve Bank Use Only

Due Diligence Verified: _____
 Initials: _____
 Date: _____

Use of the FedMail® access solution is governed by Federal Reserve Bank Operating Circular 5, Electronic Access ("OC 5"). Depending on the services you choose to access using FedMail, additional Operating Circulars (available at FRBservices.org) may govern. Submission of this form constitutes acceptance of the terms and conditions of OC 5 and other applicable Operating Circulars and agreements. The Federal Reserve Banks have no obligation to verify the accuracy of the information you provide below and have the right to rely on such information in connection with the provision of FedMail access to the services you are requesting. Except to the extent prohibited by law or regulation, you agree to indemnify, hold harmless and defend the Federal Reserve Banks against any claim, loss, liability, or expense made against or incurred by the Federal Reserve Banks in connection with their reliance on the information provided below.

Section 1 – General

* Required Fields

| | | |
|--|--|-----------|
| State or Local Government Institution Name * | City of Prairie Village, Kansas | |
| Telephone * | Phone (913) 381-6464 | Extension |
| Joint Custody Account Number(s) * | Provide the 4-digit alpha-numeric account number(s) below that are listed as "institution ID" on your statement. This form may be used for multiple account numbers being delivered to the same addresses, with a maximum of four account numbers. | |
| Account #1 | J2BJ | |
| Account #2 | | |
| Account #3 | | |
| Account #4 | | |

Section 2 – Service Profile

Instructions

1. Use this section to "Add" or "Delete" services or delivery addresses.
2. For email delivery, please provide more than one email address.
3. Complete an additional form to sign up more than three delivery addresses for a service.
4. To change a delivery address, "Delete" the current delivery address and "Add" the new delivery address.
5. Delete all recipients by marking "All" in the delete column.
6. **If updates are required to your current Joint Custody pledgee agreement, please call 800-327-0147 and select option 4.**

Joint Custody Service (JCCR)

| Add | Delete | Email | Fax | Email Address or Fax Number |
|--------------------------|------------------------------|-------------------------------------|--------------------------|-----------------------------|
| | <input type="checkbox"/> All | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | kkindle@pvkansas.com |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | jkoontz@pvkansas.com |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | salbright@pvkansas.com |

Federal Reserve Bank Joint Custody Service via FedMail® Request Form

Section 3 – Service Description

| Service | Description |
|------------------------------|--|
| Joint Custody Service (JCCR) | Provides the ability to receive Joint Custody Daily Activity Statements and monthly Securities Holdings Reports electronically. The email is sent in text format; the statements and reports are sent as attachments, which may be viewed with a text editor, spreadsheet or word processing software. |

Section 4 – Authorized Approval

| | | | |
|---|--------------------------------|-----------------------|------------------------|
| Name * | <i>First</i> Quinn | <i>Middle Initial</i> | <i>Last</i> Bennion |
| Signature * <i>The person signing this form must be listed on your <u>current</u> pledgee agreement on file with the Federal Reserve Bank as authorized to act for your account.</i> | | | |
| Date * | | | |
| Telephone * | <i>Phone</i> (913) 385-4601 | <i>Extension</i> | |

Please submit this form to the Customer Contact Center at:

Email: ccc coordinators@kc.frb.org

Fax: 800-660-7856

Mail:

Customer Contact Center
Federal Reserve Bank of Kansas City
P.O. Box 219416
Kansas City, MO 64121-9416

Pledgee Agreement Form

To: Federal Reserve Bank of Boston
PO Box 55882
Boston, MA 02205
Attn: Joint Custody

Tel: 800-327-0147, #1
Fax: 877-973-8972

Date: _____

We, the City of Prairie Village, Kansas agree to the terms of **Appendix C** of your *Operating Circular 7*, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated J2BJ. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

NO (Instructions required for each withdrawal)

YES (Standing approval)

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See *Operating Circular 7, Appendix C, Section 4.3.*)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

Three-party call-back

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: (913) 385-4616

Fax: (913) 381-7755

Print Name: Joyce Hagen Mundy Title: City Clerk

Signature: _____ Date: _____

Telephone: (913) 385-4601

Fax: (913) 381-7755

Print Name: Quinn Bennion Title: City Administrator

Signature: _____ Date: _____

Telephone: (913) 385-4661

Fax: (913) 381-7755

Print Name: Karen Kindle Title: Finance Director

Signature: _____ Date: _____

Pledgee Agreement
(page 2 of 2)

Telephone: (913) 385-4662

Print Name: Jeanne Koontz Title: Deputy City Clerk

Fax: (913) 381-7755

Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

City of Prairie Village, Kansas

Name of governmental unit
7700 Mission Rd.

Street Address or P.O Box Number
Prairie Village, KS 66208

City, State, Zip Code

Official Signature/ Date

Printed Name and Title

Notary

State of _____

County of _____

On this ____ day of _____, 20__ before me personally appeared _____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the City Clerk [Title] of _____ and that he/she executed this document on behalf of _____ before me.

(Signature of Notary)

(Print name of Notary)

My commission expires on _____ [Date]



- Visa Commercial Card
- Visa Commercial Travel Rewards Card
- Visa Purchasing Card

Branch ID no. _____
 Associate ID No. _____

Card Center, P.O. Box 410436, Kansas City, MO 64141-0436

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

| COMPANY INFORMATION | | |
|---|--|--------------------------------------|
| Company Name | | |
| Street Address (Physical Address; no P.O. Box) | | |
| City, State, ZIP Code | | |
| Web Page Address | | |
| Mailing Address (if different from above) | | City/State/Zip |
| SIC Code | Gross Annual Revenue \$ | Tax Identification Number (required) |
| Nature of Business | Year Established | Number of Employees |
| Organizational Structure | <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Government Entity | |
| Company Telephone Number () | Company Fax Number () | |
| Location of Primary Trade Area | <input type="checkbox"/> Local Only <input type="checkbox"/> Statewide <input type="checkbox"/> Multi-State <input type="checkbox"/> Regional <input type="checkbox"/> National <input type="checkbox"/> International | |
| Card Coordinator | E-Mail Address | |
| Company Official to Receive Statements | E-Mail Address | |
| Company Official to Receive Mgmt Reports | E-Mail Address | |
| FINANCIAL REFERENCES | | |
| Principal Bank Name | Checking Account No. | Telephone () |
| Address | City/State/Zip | Primary Officer |
| Account Types | <input type="checkbox"/> Checking <input type="checkbox"/> Investments <input type="checkbox"/> Cash Management <input type="checkbox"/> Loans <input type="checkbox"/> Bankcard Deposits | |
| Secondary Bank Name | Checking Account No. | Telephone () |
| Address | City/State/Zip | Primary Officer |
| Account Types | <input type="checkbox"/> Checking <input type="checkbox"/> Investments <input type="checkbox"/> Cash Management <input type="checkbox"/> Loans <input type="checkbox"/> Bankcard Deposits | |
| Business or Trade Reference | Telephone () | |
| Address | City/State/Zip | |
| AGREEMENT & ACCEPTANCE | | |
| The business entity (the "Company") identified in this Application hereby requests UMB Bank, n.a., Kansas City, Missouri, or its successors or assigns ("UMB" or "Issuer"), to establish a credit card authority for the Company pursuant to which Issuer will open one or more credit card accounts ("Account(s)") in the name of the Company and will issue one or more commercial credit cards or card numbers ("Card(s)") to the Company and/or employees or agents of the Company (collectively, "Employees") to be used for Company-related business, commercial or agricultural purposes. The person who signs this Application on behalf of the Company represents he or she is duly authorized by the Company to sign this Application and to bind the Company to the Provisions and Terms Governing Accounts, as set forth on the following page. | | |
| The Company authorizes Issuer to investigate the Company's creditworthiness and payment history and to otherwise verify the information contained in this Application. The Company certifies that all information contained in this Application is true and correct. | | |
| _____, a _____ organized under _____ law. | | |
| Name of Company | Type of Business Entity | State |
| BY: _____ | | |
| Signature of Authorizing Officer | Printed Name of Authorizing Officer | Date Signed |

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

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

PROVISIONS & TERMS GOVERNING ACCOUNTS

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

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

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

NAMES OF INDIVIDUALS TO BE ISSUED SEPARATE CARDS

Please print. Use separate sheet in necessary.

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

ACCOUNT SET UP

- Check A or B:** A. Individual Billing (will allow individual cardholders to redeem points if enrolled in the Rewards Program) or
B. Consolidated Billing
- Check C (optional):** C. Set Spending Controls on Purchasing Card. If checked, a member of the Commercial Card Services team will contact you.
- Check D (optional):** D. Travel Rewards Program (available on Visa Commercial Card only - \$50 Annual Fee per Card applies; see disclosures for details)

COMPANY NAME TO APPEAR ON CARDS (19 CHARACTERS): _____

- Completed Application Organization Resolution and Agreement for Credit Card Program
- Guaranty Form (required for companies open less than 2 years) Personal Financial Statement (required for companies open less than 2 years)
- Company Balance Sheet and Income Statement for last two fiscal years (required for aggregate credit lines over \$3,500)

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

DISCLOSURE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORDKEEPER

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

ADDITIONAL OFFICER

Signature by Second Person, certifying to incumbency of Recordkeeper

Signature
Name:
Title:

Signature
Name:
Title:

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

Additional Signatures of Members, Partners or Other Required Persons

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

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

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

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

| | | | | |
|--|--|---------------|----------|-----------------|
| <input checked="" type="checkbox"/> New Location | <input type="checkbox"/> Additional Location | Existing MID: | Chain #: | Location 1 of 1 |
|--|--|---------------|----------|-----------------|

New Merchant Application

| | | | | | |
|-----------------------------|---|------------------|--|--|--|
| Merchant Information | DBA Name: City of Prairie Village | | DBA Phone #: (913)381-6464 | X if Cell Phone <input type="checkbox"/> | |
| | Contact Name: Stephen Albright | | DBA Fax #: (913)381-7755 | | |
| | DBA Address 1 (no PO Box): 7700 Mission Rd | | Customer Service Phone #: | | |
| | DBA Address 2: | | Email Address: salbright@pvkansas.com | | |
| | City: Prairie Village | State: KS | Zip Code: 66208 | Year Established: 1951 | |
| | Previous Processor: | | Length of Current Ownership: _____ years, _____ months | | |

| | | | | |
|------------------------------|---|------------------|---|------|
| Corporate Information | Legal/Corporate Name: City of Prairie Village | | Legal/Corporate Phone #: (913)381-6464 | Ext. |
| | Legal/Corporate Contact Name: Stephen Albright | | Legal/Corporate Fax #: (913)381-7755 | |
| | Legal/Corporate Address: 7700 Mission Rd | | | |
| | City: Prairie Village | State: KS | Zip Code: 66208 | |

| | | | | |
|--|--|--------|---------------|----------------|
| Principal Information 1 (Owner/Partner/Officer) | <input type="checkbox"/> Owner/Partner: Percentage of Ownership _____ % or <input type="checkbox"/> Officer: Title _____ | | | |
| | First Name: | MI: | DOB: | |
| | Last Name: | | SSN: | |
| | Home Address: | | Home Phone #: | |
| | City: | State: | Zip Code: | Email Address: |
| | <i>Previous Address if Current Address is less than 2 Years</i> | | | |
| | Home Address: | | | |
| | City: | State: | Zip Code: | |

| | | | | |
|--|--|--------|---------------|----------------|
| Principal Information 2 (Owner/Partner/Officer) | <input type="checkbox"/> Owner/Partner: Percentage of Ownership _____ % or <input type="checkbox"/> Officer: Title _____ | | | |
| | First Name: | MI: | DOB: | |
| | Last Name: | | SSN: | |
| | Home Address: | | Home Phone #: | |
| | City: | State: | Zip Code: | Email Address: |
| | <i>Previous Address if Current Address is less than 2 Years</i> | | | |
| | Home Address: | | | |
| | City: | State: | Zip Code: | |

| | | | | | |
|---|---|------------------------------------|---|-----------------------------------|-----------------------------------|
| Other Merchant Information | Average Sale Amount: \$ 130 | | Description of product or services offered: City Government | | |
| | Total Monthly Visa/MC/DISC Sales: \$ 24000 | | MCC: | | |
| | Card Present (swiped) | 90 % | For Card Present Transactions, when does the customer receive the product or service? <input checked="" type="checkbox"/> Same Day <input type="checkbox"/> If not same day, _____ # of Days (include shipping time frame) For Card Not Present Transactions, when does the customer receive the product or service? <input type="checkbox"/> Same Day <input type="checkbox"/> If not same day, _____ # of Days (include shipping time frame) For Internet Transactions: List the product web site: _____ "Contact Us" email address: _____ | | |
| | Card Present (not swiped) | 10 % | | | |
| | Mail Order | _____ % | | | |
| | Telephone Order | _____ % | | | |
| | Internet | _____ % | | | |
| | Total | = 100% | | | |
| Do you operate seasonally: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please check months closed: | | | | | |
| <input type="checkbox"/> January | <input type="checkbox"/> February | <input type="checkbox"/> March | <input type="checkbox"/> April | <input type="checkbox"/> May | <input type="checkbox"/> June |
| <input type="checkbox"/> July | <input type="checkbox"/> August | <input type="checkbox"/> September | <input type="checkbox"/> October | <input type="checkbox"/> November | <input type="checkbox"/> December |

| | | | |
|---------------------|-----------------------------------|----------------|----------------|
| Bank Account | (Checking Accounts only) | | |
| | Deposit Bank Name: | ABA/Routing #: | DDA Account #: |
| | Billing Bank Name (if different): | ABA/Routing #: | DDA Account #: |

| | | | | | |
|------------------------|---|-------------------------|--|--|--------------------------------------|
| Card Acceptance | Please check each card you wish to accept. <i>Note: acceptance of card types not selected will result in discount downgrades.</i> <input checked="" type="checkbox"/> All Visa/MasterCard/Discover Cards (JCB, DI, CUP) <input type="checkbox"/> Visa Credit <input type="checkbox"/> Visa Debit <input type="checkbox"/> MasterCard Credit <input type="checkbox"/> MasterCard Debit <input type="checkbox"/> Discover (JCB, DI, CUP) | Pricing Category | <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> MO/TO / Internet | <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> ARU | <input type="checkbox"/> Pay at Pump |
| | | | | | |

| | | | | | | | | |
|--|---|-------------|--|----------------------------------|---|--|--------------------------|------|
| Pricing Information | <input checked="" type="checkbox"/> AUTH FEE (charged on all V/MC & Discover auths) \$.10 | | Other Authorizations: | Per Auth | Fees | One Time Fee Type: | | |
| | <input type="checkbox"/> TIERED | Rate | Per Item | WEX | | \$ | Application Fee | \$95 |
| | <input type="checkbox"/> Qualified | _____ % | \$ _____ | Other: | | \$ | Installation/Training | \$ |
| | <input type="checkbox"/> Mid-Qual | _____ % | \$ _____ | Other: | | \$ | Wireless Set-Up Fee | \$ |
| | <input type="checkbox"/> Non-Qual | _____ % | \$ _____ | Voice Authorizations: | | Rush Shipment | \$ | |
| | <input type="checkbox"/> Opt. Check Card <input type="checkbox"/> Spmkt <input type="checkbox"/> QPS/Small Tkt | _____ % | \$ _____ | ARU | | \$0.75 | Other: | \$ |
| | <input type="checkbox"/> Opt. Rewards Tier | _____ % | \$ _____ | Operator Assisted | | \$0.90 | Monthly Fee Type: | |
| | <input type="checkbox"/> Opt. Commercial Card Tier | _____ % | \$ _____ | AVS | | \$0.90 | Support Fee | \$0 |
| | <input type="checkbox"/> INT Differential Plus | | | Bank Referral | | \$4.00 | Statement Fee | \$5 |
| | <input type="checkbox"/> VISA - Qual | _____ % | \$ _____ | PIN Debit Authorizations: | | <input type="checkbox"/> Electronic Statement or <input checked="" type="checkbox"/> Paper Statement | | |
| <input type="checkbox"/> MasterCard - Qual | _____ % | \$ _____ | <input type="checkbox"/> INT PLUS/ASSOC (Monetary = IC PLUS) | \$ | Statement Mailing Fee <small>(For paper statements only)</small> | \$0 | | |
| <input type="checkbox"/> Discover - Qual | _____ % | \$ _____ | | | Minimum Discount | \$35 | | |
| <input type="checkbox"/> Non-Qual | _____ % | \$ _____ | | | Other: | \$ | | |
| <input checked="" type="checkbox"/> INT PLUS | .15 % | \$ _____ | | | Per Occurrence Fee Type: | | | |
| <i>Above Rates are for all Card Acceptance types selected.</i> | | | | | Chargeback Fee | \$25 | | |
| Pricing Program (Required for IDP): | | | | | Return Item (NSF) Fee | \$20 | | |
| | | | | | Other: | \$ | | |

| | | | | | | | | | |
|---|--------------------------------|-----------------|------------------------|--------------------------|------------------------------|---|--------------------------|--|--------------|
| Point of Sale (Equipment or Software) | VAR Service Provider (Hosted): | | | Gateway (optional): | | | Aggregator: | | |
| | VAR Vendor (Distributed): | | | VAR Product: | | | VAR Version: | | |
| | Purchase or Lease | | | Purchase | | | Lease* | | |
| | Qty | POS Description | Item Code | Price per Unit | Term Monthly | Monthly Rate per Unit | Mon. Fee per Unit | | Per Auth Fee |
| | | | | \$ | | \$ | \$ | | \$ |
| | | | | \$ | | \$ | \$ | | \$ |
| | | | | \$ | | \$ | \$ | | \$ |
| | | | | \$ | | \$ | \$ | | \$ |
| | | | | \$ | | \$ | \$ | | \$ |
| | Merchant Owns | | | | | | Software/Wireless | | |
| Qty | POS Description | Item Code | Reprogram Fee per Unit | Pin Pad Encryption | Mon. Fee per Unit | Per Auth Fee | | | |
| 3 | Hypercom T7Plus | T7PP | \$0 | <input type="checkbox"/> | \$ | | \$ | | |
| 1 | Hypercom T7P | T7P | \$0 | <input type="checkbox"/> | \$ | | \$ | | |
| | | | \$ | <input type="checkbox"/> | \$ | | \$ | | |
| Special Programs | | | | | | | | | |
| Qty | POS Description | Item Code | Price per Unit | | Equipment Back from Merchant | | | | |
| | | | \$ | Used | | | | | |
| *Please note that all leases MUST complete the section immediately below. Initials are required. | | | | | | All applicable state and local taxes will be applied. <input type="checkbox"/> Tax Exempt | | | |
| <input checked="" type="checkbox"/> THE LEASE IS A NON CANCELLABLE LEASE FOR THE FULL TERM OF _____ MOS. TOTAL MONTHLY PAYMENT OF \$ _____ plus taxes, if applicable. | | | | | | | | | |
| AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF MONTHLY PAYMENTS | | | | | | | | | |
| Merchant hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Merchant's monthly lease payment and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Merchant's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Merchant from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. This authorization shall remain in effect until Lessor has received written notice from Merchant of its termination. | | | | | | | | | |
| Bank Name: | | | ABA/Routing #: | | | DDA Account #: | | | |

| | | | | | | | | | | |
|----------------------------------|--------------|-------------|--|-----------------------------|---|---|----------------|--|--|--|
| Other Card Types Existing | | SE # | Auth Fee | Other Card Types New | American Express: | | | | | |
| | Amex _____ | (10 digits) | \$ | | <input type="checkbox"/> ESA | <input checked="" type="checkbox"/> One Point | CAP # _____ | | | |
| | EBT _____ | (7 digits) | \$ | | Monthly Volume: | | \$ 3000 | | | |
| | Other: _____ | | \$ | | <input checked="" type="checkbox"/> Amex Rate | 2.89 % | \$.15 | | | |
| | Other: _____ | | \$ | | CNP Downgrade | 0.30 % | \$ _____ | | | |
| Other: _____ | | \$ | <input type="checkbox"/> Flat Fee Option (ESA only): | | \$ 7.95 | | | | | |

| | |
|--------------|--|
| Debit | <input type="checkbox"/> Debit - Includes INLK (Interlink), MSTO (Maestro), ACCL (Accell), AFFN, ALAS (Alaska), CU24, ITS (Shazam), NETS, NYCE, PULSE and STAR |
|--------------|--|

| | |
|------------------|--|
| Money Mgr | <input type="checkbox"/> Money Manager Vendor: _____ |
| | <input type="checkbox"/> Working Capital Vendor: _____ |

| | |
|---------------------|---|
| Report Tools | <input type="checkbox"/> MCP # Users _____ Monthly Fee \$ _____ Set Up Type (check one) <input type="checkbox"/> MID <input type="checkbox"/> CHN <input type="checkbox"/> ENT Set Up Fee \$ _____ |
| | <input type="checkbox"/> MCP with OCM # Users _____ Monthly Fee \$ _____ Set Up Type (check one) <input type="checkbox"/> MID <input type="checkbox"/> CHN <input type="checkbox"/> ENT Set Up Fee \$ _____ |
| | <input type="checkbox"/> ACS Remote ID _____ Set Up Fee \$ _____ Monthly Fee \$ _____ |

| | | | |
|--|---|--|-----------------------------------|
| ECS Product Selection and Pricing | Processing Options: <input type="checkbox"/> POP (POS Image) <input type="checkbox"/> ARC (POS Image) <input type="checkbox"/> BOC (<input type="checkbox"/> POS Image or <input type="checkbox"/> Cash Office Image) | | |
| | 1. ANNUAL check volume: \$ _____ | 2. Average check amount: \$ _____ | 3. Maximum check amount: \$ _____ |
| | ECS Monthly Minimum: \$ _____ | | Additional Service Options |
| | <input type="checkbox"/> Conversion with Guarantee Guarantee Rate: _____ % Per Transaction: \$ _____ | | |
| <input type="checkbox"/> Conversion with Verification <input type="checkbox"/> Collections Per Transaction: \$ _____ Per Return Transaction: \$ _____ | | | |
| <input type="checkbox"/> Conversion Only <input type="checkbox"/> Collections Per Transaction: \$ _____ Per Return Transaction: \$ _____ | | Please check box for each additional service option <input type="checkbox"/> NSF Service Fee Processing @ \$2.00 per NSF item. Not applicable for POP Guarantee and all ARC products <input type="checkbox"/> Enquire Reporting Access: # users: _____ @ \$29.95 each per month <input type="checkbox"/> Turn off return memo advices | |

| | | | | | |
|---|---|----------------------|--------------|--------------------|---|
| EGC Cards | Card Style | Card Quantity | Price | EGC Pricing | <input type="checkbox"/> Monthly Pricing: \$ _____ per month (Includes _____ transactions per location annually. Additional transaction billed \$0.29 per transaction) OR <input type="checkbox"/> Transaction Pricing: \$ _____ per transaction and \$ _____ per month. |
| | <input type="checkbox"/> Basic _____ | _____ | \$ _____ | | |
| | <input type="checkbox"/> Standard _____ | _____ | \$ _____ | | |
| | <input type="checkbox"/> Custom _____ | _____ | \$ _____ | | |
| Max Card Value \$ _____ (Default \$500) | | | | | |

| | | | | | |
|---------------------|--|---|--|-------------------------|--|
| EGC Carriers | <input type="checkbox"/> Card Carriers (enter total cards) # _____ of Style _____ \$ _____ X _____ # _____ of Style _____ # _____ of Style _____ (Multiples of 100 only) | | | EGC Service Fees | <input type="checkbox"/> Service Fees (Cardholder charged on unused balances) - Custom Cards are required - Fee Merchant charged per Transaction \$0.12 - Apply same to all states? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (if no, complete for each state) Fee Amount: \$ _____ Applied: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually Beginning: _____ Months after last Transaction date (cannot be less than 12 mos) Lock Balances After: _____ Months of non-use (default 72 months, cannot be less than 60 months) |
| | EGC Options | <input type="checkbox"/> Monthly Online Admin - # _____ Users \$ _____ <input type="checkbox"/> Graphic Design Service \$ _____ <input type="checkbox"/> Custom Card Upgrade \$ _____ <input type="checkbox"/> Misc Fee - _____ \$ _____ <input type="checkbox"/> Misc Fee - _____ \$ _____ | | | |
| EGC Network | <input type="checkbox"/> Elavon <input type="checkbox"/> Givex | | | VAR | VAR Manufacturer: _____ VAR Software: _____ Version: _____ |

| | |
|--|--|
| EGC Standard Card Order Details | Card Style: _____ |
| | Text Color: _____ |
| | Justification: <input type="checkbox"/> Left <input type="checkbox"/> Center <input type="checkbox"/> Right <input type="checkbox"/> As submitted |
| | Imprint: <input type="checkbox"/> Logo (To avoid delay, please submit artwork to: EGCArtwork@Elavon.com) |
| | OR |
| | <input type="checkbox"/> Text (Imprinting details MUST be entered below) |
| | ◆Font (select ONE): <input type="checkbox"/> Arial <input checked="" type="checkbox"/> Book Script <input type="checkbox"/> Times New Roman |
| | ◆Text Case (select ONE): <input type="checkbox"/> Title Case <input type="checkbox"/> UPPER CASE <input type="checkbox"/> lower case <input type="checkbox"/> As submitted |
| | |
| | |

| | |
|------------------|--|
| EGC Notes | |
|------------------|--|

Merchant Application

| | | | | | | | | | | | | |
|--|--|----------------------|------------------|--|-------------------------------|----------------------|------------------|--------------|---------------------|----------------------|---------------|--------------|
| Substitute Form W-9 | Business Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Public Corp <input type="checkbox"/> Closely Held Corp <input type="checkbox"/> Sub S Corp <input checked="" type="checkbox"/> Government <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Tax Exempt Organization (include documents that support Exempt Status) <input type="checkbox"/> Other (Assn/Estate/Trust) <input type="checkbox"/> Limited Liability Company – Tax Classification (D=disregarded entity, C=corporation, P=partnership): (If LLC, please indicate D, C or P) | | | | | | | | | | | |
| | Name* : City of Prairie Village <i>*Name (of business) as shown on your business income tax returns. For Sole Proprietors, this should always be the owner's name.</i> | | | | | | | | | | | |
| | Address: 7700 Mission Rd City: Prairie Village State: KS Zip Code: 66208 | | | TIN (Employer Identification #): 48-6077081 or TIN (Social Security #): | | | | | | | | |
| Merchant Representations and Certifications | <p>Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. Further, by signing below, if leasing equipment, Merchant and its representative(s) agree that the Leased Equipment is subject to the terms and conditions set forth in the Terms of Service ("TOS") and have had an opportunity to review such terms. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application, the TOS and the Merchant Operating Guide ("MOG") incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf, respectively. If Merchant does not have access to view the TOS or MOG at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or MOG, Merchant agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS and MOG.</p> <p>If Merchant terminates within one year of the date set forth below, Merchant will immediately pay Elavon, as liquidated damages, an early termination fee equal to \$295, in addition to all other amounts owed. If Merchant terminates at any time during the second or third year of the date set forth below, the Merchant will pay, as liquidated damages, a termination fee equal to \$195, in addition to all other amounts owed. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Elavon will use best efforts to debit the Merchant's account in the amount of the applicable termination fee within sixty (60) days of receipt of Merchant's written notice of termination.</p> <p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the individual and business history and background of Merchant, each such representative and any other officers, partners, proprietors, and/or owners of Merchant, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p>This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.</p> <p>Merchant understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that merchant will not receive a Chargeback for that Transaction.</p> <p>All merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 merchants (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Merchant will be charged either the Annual PCI Fee or the Annual Administration Fee described below.</p> <p>Annual PCI Fee of up to \$175 per merchant account number, based on connectivity, number of merchant locations and then-current cost to Elavon of the services, will be charged to merchants that use the services of the qualified third party assessor with whom Elavon has partnered. Elavon will waive this fee in year one, charging the fee in subsequent years on or about the anniversary date of account approval. Annual Administration Fee of \$35 will be charged to merchants that use the services of another qualified assessor and attest to PCI DSS validation on the website designated by Elavon. Any merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$25 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions.</p> <p>If leasing equipment, Merchant agrees to pay "Lessor" an annual fee in an amount not to exceed \$50.00 for the administration, billing and tracking of certain taxes and charges related to the Leased Equipment.</p> <p>Under penalties of perjury, Merchant certifies that:</p> <ol style="list-style-type: none"> 1. The number shown on this Merchant Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person. For federal tax purposes, you are considered a U.S. person if you are: an individual who is a U.S. citizen, or U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in Regulations section 301.7701-7). <p>American Express Acceptance Agreement - By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Elavon and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates, as defined in the AXP Agreement, to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclosing such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Elavon, AXP, AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be sent a copy of the AXP Agreement and materials welcoming it, either to AXP's program for Elavon to perform services for AXP or AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Elavon servicing program that the entity may be enrolled in American Express's standard Card acceptance program, and the entity may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the AXP Agreement.</p> | | | | | | | | | | | |
| | <p><i>*The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Signature: X</td> <td style="width: 33%;">Printed Name:</td> <td style="width: 15%;">Title:</td> <td style="width: 19%;">Date:</td> </tr> <tr> <td>Signature: X</td> <td>Printed Name:</td> <td>Title:</td> <td>Date:</td> </tr> </table> | | | | Signature: X | Printed Name: | Title: | Date: | Signature: X | Printed Name: | Title: | Date: |
| Signature: X | Printed Name: | Title: | Date: | | | | | | | | | |
| Signature: X | Printed Name: | Title: | Date: | | | | | | | | | |
| Personal Guaranty | <p>As a primary inducement to us to accept this Merchant Application, the undersigned Guarantor(s), by signing the Merchant Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Merchant Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Merchant. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Merchant Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Signature: X</td> <td style="width: 33%;">Printed Name:</td> <td style="width: 15%;">SSN#:</td> <td style="width: 19%;">Date:</td> </tr> <tr> <td>Signature: X</td> <td>Printed Name:</td> <td>SSN#:</td> <td>Date:</td> </tr> </table> | | | | Signature: X | Printed Name: | SSN#: | Date: | Signature: X | Printed Name: | SSN#: | Date: |
| | Signature: X | Printed Name: | SSN#: | Date: | | | | | | | | |
| Signature: X | Printed Name: | SSN#: | Date: | | | | | | | | | |
| Submitted By | <p>To the best of my knowledge, I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's owner(s) or officer(s), as appropriate.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Sales Rep Signature: X</td> <td style="width: 33%;">Printed Name:</td> <td style="width: 15%;">Rep ID #:</td> <td style="width: 19%;">Date:</td> </tr> </table> | | | | Sales Rep Signature: X | Printed Name: | Rep ID #: | Date: | | | | |
| | Sales Rep Signature: X | Printed Name: | Rep ID #: | Date: | | | | | | | | |
| Office Use Only | Accepted by Elavon, Inc.: | | | Date: | | | | | | | | |
| | Accepted by Member: | | | Date: | | | | | | | | |

What Happens Next?

Thank you for choosing us as your payment processor. We look forward to providing you with the best customer service in the industry.

Below are the steps that will be taken to get you up and running quickly.

- 1. Application and Credit Underwriting**
Your application will be sent to our Operations center for processing. It will be checked for completeness and accuracy. Our credit underwriting specialists will review the information provided, perform the necessary analysis, and approve or decline the application. We will contact you within 24-72 hours if we need you to provide additional information.
- 2. Deployment**
Once your application is approved and entered into our systems, our deployment team will prepare any equipment or software for shipment. You should receive your package within two-five days, depending on the method of shipping selected. Look inside the box for your Getting Started Kit — it contains a packing list, your Merchant Identification Number (MID), support materials, and information about training and service.
- 3. Training**
Once you receive your package, please call the training number located in your Getting Started Kit to speak with one of our representatives. If we don't hear from you, we will contact you to schedule a session. The session will cover information about credit card processing, how to set up use your processing terminal or software solution, and where to find helpful information.
- 4. PCI Compliance Validation Process**
Complete your Payment Card Industry Data Security Standard (PCI DSS) validation. Visit our PCI website, <http://pci.elavon.com>, for education and tips on protecting cardholder data. You can also connect with our Visa® and MasterCard® accredited Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV). You must provide a certificate of compliance validation within ninety days (90) of account approval to avoid a monthly non-compliance fee.
- 5. Communications**
You will receive an email from Elavon that contains helpful information about processing with us, as well as a quick link to MerchantConnect, our free online support tool. You will also receive a survey that will ask you to score us on a number of factors. We value your feedback, and ask that you kindly take two minutes to rate the sales process, training process, and overall level of service. We will periodically send you information to keep you informed about things that impact your business.
- 6. Service**
Help is always just a phone call away — we operate a 24/7 call center. For free online access to your account, go to www.merchantconnect.com. You can view your statement, display recent deposits, view chargeback and retrieval requests, access customer support, and much more.

Thank you for your business. We look forward to providing you the very best in service.

| | | | | |
|--|--|---------------|----------|-----------------|
| <input checked="" type="checkbox"/> New Location | <input type="checkbox"/> Additional Location | Existing MID: | Chain #: | Location 2 of 2 |
|--|--|---------------|----------|-----------------|

New Merchant Application

| | | | | | |
|-----------------------------|---|------------------|--|--|--|
| Merchant Information | DBA Name: Prairie Village Municipal Bonds | | DBA Phone #: (913)381-6464 | X if Cell Phone <input type="checkbox"/> | |
| | Contact Name: Stephen Albright | | DBA Fax #: (913)381-7755 | | |
| | DBA Address 1 (no PO Box): 7700 Mission Rd | | Customer Service Phone #: | | |
| | DBA Address 2: | | Email Address: salbright@pvkansas.com | | |
| | City: Prairie Village | State: KS | Zip Code: 66208 | Year Established: 1951 | |
| | Previous Processor: | | Length of Current Ownership: years, months | | |

| | | | | |
|------------------------------|---|--|---|------------------------|
| Corporate Information | Legal/Corporate Name: City of Prairie Village | | Legal/Corporate Phone #: (913)381-6464 | Ext. |
| | Legal/Corporate Contact Name: Stephen Albright | | Legal/Corporate Fax #: (913)381-7755 | |
| | Legal/Corporate Address: 7700 Mission Rd | | | |
| | City: Prairie Village | | State: KS | Zip Code: 66208 |

| | | | | |
|--|--|--------|---------------|----------------|
| Principal Information 1 (Owner/Partner/Officer) | <input type="checkbox"/> Owner/Partner: Percentage of Ownership ____ % or <input type="checkbox"/> Officer: Title ____ | | | |
| | First Name: | | MI: | DOB: |
| | Last Name: | | SSN: | |
| | Home Address: | | Home Phone #: | |
| | City: | State: | Zip Code: | Email Address: |
| | <i>Previous Address if Current Address is less than 2 Years</i> | | | |
| | Home Address: | | | |
| | City: | State: | Zip Code: | |

| | | | | |
|--|--|--------|---------------|----------------|
| Principal Information 2 (Owner/Partner/Officer) | <input type="checkbox"/> Owner/Partner: Percentage of Ownership ____ % or <input type="checkbox"/> Officer: Title ____ | | | |
| | First Name: | | MI: | DOB: |
| | Last Name: | | SSN: | |
| | Home Address: | | Home Phone #: | |
| | City: | State: | Zip Code: | Email Address: |

| | | | | | |
|---|---|---|--|-----------------------------------|-----------------------------------|
| Other Merchant Information | Average Sale Amount: \$ 130 | | Description of product or services offered: City Government | | |
| | Total Monthly Visa/MC/DISC Sales: \$ 11000 | | MCC: | | |
| | Card Present (swiped) 90 % | For Card Present Transactions, when does the customer receive the product or service? <input checked="" type="checkbox"/> Same Day <input type="checkbox"/> If not same day, ____ # of Days (include shipping time frame) For Card Not Present Transactions, when does the customer receive the product or service? <input type="checkbox"/> Same Day <input type="checkbox"/> If not same day, ____ # of Days (include shipping time frame) For Internet Transactions: List the product web site: _____ "Contact Us" email address: _____ | | | |
| | Card Present (not swiped) 10 % | | | | |
| | Mail Order _____ % | | | | |
| | Telephone Order _____ % | | | | |
| Internet _____ % | | | | | |
| Total = 100% | | | | | |
| Do you operate seasonally: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please check months <u>closed</u> : | | | | | |
| <input type="checkbox"/> January | <input type="checkbox"/> February | <input type="checkbox"/> March | <input type="checkbox"/> April | <input type="checkbox"/> May | <input type="checkbox"/> June |
| <input type="checkbox"/> July | <input type="checkbox"/> August | <input type="checkbox"/> September | <input type="checkbox"/> October | <input type="checkbox"/> November | <input type="checkbox"/> December |

| | | | |
|---------------------|-----------------------------------|----------------|----------------|
| Bank Account | (Checking Accounts only) | | |
| | Deposit Bank Name: | ABA/Routing #: | DDA Account #: |
| | Billing Bank Name (if different): | ABA/Routing #: | DDA Account #: |

| | | | | | |
|------------------------|---|-------------------------|--|--|--------------------------------------|
| Card Acceptance | Please check each card you wish to accept. <i>Note: acceptance of card types not selected will result in discount downgrades.</i> <input checked="" type="checkbox"/> All Visa/MasterCard/Discover Cards (JCB, DI, CUP) <input type="checkbox"/> Visa Credit <input type="checkbox"/> Visa Debit <input type="checkbox"/> MasterCard Credit <input type="checkbox"/> MasterCard Debit <input type="checkbox"/> Discover (JCB, DI, CUP) | Pricing Category | <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> MO/TO / Internet | <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> ARU | <input type="checkbox"/> Pay at Pump |
| | | | | | |

| | | | | | | |
|----------------------------|---|---|-----------------|-------------|---|--|
| Pricing Information | <input checked="" type="checkbox"/> AUTH FEE (charged on all V/MC & Discover auths) \$.10 | Other Authorizations: | Per Auth | Fees | One Time Fee Type: | |
| | <input type="checkbox"/> TIERED Qualified Rate Per Item Mid-Qual _____ % \$ _____ Non-Qual _____ % \$ _____ | WEX \$ _____ Other: \$ _____ Other: \$ _____ | | | Application Fee \$30 Installation/Training \$ _____ Wireless Set-Up Fee \$ _____ Rush Shipment \$ _____ Other: \$ _____ | |
| | Opt. <input type="checkbox"/> Check Card <input type="checkbox"/> Sprmkt <input type="checkbox"/> QPS/Small Tkt _____ % \$ _____ Opt. Rewards Tier _____ % \$ _____ Opt. Commercial Card Tier _____ % \$ _____ | ARU \$0.75 Operator Assisted \$0.90 AVS \$0.90 Bank Referral \$4.00 | | | Monthly Fee Type: Support Fee \$0 Statement Fee \$5 <input type="checkbox"/> Electronic Statement or <input checked="" type="checkbox"/> Paper Statement Statement Mailing Fee (For paper statements only) \$0 Minimum Discount \$35 Other: \$ _____ | |
| | <input type="checkbox"/> INT Differential Plus VISA - Qual _____ % \$ _____ MasterCard - Qual _____ % \$ _____ Discover - Qual _____ % \$ _____ Non-Qual _____ % \$ _____ | PIN Debit Authorizations: <input type="checkbox"/> INT PLUS/ASSOC (Monetary = IC PLUS) \$ _____ | | | Per Occurrence Fee Type: Chargeback Fee \$25 Return Item (NSF) Fee \$20 Other: \$ _____ | |
| | <input checked="" type="checkbox"/> INT PLUS .15 % \$ _____ <i>Above Rates are for all Card Acceptance types selected.</i> | | | | | |
| | Pricing Program (Required for IDP): | | | | | |

| | | | | | | | |
|--|--------------------------------|-----------------------|------------------------|---|------------------------------|-----------------------|-------------------|
| Point of Sale (Equipment or Software) | VAR Service Provider (Hosted): | | Gateway (optional): | | Aggregator: | | |
| | VAR Vendor (Distributed): | | VAR Product: | | VAR Version: | | |
| | Purchase or Lease | | | Purchase | | Lease* | |
| | Qty | POS Description | Item Code | Price per Unit | Term Monthly | Monthly Rate per Unit | Mon. Fee per Unit |
| | | | | \$ | | \$ | \$ |
| | | | | \$ | | \$ | \$ |
| | | | | \$ | | \$ | \$ |
| | | | | \$ | | \$ | \$ |
| | | | | \$ | | \$ | \$ |
| | Merchant Owns | | | Software/Wireless | | | |
| Qty | POS Description | Item Code | Reprogram Fee per Unit | Pin Pad Encryption | Mon. Fee per Unit | Per Auth Fee | |
| 1 | Tranz 380 X2 | T382 | \$0 | <input type="checkbox"/> | \$ | \$ | |
| | | | \$ | <input type="checkbox"/> | \$ | \$ | |
| | | | \$ | <input type="checkbox"/> | \$ | \$ | |
| Special Programs | | | | | | | |
| Qty | POS Description | Item Code | Price per Unit | Used | Equipment Back from Merchant | | |
| | | | \$ | | | | |
| *Please note that all leases MUST complete the section immediately below. Initials are required. | | | | All applicable state and local taxes will be applied. <input type="checkbox"/> Tax Exempt | | | |
| <input checked="" type="checkbox"/> THE LEASE IS A NON CANCELLABLE LEASE FOR THE FULL TERM OF _____ MOS. TOTAL MONTHLY PAYMENT OF \$ _____ plus taxes, if applicable. | | | | | | | |
| AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF MONTHLY PAYMENTS Merchant hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Merchant's monthly lease payment and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Merchant's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Merchant from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. This authorization shall remain in effect until Lessor has received written notice from Merchant of its termination. | | | | | | | |
| Bank Name: | | ABA/Routing #: | | DDA Account #: | | | |

| | | | | | | | | | | |
|----------------------------------|--------------|-------------|--|-----------------------------|---|---|-------------|---------------|--|--|
| Other Card Types Existing | | SE # | Auth Fee | Other Card Types New | American Express: | | | | | |
| | Amex | (10 digits) | \$ | | <input type="checkbox"/> ESA | <input checked="" type="checkbox"/> One Point | CAP # _____ | | | |
| | EBT | (7 digits) | \$ | | Monthly Volume: | \$ 1000 | | | | |
| | Other: _____ | | \$ | | <input checked="" type="checkbox"/> Amex Rate | 2.89 % | | \$.15 | | |
| | Other: _____ | | \$ | | CNP Downgrade | 0.30 % | | \$ _____ | | |
| Other: _____ | | \$ | <input type="checkbox"/> Flat Fee Option (ESA only): | | \$ 7.95 | | | | | |

| | |
|--------------|--|
| Debit | <input type="checkbox"/> Debit - Includes INLK (Interlink), MSTO (Maestro), ACCL (Accell), AFFN, ALAS (Alaska), CU24, ITS (Shazam), NETS, NYCE, PULSE and STAR |
|--------------|--|

| | |
|-------------------|--|
| Money Mngr | <input type="checkbox"/> Money Manager Vendor: _____ |
| | <input type="checkbox"/> Working Capital Vendor: _____ |

| | |
|---------------------|---|
| Report Tools | <input type="checkbox"/> MCP # Users _____ Monthly Fee \$ _____ Set Up Type (check one) <input type="checkbox"/> MID <input type="checkbox"/> CHN <input type="checkbox"/> ENT Set Up Fee \$ _____ |
| | <input type="checkbox"/> MCP with OCM # Users _____ Monthly Fee \$ _____ Set Up Type (check one) <input type="checkbox"/> MID <input type="checkbox"/> CHN <input type="checkbox"/> ENT Set Up Fee \$ _____ |
| | <input type="checkbox"/> ACS Remote ID _____ Set Up Fee \$ _____ Monthly Fee \$ _____ |

| | | | |
|--|---|--|-----------------------------------|
| ECS Product Selection and Pricing | Processing Options: <input type="checkbox"/> POP (POS Image) <input type="checkbox"/> ARC (POS Image) <input type="checkbox"/> BOC (<input type="checkbox"/> POS Image or <input type="checkbox"/> Cash Office Image) | | |
| | 1. ANNUAL check volume: \$ _____ | 2. Average check amount: \$ _____ | 3. Maximum check amount: \$ _____ |
| | ECS Monthly Minimum: \$ _____ | | Additional Service Options |
| | <input type="checkbox"/> Conversion with Guarantee Guarantee Rate: _____ % Per Transaction: \$ _____ | | |
| <input type="checkbox"/> Conversion with Verification <input type="checkbox"/> Collections Per Transaction: \$ _____ Per Return Transaction: \$ _____ | | | |
| <input type="checkbox"/> Conversion Only <input type="checkbox"/> Collections Per Transaction: \$ _____ Per Return Transaction: \$ _____ | | Please check box for each additional service option <input type="checkbox"/> NSF Service Fee Processing @ \$2.00 per NSF item. Not applicable for POP Guarantee and all ARC products <input type="checkbox"/> Enquire Reporting Access: # users: _____ @ \$29.95 each per month <input type="checkbox"/> Turn off return memo advices | |

| | | | | | | | | | |
|-----------------------------------|---------------------------------|----------------------|--------------|--------------------|---|--|--|--|--|
| EGC Cards | Card Style | Card Quantity | Price | EGC Pricing | <input type="checkbox"/> Monthly Pricing: \$ _____ per month (Includes _____ transactions per location annually. Additional transaction billed \$0.29 per transaction) OR <input type="checkbox"/> Transaction Pricing: \$ _____ per transaction and \$ _____ per month. | | | | |
| | <input type="checkbox"/> Basic | _____ | \$ _____ | | | | | | |
| <input type="checkbox"/> Standard | _____ | \$ _____ | | | | | | | |
| | <input type="checkbox"/> Custom | _____ | \$ _____ | | Max Card Value \$ _____ (Default \$500) | | | | |

| | | | | | | | | | | |
|---------------------|--|---|--|--|-------------------------|--|--|--|--|--|
| EGC Carriers | <input type="checkbox"/> Card Carriers (enter total cards) # _____ of Style _____ \$ _____ X _____ # _____ of Style _____ \$ _____ X _____ # _____ of Style _____ \$ _____ X _____ (Multiples of 100 only) | | | | EGC Service Fees | <input type="checkbox"/> Service Fees (Cardholder charged on unused balances) - Custom Cards are required - Fee Merchant charged per Transaction \$0.12 - Apply same to all states? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (if no, complete for each state) Fee Amount: \$ _____ Applied: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually Beginning: _____ Months after last Transaction date (cannot be less than 12 mos) Lock Balances After: _____ Months of non-use (default 72 months, cannot be less than 60 months) | | | | |
| | EGC Options | <input type="checkbox"/> Monthly Online Admin - # _____ Users \$ _____ <input type="checkbox"/> Graphic Design Service \$ _____ <input type="checkbox"/> Custom Card Upgrade \$ _____ <input type="checkbox"/> Misc Fee - _____ \$ _____ <input type="checkbox"/> Misc Fee - _____ \$ _____ | | | | | | | | |
| EGC Network | <input type="checkbox"/> Elavon <input type="checkbox"/> Givex | | | | VAR | VAR Manufacturer: _____ VAR Software: _____ Version: _____ | | | | |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| EGC Standard Card Order Details | Card Style: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Text Color: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Justification: <input type="checkbox"/> Left <input type="checkbox"/> Center <input type="checkbox"/> Right <input type="checkbox"/> As submitted | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Imprint: <input type="checkbox"/> Logo (To avoid delay, please submit artwork to: EGCArtwork@Elavon.com) OR <input type="checkbox"/> Text (Imprinting details MUST be entered below) ♦ Font (select ONE): <input type="checkbox"/> Arial <input type="checkbox"/> Font Style <input type="checkbox"/> Times New Roman ♦ Text Case (select ONE): <input type="checkbox"/> Title Case <input type="checkbox"/> UPPER CASE <input type="checkbox"/> lower case <input type="checkbox"/> As submitted | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse; height: 100px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|------------------|--|
| EGC Notes | |
|------------------|--|

Merchant Application

| | | | | |
|---|---|--|--------------------------------|-------|
| Substitute Form W-9 | Business Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Public Corp <input type="checkbox"/> Closely Held Corp <input type="checkbox"/> Sub S Corp <input checked="" type="checkbox"/> Government <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Tax Exempt Organization (include documents that support Exempt Status) <input type="checkbox"/> Other (Assn/Estate/Trust) <input type="checkbox"/> Limited Liability Company – Tax Classification (D=disregarded entity, C=corporation, P=partnership): (If LLC, please indicate D, C or P) | | | |
| | Name*: City of Prairie Village <i>*Name (of business) as shown on your business income tax returns. For Sole Proprietors, this should always be the owner's name.</i> | | | |
| Address: 7700 Mission Rd | | TIN (Employer Identification #): 48-6077081 | | |
| City: Prairie Village | State: KS | Zip Code: 66208 | or TIN (Social Security #): | |
| Merchant Representations and Certifications | Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. Further, by signing below, if leasing equipment, Merchant and its representative(s) agree that the Leased Equipment is subject to the terms and conditions set forth in the Terms of Service ("TOS") and have had an opportunity to review such terms. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application, the TOS and the Merchant Operating Guide ("MOG") incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_ENG.pdf , respectively. If Merchant does not have access to view the TOS or MOG at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or MOG, Merchant agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS and MOG. If Merchant terminates within one year of the date set forth below, Merchant will immediately pay Elavon, as liquidated damages, an early termination fee equal to \$295, in addition to all other amounts owed. If Merchant terminates at any time during the second or third year of the date set forth below, the Merchant will pay, as liquidated damages, a termination fee equal to \$195, in addition to all other amounts owed. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Elavon will use best efforts to debit the Merchant's account in the amount of the applicable termination fee within sixty (60) days of receipt of Merchant's written notice of termination. | | | |
| | IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the individual and business history and background of Merchant, each such representative and any other officers, partners, proprietors, and/or owners of Merchant, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us. This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original. Merchant understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that merchant will not receive a Chargeback for that Transaction. | | | |
| | All merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 merchants (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Merchant will be charged either the Annual PCI Fee or the Annual Administration Fee described below. Annual PCI Fee of up to \$175 per merchant account number, based on connectivity, number of merchant locations and then-current cost to Elavon of the services, will be charged to merchants that use the services of the qualified third party assessor with whom Elavon has partnered. Elavon will waive this fee in year one, charging the fee in subsequent years on or about the anniversary date of account approval. Annual Administration Fee of \$35 will be charged to merchants that use the services of another qualified assessor and attest to PCI DSS validation on the website designated by Elavon. Any merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$25 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions. If leasing equipment, Merchant agrees to pay "Lessor" an annual fee in an amount not to exceed \$50.00 for the administration, billing and tracking of certain taxes and charges related to the Leased Equipment. | | | |
| | Under penalties of perjury, Merchant certifies that: 1. The number shown on this Merchant Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person. For federal tax purposes, you are considered a U.S. person if you are: an individual who is a U.S. citizen, or U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in Regulations section 301.7701-7). American Express Acceptance Agreement - By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Elavon and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates, as defined in the AXP Agreement, to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclosing such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Elavon, AXP, AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be sent a copy of the AXP Agreement and materials welcoming it, either to AXP's program for Elavon to perform services for AXP or AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Elavon servicing program that the entity may be enrolled in American Express's standard Card acceptance program, and the entity may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the AXP Agreement. | | | |
| *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. | | | | |
| Signature: X | | Printed Name: | Title: | |
| Signature: X | | Printed Name: | Title: | |
| Signature: X | | Printed Name: | Date: | |
| Signature: X | | Printed Name: | Date: | |
| Personal Guaranty | As a primary inducement to us to accept this Merchant Application, the undersigned Guarantor(s), by signing the Merchant Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Merchant Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Merchant. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Merchant Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act. | | | |
| | Signature: X | | Printed Name: | Date: |
| Signature: X | | Printed Name: | Date: | |
| Submitted By | To the best of my knowledge, I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's owner(s) or officer(s), as appropriate. | | | |
| | Sales Rep Signature: X | Printed Name: | Rep ID #: Date: | |
| Office Use Only | Accepted by Elavon, Inc.: | | Date: | |
| | Accepted by Member: | | Date: | |

What Happens Next?

Thank you for choosing us as your payment processor. We look forward to providing you with the best customer service in the industry.

Below are the steps that will be taken to get you up and running quickly.

- 1. Application and Credit Underwriting**
Your application will be sent to our Operations center for processing. It will be checked for completeness and accuracy. Our credit underwriting specialists will review the information provided, perform the necessary analysis, and approve or decline the application. We will contact you within 24-72 hours if we need you to provide additional information.
- 2. Deployment**
Once your application is approved and entered into our systems, our deployment team will prepare any equipment or software for shipment. You should receive your package within two-five days, depending on the method of shipping selected. Look inside the box for your Getting Started Kit — it contains a packing list, your Merchant Identification Number (MID), support materials, and information about training and service.
- 3. Training**
Once you receive your package, please call the training number located in your Getting Started Kit to speak with one of our representatives. If we don't hear from you, we will contact you to schedule a session. The session will cover information about credit card processing, how to set up use your processing terminal or software solution, and where to find helpful information.
- 4. PCI Compliance Validation Process**
Complete your Payment Card Industry Data Security Standard (PCI DSS) validation. Visit our PCI website, <http://pci.elavon.com>, for education and tips on protecting cardholder data. You can also connect with our Visa® and MasterCard® accredited Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV). You must provide a certificate of compliance validation within ninety days (90) of account approval to avoid a monthly non-compliance fee.
- 5. Communications**
You will receive an email from Elavon that contains helpful information about processing with us, as well as a quick link to MerchantConnect, our free online support tool. You will also receive a survey that will ask you to score us on a number of factors. We value your feedback, and ask that you kindly take two minutes to rate the sales process, training process, and overall level of service. We will periodically send you information to keep you informed about things that impact your business.
- 6. Service**
Help is always just a phone call away — we operate a 24/7 call center. For free online access to your account, go to www.merchantconnect.com. You can view your statement, display recent deposits, view chargeback and retrieval requests, access customer support, and much more.

Thank you for your business. We look forward to providing you the very best in service.



PARKS & RECREATION

Parks & Recreation Meeting Date: January 12, 2011
Council Committee Meeting Date: January 18, 2011

COU2011-03 Consider approval of the 2011 SuperPass Interlocal Agreement

RECOMMENDATION

Recommend approval of the agreement by and among the City of Prairie Village, Kansas, the City of Merriam, Kansas, the City of Leawood, Kansas, the City of Mission, Kansas, the City of Fairway, Kansas, the City of Roeland Park, Kansas, and Johnson County Parks and Recreation District for use of swimming pool facilities.

BACKGROUND

The 2010 Superpass program was considered a success by all of the partner cities. In 2010 the program was enhanced by the addition of Leawood to the roster of facilities and the allowance of non-residents to become SuperPass members.

Total usage between all cities increased from 9,023 visits in 2009 to 20,960 visits in 2010. The Prairie Village Pool alone saw an increase in both sales and visits with total revenue generated doubling from 2009 levels to \$12,007. Over 25% of all Prairie Village residents that purchased a pool membership in 2010 also purchased a SuperPass with visits to other partner pools totaling 5,144.

There was some concern voiced to staff that due to the differences in membership prices between the cities it was possible for a resident of one particular city to purchase a resident membership in their city plus a Superpass and attend the Prairie Village Pool at a lower cost than a Prairie Village resident pass. Staff voiced concern over the disparity in rates between the cities and while the gap could not be completely closed it has been reduced to ~\$20 by modifying different fees.

Resident SuperPass rates will increase from \$30 family/\$15 individual to \$40/\$20; non-resident rates are increasing from \$50 family/\$25 individual to \$55/\$30. A family will once again be defined as five individuals with an additional \$5 for any extra members.

FINANCIAL IMPACT

In 2010 the program generated ~\$12,000 for the city, double the 2009 amount.

ATTACHMENTS

Pool usage agreement between the cities of Prairie Village, Merriam, Leawood, Mission, Fairway, Roeland Park, and the Johnson County Parks District.

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 1/14/2011

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, , THE CITY OF MERRIAM, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, THE CITY OF ROELAND PARK, KANSAS, AND JOHNSON COUNTY, KANSAS PARKS AND RECREATION DISTRICT FOR USE OF SWIMMING POOL FACILITIES

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Merriam, Kansas (“Merriam”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), the City of Roeland Park, Kansas (“Roeland Park”), and Johnson County, Kansas Parks and Recreation District (“Parks District”) as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Merriam, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”) and the Parks District as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2011 swim season with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the parties to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the parties to this Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this agreement is establish cooperation among the Cities, and the Parks District as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2011 swim season, which commences approximately May 28, 2011 and ends approximately September 5, 2011.

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2011 swim season, each City shall establish and authorize a category of pool pass entitled "Super Pool Pass" with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, defined below, who are purchasing a family or individual season pass to that City's Pool Facilities. As to each City, the term "Qualified Patron" means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding two years.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$40 per up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$20 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$55 per up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$30 per individual category of seasonal pool pass.

c. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

d. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2011 swim season.

f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how many

individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of June, July, August and at the end of the season, to the Assistant to the City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the “Shared Revenue”) in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2011 swim season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff or (b) operated by a professional pool management company engaged by the city.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[signature pages follow]

CITY OF FAIRWAY, KANSAS

By _____
Jerry Wiley, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LEAWOOD, KANSAS

By _____
Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERRIAM, KANSAS

By _____
Ken Sissom, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____
Laura McConwell, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____
Ronald L. Shaffer, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____
Adrienne Foster, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

By _____

Printed Name:
Board Chair

Attest:

Secretary

Approved as to Form:

District Legal Counsel

Exhibit A

| CITY | OUTDOOR POOL FACILITIES |
|--|---|
| Fairway | 6136 Mission Road Fairway, KS 66205 |
| Leawood | 10601 Lee Boulevard Leawood, KS 66206 |
| Merriam | 6040 Slater Merriam, KS 66202 |
| Mission | 6090 Woodson Road Mission, KS 66202 |
| Prairie Village | 7711 Delmar Street Prairie Village, KS 66208 |
| Roeland Park/Parks and Recreation District | 4843 Rosewood Drive Roeland Park, KS 66205 |



PARK AND RECREATION COMMITTEE

Park and Recreation Committee Meeting Date: January 12, 2011
Council Committee Meeting Date: January 18, 2011

COU2011-04:

Consider 2011 Recreation Fee Schedule

RECOMMENDATION

Park and Recreation Committee recommend the approval of the 2011 Recreation Fee Schedule as written.

BACKGROUND

Per Council direction recreation fees are raised each year to keep pace with salary increases. After a comparison with our neighboring communities, careful consideration of the current state of the economy, and a 2% salary increase staff recommends holding resident fees at 2010 levels. Furthermore, staff recommends rolling back non-resident pool membership rates to match those of Fairway, the second highest rates in NE JoCo.

Non-resident rates have historically been set considerably higher to avoid potential overcrowding. However, with the advent of the SuperPass the belief is higher non-resident rates force newer residents of non-SuperPass cities to buy memberships at other SuperPass cities while potentially still coming to the Prairie Village Pool. Lowering the non-resident rates to Fairway levels will bring us more in line with our 'competitors.'

Membership rates at partnering SuperPass cities:

| | RESIDENT | | NON-RESIDENT | |
|------------------------|----------|------------|--------------|------------|
| | Family | Individual | Family | Individual |
| Mission | \$90 | \$55 | \$140 | \$85 |
| Merriam | \$100 | \$64 | \$158 | \$100 |
| Leawood | - | \$35 | - | \$50 |
| Roeland Park | \$110 | \$65 | \$165 | \$110 |
| Fairway | \$120 | \$75 | \$250 | \$150 |
| Prairie Village | \$150 | \$72 | \$290 | \$153 |

Excerpt of unapproved Park & Recreation Committee minutes (1/12/2011):

Jim Bernard Jr. recommends City Council approve the recommended 2011 Recreation Fee Schedule as written. Kathy Peterson seconded and the motion carried.

FINANCIAL IMPACT

All things held the same as 2010, membership revenues would decrease ~\$4,200 if the lower rates didn't attract new non-residents.

ATTACHMENTS

Recommended 2011 Recreation Fee Schedule

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 1/07/11

2011 Recreation Fee Schedule

| RESIDENT | 2010 | 2011 Recommendation | Increase |
|----------------------|-------------|----------------------------|-----------------|
| Household of 4 | \$150 | \$150 | 0.00% |
| Two Person Family | \$140 | \$140 | 0.00% |
| Individual | \$72 | \$72 | 0.00% |
| Senior | \$55 | \$55 | 0.00% |
| 10 Swim | \$50 | \$50 | 0.00% |
| | | | 0.00% |
| NON-RESIDENT | | | |
| Household of 4 | \$290 | \$250 | -13.8% |
| Individual | \$153 | \$150 | -1.96% |
| Senior | \$100 | \$100 | 0.00% |
| Child | \$100 | \$100 | 0.00% |
| 10 Swim | \$55 | \$55 | 0.00% |
| | | | -3.94% |
| AQUATICS | | | |
| Resident | \$97 | \$97 | 0.00% |
| additional child | \$91 | \$91 | 0.00% |
| NR w/o membership | \$138 | \$138 | 0.00% |
| NR w/membership | \$96 | \$96 | 0.00% |
| Lessons (.5 hr) | \$30 | \$30 | 0.00% |
| | | | 0.00% |
| TENNIS | | | |
| JTL | \$92 | \$92 | 0.00% |
| additional child | \$86 | \$86 | 0.00% |
| Pee-Wee | \$41 | \$41 | 0.00% |
| Mighty Mites | \$54 | \$54 | 0.00% |
| Future Stars | \$54 | \$54 | 0.00% |
| Adult Lessons | \$62 | \$62 | 0.00% |
| Private (.5 hr) | \$23 | \$23 | 0.00% |
| Semi-Private (.5 hr) | \$15 | \$15 | 0.00% |
| Three & a Pro (hour) | \$17 | \$17 | 0.00% |
| | | | 0.00% |
| POOL RENTAL | 387 | \$387 | 0.00% |

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
January 18, 2011
7:30 p.m.**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC PARTICIPATION
- V. CONSENT AGENDA

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (Roll Call Vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff:

1. Approve Regular Council Meeting Minutes - December 20, 2010
2. Approve Claims Ordinance 2879
3. Approve the purchase of five (5) 2011 Ford Crown Victorias for no more than \$24,000 per vehicle. Two (2) of the units will be paid for by the City of Mission Hills
4. Approve Pool Usage agreement with Fairway, Leawood, Mission, Merriam, Johnson County Park and Recreation District and Roeland Park on Swim and Dive Meet Days
5. Approve Amendments to Council Policy: CP526 - Reservation of Ball fields as written
6. Approve Recreation Contracts with British Soccer and Challenger Sports

By Committee:

7. Approve an agreement with Swartz Consulting, LLC for telephone systems consulting related to preparation of an RFP and telecommunications project management process (Council Committee of the Whole Minutes - December 20, 2010)

- VI. MAYOR'S REPORT
- VII. COMMITTEE REPORT

Council Committee of the Whole

COU2011-01 Consider Approval of amendments to the Police Pension Plan -Charles Clark

COU2011-02 Consider Approval of Agreement with UMB Bank for Banking Services - Charles Clark

Consider Personnel Policy regarding information technology usage and revisions to Council Policy 036 entitled "Records Management Program" (Council Committee of the Whole - December 20, 2010) - Charles Clark

Planning Commission

Consider Final Plat for UMB Prairie Village Branch Bank

- VIII. STAFF REPORTS
- IX. OLD BUSINESS
- X. NEW BUSINESS
- XI. ANNOUNCEMENTS
- XII. ADJOURNMENT

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 381-6464, Extension 4616, no later than 48 hours prior to the beginning of the meeting.

If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

January 18, 2011

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
DECEMBER 20, 2010

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 20, 2010 at 7:30 pm in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council Members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz.

Also present were: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator, Nic Sanders, Human Resources Specialist and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led all those present in the Pledge of Allegiance.

PUBLIC PARTICIPATION

Scott Curry, 1110 East 2100 Road, addressed the Council regarding the award the contract for Custodial Services for the City. He stated he has provided that service for the past 30 years and would like to continue to do so. Mayor Shaffer stated that he was aware that this item will be removed from the Consent Agenda and will be

discussed during the meeting. He asked Mr. Curry to remain in case Council members had any questions.

CONSENT AGENDA

Ruth Hopkins asked that item #12 be removed from the Consent Agenda. Diana Ewy Sharp asked for items #12 & #13 be removed. Charles Clark moved approval of the Consent Agenda for December 20, 2010 items #1 - #11:

1. Approve Regular Council Meeting Minutes - December 6, 2010
2. Approve Claims Ordinance 2878
3. Ratify the Mayor's appointment of Yuliya Matskevych and Ivan Novikov to serve as Student Representatives on the Prairie Village Sister City Committee
4. Approve the renewal of a contract with the city's Prosecutor, Deb Vermillion
5. Approve a contract with Attorney Lenin Guerra to provide Public Defender services to Spanish speaking defendants
6. Approve the renewal of a contract with Animal Medical Center to provide Animal Care Services
7. Adopt Resolution 2010-15 establishing 2011 Salary Ranges
8. Approve a three year weather services contract with Weather or Not for weather forecasting services
9. Approve a three year contract with Coffee Plus for coffee services
10. Approve a three year contract with Deffenbaugh Industries Inc for roll-off container services
11. Approve a three year contract with Lexington Plumbing for plumbing services
12. Removed
13. Removed

A roll call vote was taken with the following members voting "aye": Herrera, Warman, Hopkins, Noll, Kelly, Wang, Wassmer, Beckerman, Clark, Morrison, Ewy Sharp and Belz.

Ruth Hopkins stated six years ago Mr. Curry was not low bid and she felt very strongly at that time, as she does now, that items other than the dollar bid should be considered in determining the award of a bid for services. She would like to have staff look into adopting language that would allow for possible automatic renewal of contracts and into having more flexibility for Council to consider factors other than solely the dollar

bid when awarding service contracts. She would like to see Mr. Curry's contract renewed.

Al Herrera stated he felt it was important to consider the City's relationship with the contractor. He noted there have been a number of times when Mr. Curry has made special trips in to clean before or after events. He is supportive of renewing his contract.

Dale Warman agreed with the previous comments and noted the price difference in the bid may be offset by the knowledge and experience of a long-term contractor over the training period for a new employee and also noted the level of trust built with the current provider is important due to his access to all areas of City facilities.

Laura Wassmer moved the City Council approve a three year contract with Sanitol for custodial services. The motion was seconded by Dale Beckerman and passed unanimously.

Ruth Hopkins asked that staff investigate ways to allow more flexibility in the awarding of contracts. Quinn Bennion responded he would add the review of the City's Purchasing Policy to a future Council Committee agenda.

Mayor Shaffer called upon Diana Ewy Sharp for discussion on item #13.

Diana Ewy Sharp noted her concerns on this item are similar to those discussed on the previous item. The current tree services agreement is held by VanBooven Lawn & Landscape. The dollar difference between the two low bidders in the first year is \$600. She would like the Council to discuss the award of this bid not solely on cost. She stated VanBooven Lawn has provided excellent service in the past and noted that Greg VanBooven is a Prairie Village resident and serves on the City's Tree Board.

David Belz asked if staff had any concerns with the past services. Quinn Bennion responded performance issues are not addressed by the City's Purchasing

Policy except that the incumbent was qualified. The Purchasing Policy establishes a uniform policy for bid solicitation. This policy is intended to provide a method for the most prudent and effective expenditure of City funds for the maximum protection of the taxpayer. Criteria other than cost are not addressed by the policy.

Mayor Shaffer asked about the status of the City of Olathe's discussions regarding a local vendor policy. Quinn Bennion and Katie Logan stated that it was discussed but not passed.

Michael Kelly asked if other cities addressed other criteria.

Ruth Hopkins stated she objects to always having to take the low bid. She feels it is possible to have additional criteria considered and would like to see the City move in that direction.

Dale Warman stated if the current provider was doing acceptable work, he would support not going out to bid. He felt it was unfair to vendors to go out to bid and not follow the established process.

Diana Ewy Sharp confirmed previous bids and current contacts are public records and could be obtained prior to preparing a bid.

Diana Ewy Sharp moved the City Council approve a three year contract with VanBooven Lawn Landscape & Tree Care for City tree services. The motion was seconded by David Morrison and passed unanimously.

MAYOR'S REPORT

Mayor Shaffer read a letter he received acknowledging the awarding of the designation of Certified Municipal Clerk by the International Institute of Municipal Clerks to Deputy City Clerk Jeanne Koontz. Mayor Shaffer presented Ms Koontz with a

certificate commending this achievement and a plaque acknowledging the award. Jeanne Koontz thanked the Council for their financial support that allowed her to achieve this honor.

Mayor Shaffer reported that over the weekend several unused Christmas trees had been dropped at Porter Park. This was brought to his attention by Prairie Village residents and it was suggested that they be donated to those in need. After making a number of calls it was arranged for Public Works crews to take the trees to Cross Lines in Kansas City, Kansas where several individuals were waiting for the trees when the truck arrived. He thanked staff for their assistance in coordinating this and noted the local news station is running a feature on the gifted trees.

Mayor Shaffer reported on several events he attended in the past two weeks representing the City including retirements, holiday events, three DARE graduations, Northeast Johnson County legislative breakfast and meetings of the Northeast Johnson County Mayors.

COMMITTEE REPORTS

Council Committee of the Whole

On behalf of the Council Committee of the Whole, Charles Clark moved the Governing Body approve a Design Agreement with Affinis Corporation for the preliminary and final design of Cambridge Street from 78th Street to 79th Terrace in the amount of \$71,260.00. The motion was seconded by Laura Wassmer and passed unanimously.

STAFF REPORTS

Administration

- The Legislative Breakfast & Retreat will be held on Saturday, February 5th. Charles Clark added the discussion at the retreat will focus on the capital budget, current status of infrastructure, how to cover costs to maintain, repair or replace as needed. Al Herrera asked that the event be held in Prairie Village.
- Chris stated he has contacted the League of Kansas Municipalities to provide a history of the funding of gas and liquor taxes.
- Quinn Bennion announced the City's new website will launch at the end of the month and will continue to be updated with additional information added by staff.
- The search for a new Finance Director will begin in January with the hope to have someone in place by the end of April.
- Quinn Bennion noted that he will be out of town on vacation beginning December 22nd through the end of the year. Mayor Shaffer announced that staff reports were given at the Council Committee of the Whole meeting.

OLD BUSINESS

The Council continued their discussion on a resident's request to take action on potential code violations in conjunction with the Christmas display at 7611 Falmouth.

Ruth Hopkins confirmed with the City Attorney that the resident could bring civil suit against Mr. Babick. Mr. Enslinger replied this has been discussed with Mr. Isom. Dale Beckerman asked if there were grounds for a suit by Mr. Isom against the City. Ms. Logan responded she did not feel there is cause for a suit against the City. Mr. Beckerman stated he is not in favor of the City recommending neighbors sue one another.

Dennis Enslinger stated that some cities have regulated holiday displays through their zoning codes through special use permits. Criteria would have to be established to determine when a special use permit is applicable. Laura Wassmer asked if Mr. Babick could be required to provide private security during the time the display was open instead of the City having to do extra patrols of the area. Mr. Enslinger replied some special use permits have similar conditions. Ms Wassmer stated she would like to

review what other cities have done to address holiday displays. Mr. Enslinger noted it would not address the current situation as the zoning codes are not in place.

Michael Kelly noted the similarity of this to events such as Villagefest and Jazzfest bringing large crowds of people to an area; however, noted that as these are 1 day events, Mr. Babick's display covers a six to eight week period of time attracting thousands of people. He feels the issue is not the event, but rather, the impact of the event on the community. He would also like to see how other cities address this issue.

Dennis Enslinger pointed out there are differences between residential activities done by individuals and public or commercial activities done by groups. Laura Wassmer suggested the length of the event would be valid criteria with anything exceeding 30 days requiring permitting.

Diana Ewy Sharp stated that whatever is done has to be done equitably and noted the action being discussed would require a significant amount of staff time and work.

Andrew Wang stated he supports having quantitative criteria and feels that one could be if the display required individuals to get out of their vehicle rather than simply driving through the area to view the display. David Belz stated he would like to view what others are doing but expressed caution in regulating such displays.

Dennis Enslinger stated a special use permit must be tied to a use and any similar activities would have to be regulated.

Dale Warman noted it is the City's responsibility to protect citizens and noted this has been going on for the past several years and needs to finally be addressed by the City. David Morrison disagreed stating the impact of this display is not all negative. It is a matter of perception and viewed by some as a community treasure bringing people to

Prairie Village and viewed by others as a community nuisance. He urged the Council to be very careful in setting regulations on what can be done on private property.

Dale Beckerman stated a resident does not have the right to tie up a local street for 35 days. He feels the City needs to regulate this so these problems do not continue to occur year after year.

Diana Ewy Sharp questioned if this was an appropriate use of staff time. If this is a safety issue, she is ok with regulation. Dale Beckerman encouraged requiring permit for all displays meeting established criteria. Al Herrera disagreed stating this would require a significant expenditure of staff time due to the number and different types of displays throughout the City.

NEW BUSINESS

Diana Ewy Sharp shared memories of long-time City volunteer Jim Hanson who died last week. Jim was very proud to have been awarded the Community Spirit Award in 2007. Mrs. Ewy Sharp thanked the Council for support of this annual recognition given in conjunction with Villagefest.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

| | | |
|--------------------------------|------------|-----------|
| Council Committee of the Whole | 01/03/2011 | 6:00 p.m. |
| City Council | 01/03/2011 | 7:30 p.m. |

=====
The Prairie Village Arts Council is pleased to announce an India ink exhibit by Carol Miller in the R. G. Endres Gallery for the month of January.

Mayor Shaffer acknowledged a press release on the induction of Councilman Dale Warman into the City of Lenexa Hall of Fame and congratulated Mr. Warman on this honor.

The City Offices will be closed on Friday, December 24th and Friday, December 31st in observance of the Christmas and New Year's holidays. Solid waste and recycling pick-up will be done Monday through Friday (normal schedule) both weeks.

The City Clerk's office has a new style of ceramic coffee mug for sale. They are \$5.00 each.

The 50th Anniversary books, Prairie Village Our Story, are being sold to the public.

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 8:30 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

January 3, 2011

**Copy of Ordinance
2879**

Ordinance Page No.

An Ordinance Making Appropriate for the Payment of Certain Claims.
Be it ordained by the governing body of the City of Prairie Village, Kansas.

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

| NAME | WARRANT NUMBER | AMOUNT | TOTAL |
|---|----------------|------------|------------------------|
| EXPENDITURES: | | | |
| Accounts Payable | | | |
| 96305-96329 | 12/17/2010 | 1,050.00 | |
| 96330-96335 | 12/3/2010 | 4,051.09 | |
| 96336-96425 | 12/10/2010 | 587,912.32 | |
| 96426-96439 | 12/17/2010 | 188,827.87 | |
| 96440-96509 | 12/23/2010 | 404,136.11 | |
| | | | |
| Payroll Expenditures | | | |
| 12/3/2010 | | 240,418.89 | |
| 12/17/2010 | | 245,783.60 | |
| 12/30/2010 | | 242,423.64 | |
| | | | |
| Electronic Payments | | | |
| Intrust Bank -credit card fees (General Oper) | | 888.13 | |
| Intrust Bank - fee | | 331.96 | |
| KCP&L | | 7,219.73 | |
| Wageworks - Section 125 admin fees | | 252.92 | |
| Intrust Bank - purchasing card transactions | | 9,847.45 | |
| Kansas Gas | | 1,426.91 | |
| Marshall & Iisley - Police Pension Remittance | | 10,922.20 | |
| State Sales Tax Quarterly | | 102.24 | |
| | | | |
| TOTAL EXPENDITURES: | | | \$ 1,945,595.06 |
| | | | |
| Voided Checks | | | |
| | | | |
| TOTAL VOIDED CHECKS: | | | - |
| | | | |
| GRAND TOTAL CLAIMS ORDINANCE | | | 1,945,595.06 |

Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 3rd day of January 2011.

Signed or Approved this 3rd day of January 2011.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



POLICE DEPARTMENT

Council Committee Meeting Date: January 18, 2011

CONSENT AGENDA: PURCHASE REQUEST OF POLICE VEHICLES

RECOMMENDATION

Staff recommends the purchase of five (5) 2011 Ford Crown Victorias for no more than \$24,000 per vehicle. Two (2) of the units will be paid for by the City of Mission Hills.

Shawnee Mission Ford was awarded the Mid America Council of Public Purchasing (MACPP) Metropolitan Joint Vehicle Bid.

COUNCIL ACTION REQUESTED ON JANUARY 18, 2011.

BACKGROUND

On an annual basis, the Police Department replaces older police units due to age, mileage, and/or maintenance problems. The Department is seeking authorization to purchase these units from Shawnee Mission Ford, who was awarded the 2011 MACPP Metro Bid. The approximate build time for these cars is 120-150 days.

This purchase was previously approved by the City Council as part of the 2011 Public Safety Budget.

FUNDING SOURCE

01-03-25-7100 - \$72,000

PREPARED BY

Capt. Tim M. Schwartzkopf
Patrol Commander
Date: January 11, 2011



PARKS & RECREATION COMMITTEE

Parks & Recreation Meeting Date: January 12, 2011
Council Meeting Date: January 18, 2011

Consent Agenda: Consider Pool Usage agreement with Fairway, Leawood, Mission, Merriam, JCPRD and Roeland Park on Swim and Dive Meet Days.

RECOMMENDATION

Staff recommends the approval of the Pool Usage Agreement between Prairie Village, Fairway, Leawood, Mission, Merriam, Johnson County Parks and Recreation District and Roeland Park.

BACKGROUND

A common complaint at area pools is the inability to accommodate patrons when an entire pool complex is closed to facilitate a swim or dive meet. As part of SuperPass discussions in 2009 it was proposed to open member pools that are not hosting meets to all membership holders, not only SuperPass holders. This program is a service enhancement to our residents and has been a great success over the last two years.

FINANCIAL IMPACT

Negligible - This arrangement opens our pool on no more than five days to other cities' pool members. Swim and Dive season is only five weeks long and of the ten combined meets we host five. These meets occur during the week, not on the busy weekends.

ATTACHMENTS

Interlocal Agreement between Prairie Village, Fairway, Leawood, Mission, Merriam, Johnson County Parks and Recreation District and Roeland Park.

PREPARED BY

Chris Engel
Assistant to the City Administrator
Date: 1/12/2011

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this ___ day of _____, by and between the **Johnson County Park & Recreation District** and the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, Mission and Merriam** (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2011 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
5. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2012 season.
6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or

death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

CITY OF FAIRWAY, KANSAS

By: _____
Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Mayor

Attest: _____

CITY OF MERRIAM, KANSAS

By: _____
Mayor

Attest: _____

CITY OF ROELAND PARK, KANSAS

By: _____
Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

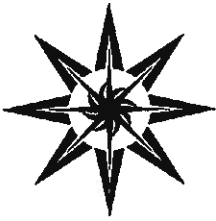
By: _____
Mayor

Attest: _____

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: _____

Attest: _____



PARK & RECREATION COMMITTEE

Parks and Recreation Committee Meeting Date: January 12, 2011
Council Meeting Date: January 18, 2011

Consent Agenda: Consider Amendments to Council Policy: CP526- Reservation of Ballfields

RECOMMENDATION

Staff recommends approval of the amendments to City Council Policy: CP526 -Reservation of Ballfields as written.

BACKGROUND

CP526 was established to provide maximum utilization of the City's playing fields. Over the years requests for Prairie Village fields have increased and the variety of requested uses has evolved. Accordingly, staff practices have changed to accommodate by holding a lottery in late January/early February to settle conflicting field requests. In addition, there is an increase in teams that request adjacent fields at the same times to accommodate a single team.

Example: Team A rents the Porter West field on Monday and Friday from 6.30 - 8.00. Staff is made aware by the coach of Team A they would be interested in both West and East fields if possible. After the lottery, if no one requests the Porter East field at the same times we allow Team A to rent both.

As the policy is currently written, this is not allowable. However, in practice, staff has allowed unreserved fields that are adjacent to reserved fields to be rented by the same team as an acceptable accommodation and method to increase revenue otherwise unrealized.

By amending the policy as written, staff has the ability to accommodate coaches that would like multiple fields, allows for last minute walk-in field reservations until March 1, and prevents coaches that want adjacent fields from monopolizing all available fields at the beginning of the season.

Excerpt of unapproved Park & Recreation Committee minutes (1/12/2011):

Kathy Peterson moved to recommend the City Council approve amendments to CP - Reservation of Ballfields as written. Laura Wassmer seconded and the motion carried.

ATTACHMENTS

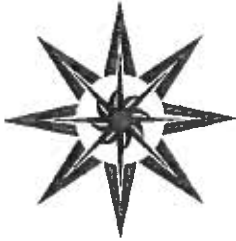
Strikethrough version of CP526 - Reservation of Ballfields.

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 1/14/2011



City Council Policy: CP526 - Reservation of Ballfields

Effective Date: April 7, 1997

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish a schedule which provides maximum utilization of the City's playing fields.

III. RESPONSIBILITY

A. City Clerk

IV. DEFINITIONS

V. POLICY

A. It shall be the policy of the City of Prairie Village to reserve playing fields in City parks for one event or for a season.

1. Seasonal reservations shall be for practices only. Single reservations shall be as part of a pavilion reservation for informal play or for special practice.

2. Teams from Prairie Village schools and teams that have at least 50% members who are Prairie Village residents will be given preference on Prairie Village seasonal reservations.

1. —

~~2-3. Before March 1, ballfield requests shall be restricted to a period not to exceed one and one-half hours per field, per team and shall be limited to a maximum of two practices per week. In the event there are multiple requests for the same time and field the clerk staff will conduct a lottery to resolve the conflicting requests. Beginning March 1, all remaining ballfield rentals will become unrestricted and awarded on a first-come, first-serve basis. Ballfield reservations shall be for a period not to exceed one and one-half hours and shall be limited to a maximum of two practices each week.~~

~~3. Teams from Prairie Village schools and teams that have at least 50% members who are Prairie Village residents will be given preference on Prairie Village seasonal reservations.~~

4. Teams whose players are 5th grade and older shall have season reservation preference at Franklin and Windsor baseball/softball fields.

5. Teams whose players are younger, who are in 4th grade or lower, shall have season reservation preference at Meadowlake and Porter baseball/softball fields.

VI. PROCEDURES



PARK AND RECREATION COMMITTEE

Park and Recreation Committee Meeting Date: January 12, 2011
Council Meeting Date: January 18, 2011

Consent Agenda: Consider Recreation Contracts with British Soccer and Challenger Sports.

RECOMMENDATION

Staff recommends the approval of the recreation contracts with British Soccer and Challenger Sports as written.

BACKGROUND

The City annually contracts with these outside agencies to offer recreation programming in the various parks. The attached contracts are similar to the ones we have signed for the past few years.

FINANCIAL IMPACT

There are no direct costs to the City in administering these contracts outside of normal park maintenance costs and minimal administrative staff time. The service providers directly charge and collect fees of which a nominal portion is passed on to the City to cover the above costs.

ATTACHMENTS

Challenger and British Soccer agreements.

PREPARED BY

Chris Engel
Assistant to the City Administrator
Date: 1/07/11

AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND CHALLENGER

The undersigned, Challenger Sports, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 (hereinafter termed "Challenger") and the City of Prairie Village, a municipal corporation (hereinafter termed "City"), enter into the following rental agreement with regard to the dates and terms specified below. This rental agreement is for the purpose of conducting **British Soccer** camps for the children of Prairie Village and its surrounding area.

Challenger and the City do hereby agree to the following terms:

Services Provided:

Challenger shall make available, conduct, and maintain (1) instructional British Soccer camp in accordance with the terms of this Agreement. There will be at least one qualified coach for each coaching group (12-15) campers. The morning camp shall consist of five (5) sessions of at least three (3) hours each and will be scheduled 9am-12pm. Challenger shall not be required to conduct the camps if it is determined by mutual agreement of the parties that there is not sufficient interest among participants to justify the camp.

Cost of Camp:

The cost for each participant for the morning camp shall be \$118. Challenger shall be in charge of collecting these fees from participants.

Facility Reserved:

Challenger and the City agree that camp will be held at Meadowlake Park, which is located in the City of Prairie Village, Kansas.

Camp Date:

The camps will take place from June 27, 2011 through July 1, 2011. In the event of a cancelled day of camp due to weather, the City will allow the use of said facility at no additional cost to Challenger for make-up days mutually agreed upon.

Facility Use/ Condition:

The City will allow Challenger exclusive use of said facility from 9:00 a.m. - 12:00 p.m. This applies to all applicable areas of said facility, including, but not limited to all playing field areas, restrooms, and covered shelter areas. However, Challenger understands that the facility is a public park and the residents of Prairie Village may reasonably use the portions of the facility not in use by Challenger.

The City also agrees to prepare the facility (i.e. Proper lawn care, sanitize restrooms and shelters, removal of trash, etc.) prior to the first day of camp. Challenger and the City will agree upon the satisfactory condition of the facility within seven (7) days prior to the start of the first day of camp. Any additional facility maintenance agreed upon by both parties will be provided by the City throughout the camp week at no additional charge.

In the event of any property damage caused directly through the negligence of or the act or actions of Challenger or participants in said camp program, the City will notify Challenger within five (5) business days of the damage and any related claims against Challenger; and Challenger shall be liable for the costs of repair or replacement thereof.

Rental Payment:

Challenger agrees to pay a rental fee of ten U.S. dollars (\$10.00) per student enrolled in said camps. This fee is intended to reimburse the City for its costs in making the facility available for the camps. Challenger will pay the City of Prairie Village by check no later than September 1, 2011. This shall be the only payment required in consideration of the use of said site for said camp. Challenger, as proof of camp attendance, will provide enrollment rosters.

Insurance:

Challenger will provide proof of insurance prior to the first day of camp. The City will be recognized as a Certificate Holder and a copy of the insurance certificate will be sent to the City.

Liability:

The City shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Challenger, its agents, employees, or camp attendants, from any cause or causes whatsoever while in or upon the facility or any part thereof during the term of the camp or occasioned by any occupancy or use of the facility or any activity carried on by Challenger in connection therewith. Challenger agrees to indemnify and save harmless the City from any claim or loss by reason of Challenger's, or any camp attendant under the supervision of Challenger, or person connected thereto, use or misuse of the facility and from any claim or loss by reason of any accident or damages, during the camp, to any person or property happening on or in said facility.

The Agreement:

When signed by an authorized representative of both parties, this document accurately reflects the entire and only agreement between these parties. This agreement may be modified only in writing signed by an authorized representative of each party. This constitutes as an agreement between Challenger and the City with respect to the 2010 Challenger Camp season, from May 1, 2011 to September 1, 2011, and supersedes all prior representations and agreements. This agreement also contains within the option to renew annually upon the written consent of both parties.

Challenger Representative

Date

City of Prairie Village Representative
Ronald L. Shaffer, Mayor

Date

AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND CHALLENGER

The undersigned, Challenger Sports, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 (hereinafter termed "Challenger") and the City of Prairie Village, a municipal corporation (hereinafter termed "City"), enter into the following rental agreement with regard to the dates and terms specified below. This rental agreement is for the purpose of conducting flag football camps for the children of Prairie Village and its surrounding area.

Challenger and the City do hereby agree to the following terms:

Services Provided:

Challenger shall make available, conduct, and maintain (1) instructional flag football camp in accordance with the terms of this Agreement. There will be at least one qualified coach for each coaching group (12-15) campers. The morning camp shall consist of five (5) sessions of at least three (3) hours each. Challenger shall not be required to conduct the camps if it is determined by mutual agreement of the parties that there is not sufficient interest among participants to justify the camp.

Cost of Camp:

The cost for each participant for the morning camp sessions during the week of June 13-17, 2011, and shall be \$90. Challenger shall be in charge of collecting these fees from participants.

Facility Reserved:

Challenger and the City agree that camp will be held at Meadowlake Park, which is located in the City of Prairie Village, Kansas.

Camp Date:

The camps will take place from June 13, 2011 through June 17, 2011. In the event of a cancelled day of camp due to weather, the City will allow the use of said facility at no additional cost to Challenger for make-up days mutually agreed upon.

Facility Use/ Condition:

The City will allow Challenger exclusive use of said facility from 9:00 a.m.-12:00 p.m. This applies to all applicable areas of said facility, including, but not limited to all playing field areas, restrooms, and covered shelter areas. However, Challenger understands that the facility is a public park and the residents of Prairie Village may reasonably use the portions of the facility not in use by Challenger.

The City also agrees to prepare the facility (i.e. Proper lawn care, sanitize restrooms and shelters, removal of trash, etc.) prior to the first day of camp. Challenger and the City will agree upon the satisfactory condition of the facility within seven (7) days prior to the start of the first day of camp. Any additional facility maintenance agreed upon by both parties will be provided by the City throughout the camp week at no additional charge.

In the event of any property damage caused directly through the negligence of or the act or actions of Challenger or participants in said camp program, the City will notify Challenger within five (5) business days of the damage and any related claims against Challenger; and Challenger shall be liable for the costs of repair or replacement thereof.

Rental Payment:

Challenger agrees to pay a rental fee of ten U.S. dollars (\$10.00) per student enrolled in said morning camps. This fee is intended to reimburse the City for its costs in making the facility available for the

camp. Challenger will pay the City of Prairie Village by check no later than September 1, 2011. This shall be the only payment required in consideration of the use of said site for said camp. Challenger, as proof of camp attendance, will provide enrollment rosters.

Insurance:

Challenger will provide proof of insurance prior to the first day of camp. The City will be recognized as a Certificate Holder and a copy of the insurance certificate will be sent to the City.

Liability:

The City shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Challenger, its agents, employees, or camp attendants, from any cause or causes whatsoever while in or upon the facility or any part thereof during the term of the camp or occasioned by any occupancy or use of the facility or any activity carried on by Challenger in connection therewith. Challenger agrees to indemnify and save harmless the City from any claim or loss by reason of Challenger's, or any camp attendant under the supervision of Challenger, or person connected thereto, use or misuse of the facility and from any claim or loss by reason of any accident or damages, during the camp, to any person or property happening on or in said facility.

The Agreement:

When signed by an authorized representative of both parties, this document accurately reflects the entire and only agreement between these parties. This agreement may be modified only in writing signed by an authorized representative of each party. This constitutes as an agreement between Challenger and the City with respect to the 2011 Challenger Camp season, from May 1, 2011 to September 1, 2011, and supersedes all prior representations and agreements. This agreement also contains within the option to renew annually upon the written consent of both parties.

Challenger Representative

Date

City of Prairie Village Representative
Ronald L. Shaffer, Mayor

Date

COUNCIL COMMITTEE OF THE WHOLE
December 20, 2010

The Council Committee of the Whole met on Monday, December 20, 2010 at 6:30 p.m. The meeting was called to order by Council President Charles Clark with the following members present: Mayor Ron Shaffer, Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, David Morrison, Diana Ewy Sharp and David Belz. Staff Members present: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Keith Bredehoeft, Project Manager; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator; Nic Sanders, Human Resources Specialist and Joyce Hagen Mundy, City Clerk.

COU2010-60 Consider approving updates to the City's Information Technology Usage and Records Management Policy

Nic Sanders noted that during a review of the City's Personnel Policies, it became apparent that the applicability of the City's policies regarding information technology (approved in 1998) required updating. The proposed policy consolidates and updates four administrative policies and increases the standards and guidelines related to information technology. Telephone, internet and e-mail and other technology usage guidelines for employees are clearly stated in the updated policy with appropriate standards for legal compliance.

Adoption of the proposed changes to the Information Technology Usage policy requires the City's Records Management Policy also be revised to include those items identified by the City Attorney. Both policies have been reviewed and approved by legal counsel.

Mr. Sanders noted the policy addresses all users of the network; Quinn Bennion noted Council use of the network is different than staff use and the policy distinguishes between employees and users.

David Belz confirmed the policy is more restrictive for employee use than for users.

There was discussion on what records are considered open records. Katie Logan stated records of members of the Governing Body are not considered "open records". The question was raised if the record resided on the City's network would it be considered an open record or if the record resided on a computer owned by the City.

Mr. Bennion noted that any e-mail communication addressed to the Council is maintained by the City Clerk as she is included on the distribution list; however, the City Clerk will generally not have communication between individual Council members or communication that was sent to an individual council member.

Quinn Bennion confirmed with the City Attorney that e-mails sent by the Council do not reside on the City's computer network and would not be considered open records.

Dale Beckerman suggested the issue may be addressed by the use of an agreement with

the City for those members of the Governing Body that use city-provided computers.

David Belz made the following motion, which was seconded by Michael Kelly and passed unanimously:

**MOVE THE GOVERNING BODY ADOPT A NEW PERSONNEL POLICY
REGARDING INFORMATION TECHNOLOGY USAGE AND REVISIONS
TO COUNCIL POLICY 036 ENTITLED "RECORDS MANAGEMENT
PROGRAM" AS RECOMMENDED BY STAFF
COUNCIL ACTION REQUIRED**

COU2010-61 Consider agreement with Swartz Consulting, LLC for Telephone Systems Consulting related to the RFP and Telecommunications Project Management Process

Nic Sanders stated in September 2010, the Governing Body approved an agreement with Swartz Consulting, LLC, a local firm specializing in analyzing telecommunications systems and recommending reasonable solutions, to review the City's current telecommunications systems.

Swartz Consulting conducted an assessment in fall 2010 of the City's current phone and voicemail systems. The study found that, "the City's telecommunications infrastructure is outdated and at increasing risk of failure. Such a failure would have a negative impact on the City's ability to conduct necessary business; a failure at the public safety facility could be very serious." In addition to these findings, the study reported that since the City's telecommunications systems (phone and voicemail) have been declared to be at an "End of Life" status, the following issues occur:

1. No manufacturer support for system problems. The manufacturers will not take support calls; if Century Link (City's current maintenance provider) cannot fix a problem, they will not be able to call the manufacturer for additional support.
2. No additional software development. There will be no new releases or new features; the existing capabilities are all that is available.
3. No software patches will be developed. If a system has a software problem, there will be no way to obtain a patch to fix it.
4. No additional licenses are available. Once the existing licenses are used, no more can be added. However, the City has the ability to add 71 addition ports at City Hall and 154 addition ports at Public Works before additional licenses are required.
5. Physical parts are still available, but only as used equipment and the amounts available are decreasing.
6. Qualified technicians are still available, but also in decreasing quantities as these technicians retire or are laid off. New employees are not trained on these outdated systems.

Mr. Sanders noted the City's' current system is based on old technology. Technologies such as VOIP (Voice over Internet Protocol) and others have replaced the architecture that

the existing City system is based on. Furthermore, the current system has limited capabilities and is unable to provide options that could increase productivity and enhance business processes that other systems could provide.

Any major changes to the existing telecommunications system or acquisition of a new system will require the review and approval of the Governing Body. City staff recognized the antiquated system will need upgrades or replacement and recommended funds be budgeted in the Equipment Reserve Fund. The amount budgeted is \$100,000.

Ruth Hopkins questioned the need for a consultant. Mr. Sanders responded the city is looking at a comprehensive communication system that includes phones, cell phone line, and voice over e-mail. By utilizing the services of Swartz Consulting, staff will be able to have a "subject matter expert" guiding them through a process within the complex telecommunications industry. Swartz Consulting will provide assistance through the RFP and decision making process and also assist in project management and oversight should the Governing Body approve replacement of the system.

Ruth Hopkins asked what features the City is looking for that are not included in the existing system. Mr. Sanders responder the ability for voice mail to go directly to e-mail which would then be addressed whether the individual employee was in their office or not. The greatest concern is for the current "end of life" status of the existing system and potential for parts or all of the system to fail.

Charles Clark confirmed the \$100,000 was not for the study but for the purchase of lease of a system.

Michael Kelly made the following motion, which was seconded by Dale Beckerman and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE AN AGREEMENT WITH
SWARTZ CONSULTING, LLC FOR TELEPHONE SYSTEMS
CONSULTING RELATED TO PREPARATION OF AN RFP AND
TELECOMMUNICATIONS PROJECT MANAGEMENT PROCESS
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Presentation of Conceptual Study for Cambridge Street Realignment

Keith Bredehoeft distributed revised site maps of the proposed improvements to Cambridge Street. He noted that based on comments made at the neighborhood meetings, staff is recommending not to extend the project south to Somerset Drive. There are two reasons for making this decision. First the budget will not allow for this section to be built at this time and while there are accidents at this intersection it is not currently a high accident location. The public comments were not negative about the change at Cambridge Drive and Somerset Drive but we did not get the feeling that the public thought this was as important as the intersection at 79th Street and Cambridge Street.

Keith Bredehoeft also reviewed the master plan for Weltner Park which includes an eight foot asphalt trail around the perimeter of the park, a new parking area, new shelter and

nature play area, new signage. The existing basketball and volleyball areas will remain.

Diana Ewy Sharp noted there was concern with getting pedestrians safely from the east and west to the park and asked how that was being addressed. Were refuge islands being proposed? Mr. Bredehoeft noted there is new wider sidewalk, a crosswalk at 79th Terrace and at Booth and the park trail. Refuge islands may not be possible because of the number of driveways access there are along the street.

Diana Ewy Sharp asked if the pavement area would be narrowed. Mr. Bredehoeft stated the entire roadway would be rebuilt and with a width similar to that found on Cambridge Street south of 79th Terrace. There will be more green space. Mrs. Sharp questioned the removal of the turning lanes. Mr. Bredehoeft stated he would have the engineers look at that.

Dale Beckerman asked if it would be possible to place a pedestrian light or crossing at 79th Street. Mr. Bredehoeft responded it would depend on the cost.

Al Herrera stated he felt this was more of an adult park. He noted if the park was going to focus on children he agrees with Mr. Beckerman that a pedestrian crossing is necessary on this busy street.

Michael Kelly asked if there was any way to better identify this as Prairie Village on the east. This seems to be a major entry to the City and would like to see it clearly identified as such.

Diana Ewy Sharp stated that for years Somerset families have stated they don't like crossing the street to get to this park and use Meadowlake Park. She feels the traffic issues have to be addressed. David Belz added that traffic back up from Somerset to Cambridge during the morning and afternoon commuting periods. Ms Wassmer added she has had comments from residents who were unable to get in and out of their driveways during this period of time. Keith Bredehoeft stated he will have the engineers verify what is happening and see what can be done to address it.

David Morrison asked if the shelter at Weltner Park was going to have a bathroom. Mr. Bredehoeft responded it would not.

COU2010-61 Consider Agreement with Affinis Corp. for the Preliminary and Final Design for Cambridge Street

Affinis Corporation completed the Conceptual Study for this project and a public meeting was held on November 17, 2010. About twenty-five residents attended the meeting. Comments about the project were generally positive. Comments we did receive such as the details of how the project would affect a resident's yard etc. will be addressed with the final design phase of the project. Additional meetings with specific residents will take place to discuss project details.

Funds are available in the 2010 Bond Project

Charles Clark noted the action of the Council only addresses the design of Cambridge

Street and not the proposed park improvements at Weltner Park.

Laura Wassmer made the following motion, which was seconded by Al Herrera and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE THE DESIGN
AGREEMENT WITH AFFINIS CORPORATION FOR THE
PRELIMINARY AND FINAL DESIGN OF CAMBRIDGE STREET
FROM 78TH STREET TO 79TH TERRACE AT A COST OF \$71,260
COUNCIL ACTION TAKEN
12/20/2010**

STAFF REPORTS

Public Safety

- Chief Jordan reported the recent search warrant and subsequent drug arrest on Roe reported in the STAR. This was major arrest with Federal agency involvement.
- The department also executed a search warrant on the recent graffiti case which resulted in additional information and the investigation continues.

Public Works

- Bruce McNabb reported on snow and ice control operations during the past two weeks.
- Franklin Park construction has resumed with the arrival of the shelter.

Administration

- Karen Kindle stated that year-end expenses for 2010 need to be submitted by the end of the year.
- Dennis Enslinger noted the placement of three new LED streetlights along 79th Street as part of a pilot program with MARC. The streetlights are at Tomahawk, Juniper and Canterbury. Prairie Village is one of five cities participating in the program.
- Dennis Enslinger reported Codes has received a letter from James Isom asking them to take action on proposed code violations with the holiday display at 7611 Falmouth. Staff has not typically inspected holiday displays and asked for direction from the Council. He distributed the memo sent by Mr. Isom.

Mayor Shaffer confirmed the highlighted codes were done by Mr. Isom. Mr.

Enslinger noted staff does not generally inspect electrical power or weight loads on roofs from holiday decorations.

Michael Kelly noted a few years ago some of the materials from the display blew into a neighbor's property causing damage. Mr. Enslinger noted the material causing damage were not from the rooftop but the ground. These items have now been braced.

Mr. Kelly asked where Mr. Isom lived. Mr. Enslinger responded he owns property in the neighborhood, but does not live in the neighborhood. One of his issues has been the difficulty selling his property.

David Belz noted that when a code violation is issued doesn't staff give the individual a specific length of time to correct the violation. Mr. Enslinger stated they do and that time period varies depending on the remedy. Mr. Belz questioned taking staff time to investigate and issue a violation which will be removed within the next few weeks.

Laura Wassmer noted the codes are generally written to address permanent structures, not temporary displays. Dale Beckerman asked if a permit was needed for any of the display. Mr. Enslinger responded it could be interpreted that an electrical permit was necessary if electrical alternations were made to the box, but confirming that is difficult. Mr. Beckerman stated the size of the display approaches the size of storage buildings and possibly should be required to get a permit.

Michael Kelly asked Chief Jordan for an update on the patrols. Chief Jordan stated there has been some improvement, the buses are moving around the corner; however, there continue to be "no parking" violations and the extra patrols are taking a lot of staff time and resources.

Charles Clark noted it was approaching 7:30 and stated that discussion of this item would be continued during the City Council meeting.

ADJOURNMENT

Council President Charles Clark adjourned the meeting at 7:27 pm.

Charles Clark
Council President



PLANNING COMMISSION

Council Meeting Date: January 18, 2011
Committee Reports

Consider Final Plat for UMB Prairie Village Branch Bank

RECOMMENDATION

Authorize the Mayor to execute the Final Plat for UMB Prairie Village Branch Bank at 6901 Mission Road to accept easements and rights-of-way subject to the following conditions:

1. Submit the foundation and landscape easement to Staff for review, upon approval by staff the easements shall be recorded by the applicant.
2. Submit the cross-access easement to Staff for review, upon approval by staff the easements shall be recorded by the applicant.
3. Submit the Final Plat to the Johnson County Surveyor for review and approval prior to recording.
4. Provide an electronic copy of the Final Plat to the City after recording.
5. That the City shall not release the Final Plat to the applicant until Conditions #1 & #2 have been met.

BACKGROUND

On June 1, 2010, the Planning Commission approved a Site Plan and a Conditional Use Permit for a drive-thru for UMB. One of the conditions of approval was that the property be platted. On January 4, 2011, the Planning Commission the preliminary and final plats were approved by the Planning Commission subject to the following conditions:

1. Add notations on the face of the Final Plat regarding access control to Mission Road, Mission Lane and Tomahawk Road.
2. Submit a statement showing taxes due have been paid.
3. Submit a title opinion showing the name of the owner of the property, mortgage holders and other conditions of the site.
4. Submit the foundation and landscape easement to Staff for review, upon approval by staff the easements shall be recorded by the applicant.
5. Submit the cross-access easement to Staff for review, upon approval by staff the easements shall be recorded by the applicant.
6. Submit the Final Plat to the Johnson county Surveyor for review and approval prior to recording.
7. Provide an electronic copy of the Final Plat to the City after recording.

The applicant has complied with conditions #1, #2 and #3. Conditions #4, #5, #6 & #7 need to be included in the approval by the Council. An additional condition needs to be added as follows:

“The City shall not release the final Plat to the applicant until #4 & #5 have been met.”

RELATED TO VILLAGE VISION

LR3 Enhance key corridors by encouraging more diverse, pedestrian friendly development along commercial corridors

ATTACHMENTS

Planning Commission Minutes of January 4, 2011 (Draft)
Proposed Plat

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: January 6, 2011

PLANNING COMMISSION MINUTES
JANUARY 4, 2011

DRAFT

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, January 4, 2011, in the Council Chamber, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Dirk Schafer, Randy Kronblad, Bob Lindeblad, Marlene Nagel, Nancy Wallerstein and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Dennis Enslinger, Assistant City Administrator; Jim Brown, City Building Official; David Morrison, Council Liaison and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

**PC2011-102 Request for Preliminary & Final Plat Approval
UMB Bank
6901 Mission Road**

Jim Anderson, with KAW Valley Engineering, addressed the Commission on behalf of UMB Bank presenting the preliminary and final plats for their property located at 6901 Mission Road. On June 1, 2010, the Planning Commission approved a Site Plan and a Conditional Use Permit for a drive-thru for UMB. The tract is unplatted and one of the conditions of approval was platting. As this is only a one lot plat, they are asking for both preliminary and final plat approval at the same time.

Ron Williamson noted the Preliminary Plat contains all the information required by the subdivision regulations. Since a Site Plan has been approved by the Planning Commission for this location, many items normally addressed in platting have already been addressed by the Site Plan.

The Storm drainage has been worked out with Public Works as a part of the Site Plan approval. However, access control needs to be designated from the north access on Mission Road along Tomahawk Road to the access on Mission Lane. A note also needs to limit access to Mission Road to two points and access to Mission Lane to one point.

Mr. Williamson noted a condition of approval of the site plan required that at the time of platting an access easement to property on the south in the event that the south access on Mission Road needs to be combined in the future. Also the applicant needs to obtain an easement from Lane4 along the south property line to accommodate landscaping and building footings.

DRAFT

Jim Anderson stated that both these documents have been prepared and are currently being review by legal staff. They will be submitted to the City when approved and executed.

Ron Williamson stated the Final Plat has most of the information on it that is required; a statement has been submitted that current taxes have been paid and a title report also has been submitted. Access control notes need to be added on the face of the Final Plat. Mr. Williamson noted staff did not required platted setbacks be located on the plat.

Nancy Vennard asked how access to Mission Road was being handled. Ron Williamson responded one of the conditions of approval of the site plan was that the north access from Mission Road be designed subject to the approval of Public Works including construction of a "pork chop" splitter. This would prevent left turns into the bank from the northbound lane of Mission Road and would require right turns only when exiting the bank.

Dennis Enslinger added the angled parking along Mission Lane is still being worked out. Ken Vaughn confirmed that action does not have any impact on the plat.

Bob Lindeblad moved the Planning Commission approve the Preliminary Plat of UMB Prairie Village Branch Bank. The motion was seconded by Nancy Vennard and passed unanimously.

Bob Lindeblad moved the Planning Commission approve the Final Plat of UMB Prairie Village Branch Bank and forward it to the Governing Body for acceptance of easements and rights-of-way subject to the following conditions:

1. Add notations on the face of the Final Plat regarding access control to Mission Road, Mission Lane and Tomahawk Road.
2. Submit a statement showing taxes due have been paid.
3. Submit a title opinion showing the name of the owner of the property, mortgage holders and other conditions of the site.
4. Submit the foundation and landscape easement to Staff for review, upon approval by staff the easement shall be recorded by the applicant.
5. Submit the cross-access easement to Staff for review, upon approval by staff the easement shall be recorded by the applicant.
6. Submit the Final Plat to the Johnson County Surveyor for review and approval prior to recording.
7. Provide an electronic copy of the Final Plat to the City after recording.

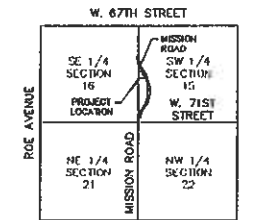
The motion was seconded by Nancy Vennard and passed unanimously.

OTHER BUSINESS

Request for Fence Height Waiver - 8162 Delmar

Dennis Enslinger stated the general contractor for the project was in attendance to answer any questions.

FINAL PLAT FOR UMB PRAIRIE VILLAGE BRANCH BANK IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 12, RANGE 25 IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS



LEGEND
 O MONUMENT FOUND, AS NOTED
 (D) DIST
 (M) MEASURED
 D/L BUILDING LINE
 --- NO ACCESS TO PUBLIC RIGHT-OF-WAY

SURVEYOR/ENGINEER:
 KAV VALLEY ENGINEERING, INC.
 14700 W. 114th TERRACE
 LEANDIA, KANSAS 66215

PREPARED FOR:
 BOLI-WORTH & ASSOCIATES,
 CORPORATE ARCHITECTS, PC
 12120 STATE LINE ROAD STE 1100
 LEANDIA, KANSAS 66208
 PH: (913) 778-1414
 FAX: (913) 778-1817

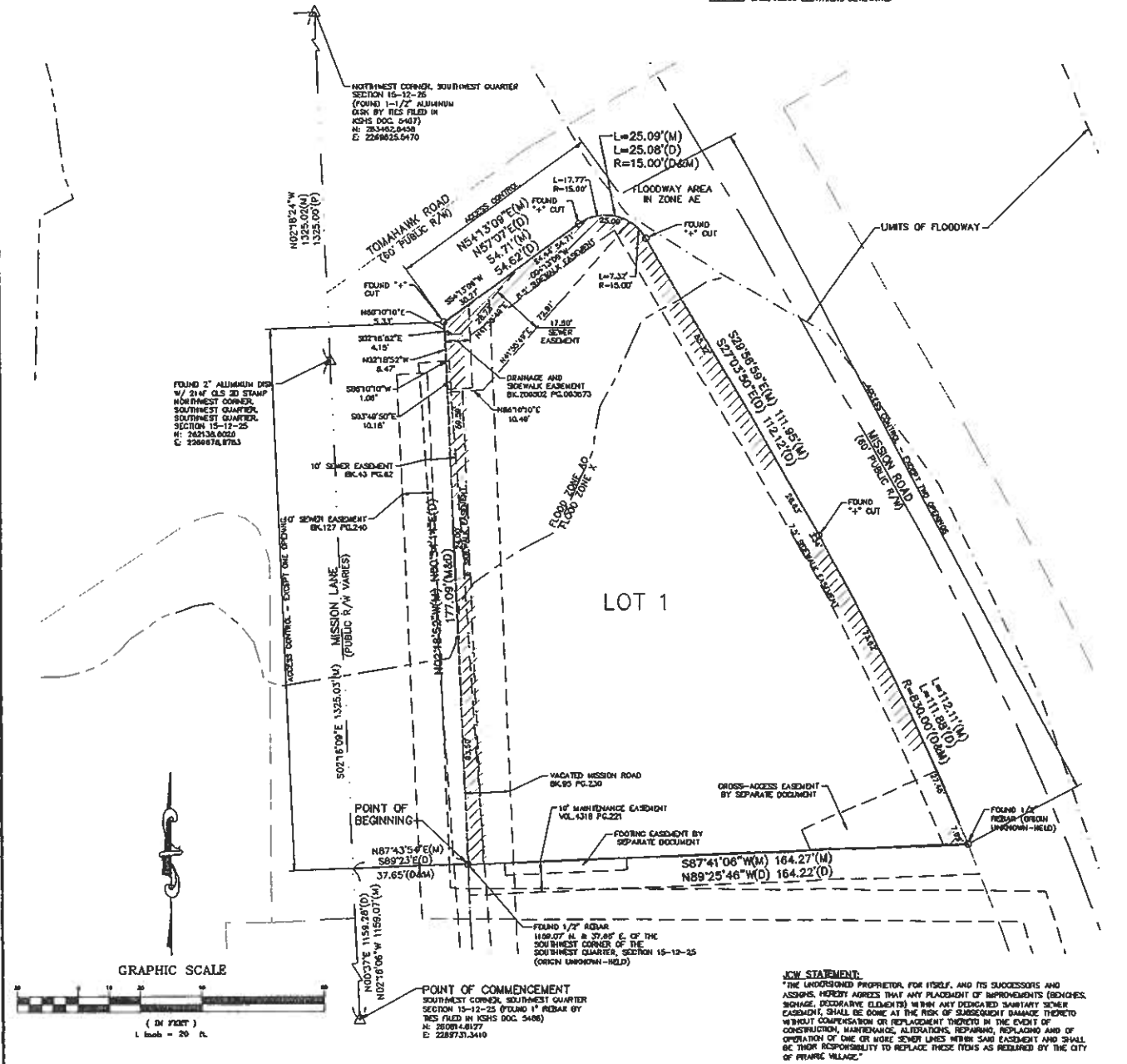
OWNER:
 BOLI, INC.
 2221 N. 43rd STREET
 SHAWNEE MISSOURI, KANSAS 66204

DEVELOPER:
 BOLI BANK, N.A.
 100 GRAND BOULEVARD
 KANSAS CITY, MISSOURI 64106

FLOOD STATEMENT:
 BY GRAPHIC PLATING ONLY, THE SUBJECT PROPERTY LIES PARTIALLY WITHIN ZONES "X" AND "AO" AS ESTABLISHED BY FEMA FLOOD INSURANCE RATE MAP NUMBER 200403030E WITH AN EFFECTIVE DATE OF AUGUST 3, 2009. EXACT LOCATION IS SUBJECT TO ANY INCREASES A FLOOD STRIKE MAY FUTURE.
 ZONE X AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN.
 ZONE AO AREAS DETERMINED TO BE OUTSIDE THE ZONE ADJUSTED DEPTH OF 1 TO 3 FEET (USUALLY SUBJECT FLOW ON SLOPING TERRAIN); AVERAGE DEPTHS DETERMINED FOR AREAS OF ALLuvIAL FAN FLOODING; VELOCITIES ALSO DETERMINED.
 ZONE AE: BASE FLOOD ELEVATIONS DETERMINED

HORIZONTAL DATUM:
 BEARINGS BASED ON NORTH AMERICAN DATUM (NAD 83/UTM), KANSAS STATE PLANE GRID SYSTEM, NORTH ZONE BY GPS COORDINATION OF THE JOHNSON COUNTY CONTROL SYSTEM. COORDINATES SHOWN HEREON ARE PROJECT GRID COORDINATES (PGCS).
 PGC X: 6999979552 = KANSAS STATE PLANE COORDINATES

DESCRIPTION: CORPORATION WARRANTY DEED VOLUME 4317 PAGE 72 ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15, TOWNSHIP 12, RANGE 25, NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 87 DEGREES, 23 MINUTES EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1158.27 FEET; THENCE SOUTH 89 DEGREES, 23 MINUTES EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 37.65 FEET; TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; SAID POINT ALSO BEING ON THE EASTELY RIGHT-OF-WAY LINE OF MISSION LANE, AS NOW ESTABLISHED; THENCE NORTH 0 DEGREES, 34 MINUTES, 14 SECONDS EAST ALONG THE EASTELY RIGHT-OF-WAY LINE OF SAID MISSION LANE, A DISTANCE OF 177.08 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TOWAHANK ROAD, AS NOW ESTABLISHED; THENCE NORTH 87 DEGREES, 17 MINUTES EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID TOWAHANK ROAD, A DISTANCE OF 54.82 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID TOWAHANK ROAD, SAID LINE BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 15 FEET, AND A CENTRAL ANGLE OF 90 DEGREES, 49 MINUTES, 13 SECONDS; A DISTANCE OF 25.08 FEET, TO A POINT OF TANGENCY; SAID POINT ALSO BEING ON THE WESTELY RIGHT-OF-WAY LINE OF MISSION ROAD, AS NOW ESTABLISHED; THENCE SOUTH 27 DEGREES, 03 MINUTES, 50 SECONDS EAST ALONG THE WESTELY RIGHT-OF-WAY LINE OF SAID MISSION ROAD, A DISTANCE OF 115.12 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE WESTELY RIGHT-OF-WAY LINE OF SAID MISSION ROAD, SAID LINE BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 433 FEET AND A CENTRAL ANGLE OF 7 DEGREES, 43 MINUTES, 24 SECONDS; A DISTANCE OF 118.88 FEET; THENCE NORTH 80 DEGREES, 25 MINUTES, 46 SECONDS WEST A DISTANCE OF 184.22 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART, IF ANY, IN STREETS, ROADS OR PUBLIC RIGHTS OF WAY.



PLAT DESCRIPTION:
 ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15, TOWNSHIP 12, RANGE 25, NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, SHALL, HEREINAFTER BE KNOWN AS "UMB PRAIRIE VILLAGE BRANCH BANK" AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 87 DEGREES, 14 MINUTES, 05 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1158.27 FEET; THENCE NORTH 87 DEGREES, 43 MINUTES, 54 SECONDS EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 37.65 FEET; TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EASTELY RIGHT-OF-WAY LINE OF MISSION LANE, AS NOW ESTABLISHED; THENCE NORTH 0 DEGREES, 18 MINUTES, 02 SECONDS WEST ALONG THE EASTELY RIGHT-OF-WAY LINE OF SAID MISSION LANE, A DISTANCE OF 177.08 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TOWAHANK ROAD, AS NOW ESTABLISHED; THENCE NORTH 84 DEGREES, 13 MINUTES, 00 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID TOWAHANK ROAD, A DISTANCE OF 54.71 FEET; THENCE TO THE RIGHT, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID TOWAHANK ROAD, SAID LINE BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 15 FEET, AND A CENTRAL ANGLE OF 90 DEGREES, 49 MINUTES, 13 SECONDS; A DISTANCE OF 25.08 FEET, TO A POINT OF TANGENCY; SAID POINT ALSO BEING ON THE WESTELY RIGHT-OF-WAY LINE OF MISSION ROAD, AS NOW ESTABLISHED; THENCE SOUTH 28 DEGREES, 59 MINUTES, 50 SECONDS EAST ALONG THE WESTELY RIGHT-OF-WAY LINE OF SAID MISSION ROAD, A DISTANCE OF 115.12 FEET; THENCE SOUTHWESTERLY ALONG THE WESTELY RIGHT-OF-WAY LINE OF SAID MISSION ROAD, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 433 FEET, A CENTRAL ANGLE OF 7 DEGREES, 43 MINUTES, 24 SECONDS; A DISTANCE OF 118.88 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART, IF ANY, IN STREETS, ROADS OR PUBLIC RIGHTS OF WAY.
 CONTAINS 23,819 SQUARE FEET OR 0.542 ACRES, MORE OR LESS.

DEDICATIONS:
 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 SHALL HEREAFTER BE KNOWN AS "UMB PRAIRIE VILLAGE BRANCH BANK".
 WHERE PRIOR EASEMENTS HAVE BEEN GRANTED TO ANY PERSON, UTILITY OR CORPORATION ON SAID PARTS OF LAND SO DEDICATED, AND ANY POLES, LINES, PILES 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 ASSURES AND AGREES TO RELOCATE THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, FROM ANY EXPENSE INCIDENT TO THE RELOCATION OF ANY SUCH EXISTING UTILITY INSTALLATIONS WITHIN SAID PRIOR EASEMENT.
 AN EASEMENT OR RIGHTS TO LAY, CONSTRUCT, ALTER, REPAIR, REPLACE AND OPERATE ONE OR MORE SEWER LINES AND ALL APPURTENANCES NECESSARY FOR THE COLLECTION OF SANITARY SEWAGE, TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS, OVER AND THROUGH THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "S/E" ON THIS PLAT IS HEREBY DEDICATED TO THE JOHNSON COUNTY UNITED WASTEWATER DISTRICTS OR THEIR ASSIGNS.

THE UNDERSIGNED PROPRIETOR OF SAID PROPERTY SHOWN ON THIS PLAT DOES HEREBY DEDICATE AND CONTROL ACCESS FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PARTS OF LAND SHOWN ON SAID PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVEWAYS, ALLEYS AND ALLEYS NOT HERETOFORE DEDICATED, WHERE PRIOR EASEMENTS RIGHTS HAVE BEEN GRANTED TO ANY PERSON, UTILITY OR CORPORATION ON SAID PARTS OF LAND SO DEDICATED, AND ANY POLES, LINES, PILES 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 ASSURES AND AGREES TO RELOCATE THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, FROM ANY EXPENSE INCIDENT TO THE RELOCATION OF ANY SUCH EXISTING UTILITY INSTALLATIONS WITHIN SAID PRIOR EASEMENT.

THE UNDERSIGNED PROPRIETOR OF SAID PROPERTY SHOWN ON THIS PLAT DOES HEREBY DEDICATED FOR PUBLIC USE AND PUBLIC WAYS AREAS NOTED AS "SIDEWALK EASEMENTS" NOT HERETOFORE DEDICATED, WHERE PRIOR EASEMENTS RIGHTS HAVE BEEN GRANTED TO ANY PERSON, UTILITY OR CORPORATION ON SAID PARTS OF LAND SO DEDICATED, AND ANY POLES, LINES, PILES 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 ASSURES AND AGREES TO RELOCATE THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, FROM ANY EXPENSE INCIDENT TO THE RELOCATION OF ANY SUCH EXISTING UTILITY INSTALLATIONS WITHIN SAID PRIOR EASEMENT.

OWNERS CERTIFICATE:
 I, THE UNDERSIGNED PROPRIETOR, HEREBY SUBSCRIBED THIS HAND.
 OWNED: BOLI, INC. - A KANSAS CORPORATION
 JOHN F. RONEY, PRESIDENT
 STATE OF _____ YES
 COUNTY OF _____ YES
 BE IT REMEMBERED, THAT ON THIS _____ DAY OF _____ 2010, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE OF _____, JOHN F. RONEY, PRESIDENT OF BOLI, INC., PERSONALLY KNOWN TO ME, BEING DULY SWORN BEFORE ME, HAS DECLARED THIS INSTRUMENT OF WRITING, AND HAS ACKNOWLEDGED THE EXECUTION OF THE SAME TO BE THE FREE ACT AND DEED OF SAID PERSON.
 MY COMMISSION EXPIRES: _____
 _____ NOTARY PUBLIC
 _____ PRINTED NAME

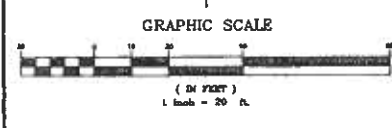
APPROVALS:
 APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS THIS _____ DAY OF _____ 2010.
 KATHY VAUGHN, CHAIRMAN JOYCE HADEN MANDY, SECRETARY
 LANDS DEDICATED FOR PUBLIC PURPOSES ACCEPTED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____ 2010.
 RONALD L. SHAFER, MAYOR ATTEST: JOYCE HADEN MANDY, CITY CLERK

SURVEYOR'S CERTIFICATE:
 STATE OF KANSAS)
 COUNTY OF JOHNSON) YES
 I, THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED BY ME, OR UNDER MY DIRECT SUPERVISION; THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF PRAIRIE VILLAGE, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT; THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE KANSAS MINIMUM STANDARDS FOR SURVEYING, AND THAT ALL OF THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 DATE OF SURVEY: 02/18/09
 ERROR OF CLOSURE: 1/1162,997
 GIVEN UNDER MY HAND AND SEAL AT LEANDIA, KANSAS, THIS _____ DAY OF _____ 2010.

JCW STATEMENT:
 THE UNDERSIGNED PROPRIETOR, FOR HIMSELF, AND HIS SUCCESSORS AND ASSIGNS, HEREBY AGREES THAT ANY PLACEMENT OF IMPROVEMENTS (BENCHES, SIGNAGE, DECORATIVE ELEMENTS) WITHIN ANY DEDICATED SANITARY SEWER EASEMENT, SHALL BE DONE AT THE RISK OF SUBSEQUENT DAMAGE THEREOF WITHOUT COMPENSATION OR REPLACEMENT THEREIN IN THE EVENT OF CONSTRUCTION, MAINTENANCE, ALTERATIONS, REPAIRING, REPLACING AND OPERATION OF ONE OR MORE SEWER LINES WITHIN SAID EASEMENT AND SHALL BE THEIR RESPONSIBILITY TO REPLACE THESE ITEMS AS REQUIRED BY THE CITY OF PRAIRIE VILLAGE.

NOTARY PUBLIC
 JOHN F. LEHNER
 15-1462
 LEANDIA, MISSOURI

JASON R. LOADER
 KANSAS LS-1462



THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF KAV VALLEY ENGINEERING, INC.

| REV | DATE | DESCRIPTION | DSN | CHK |
|-----|---------|---------------------------|-----|-----|
| 1 | 1/25/10 | PER CITY AND LEW COMMENTS | | RL |
| 2 | 2/27/10 | PER CITY AND LEW COMMENTS | | RL |
| 3 | 2/27/10 | INITIAL ISSUE | | RL |
| 4 | | | | RL |
| | | | | RL |
| | | | | RL |
| | | | | RL |

| | |
|---|---|
| JASON R. LOADER SURVEYOR KS # 1462 | KAV VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS 14700 W. 114th TERRACE LEANDIA, MISSOURI 66215 P: (913) 234-3100 F: (913) 234-3677 E: info@kaveng.com W: www.kaveng.com KANSAS PROFESSIONAL ENGINEER LICENSE # 15-00-00000 KANSAS PROFESSIONAL SURVEYOR LICENSE # 15-00-00000 BORN 12/20/1970 |
|---|---|

| | |
|---|-----------------------------|
| UMB PRAIRIE VILLAGE BRANCH BANK 6901 MISSION ROAD PRAIRIE VILLAGE, KANSAS | FINAL PLAT 1 OF 1 |
|---|-----------------------------|

MAYOR'S ANNOUNCEMENTS

January 18, 2011

Committee meetings scheduled for the next two weeks include:

| | | |
|--------------------------------|------------|-----------|
| Arts Council | 01/19/2011 | 7:00 p.m. |
| Community Center Committee | 01/20/2011 | 6:30 p.m. |
| Environmental Committee | 01/26/2011 | 7:00 p.m. |
| JazzFest Committee | 01/26/2011 | 7:00 p.m. |
| Board of Zoning Appeals | 02/01/2011 | 6:30 p.m. |
| Planning Commission | 02/01/2011 | 7:00 p.m. |
| Council Committee of the Whole | 02/07/2011 | 6:00 p.m. |
| City Council | 02/07/2011 | 7:30 p.m. |

The Prairie Village Arts Council is pleased to announce an ink exhibit by Carol Miller in the R. G. Endres Gallery for the month of January.

The City offices will be closed Monday, February 21, 2011 in observance of Presidents' Day. Deffenbaugh does not observe this holiday so recycling and solid waste pick-up will be on the normal schedule.

The annual large item pick-up has been scheduled. Homes on 75th Street and north of 75th Street will be collected on Saturday, April 30th. Homes south of 75th Street will be collected on Saturday, May 7th.

The 50th Anniversary books, Prairie Village Our Story, are being sold to the public.

INFORMATIONAL ITEMS
January 18, 2011

1. Planning Commission Minutes - December 7, 2010
2. Sister City Committee Minutes - December 13, 2010
3. Sister City Committee Minutes - December 20, 2010
4. Park and Recreation Committee Minutes - October 13, 2010
5. 2010 Final Crime Report
6. Mark Your Calendars
7. Committee Agenda

**PLANNING COMMISSION MINUTES
DECEMBER 7, 2010**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, December 7, 2010, in the Council Chamber, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Dirk Schafer, Randy Kronblad, Bob Lindeblad, Nancy Wallerstein and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Dennis Enslinger, Assistant City Administrator; Jim Brown, City Building Official; Bruce McNabb, Director of Public Works; David Morrison, Council Liaison and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

Chairman Ken Vaughn welcomed Bruce McNabb, the City's new Public Works Director, to the meeting. Ron Williamson noted the merger of BWR with Lochner and noted the merger provides diversification and new market sectors for both firms increasing its size to over 560 employees in 31 offices located in 18 states.

APPROVAL OF MINUTES

Nancy Wallerstein moved for the approval of the minutes of November 2, 2010 as written. The motion was seconded by Dirk Schafer and passed by a vote of 5 to 0 with Ken Vaughn abstaining due to absence from the November meeting.

PUBLIC HEARINGS

There were no Public Hearings scheduled before the Commission.

NON PUBLIC HEARINGS

**PC2010-114 Request for Site Plan Approval
Belinder Elementary School
7230 Belinder**

Kevin Cowan, 7840 Conser Street, Overland Park, addressed the Commission on behalf of the School District. Shawnee Mission USD 512 is requesting site plan approval to build three additions to Belinder Elementary School. The additions will consist of five kindergarten classrooms on the southwest corner of the building; the addition of an elevator on the east side and the expansion of the multi-purpose room on the southeast corner of the building. The total area being added is approximately 9,200 square feet. The standard for kindergarten rooms in the school district is 1,200 square feet and only one existing classroom meets that standard. Four of the new classrooms

will meet the standard and the fifth is for smaller groups. All the kindergarten classes will be moved to the new area and the one existing kindergarten classroom will be converted to a music room. Current and projected enrollment has created the need to add classrooms to this school.

A portion of the school has two floors at the north end of the building. The proposed elevator will provide ADA access. The multi-purpose room will be expanded to the east approximately 22 feet which is approximately 1,490 square feet.

This will be the third addition to the school in the last 15 years. In 1995, the gym, stage, restrooms and P.E. office were added, and in 2005 the library, work room and media room were added.

A neighborhood meeting was held on November 16, 2010 in accordance with the Planning Commission Citizen Participation Policy. Five interested citizens appeared and the primary concern was the location of the proposed addition and traffic on 72nd Terrace. The PTA was concerned with the proposed location of the addition in the space that currently is used for the PTA garden. They were assured the garden would be relocated.

Ron Williamson added that two large oak trees are located in the area of construction and recommended a condition of approval be added that the trees be protected during the construction process.

The Planning Commission reviewed the following criteria for approval of a site plan:

A. The site is capable of accommodating the building, parking areas and drives with appropriate open space and landscape.

The site is approximately 7.75 acres which is small compared to today's standards for elementary schools. Some classrooms are undersized and additional classrooms are needed to accommodate the students. The proposed location will require the removal of several trees. Because of the small size of the addition and its location, the site is adequate to accommodate it.

The applicant needs to identify how many, if any, parking spaces will be temporarily blocked by the construction and maintain the required minimum of spaces during construction or make arrangements for parking elsewhere. Currently there are 60 parking spaces on the site. The zoning ordinance requires two spaces per classroom. There are 24 existing classrooms plus the 5 proposed, for a total of 29 classrooms. The required parking is 58 spaces; therefore, there are 2 spaces more than required by the zoning ordinance.

Some trees will be removed and a landscape plan will need to be prepared indicating the location and variety of replacement trees.

B. Utilities are available with adequate capacity to serve the proposed development.

The property is currently served with all utilities and the proposed improvements will not create the demand for additional utilities. No additional needs are contemplated for water and sewer services.

C. The plan provides for adequate management of storm water runoff.

The amount of impervious area that will be created, approximately 9,200 square feet, is not significant relative to the size of the site. The applicant has submitted a storm drainage master plan to Public Works for review and approval.

D. The plan provides for safe and easy ingress, egress and internal traffic circulation.

Ingress and egress to the site will be the same after the improvements as it is now. The site is congested during peak drop off and pick up times, but because of the existing building location, it does not appear that a better solution could be found.

E. The plan is consistent with good land planning and good site engineering design principles.

The location of the proposed improvements works well with the existing development of the site. The applicant has explored several alternative plans and this one works best with the existing facility. The overall plan appears to be well-conceived and is consistent with good planning and site engineering design principles. The plans have not addressed outdoor lighting; and, if outdoor lighting will be added or changed, it will need to conform to the City's new outdoor lighting regulation.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed installation and the surrounding neighborhood.

The proposed elevations indicate that the design of the addition will be compatible with the existing buildings on the site. The architect has proposed to use similar materials and colors on the new construction as was used on the original building.

G. The plan represents an overall development pattern that is consistent with the comprehensive plan (Village Vision) and other adopted planning policies.

One of the goals of the Village Vision is to support a high quality educational environment for the residents of Prairie Village which includes investment and upgrading of facilities. The proposed project is very consistent with the Comprehensive Plan.

Bob Lindeblad moved the Planning Commission approve PC2010-114 requesting site plan approval for the addition to Belinder Elementary School as presented subject to the following conditions:

1. Submittal of an outdoor lighting plan in accordance with Section 19.34.050 Outdoor Lighting of the Zoning Ordinance is applicable.
2. The applicant designate any parking spots that will not be available during construction and maintain the required number of spaces either onsite or in another location until construction is complete.
3. That a landscape plan be submitted to the Tree Board for review and approval prior to installation.

4. That the stormwater management plan is approved by public works.
5. That the oak trees on the east side near the multi-purpose room construction area be protected during the construction process.

The motion was seconded by Randy Kronblad and passed unanimously.

**PC2010-111 Request for Site Plan Approval
3921 West 63rd Street**

Mary Grace, representing AT&T, was present to answer any questions on the application for site plan approval of wireless communications antenna and related equipment on the wireless communications facility at 3921 West 63rd Street.

Ron Williamson noted the wireless communications facility was approved for Verizon and two additional carriers with the condition that each additional carrier would be required to submit a site plan for approval by the Planning Commission.

AT&T is the second carrier and has submitted a proposed site plan for approval by the Planning Commission. The proposed equipment cabinet will be 10' by 12' by approx. 8' in height and will be placed in the east end of the equipment compound. The screening wall that is to be built around the compound will be 10' tall. AT&T is also requesting a 6'-6" access gate similar to what was approved for Verizon on the west end of the equipment compound. Therefore, there will be three gates into the compound.

He added a recent visit to the site revealed that the emergency backup generator for Verizon was installed on the west side of their equipment cabinet rather than in front of the monopole as shown on the site plan.

The Planning Commission reviewed the following criteria for approval of a site plan:

A. The site is capable of accommodating the building, parking areas and drives with appropriate open space and landscape.

The capability of the site to accommodate the equipment compound was addressed in the approval of the special use permit. The revised landscape plan, however, has not been submitted as previously requested, and it will need to be submitted for staff review and approval prior to issuing a building permit.

B. Utilities are available with adequate capacity to serve the proposed development.
Adequate utilities are available to serve this location.

C. The plan provides for adequate management of storm water runoff.
Public Works has reviewed and approved a storm water management plan for the entire equipment compound as a part of the Verizon Application. (PC 2010-03)

D. The plan provides for safe and easy ingress, egress and internal traffic circulation.
The proposed site will utilize the existing fire station driveway and parking lot for circulation which will adequately serve the proposed use.

E. The plan is consistent with good land planning and good site engineering design principles.

The details of the overall design of the equipment compound were worked out on the initial submittal by Verizon.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed installation and the surrounding neighborhood.

A 10-foot tall brick screening wall shall be constructed around the perimeter of the equipment compound using the same materials that match the existing fire station. This wall will be taller than the AT&T equipment cabinet and therefore, will screen it from view. The applicant has proposed a new access gate which is similar to the one on the west end for Verizon and it will be compatible in design with the other access gates.

G. The plan represents an overall development pattern that is consistent with the comprehensive plan (Village Vision) and other adopted planning policies.

Wireless communications are not specifically addressed in Village Vision. Generally it falls into maintaining and improving infrastructure.

Randy Kronblad moved the Planning Commission approve PC2010-115 requesting site plan approval for the placement of wireless communication antenna and related equipment at 3921 West 63rd Street subject to the following conditions:

1. That the landscape plan be redesigned and submitted to Staff for review and approval prior to obtaining a building permit.
2. That all antennas and wiring be contained within the monopole.
3. That the 6'-6" access gate be approved and be designed and built to the same specifications as the other access gates.
4. That AT&T and any subsequent entity maintain compliance with all the conditions of approval of the Special Use Permit (2010-03).

The motion was seconded by Nancy Vennard and passed unanimously.

OTHER BUSINESS

Request for Fence Height Waiver - 8162 Delmar

Dennis Enslinger reviewed the Planning Commission's earlier approval of a request to construct a retaining wall 3' 6" in height along the south property line for a length of 40 feet at 8162 Delmar. The proposed retaining wall connected to an existing retaining wall and allowed for the grade around the proposed pool to be raised.

The Planning Commission approved the proposed retaining wall subject to the following conditions:

- 1) The applicant provide, for staff approval, additional information regarding the proposed design and materials of the retaining wall;
- 2) The wall be constructed in the location as shown on the site plan submitted with the application;

- 3) That the proposed retaining wall footing be required to be located entirely on the applicant's property;
- 4) The applicant provide a copy of the site survey and stake the property corners to confirm property lines; and
- 5) The applicant secures a revised Drainage Permit from the Public Works Department.

The applicants requested some modifications to the approved site plan at the May 4, 2010 Planning Commission including an additional retaining wall. The Planning Commission denied the applicants' request for modifications and instructed staff to work with the applicant to make any future modifications to the site plan in conformance with the zoning regulations.

During a recent inspection of the site, it was discovered that a portion of the fence was taller than six (6) feet in height. Section 19.44.025G allows the Planning Commission to approve modifications to the location and height of fences.

The applicants are asking to allow the fence on the south side of the property to exceed six (6) feet in height. The fence is in compliance at the western end but has a height of seven (7) feet - four (4) inches at the eastern end.

The request is to keep the fence at its current constructed height. The two adjacent property owners are in agreement with the proposed height of the fence. Mr. Enslinger noted the fence is constructed with stone on the inside wall and three of the exterior walls with the fourth exterior wall having a stucco finish.

Randy Kronblad confirmed this is the third request from this applicant for the Commission to waive regulations after construction was done in violation of City code. He also noted the code requires the finished side of a fence to be on the exterior.

Bob Lindeblad stated the Commission has already approved a stucco finish for the exterior of the fence.

Bob Lindeblad moved the Planning Commission approve the requested waiver allowing the height of the fence at 8162 Delmar to be as constructed at seven (7) feet-four (4) inches. The motion was seconded by Nancy Wallerstein.

Nancy Wallerstein stated her only concern is that the finish on the exterior of the fence is satisfactory to the adjacent property owners. Mr. Lindeblad pointed out the Commission has already approved the proposed stucco exterior finish and that the motion and action requested of the Commission is for a waiver to the height. Mrs. Wallerstein stated she would like to ensure that there is an appropriate finish on the outside of the fence. Mr. Enslinger responded he believes the applicant plans to finish the exterior of the fence in stucco and paint to match the existing residence.

Randy Kronblad expressed his difficulty with this request because of the number of previous waivers and variances requested by the applicant. He is pleased that the

current adjacent property owners have approved of the proposed stucco finish, but noted the fence will remain after they may have moved. Ken Vaughn stated the Commission passed the point of changing the finish when it approved the earlier submittal.

Dirk Schafer felt the granting of the waiver would be rewarding the applicant for not complying with city codes and regulations.

Bob Lindeblad stated he does not like what the applicant has done, but feels granting of the waiver is a reasonable way to address the problem of the additional height and move on.

Nancy Vennard stated she could not vote in support of what she feels in an intentional 1'4" increase in the height of the fence by the applicant. Ken Vaughn agreed with Mrs. Vennard's feeling but noted the proposed motion is the best resolution to the problem. Nancy Wallerstein stated she is ok with the additional height, if it has an attractive exterior finish. Mrs. Vennard noted the finish has already been approved by the Commission.

Dennis Enslinger added that a change in the finish to require stone on the exterior wall would require another variance as it would violate the required setback. He understands that the stucco finished would be colored to match the finish on the house.

Nancy Wallerstein moved to amend the motion by adding the condition that the stucco finish be painted to match the color of the existing house. The amendment was accepted by Mr. Lindeblad as a friendly amendment to the original motion.

Thomas Housh, 4306 West 82nd Street, stated he has never seen anything remotely similar to the wall/structure that has been constructed at 8162 Delmar in Prairie Village. The wall/fence is overpowering. The neighborhood was unhappy with the initial approvals granted on this project. He noted the one side of the fence that will have a stucco surface faces his property. He feels this project has negatively impacted property values in the neighborhood.

Ken Vaughn noted the only question before the Commission is the height of the fence. Mr. Housh stated he does not think any portion of the fence is less than six feet in height. Mr. Vaughn asked why he was not objecting. Mr. Housh responded that through the many issues they have had on this project, they want the project completed and do not feel the reduction in height to six feet will be enough to make a difference on the impact of this fence. This project has been going on for two years with a very negative impact on the neighborhood. They simply want it over.

Nancy Wallerstein suggested requiring that all sides of the fence be stone covered. Mr. Enslinger noted stone coverage would violate the required 2-foot setback from the property line.

Randy Kronblad asked how this went from a three foot six inch retaining wall to a six to more than seven foot tall fence.

Dennis Enslinger noted the difference between the retaining wall and the fence and reviewed the history noting initially a wrought iron fence was proposed for the top of the retaining wall. He added the current fence is in compliance with city code except for its height.

Dirk Schafer asked if stucco or stone were approved for the fence material. Mr. Enslinger responded the plans showed stucco. Mr. Schafer asked if the stucco exterior surface was a violation of code requiring the good side finish of a fence to be on the outside. Mr. Enslinger responded staff was given the ability to approve acceptable materials and stucco is an acceptable building material. The focus of the Commission must be on the height.

Nancy Vennard stated she did not feel requiring them to remove the extra height was unreasonable. Mr. Enslinger replied staff recommendation is based on the belief that a straight line for the top of the fence would be more aesthetically pleasing than removing the excess height and creating a staggered look.

Bob Lindeblad called for the question. The motion as amended was voted on with the following votes cast: "aye" Lindeblad, Vaughn, Wallerstein and "nay" Vennard, Kronblad, Schafer. The motion was defeated.

Nancy Wallerstein stated she sees this as an opportunity to require the entire fence surface to be uniform as a condition of approval for the requested waiver. Nancy Vennard stated she felt an entirely stone faced fence of this height will appear to be even more massive.

Dirk Schafer stated he would like to see an accurate elevation of the entire wall

Dirk Schafer moved the Commission continue PC2009-110 until January 4, 2011 with the applicant to present at that time an elevation of the neighbor's side of the wall showing both the proposed and existing height of wall and a dashed line reflecting the height in compliance with City regulations. Randy Kronblad seconded the motion, which was voted on and passed unanimously.

Dennis Enslinger stated he would advise the applicant that if they wanted to pursue the request for a waiver of the Commission's action.

Next Meeting

Mr. Enslinger announced the January meeting will include a site plan approval from Westlake Hardware for the outdoor shopping area in Corinth Square and the plat of the UMB property.

CVS

Commission members requested if CVS resubmits for Corinth Square they would like to see the master plan for the center before taking any action on the application. Dennis Enslinger responded a concept plan was included in the CID request and that he would relay the request to Lane4.

ADJOURNMENT

With no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 7:55 p.m.

Ken Vaughn
Chairman

SISTER CITY COMMITTEE
13 December 2010
MINUTES

Call to Order

Chair Jim Hohensee called the meeting to order. Present: Vice Chair Carole Mosher, Vera Glywa, Cleo Simmonds, Dick Bills, and Cindy Dwigans. Also present: Ivan Novikov and Julie Matskevych. Staff: Chris Engel.

Minutes

Minutes from November 8, 2010 were approved.

Education

Carole reported the student reception went very well. The room space was more conducive to small group discussion and November has seemed to work well because it is the beginning of the school year. She suggested future receptions should continue that practice.

Carol also reported she has spoken with the representative that facilitates foreign exchange programs and there will be a student from Ukraine coming next year if a home-stay is located. There is an article addressing the need in the January Village Voice and the homes associations will be engaged shortly after then.

Publicity

Chris reported the new city website will be active by the end of the year and committee chairs will have the ability to update the content.

Jim reported an 18"x24" sign is \$65. The sign will feature a crossed-flag emblem and he will be checking with Rod for a logo graphic and also with Public Works for their approval of the size. Jim is also working on a publicity flyer that includes the history of our relationship with Dolyna.

Vera shared a few items of tchotchke that the logo could be screened onto. The committee discussed the usefulness of the items and the ease of transporting them to Ukraine. **Dick moved Vera purchase 250 magnifying glasses with the slim profile with the appropriate logo affixed in the amount of approximately \$255. Vera seconded and the motion carried.**

"Friends" Update

Dick reported there are two new members of the steering committee - Theresa Sullivan and Barbara Dolci. They will have their first meeting on a Monday in January.

New Business

Jim moved that up to \$625 be allocated to register Cindy Dwigans for the 2011 Sister Cities Conference. Dick seconded the motion and it carried.

Jim moved to recommend the Mayor appoint Ivan Novikov and Julie Matskevych as student representatives on the committee. The motion was seconded and carried.

The January meeting will be held on Saturday, January 8th at 6.00pm at The Blue Moose.

Jim Hohensee
Chair

SISTER CITY COMMITTEE
20 December 2010
MINUTES

Call to Order

Chair Jim Hohensee called the meeting to order. Present: Vice Chair Carole Mosher, Vera Glywa, Cleo Simmonds, Bob McGowan, Rod Atteberry and Phil Monnig. Staff: Chris Engel.

Due to the cost of the key chains getting too expensive the committee discussed other items to purchase before the end of the year. It is projected there will be about \$550 left in the budget.

Rod moved up to \$240 be spent on the magnifiers. Bob seconded and the motion carried.

Phil moved up to \$240 be spent on a sister city banner. Rod seconded and the motion carried.

Jim Hohensee
Chair

PARK AND RECREATION COMMITTEE

October 13, 2010

The Park and Recreation Committee met at 7.00pm. Present and presiding: Diana Ewy Sharp, Chair, **Kathy Peterson**, Diane Mares, Peggy Couch, Joe Nolke, Dan Searles, Tim O'Toole and Jim Bernard, Jr. Staff: Mike Helms, Chris Engel.

PUBLIC PARTICIPATION

Residents Wayne White and Tom Cleary requested city tennis nets be kept in better shape or replaced by nets of a sturdier design similar to tennis nets in Fairway. Diana said she would talk to Keith about the nets. Tom asked the procedure to get the resurfacing of the Harmon courts put on the CIP. Diana indicated she had met with Keith and for the short term, there are no funds available/no plan for doing so. She recommended they could request funds at a Council meeting in March while formulating the 2012 budget.

CONSENT AGENDA

Kathy moved for the approval of the September 8, 2010 minutes and the motion carried.

REPORTS

Public Works Report

Mike reported the 6A tennis meet left trash at the Harmon Courts after their meet. The restrooms at Harmon Park were also recently vandalized. Jim recommended looking into automatic time locks for the restroom facilities similar to locks he saw in Tonganoxie, KS. Mike will look into the concerns about the tennis nets.

Recreation Program Report

Chris presented the 2010 Recreation and SuperPass reports. Chris reported the trail project submitted for STP funding was not selected. A potential candidate for the vacant JTL coaching position has been identified and Chris will be scheduling an interview with her soon.

Community Center Committee

Jim reported the random survey should be mailed soon.

Chairperson's Report

Diana reported she had toured Franklin Park with Keith and it was coming together despite some park shelter delays. She reported the naturalized stream along Roe was very impressive. The engineering for the Cambridge Street realignment that is required as part of the 2011 Weltner Park improvement project is complete and there will be a neighborhood meeting in November. Public Works will be looking into fixing the fountain at Carroll Plaza for next year as a short-term fix until the 75th Street project gets moving. The grant-matching funds of \$366,000 budgeted in 2011 for the STP trail application has been sent to the Finance Committee with the recommendation those funds stay in the parks and not be reallocated.

OLD BUSINESS

Dan Blom, 5408 West 64th Terrace, reported Countryside East HA has had some conversations about the lack of greenspace in the NW corner of the city. They have had a few preliminary discussions with the Nall Avenue Church to lease/buy a portion of their property and would like the city to continue those discussions. Dan pointed out the parks master plan recommends looking at park expansion in this area and a new city facility could build on the synergy created by the 2011 Nall project with Mission. Diana will work with Laura and Dale Warman to investigate this potential opportunity.

INFORMATIONAL ITEMS

The next meeting will be November 10th.

Diana Ewy Sharp
Chairperson

PRAIRIE VILLAGE - MISSION HILLS

FINAL CRIME REPORT - 2010

| CRIME | 2006 | 2007 | 2008 | 2009 | 2010 | AVERAGE | 2010 +/- AVG |
|-------------------------|------------|------------|------------|------------|------------|---------------|---------------|
| Homicide | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 |
| Rape | 2 | 2 | 3 | 3 | 4 | 2.80 | 1.20 |
| Robbery | 4 | 2 | 5 | 7 | 1 | 3.80 | -2.80 |
| Assault | 71 | 70 | 84 | 80 | 110 | 83.00 | 27.00 |
| Burglary | 41 | 45 | 88 | 102 | 80 | 71.20 | 8.80 |
| Residence | 24 | 32 | 81 | 80 | 71 | 57.60 | 13.40 |
| Business/ Miscellaneous | 17 | 13 | 7 | 22 | 9 | 13.60 | -4.60 |
| Theft | 239 | 179 | 243 | 289 | 297 | 249.40 | 47.60 |
| Auto Theft | 19 | 34 | 26 | 18 | 20 | 23.40 | -3.40 |
| Arson | 2 | 9 | 8 | 3 | 5 | 5.40 | -0.40 |
| Forgery | 21 | 19 | 9 | 21 | 6 | 15.20 | -9.20 |
| Fraud | 23 | 4 | 6 | 11 | 22 | 13.20 | 8.80 |
| Criminal Damage | 123 | 95 | 88 | 156 | 262 | 144.80 | 117.20 |
| Sexual Offenses | 6 | 7 | 7 | 1 | 12 | 6.60 | 5.40 |
| TOTAL | 551 | 466 | 567 | 691 | 819 | 618.80 | 200.20 |

| ACCIDENTS | 2006 | 2007 | 2008 | 2009 | 2010 | AVERAGE | 2010 +/- AVG |
|------------------------------|------------|------------|------------|------------|------------|---------------|---------------|
| Fatal | 0 | 0 | 0 | 0 | 1 | 0.20 | 0.80 |
| Street - Injury | 33 | 28 | 26 | 25 | 35 | 29.40 | 5.60 |
| Street - Property + \$1,000* | 390 | 379 | 364 | 274 | 290 | 339.40 | -49.40 |
| Street - Property - \$1,000* | 45 | 49 | 48 | 39 | 64 | 49.00 | 15.00 |
| Private - Injury | 0 | 0 | 0 | 0 | 4 | 0.80 | 3.20 |
| Private - Property | 78 | 94 | 91 | 60 | 86 | 81.80 | 4.20 |
| Walk-In - Property | 47 | 65 | 56 | 46 | 51 | 53.00 | -2.00 |
| TOTAL | 593 | 615 | 585 | 444 | 531 | 553.60 | -22.60 |

| | | | | | | | |
|--------------------|---------------|---------------|---------------|---------------|--------------|---------------|------------------|
| TOTAL CALLS | 11,932 | 11,323 | 10,487 | 10,146 | 9,014 | 10,580 | -1,566.40 |
|--------------------|---------------|---------------|---------------|---------------|--------------|---------------|------------------|

PRAIRIE VILLAGE

FINAL CRIME REPORT - 2010

| CRIME | 2006 | 2007 | 2008 | 2009 | 2010 | AVERAGE | 2010 +/- AVG |
|------------------------|------------|------------|------------|------------|------------|---------------|---------------|
| Homicide | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 |
| Rape | 2 | 2 | 3 | 2 | 3 | 2.40 | 0.60 |
| Robbery | 4 | 2 | 5 | 6 | 1 | 3.60 | -2.60 |
| Assault | 65 | 69 | 74 | 73 | 105 | 77.20 | 27.80 |
| Burglary | 30 | 37 | 73 | 87 | 77 | 60.80 | 16.20 |
| Residence | 16 | 24 | 66 | 68 | 68 | 48.40 | 19.60 |
| Business/Miscellaneous | 14 | 13 | 7 | 19 | 9 | 12.40 | -3.40 |
| Theft | 212 | 154 | 194 | 236 | 273 | 213.80 | 59.20 |
| Auto Theft | 15 | 30 | 22 | 16 | 18 | 20.20 | -2.20 |
| Arson | 2 | 8 | 8 | 3 | 5 | 5.20 | -0.20 |
| Forgery | 21 | 19 | 9 | 21 | 6 | 15.20 | -9.20 |
| Fraud | 22 | 4 | 6 | 11 | 21 | 12.80 | 8.20 |
| Criminal Damage | 108 | 85 | 74 | 129 | 243 | 127.80 | 115.20 |
| Sexual Offenses | 6 | 7 | 7 | 1 | 12 | 6.60 | 5.40 |
| TOTAL | 487 | 417 | 475 | 585 | 764 | 545.60 | 218.40 |

| ACCIDENTS | 2006 | 2007 | 2008 | 2009 | 2010 | AVERAGE | 2010 +/- AVG |
|------------------------------|------------|------------|------------|------------|------------|---------------|---------------|
| Fatal | 0 | 0 | 0 | 0 | 1 | 0.20 | 0.80 |
| Street - Injury | 32 | 25 | 24 | 22 | 32 | 27.00 | 5.00 |
| Street - Property + \$1,000* | 345 | 352 | 323 | 244 | 266 | 306.00 | -40.00 |
| Street - Property - \$1,000* | 39 | 42 | 47 | 38 | 49 | 43.00 | 6.00 |
| Private - Injury | 0 | 0 | 0 | 0 | 4 | 0.80 | 3.20 |
| Private - Property | 72 | 94 | 86 | 58 | 83 | 78.60 | 4.40 |
| Walk-In Property | 45 | 58 | 50 | 46 | 47 | 49.20 | -2.20 |
| TOTAL | 533 | 571 | 530 | 408 | 482 | 504.80 | -22.80 |

| | | | | | | | |
|--------------------|--------------|--------------|--------------|--------------|--------------|--------------|------------------|
| TOTAL CALLS | 9,762 | 9,511 | 8,580 | 8,442 | 7,450 | 8,749 | -1,299.00 |
|--------------------|--------------|--------------|--------------|--------------|--------------|--------------|------------------|

MISSION HILLS

FINAL CRIME REPORT - 2010

| CRIME | 2006 | 2007 | 2008 | 2009 | 2010 | AVERAGE | 2010 +/- AVG |
|------------------------|-----------|-----------|-----------|------------|-----------|--------------|---------------|
| Homicide | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 |
| Rape | 0 | 0 | 0 | 1 | 1 | 0.40 | 0.60 |
| Robbery | 0 | 0 | 0 | 1 | 0 | 0.20 | -0.20 |
| Assault | 6 | 1 | 10 | 7 | 5 | 5.80 | -0.80 |
| Burglary | 11 | 8 | 15 | 15 | 3 | 10.40 | -7.40 |
| Residence | 8 | 8 | 15 | 12 | 3 | 9.20 | -6.20 |
| Business/Miscellaneous | 3 | 0 | 0 | 3 | 0 | 1.20 | -1.20 |
| Theft | 27 | 25 | 49 | 53 | 24 | 35.60 | -11.60 |
| Auto Theft | 4 | 4 | 4 | 2 | 2 | 3.20 | -1.20 |
| Arson | 0 | 1 | 0 | 0 | 0 | 0.20 | -0.20 |
| Forgery | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 |
| Fraud | 1 | 0 | 0 | 0 | 1 | 0.40 | 0.60 |
| Criminal Damage | 15 | 10 | 14 | 27 | 19 | 17.00 | 2.00 |
| Sexual Offenses | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 |
| TOTAL | 64 | 49 | 92 | 106 | 55 | 73.20 | -18.20 |

| ACCIDENTS | 2006 | 2007 | 2008 | 2009 | 2010 | AVERAGE | 2010 +/- AVG |
|------------------------------|-----------|-----------|-----------|-----------|-----------|--------------|--------------|
| Fatal | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 |
| Street - Injury | 1 | 3 | 2 | 3 | 3 | 2.40 | 0.60 |
| Street - Property + \$1,000* | 45 | 27 | 41 | 30 | 24 | 33.40 | -9.40 |
| Street - Property - \$1,000* | 6 | 7 | 1 | 1 | 15 | 6.00 | 9.00 |
| Private - Injury | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 |
| Private - Property | 6 | 0 | 5 | 2 | 3 | 3.20 | -0.20 |
| Walk-In - Property | 2 | 7 | 6 | 0 | 4 | 3.80 | 0.20 |
| TOTAL | 60 | 44 | 55 | 36 | 49 | 48.80 | 0.20 |

| | | | | | | | |
|--------------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|
| TOTAL CALLS | 2,170 | 1,812 | 1,907 | 1,704 | 1,564 | 1,831 | -267.40 |
|--------------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|

**Council Members
Mark Your Calendars
January 18, 2011**

| | |
|-----------------------|---|
| January 2011 | Carol Miller ink exhibit in the R. G. Endres Gallery |
| February 2011 | Jon Freeman exhibit in the R. G. Endres Gallery |
| February 7 | City Council Meeting |
| February 21 | City offices closed in observance of Presidents' Day |
| February 22(Tues.) | City Council Meeting |
| March 2011 | Ted Denton 3-D exhibit in the R. G. Endres Gallery |
| March 7 | City Council Meeting |
| March 11 | Artist reception in the R. G. Endres Gallery 6:30 - 7:30 |
| March 21 | City Council Meeting |
| April 2011 | Sarah Bracco & Jeannie McDermott watercolor exhibit in the R. G. Endres Gallery |
| April 4 | City Council Meeting |
| April 18 | City Council Meeting |
| May 2011 | Bryan Voell mixed media exhibit in the R. G. Endres Gallery |
| May 2 | City Council Meeting |
| May 16 | City Council Meeting |
| May 30 | City offices closed in observance of Memorial Day |
| June 2011 | Nancy Todd Roberts oils exhibit in the R. G. Endres Gallery |
| June 6 | City Council Meeting |
| June 20 | City Council Meeting |
| July 2011 | Senior Arts Council exhibit in the R. G. Endres Gallery |
| July 4 | VillageFest |
| July 4 | City offices closed in observance of Independence Day |
| July 5(Tues.) | City Council Meeting |
| July 8 | Artist reception in the R. G. Endres Gallery 6:30 - 7:30 |
| July 18 | City Council Meeting |
| August 2011 | Cortney Christensen photography & watercolors exhibit in the R. G. Endres Gallery |
| August 1 | City Council Meeting |
| August 12 | Artist reception in the R. G. Endres Gallery 6:30 - 7:30 |
| August 15 | City Council Meeting |
| September 2011 | |
| September 5 | City offices closed in observance of Labor Day |
| September 6(Tues.) | City Council Meeting |
| September 10 | JazzFest |
| September 19 | City Council Meeting |
| October 2011 | State of the Arts Exhibit in the R. G. Endres Gallery |
| October 3 | City Council Meeting |
| October 14 | Artist reception in the R. G. Endres Gallery 6:00 - 8:00 |
| October 17 | City Council Meeting |

November 2011

November 7 City Council Meeting
November 21 City Council Meeting
November 24 City offices closed in observance of Thanksgiving
November 25 City offices closed in observance of Thanksgiving

December 2011

December 5 Richard Joslin watercolor exhibit in the R. G. Endres Gallery
December 5 City Council Meeting
December 9 Artist reception in the R. G. Endres Gallery
December 19 City Council Meeting
December 26 City offices closed in observance of Christmas

ANIMAL CONTROL COMMITTEE

AC96-04 Consider ban the dogs from parks ordinance (assigned 7/15/96)

COUNCIL COMMITTEE

COU2007-02 Consider Reducing size of Council & term limits for elected officials (assigned 1/8/2007)
COU2007-35 Consider reactivation of Project 190709: 83rd Street/Delmar Drainage Improvements
COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)
COU2007-74 Consider reactivation of Prairie Village Development Corporation (assigned 12/3/2007)
COU2008-67 Consider sidewalk policy relative to sidewalks (8200 Rosewood) (assigned 8/13/2008)
COU2008-75 Consider approval of a modification to Personnel Policy 910 regarding "comp time" (assigned 10/1/2008)
COU2009-14 Consider Project 190870: 2010 Street Resurfacing Program (assigned 1/13/2009)
COU2009-16 Consider Project 190876: 2010 CARS, 83rd Street Resurfacing from Nall Avenue to Roe Avenue (assigned 1/13/2009)
COU2009-26 Consider Project 190722: 2010 Storm Drainage Repair Program (assigned 2/6/2009)
COU2009-63 Consider Project 190866 - 75th Street Paving (assigned 6/10/2009)
COU2009-100 Consider Project 190728: Prairie Lane Drainage Project (assigned 10/14/2009)
COU2011-01 Consider approval of amendments to the Police Pension Plan (assigned 1/12/2011)
COU2011-02 Consider approval of UMB Bank for Banking Services (assigned 1/12/2011)
COU2011-03 Consider approval of the 2011 SuperPass Interlocal Agreement (assigned 1/12/2011)
COU2011-04 Consider 2011 Recreation Fee Schedule (assigned 1/14/2011)

PARKS AND RECREATION COMMITTEE

PK97-26 Consider Gazebo for Franklin Park (assigned 12/1/97)

PLANNING COMMISSION

PC2007-01 Study City zoning regulations to address those items identified by the Village Vision Strategic Investment Plan in 2007 (assigned 8/20/2007)
PC2008-02 Consider development of ordinances to support best practices for renewable energy and for green design related to residential and commercial building design (assigned 7/7/08)

PRAIRIE VILLAGE ARTS COUNCIL

PVAC2000-01 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for the 1st Quarter of 2001)