

**MERRIAM CITY COUNCIL AGENDA
CITY HALL
9001 WEST 62ND STREET
January 11, 2021
7:00 P.M.**

This is a virtual meeting.

The public may participate by joining the meeting at:

<https://us02web.zoom.us/j/89812726192?pwd=bjJjakV0djlOK2svcFZRcjNYd2JYUT09>

1-929-205-6099

Webinar ID: 898 1272 6192

Passcode: 612345

If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-322-5500 no later than 24 hours prior to the beginning of the meeting.

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC ITEMS

In response to COVID-19 and remote City Council meetings, the public comment process that normally occurs during the City Council meeting has temporarily changed. Members of the public are still encouraged to share comments about matters that may or may not appear on the agenda by the following process below:

Submit public comment to the City Clerk at jpinnick@merriam.org by 6 p.m. on the date of the meeting; comments are limited to 500 words; must include "Public Comment" in the subject line; commenters must include their name and their address. Late submissions, submissions without "Public Comment" in the subject line; and comments without name and address will not be read into the public record. In accordance with the *Governing Body Rules of Procedure*, the City reserves the right to refuse Public Comments that are personal, impertinent or slanderous.

IV. CONSENT AGENDA

All items listed under the heading are considered to be routine by the City Council and may be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case that item will be removed from the Consent Agenda and considered separate.

1. Consider approval of the minutes of the City Council meeting held December 14, 2020.
2. Consider approval of a facility partnership agreement with Peerfit.

V. MAYOR'S REPORT

1. 4th Quarter 2020 Employee Service Awards.

VI. COUNCIL ITEMS

1. Consider approval of an agreement with Overland Park amending a traffic signal agreement and approval of a Memorandum of Understanding.
2. Consider approval of a contract with U.S. Bank for banking services.
3. CIP Update.

VII. STAFF ITEMS

VIII. EXECUTIVE SESSION

IX. ADJOURNMENT

Respectfully submitted,

Juliana Pinnick

City Clerk

MERRIAM CITY COUNCIL MINUTES

**CITY HALL
9001 WEST 62ND STREET**

December 14, 2020

7:00 P.M.

This was a virtual meeting via Zoom.

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mayor Sissom called the meeting to order at 7:00 pm.

II. ROLL CALL

The following Councilmembers were present via Zoom meeting:

Scott Diebold
Chris Evans Hands
Bruce Kaldahl
Brian Knaff
David Neal
Bob Pape
Jason Silvers
Whitney Yadrich

Staff present via Zoom meeting: Chris Engel, City Administrator; Ryan Denk, City Attorney; Meredith Hauck, Assistant City Administrator; Jim MacDonald, Public Works Director; Jenna Gant, Communication and Public Engagement Manager; Darren McLaughlin, Police Chief; Bryan Dyer, Community Development Director; Donna Oliver, Finance Director; and Park and Recreation Director Anna Slocum.

III. PUBLIC ITEMS

In response to COVID-19 and remote City Council meetings, the public comment process that normally occurs during the City Council meeting has temporarily changed. Members of the public are still encouraged to share comments about matters that may or may not appear on the agenda by the following process below:

Submit public comment to the Assistant City Administrator at mhauck@merriam.org by 6 p.m. on the date of the meeting; comments are limited to 500 words; must include "Public Comment" in the subject line; commenters must include their name and their address. Late submissions, submissions without "Public Comment" in the subject line; and comments without name and address will not be read into the public record. In accordance with the *Governing Body Rules of Procedure*, the City reserves the right to refuse Public Comments that are

personal, impertinent or slanderous.

Merry Christmas from René and Billy Croan at 6633 Wedd Street if we don't talk again before the 25th.

We pledge allegiance to the flag, of the United States of America, and to the republic for which it stands...

I would like to bring back this tradition.

Perhaps you guys have been doing the pledge individually, before the zoom starts, and if so my apologies for jumping to conclusions.

I've been trying to put my finger on it, and one of the things I miss most dearly about our city council meetings from before COVID-19 began was the Pledge of Allegiance, which everyone in the room said together. It takes only a few seconds to recite these words and come *together* across distance and generations. And, I cannot remember a time when people needed to come together more than we do today.

If we cannot do so physically, we may at least in spirit, as Americans, as one nation under God, indivisible, with liberty, and justice for all.

Thanks, and I wish you a joyful holiday season!

IV. CONSENT AGENDA

All items listed under the heading are considered to be routine by the City Council and may be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case that item will be removed from the Consent Agenda and considered separate.

1. Consider approval of the minutes of the City Council meeting held November 23, 2020.
2. Consider approval of the 2021 Farmers Market Operating schedule
3. Consider approval of an agreement with Jonson County CARS for the 2021 East Frontage Road improvements from 67th Street to 75th Street.

COUNCILMEMBER PAPE MOVED THAT THE COUNCIL APPROVE CONSENT AGENDA ITEMS 1-3. COUNCILMEMBER SILVERS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

V. MAYOR’S REPORT

1. 2021 Merriam Legislative Agenda Draft

City Administrator Chris Engel provided the background for this item.

Each year City Council adopts a legislative agenda that establishes its legislative priorities for the upcoming session. The agenda is the result of discussions with the League of Kansas Municipalities, Northeast Johnson County Chamber, Johnson County, neighboring managers, department heads and the city’s legislative lobbyist, Stuart Little. Each item has a note that indicates the items status and what organizations are supporting that item in their 2021 platforms.

The 2021 Draft Agenda incorporates the following two new items:

- Pandemic Response – supports financial and administrative support to cities and a clarification on the authority of cities to respond during emergencies.
- Energy Efficiency – supports a statewide energy plan and the establishment of incentives to encourage energy efficiency similar to those in Missouri. This position supports Merriam City Council sustainability goals.

The remaining items are holdovers from 2020; some are exactly the same, others contain updated wording but no substantial changes.

This draft was reviewed by Stuart Little, and he agrees it contains the appropriate items to address.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL THE 2021 LEGISLATIVE AGENDA AS PRESENTED. COUNCILMEMBER NEAL SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

VI. COUNCIL ITEMS

1. Consider approval of an agreement with Johnson County for Enforcement of County Health Order

City Administrator Chris Engel provided the background for this item.

On November 13, 2020, the BOCC, sitting as the Johnson County Board of Public Health, adopted Johnson County Board of Public Health Order No. 002-20 (the "Health Order"). Among other things, the Health Order established certain social distancing requirements and limitations on gatherings for individuals, businesses, and activities. The Health Order became effective in all of Johnson County as of 12:01 A.M. on Monday,

November 16, 2020, and shall remain in effect through 11:59 P.M. on January 31, 2021, unless otherwise amended, revoked, or replaced.

The Health Order was issued by the County pursuant to certain statutory authority, namely K.S.A. 65-119. This type of order could generally be enforced by the district attorney pursuant to K.S.A. 65-127 and, depending on the situation, K.S.A. 65-129. However, there has been concern over the practical ability to enforce such rules given the backlog of cases currently pending in district court.

However, pursuant to K.S.A. 19-101d, the Board of County Commissioners has the power to enforce certain of its "resolutions" by prosecution in the Johnson County Codes Court. To help alleviate District Court pressures, and presumably better allow the County to enforce its own Health Order, on November 19, 2020, the County adopted Resolution No. 108-20 establishing noncompliance with the Health Order as a violation of the Johnson County Code.

However, due to the city's home rule authority, there is some question as to whether the County can enforce its own resolutions in Johnson County Codes Court within city limits, absent an agreement by the applicable city to allow for that enforcement. Accordingly, the County has requested the cities approve an agreement with the County allowing for County enforcement of the Health Order, as incorporated into the County Code. That Agreement is presented tonight to the City Council for consideration and approval.

The City Attorney has worked with other city attorneys and the County on preparing and finalizing an acceptable form of Agreement, which provides for the following:

- The County, and not the City, will be responsible for enforcement of the Health Order within the City limits. The City agrees to reasonably cooperate with the County in the sharing of information related to enforcement, and to also assist in educating its citizens as to the requirements of the Health Order.
- The Agreement is limited only to Johnson County Board of Public Health Order No. 002-20. No other orders would be covered by this Agreement (there are not currently any in effect, but if there should be, the County and the City could amend the Agreement appropriately).
- The county health order and its enforcement apply only to businesses and are mostly concerned with hours of operation, gathering size and distancing. The wearing of masks is part of statewide order and is enforced separately through the district attorney's office.

Either party can terminate the Agreement at any time, if deemed in the best

interests of the City or County.

Overland Park, Leawood and Prairie Village approved this agreement last week.

City Attorney Ryan Denk commented that in speaking with the County Attorney, she indicated that for enforcement in county codes court, they would need this agreement between the cities and county which allows cities to defer enforcement through the County. This only covers the existing County Health Order.

COUNCILMEMBER PAPE MOVED THAT THE COUNCIL APPROVE AN AGREEMENT WITH JOHNSON COUNTY FOR THE ENFORCEMENT OF THE COUNTY HEALTH ORDER. COUNCILMEMBER HANDS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

2. Consider approval of the ETC Citizen and Business Survey Tools

Assistant City Administrator Meredith Hauck provided the background for this item.

The Council discussed the 2021 Citizen and Business ETC surveys at its November 9 and November 23 meetings. The next step in this process is to approve the tools used for each survey.

The majority of the questions asked on each tool are set by ETC to allow the City to benchmark against past results and other communities across the country. Questions 16 and 17 on the ETC Citizen survey were customized based on current community issues. As requested at the November 23 meeting, updates were made to question 16.5 in the Citizen Survey and question 29 on the Business Survey.

This meeting is the deadline to approve the survey tools in order to stay on schedule for distributing the survey in early January. Question 16.5 is asking about bringing a grocery store to Merriam and if residents are willing to use public incentives to get a grocery store.

Discussion among the Council concluded that if public sentiment for bringing a grocery store to Merriam would likely not support public incentives, but an opportunity for a grocery store as part of a larger development project came forward, Council would use communications tools to provide further information to residents.

COUNCILMEMBER PAPE MOVED THAT THE COUNCIL APPROVE THE ETC CITIZEN AND BUSINESS SURVEY TOOLS. COUNCILMEMBER YADRICH SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

3. Consider approval of a Resolution amending the Employee Handbook

Assistant City Administrator Meredith Hauck provided the background for this item.

In late 2019, the City hired a new Finance Director and Human Resources Manager. As part of the transition of these departments, staff conducted a review of the existing employee handbook. A number of minor updates were identified to bring it into alignment with current law, policies, and practices and to provide clarification, as needed.

These proposed updates have been vetted by the Department Head team.

A summary memo, as well as red-line and clean versions of each affected policy were included in the agenda packet. If approved, all changes would go into effect on January 1, 2021.

COUNCILMEMBER SILVERS MOVED THAT THE COUNCIL APPROVE A RESOLUTION AMENDING THE EMPLOYEE HANDBOOK OF MERRIAM, KANSAS. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

4. Consider approval of the final pay request for McCarthy Building Companies for the Merriam Community Center project

Assistant City Administrator Meredith Hauck provided the background for this item.

McCarthy Building Companies has completed their work on the Merriam Community Center project, and staff is requesting approval to issue the final payment of \$87,777.64.

With this final payment, the total amount of McCarthy's contract is \$33,232,947.07. In January 2019, the City Council approved a guaranteed maximum price of \$32,500,205.00 for McCarthy's contract. The overage of \$732,742.07 is due to change orders requested by the City. Each change order was approved either by staff or Council in accordance with the City's purchasing policy for this project. Budgeted owner contingency was used to pay for costs associated with these change orders, and overall, the project remains on target to come in under the \$36.6 million budgeted.

Staff will provide a financial update on the full community center project in January.

Councilmember Knaff commended city staff for all their hard work on the Community Center project.

COUNCILMEMBER DIEBOLD MOVED THAT THE COUNCIL APPROVE THE FINAL PAY REQUEST TO MCCARTHY BUILDING COMPANIES FOR THE MERRIAM COMMUNITY CENTER PROJECT. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

5. Consider approval of an ordinance amending Chapter 47 of the Merriam Code of Ordinances related to hiking and biking trails (*recommend waiving first reading*)

Parks and recreation Director Anna Slocum provided the background for this item.

Chapter 47; Article III; Section 47–90 is in need of updating to remain in compliance with the American with Disability Act (ADA). The change by the Department of Justice requires local governments to revise policies allowing other power driven mobility devices “OPDMD” to be used by individuals with mobility issues in areas open to pedestrian use.

Staff is recommending the following changes to the Municipal Code.

1. Retitling the section eliminating the term Parcourse from the title.
2. Adding the definitions of various modes of motorized transportation that are easily identifiable.
3. Defining Permitted and restricted allowing electric-assisted bicycles and motorized wheelchairs on designated paths while still allowing authorized individuals the ability to access the areas with necessary equipment.

Electric-assisted bicycles and motorized wheelchairs are limited in speed. The change specifically does not allow for other motorized conveyances. Since many trail systems are interconnected, this change will align the code with other metropolitan cities while addressing the ADA requirements.

The Park and Recreation Advisory Board has reviewed the code and recommend approval.

Councilmember Silvers asked if motorized wheelchairs include mobility scooters.

City Attorney Ryan Denk commented that the definition of motorized wheelchairs would include mobility assistance scooters.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL WAIVE THE CUSTOMARY FIRST READING OF AN ORDINANCE AMENDING CHAPTER 47 OF THE MERRIAM CODE OF ORDINANCES RELATED TO HIKING AND BIKING TRAILS. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

COUNCILMEMBER PAPE MOVED THAT THE COUNCIL APPROVE AN ORDINANCE AMENDING CHAPTER 47 OF THE MERRIAM CODE OF ORDINANCES RELATED TO HIKING AND BIKING TRAILS. COUNCILMEMBER DIEBOLD SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

6. Year-End Financial Update

Finance Director Donna Oliver commented that there was a question regarding the final numbers on the demolition of the Irene B French Center. The final payout to the contractor was \$107,915.00 which included the two change orders for the additional sewer line disconnection and removal of two cisterns.

For the 2020 budget year, it appears that the ending fund balance for the General Fund will be the same as forecasted when the 2020 budget was approved in August of 2019. The deferment of some major expenditures and an increase in use taxes, which is taxes collected in internet purchases as well, the retail sales tax collections were better than anticipated with the pandemic helped with the ending fund balance for the General Fund.

The Transient Guest Tax Fund did have a loss of revenue as travel is low under the current situation. There were reduced expenses for that fund as well but there will still be an ending fund balance of approximately \$138,000 less than anticipated.

City Administrator Chris Engel reminded the council that for the 2021 budget, some expenses were moved from the Transient Guest Tax Fund to the General Fund to help offset any projected loss of revenue.

An overall look at the total of all funds is projected to have an ending fund balance of \$25,306, 213. In August of 2020 staff had projected an ending balance of \$20,468,723, so the ending balance has improved over the past few months. Reductions in expenditures for capital improvement projects as well as better than anticipates sales tax collections has helped the bottom line. One example of this would be the demolition of the Irene B. French Center which was originally budgeted at \$650,000; that project came in at only \$107,915 so that was a huge savings.

There was some discussion regarding the Transient Guest Tax and a statute that allows anyone staying over 30 days in a hotel not being required to pay the transient guest tax and if there is a way to determine how often that occurs with the Merriam hotels and possible explore a way to opt out of that provision. Staff will conduct some research and provide an update to the council when the information is available.

7. November Finance Report (*in packet*)

8. CIP Update (*in packet*)

VII. STAFF ITEMS

City Administrator Chris Engel thanked the council for their support this past year with all the challenges of the pandemic. Council was very involved in making suggestions to staff on ways to reduce expenses and supporting staff all along the way.

Councilmember Pape thanked all city staff for their hard work this past year and their willingness to reduce their budget and make concessions where needed.

Councilmember Hands echoed Councilmember Pape's comments and further commented that staff has made many accommodations in their regular operations this past year in response to the pandemic and she thanked all the staff for their diligence and hard work.

Councilmember Silvers commented that while working at home since March he has been able to see so many things that city staff does on a daily basis that he was unaware of.

Councilmember Neal echoed many comments shared by the other councilmembers, specifically their efforts in keeping staff safe during the pandemic.

Mayor Sissom commented that last week he was able to attend a staff event and he received many comments from staff members about how much they enjoy working for the City of Merriam. He has also received emails from staff thanking him and the City Council for their support.

VIII. EXECUTIVE SESSION

IX. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER PAPE MOVED TO ADJOURN AT 8:19 PM. COUNCILMEMBER YADRICH SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Respectfully submitted,

Juliana Pivick
City Clerk



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Peerfit Facility Partnership Agreement
SUBMITTED BY: Anna Slocum, Director Parks and Recreation
MEETING DATE: January 11, 2021

PROJECT BACKGROUND/DESCRIPTION:

Staff is seeking approval to join Peerfit Facility Partnership program. Peerfit is digital fitness platform that provides employers, their employees and Medicare Advantage members access to a variety of fitness studios and gyms. The benefit is available to any employee of a corporation that participates in the platform. It is designed to work as an individual membership even if employers have extended the benefit to family members.

Peerfit creates a bridge to insurance dollars as it awards wellness dollars or “credits” to participating members to spend at Peerfit Partners. Participants make a reservation through Peerfit for either a day pass or monthly membership. Once the reservation is complete, an email is sent notifying the location who is coming and when they will arrive. Reimbursement is on a monthly basis via direct deposit and includes total reimbursement with a breakdown of attendance. Similar to other insurance based programs, there is a standard reimbursement rate for services. Peerfit will reimburse as follows:

Daily Visit Reimbursement	\$9 /visit – unlimited based on participants available “credits”
Monthly Membership Reimbursement	\$28/month

This program expands the opportunity for patron participation. Residents with this benefit will seek facilities that are participating in this program as there is no additional money out of pocket.

The program would begin at Merriam Community Center upon completion of program registration procedures.

CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections
 Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract: NA
Amount Budgeted: NA
Funding Source/Account #: NA

SUPPORTING DOCUMENTS

Peerfit Facility Partnership Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of the agreement with Peerfit and requests authorization for staff to execute the agreement.



Facility Partnership Agreement

Peerfit, Inc. (“Peerfit”)

Wellness Partner

Admin Name:	Facility Name (Client Facing Name):	Merriam Community Center
Representative: Paul Coe	Legal Name (as shown on entity’s tax return):	City of Merriam
Phone: <u>813-392-3351</u>	Contact Name:	Anna Slocum
Email: <u>paul@peerfit.com</u>	Contact Phone:	<u>913.322.5550</u>
	Contact Email:	<u>aslocum@merriam.org</u>

This Facility Partnership Agreement (“Agreement”) confirms the participation of Wellness Partner in Peerfit’s network of studios and gyms according to the terms set forth herein. This agreement begins on 02/01/2021.

Section 1. Pricing.

(a) Wellness Partner shall provide classes to Peerfit users at the rate of:

Location(s): Merriam Community Center
Class: Day Pass

Reimbursement: \$9.00

Location(s):
Class:

Reimbursement: \$

Location(s):
Class:

Reimbursement: \$

(b) Wellness Partner shall provide unlimited access to its facilities and classes via a month-to-month membership to Peerfit users who enroll in such membership at the rate of:

Location(s): Merriam Community Center Reimbursement: \$28.00

Location(s): _____ Reimbursement: \$

Section 2. Confidentiality. Subject to the provisions of the Kansas Open Records and Open Meetings Acts, Wellness Partner shall ensure that the details of this Agreement will never be disclosed to Peerfit users; any user purchasing on his or her own directly via Wellness Partner will not receive the benefit of the special rate provided directly to Peerfit.

Section 3. Logo and Other IP. Wellness Partner shall provide Peerfit with class descriptions, photographs, and Wellness Partner's logo. Additionally, Wellness Partner grants Peerfit permission to use its logo, trademark, and photos on the Peerfit website, in press releases, and in any marketing campaigns/events and channels as set forth in the Facility Partnership Terms and Conditions. Peerfit will create a page for Wellness Partner on the Peerfit website and mobile apps that features such photos and includes text, content, Wellness Partner's class schedules, and so on.

Section 4. Class Updates. Wellness Partner shall notify Peerfit when classes are removed from Wellness Partner's schedule. This should be done by notifying Wellness Partner's Wellness Partnership Manager in writing, or automatically through Wellness Partner's scheduling platform if Wellness Partner uses MINDBODY for such purpose.

Section 5. Terms. The Facility Partnership Terms and Conditions (the "Terms") linked here: <https://peerfit.com/studio-terms-of-service> are incorporated into this Agreement by reference, and by executing this Agreement Wellness Partner is agreeing to such Terms. Peerfit may amend the Terms from time to time, in its sole discretion, with or without notice. Peerfit will endeavor to provide prompt notice to Wellness Partner of any material changes to the Terms. The exception to the incorporation of the PeerFit terms and conditions is that Section 9.2 of the terms and conditions shall be amended to provide as follows: "The parties agree to try to resolve any dispute relating to this Agreement through informal negotiations in good faith with escalation as necessary to the chief executive officers or other decision-makers of each company. This Agreement shall be governed by and construed according to the laws of the State of Florida, U.S.A., excluding its conflict of laws rules or principles. The exception to this choice of law is that a matters relating to the formation, operation and liability of Wellness Partner shall be governed in accordance with the laws of the State of Kansas. All disputes arising under or in connection with this Agreement shall be adjudicated through mandatory arbitration through the American Arbitration Association. The parties do hereby expressly agree to waive their right to a jury trial."

Section 6. W-9. Wellness Partner shall provide to Peerfit a completed W-9 form. Wellness Partner represents and warrants that it has obtained any and all licenses, certificates and/or approvals required by applicable law (including but not limited to business licenses where applicable) for the performance of this Agreement.

Section 7. Marketing. Peerfit shall be responsible for marketing Peerfit's services and finding Peerfit participants through channels that Peerfit deems appropriate.

Section 8. Reservations. Peerfit shall provide reservation requests to Wellness Partner as they are received by Peerfit, and in one or more of the following formats: MINDBODY, or other third party scheduling platforms, email, etc. Peerfit shall maintain its website and mobile app as a central user interface for users to access information about Wellness Partner, make reservations for Wellness Partner classes, purchase memberships with Wellness Partner, and review Wellness Partner’s classes.

Section 9. Payment. Peerfit shall pay, on a monthly basis, the pre-negotiated rate for each reservation for a Wellness Partner class booked or Wellness Partner membership purchased through Peerfit unless such reservation (1) was cancelled by Peerfit or the Peerfit member in accordance with the Wellness Partner’s cancellation policy up to 12 hours prior to the start time of such class; (2) was cancelled by the Wellness Partner after confirming with Peerfit. Payments will be made via ACH.

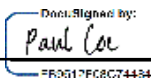
WELLNESS PARTNER agrees to keep the details of this Agreement confidential, subject to the provisions of the Kansas Open Meetings and Open Records Acts.

. Agreed to by: Peerfit, Inc.

Peerfit Wellness Partner

Printed Name: Paul Coe

Printed Name: Anna Slocum

Signature:  _____
DocuSigner by:
Paul Coe
#F0517FC8C74434

Signature: _____

Date: _____

Date: _____

Payment Details

Payment Remit Name: _

Tax ID #: _____

Mailing address: _____

Bank Name: _____

Bank Routing Number:

Bank Account Number:

W9 INSTRUCTIONS

Is your entity taxed as an individual or a business?

INDIVIDUAL

- Line 1: Enter the individual name as shown on your tax return.
- Line 2: If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.
- Line 3: Check the box individual/sole proprietor or single-member LLC.
- Line 4: If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.
- Line 5: Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.
- Line 6: Enter your city, state, and ZIP code.
- Part I. Taxpayer Identification Number (TIN) - Enter your Social Security number in the box.

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.																																							
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stephanie Massey																																									
2 Business name/disregarded entity name, if different from above Beach Pilates																																									
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																						
	<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																								
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>																																								
	<input type="checkbox"/> Other (see instructions) ▶ _____																																								
5 Address (number, street, and apt. or suite no.) See instructions. 123 Beach Drive		Requester's name and address (optional)																																							
6 City, state, and ZIP code Saint Petersburg, FL 33701																																									
7 List account number(s) here (optional)																																									
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																									
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center; font-size: small;">Social security number</th> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">-</td> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">-</td> <td style="text-align: center;">6</td> <td style="text-align: center;">7</td> <td style="text-align: center;">8</td> <td style="text-align: center;">9</td> </tr> </table> or <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center; font-size: small;">Employer identification number</th> </tr> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table>	Social security number									1	2	3	-	4	5	-	6	7	8	9	Employer identification number																		
Social security number																																									
1	2	3	-	4	5	-	6	7	8	9																															
Employer identification number																																									

BUSINESS

- Line 1: Enter the entity's name as shown on the entity's tax return.
- Line 2: If you have a business name, trade name, DBA name, or disregarded entity name that differs from line 1, enter it on line 2.
- Line 3: Check the appropriate box on line 3 for the U.S. federal tax classification of the entity whose name

is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> • Corporation 	Corporation
<ul style="list-style-type: none"> • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> • Partnership 	Partnership
<ul style="list-style-type: none"> • Trust/estate 	Trust/estate

- Line 4: If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.
- Line 5: Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.
- Line 6: Enter your city, state, and ZIP code.
- Part I. Taxpayer Identification Number (TIN) - Enter your TIN in the appropriate box.
 - Sole Proprietorship - If you have an EIN, you may enter either your SSN or EIN.
 - Single-member LLC that is disregarded as an entity separate from its owner - enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN.
 - A disregarded entity refers to a business entity with one owner that is not recognized for tax purposes as an entity separate from its owner. A single-member LLC ("SMLLC"), for example, is considered to be a disregarded entity.
 - LLC is classified as a corporation or partnership, enter the entity's EIN.

Form **W-9**
 (Rev. November 2017)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Yoga 333 Studio, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 123 Fitness Lane	Requester's name and address (optional)
6 City, state, and ZIP code Tallahassee, FL 32313	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
- -									
or									
Employer identification number									
-									

Please note: You should never have both a Social security number and EIN listed on Part I of Form W-9. Please make corrections as needed.

Form **W-9**
 (Rev. November 2017)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

2 Business name/disregarded entity name, if different from above

Requester's name and address (optional)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Social security number

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number*

To Give **Certification**

the Requester for guidelines on whose number to enter.

or

Employer identification number									

Part II

Under penalties of perjury, I certify that:

1. The number shown on this form 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 (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Sign Here **Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of
 U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

Certificate Of Completion

Envelope Id: 51EDE6F4661D41D093B2E6768683CA13
 Subject: Merriam Community Center - Please DocuSign: Facility Partnership Agreement
 Source Envelope:
 Document Pages: 8
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 Paul Coe
 1060 Woodcock Rd
 Ste 128 #96128
 Orlando, FL 32803-3607
Paul@peerfit.com
 IP Address: 71.229.49.94

Record Tracking

Status: Original
 11/5/2020 11:48:57 AM

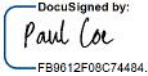
Holder: Paul Coe
Paul@peerfit.com

Location: DocuSign

Signer Events

Paul Coe
paul@peerfit.com
 Wellness Solutions Team Lead
 Peerfit
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 FB9012F08C74484...
 Signature Adoption: Pre-selected Style
 Using IP Address: 71.229.49.94

Timestamp

Sent: 11/5/2020 12:36:05 PM
 Viewed: 11/5/2020 12:36:13 PM
 Signed: 11/5/2020 12:36:26 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/27/2017 11:19:32 AM
 ID: 551bdaf3-e561-462c-8a80-38f1f997d838

Anna Slocum
aslocum@merriam.org
 Security Level: Email, Account Authentication
 (None)

Sent: 11/5/2020 12:36:28 PM
 Viewed: 11/6/2020 10:37:37 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/6/2020 10:37:37 AM
 ID: deaac5ef-4b4e-4c06-9531-57d00b00f08f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Tracy Curry
vendors@peerfit.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Katelyn Collins katelyn@peerfit.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2020 12:36:05 PM
Certified Delivered	Security Checked	11/6/2020 10:37:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, peerfit, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact peerfit, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: matt@peerfit.com

To advise peerfit, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at matt@peerfit.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from peerfit, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to matt@peerfit.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with peerfit, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- . send us an e-mail to matt@peerfit.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify peerfit, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by peerfit, Inc. during the course of my relationship with you.

4th Quarter 2020 Employee Service Awards

10 Years of Service

Sheila Sheridan - Court Administrator

Laura Larison - Police Department



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Agreement between Overland Park and City of Merriam for the Operation and Maintenance of Traffic Signal Systems, Intersection Cameras and License Plate Reader Systems.

SUBMITTED BY: Chief Darren McLaughlin

MEETING DATE: 01-11-2021

PROJECT BACKGROUND/DESCRIPTION:

On 11-23-2020 the Council approved the purchase and installation of License Plate Reader cameras at 67th and Carter and 75th and Kings Cove Dr. That proposal required sharing infrastructure owned and maintained by the City of Overland Park to transmit the LPR data from the camera at 75th and Kings Cove Drive to the City of Merriam. The City of Merriam currently has an agreement with the City of Overland Park in sharing maintenance and infrastructure related to traffic signals. This updated agreement allows the City of Merriam to use Overland Park's current traffic signal infrastructure to route data from the LPR camera installed at 75th and Kings Cove drive to our server.

The attached Memorandum of Understanding allows for the City of Overland Park and the City of Merriam to view Intersection Camera feeds (not LPR Data). These cameras allow those with access to view real time traffic conditions and allow review of recorded video in the investigation of criminal activity or accidents. The City of Overland Park and the City of Merriam would benefit from having view only access to each other's intersection cameras because criminal activity and accidents frequently occur on or crosses each other's borders. This agreement will not grant any access to any other camera feeds, to include security camera feeds or LPR camera data.

These agreements have been reviewed and approved as to form by the City Attorney, Ryan Denk.

CITY COUNCIL GOALS AND OBJECTIVES

2.0 - Provide Exceptional Service Delivery
4.1 – Provide support to Existing Businesses

FINANCIAL IMPACT

Amount of Request/Contract:	NA
Amount Budgeted:	NA
Funding Source/Account #:	NA

SUPPORTING DOCUMENTS

Addendum Agreement
MOU for sharing Camera Feeds

ACTION NEEDED/STAFF RECOMMENDATION

Approve Addendum to Agreement Between the City of Overland Park and the City of Merriam for the operation and maintenance of Traffic Signal Systems and the Memorandum of Understanding for sharing video camera feeds.

ADDENDUM TO AGREEMENT
BETWEEN CITY OF OVERLAND PARK, KANSAS
AND MERRIAM, KANSAS,
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS

THIS ADDENDUM, made and entered into this _____ day of _____ 2020, by and between the City of Overland Park, Kansas (“OPKS”) and the City of Merriam, Kansas (“Merriam”), each party having been organized and now existing under the laws of the State of Kansas. OPKS and Merriam may be referred to individually as “party” or collectively as “parties”.

WHEREAS, the parties previously entered into an agreement for the operation and maintenance of traffic control systems, dated May 16, 2011 (the “Agreement”), which is hereby incorporated by reference as if fully set forth herein; and

WHEREAS, the parties wish to enter into this Addendum to the Agreement to provide for the placement of video cameras, license plate readers and related equipment (“Equipment”) on the traffic signal systems covered by the Agreement; and

WHEREAS, both parties hereto have determined to enter into this Addendum for the aforesaid purpose as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Either party may request to install Equipment on the traffic signal systems covered by the Agreement.
2. Before any Equipment is installed on the traffic signal systems covered by the Agreement, the Director of the Public Works Department for both OPKS, Merriam and any other municipality having partial ownership on the specific traffic signal system covered by the Agreement shall agree to the placement of such Equipment. The Director of the Public Works Department for any municipality having partial ownership of the specific traffic signal system may object to the placement of specific Equipment on the traffic signal system(s) covered by the Agreement if they feel the placement of such Equipment would negatively impact or negatively affect the operation of the traffic signal systems at issue or create any type of safety hazard.
3. The party making the request for the Equipment installation shall own and also be solely responsible for the installation, maintenance and repair of said Equipment, and responsible for any OPKS electricity costs attributable to the Equipment.

4. The party owning the Equipment shall ensure OPKS is notified at least 24 hours in advance of any need to access the OPKS traffic control box(es) and give OPKS staff the opportunity to be present during any access to OPKS traffic control box(es).

5. The party owning the Equipment shall provide and pay for installation of a Fortigate FGR-60F (or similar security device to be approved at the sole discretion of OPKS), hereinafter the "Security Device(s)," to be owned by OPKS and located at the OPKS's traffic control box(es) (or upon Agreement of the parties reimburse OPKS for 100% of its actual costs in procurement and installation of the Security Device), OPKS may waive this requirement if the specific traffic control box(es) in question already contain such an OPKS Information Technology Department approved Security Device and OPKS determines in its discretion that additional devices are not needed. Because the Security Device has a finite life span, OPKS has the right to require the party owning the Equipment to replace the Security Device with a new, current Security Device identified by OPKS, at the party owing the Equipment's cost, at five year intervals or sooner, as required in OPKS' discretion.

6. The party owning the Equipment shall carry at least the following types and amounts of insurance:

A. General Liability.

General Aggregate:	\$1,000,000
Products Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury:	\$500,000
Each Occurrence:	\$500,000

B. Automobile Liability. Policy shall protect the party owning the Equipment against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in the amount of no less than Five Hundred Thousand Dollars (\$500,000) Each Accident, Combined Single Limits, Bodily Injury, and Property Damage. Contractor agrees to only use vehicles properly insured under this Agreement in the performance of the services.

C. Worker's Compensation and Employer's Liability. This insurance shall protect the party owning the Equipment against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which,

for any reason may not fall within the provisions of a workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:

Statutory

Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

E. Cyber Liability.

One Million Dollars (\$1,000,000) Per Loss Including:

- o Information Security & Privacy Liability
- o Privacy Breach Response

OPKS reserves the right to review the levels of required Cyber Liability Insurance under this Agreement on an annual basis and require increases as may be appropriate, OPKS shall give one year's notice prior to any increases becoming effective.

7. OPKS reserves the right to disconnect or require disconnection of the Equipment from the OPKS network if the Equipment at anytime presents a security threat to the OPKS network or physically remove the Equipment if it negatively impacts or negatively affects the operation of the traffic signal systems at issue or creates any type of safety hazard.
8. The party owning the Equipment shall require any contractor it hires which requires access to any traffic signal system which is the subject of this Agreement for installation, maintenance or removal of Equipment or who requires access to the OPKS traffic signal control box(es) related to Equipment to carry insurance of the following minimum types and amounts:

A. General Liability.

General Aggregate:	\$1,000,000
Products Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury:	\$500,000
Each Occurrence:	\$500,000

B. Automobile Liability. Policy shall protect Contractor against claims for bodily injury and/or property damage arising from the ownership

or use of all owned, hired and/or non-owned vehicles in the amount of no less than Five Hundred Thousand Dollars (\$500,000) Each Accident, Combined Single Limits, Bodily Injury, and Property Damage. Contractor agrees to only use vehicles properly insured under this Agreement in the performance of the services.

C. Worker's Compensation and Employer's Liability. This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers' compensation law. The policy limits shall not be less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

E. If the Contractor will be accessing or connecting to the OPKS network, Cyber Liability.

- Two Million Dollars (\$2,000,000) Per Loss Including:
- o Information Security & Privacy Liability
 - o Privacy Breach Response

OPKS reserves the right to review the levels of required Cyber Liability Insurance under this Agreement on an annual basis and require increases as may be appropriate, OPKS shall give one year's notice prior to any increases becoming effective.

The "City of Overland Park" and any other municipality having partial ownership in the traffic signal system shall be named as additional insureds on said contractor's certificate of insurance. The party owning the equipment shall further require said contractor to hold harmless, defend and indemnify the "City of Overland Park" and any other municipality having partial ownership of the traffic signal pole for any claims arising out of said contractor's work.

9. The party owning the Equipment shall be responsible for all software or licensing required to operate said Equipment.
10. The party owning the Equipment shall be required to fill out and submit to OPKS the External Agency Request Form attached hereto as Attachment 1, and agree to and submit to OPKS the Acceptable Use Policy as attached hereto as Attachment 2, both of which are incorporated by reference as if fully set forth herein
11. The party owning the Equipment shall provide OPKS with specifications of all new equipment placed on the traffic signal system.
12. The party owning the Equipment shall be responsible for all energy costs associated with the Equipment. Said energy costs shall be factored into the cost sharing as set forth in the Appendix A of the Agreement.
13. This Addendum shall contain an Appendix B setting forth the location of Equipment and which party owns said Equipment. Appendix B may be updated as needed by mutual agreement of the Directors of Public Works for each party.
14. This Addendum may be terminated upon sixty (60) days written notice by either party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the day and year first written above.

CITY OF OVERLAND PARK

William Ebel, Jr., City Manager

ATTEST:

Elizabeth Kelley, City Clerk

APPROVED AS TO FORM:

Trevor Stiles, Senior Assistant City Attorney

CITY OF MERRIAM

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

Ryan B. Denk, City Attorney

Memorandum of Understanding

For the purpose of sharing video camera feeds

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2020, by and between the City of Merriam, a Kansas municipal corporation (“Merriam”) and the City of Overland Park, a Kansas municipal corporation (“Overland Park”).

WHEREAS, each party desires to provide the other party access to certain video feeds from the other party’s cameras to provide the potential to access information in the event of a public safety incident; and

WHEREAS, the access to and possible monitoring of video feeds will be facilitated by using Genetec Omnicast video control software (“Omnicast”).

NOW THEREFORE, the parties agree as follows:

Merriam:

- Will provide and install at its expense any cameras, servers, switches, cables or other hardware required for Overland Park to view, record, control and play back Merriam video.
- Will provide and install at its expense any software and/or licensing required for Overland Park to view, record, control and play back Merriam video.
- Will provide and install at its expense any video software and/or licensing required to be installed at Merriam to allow remote viewing access to the Overland Park Police Department's Omnicast server and the Overland Park Public Works Omnicast server. This connection is hereinafter referred to as the “Federation Connection.”
- Will allow Overland Park access to Merriam Omnicast video feeds twenty-four (24) hours per day, seven (7) days per week, unless otherwise agreed upon by the parties.
- Will notify Overland Park if the Omnicast Federation Connection will be out of service for extended repairs or maintenance which will disable the video feed.
- Will fill out and submit to Overland Park the External Agency Request Form attached as Attachment 1 and agree to the Overland Park Acceptable Use Policy as attached hereto as Attachment 2, both of which are incorporated by reference as if fully set forth herein.

Overland Park:

- Will provide and install at its expense any cameras, servers, switches, cables or other hardware required for Merriam to view, record, control and playback Overland Park video.

- Will provide and install at its expense any software and/or licensing required for Merriam to view, record, control and playback Overland Park video.
- Will provide and install at its expense any video software and/or licensing required to be installed at Overland Park to create the Federation Connection in order to provide remote viewing access by Overland Park to the Merriam Information Services Department's Omnicast server.
- Will allow Merriam access to Overland Park's Omnicast video feeds twenty-four (24) hours per day, seven (7) days per week, unless otherwise agreed upon by the parties.
- Will notify Merriam if the Omnicast Federation Connection will be out of service for extended repairs or maintenance which will disable the video feed.

The Parties:

- Understand and agree that this MOU does not grant access to any other systems, including, but not limited to, data systems operated by the parties.
- Understand and agree that the parties have no obligation to monitor the Omnicast system and neither party will assume that the other party is routinely monitoring the same.
- Understand and agree that neither party shall release any information, including, but not limited to, recorded video files, screen captures nor images obtained from the other party's Omnicast system, except as may be required by law or the discovery process. Any request for such files shall be directed to the proper party for response and handling.
- Understand and agree that there are no third party beneficiaries to this MOU.
- Understand and agree that this MOU does not create an agency, partnership or joint venture.
- Understand and agree that neither party shall have any liability whatsoever to the other party arising out of or as a result of this MOU, the services and information shared thereunder, and/or the Federation Connection.
- Either party may disconnect the other party's connection to its network if said connection presents a security threat to said network.
- This Agreement may be terminated by 60 days written notice by either party.
- Both Overland Park and Merriam shall carry at least the following types and amounts of insurance:

A. General Liability.

General Aggregate: \$1,000,000

Products Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury:	\$500,000
Each Occurrence:	\$500,000

B. Automobile Liability. Policy shall protect against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in the amount of no less than Five Hundred Thousand Dollars (\$500,000) Each Accident, Combined Single Limits, Bodily Injury, and Property Damage.

C. Worker's Compensation and Employer's Liability. This insurance shall protect against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers' compensation law. The policy limits shall not be less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

D. Cyber Liability.

One Million Dollars (\$1,000,000) Per Loss Including:

- Information Security & Privacy Liability
- Privacy Breach Response

OPKS reserves the right to review the levels of required Cyber Liability Insurance under this Agreement on an annual basis and require increases as may be appropriate, OPKS shall give one year's notice prior to any increases becoming effective.

- If Merriam or Overland Park would hire a contractor related to the camera or video sharing subject to this agreement, the agency hiring the contractor shall require said contract to carry insurance meeting the following minimum types and amounts:

A. General Liability.

General Aggregate:	\$1,000,000
Products Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury:	\$500,000
Each Occurrence:	\$500,000

*Both Overland Park and Merriam shall be named as additional insured on Contractor's General Liability policy.

B. Automobile Liability. Policy shall protect Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in the amount of no less than Five Hundred Thousand Dollars (\$500,000) Each Accident, Combined Single Limits, Bodily Injury, and Property Damage. Contractor agrees to only use vehicles properly insured under this Agreement in the performance of the services.

*Both Overland Park and Merriam shall be named as additional insured on Contractor's General Liability policy.

C. Worker's Compensation and Employer's Liability. This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers' compensation law. The policy limits shall not be less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

D. If the Contractor will be accessing or connecting to the OPKS network, Cyber Liability.

Two Million Dollars (\$2,000,000) Per Loss Including:

- Information Security & Privacy Liability

- Privacy Breach Response.

OPKS reserves the right to review the levels of required Cyber Liability Insurance under this Agreement on an annual basis and require increases as may be appropriate, OPKS shall give one year's notice prior to any increases becoming effective.

IN WITNESS WHEREOF, the parties have duly executed this MOU on the day and year first above written.

CITY OF MERRIAM:

CITY OF OVERLAND PARK:

By: _____

By: _____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Approval of the Contract with U.S. Bank for banking services

SUBMITTED BY: Donna Oliver, Finance Director

MEETING DATE: January 11, 2021

PROJECT BACKGROUND/DESCRIPTION:

The City has utilized U.S. Bank for our operating banking provider since 2009. In an effort to ensure that the City was still receiving competitive pricing on services and interest rates, a Request for Proposals (RFP) for Banking Services was issued October 26, with a due date of November 24. The City received proposals from seven eligible banks. The proposals were reviewed by the finance director, city accountant and Adam Pope, a staff member of Columbia Capital Investments, the City's financial advisor.

Each proposal was judged on several criteria including financial strength and stability, governmental experience, cost, scope and effectiveness of services provided, location of branch office, and interest offered on idle funds. Staff is recommending U.S. Bank as the continued provider of banking services.

U.S. Bancorp, the parent company of U.S. Bank is the 5th largest U.S. commercial bank with assets of \$540 billion, loans of \$307 billion, deposits of \$413 billion and over 70,000 employees. The bank offers a specialized "Government Banking Division" which provides a high level of expertise to assist with the unique needs and requirements of municipalities.

U.S. Bank has provided extraordinary service to the City in the past, has been a good partner, and offers competitive fees. They have a branch located in Merriam just a few blocks from City Hall. Staying with them allows the City to avoid the implementation cost of staff time and supplies. In addition, they have included a Loyalty Bonus of \$5,000 to be used to offset costs of fees or supplies.

U.S. Bank has earned "outstanding" ratings for its Community Reinvestment Act Performance Evaluation (CRA) in the areas of lending and investment. In the Greater Kansas City Metro area, U.S. Bank employees donated over 12,000 volunteer hours to their communities from 2017 to 2019. In addition, the U.S. Bancorp Community Development Corporation provided \$14 million in tax advantaged investments, \$2 million in corporate giving and \$4 million in community development loans.

The following items are attached: 1) contract with U.S. Bank, 2) the proposal submitted by U.S. Bank. The City Attorney and the U.S. Bank attorney have reviewed the contract.

CITY COUNCIL GOALS AND OBJECTIVES

2 – Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract: \$3,000

Amount Budgeted: \$3,000

Funding Source/Account #: 001-0000-361-10-05 // Safekeeping – Banking Fees

SUPPORTING DOCUMENTS

- Contract with U.S. Bank
- Proposal submitted by U.S. Bank

ACTION NEEDED/STAFF RECOMMENDATION

Consider approval of the contract with U.S. Bank for banking services



Proposal for Banking Services

Rely on a specialized financial partner
to help achieve your goals



Presented to:

City of Merriam, Kansas
Donna Oliver
Finance Director

Submitted by:

Roberta Miller
Vice President
Relationship Manager
303.249.1197
roberta.miller@usbank.com

Corey Gregory
Vice President
Treasury Management Consultant
816.416.9345
corey.gregory@usbank.com

Due Date: November 24, 2020



Government Banking Division
usbank.com

November 24, 2020

Donna Oliver
Finance Director
City of Merriam
9001 West 62nd Street
Merriam, Kansas 66202

Dear Donna,

On behalf of U.S. Bank, thank you for the opportunity to respond to your request for proposals (RFP). We value our strong relationship with the City of Merriam (the City), which began in 2009. We currently provide depository, treasury management and merchant processing services, and we are looking to expand our partnership with a long-term, strategic approach focused on achieving your financial goals.

As your dedicated relationship team, we're committed to your success. We collaborate to uncover any challenges and bring proactive ideas and strategies to help you grow and prosper. For enhancements, we'll work with you from the solutions design phase, throughout integration and into the future.

You receive ongoing support from your designated Commercial Customer Service (CCS) team in St. Louis. Your CCS bankers are familiar with your program and needs. They offer a premier level of service, including timely, thorough and responsive measures to ensure your satisfaction.

U.S. Bank will always choose to do what's best for the City. We believe in doing the right thing every day. Our strong ethical business practices earned us the honor of being named a World's Most Ethical Company[®] by the Ethisphere Institute for the sixth consecutive year.

Our drive to do what's best for the City is reflected in our offer, which includes:

- **Relationship loyalty bonus**—Up to \$5,000 in total compensation for supporting you with the initiation of a new agreement. This amount may be used to offset any analyzed fees incurred as we begin providing services or to offset any implementation, setup or equipment needed in the implementation of services to take the City to the next level in this digital age.
- **Aggressive earnings credit rate (ECR)**—To help offset service charges, we will provide the City with a bank managed depository accounts providing an earnings credit currently assessed at 0.23% on 100% of the collected balances.

Our proposal offers you the security of knowing you partner with one of the strongest performing banks in the nation. This confidence is combined with state-of-the-art technology, future-focused innovation and a personalized relationship team. The pricing we offer is intended to be competitive and reflects our serious interest in growing and strengthening our partnership.

Sincerely,

Roberta Miller
Vice President
Relationship Manager

Corey Gregory
Vice President
Treasury Management Consultant

Table of Contents

Executive summary	1
IV. REQUIRED BANKING SERVICES	4
Account Structure	4
Operating Account	4
Flexible Benefits Account	4
Sunshine Account	5
On-Line Access to Treasury Information	10
Availability of Funds Deposited	17
Payee Positive Pay and Automated Account Reconciliation	18
Cancelled Check Safekeeping	20
ACH Blocks and Filters	21
Security Procedures	21
Collateral	22
Other Required Information	23
Daylight Overdrafts	23
Designated Account Liaison	23
Record Retention	24
Disaster and Back-up Plans	25
V. OPTIONAL BANKING SERVICES	28
Credit Cards	28
Courier Services	31
Remote Check Image Deposit Service	32
VI. OTHER VALUE ADDED BANKING SERVICES	35
VIII. PROPOSAL REQUIREMENTS	39

Exhibits

- Exhibit A. Application To Act As Depository
- Exhibit B. Consolidated Bid Form, Required Banking Services
- Exhibit C. Consolidated Bid Form, Optional Banking Services
- Exhibit D. Consolidated Bid Form, Other Value-Added Services

- Attachment 1. Elavon Merchant Services Application - Government
- Attachment 2. Elavon Schedule A – Pricing Overview
- Attachment 3. Elavon Terms of Service
- Attachment 4. U.S. Bank Elavon Partner Program Overview
- Attachment 5. U.S. Bank City of Merriam Team Organization Chart
- Attachment 6. Master Services Agreement for Government Entities with Appendices A & B
- Attachment 7. U.S. Bank Services Terms and Conditions
- Attachment 8. Your Deposit Account Agreement
- Attachment 9. Security Safekeeping Agreement
- Attachment 10. Pledge and Custodial Agreement
- Attachment 11. City of Merriam 2020 Banking Services RFP, U.S. Bank Legal Review



Disclaimers

Acknowledging information provided in this response to the City of Merriam is subject to the Freedom of Information Laws governing disclosure of public information, U.S. Bank requests to be contacted before information is made public in order to request redaction of designated specific "Confidential" information given this proposal may contain certain nonpublic information about U.S. Bancorp and its subsidiaries and affiliates that we deem proprietary and confidential. By accepting these materials, you agree to use this information only to evaluate the proposal and to hold such designated confidential material in confidence, sharing it only with your employees and advisors on a need-to-know for the purpose of choosing a service provider. Confidential information potentially included in our proposed response includes business contracts/agreements, proprietary information regarding product functionality, custom process flows, pricing, operational procedures, processing site locations, human resources statistical data, service quality statistics, service manuals, data security, disaster recovery details, SOC and SSAE18 reports, and implementation and disclosure documents. Publication of this information could create an unfair competitive disadvantage and/or regulatory concern. Where possible, such confidential information as outlined above will also be marked "Confidential" within our response.

The prices quoted in this proposal are firm and irrevocable for not less than 180 days until contract award and documentation. Thereafter, prices quoted will be held fixed for the five-year term of the contract. However, should volumes, quality of work provided by the City of Merriam, or regulatory requirements significantly change, this pricing agreement may be subject to mutual renegotiation for impacted items. Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to the City of Merriam are subject to U.S. Bank's Treasury Management Services Terms and Conditions as provided for mutual negotiation, and as the same may be amended from time to time. Additional new services will be offered at the same agreed upon prices if bid, or at similar offered discounts if newly requested services not previously included. This agreement can be terminated by either party with 30 days written notice.

The U.S. Bank Earnings Credit and Interest Rate are bank managed and subject to review and change. With the changing Federal Capital Liquidity costs, U.S. Bank will be reviewing the quoted rates on a frequent basis.

U.S. Bank does not agree to contract terms solely by delivering this response to the City of Merriam's RFP. Separate contract documentation will be mutually negotiated as provided by the City of Merriam within which the issued RFP, questions and answer responses, and this proposed response can be incorporated therein.

By your acceptance of these materials, you also acknowledge that U.S. Bancorp and U.S. Bank are not committing to extend credit or render services to the City of Merriam or any other person or entity.

"World's Most Ethical Companies" and "Ethisphere" names and mark are registered trademarks of Ethisphere LLC.

Regulatory Disclaimer

Our proposal is contingent on U.S. Bank's completion of required AML/KYC processes and enhanced due diligence review and approval. We look forward to working with you to obtain the appropriate information to complete that process.

Regulation W disclaimer: U.S. Bank N.A. is not responsible for the obligations of its affiliates.

U.S. Bank RFP response relating to COVID-19

Our proposal reflects our service offerings during normal day-to-day operations. Some of our services may have temporary modifications or limitations due to the ongoing COVID-19 pandemic. For more information, please visit bit.ly/USBankCOVID19Response or contact your U.S. Bank representative if applicable.

Executive summary

As the City's current financial partner, U.S. Bank is well-positioned to meet all your banking needs. This RFP process provides the opportunity to outline the current services we provide and present long-term recommendations for enhanced efficiencies. These solutions are based on our extensive collaboration, as we continually work to understand your requirements, limitations, goals and capabilities.

The government banking advantage

The City needs a provider of comprehensive banking solutions with bench strength providing treasury services and working with government entities. You can leverage our experience, presence in Kansas, and understanding of a public entity's operational complexities and challenges. Your U.S. Bank team can deliver innovation in processes, consistency in service and financial stability with continuity in performance and team.

The division understands the public sector's unique legal, operating, financing requirements, as well as its purchasing characteristics. Our nationwide, coordinated delivery of services to local governments is unique among major banks, providing our clients broad access to technologically advanced products, while maintaining essential local service and community involvement.

Our Government Banking division has teams of industry specialists, including a group of debt financing and credit specialists, serving the government sector nationwide. Together they manage nearly 5,000 relationships with:

- City and county governments.
- State governments.
- School districts.
- Water and healthcare districts.
- Sanitation and other special purpose authorities.
- American Indian tribal authorities.
- Housing authorities.
- Higher education institutions.

This diverse expertise showcases our understanding of a public entity's detailed and specific requirements and how they differ from those of the private sector.

Personalized relationship management

We work as a partner to provide financial products and services that make banking safe, simple and convenient. We're here to help navigate important milestones and strengthen futures together. Your relationship manager, Roberta Miller, is your primary contact for our partnership. Roberta works with your treasury management consultant, Corey Gregory, to support you and your overall relationship.

Corey will continue to partner with the City as you travel through what we call "the client journey" – providing support every step of the way.

Your relationship team advocates for you in the marketplace, working to understand how new and emerging technologies create better functionality and provide you an economic advantage. You can expect timely responses to operational, pricing and technical questions, as well as other general inquiries, on a day-to-day basis.

Merchant card processing services (Elavon)

Elavon's payment solutions assist organizations in the government, public sector, utility and nonprofit space in taking control of revenue, cutting costs and managing day-to-day operations more efficiently



while giving payers the convenience they want. This means we are positioned to not only to continue to meet, but also exceed, the requirements set forth in the Merchant Services Scope of Work section.

As a subsidiary of U.S. Bank, Elavon continues to be one of the few processors in the industry that performs core bankcard processing functions in-house. These functions include all bankcard interchange and settlement processing, exception item handling (i.e., retrieval requests and chargebacks), accounting and billing, reporting and statement production, new card acceptor implementations and training, and customer service.

- U.S. Bank and Elavon are committed to providing our Level 1, Level 2 and Level 3 customers with direct support in their efforts to achieve and sustain Payment Card Industry Data Security Standard (PCI DSS) compliance. Our solutions, including the proposed Verifone Vx520s, support the latest security technologies.
- U.S. Bank and Elavon will provide a monthly statement for each merchant number, as well as a chain merchant summary statement, detailing month-to-date and year-to-date sales and charges for all merchant numbers.

U.S. Bank and Elavon believe in simple and transparent pricing. For government entities of the City's size and scope, we employ an interchange, assessments and scheme fee "pass through" model, whereby you pay the rates currently published by the card brands based on each transaction's unique qualification. In addition to the interchange component, Elavon charges a nominal fee based on the services provided.

Superior customer service

U.S. Bank Commercial Customer Service (CCS) group supports a wide variety of public-sector clients. Your CCS team in St. Louis will provide prompt depository and treasury management support. Highly skilled and extensively trained, your service staff responds to both routine and complex inquiries through online access to our systems and product databases.

The strongest, most stable commercial bank

We continue to outpace our peers in key performance metrics, and we deliver consistent, predictable, repeatable, industry-leading financial results year after year. Our solid financial position helps us create value for our shareholders and allows us to invest greater resources into client experience, employee engagement and community revitalization.

The City will keep enjoying the benefits of our unique position in the industry. As the fifth-largest commercial bank in the country, our relative strength allows us to continue to focus on our clients and expanding technology to improve financial processes. At the same time, our prudent business model and conservative approach allow us to continue to maintain tight controls and protection for our clients. Our financial position allows us to allocate significant resources, both in dollars and technology, toward the enhancement and development of products and services. You will continue to realize the inherent value in this incomparable financial strength; we are not distracted.

Proactive risk mitigation

Proactive risk mitigation is one of our primary focuses, including employment of fraud prevention measures, increased data security and enhanced disaster readiness, which ensures continuity of service. As your financial partner, we have the highest financial stability, strong technical and industry knowledge, and the ability to help guide you through industry and technology changes.

A compelling offer

The City wants efficient operations. The pricing of this proposal includes several incentives to complement an **aggressive fee schedule**. First, understanding the nature of a transition from existing service providers, we will **waive all new integration fees**. Our continued work together will help define the most beneficial avenue in which to address further opportunities for efficiency gains with the City.



The U.S. Bank difference

The City will partner with the financial institution most capable of providing the highest level of service at the lowest cost. Our proposal delivers on that objective by offering minimized bank costs and a path to improved operational efficiency. We are confident you will find our continued focus on your long-term success unmatched and look forward to our ongoing partnership.



IV. REQUIRED BANKING SERVICES

All proposals must include the following services, which will be required in the City’s Banking Services agreement. Proposing Banks must submit a completed Exhibit B with the proposal.

Account Structure

The City will need the following bank accounts. The City requires a monthly statement on each account via electronic access. In your response, please list any FDIC rates that apply.

Operating Account

The majority of the City’s operations will flow through this account, including the deposit of revenues, and disbursement of accounts payable and payroll payments. The City will require this to be an interest bearing checking account. The City will send and receive wire transfers and ACH transfers, write checks and make deposits to this account. Positive pay is required on this account. Incoming wire transfers for deposits of tax payments from the County and State as well as for investment transactions are also received. Outgoing wire transfers for payment of insurance premiums and other bills as well as for investment transactions may be processed.

U.S. Bank has the capacity to continue to provide with the services as outlined by the City.

The City’s payroll provider initiates the direct deposit (via ACH) of employee paychecks and the ACH payment of Federal and State taxes through the payroll provider’s account. The City’s operating account will be debited by the payroll provider bi-weekly for the total of those direct deposits and payroll taxes.

The following chart describes the frequency of various activities that will be processed in this account. Exhibit B contains information regarding the volume of checks, deposits, wires, etc.

Item	Frequency
Accounts Payable Checks	Daily
Payroll	Bi-weekly payroll provider will debit account for total payroll transactions
Deposits	Daily
Investment Purchases	As needed
Investment Maturities	As needed

Flexible Benefits Account

The City desires an interest bearing checking account for the City’s Section 125 plan. The City uses a third-party servicing agent to manage the Section 125 plan, track deposits from employees and to facilitate payments to vendors and employees. At each biweekly payroll, withholdings from employee’s paychecks are transferred from the General Operating Account to this account. The servicing agent writes checks or initiates direct deposits from the servicing agent’s account to reimburse employees or pay vendors for qualified Section 125 expenses. Daily the servicing agent will debit this account to cover disbursements.

Sunshine Account

The City desires an interest bearing checking account for the City's Sunshine Fund. This account receives voluntary payroll deductions from employees. The funds in this account are then used to pay for certain retirement or going-away gifts and party expenses, etc.

U.S. Bank will continue to provide the City with the requested account structure. The following account options are also available at the discretion of the City of Merriam.

Government Demand Deposit Account options

U.S. Bank offers a variety of demand deposit accounts (DDAs) designed for those government entities permitted to earn interest. These accounts possess the flexibility of a checking account with the earning power of an investment account.

Municipal Investor Checking

- The interest rate on this account option is currently at 0.01%
- Interest is paid on 100% of the collected balance.
- Interest is paid the last business day of the month.
- Offset service charges with net earnings credit¹.
- All treasury management products and services are available.

Municipal Investor Account

- The interest rate on this account option is currently at 0.01%
- Interest is paid on 100% of the collected balance.
- Interest is paid the last business day of the month.
- All treasury management products and services are available.

¹Earnings credit is reduced by the amount of interest paid before it is used to offset service charges. The rate to be provided to the City of Merriam is our U.S. Bank managed rate currently assessed at 0.23% or 22 basis points. This rate is based on market conditions and can change. The U.S. Bank earnings credit rate proposed will remain in place with no changes for a minimum of six months.

Bank statements

Bank statements are available online two business days after month end. Statements on SinglePoint® are available in PDF, comma-separated value (CSV) and TXT formats.

Positive pay

U.S. Bank Positive Pay helps the City detect check fraud by electronically matching the checks presented for payment to the checks you issued. SinglePoint Positive Pay provides the tools to review exceptions, view images, make payment decisions, request adjustments and access history online.

We offer two types of exception review:

- **Previous-day service**—With this service, you can review exceptions for the previous day's checks after they have posted.
- **Same-day service (for Controlled Disbursement accounts)**—This service allows you to review exceptions for the current day's checks before they are posted. You can decide whether to return items or request adjustments to correct the checks before they are posted to your account. Same-day exceptions are available at 1 p.m. account processing time on the day of posting (based on the time zone of the Controlled Disbursement site), with decisions due back to us by 3 p.m. account processing time. If you are unable to decide on your same-day exceptions on the day of posting, you can defer your decision until 3 p.m. account processing time the day after posting. (The exception displays in the Previous Day Positive Pay Exception list the next day.)



Each day, we update your exceptions list with mismatches between presented and issued checks, allowing you to review positive pay exceptions on multiple accounts at the same time. Exception items include checks that have been converted to ACH items. You can decide on each exception from the list and submit to us in a matter of seconds. Your online decisions can include adjustments to an item's dollar amount and/or check number and automatic creation of updated issue information. You can link directly from the exception list to the corresponding check image; view and manipulate the image; and then base your decision from the image viewer.

By special entitlement, you can change the default decision for every account. Default changes must be made prior to the account deadline and are effective immediately. For the same-day service, you have the option to set your default to defer to previous day review.

A second level of security can be set up to require an approver for all decisions. Decision approval must take place prior to account deadlines. Robust audit reports allow you to view modification history and determine who decided on and/or edited an item. Up to 45 days of exception history can also be viewed to verify decisions and review images of exception items.

SinglePoint Positive Pay – Payee Verification

As part of our commitment to offering the City the most robust suite of fraud prevention services available, we provide payee verification to help you detect and prevent altered payee name fraud on deposited and cash letter items, as well as items presented at the teller line. With this service, we enable you to detect fraud by helping you identify any items with nonmatching payee names on disbursed checks. You can use two kinds of payee verification:

- **Teller payee positive pay, included with our standard positive pay service**—Your payee name information is verified prior to checks being cashed by U.S. Bank tellers, if you provide it in your issue file.
 - The check amount, check number and payee name on checks presented for payment are matched to the data on your issue file. Any mismatches are not cashed, but returned to the presenter, reducing check fraud at the teller window.
 - Requirements:
 - Add payee name information to your issue file.
 - Verify the payee name on the check exactly matches the payee name in the issue file.
- **Payee positive pay, optional feature for SinglePoint Positive Pay**—In addition to teller payee positive pay, you can leverage our most advanced positive pay service, which provides the most complete fraud protection. This service expands our payee name verification to all items processed for your positive pay account, both at our teller line and in the back office. The payee positive pay option is available only through SinglePoint.
 - Payee positive pay identifies payee name mismatches. These exceptions are presented to you daily in the SinglePoint Positive Pay Exceptions list for your review, along with all other positive pay exceptions. You can link directly from the exception list to the corresponding check image. You can view and manipulate the image and easily make your decision from the image viewer.
 - Requirements:
 - Add payee name information to your issue file.
 - Verify your check stock meets U.S. Bank Payee Positive Pay Check Formatting Guidelines.
 - Complete and return the U.S. Bank Payee Positive Pay Check Image Questionnaire.

SinglePoint Issue Maintenance

SinglePoint Issue Maintenance enables the City to input issue and cancel information and updates issue files online. You can access transmitted file confirmation information. You can achieve new levels of efficiency by bringing our powerful banking services together in an integrated, easy-to-use website. For newly issued or canceled checks, you can enter check issue and cancel information online. Up to 10

items for multiple accounts can be added on a single page, with no limit on the total number of transactions you can enter throughout the day.

Files can be uploaded online in the standard CSV format, or you can create a customized delimited or fixed length format. You receive a message that the file was accepted or rejected. (*Note: limit of 5,000 items per file upload.*) Issue files at U.S. Bank, including the teller line, are updated immediately, from 6 a.m. to 10 p.m. CT each day.

Issue Maintenance is a natural companion to your account reconciliation plan (ARP) or positive pay service. Payee information can be entered for accounts on the payee positive pay service. Issue Maintenance ensures we are always notified, automatically, of requests to add issues and cancels. You can access file confirmation information within two hours of receipt of your issue files at U.S. Bank. The total dollar amount and total number of issues and cancels are provided for each account in the file.

SinglePoint Stop Payments

SinglePoint Stop Payments enable the City to manage your financial position with powerful search and stop payment tools. It provides three methods of initiating stop payments:

- After initiating a check inquiry.
- By directly entering a stop payment request.
- By importing stop payment requests.

Each method supports single, batch and range entry. By default, stop payments are placed for 12 months, but you can adjust the term to either six or 24 months. You can also revoke a stop payment online.

You can define ranges of up to 50 checks and process a maximum of 2,500 check inquiries or stop payments in a single submission. You can also revoke stops and batches of stops at the same capacity and rate.

You can search for stop payments initiated up to 45 calendar days in the past, with optional 60- or 90-day retention available. SinglePoint allows you to view stop payment history and generate detailed daily activity reports on initiated stop payments. A Stops Expiration page identifies which stop payments will expire within five days – even if those stops were placed on a system other than SinglePoint. Using this page, you can select any of the expiring or expired stop payments and place a new stop payment to avoid checks being paid. If you plan to stop a check, and after inquiry you find it has cleared, the check's image is available from a View Image link on the Check Inquiry Results page. Check images are available by 7 a.m. local time the day after they are paid.

ACH

As one of the top-10 largest originators and receivers of ACH transactions in the United States, U.S. Bank offers the City a variety of ACH services that allow you to send and receive low-cost electronic transactions. ACH is both cost-effective and secure. With ACH, you know exactly when your collections and disbursements clear. You can track your cash position accurately and base treasury management decisions on exact information. Additional services allow you to initiate international payments, protect account identity, and post only authorized incoming ACH debits and/or credits to your accounts.

The City currently utilizes U.S. Bank SinglePoint ACH to initiate and process ACH payments. However, U.S. Bank can provide the following options for you to originate ACH transactions:

- **ACH direct file transmission**—You or your third-party service provider transmits the disbursement or collection transaction information in a National Automated Clearing House Association (NACHA) formatted data file, EDI (ANSIX12) format or custom format to U.S. Bank through a variety of methods. U.S. Bank processes

Have you considered deploying faster payments? Look before you leap and find more information on Financial IQ. bit.ly/DeployFasterPayments



the transactions, and funds are debited from or credited to the organization's account on the settlement date. ACH credits or debits can be made to consumer and/or business accounts. The direct transmission input deadline for same business-day processing is 10:30 p.m. CT. for NACHA formatted files. Future-dated ACH transactions may be submitted up to 30 calendar days in advance of the settlement date. File confirmation services are used as a complement to our file submission process and allows you to confirm the number and dollar amount of items sent to U.S. Bank for processing.

- **SinglePoint ACH**—Enables you to originate ACH transactions online through a web browser. SinglePoint is a full-service ACH application that creates, stores and originates ACH transactions from any location, at any time. Unique features include:
 - Multiple import options, supporting NACHA, CSV and fixed field file formats.
 - Ability to export ACH data from SinglePoint to other accounting applications.
 - A function that automatically updates transactions with detail provided in notifications of change (NOCs).

Convenient and cost-effective uses of ACH origination include:

- **Direct deposit of payroll**—Direct deposit reduces processing time and eliminates printing, preparation, reconciliation or special handling of paychecks with automatic deposit of your employees' pay to their checking or savings accounts. Direct deposit can also be used in conjunction with our Focus Payroll Card. Same Day ACH allows you to pay your employees on a same-day basis for last-minute and emergency payroll needs. (This service requires you to opt in.)
- **Direct debit payment**—Direct debit payments allow you to automatically collect regularly fixed or recurring electronic or check payments. The speed and accuracy of advanced technology reduces the expense of billings, collections and reconciliation, while cash flow is made more predictable and your customers' satisfaction is enhanced.
- **Business-to-business payments**—ACH payments are a fast and efficient alternative to checks and can be used by you to electronically pass payment and invoice information between you and your business partners.
- **International ACH payments**—You can send ACH payments to Canada, Mexico and 22 European countries. SinglePoint ACH enables you to send international ACH transactions (IAT) in the new IAT format required for international and some domestic ACH transactions.

ACH also allows you to receive transactions from other businesses and organizations electronically. We offer a variety of reporting and fraud prevention services that allow you to more easily reconcile ACH transactions and protect your account from unauthorized debit transactions.

ACH positive pay

SinglePoint ACH Positive Pay helps the City detect ACH fraud by electronically matching incoming ACH transactions to account authorizations you can create and manage online. You create authorizations on each of their accounts. Authorizations are sets of rules you can establish to determine which incoming ACH credits and debits you want to allow to post to your accounts. U.S. Bank compares your incoming items to these authorizations, and any nonmatching items are identified and reported to you as ACH positive pay exceptions.

With ACH positive pay, each day you can review a list of these nonmatching transactions and manage these items. LaunchPoint or external messages can alert you of exceptions requiring decisions – you can either pay the items, allowing them to post or return exception items back to their originators. As a default, SinglePoint also returns all exception items that have not been decided by 7 p.m. CT on their effective settlement date. This means exception items are returned unless you instruct U.S. Bank, through SinglePoint, to handle an exception item differently.

You can introduce additional security to your ACH positive pay processing by using ACH positive pay dual authorization. With dual authorization, approvals can be required for all exception and authorization



actions, or only for actions related to items over a City-specified dollar threshold, called the zero-approval amount.

Wire transfers

Wire transfer combines advanced technology with national and international networks to enable you to move funds quickly and securely. Wire transfer is an important treasury management tool to control cash flow, with the convenience of same day and future dated movement of funds directly and reliably.

SinglePoint makes it possible for the City to achieve new levels of efficiency by bringing our powerful banking services together into one easy-to-use website. The tool's single point of access increases efficiency, and an integrated design provides quick access to information in order to manage your financial position with speed and flexibility.

Wires may be initiated online using SinglePoint Wire Transfer. Required user ID and password security is augmented through token-generated password entry and required PIN for each wire transfer. User transaction and daily cumulative limits for initiation and approval are available. User access can be granted by wire type, account and function. Audit reports track activity by wire transfer and by user. Our sophisticated encryption system secures data during transmission.

You can view incoming and outgoing wire transfers in real time via SinglePoint. All details related to the transaction are available to view, print or export. We credit your account for all incoming wires received before 5 p.m. CT each business day. Our wire transfer department stays open to receive and process incoming wire transfers in the event the Federal Reserve wire hours are extended.

The batch wire and direct wire interface assists you with streamlining the wire transfer process. Batch wires enable you to prepare wire transactions throughout the day within your internal wire platform and transmit them to us directly in single data file transmissions you schedule. The automated interface between us saves time and reduces errors, particularly if you experience high volumes.

Direct wire interface transactions enable you to connect securely and directly to our wire transfer system from your internal wire platform. Wire transfer instructions are executed, and notification and confirmation reporting are processed, in real time. The direct wire interface is available for incoming and outgoing wire transfer transactions. This is also an automated interface between us. Improve efficiencies by reducing processing time and errors, particularly if you experience high volumes.

Book transfers

SinglePoint Book Transfers enable the City to manage your financial position and easily move funds between U.S. Bank accounts – including checking, savings and loan accounts. Your funds are immediately available upon completion of a book transfer; for maximum flexibility, funds movement can also be future dated, up to 30 days in advance. Users can create book transfers on a single page or from a template.

You can send up to 25 book transfers from a single page using the batch book transfer option, including transfers from a single account or multiple accounts, and enter the same account multiple times. Up to 500 book transfers can be sent at one time by importing a CSV file of book transfers or by using data transmission methods.

An approval process provides up to two levels of control. Approvers can view full details of each book transfer and confirm approval or make modifications to single or multiple book transfers. Approval levels can be set separately for different users and template or non-template transfers.

Users can create templates for commonly used book transfer details and add a schedule to the template so that transfers are automatically initiated based on scheduled dates. Virtually all your account information is prefilled with default values and is otherwise selectable from dropdown lists. You only need to select a source, a destination, a value date and the amount.



FDIC rates

Deposit Coverage fees are based the average collected balances per \$1,000. This rate is a pass-thru rate currently assessed at \$0.129.

Costs

Costs and fees for all the above services are listed in **Exhibit B, Consolidated Bid Form, Required Banking Services.**

On-Line Access to Treasury Information

Describe in detail your on-line communications capabilities for balance inquiry including immediate and delayed clearing balances, item image retrieval, wire and ACH transfer initiation, stale dated check management, stop pay management and any other on-line information that would be available to the City. In addition, please describe the training available and appropriate controls regarding the City accounts using on-line access. Finally, indicate the hardware/system requirements necessary to access the information.

SinglePoint overview

SinglePoint enables the City to achieve new levels of efficiency by bringing our powerful banking services together into one easy-to-use website with a single point of access for all your global treasury management service needs. A fully integrated, wholly owned online suite of treasury management services, SinglePoint does not require dedicated PCs or software installation.

With SinglePoint, you can monitor account activity; view, manipulate and download images; transfer and manage payments, including Disbursements via Zelle®; process and deposit collections; prevent fraud; and manage your employees' system use. The following services are available within SinglePoint and are accessible with the same user login ID and password.

Monitor account activity

- Account reconciliation
- Adjustments
- Cash forecasting
- Image Access
- Information reporting
- Lockbox wholesale
- Returned item decisioning
- VantagePoint™
- Account services
- Asset-based loan information reporting
- General ledger reconciliation
- Image File Delivery
- Lockbox Image Look
- Mobile SinglePoint
- Reports file delivery

Transfer and manage money

- ACH adjustments
- ACH additional services
- Cash vault
- Electronic cash letter deposit
- On-Site Electronic Deposit
- Wire transfer
- Real-Time Payments (RTP)
- ACH origination
- Book transfer
- Check payables
- Investments
- Trust transfer
- Disbursements via Zelle



Prevent fraud

- ACH positive pay
- IP whitelist service
- Positive pay (previous day, same-day, payee)
- Stop payments
- Issue Maintenance
- Reverse positive pay
- IBM® Security Trusteer Rapport™

Control access and stay informed

- Customer service
- External Messaging
- Personal settings
- System administration
- Dashboard
- LaunchPoint
- Service guide

SinglePoint Information Reporting

SinglePoint Information Reporting enables the City to manage your financial position with superior reporting tools. SinglePoint displays account summary, detail and transaction information for accounts and transactions online. Benefits can include:

- **Simplify daily account reconciliation**—You can view current and previous day transaction and balance summary totals, including interim collected balance and Controlled Disbursement totals. Users can view images of paid checks, returned checks and deposited returned items. You can also review incoming wire detail and return wires online.
- **Transfer funds easily from your account summary view**—SinglePoint Book Transfers allow you to view your previous day or current day account summary and act within Information Reporting to immediately transfer funds between accounts.
- **Search for transactions**—SinglePoint allows you to search by account, transaction type, date range, amount and transaction reference (such as check number). Users can view, sort and print search results in PDF or CSV formats and drill down to transaction detail within the application.
- **View standard and special reports in various formats**—Standard reports include five previous day and 10 current day reports, including the highly useful ACH and Wire Detail reports. With SinglePoint, you can quickly select report dates with the clickable calendar tool. Report formats include browser, PDF and TXT for human readable reports and BAI2 and CSV to integrate with internal systems.
- **Customize reports with robust filtering**—Users employ the report builder to select accounts, date ranges and data fields like transaction types. They can save and name personal report filters, and then reuse and share them with other users.
- **Manage delivery of reports via email or transmission**—You can set up delivery schedules of previous, current day and custom reports on your accounts to be delivered to an email address or transmission mailbox.
- **Decision your current day returned items**—Your employees can easily review returned items; view images and decide to charge back, redeposit, or request a reversal on eligible items; and view their decision history.

Data retention

Previous day data is retained for 60 calendar days, and current day data is retained for 10 calendar days. Additional retention periods of 12 months and 24 months are available for an additional account-level charge.

Image retrieval

SinglePoint Image Access

SinglePoint Image Access enables the City to retrieve and review sharp, detailed images of all paid checks, deposit tickets, deposited checks, paper debit and credit memos using the internet. Images of returned deposited items, returned redeposited items, advices, image cash letter (ICL) deposited items and ICL administrative returns are also available. Ease of use is built into each component, so you save time and work more efficiently.

In Image Access, the flexible search tool lets you search by transaction type, account number (or all accounts), check number, amount or date. Prefilled dropdown selections make criteria selection fast. You can Sort search results by any column with one click. Search results can also be downloaded for further research. Images are retrieved in seconds rather than waiting hours or days to receive a copy from U.S. Bank.

You can view images immediately if they are less than 90 days old. Paid check images can be viewed by 7 a.m. local time the day after they are paid. For Controlled Disbursement accounts, same-day images can be viewed by late afternoon the day they are paid. Images older than 90 days and photocopies can be requested online from our archive, where we store seven years of images. Requests for digital archived images appear in an Image Inbox and can be shared with others.

The SinglePoint Image Access image viewer offers front and back, zoomed in and out, rotated and inverted views. Also, you can zoom directly to the endorsement, signature line, routing number or bank of first deposit. You can save images for historical reference and paid check confirmation. Front and back images can be saved as standard PNG files or in ZIP files. You can print images to local or network printers and print multiple images at one time.

SinglePoint Image File Delivery

SinglePoint Image File Delivery enables the City to receive a transmission of images and associated index information on a daily, weekly or monthly basis using standard internet-based FTP methods. The images can then be imported into your own image archive. Once the transmitted images have been imported into your archives, you can easily research and respond to customer inquiries promptly.

Daily image transmissions are available by noon CT the day after the images are captured. Weekly, monthly and custom transmissions are available by 8 a.m. CT the third day after the capture cycle ends. Single-use transmissions of historical images are available within 48 hours from 6 p.m. CT of the submission date.

You can also view images directly from the following SinglePoint service areas:

- Image Access
- Information Reporting (Detail report and transaction search results)
- Positive pay
- Reverse positive pay
- Stop payments (cleared checks only)

Wire and ACH initiation

ACH

SinglePoint ACH enables you to originate ACH transactions online through a web browser. SinglePoint is a full-service ACH application that creates, stores and originates ACH transactions from any location, at any time. Unique features include:

- Multiple import options, supporting NACHA, CSV and fixed field file formats.

- Ability to export ACH data from SinglePoint to other accounting applications.
- A function that automatically updates transactions with detail provided in NOCs.

Wires

SinglePoint makes it possible for the City to achieve new levels of efficiency by bringing our powerful banking services together into one easy-to-use website. The tool's single point of access increases efficiency, and an integrated design provides quick access to information in order to manage your financial position with speed and flexibility.

Wires may be initiated online using SinglePoint Wire Transfer. Required user ID and password security is augmented through token-generated password entry and required PIN for each wire transfer. User transaction and daily cumulative limits for initiation and approval are available. User access can be granted by wire type, account and function. Audit reports track activity by wire transfer and by user. Our sophisticated encryption system secures data during transmission.

Stale-dated checks

U.S. Bank offers the City automated stale date processing through our full reconciliation and positive pay services. You define the length of time outstanding issues remain valid (e.g., 60, 90, 180 calendar days). A minimum of 30 calendar days is required. We monitor your outstanding issue file and automatically cancel any items that exceed your specified stale date parameters.

If you have positive pay services, stale-dated items presented in cash letters will appear on the exception list with a reason code: Cancel on File. You then can pay or return the item. Items presented for payment at our teller line will be refused.

A data transmission file of items canceled due to stale date is optionally available if you subscribe to the stale date processing service. Additionally, items canceled due to stale date can be viewed on the SinglePoint Account Reconciliation data file.

SinglePoint Stop Payments

SinglePoint Stop Payments enable the City to manage your financial position with powerful search and stop payment tools. It provides three methods of initiating stop payments:

- After initiating a check inquiry.
- By directly entering a stop payment request.
- By importing stop payment requests.

Each method supports single, batch and range entry. By default, stop payments are placed for 12 months, but you can adjust the term to either six or 24 months. You can also revoke a stop payment online.

Training

U.S. Bank offers multiple training options to learn about SinglePoint: the SinglePoint Training Center, in-application Help and instructor-led training.

The SinglePoint Training Center

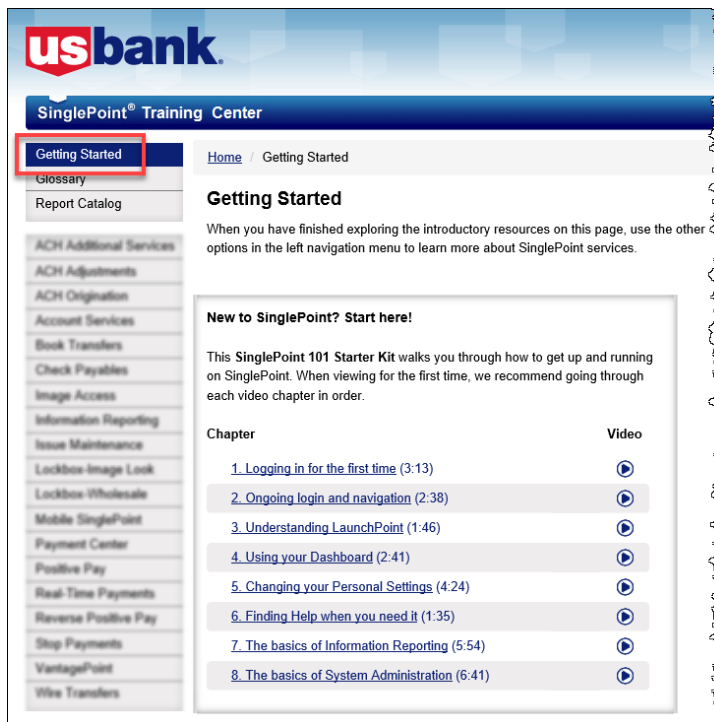
Our comprehensive digital training portal provides over 200 illustrated, step-by-step, task-based user guides in online, PDF and video formats. Additional features include an introductory tutorial, a glossary, information on treasury management best practices, and a comprehensive report catalog that includes samples of the reports available through SinglePoint. The SinglePoint Training Center gives you the information you need, when you need it, how you need – without having to schedule an appointment or even pick up the phone. You will be provided with access to the SinglePoint Training Center during your onboarding.

Getting started

To make getting started as easy as possible, our video tutorial, *The SinglePoint 101 Starter Series*, walks you through how to log in and get up and running with SinglePoint.

The SinglePoint Training Center offers:

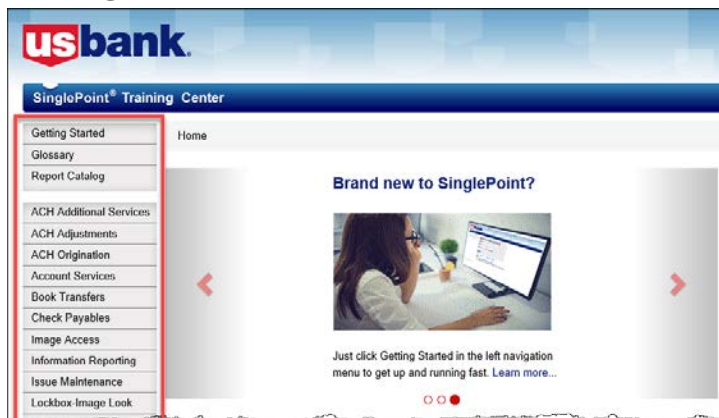
- User guides
- Introductory tutorial
- Glossary
- Best practice information
- Report catalog



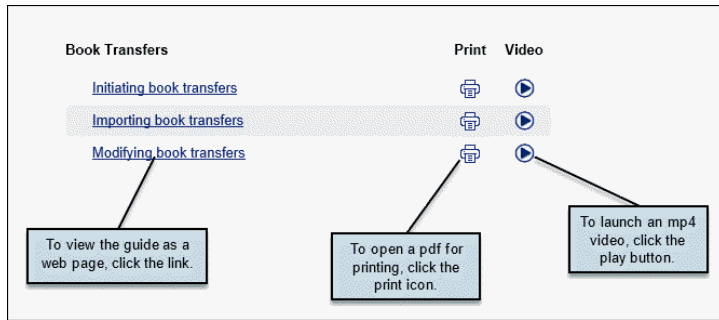
Just click Getting Started, then click on a chapter to start learning.

Information includes using your dashboard, choosing your personal settings and the basics of Information Reporting and System Administration.

Learning more



With an interface that mirrors the SinglePoint left navigation bar, it's easy to find what you need.



Short, task-based guides are grouped together based on typical workflows.

Just click the link or icon for the format you want to look at.


In-application Help

SinglePoint comes with a complete help system built right in.

Page help

Every page in SinglePoint has a link to page-specific assistance. This is designed to let you know what activities and tasks you can perform on the page. It's a great way to get a prompt or reminder of how to do things while you're working.

Field help

Many fields have a  link to additional context-specific information. This will let you know what information to put in each field and how to format it.

Instructor-led training

If circumstances require, U.S. Bank can provide live, instructor-led training on SinglePoint. All instructor-led training is conducted by experienced U.S. Bank training staff. Using state-of-the-art emulation software, we provide a hands-on training experience without requiring your staff to leave their desks. Any number of employees may attend, but they must all be active SinglePoint users. Instructor-led training covers basic navigation and high-level overviews of functionality.

Continuing education

Enhancements to the SinglePoint application are ongoing and are clearly documented in a newsletter mailed to you in advance of every release. All enhancements are supported by updated in-application help and user guides. In addition to training, Commercial Customer Service (CCS) will help with your questions or concerns.

System administration

Your designated SinglePoint system administrator serves as your security manager. The system administrator:

- Creates and deletes SinglePoint users.
- Requests and maintains tokens, which are required to initiate payment transactions.
- Sets and modifies user payment and transaction quantity limits.
- Assigns user access to services and accounts.
- Assigns initiation and approval entitlements.
- Resets own and other users' passwords when necessary. Regular users can change their own passwords.

We offer a dual system administration option upon setup for added control. With this option, all changes to user access or limits require a second system administrator approval to process.

You can determine which accounts, services, functionality and limits each user sees and uses. Administrators can add, copy and reuse user profiles to streamline the setup of new users. They can also modify user entitlements, account access and transaction limits at any time with immediate updates. The system allows you to change user status for interim periods, as well as assign entitlements by service area, function and account access. You can also set user payment limits for ACH, book transfers and wire transfers.

To assist you in monitoring system usage, we also offer the following audit features:

- User activity audit reporting for all services.
- Token maintenance and status reports.
- User profile reports.
- Account profile reports.
- Service profile reports.

Technical requirements

SinglePoint technical recommendations are stated below at supported (minimum) and optimal levels.

Supported browser versions based on your operating system

Operating system	Optimal*	Minimum**
Windows® 7	Internet Explorer 11 Chrome 30+ Firefox® 27+	Internet Explorer 8, 9 or 10 Firefox 24 through 26
Windows 8	Internet Explorer 11 Chrome 30+ Firefox 27+	Internet Explorer 10 Firefox 24 through 26
Windows 10	Internet Explorer 11 Edge 12+ Chrome 30+ Firefox 27+	N/A
Apple® Mac® OS® X	Chrome 30+ Firefox 27+ Safari® 7+	Firefox 24 through 26
Mobile		
Android 4.1 through 4.4.4	Chrome 30+	Google Android™ browser
Android 5.0+	Chrome 30+	N/A
iOS 5+	Safari 5+	N/A
* TLS 1.2 will be automatically enabled. (Includes version shown or current version.)		
** You will need to manually enable TLS 1.2 in browser security settings.		

Workstation requirements and recommendations

Component	Optimal	Minimum
Screen resolution	1280 × 1024 or higher	1024 × 768
CPU	2.0 GHz processor or faster	500 MHz or faster
Modem	Broadband internet connection	56 KBPS
Memory	4 GB or more	1 GB or more
Hard drive disk space	100 MB or more	35 MB or more



Users may also need Adobe® Reader® and Microsoft Excel® or compatible application to view and print certain reports.

Availability of Funds Deposited

The City desires to know the collected funds availability schedule for its deposits. These deposits include checks, money orders, cash, ACH credits and wires from local, regional, and out of state banks. The City requires updates as the schedule changes.



U.S. Bank National Premier Availability Schedule

October 2020

This document details the float assignment and deadlines for image delivered deposits made to accounts using the U.S. Bank National Premier availability schedule. Use this document as a guide for when to expect funds to become collected. Questions regarding this availability schedule should be directed to your Relationship Manager or Treasury Management Sales Consultant.

National Premier Availability Schedule Detail

Item Type	Float Assignment	Deadline	If deposited by the deadline the funds become collected:
U.S. Bank On-Us Items	0 Day	End of Day	Today
Transit Items	1 Day	End of Day	Tomorrow
Government Items	1 Day	End of Day	Tomorrow

Availability Schedule Notes

- All times on the schedule are local time unless noted.
- Deposits are considered received if they are made on a business day before U.S. Bank's ledger credit cutoff. Deposits made on other days or after the ledger credit cutoff will be considered to be received on the next business day.
- Every day, except Saturday, Sunday and federal holidays, is considered a business day.
- Deposits received on Saturday or Sunday will be assigned 0 day float on all items on the next business day if the deposit is received before 10:00 pm on Sunday.
- The standard ledger deadlines are:
 - 4 PM CT for Correspondent Bank image forward deposits
 - 9 PM CT for Correspondent Bank image return deposits
 - 10 PM CT for Corporate image deposits
 - 10 PM Local Time for paper deposits
- The deadline noted on this schedule is the time that U.S. Bank receives the deposit in item processing. If using a vendor, add the needed processing time to ensure delivery by desired deadline.
- Government items include: Postal Money Orders, Treasury Checks, and U.S. Savings Bonds.
- U.S. Bank Controlled Disbursement checks will be assigned one day float.
- Deposited items returned will be assigned one business day of float.
- Returned items automatically re-deposited will be assigned additional days of float.
- Canadian checks will be assigned 0-days of float if deposited electronically by 11 AM CT Monday-Friday and 4-days of float if deposited non electronically. Canadian checks will be assigned 0-days of



float if deposited electronically from 12:01 AM Saturday through 10 PM CT Sunday and 3-days of float if deposited non electronically.

- Availability may be deferred one day on select "Payable Through" and "Clearing House Funds" drafts.
- U.S. Bank no longer accepts single checks greater than \$99,999,999.99.
- Decrement one day of float for deposits processed as next day ledger post.
- This schedule is subject to change without notice.

Payee Positive Pay and Automated Account Reconciliation

The City requires the use of a payee positive pay account reconciliation and fraud prevention program on the Operating Account. As checks are disbursed, the City will provide the bank with a computer readable record file detailing the payee, check number, date and dollar amount of each item. Only those items reported by the City will be allowed to clear the account. The bank shall provide the City with a daily list of exception items for payment approval or rejection. The City requires that the exception items not be paid as the automatic default. Please include information regarding the requirements for the electronic file, such as format, etc.

At the end of each month the account reconciliation consists of outstanding items. The City requires information be provided electronically to reconcile its accounts. The electronic file shall be in the standard comma delimited format for interfacing with the City's financial system. Information is expected to be received within three business days of month-end. Responding banks should describe their systems and how stale dated checks will be handled. The City requires that the payee positive pay program be integrated with the bank teller operations to maximize controls. In the response, please describe the status of the on-line teller access.

Payee positive pay

As part of our commitment to offering the City the most robust suite of fraud prevention services available, we provide payee verification to help you detect and prevent altered payee name fraud on deposited and cash letter items, as well as items presented at the teller line. With this service, we enable you to detect fraud by helping you identify any items with nonmatching payee names on disbursed checks. You can use two kinds of payee verification:

- **Teller payee positive pay, included with our standard positive pay service**—Your payee name information is verified prior to checks being cashed by U.S. Bank tellers, if you provide it in your issue file.
 - The check amount, check number and payee name on checks presented for payment are matched to the data on your issue file. Any mismatches are not cashed, but returned to the presenter, reducing check fraud at the teller window.
 - Requirements:
 - Add payee name information to your issue file.
 - Verify the payee name on the check exactly matches the payee name in the issue file.
- **Payee positive pay, optional feature for SinglePoint Positive Pay**—In addition to teller payee positive pay, you can leverage our most advanced positive pay service, which provides the most complete fraud protection. This service expands our payee name verification to all items processed for your positive pay account, both at our teller line and in the back office. The payee positive pay option is available only through SinglePoint.
 - Payee positive pay identifies payee name mismatches. These exceptions are presented to you daily in the SinglePoint Positive Pay Exceptions list for your review, along with all other positive

pay exceptions. You can link directly from the exception list to the corresponding check image. You can view and manipulate the image and easily make your decision from the image viewer.

- Requirements:
 - Add payee name information to your issue file.
 - Verify your check stock meets U.S. Bank Payee Positive Pay Check Formatting Guidelines.
 - Complete and return the U.S. Bank Payee Positive Pay Check Image Questionnaire.

Exception items

Each day, we update your exceptions list with mismatches between presented and issued checks, allowing you to review positive pay exceptions on multiple accounts at the same time. Exception items include checks that have been converted to ACH items. You can decide on each exception from the list and submit to us in a matter of seconds. Your online decisions can include adjustments to an item's dollar amount and/or check number and automatic creation of updated issue information. You can link directly from the exception list to the corresponding check image; view and manipulate the image; and then base your decision from the image viewer.

By special entitlement, you can change the default decision for every account. Default changes must be made prior to the account deadline and are effective immediately. For the same-day service, you have the option to set your default to defer to previous day review.

A second level of security can be set up to require an approver for all decisions. Decision approval must take place prior to account deadlines. Robust audit reports allow you to view modification history and determine who decided on and/or edited an item. Up to 45 days of exception history can also be viewed to verify decisions and review images of exception items.
Teller operations and access

The City can provide issue information via direct transmission using our standard account reconciliation plan (ARP)/positive pay input format. You can also use SinglePoint Issue Maintenance to upload files online with issue and cancel information in CSV, customized delimited or fixed length format.

Teller operations

All positive pay accounts are on teller positive pay. Serial numbers, dollar amounts and payee names (if provided) are verified at the teller line. Items that do not match are not cashed. Teller information is updated every 20 minutes from data transmission and every five minutes from SinglePoint Issue Maintenance.

Account reconciliation

U.S. Bank Account Reconciliation delivers the City prompt and accurate computer-generated reports on paid and outstanding checks. Our services reduce your clerical work, help reduce fraud and give you more time. Our services are designed to fit with your computerized accounting system and provide you flexible reporting options for a wide variety of accounting cycles. We provide your information via hard copy report, data transmission or online through SinglePoint Account Reconciliation.

We offer partial ARP, full ARP, partial positive pay and full positive pay services. While this set of services is optional, we strongly recommend you take advantage of the positive pay service as a component of your overall ARP package. Positive pay is the best and most affordable protection against fraudulent check activity. If you choose not to use positive pay, you are responsible for and more susceptible to, fraudulent activity within your accounts.

We provide two options to help reduce or virtually eliminate staff time for reconciliation:

U.S. Bank Partial Reconciliation

U.S. Bank Partial Reconciliation provides a list of paid checks and missing items in numerical order on the reconciliation. The Paid Only report provides detail including date paid, dollar amount and check number



of each check. Flexible cutoff times allow you to customize the statement period. Below is a listing of reconciliation information availability following statement cutoff:

- **Bank statements**—Five business days through U.S. Mail. Two business days through SinglePoint.
- **Reconciliation information**—Five business days through U.S. Mail. Due to automated balancing, 99% of reconciliation reports are available on SinglePoint by the second business day.
- **Paid check files**—Transmitted the day after the cutoff date. The file is available by 7 a.m. CT.

U.S. Bank Full Account Reconciliation

U.S. Bank Full Account Reconciliation provides a set of comprehensive reports listing all outstanding and paid checks, along with all other check activity. With full reconciliation, you simply forward us the register information on all checks issued, along with a list of deleted or cancelled items. Your issue information is compared to your account activity to produce the reports. Since we automatically adjust and correct mis-encoded items, this service virtually balances your checking account for you. Flexible cutoff times allow you to customize the statement period. Below is a listing of reconciliation information availability following statement cutoff:

- **Bank statements**—Eight business days through U.S. Mail. Two business days through SinglePoint.
- **Reconciliation information**—Eight business days through U.S. Mail. Due to automated balancing, 99% of reconciliation reports are available on SinglePoint by the second business day.

Stale-dated checks

U.S. Bank offers the City automated stale date processing through our full reconciliation and positive pay services. You define the length of time outstanding issues remain valid (e.g., 60, 90, 180 calendar days). A minimum of 30 calendar days is required. We monitor your outstanding issue file and automatically cancel any items that exceed your specified stale date parameters.

If you have positive pay services, stale-dated items presented in cash letters will appear on the exception list with a reason code: Cancel on File. You then can pay or return the item. Items presented for payment at our teller line will be refused.

A data transmission file of items canceled due to stale date is optionally available if you subscribe to the stale date processing service. Additionally, items canceled due to stale date can be viewed on the SinglePoint Account Reconciliation data file.

U.S. Bank can meet the file format requirements as outlined and will work with the City in the event additional integration options arise.

Cancelled Check Safekeeping

Please describe your cancelled check safekeeping to include image recovery for processed checks. The City desires monthly check image information to be on USB/Flash Drive for easy storage and research. The USB/Flash Drive shall include images of both the front and the back of checks.

U.S. Bank retains physical checks on-site for three days. Checks are then destroyed, with images stored off-site for seven years.

U.S. Bank offers two image retrieval products, which are described in the following table:

U.S. Bank Product	Description
SinglePoint Image Access	SinglePoint provides image search and retrieval. You can view, save and print paid check images, deposit tickets, deposited checks, paper debit and credit memos, returned deposited items, returned re-deposited items and advices. Images are accessible from a



U.S. Bank Product	Description
	number of different services within SinglePoint and are available for seven years from process date.
SinglePoint Image File Delivery	SinglePoint Image File Delivery provides a transmission of images and associated index information on a daily, weekly, monthly or custom calendar basis using standard internet-based File Transfer Protocol (FTP) methods. We can also provide a transmission file of up to seven years of historical images. (Maximum of one month per file request). The images can then be imported into your own image archive.

The City will have the option to access images with our U.S. Bank SinglePoint Image Access, this will allow the City to access and download images.

ACH Blocks and Filters

The City requires the ability to place ACH filters and blocks on all accounts to minimize the potential of fraudulent withdrawals. Please describe your program and all costs associated with implementing filters and blocks.

U.S. Bank offers an ACH filter and block service that enables the City to protect deposit accounts against unauthorized ACH debit and credit transactions. Business eCheck block is also available and allows you to block WEB and TEL payment types, and the converted check payment types ARC, POP and RCK.

Additionally, you can use SinglePoint ACH Positive Pay to add new authorizations to your accounts online. Authorizations are a set of rules you can establish to determine which incoming ACH credits and debits should be allowed to post to your accounts.

We also offer the UPIC® secure account identifier. UPIC is a unique account number that allows ACH credit transactions to post to a designated U.S. Bank account while blocking ACH debits from your account. A UPIC looks and acts just like a regular bank account. It masks your account number, allowing you to receive electronic credit payment without revealing sensitive bank information to your business associates. Using a UPIC, you can publish account information freely to encourage your trading partners to send electronic payments without the fear of fraud on your business DDA. Only credit transactions can be sent using a UPIC account number, which helps protect your account from fraud.

For costs associated with the above services, please refer to **Exhibit B, Consolidated Bid Form, Required Banking Services.**

Security Procedures

Please describe the security procedure alternatives available from the Bank with respect to testing authenticity of payment orders and other communications purportedly received from the City.

SinglePoint protects account information with the most current and proven technology available, including:

- 256-bit AES encryption
- TLS 1.2
- Individual client IDs, passwords and digital signatures
- Entrust time-based tokens are required for users to access payment services (ACH, wire transfer and investments). Tokens are preprogrammed to produce a new numerical code every 60 seconds. One token is assigned to each user at your site.

- By default, all SinglePoint entitlements must be approved by a second system administrator. You must complete additional paperwork to waive the dual approval requirement.

Each user has their own unique logon and password to access SinglePoint. Furthermore, users are assigned their own Entrust time-based token, which is required to access payment services (ACH, wire transfer and investments). Tokens are preprogrammed to produce a new numerical code every 60 seconds.

There are multiple levels of security built into the way the SinglePoint system is designed to function and how users can access it.

- Data is not stored on the user's workstation.
- Password access is required – user passwords are case sensitive.
- Users must enter challenge questions – challenge question answers are case sensitive.
- Sessions time out after a period of inactivity.
- PIN entry is required when initiating wire transfers.
- Required notifications are sent via email when certain security events occur.

An optional IP white listing security feature is available if you choose to restrict user access to specific IP addresses or IP address ranges.

The application also uses a tool called Passive Monitoring, which detects anomalies in web traffic, including PC viruses and malware, between user PCs and our application. Once detected, we contact users to communicate the detection of anomalies and advise on corrective measures to clean users' PCs.

Collateral

Pursuant to K.S.A. 9-1402, and amendments thereto, the bank is required to collateralize City deposits. The City Investment Policy requires that pledged securities have a market value equal to at least 100% to 105% of the amount of the total deposits of public funds, including accrued interest earned. Under the City's investment policy, acceptable collateral includes:

- A. Direct obligations of, or obligations insured as to principal and interest by, the United States Government or any AAA rated agency thereof, and obligations and securities of United States sponsored AAA rated corporations, which under federal law may be accepted as security for public funds. Mortgage securities are permitted to be used as collateral, but require coverage of 105% of the total deposit of public funds including accrued interest earned. All other collateral in this category requires 100% of the total deposit of public funds including accrued interest earned.
- B. Bonds of the State of Kansas, General Obligation bonds of any Kansas municipality, General Obligation temporary notes of any Kansas municipality which carry a rating in the third highest category or higher with respect to bonds and in the second highest category or higher with respect to notes. This collateral requires coverage of 102% of the amount of the total deposits of public funds, including accrued interest earned.

U.S. Bank will agree to secure the City of Merriam's deposits utilizing an irrevocable, unconditional and nontransferable Federal Home Loan Bank of Cincinnati Letter of Credit Obligation. This LOC follows guidelines as set by the State of Kansas.

- At no time, will the market value of the Letter of Credit be less than 100% of the amount on deposit less the maximum insurance provided by the Federal Deposit Insurance Corporation (FDIC). The City of Merriam will continue to hold the Letter of Credit and will be authorized to

draw should the need arise. If the City of Merriam requires any additional information regarding this Letter of Credit they can contact our Collateral Hotline at 612-303-0500.

- There is \$250,000 FDIC Insurance Coverage per depositor

If the bank chooses to pledge securities as collateral, the bank will be required to pledge the securities at the Federal Reserve or at the Federal Home Loan Bank and execute a Security Agreement with the City.

U.S. Bank understands and will continue to comply with this requirement.

Other Required Information

Daylight Overdrafts

Please provide details on any daylight overdraft issues that may concern your bank. It is possible that in managing the external investment program of the City that payment for an investment purchase may occur before the receipt of funds from an investment sold or matured or from other sources. This could cause an occasional daylight overdraft that will be resolved before the end of the banking day.

Daylight overdrafts general

U.S. Bank, as required by the Federal Reserve, monitors real-time daylight overdrafts by account and client relationship. If the City decides to implement a zero balance account (ZBA), we aggregate the balances within the hierarchy.

Daylight overdraft limits

To facilitate wire transfers and other routine business, U.S. Bank can establish an intraday limit for the City to ensure the movement of funds as needed. These limits are set for control purposes. Decisions to release wires with daylight overdrafts are made on a discretionary basis. However, to protect your interests, we'll consult with you on wires exceeding the established daylight overdraft limit.

Daylight overdraft fee

Currently, we do not charge our clients for general daylight overdrafts.

Designated Account Liaison

The City will require the selected bank to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the bank and be able to resolve any problems or issues that may arise. Biographical information must be included of all key bank personnel that will be assigned to service the City.

Roberta Miller is your relationship manager and single point of contact for the City's relationship with U.S. Bank. Roberta is responsible for your overall banking relationship and dedicates her time to evaluating the marketplace, matching new and emerging technologies and solutions to your changing needs. She also leads your team of product and service specialists to deliver the right balance of functionality, capability and efficiency in an ever-changing financial landscape.

Roberta Miller – Vice President, Relationship Manager

303.249.1197 | roberta.miller@usbank.com

Roberta Miller has been with U.S. Bank for 40 years. She has over 30 years of experience working only with government entities. As the Government Banking Relationship Manager, Roberta is responsible for ensuring that the servicing support required to meet the City's needs are fulfilled by every



Division/Department within U.S. Bank, that is part of the overall relationship. Roberta will regularly review the relationship strategy, service levels and deliverables to ensure that your goals are being met. Roberta works closely with her Community partners throughout various regions, to ensure we identify, offer and deliver a proper mix of cost-effective and competitive solutions. Roberta is a Certified Treasury Professional (CTP).

Corey Gregory, Vice President, Treasury Management Consultant

816.416.9345 | corey.gregory@usbank.com

Biography: Corey has been with U.S. Bank for six years and has worked in treasury management for more than 17 years. He brings experience working with government, nonprofit, education and commercial clients. Corey lives in and is based in Kansas City. He earned his bachelor's degree in management/finance from Park University.

Bryan Schell, Vice President

800.944.9914 | bryan.schell@usbank.com

Biography: Bryan has been with U.S. Bank in the Money Center for 14 years. Bryan has experience of 19 years in the fixed income securities markets, serving only institutional clients including: governments, large corporations, commercial clients, etc. Additionally, Bryan manages a team of Money Center representatives in our St. Louis, Denver, and Los Angeles offices. Bryan earned his bachelor's degree from Colorado State University and resides in St. Louis, Missouri.

Barbi Malone, Client Account Executive | U.S. Bank Elavon

865.403.8173 | barbi.malone@elavon.com

Biography: Barbi has been with Elavon on the Account Executive team for 3 years. She has over 30 years' experience in cultivating client relationships, customer service, problem solving, and being able to work under pressure. Additionally, Barbi has worked in the public sector field at Elavon for over a year. She earned her bachelor's degree from Phoenix University and resides in Maryville, TN.

Record Retention

The bank should maintain records for the City for the term of seven years after the completion of the contract.

As a company and financial institution, we are required to maintain certain records to meet our legal, tax and regulatory requirements. Record retention timeframes are dependent upon each product.

Data

SinglePoint retains previous day data for 60 days and current day data for 10 days. Additional retention periods for previous day information of 12 or 24 months are available for an account-level charge.

Images

You can view images immediately if they are less than 90 days old. Paid check images can be viewed by 7 a.m. local time the day after they are paid. For Controlled Disbursement accounts, same-day images can be viewed by late afternoon the day they are paid. Images older than 90 days and photocopies can be requested online from our archive, where we store seven years of images. Requests for digital archived images appear in an Image Inbox and can be shared with others.

Disaster and Back-up Plans

Describe your bank disaster and back-up plans and capabilities. The City must have access to cash, securities, and information at all times.

Enterprise Resiliency program overview

The Enterprise Resiliency program establishes and supports U.S. Bank's business continuity and contingency planning and response program. The program is designed to protect customers, assets, and employees by evaluating the risks of significant adverse events, planning and validating response strategies, actively monitoring of and reporting on the threat landscape and effectiveness of the control environment, and leading emergency response teams.

The program ensures U.S. Bank and our affiliates meet the fiduciary responsibility to stakeholders and comply with regulatory requirements of the Federal Financial Institutions Examination Council (FFIEC), the Securities and Exchange Commission (SEC), the Office of the Comptroller of the Currency (OCC), the Financial Industry Regulatory Authority (FINRA), the Office of the Superintendent of Financial Institutions (OSFI) and the European Banking Authority (EBA). Additionally, U.S. Bank has met all recovery criteria as prescribed by the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System.

The Board of Directors annually approves the Enterprise Resiliency policy. Program status and any significant issues are reported to the Board of Directors, the Management Committee and senior executives on a quarterly basis.

Foundation of risk management

The Enterprise Resiliency program is supported by the Enterprise Resiliency group, a department of U.S. Bank's Risk Management and Compliance division. The group consists of over 40 risk management and business continuity professionals.

Risk assessments

Risk assessments are foundational to the Enterprise Resiliency program. The results of risk assessments drive the planning, exercising and emergency response components of the program. The following risk assessments are performed:

- **Application criticality assessment**—Used to assess application risk and determine appropriate recovery time objectives and recovery point objectives;
- **Business impact analysis**—Measures the effects of resource loss and escalating losses over time to provide the basis for risk mitigation and business continuity planning;
- **Third party resiliency assessment**—Evaluates the risks associated with processes performed by and/or technology provided by mission-critical third parties to drive appropriate third-party outage mitigation and recovery planning; and
- **Threat vulnerability assessment**—Assesses the risk of major natural hazard events along with the impacts of those events on U.S. Bank corporate locations and the mission-critical processes/technologies executed at those locations.

Results of these risk analysis activities drive strategic recovery planning for continuity of operations for these processes. Third party resiliency assessments occurs annually on the anniversary of the previous assessment or upon a significant change in the relationship. Application criticality assessments, business impact analyses and threat vulnerability assessments are refreshed bi-annually or upon significant change.

Risk mitigation planning

The Enterprise Resiliency group has established and maintains guidelines which incorporate industry best practices for the operational resiliency of critical business processes and technology. To achieve

operational resiliency, business process and technology owners in partnership with and under the guidance of the Enterprise Resiliency group build and maintain response plans to address threats and risks identified by the assessment activities described above. The response plans are integrated into the overall risk management framework.

Business continuity response plans

U.S. Bank's business continuity plans are developed and maintained to address operational resiliency and recovery strategies for such events as pandemic/high employee absenteeism, natural and man-made hazard impacts, technology outages and other business disruptions.

In the event a business office or operational facility becomes, or is likely to become, non-operational an appropriate business continuity plan will be activated. The response strategy will vary based upon the nature of the disruption and work impacted. Response strategies include:

- **Transfer work**—Work is transferred to another location out of the impacted area that does the same business function or has been cross trained.
- **Relocate people within business**—Team members from the impacted location are relocated to another site.
- **Relocate to regional recovery center**—A location, other than the normal facility, will be used to process data and/or conduct critical or necessary business functions.
- **Work from home**—Team members will work from home on a bank-owned device.

Disaster recovery response plans

U.S. Bank's technology infrastructure is designed and implemented to ensure high-availability and high-recoverability. Industry leading best practices and best-in-class technology components are utilized to operate a highly redundant, geographically-disperse network of data centers. Critical data is securely mirrored and replicated between two data centers.

U.S. Bank's disaster recovery plans are developed and maintained to address technology, infrastructure, application and data recovery and validation strategies in response to unplanned technology interruptions up to and including the loss of a data center.

Third party provider outage response plans

U.S. Bank's vendor service plans are developed and maintained to address the risks from the loss of service from a critical provider. Vendor service plans include pre-planned response activities including but not limited to communication strategies, alternative work plans, and service resumption validation processes.

High absenteeism/pandemic response plans

The U.S. Bank pandemic preparation and response plan is developed and maintained in partnership with senior leaders and other critical support departments to prepare for the possibility of pandemic flu in the same way that we prepare for other events that could affect our employees, customers and communities. The plan was prepared in communication with public officials, pandemic planning experts, various state and local organizations, and other financial institutions and businesses. The plan augments procedures already in place as part of the existing Enterprise Resiliency program and outlines strategies to mitigate the impact of a pandemic upon U.S. Bank, as well as our employees and customers.

Plan validation

In alignment with regulatory requirements, bank policy and industry best practices, resiliency plans are regularly exercised to demonstrate plan effectiveness and process/technology recoverability. Exercise scenarios include business continuity plan activation or activation simulation; local, regional, national and international crisis management and response team simulations; U.S. Bancorp and third-party joint exercises; and key/critical infrastructure/application disaster recovery.

Enterprise Resiliency Policy requires business continuity and vendor service plans to be exercised on an annual basis. Disaster recovery plans for mission-critical and key applications are exercised on a quarterly basis. Results from each exercise are documented and reviewed by the Enterprise Resiliency group. Any encountered issues or plan discrepancies are documented along with remediation plans.

Crisis management and adverse event response

The Enterprise Resiliency group's Crisis Management team manages and coordinates the enterprise response to adverse events that threaten to harm the organization, its stakeholders, employees, assets or reputation. The enterprise response focuses on the safety of all employees, customers and assets of U.S. Bank, minimizing disruption of service and/or inconvenience to customers, returning to a business as usual state as quickly as possible, and limiting any potential liability of the organization.

The Crisis Management team maintains situational awareness and facilitates crisis management planning, conducts training, exercises and maintains the emergency notification system. Crisis Management oversees the information flow between lines of business, tiered response teams and executive management. The tiered incident response teams consist of the following:

- Executive Crisis Management team (ECMT)
- First Response Executive team (FRET)
- International Response team (IRT)
- Emergency Response team (ERT)

Appropriate response teams are activated based on the nature and risk levels of the event.

Employee training and awareness

Employee training and awareness is a critical component of the success of the Enterprise Resiliency Program. The training and awareness program consists of both formal and informal activities, including but not limited to, required biennial training courses, planning-community user groups, participation in functional exercises of recovery plans, and localized evacuation procedure drills.

Audits, exams and ISO certification

Annual internal audits and periodic OCC/Federal Reserve exams are conducted on U.S. Bank's Enterprise Resiliency Program. U.S. Bank maintains an ISO 22301-Business Continuity Management certification.

Notifications

In the event of a major disaster at U.S. Bank that impacts your product or service, a member of the applicable U.S. Bank customer support team will communicate with you. Since it is impossible to anticipate every type of potential disaster, there can be no assurance that there will be no interruption of U.S. Bank's business functions in all circumstances. The mission of U.S. Bank's Enterprise Resiliency program is to minimize the impact of any disruption.

Disclaimer: This information is subject to modification by U.S. Bancorp at any time.

Data backup

In the event a business site becomes inaccessible, U.S. Bank currently employs a number of recovery strategies: mission-critical functions are recovered at another geographically disbursed location within their business line. U.S. Bank maintains internal geographically disbursed regional recovery centers to recover those business lines not recovering themselves. We also use external recovery vendors. In the event of a disaster, mission-critical employees are relocated to the recovery locations to reestablish mission-critical functions within their recovery time objective.

V. OPTIONAL BANKING SERVICES

The City requests the proposing banks offer any optional services or make any recommendations it believes would enhance the cash management capabilities of the City. All proposing banks are encouraged to make suggestions or add additional information not requested in this proposal. Banks are encouraged to describe factors that distinguish their institution from potential competitors. However, all respondents must submit a proposal on all required services in the proposal format provided.

Optional services should be summarized on an attached Exhibit C but can be accompanied and supported by other material. The City may elect to use some or all of the optional services but not necessarily with the primary operating bank. The City may elect not to award a contract for any or all of the optional services to any bank.

Credit Cards

The City accepts American Express, Master Card, Visa, and Discover as forms of payment for various City services. Please discuss how your bank would provide credit card services, including all fees, and set-up charges. Please include a copy of your credit card merchant agreement.

The Financial Institution will be expected to provide the following needed Electronic Card Payment Services.

- Fast authorization and settlement for all major credit, private label and purchasing cards
- Reliable transaction processing
- One-to-one service relationships
- Flexible settlement and reporting options
- Facilitation of equipment deployment and repair
- Merchant customer service and terminal support
- Secure transaction processing for merchant and customer protection
- Commerce-enable to Web site
- Competitive, low discount rates based on average MasterCard and Visa sales(s) volume
- Electronic credit card deposits into any business checking account
- Low equipment prices
- Availability and service of a local credit card center

The following table contains general data regarding the City’s merchant card program.

Program Measure	Value
Number of Locations Accepting Credit Cards	4
Number of Credit Card Machines	4
Number of tickets 9/019 – 8/20	3,566
Average Ticket Price 12/07 -8/08	\$199
Annual Dollar Volume	\$624,581

Elavon Payment Solutions assist organizations in government and public sector, higher education, utilities and non-profits in taking control of revenue, cutting costs and managing day-to-day operations more efficiently, while giving your citizens the convenience they want.



Flexible Settlement and reporting

While some providers supply data with no direction, we aim to understand the intended outcome of reporting requests and leverage that intent in the delivery of business intelligence and reporting solutions. This helps us better tailor our reports, data presentation and education so that you can take action.

Companies with many locations use the Chain Merchant Summary statement. This report combines several current chain reports into one chain summary report and provides summaries of total fees paid by the chain, as well as for each chain location.

- Customer recaps are month-to-date and for year-to-date data.
- Customer locations are listed in store number order, if such information is provided at the chain level.
- Include batch numbers and all card types in the deposit section. This section displays the amount deposited by us and by other card organizations. In addition, the customer may select further deposit detail by each card type (i.e., Visa, MasterCard, etc.) The fee sections break out fees for Visa/MasterCard, other cards, chargebacks, POS debits and miscellaneous. All fee information is arranged in a format designed to facilitate easy reconciliation.

Comprehensive business insights and data analytics are available via our Payments Core 365 reporting. Your data presents in universal file formats for flexibility in uploading and connecting to your reconciliation and enterprise resource planning (ERP) systems. The data available through Payments Core 365 provides clarity around deposit activity, interchange qualification, downgrade to offer at-a-glance access, you use our Payments Insider reporting tool. Payments Insider allows you to view transactions and monthly statements for both individual locations and hierarchies defined by you. Payments Insider also supports standard daily and period-end reporting that includes multiple data elements, such as qualification levels, downgrades by reason, and chargebacks and exceptions.

Our reporting tools also allow users to enter customized reporting periods to create reports at quarterly or other defined intervals

Whether you need to accept payments for court, utility payment service or permit fees, we have a solution to fit your needs. Elavon will process your customers' payments and any applicable convenience fees, as allowed under specific card network guidelines. The collected convenience fee could reduce or eliminate your transaction costs.

Choose from web-based, mobile, mail/telephone and onsite options to securely accept:

- Credit cards – including EMV, magnetic stripe and contactless
- Debit and PIN debit cards
- Apple Pay® and Android Pay™
- Electronic checks, ACH and EBT
- Gift cards
- Loyalty cards

For in-person transactions, we offer a variety of countertop terminals featuring EMV technology to process “chip” cards (including PIN Debit) to eliminate counterfeit card fraud. NFC technology supported by our terminals also powers the acceptance mobile wallets/ “eWallets” (i.e., Apple Pay, Google Pay).

Our Bluetooth or “short range” wireless terminals use secure, encrypted Bluetooth connectivity allowing for mobile payments within 300 feet of base unit. Long range wireless terminals use cellular connectivity and offer a long-life battery for payments on the go.

We also support mobile processing via the pairing of a tablet solution with the Ingenico Link2500. This encrypted PIN pad can be used with your computer via USB connection or the Converge Mobile app and Bluetooth. Accepts chip, magnetic stripe and contactless payments.

Ingenico – One of two of our terminal hardware vendors, Ingenico delivers a wide array of countertop and wireless devices to allow customers to easily and securely process payments. These terminals support a



full range of payment options, including: credit, PIN Debit, gift cards, loyalty and electronic benefits transfer (EBT). All terminals can integrate with our Safe-T security solution which provide encryption and tokenization services to keep card data secure. Ingenico terminals can accept magnetic stripe, EMV and contactless payment capabilities.

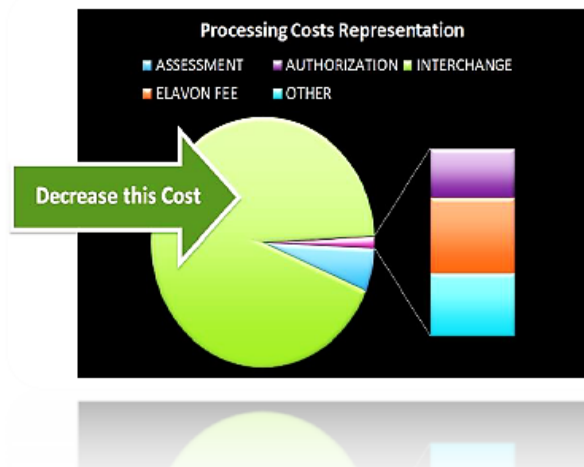
The product suite for Ingenico includes:

Ingenico	
<p>Desk/3500– this robust countertop terminal uses the Telium TETRA operating system includes the best security mechanisms embedded to protect transaction privacy and leverages Ingenico's unique portfolio of payment applications with a monochrome 2.7" display.</p> <p>Cost – \$270.00 Terminal Only \$475.00 Terminal with PinPad (pictured below iPP315)</p>	 A black countertop payment terminal with a monochrome 2.7-inch display showing a transaction screen. It features a numeric keypad and several function buttons.
<p>Desk/5000– this robust countertop terminal uses the Telium TETRA operating system includes the best security mechanisms embedded to protect transaction privacy and leverages Ingenico's unique portfolio of payment applications. Color 3.5" display.</p> <p>Cost – \$431.00 Terminal Only \$665.00 Terminal with PinPad (pictured below iPP315)</p>	 A black countertop payment terminal with a color 3.5-inch display showing a promotional offer for '25% OFF'. It features a numeric keypad and several function buttons.

Interchange Optimization

We offer a service known as Interchange Optimization, where we will work with you on an ongoing basis to improve practices, offer additional levels of data to be processed, reduce your downgrade percentages, provide access to negotiated interchange rates and reduce your overall interchange costs.

Interchange is the largest component of customers' transaction processing costs and the effective management of interchange is often too complex and time consuming for organizations to tackle



themselves. Our Interchange Optimization Managed Service can help. The chart on the right shows the breakdown of the total cost of accepting payments. Interchange and assessments contribute approximately 99% of the rates and fees paid by an organization to process a transaction.

The cost of this program to our customers is minimal, as we make all of the upfront investments, and only gains if our customers save money. We have provided this service to nearly 100 clients and has saved over \$100MM in interchange through this service, offering interchange cost savings of \$200k/year or more.

We work with our clients daily to reduce interchange costs, and we can deliver savings to you via our interchange optimization program. Level 2 and Level 3 processing typically carries lower interchange rates but requires the capture of specific line-item data as part of the credit card transaction. By capturing this additional information on your behalf, we can reduce the interchange rate billed, resulting in cost savings.

How Does It Work?

We leverage our expertise gained from years of payment card experience and combine that with business intelligence about the industry to help our customers achieve industry leading processing and at the lowest costs possible. We achieve this with minimal customer effort, the investment in time, research and analysis is shouldered primarily by us.

Our optimization service has three major phases: Discovery, Assessment and Implementation.

- **Discovery:** Review of current processing/procedures against industry leading practices with the focus on total cost reduction of processing.
- **Assessment:** Measure peer locations to find outliers, compare processing costs against similar business types, introduce best practices, optimize routing, quantify impact and recommend solutions.
- **Implementation:** Pilot and monitor any improvements/updates. Once these updates are successful, we implement full scale and then monitor with monthly savings reports.

For a detailed offering of services available through your U.S. Bank Elavon Merchant Provider please review **Attachment 2. U.S. Bank Elavon Partner Program Overview.**

Courier Services

The City deposits cash and checks daily. At the present time the City delivers the deposit to the bank. Please describe if your bank provides a service to include pick-up and subsequent deposit times for best funds availability, and define the costs. The City is evaluating whether to continue delivering it, have its own contract with a courier service or to have the bank make arrangements for delivery and would like the opinion of the responding banks.

U.S. Bank does not provide courier services, nor do we contract directly with armored couriers on your behalf. The City would be responsible for contracting with your chosen armored car service, although we can provide a list of area options to you.

As our industry continues to shift toward emerging technologies, we are investing in digital services to meet our clients' evolving needs. We recommend implementing U.S. Bank Onsite Electronic Deposit, described in the next section, as a more efficient alternative.

Remote Check Image Deposit Service

The City currently receives check payments over-the-counter at cashier operations in City Hall, Court, the Police Department, and in the Community Center. The City currently deposits these checks via a deposit slip with our cash deposit. Please describe any electronic alternatives that are available to the City and clearly define costs and implementation procedures including equipment requirements. Also describe the latest deposit time for the file to be transmitted to the bank and what checks if any that cannot be converted to the image deposit format.

On-Site Electronic Deposit overview

The City can reduce the desk float, errors and unnecessary risk often associated with processing paper checks when you deposit checks online using On-Site Electronic Deposit, which is easily accessed from SinglePoint. On-Site Electronic Deposit can save you time and money by consolidating banking relationships to make check deposits from your remote locations.

Checks can be deposited as soon as they are received without leaving your office. Increase productivity and decrease risk by not having employees leave the office to make bank deposits. Additionally, users can make deposits anytime, anywhere using a supported mobile device. Distributed workforces collecting check payments can meet daily cutoff times and improve funds availability.

On-Site Electronic Deposit's highly flexible and configurable system meets your business needs, enabling you to automatically capture check and remittance data, including images of remittance coupons and full-page documents. Payment processing is expedited, and manual intervention reduced, by automatically posting payment information to your accounts receivable systems.

SinglePoint allows you to view extensive reporting options for deposit, transmission and remittance data, as well as access images of checks and remittance items for more than two years. Remittance data can be downloaded or sent via transmission for automated posting to your accounts receivable system once or multiple times per day.

Cost

For costs associated with On-Site Electronic Deposit, please refer to **Exhibit C, Consolidated Bid Form, Optional Banking Services**.

Integration

The following table outlines the steps for integrating On-Site Electronic Deposit (based on a more complex integration):

Step	Task Description	Responsibility
1	Relationship manager or technical sales consultant will send you the Treasury Management Services Agreement.	Relationship manager or sales consultant
2	You will sign and return the Treasury Management Services Agreement (if applicable) to U.S. Bank.	You
3	You will open new deposit account(s), if needed.	You
4	Client integration product manager will send you a Welcome email package containing: <ul style="list-style-type: none"> ▪ U.S. Bank On-Site Electronic Deposit Web Questionnaire. ▪ U.S. Bank On-Site Electronic Deposit Hierarchy, if needed. ▪ U.S. Bank On-Site Electronic Deposit Web Remittance Supplement, if needed. 	Client integration product manager

Step	Task Description	Responsibility
	<ul style="list-style-type: none"> ▪ U.S. Bank Data Transmission Questionnaire (DTQ), if needed. ▪ U.S. Bank SinglePoint System Administration Authorization Form, if needed. 	
5	You will complete and return all documentation from welcome email package.	You
6	Client integration product manager will schedule and conduct kickoff and subsequent review meetings with you and any other necessary parties. (If needed, steps five and six may be reversed.)	Client integration product manager
7	You will provide 25 original coupons of each variety for use in testing custom form mapping, if needed.	You
8	Client integration product manager will complete the setup of On-Site Electronic Deposit system (hierarchy).	Client integration product manager
9	Client integration product manager and On-Site Electronic Deposit trainer will conduct coupon OCR mapping and testing, if needed.	Client integration product manager and On-Site Electronic Deposit trainer
10	On-Site Electronic Deposit trainer will ship scanner(s) to client by UPS ground.	On-Site Electronic Deposit trainer
11	On-Site Electronic Deposit trainer will conduct training with you.	You, On-Site Electronic Deposit trainer
12	Client integration product manager will coordinate file transmission and format setup and testing with you, six to 12 weeks after you are live on On-Site Electronic Deposit, if needed.	You, client integration product manager
13	U.S. Bank and you will monitor systems, transition to business as usual.	All

Equipment requirements

On-Site Electronic Deposit system requirements

- 500 MHz P3 processor.
- 256 MB RAM.
- 50 to 80 MB free hard drive storage space for SinglePoint and the Scanner Control Manager (SCM).
- Display: 1024 x 768 screen resolution. (Widescreen resolutions are not supported.)
- Keyboard and mouse.
- Local printer/LAN.
- Preferred operating system and browser support (North American versions only).

Operating Systems (Professional and Ultimate Editions)
Microsoft® Windows 7 SP1, 8.1 update and 10
Mac OS X 10.10 or newer

Browsers (Including Applicable Service Packs)
Microsoft Internet Explorer 11 (native mode only)
Google Chrome™
Firefox

Browsers (Including Applicable Service Packs)
Apple Safari 8 or newer for Mac

Internet bandwidth

- High-speed, wired internet connection, such as a cable or DSL connection is recommended. Wireless connection is not recommended.
- Internet connection upload speed of at least 500 Kbps.

Other software requirements

- Adobe Flash Player version 9 or greater is required to view images within On-Site Electronic Deposit Web.
- Adobe Reader version 8 or greater is required to open and print On-Site Electronic Deposit user documentation. (Available for free download at adobe.com.)

Administrative Windows user

A Windows user with administrative rights is required to download and install components, including the SCM component and any custom data entry forms.

Deposit deadlines

The following table illustrates the deposit deadlines (in Central Time) for same-day ledger credit of funds:

Deadline Description	Deposit Deadline	Bank Processing Time
Morning	8 a.m.	10 a.m.
Mid-Morning	11 a.m.	1 p.m.
Mid-Day	2 p.m.	4 p.m.
Early Evening	6 p.m.	8 p.m.
End-of-Day	10 p.m.	12 a.m.

There are no additional fees associated with later deadlines.

Checks that cannot be electronically deposited

Checks that cannot be deposited electronically via remote deposit, can be included in your branch or cash vault deposit. U. S. Bank does not convert checks to ACH transactions as the process is expensive and antiquated with electronic image routing between financial institution trading partners.

VI. OTHER VALUE ADDED BANKING SERVICES

Please describe any other banking services that your bank would be willing to offer by summarizing and including attachments for review by the City using Exhibit D.

Please refer to **Exhibit D, Consolidated Bid Form, Other Value Added Services.**

U. S. Bank offers a full suite of banking products and services that can assist with process automation at any level. We have listed a few products that local governments find useful but can also offer additional services that may be more useful to the specific processes of the City of Merriam.

Consolidated payables

U.S. Bank Consolidated Payables generates various types of payment from a single payment file, including ACH transactions, virtual card payments, wire transfers, Zelle and checks. Remittance information can be sent along with or separately from the payment. With consolidated payables, your team does not need to maintain and support five separate payment processes.

- **Streamline ACH origination including remittance information**—We offer a full suite of ACH capabilities that allow you to eliminate paper checks by using electronic transactions. Take advantage of our ACH payee remittance reporting feature to deliver business payee remittance information separate from the ACH payment via secure email.
- **Mix wire types**—Batch wires may contain a mixture of repetitive, semi repetitive and/or nonrepetitive transactions for both domestic and international payments, offering you flexibility and efficiency.
- **Secure your check printing**—Let us be your outsourced check printing provider and benefit from time savings, as well as many security features. U.S. Bank Check Payables incorporates several check stock security features, such as watermarks, void pantographs, security endorsement backers and thermosensitive ink. Additionally, your check printing instructions can automatically feed check issuance records to the account reconciliation and positive pay services.
- **Create virtual card payments**—Virtual Pay via Access® Online allows you to increase control using precise pay and reduce your risk using preauthorized limits and single-use accounts. In addition, you can reduce payment costs and potentially earn a rebate on your payment plus spend.

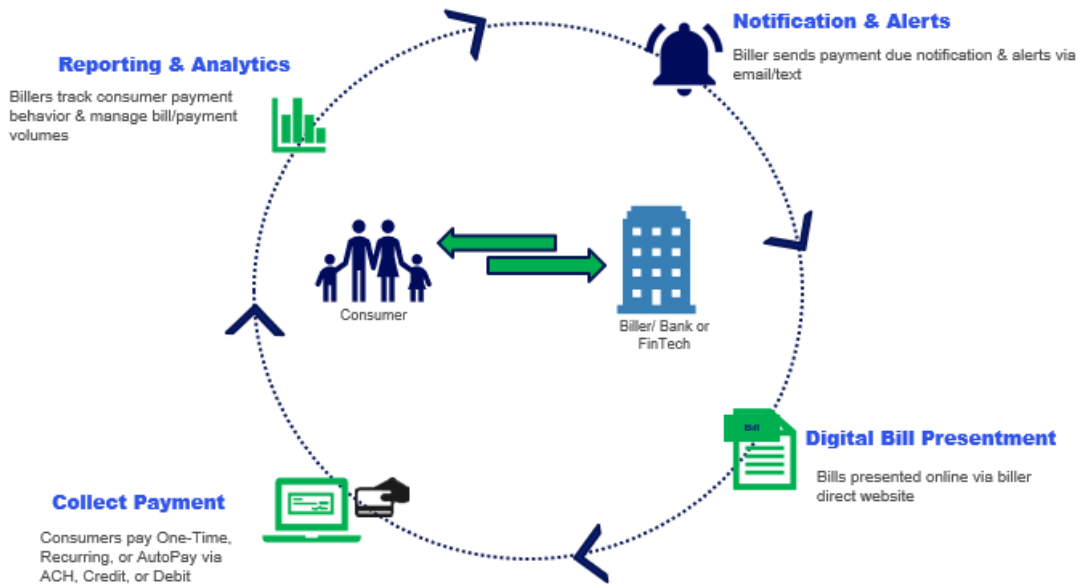
Payments originated using consolidated payables must clear or settle through a U.S. Bank account or by using a U.S. Bank Corporate Payment Systems card program. Check payments can be drawn against a U.S. Bank Controlled Disbursement account or a DDA.

eBill Service

U.S. Bank eBill Service is a full-service, turnkey, digital bill presentment and payment solution built with the consumer and biller in mind. It streamlines operations, reduces costs and meets customers' needs by providing a secure, simple and fast way to view and pay their bills – how, when and where they want. eBill Service is a highly configurable solution, allowing the City to present bills digitally and collect payments from multiple payment channels and payment methods. A back-office interface provides consolidated electronic remittance and settlement reporting to update your account receivable system.

eBill Service's proven capability is demonstrated by the more than 1,000 current entities using the platform. We provide electronic bill presentment and payment via all channels and methods. Our solution channels include real-time API, mobile, online web, point of sale, Text2Pay, Facebook Messenger, Amazon Alexa, Google Home, IVR and a call center. Funding sources include credit card, debit card and ACH. Slated future enhancements include Apple Pay and Google Pay integration.

Our eBill Service platform (and associated processes) has demonstrated full compliance with the Level 1 PCI Data Security Standards v3.1, as well as with the HIPAA standards. Both of these audits and reviews are undertaken by Data Security and are renewed annually. The platform is currently hosted in the Amazon Web Services (AWS) North East Data Centers One and Two. Both data centers are located within the continental United States.



You can offer convenient and familiar payment methods.

- ACH
- Credit and debit card (Visa, Mastercard, American Express and Discover)
- Coming soon: Real-Time Payments and Zelle

Your customers can choose how they communicate with you via a biller-hosted or eBill Service-hosted website. A mobile-optimized portal allows customers to:

- Enroll in text and email alerts, paperless billing and recurring payments.
- View current bills and access history online.
- Engage with an artificial intelligence chatbot 24/7 to answer questions.
- View payment history:
 - Funding sources.
 - Payment options.
- Set up payment frequency options:
 - Recurring (customer defines when to pay).
 - Auto-pay (pay on City-defined due date).
 - One-time pay.
 - Payment plan.

Manage your business with ease

- **Reduce costs and accelerate cash flow**—Providing multiple digital payment options for bill presentment and payment drives customer adoption, as well as reducing U.S. mail costs and mail float.
- **Increase payment rates**—Customer text and email alerts drive higher payment rates through timely payment reminders.

- **Streamline operations**—A rich administrative website empowers your staff to schedule and manage payments on behalf of customers, view payment history, answer general inquiries, and run and download comprehensive billing and payment reporting.
- **Choose peace-of-mind security**—Built-in security ensures data and privacy protection. Solution adheres to PCI DSS and ADA (online) compliance standards.

Zelle

U.S. Bank continues developing capabilities to help the City solve many of the challenges of transitioning from paper to electronic payments to consumers. By leveraging the Zelle network, you will be able to efficiently and securely send electronic funds without the added task of gathering payment account information.

Disbursements via Zelle will allow you to choose the speed of the payment, real-time or standard (two to three days), and fully supports onboarding of unenrolled consumers, saving you time and costs related to migrating to electronic payments. Further, the solution utilizes an alias to identify the recipient, in the form of a mobile number or email address, rather than sensitive banking information, so you do not have to gather and maintain this consumer data. Zelle reaches more than 64% of U.S. demand deposit accounts through the 480 financial institutions contracted to join the Zelle network.

Benefits of this solution include:

- Saving time by leveraging the Zelle recipient registration process.
- Lowering costs by reducing the manual processes, including escheatment, associated with checks.
- Eliminating the handling of sensitive banking information of consumer recipients.
- Faster payment availability than typically offered with checks.
- Ability to default to check payment if the recipient does not enroll to receive payment through the Zelle network.

Disbursements via Zelle is currently available through file transmission and our consolidated payables service.

We are both an equity owner of Early Warning Systems, the company managing the Zelle network, and a member bank in the network.

Real-Time Payments

Using Real-Time Payments, you can transfer funds directly between financial institutions to your trading partners. Unlike wire transfers and ACH payments, funds can move at any time and settle instantly. This provides significant value for organizations that can benefit from 24/7 payment processing.

A Real-Time Payment can be initiated via SinglePoint. Within SinglePoint you can send, receive and respond to RTP credits, requests for payment (RFP) and requests for information (RFI). You can also view the status of payments including remittance and payment acknowledgements and access multiple activity reports.

SinglePoint Check Payables

SinglePoint Check Payables enables you to outsource the check payables process by initiating checks online. It creates efficiencies by:

- Reducing the risk of fraud by eliminating the need to store check stock in house.
- Eliminating the need to acquire and maintain check printing and mailing equipment.

SinglePoint Check Payables is an ideal solution for those looking for a bridge from paper to electronic solutions. It adds a defined online workflow, approval tracking and off-site printing of check stock to your check-processing capabilities.



Cost effective process

Outsourcing check printing to U.S. Bank reduces the City's check stock and storage expenses. With check payables, your internal administrative paperwork, processing time and staff expenses are also reduced.

Fraud prevention measures

The same day that checks are issued, the check-issue information automatically updates U.S. Bank Positive Pay and, if applicable, the City's account reconciliation system. This reduces your exposure to check fraud.

Check stock security features

Artificial coin reactive watermark, microprinting, heat sensitive ink, void pantograph and security screen are some of the many security features built into the check stock U.S. Bank uses for the check payables. These design features give you another layer of risk and fraud protection.

Positive pay

Positive pay helps detect check fraud by electronically matching checks that are presented for payment to the checks the City issued. SinglePoint Positive Pay provides the tools to review exceptions, view images, make decisions, request adjustments and access history online. Positive pay is a required service for check payables clients.

Vantage Point

U.S. Bank Consolidated Receivables allow the City to obtain accounts receivable payment and remittance information, from two or more treasury management product sources, in a single data file for transmission to you. Electronic update of accounts receivable provides for faster cash application than traditional paper-based receivables methods, thereby resulting in better cash flow and the opportunity to eliminate float.

With consolidated receivables, you can choose the treasury management product sources to include in a single file from a combination of ACH, bill consolidator payments, eBill Service, scannable wholesale lockbox, wholesale lockbox and wire transfer.

Additionally, U.S. Bank Vantage Point Integrated Receivables allows you to consolidate wholesale lockbox, e-lockbox, ACH and wire transfer payments into a single custom formatted transmission.

VIII. PROPOSAL REQUIREMENTS

A. Proposals must include all required services as set forth in Section IV herein.

As shown by our responses to questions in **Section IV**, U.S. Bank can provide all the City's requested services.

B. Proposals must be submitted in the format provided in this RFP, including the use of appropriate exhibits.

U.S. Bank responded to the City's RFP in the format provided and included appropriate exhibits.

C. An individual having full authority to execute the proposal and to execute any resulting contract for services must sign each proposal, including Exhibit A.

As an officer of the bank, Roberta Miller is fully authorized to execute this proposal and any resulting contract agreements.

D. The following bank profile data is required in each proposal:

- The year 2019 financial statements or most recent 12-month ending period must be included. If the bank is owned by a holding company, submit financial statements for both the bank and the holding company.

The U.S. Bancorp 2019 Annual Report, which includes three years of audited financial statements, is available at
C:\Users\drkatzf\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\NMJF2YAU\usbank.com\annual-report\2019\index.html.

- Identification of the three largest owners of the bank.

U.S. Bank is owned by U.S. Bancorp 100%. For U.S. Bancorp, as of April 4, 2020, the only shareholders owning over 5% of our stock were BlackRock, Inc. (6.54%), Berkshire Hathaway Inc./Warren Buffett (10.02%) and The Vanguard Group (7.53%).

- Description of how the City would rank relative to other customers of the bank in relationship to size and complexity of service.

U.S. Bank Government Banking Division is comprised of three relationship manager groups that focus strictly on managing the needs of state and local governments. Relative to size and complexity, the City ranks falls within our small to midsize client base. Your assigned Government Banking Relationship Manager, Roberta Miller is very familiar with your needs and will meet or exceed your expectations.

- Provide an external credit evaluation report (Bankrate, Moody's, etc.).

U.S. Bancorp continues to deliver consistent, predictable, repeatable, industry-leading financial results. Our disciplined business operations at all levels give us confidence in the commitments and decisions we make, allowing us to do what's right for our shareholders, customers and communities. We have a proven track record of success, including debt ratings that are among the highest in the banking industry. We are focused on being the most trusted choice, creating the future now, driving one U.S. Bancorp and striving for simplicity to honor our commitment to strengthen financial futures together.

Current Debt Ratings

	Moody's	S&P	Fitch	DBRS
Ratings Outlook:	Negative	Stable	Negative	Negative

U.S. Bancorp

Long Term Issuer Rating	A1	A+	A+	AA
Short Term Issuer Rating	N/A	A-1	F1+	R-1 (middle)
Senior Unsecured Debt	A1	A+	A+	AA
Subordinated Debt	A1	A-	A	AA (low)
Junior Subordinated Debt	A2	N/A	N/A	N/A
Preferred Stock	A3	BBB	BBB+	A
Commercial Paper	P-1	N/A	F1+	N/A

U.S. Bank National Association

Long Term Issuer Rating	A1	AA-	AA-	AA (high)
Short Term Issuer Rating	P-1	A-1+	F1+	R-1 (high)
Long Term Deposits	Aa1	N/A	AA	AA (high)
Short Term Deposits	P-1	N/A	F1+	N/A
Senior Unsecured Debt	A1	AA-	AA-	AA (high)
Subordinated Debt	A1	A	N/A	AA
Commercial Paper	P-1	A-1+	F1+	N/A
Counterparty Risk Assessment	Aa2(cr)/P-1(cr)			
Counterparty Risk Rating	Aa3/P-1			
Baseline Credit Assessment	aa3			

Elavon Financial Services DAC

Long Term Issuer Rating	A1	AA-	AA-
Short Term Issuer Rating	P-1	A-1+	F1+
Long Term Deposits	Aa2	N/A	AA-
Short Term Deposits	P-1	N/A	F1+

- E. Each proposal shall include resumes of key management and staff members that would be assigned to the account.

Your relationship manager, Roberta Miller, is your primary contact for our partnership. Roberta works with your treasury management consultant, Corey Gregory, to support you and your overall relationship. Your relationship team advocates for you in the marketplace, working to understand how new and emerging technologies will create better functionality and provide you an economic advantage. Corey is committed to meeting with the City annually to review U.S. Bank's service delivery performance, offer new ideas to improve efficiencies and share new tools.

Roberta is responsible for ensuring your service and support needs are met by each U.S. Bank department involved with the City. Our approach provides the City with a team of experts who are knowledgeable and responsible for the management and service of all aspects of your partnership with U.S. Bank. As operational issues arise and need escalation, the Commercial Customer Service (CCS) banker escalates the issue to their team leader/site manager, who immediately engages all necessary operational and technical area teams and Roberta, if the issue at hand did not already start with her.



Detailed information on your relationship team can be found with Section IV. Required Banking Services/Designated Account Liaison.

- F. Each proposal shall include an organizational chart depicting the various departments, including contacts that would be involved in the City relationship.

Please refer to **Attachment 4, U.S. Bank City of Merriam Team Organization Chart.**

- G. Each proposal shall provide information regarding the proposing entity’s community involvement within the City of Merriam.

The City of Merriam will appreciate U.S. Bank’s ongoing effort to be a good neighbor, an involved civic citizen and a caring public partner through financial support and employee volunteerism. We remain actively engaged in developing, strengthening and energizing our communities, and we make significant investments, loans and cash grants that help develop communities. Our employees enhance that support as active, engaged volunteers. They provide the talent, expertise and passion that help meet the goals of nonprofit organizations, schools and civic groups where they volunteer.

To learn more about U.S. Bank’s Corporate Social Responsibility and community development efforts, visit usbank.com/community

Strong civic connections start with understanding the needs of our communities and deepening relationships in ways that move us all forward. As our neighborhoods face challenges, we endeavor to help address those challenges through employee leadership and volunteerism, financial support of our nonprofit partners, investments in and loans for transformational community projects, and sharing our knowledge through financial education.

Our employees form the base for our civic connections. U.S. Bank employs 1,996 people in the Kansas City Metro, across 69 branches, offices, and our Service Center. Our employees are inspired and engaged leaders in their communities and offer their time and talent daily. Our Development Network chapters, and Business Resource Groups empower employees to harness what they hear from their clients and community partners and help them mobilize our many resources to lead the way to success. In the Kansas City Metro, our employees donated over 12,000 volunteer hours to their communities from 2017-2019.

In Kansas City:¹



We are a strong community member in the Kansas City Metro market and will continue to be your partner.

- H. Each proposal shall include a list of names, addresses, phone numbers and e-mail addresses for five customers of similar size and complexity to the City’s requirements, including the name of a contact person.

U.S. Bank is pleased to provide the following references for your review.

City of Rossville
438 Main Street
Rossville, KS 66533-0337
Lisa Stum, City Clerk



785.584.6155

Lisa.stum@rossvillekansas.org

City of Pittsburg

201 W. 4th Street

Pittsburg, KS 66762

Larissa Bowman, Director of Finance

620.230.5693

Larissa.bowman@pittks.org

City of Roeland Park

4600 W. 51st Street

Roeland Park, KS 66205

Jennifer Jones-Lacy

913.722.2600

jjoneslacy@roelandpark.org

City of Nevada

110S. Ash Street

Nevada, MO 64772

Linda Breeden, Finance

417.448.5115

lbreeden@nevadamo.gov

Buchanan County

411 Jules, Suite 112

St. Joseph, MO 64501

Pamela Strodman

Chief Deputy Treasurer

816.271.1432

pstrodman@co.buchanan.mo.us

I. Each proposal shall address the method of compensation to include the following:

The City requires that a monthly account analysis be presented within ten days from cut-off date. The account analysis must show at a minimum the following information:

- Account number
- Period covered
- Average ledger balance
- Average collected balance
- Services rendered to include type of service and quantity
- Per unit charge for each service per the banking agreement
- Extended charges of each type of service provided
- Total monthly charges of all services provided

Account analysis statements are available online through SinglePoint by the seventh business day of the month (eighth business day by mail). The fees are due by the 10th business day of the month.

The banks making proposals should address the payment for services in their response, describing costs associated with the alternative payment methods. It is important to describe the earnings allowance on compensating balances and the earnings credit computation methodology. It is

expected that if the City elects to pay for services with balances, any surplus earnings above expenses would revert to the City annually.

Payment methods

The standard method of paying analysis service charges is directly debiting one of the analyzing accounts (designated by the City) on a monthly basis. The debit occurs on the 10th business day of the month following the month of service.

You may alternately elect an account analysis service charge invoice (which can be paid by check, wire or ACH). This invoicing option includes an additional \$25 monthly processing fee.

Compensating balance and earning credit

Compensating balance

We define compensating balance as the exact balance needed to completely offset your service charges with an earnings credit rate (ECR).

To determine how much in compensating balances are needed to offset \$1 in fees, we typically use a multiplier with the following formula:

$$\text{\$1} \div \text{ECR} \div (1 - \text{Reserve Rate}^*) \div \text{Actual Days in Month} \times \text{Actual Days in Year}$$

*Our reserve rate is 0%.

The calculation would be:

$$\text{\$1} \div 0.0023 \div 1 \div 31 \times 365 = \text{\$5,119.21}$$

For example, if the ECR is 0.23% in October 2019, it would take \$5,119.21 to offset every dollar of fees assessed. Assuming the monthly fees assessed are \$1,500, simply take the amount of fees charged that month times the multiplier to get the needed compensating balance:

$$\text{\$1,500} \times \text{\$5,119.21} = \text{\$7,678,815}$$

The following is an alternative formula for calculating the required compensating balance:

$$\text{Total Service Charges} \div \text{ECR} \div (1 - \text{Reserve Rate}^*) \div \text{Actual Days in Month} \times \text{Actual Days in Year}$$

*Our reserve rate is 0%.

Earnings credit

U.S. Bank uses a managed rate approach to determine earnings credit rates (ECRs), which can include market trends and other environmental factors. ECRs are applied to collected balances.

The earnings credit is calculated as follows:

$$\frac{\text{Collected Balance Available for Earnings Credit} \times \text{ECR} \times \text{Actual Days in the Month}}{365 \text{ or } 366^*}$$

*The actual number of days in the year is used.

Surplus earnings

Excess earnings credit is eliminated at the end of each billing cycle.

All charges shall be in conformity with those specified in the Banking Services Quotation Form Exhibit B, C, and D.

U.S. Bank agrees and will comply with this statement.

J. Each proposal shall include the statement and contract drafts required by Section XII of this RFP.

Please refer to the following:

- **Attachment 5, Master Services Agreement for Government Entities with Appendices A & B**
- **Attachment 6, U.S. Bank Services Terms and Conditions**
- **Attachment 7, Your Deposit Account Agreement**
- **Attachment 8, Security Agreement**
- **Attachment 9, Pledge and Custodial Agreement**

Additionally, we included **Attachment 10, City of Merriam 2020 Merriam Banking RFP, U.S. Bank Legal Review**, which contains our exceptions to the City's RFP.

**CITY OF MERRIAM BANKING SERVICES
PROFESSIONAL SERVICES AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 1st day of February , 2021, by and between the City of Merriam, Kansas, a municipal corporation (“City,”) and U.S. Bank National Association (“Consultant”), in accordance with KANSAS STATE Government Code.

WHEREAS, the City needs professional assistance to perform the services outlined in the Scope of Services described in Exhibit A; and

WHEREAS, the Consultant represents that it has sufficient experience and qualified personnel to perform the professional services herein described on behalf of the City; and

WHEREAS, The City has determined, based upon information provided by the Consultant, that Consultant is qualified to provide the professional services described herein.

WHEREAS, the City and Consultant desire to enter into this Agreement to set forth the specific terms and conditions of their relationship.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the parties agree as follows:

SECTION 1. Engagement. The City hereby engages Consultant as an independent contractor to perform the services described in this Agreement and Consultant accepts that engagement.

SECTION 2. Services.

- (a) **Scope of Services.** Consultant shall perform those services (“Contract Services”) described under Scope of Services in Exhibit A, which is attached to this Agreement and incorporated herein by reference. The City may also request additional services not anticipated at the time of this Agreement. At the City’s request, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of the additional work. No change in scope shall be effective nor additional compensation be paid, except on the basis of the provisions of a written supplemental agreement or an amendment signed by the Parties.
- (b) **Subcontracting Services.** Consultant may not, without first obtaining the City’s written consent, subcontract any of the Contract Services. Notwithstanding the City’s consent to any subcontracting, Consultant shall remain fully responsible for all obligations under this Agreement. **A subcontract does not include an agreement**

between Consultant and a vendor for goods or services in the ordinary course of business.

- (c) **Time of Performance.** The Consultant agrees to complete the Contract Services within the times listed in Exhibit A, Scope of Service. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. At the City's discretion, an extension of time may be granted to the Consultant for delays determined by the City as unavoidable. Consultant may request an extension of time stating the reasons for such a request. The term of this Agreement may be extended by mutual agreement of the parties beyond the time periods outlined in Exhibit A for the purpose of the Consultant providing any additional services, as outlined in Exhibit A, as may be requested by City and agreed to by Consultant. The Parties agree that time for performance of the Contract Services is of the essence and that the Consultant's failure to meet the contractual times for performance shall constitute a material breach of this Agreement.
- (d) **Qualified Personnel.** Consultant shall provide sufficient qualified personnel to perform the Contract Services. If directed by the City, the Consultant shall remove any person the Consultant employs in connection with the work.
- (e) **Performance.** In performing the Contract Services, Consultant agrees to take all steps necessary for the full and effective performance of those tasks.
- (f) **Assistance from City.** To assist Consultant in performing the Contract Services, the City will perform the duties outlined in Exhibit A, if any, in a timely manner so as not to unreasonably delay the Consultant's services.

SECTION 3. Compensation and Expenses. As set forth in Exhibit A, the City shall pay the Consultant for the Contract Services it performs as outlined in Section 2 of this Agreement.

SECTION 4. Termination of Agreement. The City may terminate this Agreement at any time for convenience or cause upon written notice to Consultant. If the City terminates the Agreement under this Section, the City shall pay the Consultant for Contract Services satisfactorily performed by Consultant before the termination, and for all associated expenses incurred by the Consultant before the termination. Under no circumstances will the Consultant be entitled to anticipatory profits or consequential damages. The provisions regarding indemnity and insurance shall survive the termination of this Agreement.

SECTION 5. Reports and Documents. If this section is not needed replace "reports and Documents" with "Reserved"

- (a) **Property and Possession.** All reports, studies, analyses, memoranda, and related data and material, as may be developed during the performance of the Contract Services, shall be submitted to and shall be the exclusive property of the City, which shall have the right to use the same for any purpose without further compensation to the

Consultant. Consultant may use its own proprietary software for the purposes of generating the data required by the Agreement. The parties agree that the City shall retain all rights to the data generated, but that the Consultant shall retain all rights to the proprietary software.

- (b) **Status of Documents upon Expiration or Termination.** If this Agreement expires or is terminated for any reason, all finished or unfinished documents prepared as part of the Contract Services shall immediately be transmitted to the City by Consultant, with the exception of the Consultant's proprietary software, as noted in Section 5(a). Consultant shall also immediately upon expiration or termination of this Agreement, return to the City all of the studies, maps, and other data furnished to the Consultant by the City under this Agreement. However, Consultant may retain an electronic copy of such records and data for archival purposes in compliance with its records retention schedule.
- (c) **Confidentiality.** Consultant shall not release to any person except City representatives and others authorized by City any reports or related materials prepared for the City pursuant to the Consultant's performance of the Contract Services. This Agreement, however, does not preclude Consultant from performing any service (whether or not similar in nature to a Contract Service) on behalf of other clients in the city or elsewhere. All reports and documents prepared, assembled, or compiled by Consultant pursuant to the terms of this Agreement are to be considered confidential and Consultant agrees that it will not, without prior written consent of the City, submit or make the same available to any individual, agency, public body, or organization other than the City, except as may otherwise herein be provided, subject to the provisions of the Kansas Open Records Act. Notwithstanding the foregoing, Consultant may disclose confidential information without consent: (i) to a bank regulatory agency or in connection with an examination of its records by bank examiners, (ii) at the express direction of any other authorized government agency, (iii) pursuant to a subpoena or other court order, or (iv) as may otherwise be required by law

SECTION 6. Compliance with Laws. Consultant shall comply with local, state, and federal rules, regulations, and laws pertaining to this Agreement that are applicable to Consultant at the time the Consultant conducts the Contract Services, regardless of whether such requirements are specifically referred to in this Agreement. Consultant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents against any claim or liability arising from or based on any violation of the same.

SECTION 7. Compliance with Equal Opportunity Laws, Regulations, and Rules.

- (a) **Discrimination Prohibited.** Consultant agrees to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in

Employment Act (K.S.A. 44-1111 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin or ancestry, or age.

- (b) **Solicitations.** In all solicitations or advertisements for employees, Consultant shall include the phrase “equal opportunity employer” or a similar phrase approved by the Kansas Human Rights Commission (Commission).
- (c) **Non-Compliance.** Consultant shall be deemed to have breached this Agreement and it may be cancelled, terminated, or suspended in whole or in part by the City, if the Consultant:
 - a) fails to comply with the reporting requirements of K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto; or
 - b) is found guilty of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission that has become final.
- (d) **Flow Through Requirements.** Consultant shall include the provisions of Section 7(a)-(c) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- (e) **Exempt Contractors.** The provisions of this Section 7(a)-(d) are recommended but not enforceable against Consultant if:
 - 1. Consultant employs fewer than four employees at all times during the term of this Agreement; or
 - 2. All of Consultant’s contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City pursuant to K.S.A. 44-1030(c).
- (f) **ADA Compliance.** Consultant agrees to comply with the American with Disabilities Act of 1990 (“ADA”), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.
- (g) **Code Compliance.** Consultant agrees to comply with Chapter 35, Article III of the Merriam Code, which prohibits discrimination in employment, housing, and public accommodations on the basis of an individual’s sexual orientation or gender identity.

Section 9. Indemnification. Without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Consultant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents, from all claims, damages, losses, liabilities, costs, and expenses, including attorneys’ fees, to the extent arising out of or resulting from the performance of Consultant’s services, provided that any such claim, damage, loss, liability, cost, or expense is caused in whole or in part by a negligent and/or malicious act, error, or omission of the Consultant, its subcontractors, anyone directly or indirectly employed or

retained by any of them, or anyone for whose acts any of them may be liable, whether or not arising before or after completion of Consultant's services. Consultant shall give the City immediate written notice of any claim, suit, or demand that may be subject to this provision. The foregoing indemnification obligation of Consultant is contingent upon the City promptly notifying the Consultant in writing of such claim, permitting the Consultant sole authority to control the defense or settlement of such claim, and providing the Consultant reasonable assistance in connection therewith

Section 10. No Third Party Beneficiaries. City and Consultant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

Section 11. Disputes. The City and Consultant agree that disputes relative to the Contract Services of this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists.

Section 12. Representations. The Consultant certifies that:

- (a) The price submitted and the costs comprising same are independently arrived at without collusion.
- (b) The Consultant has not knowingly influenced and promises that it will not knowingly influence a City employee or former City employee to breach any ethical standard.
- (c) The Consultant has not violated, is not violating, and promises that it will not violate the City's policy of prohibition against gratuities and kickbacks.
- (d) The Consultant represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (e) The Consultant is currently unaware of any conflict of interest with any party affected by this Agreement. Consultant agrees that if any conflict of interest should arise in the future, it will give notice to the City immediately.
- (f) Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement.
- (g) Consultant warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind the Consultant.

Section 13. Quality Assurance. Consultant warrants that all work and services performed under this Agreement, shall conform to or exceed the recognized professional standards prevalent in their field. Further, the Consultant warrants that all work and service performed under this Agreement shall be performed with the professional expertise, skills, and knowledge of state of the art procedures and techniques in all relevant subject matters. The Consultant accordingly shall be capable of performing the necessary consulting and other services required herein and possess the ready comprehension of the required subject matter and the expertise to provide these services.

Section 14. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Consultant without the prior written consent of the City, except for assignments arising under operation of law due to a merger or acquisition of Consultant. This Agreement is binding upon and fully enforceable against the successors and assigns of Consultant, whether consented to or not.

Section 15. Notices. Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if the notice is in writing and personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class Mail shall be deemed to be served 72 hours after the date the notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the City shall be made as follows:

City of Merriam, Kansas
9001 W. 62nd Street
Merriam, KS 66202
Attn: Donna Oliver, Finance Director

Section 16. Independent Contractor. In no event, while performing under this Agreement, shall Consultant be deemed to be acting as an employee of the City; rather, Consultant shall be deemed to be an independent contractor. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall defend, indemnify, and hold harmless the City from liability in connection therewith. Nothing expressed herein or implied herein shall be construed as creating between Consultant and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

Section 17. Compliance with Kansas Cash Basis Law. This Agreement must comply with the applicable provisions of the Kansas Cash-Basis Law, K.S.A. 10-1101 *et seq.*, as amended. The City

is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for the purposes set forth in this Agreement during the City's current budget year. Notwithstanding any other provision of this Agreement, in the event that the City does not budget and appropriate funds for any renewal term, for any reason in its sole discretion, the parties agree that they shall be relieved of all obligations under this Agreement without penalty. To the extent that the City does budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

Section 18. Legal Action. The parties agree that the sole and exclusive venue for any legal actions arising out of this Agreement shall be the District Court of Johnson County, Kansas or United States District Court for the District of Kansas.

Section 19. Governing Law. This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

Section 20. Phraseology. In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.

Section 21. Descriptive Headings and Capitalization. The descriptive headings of the provisions of this Agreement are formulated and used only for convenience and shall not be deemed to affect the meaning and construction of any such provision. Some terms are capitalized throughout the Agreement, but use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Section 22. Invalidity. If any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

Section 23. Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

Section 24. Merger. This Agreement and the documents incorporated by reference, along with Consultant's Master Services Agreement, Services Terms and Conditions, Your Deposit Account

Agreement, and banking authorizations (collectively, “the Banking Agreements”), constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations or warranties between the parties that are not expressly set forth herein or in the Banking Agreements. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.

Section 25. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement supersede all verbal statements of any and every official or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, this written Agreement.

Section 26. Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties.

Section 27. Survivorship. Notwithstanding the termination of this Agreement, Consultant’s obligations with respect to Insurance (Section 8) and Indemnification (Section 9), and any other terms and conditions that by their nature should survive termination, shall survive the termination of this Agreement.

Section 28. Incorporation of Exhibits and Conflicts. Exhibit XX (City’s Request for Proposal) and Exhibit XX (the Proposal) are incorporated herein by reference and are a part of this Agreement to the same extent as if fully set forth herein. If there is a conflict or inconsistency in the terms or provisions of this Agreement and the terms and provisions of any incorporated exhibit, the terms and provisions of this Agreement shall prevail. If there is any conflict or inconsistency in the terms or provisions of this Agreement or Exhibit XX (City’s Request for Proposal) with Exhibit XX (the Proposal), the terms of this Agreement and Exhibit XX shall prevail over Exhibit XX (the Proposal).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF MERRIAM, KANSAS

By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____



INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: JIM MACDONALD, PUBLIC WORKS DIRECTOR
SUBJECT: JANUARY UPDATE
DATE: January 11, 2021

HIGHLIGHTS

East Frontage Road- 67th to 75th

- Affinis Engineering is finishing up on the design for the project.

2021 Mill and Overlay Program

- Staff is working with Affinis to include the 2021 mill and overlay program to be included in the bid package.

2021 Sidewalk Maintenance/Repair Program

- Staff is identifying areas for the 2021 sidewalk maintenance/repair program, plans are to include these areas in the same bid package as the East Frontage Road project.



CIP

Capital Improvement Program

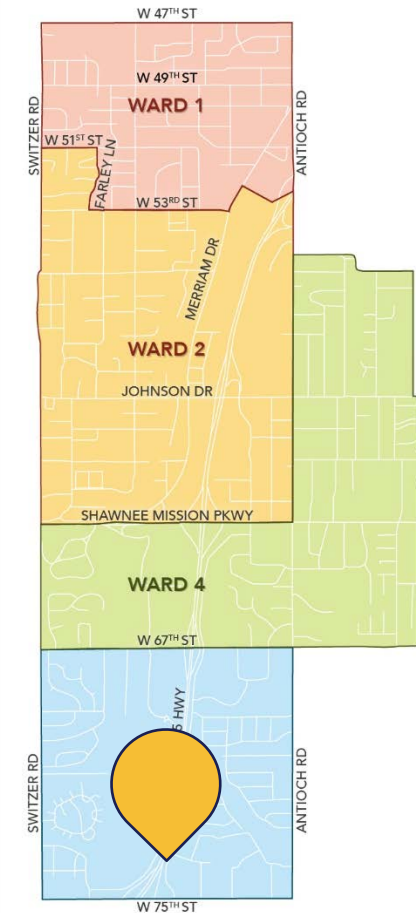


East Frontage Road – 67th to 75th

TIMELINE 2020-2021

UPDATES

- ▶ Affinis is finishing up on the design for this project.

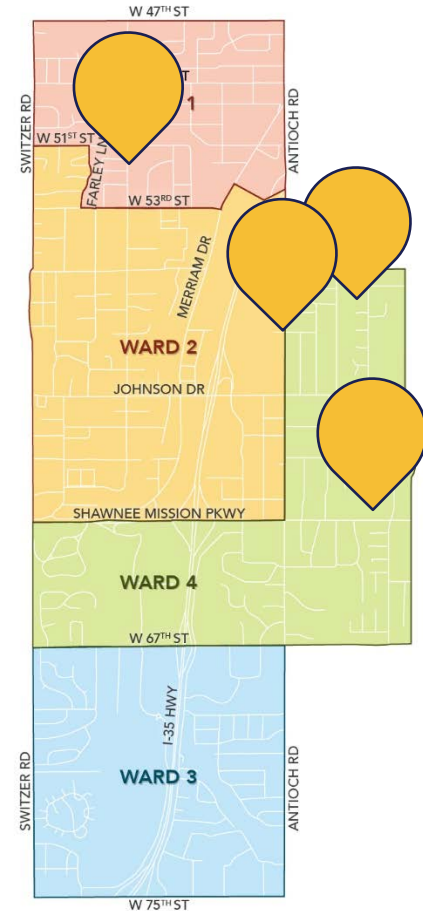


2021 Mill and Overlay Program

TIMELINE 2021

UPDATES

- ▶ Staff is working with Affinis to include the 2021 Mill and Overlay Program in the bid package.
- ▶ Streets currently scheduled to be part of this program include:
 - ▶ Goodman St. from north city limits to Johnson Drive.
 - ▶ 55th Ter. from Goodman St. to Lowell St.
 - ▶ 55th St. from Antioch Road to Hadley St.
 - ▶ 51st Ter. west of Knox, 51st Place west of Knox, and Perry Lane south of 51st St.
 - ▶ Craig St. from Shawnee Mission Parkway to 61st St.

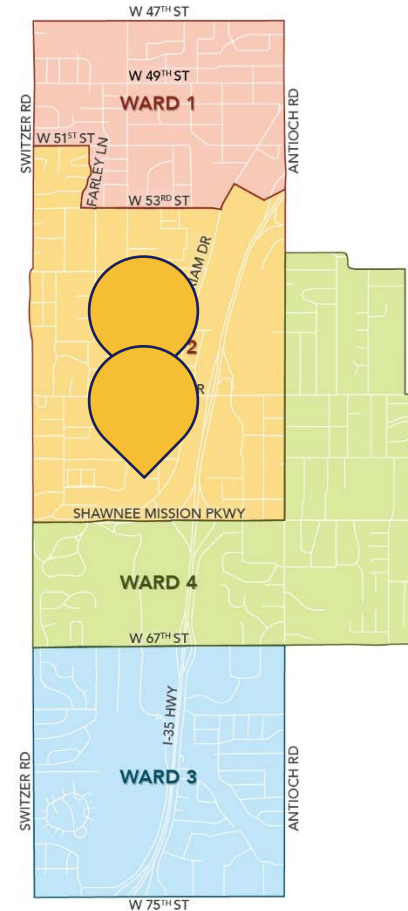


2021 Sidewalk Maintenance/Repair

TIMELINE 2021

UPDATES

- ▶ Staff is identifying areas for the 2021 Sidewalk Maintenance/Repair Program.
- ▶ Identified areas will be included in the East Frontage Road bid package. Sidewalks currently scheduled include:
 - ▶ 60th St. from Mastin St. to Campbell St.
 - ▶ 60th Ter. from Mastin St. to 60th St.
 - ▶ 61st St. from Mastin St. to Campbell Park.
 - ▶ Knox St. from Johnson Drive to 61st St.



Questions?

Staff Contact:

Jim MacDonald

913-322-5571

jmacdonald@merriam.org



CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

- 1. Move that the council approve Consent Agenda Items 1-2.**

MAYOR'S REPORT

- 1. No motion.**

COUNCIL ITEMS

- 1. Move that the council approve an addendum to the agreement between the City of Merriam and Overland Park for operation and maintenance of traffic signals**
- 1a. Move that the council approve a Memorandum of Understanding with Overland Park for video camera feed sharing.**
- 2. Move that the council approve a contract with U.S. Bank for banking services.**
- 3. No motion.**