

**COUNCIL MEETING PACKET**

**For**

**February 15, 2018**

**Monday**

**5:00 P.M.**

**Council Meeting**

**City of Oberlin, Kansas**

**Gateway 1 & 2**

**Oberlin, Kansas**

**AGENDA**  
**CITY COUNCIL MEETING**  
Gateway 1 & 2 – Oberlin, Kansas  
February 15, 2016  
5:00 PM

**Meeting Called to Order** – Mayor Ladd Wendelin

**ROLL CALL** of the Members of the City Council and determination of quorum.  
Oien\_\_\_\_ Marchello \_\_\_\_ Lohofener\_\_\_\_ Garner \_\_\_\_ Gawith \_\_\_\_

**PLEDGE OF ALLEGIANCE to the Flag**

**BOARD APPOINTMENTS**

- Appoint Matt Ostmeyer to replace Amy Haas on the EDC Board for a term of two years, ending in March of 2020.

**PUBLIC COMMENT**

- Oral Communications from the Audience

**CONSENT AGENDA:** Discussion and possible action by motion to approve the following items and or reports:

- Approval of minutes of previous meetings
- Appropriation Ordinance (Payment of Bills)  
Motion\_\_\_\_\_ Second\_\_\_\_\_

**OLD BUSINESS**

1. Library Dane G. Hansen Grant Application – Kem Bryan
2. UMB Credit Card Contract
3. Bids for Celtic Fire

**New Business**

1. CMB License approval for MMA O-Town Throw-Down Event
2. CMB License and Temporary Permit approval for Celtic Fire

**EXECUTIVE SESSION**

#1 Executive Session on matters deemed privileged in attorney-client relationship.

**REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES**

- Mayors Report
- Administrators Report
  - Fair Update
  - CVB Update
- Public Works Department
- Police Report
- Treasurers Report
- Other Reports

**ADJOURNMENT**

- Action – Motion to Adjourn  
Motion\_\_\_\_\_ Second\_\_\_\_\_

**REGULAR COUNCIL MEETING – February 1, 2018 - GATEWAY- 5:00 p.m.**

**CALL TO ORDER** – Mayor Ladd Wendelin called the meeting to order at 5:00 pm and the Pledge of Allegiance to the Flag was recited.

**Roll Call of the Members of the City Council** – Jim Marchello, Brandon Oien, Deb Lohofener, Jim Garner and Scott Gawith. Majority of the Body Present.

**Others Present:** City Attorney Steve Hirsch, City Administrator Halley Roberson, City Foreman David Sporn, Treasurer Steve Zodrow, Police Chief Brad Burmaster, Jeremy Tally, Cynthia Haynes with the Oberlin Herald, Troy Haas, Brice Meitl, Ruth Miesner, Marilyn Black, Garrett McDougal, Kem Bryan and City Clerk Sandy Rush.

**Approval of Minutes** – Marchello moved, second by Lohofener, to approve the minutes from the January 18, 2018 regular Council meeting. **Motion carried.**

**OLD BUSINESS**

**Credit Card Rebate** - Administrator Roberson presented UMB and US Bank credit card systems for comparison. She looked at several bank credit card rebate systems and found only these two that would work for the city. UMB would have a possible monthly fee of \$400, with an estimated rebate of 1.15% whereas US Bank required no fees but the city would have to pay all the bills with the card before council approval. The rebate for US Bank is determined by the amount spent based on the average transaction price. Oien voiced his concerns about the contract and would like to see it before voting on it. After a long discussion, Marchello moved, second by Gawith to approve, at her discretion, Administrator Roberson negotiating a contract with UMB. **Motion carried with four yes's and Oien opposing.** Roberson reassured the council she would present the contract to them before signing.

**Airport Terminal Bids** – Mayor Wendelin opened the one sealed bid on the KDOT airport terminal project and read aloud the bid. It was from Cole Stragey for \$12,732 for material and labor. The KDOT grant awarded was for \$8500 with the city to match 15%. Gawith moved, second by Marchello for Roberson to review the bid and to prioritize the list for later discussion. **Motion carried.**

**NEW BUSINESS**

**Dane G. Hansen Grant for the Library** – Kem Bryan, representing the Library, apologized and said they had missed the step of requesting approval from the council before applying for a Hansen Grant and had received \$23,000. The money is to help update the basement main room and kitchen for a youth center since they have had an unexpected influx of kids. Council agreed it was a great idea but would like to put it on the agenda for the next meeting so they could see what the library had applied for.

**EXECUTIVE SESSION**

**#1** Mayor called for a 15-minute Executive Session to discuss a charter ordinance pursuant to the Attorney/Client privilege, K.S.A. 75-4319(b) (2). To include mayor, administrator, city attorney and council starting at 5:45 p.m. Marchello moved, second Lohofener. **Motion carried.** Resumed at 6:00 p.m., with no action being taken.

**#2** Mayor called for a 15-minute Executive Session to discuss personnel matters, pursuant to the non-

elected personnel exception, K.S.A. 75-4319(b) (1). To include mayor, city attorney, council and city treasurer starting at 6:00 p.m. Marchello moved, second by Lohoefer. **Motion carried.** Resumed at 6:15 p.m. Marchello moved, second by Gawith to approve a 3% pay increase for City Administrator Halley Roberson. **Motion carried.**

## REPORTS

### Administrators Report – Roberson reported

- Next Council meeting is February 15, 2018.
- 5<sup>th</sup> graders have their Arbor Day art work hanging in the hall of the Gateway.
- Representatives with Kansas Department of Emergency Management (KDEM) had met with the Administrator, David Sporn and Steve Zodrow to go over the FEMA application for the storm pole damage claim totaling \$139,128.87. The official claim form was signed and will now go through the FEMA review process. Also discussed the Power Generation FEMA application for a total claim of \$233,444.33. FEMA has distributed the funds for the water well power generation and sewer lift station power claims of \$11,080.75 and \$1,824.00 respectively. The balance of the claim for Power Plant Operation of \$220,539.58 has been denied by FEMA citing that the City was not providing critical services. Administrator Roberson is working on appealing this decision and is working with the office of Senator Moran in this regard.
- Kansas Municipal Energy Association Held a Strategic Planning Workshop for surrounding towns to discuss ways to share, train and pool equipment.
- Plans on helping the High School with improvements for their track are going well.
- Update on ticket sales and requirements for the Gateway Events.
- Informed the council that several families south of town owned their own water main. The city allowed each house to tap past the city's 4" master meter. The bills are currently divided by percentages determined years ago. As homes were sold and second owners were not made aware of the situation, the billing process now needs updating.
- The county has asked if the city would like to add any equipment into their annual auction. Oien commented the threshold of approval of the actual value is \$5000.
- EDC has an open position that needs filled by the city council.

### Public Works Report

- City Foreman asked for approval to seek bids for a new backhoe for the water department. He would like to move the old backhoe to the cemetery and it would be used amongst other departments. Gawith moved, second by Marchello to approve Sporn seeking bids. **Motion carried.**

### Cemetery/Parks Report

- Jeremy Tally reported several people had responded to the dog park survey that was posted and so far he is seeing more positive than negative results.
- Tally also reported on the Tree Board and said in cooperation with the extension agency, Arbor Day would be celebrated May 3rd.

## ADJOURNMENT

At 6:45 pm Lohoefer moved, second by Gawith to adjourn. **Motion carried.**

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Sandy Rush, City Clerk

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Ladd Wendelin, Mayor

## Dane G. Hansen Project Budget Form

**Oberlin City Library**

**Youth Center**

**List project expenses (be specific)**

2 TV mounts @ 24.99	\$49.98		
2-40 inch HD Smart TVs @353.59	\$707.18		
8- ThinkCentre Lenovo Computers @ \$655.00	\$5,240.00		
8- Monitors @ \$110.00	\$880.00		
7-Wireless Adapters @23.83	\$166.81		
8-Mouse Pads @ \$3.86	\$30.88		
4-Curtain Rods @ 64.95	\$259.80		
8-Computer Desks @ \$59.99	\$479.92		
8-Computer Chairs @ 103.12	\$824.96		
8-Video Rocker Chairs @ \$42.66	\$341.28		
3 Caf� Table Chair Sets @ \$448.95 (shippings 311.80)	\$1,658.65		
1-White Board @ \$51.90	\$51.90		
2- Xbox Consoles @ \$299.00	\$598.00		
6- Xbox Controllers @ \$34.95	\$209.70		
1-Chair Dolly @ \$197.42	\$197.42		
12-Lego Sets @ an average \$16.41	\$196.97		
1- Clock @ \$22.99	\$22.99		
Carpet and installation	\$4,688.00		
1- Water Cooler	\$305.20		
Electrical and Plumbing	\$4,260.00		
1- Stove	\$489.41		
1-Microwave	\$216.91		
1- Kitchen sink	\$99.38		
5- Room Divider Curtains @ \$69.99	\$349.95		
1- Door Closer	\$179.99		
2- Desk Chairs @ \$54.98	\$109.96		
1- Game Consule Protection	\$39.98		
2- HDMI Cables @ \$12.99	\$25.98		
6-Steam Sets @ average \$31.05	\$186.33		
9-Xbox Games @ average \$21.09	\$189.77		
	<b>\$23,057.30</b>		
<b>Project Revenue</b>	<b>Secured</b>	<b>Applied-for</b>	<b>Earned</b>
<i>In-kind donations can be included- provide equitable dollar amount.</i>	<i>Budgeted funds, gifts received, etc</i>	<i>(Grants, Pending donations)</i>	<i>(Fees, ticket sales, etc)</i>
Dane G. Hansen Foundation Request	\$21,149.30		
Midwest Energy Grant (paint & supplies)	\$408.00		
Glassman Corp.	\$0.00	\$1,000.00	\$0.00
Decatur Coop	\$0.00	\$500.00	\$0.00
	\$0.00	\$0.00	\$0.00

	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$21,557.30</b>	<b>\$1,500.00</b>	<b>\$0.00</b>
<b>*Total Project Revenue</b>	<b>\$23,057.30</b>		
*Revenue and Expense totals should be the same.			

# Application

 \* Public Profile

Renovation of Oberlin City Library's downstairs kitchen and east room

Process: Requests of more than \$5,000

## Contact Info

### Applicant:

Ms. Ronda Schroer  
olibrary22@gmail.com  
785-475-2412  
104 E Oak  
Oberlin, KS 67749



### Organization:

Oberlin City Library  
48-6014612  
785-475-2412  
104 E Oak  
Oberlin, KS 67749

[Contact Email History](#)

  If your organization information does not appear correct, please contact the funder. Thank you.

 Application

 Application Packet

 Question List

  Fields with an asterisk (\*) are required.

## Organization Information

### Verification of tax-exempt status\*

Organization is:

Government entity

### Verification of status

**Please note: Applications from public charities (501(c)3 organizations) are required to attach verification of charitable status in order to be considered. A state sales tax exemption DOES NOT complete this requirement. Applications from churches and/or government entities are not required to attach a verification document.**

Upload a file [3 MiB allowed]

### Physical Address

If the physical address of your organization is different than the mailing address, please enter your

physical address below.

500 characters left of 500

Project Information

Project Name\*

Name of Project.

Youth Center

Amount requested\*

\$ 21,149.30

Primary objectives\*

The Foundation has six primary objectives. Which of these does your program or project best addresses:

Arts and Culture

County or Counties Served\*

Please check the primary county served by the program/project for which you are requesting funds.

- Cheyenne
- Cloud
- Decatur
- Ellis
- Ellsworth
- Gove
- Graham
- Jewell
- Lincoln
- Logan
- Mitchell
- Norton
- Osborne
- Ottawa
- Phillips
- Rawlins
- Republic
- Rooks
- Russell
- Saline
- Sheridan
- Sherman
- Smith
- Thomas
- Trego
- Wallace

Communities Served\*

Please list the primary community served by the program/project for which you are requesting funds.

The primary population and community will be every age of Decatur County. Also all citizens regardless of county, state, or region are invited to visit, utilize, and attend classes and events at the library.

✔ 789 characters left of 1,000

**Strategic Doing Project\***

Was this application generated through the Strategic Doing initiative?

- Yes  
 No

**Target Population\***

Please check one or more populations served by the program/project for which you are requesting funds.

- Early Childhood (0-4)  
 Youth (5-12)  
 Teen (13-20)  
 Adult  
 Seniors  
 All

**Project Description\***

Briefly describe the program/project for which you are requesting funds.

**Renovation**

of the downstairs kitchen and east room is intended to create a youth center for children ages 9-13. Also, it will allow the library and public clubs/organizations to hold classes, meetings, parties. The kitchen will be updated to code and will be accessible for cooking classes, demonstrations, and use by public groups.

✔ 1,662 characters left of 2,000

**Grant Request Description\***

If funded, how will you specifically use the Dane G. Hansen funds?

The

funds will be used to purchase items to create an after school youth center, update craft area for youth and adult craft classes, and make an atmosphere that is like a "third place" where patrons like to come. The electrical and plumbing will be updated to supply a functional kitchen and sufficient electrical capacity for computers and games. Tables and chairs will be purchased to create an area where kids can socialize and do homework.

✔ 546 characters left of 1,000

### Project Objectives\*

What do you hope to achieve and how will it benefit the people of Northwest Kansas?

In

three years the traffic in the Oberlin City Library has increased by 25% due to classes, book clubs, story hour, chess club, lego club, etc.

The library basement was last remodeled in the 1970s. The funded expansion would allow the library to function more efficiently in high traffic times, such as after school. A downstairs youth center space will be created and staffed by an existing part-time employee. Latch key kids will continue to have a safe place to visit after school. A more serene and orderly atmosphere will be recaptured on the main floor.

With the purchase of more computers, patrons will have more of an opportunity to gain access to them. A possibility of more and different classes can be offered to all ages. Addressing inadequate electrical plug-ins will allow a larger amount of students to attend craft classes and increase computer use. The community would have a free place for civic groups/clubs, 4-H clubs, and other groups to have meetings while not used as a youth center. Private parties would pay a reasonable fee.

Bringing the out-dated kitchen up to code would allow for a variety of groups to utilize the facility. Networking with the local Twin Creeks Extension office, the library will offer classes on personal finances and life skill classes, thus, creating a more informed and educated population. Currently, the library is working with Twin Creeks to develop more classes to give children and adults better cooking skills.

To summarize, the library hopes to be the educator that can give adults and kids more social, financial, and management skills. And, as always a safe place to find a good book to read, surf the computer, or attend a class.

✔ 3,270 characters left of 5,000

### Timetable for the Project\*

When is the project projected to begin and end? For ongoing projects, when will the Dane G. Hansen

funds be utilized?

March:

2018: Paint walls in kitchen and east room, by Northwest Kansas Library System staff and also our patrons.

April: Electrical update by professional electrician.

April: Installation of the kitchen sink, stove, and microwave by professional.

May: Carpet laid in 2/3 of the east room (1/3 of tiled room for craft area) by local carpet businessman.

June: Electronics, tables, curtains, chairs, games assembled and installed by Northwest Kansas Library System.

June: Staff and patrons will create a craft area in the east downstairs room. Existing shelves will be assembled by Northwest Kansas Library System.

June: Northwest Kansas Library System will hang a heavy duty curtain in front of craft supply shelves.

July: Staff will advertise the newly renovated space and availability of the rooms on the Oberlin City Library's Facebook page. Rules and fees will also be stated.

July 2018: Library will start offering classes, events, meetings downstairs.

✔ 28 characters left of 1,000

### Additional Support

Describe additional sources of support (if any) that have been secured or that will be pursued for this project.

Twin Creeks Extension has volunteered to teach financial and cooking classes.

Decatur Coop has pledged \$500 for the remodel and support of financial and life skill classes.

Northwest Kansas Library System will be assisting with painting, installing computers/software, and moving shelves.

Midwest Energy granted the project \$408 (for painting supplies and paint).

Glassman Corporation has pledged \$1,000 to be received in April for this project

Friends of the Library and community patrons have offered to assist in the project as well

✔ 462 characters left of 1,000

### Evaluation\*

How will you evaluate the success of the project/program? Be specific. (If funded, this will be helpful when completing the final grant report.)

A

record will be kept of children participating in the after school youth center. Community organizations and private parties will be tallied and tracked. An increase of classes downstairs will also be charted. Using the tallied information, the library will be able to track increase of use. Any increase in attendance and facility rental would indicate success.

✓ 2,127 characters left of 2,500

**Sustainability\***

How will the project/program be sustained in the future? (For capital projects, how will you maintain or operate the item or facility?)

An existing part-time employee will monitor and engage with the kids after school. The library does not foresee any additional heating or air conditioning costs. A budget is currently in place for all concerning building expenses. Northwest Kansas Library System is already contracted to do all electronic services, and assist in assembling items, painting, etc Class fees will pay for craft supplies.

Also, if needed there are memorials to defer unexpected costs. The library will continually be searching for a variety of activities and classes to offer in the future.

✓ 914 characters left of 1,500

## ✓ Supporting Documents

**Proposal Budget\***

Complete the budget form attached on the Grant Criteria page under document requirements and upload here.

Upload a file [3 MiB allowed]

**Balance Sheet\***

A detailed financial statement is required. Please do not attach your entire audit report. An example can be found on the Grant Criteria page, under document requirements.

Upload a file [5 MiB allowed]

Balance Report.pdf [22.4KiB]

**Income Statement\***

A detailed financial statement is required. Please do not attach your entire audit report. An example can be found on the Grant Criteria page, under document requirements.

Upload a file [3 MiB allowed]

Yearly Budget Report 2017.pdf [56.2KiB]

**Board of Directors\***

Please attach a list of your board members. (Name and title, no biographies.)

[2 MiB allowed]

Board Members Terms during Board Year 2017.docx [12.0KiB]

**Bid or Quote**

A copy of the bid or quote is required for a capital project or purchase.

[2 MiB allowed]

**Letter of Support 1**

A letter of support may be attached, but is not required.

[1 MiB allowed]

Alyssa Rippe Letter.pdf [65.5KiB]

**Letter of Support 2**

A second letter of support may be attached, but is not required.

[1 MiB allowed]

Recommendation from County.pdf [58.7KiB]

**Letter of Support 3**

A third letter of support may be attached, but is not required.

[1 MiB allowed]

GROW Support Letter.pdf [40.9KiB]

**Additional Documents**

If there are additional documents that are critical to the trustees' understanding of your proposal, upload them here.

[4 MiB allowed]

basement.JPG [1.2MiB]

✓ **Electronic Signature**

**Signature of Applicant\***

*By entering my full legal name here, I warrant the truthfulness of the information provided in this application.*

Ronda Schroer

**Title of Applicant\***

Director of Oberlin City Library

**Signature of Principal or College President (if required)**

*By entering my full legal name here, I warrant that I have read and support this application.*

Ronda Schroer

**Title of Principal or College President**

**Signature of CEO, Director, Mayor, etc.**

If this request is for a City, 501 (c)(3) Organization, Government Entity, etc., **the signature of the CEO, Director, Mayor, etc., is required.**

*By entering my full legal name here, I warrant that I have read and support this application.*

Ronda Schroer

**Title of CEO, Director, Mayor, etc.**

Director

Save Application

Submit Application



## **UMB COMMERCIAL CARD AGREEMENT**

THIS AGREEMENT, made and entered into as of February 12, 2018 (the "Effective Date"), by and between CITY OF OBERLIN KANSAS(the "CITY"), and UMB BANK, n.a. ("UMB").

WHEREAS, the STATE OF KANSAS ("STATE") issued its' Solicitation, Event ID:EVT00042506, for a statewide Purchasing Card and Business Travel Card Services (the "Card Program"); and

WHEREAS, following review and evaluation of the information received by the STATE in response to the RFP, the STATE has selected UMB to provide its Card Program in accordance with the RFP and UMB's response thereto by entering into Contract Number Event ID:EVT0004250 with UMB.

CITY, as an entity that is a political subdivision or quasi government entity in the State of Kansas, is entitled to and desires to enter into this separate agreement with UMB and to utilize the terms and conditions of the Card program described in Contract Number Event ID: EVT0004250 between the STATE and UMB, as a cooperative contract participant.

NOW THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties agree to each and every term and condition of this Agreement as set forth below:

### **ARTICLE I** **Engagement of UMB for Services**

As of the Effective Date of this Agreement CITY engages the services of UMB to design, develop and implement its Card Program, and UMB agrees to provide the CITY with those services in accordance with and subject to the terms and conditions of this Agreement, the RFP and UMB's response thereto. This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years. This Agreement may be renewed by mutual consent of the parties as set forth in Section 4.1 of the RFP.

In this Agreement, "Card" means individually and collectively, all UMB Commercial Cards and account numbers issued to or at the request of the CITY, and the associated accounts including all transactions presented on a "card-not-present" basis and the related account numbers (including, without limitation, "virtual" single use card account numbers). The transactions made using a Card constitute extensions of credit by UMB to CITY, except to the extent that a particular sub-category of Cards is designated by the State to be "individual liability" accounts, in which case the employees or agents of CITY, and not the CITY, will be liable for repayment of the Card accounts..

This Agreement; includes Attachments A through E, which are incorporated into this Agreement.

### **ARTICLE II** **Program Administrator**

In accordance with Section 4.4 of the RFP, the CITY will designate a Program Administrator who will act as the CITY's primary contact with UMB during the term of the Agreement. The Program Administrator will have the authority and responsibility as set forth herein and in Article XXVI of this Agreement. UMB is authorized to rely on written instructions it receives from any CITY Program Administrator(s) or Secondary Program Administrator named on Attachment B with regard to the following matters, without limitation: issuance of Cards to Cardholders, establishment of and changes to credit limits on Cards, notification of disputed transactions, notice of lost or stolen cards, termination of Cards, purchase restrictions, and changes to Cardholder billing addresses or telephone numbers.

The Program Administrator shall notify UMB of any additions or deletions of agencies that participate in the Card Program and any limitations or restrictions placed on the authority of each designated Program, contact, and the names of each individual administrator to whom Cards are to be issued/sent.

CITY may substitute, remove or designate additional Program Administrators by written notice to UMB signed by an authorized officer of CITY.

Notwithstanding any other provision of this Agreement to the contrary, if CITY enrolls to administer its Card Program using the Internet to access Card information, CITY agrees that the primary Program Administrator named on Attachment B has full authority to substitute, remove or designate additional Program Administrators, each of whom may have the full authority of a Program Administrator including authority to designate other Program Administrators, and that written notice signed by an authorized officer of CITY is required only to substitute the primary Program Administrator.

The primary Program Administrator may designate in writing one or more contacts for fraud or potential fraud related matters concerning CITY'S Card program ("Fraud Contact(s)"), and in the absence of such designation the primary Program Administrator shall be deemed to be CITY's sole Fraud Contact. CITY may, but is not required, to execute additional Attachment B's appointing separate Program Administrators for different agencies under this Agreement.

**ARTICLE III**  
**Description and Delivery of Services to be Provided**

UMB will make available the types of controls and features for CITY's Card Program which are normally accepted as the banking "industry standard" for Commercial Cards and which are specified in the RFP. Such controls and features may include, but are not limited to, the following:

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

**ARTICLE IV**  
**Permitted Uses of Card**

The Card may be used for Cardholders' CITY-related purchasing, travel and entertainment, general payables and fleet purchases, to the extent such functionality is requested by to the CITY in the RFP and offered by UMB in its response to the RFP. CITY agrees that the Cards shall be used for business purposes only. In no event shall the Cards be used for any transaction that is unlawful or illegal under any applicable law, including but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder.

**ARTICLE V**  
**Cardholder Accounts and Payments**

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

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

Except as otherwise provided in Article VI below (“Liability for Unauthorized Use”) CITY agrees to pay UMB, when due, the total of all purchases made with the Cards. CITY also promises to pay the total of all other fees and charges due on the Card, as stated in the RFP and Bank’s response thereto. CITY agrees that the total of all transactions charged to all Cards and account numbers issued hereunder outstanding at any time shall not exceed the CITY’S Master Line of Credit Limit, as set by UMB, at UMB’s sole discretion. UMB shall notify State of any change in CITY’S Master Line of Credit Limit. Except for “individual liability” accounts, CITY agrees that it is responsible for repaying outstanding balances under the Cards, including, but not limited to, those balances that exceed the dollar limit for a particular Card. . Termination or expiration of this Agreement does not terminate CITY’S obligation for all amounts owed pursuant to this Agreement.

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

**ARTICLE VI**  
**Liability for Unauthorized Use**

The CITY shall be liable for the use of the Program by authorized users, provided that transactions are within the specified parameters of the Card Program. The CITY shall not be responsible for unauthorized use of Cards, account numbers which are fraudulently used and Cards which are lost, stolen or otherwise compromised.

Lost or stolen cards shall be reported to the UMB Bank Card Center security department immediately by the Cardholders or the Program Administrator. Once notified, UMB will close the account, issue a new Card and account number within 48 hours, credit the fraudulent transactions within 48 hours, and deliver a new Card within 5 to 7 business days.

To the extent the CITY participates in the Visa Liability Waiver Program, CITY shall not be liable for unauthorized use for those transactions constituting “Waivable Charges” under the Program, a copy of which is included in this Agreement as Exhibit E.

**ARTICLE VII**  
**Agency or Department Cards**

In the event CITY requests UMB to issue Cards to CITY in an agency, department, group name or other such designation not bearing a name or signature of an authorized employee or individual, all such Cards shall be deemed as “Department Cards”. CITY hereby represents, acknowledges and agrees that: (i) such Department Cards will be used by more than one authorized employee or individual; (ii) physical Cards may or may not be issued in conjunction with such Department Cards; and (iii) issuance of Department Cards may increase the risk of fraudulent or unauthorized use. As such, CITY is responsible for all security and protection of the Department Cards and any and all CITY procedures concerning the use of such Department Cards by its Cardholders.

**ARTICLE VIII**  
**Visa Liability Waiver Program**

Subject to the applicable Visa® policy terms and conditions, CITY is eligible for coverage under Visa's® Liability Waiver Program, which provides coverage against authorized Cardholder misuse of the Card. CITY should consult the Visa® Liability Waiver Program information attached hereto as Attachment E for terms and conditions of coverage. CITY acknowledges that UMB is not responsible for providing any form of liability protection program on CITY's behalf other than as agreed to in this paragraph and in Attachment E, and that UMB makes no representations or warranties regarding any such program that may be offered by third parties. In the event of any conflict between this Agreement and the applicable Visa policy, the Visa policy governs and supersedes the description thereof in this Agreement or in Attachment E.

**ARTICLE IX**  
**Billing Disputes; Chargeback Requests**

CITY may dispute amounts reflected on a billing statement that CITY reasonably believes to be incorrect because (i) the amount shown on the billing statement does not reflect the actual face value of the transaction such as might be reflected on a merchant receipt or supplier's invoice, (ii) the transaction shown on the billing statement did not result from the use of a validly authorized and issued Card, (iii) the statement reflects fees not properly accrued under this Agreement, or (iv) the transaction is disputable with the honoring merchant under applicable Visa® rules, however, such dispute is subject to the procedures and liability provisions set forth in this section or other sections of the Agreement.

In the event of a dispute, CITY must notify UMB of its dispute within sixty (60) days from the transaction date of purchase. Each request to UMB must be in writing and contain the following information: (i) Cardholder or Department name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason for the dispute; and (v) a summary of the steps already taken with the merchant to resolve the matter. UMB shall investigate the disputed amount and determine whether the amount is properly payable by CITY. Until UMB completes its investigation and determines whether the amount is properly payable by CITY, the CITY shall not be liable for the amount of the disputed transaction.

CITY agrees that its failure to dispute a charge or other item within sixty (60) days from the transaction date of purchase shall constitute a waiver of any right the CITY may have to dispute the charge. In the event that transactions are posted to the accounts as a result of any circumstance under which the honoring merchant may be held liable under applicable Visa® rules, UMB shall attempt to charge the transaction back to the merchant in accordance with Visa® procedures. However, such attempted chargeback by UMB shall not relieve CITY of liability for the amount of the transaction even though the transaction may have been provisionally credited to the CITY's account.

**ARTICLE X**  
**Authorizations**

All transactions on CITY's Card are subject to prior approval by UMB ("Authorizations"). UMB reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and UMB may deny an Authorization if UMB suspects that the Card is being used without CITY'S permission. In the event the Authorization system is temporarily unavailable, an Authorization may be unable to be given even though the transaction would not exceed the dollar limit of an individual Card and the Card is in good standing. For security reasons, UMB cannot explain the details of how the authorization system works. UMB shall not be liable for failing to give any such Authorization. UMB may, but is not required to, authorize transactions that will cause the balance on the Card to exceed the dollar limit of an individual Card or the CITY'S Master Line of Credit Limit, and CITY agrees it is liable for any such transactions. In addition, UMB reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

**ARTICLE XI**  
**Default**

The occurrence of any of the following conditions or events shall constitute an “Event of Default” by CITY under this Agreement in which case UMB’s primary, but not sole, remedy shall be to suspend or terminate the Cards.

(1) a payment is not made when due or a payment to UMB is returned or reversed for any reason and such payment failure is not cured within thirty (30) Business Days of the payment due date;

(2) a material term of this Agreement is breached in any way, and such breach, if capable of a cure, is not cured within five (5) days following notice from UMB;

(3) a bankruptcy or comparable petition is filed by or against CITY , and if filed against CITY, is not dismissed within thirty (30) days of the date of filing;

(4) CITY becomes insolvent or generally fails to pay its debts when due;

(5) there shall occur any material adverse change in CITY’s business or financial condition that would reasonably be expected to impair the prospect of payment or performance of CITY’S obligations under this Agreement;

(6) CITY intentionally fails to submit required information UMB deems necessary in order to properly provide Services under the Agreement, and such failure is not cured within fifteen (15) days following notice from UMB;

(7) CITY’s cumulative account balance exceeds the Master Line of Credit Limit (excluding any excess transaction authorized by UMB pursuant to Article X “Authorizations” hereof), and such excess amount is not paid within three (3) Business Days of UMB’s written demand or on the next payment Due Date, whichever occurs first; or

(8) any financial statement or certificate furnished to UMB in connection with, or any representation or warranty made by CITY under this Agreement, shall prove to have been incorrect, false or misleading in any material respect when furnished or made.

**ARTICLE XII**  
**Term; Right to Terminate**

The initial term of this Agreement shall commence on the Effective Date and shall continue for three (3) years, unless sooner terminated as provided in this Agreement. At the conclusion of the initial term or any renewal term, the Agreement may be renewed by mutual consent in accordance with the RFP.

If STATE does not exercise its’ option to renew the Card program agreement described in Contract Number CS160236001 between the STATE and UMB, this agreement with CITY will automatically terminate on the final day of the last valid contract period.

CITY may, upon at least thirty (30) days prior written notice to UMB, and with or without cause, (i) terminate this Agreement, (ii) terminate one or more services provided for in this Agreement, or (iii) terminate one or more Cards; provided, however, that the foregoing shall not affect CITY’s ability to terminate the authority of a Cardholder as set forth below in this Article XII. In addition, UMB may terminate this Agreement or take any one or more of the actions referred to in the immediately preceding sentence upon the State’s failure to cure an Event of Default after the expiration of any cure period provided in Article XI, or if not cure period is set forth in Article XI, upon not less than thirty (30) days prior written notice.

If UMB or CITY terminates the Agreement, or upon the expiration of this Agreement, (i) all Cards shall automatically expire, (ii) CITY shall immediately, upon notice from UMB, destroy all Cards, (iii) CITY will continue to be responsible for full payment of the current balance on the Card and all purchases, fees and charges incurred before termination that post after termination, including, without limitation, recurring transactions that post after termination, and (iv) any unpaid balances on the Cards shall become immediately due and payable.

If UMB terminates one or more Cards but not the Agreement, CITY shall immediately, upon notice from UMB, destroy all such terminated Cards.

Upon termination of the Agreement, CITY acknowledges and agrees that the obligations of the CITY to repay amounts charged to previously issued Cards will remain in place for a period of sixty (60) days from the termination date or such longer period as necessary to ensure that all Card transactions processed prior to the date of termination may be billed and that any adjustments and disputes outstanding or that may be filed after the date of termination with respect to transactions occurring prior to termination are processed in accordance with the terms of this Agreement. CITY may, at any time, terminate the authority of any Cardholder to use the Card. Such termination by CITY shall become effective upon written or electronic notice via the Internet to UMB.

#### **ARTICLE XIII** **Liability of UMB**

UMB's liability hereunder shall be limited to CITY's actual money damages caused directly by UMB's breach of this Agreement (except to the extent such liability is further limited by the terms of this Agreement), and UMB shall not be liable for any other matters whatsoever, including, without limitation: (i) CITY or any Cardholder's use or misuse of a Card and the related account, (ii) the inability of CITY or a Cardholder to use the Card or the unavailability of Card reports or authorization as a result of circumstances beyond UMB's control (such as, without limitation, fire, flood, or the disruption of power, phone or computer service), or (iii) transmission errors, or other acts or omission, on the part of third parties (including, without limitation, third-party service providers in connection with transaction files sent to CITY or its designee). Notwithstanding the foregoing, in no event shall either party be liable for any indirect, incidental, special, consequential or punitive damages, even if such party has been advised of the possibility of any such damages.

#### **ARTICLE XIV** **Changes to Agreement; Other Changes**

In addition to, and not in lieu of, UMB's termination rights in Article XII above, UMB may unilaterally, in its sole discretion, change any of the terms of this Agreement or any Attachments hereto upon thirty (30) days prior written notice to CITY, in the event there is a change in a law or regulation that applies to the performance of an obligation under the Agreement.

#### **ARTICLE XV** **Foreign Currency Transactions and Foreign Currency Transaction Procedures**

If a Card is used to engage in a transaction in a currency other than U.S. dollars ("Foreign Currency Transaction"), that amount will be converted into U.S. dollars before posting to CITY's account.

If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, Visa® will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, Visa regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate, which may vary from the rate Visa® itself receives or (2) a government-mandated rate for the applicable currency as determined under Visa® regulations and procedures, as applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted on the Cardholder's account.

**ARTICLE XVI**  
**Point of Sale Currency Conversion**

Some merchants outside of the United States offer Cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction (“Point of Sale Currency Conversion”). If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant.

**ARTICLE XVII**  
**Verification of Identity**

CITY acknowledges that UMB may be required by applicable law, including Executive Order 13224 (or successor orders/legislation), to screen the names of individual Cardholders against the Specially Designated Nationals and Blocked Persons list published by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or otherwise verify such person’s identity. CITY agrees to cooperate with UMB in this regard and to provide to UMB personally identifiable information about any Cardholder, upon UMB’s request. In the event that CITY does not comply with the terms of this Article, UMB will have the right, in its sole and absolute discretion, to terminate immediately any Card issued in the name of such individual(s), and CITY shall not permit such individual(s) to use any other Cards issued pursuant to this Agreement.

**ARTICLE XVIII**  
**Scope of Services**

UMB shall perform all duties and responsibilities necessary to provide the CITY with a high level of quality of services and under the requirements of this Agreement. The Scope of Services is set forth in the RFP and UMB’s response thereto.

**ARTICLE XIX**  
**Compensation and Expenses**

As disclosed in UMB’s Confidential Response to Event ID: EVT0004250– State of Kansas Cooperative Rebate Table 2016B.

**ARTICLE XX**  
**Confidential and Proprietary Information**

CITY and UMB acknowledge and agree that, in connection with this Agreement, it may be necessary and/or desirable to exchange Confidential Information (as defined below). For the purposes hereof, “**Confidential Information**” means all non-public, confidential or proprietary information of a party that is disclosed by such party (including any of its **Representatives** (as defined below)) (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) under or in connection with this Agreement, and includes, without limitation, financial, technical, or business information relating to the Disclosing Party, including trade secrets, marketing or business plans, strategies, forecasts, budgets, projections and pricing, customer and supplier information. Notwithstanding the above, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives (as defined below) in violation of this Article XXIV; (ii) is already known by the Receiving Party at the time of its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party from a source not known to the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the use of Confidential Information.

The Receiving Party will: (i) keep Confidential Information confidential and not disclose it to any other person or entity; except disclosures (A) to federal and state bank examiners, and other regulatory officials having jurisdiction over the Receiving Party, as applicable, (B) to the Receiving Party's Representatives (as defined below), (C) in the case of UMB, to i) Visa®, and ii) third party payment industry service providers with whom UMB has a business relationship and has entered into a non-disclosure agreement covering such Confidential Information, (D) required by applicable law or legal process in the opinion of the Receiving Party's counsel, or (E) otherwise authorized in writing by the Disclosing Party; and (ii) use Confidential Information only in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof).

For purposes hereof, "Representatives" means a party's or any of its affiliates' officers, employees, agents, legal counsel, auditors or other professional advisors who need to know Confidential Information in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). The Receiving Party will be responsible for any failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. In the event that the Receiving Party is, in the opinion of its counsel, required by applicable law or legal process to disclose any Confidential Information under clause (i)(D) in the paragraph immediately above, then the Receiving Party, unless prohibited by law, will provide notice of such disclosure to the Disclosing Party so that the Disclosing Party, at its sole option (but without an obligation to do so) and at its sole expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Article XX. For avoidance of doubt and notwithstanding anything to the contrary in this Agreement, if and as requested, CITY shall comply with the provisions of the Kansas Open Records Act and the provisions of this Article XX shall not apply to any disclosure made under, or in accordance with, the Missouri Open Records (Sunshine) law. CITY shall provide notice to UMB of any disclosure that CITY believes it is required to make under the Missouri Open Records law, to allow UMB, at UMB's discretion and expense, to contest such disclosure.

Following any termination of this Agreement, upon the Disclosing Party's request, the Receiving Party will destroy all copies of the Disclosing Party's Confidential Information then in the possession of the Receiving Party; provided, however, that the Receiving Party may retain such copies as are required by applicable law or in accordance with its customary document retention practices and procedures (any Confidential Information so retained will be held by the Receiving Party subject to this Agreement).

If there is a breach of this Article by either party, the other party will have the right to seek any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information hereunder are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

#### **ARTICLE XXI** **Assignment**

Upon sixty (60) day notice to CITY, UMB may assign, transfer, convey, or otherwise dispose of this Agreement or any of its rights and obligations hereunder only with the prior written consent of the CITY. But in no event shall any assignment, transfer, conveyance or disposition relieve UMB from liability for performance of its obligations under the terms of this Agreement.

If UMB decides to have certain Card Program services provided by one or more subcontractors, those subcontractors shall at all times remain under the direction and control of UMB and not the CITY. UMB will remain fully liable to the CITY for the proper discharge of all the services required in this Agreement regardless of who performs them.

CITY may not assign this Agreement or any of its rights, interest or obligations hereunder (by operation of law or otherwise).

**ARTICLE XXII**  
**Independent Contractor**

Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between UMB and CITY.

**ARTICLE XXIII**  
**Agreement Status**

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

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

**ARTICLE XXIV**  
**Amendment**

This Agreement may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the parties. Should UMB be requested to provide additional services for the CITY relative to and in connection with the purpose and requirements of this Agreement, UMB shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates mutually agreed to in writing by the CITY and UMB.

**ARTICLE XXV**  
**Waiver of Breach**

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



**ARTICLE XXX**  
**Entire Agreement**

This Agreement, the RFP and UMB's Bid, and the Attachments to this Agreement, represent the entire agreement between the CITY and UMB with respect to the provision of services required of UMB for the CITY under this Agreement, and supersede all prior agreements, negotiations, representations, understandings or promises, whether oral or written between the parties pertaining to or in connection with this Agreement. To the extent of a conflict between this Agreement and the RFP or the Bank's bid, this Agreement shall control.

**ARTICLE XXXI**  
**Force Majeure**

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

**ARTICLE XXXII**  
**Representations and Warranties.**

The CITY and UMB each represents and warrants to the other that:

- (a) It is organized and existing in good standing under the laws of the state in which it is organized (except that this subsection (a) shall not apply to the CITY);
- (b) It has all necessary power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (c) The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement have been authorized by all necessary organizational actions on its part; and
- (d) It has no legal, contractual, or other material obligations that conflict in any material respect with, or are inconsistent in any material respect with, the performance of its obligations under this Agreement.

CITY's Additional Warranties:

CITY warrants that CITY'S designation of a Program Administrator(s) and each additional Program Administrator and Secondary Program Administrator designed for the State and each Agency has been authorized by all necessary organization actions on CITY'S part.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the Effective Date.

**UMB BANK, n.a.**

**CITY OF OBERLIN KANSAS**

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

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

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**UMB COMMERCIAL CARD AGREEMENT  
ATTACHMENT A  
PROGRAM INFORMATION (IF APPLICABLE)**

CLIENT NAME CITY OF OBERLIN,

TAX ID \_\_\_\_\_

ADDRESS \_\_\_\_\_

DOLLAR LIMIT PER ACCOUNT \_\_\_\_\_

ACCOUNT(S)

Billing Settlement Account:

For purchases and transactions on the Card, Cash Advance Fees

Bank Name \_\_\_\_\_

Demand Deposit Account Number \_\_\_\_\_

Routing Number \_\_\_\_\_

Billing Statement Cycle\* (e.g. Monthly)

\*Applies to purchases and transactions on the Card, Cash Advance Fees. Other fees hereunder will be billed separately on a monthly basis.

Fee/Analysis Account:

For other fees under this Agreement, as amended and supplemented from time to time (including other fees specified in UMB's Confidential Response - State of Contract Number ID:EVT0004250 Cooperative Rebate Table 2016B\*\*

Bank Name \_\_\_\_\_

Demand Deposit Account Number \_\_\_\_\_

Routing Number \_\_\_\_\_

\*\* If no account specified, same as Billing Settlement Account

**UMB COMMERCIAL CARD AGREEMENT  
ATTACHMENT B  
PROGRAM ADMINISTRATOR(S)  
(WHICH MAY CHANGE FROM TIME TO TIME, SUBJECT TO UMB'S ACCEPTANCE)**

Please provide the following information about each Program Administrator:

Program Administrator (*Primary*)  
*Main point of contact for day to day business*

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email Address)

Program Administrator (*Secondary*)  
*Main point of contact for day to day business*

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email Address)

**UMB COMMERCIAL CARD AGREEMENT  
ATTACHMENT C  
FEE SCHEDULE**

As disclosed in UMB's Confidential Response – State of Kansas Contract Number ID:EVT0004250  
Cooperative Rebate Table 2016B

1) Cost - Pricing Pages-

LINE	SERVICE	PRICE	COMMENTS
1	IMPLEMENTATION & TESTING	\$0.00	Waived
2	TRAINING & DOCUMENTATION	\$0.00	Waived
3	ONE TIME FEES / SETUP FEES	\$0.00	Waived
4	ON-GOING FEES /ANNUAL FEES	\$0.00	Waived
5	CUSTOMER SERVICE - INTERNET	\$0.00	Waived
6	CUSTOMER SERVICE - PHONE	\$0.00	Waived
7	CUSTOMER SERVICE - LIVE REP.	\$0.00	Waived
8	INITIAL CARD ISSUANCE	\$0.00	Waived
9	REPLACEMENT CARD FEES	\$0.00	Waived
10	GHOST CARD ISSUANCE / PURCHASES	\$0.00	Waived
11	CUSTOM CARD DESIGN-Face	\$0.00	Waived
12	EMV CHIP ENABLED CARD	\$0.00	Waived
13	OPTIONAL ONLINE RECONCILIATION	\$0.00	Waived
14	CHOICE OF VERSATILE TECHNOLOGIES	\$0.00	Waived
15	MONTHLY ACCOUNT MAINTENANCE	\$0.00	Waived
16	CASH ADVANCE FEES	\$0.00	Waived
17	LATE PAYMENT FEES	\$0.00	Waived
18	E-MAIL ALERTS	\$0.00	Waived
19	MOBILE ALERTS – PER ALERT	\$0.00	Waived
20	MOBILE RECONCILIATION	\$0.00	Waived
1A	ELECTRONIC BILL PAY (SINGLE FILE)	\$0.00	Waived
2A	VENDOR PAYMENT MATCH	\$0.00	Waived
3A	ELECTRONIC PAYMENT CAMPAIGN	\$0.00	Waived
4B	VISA INTEGRAL LINK COMPLIANCE AUDITOR	\$400.00	Monthly

Frequency of billing preference	<b>Monthly</b>
Payment preference	<b>Electronic ACH or Check</b>
Reporting requirements and/or types of reports needed to manage program	<b>Reports are included at no additional cost</b>
Expense reporting integration and automated expense reporting tools	<b>Optional expense reporting integration is included at no additional cost</b>
Capability to attach scanned receipts with a statement or other types of reports	<b>Waived</b>

**b. Other Fee Schedule**

Training Fee :	\$ <u>0.00</u> Waived
Late Payment Fee	\$ <u>0.00</u> Waived
Account Late Payment Fee	\$ <u>0.00</u> Waived
Account Annual Fee	\$ <u>0.00</u> Waived
Emergency Card Replacement Fee	\$ <u>0.00</u> Waived
Licensing Fee	\$ <u>0.00</u> Waived
Technology Fee for web solutions	\$ <u>0.00</u> Waived
Implementation and Conversion Fee	\$ <u>0.00</u> Waived
Custom EMV chip card design	\$ <u>0.00</u> Waived
Interface and Report Development Fee	\$ <u>0.00*</u> Waived
<b><u>*subject to mutual agreement and reasonable requirements</u></b>	
Cash Advance Fee per Transaction	\$ <u>0.00</u> Waived
Other Fees (specify)	\$ <u>0.00</u> Waived

**UMB COMMERCIAL CARD AGREEMENT  
ATTACHMENT D  
REVENUE SHARE CALCULATION**

**REVENUE SHARE SCHEDULE:**

Rebates shall be paid annually on the prior year purchases to CITY as disclosed in UMB's Confidential Response – State of Kansas Contract Number CS160236001. Additional rebate levels may be offered as volume levels increase.

**NARRATIVE – Cost and Rebate Terms and Conditions**

- UMB Bank is offering a rebate to each State of Kansas Cooperative Participant for standard qualified sales volume (sales, less refunds), payable on an annual basis without reserves or minimum volume guarantees for prompt payments at the rates listed in the tables provided.
- Rebates shall be paid on the assumption that all payments are in full and are timely as required. Payment of balances in full is due within 30 days of each billing date. The payment of a rebate to each of the respective cooperative contract participants may be affected by late payments.
- This rebate is effective immediately at the beginning of this program contract implementation without minimums or qualifiers.
- The rebate to be paid to the Cooperative Participants shall be based on the individual volume of each respective Cooperative Participant on the contract for purposes of determining the applicable rebate rate from the State of Kansas Cooperative Rebate Table 2016B.
- Rebates in the proposed Rebate Tables shall be guaranteed unless substantial changes are imposed in the Federal Reserve Bank Discount Rate or in applicable bankcard interchange reimbursement rates set by Visa, or with respect to transactions involving merchants that participate in a Visa Partner Pricing Program or similar incentive program that reduces interchange for a merchant or transaction below 2.00%. Under those conditions, UMB reserves the right to modify the rebate table. While such change is difficult to predict, if it occurred it would equally affect all issuers and would be outside of the control of the Issuer Banks and may result in a reduction in rebate.
- Rebates on transactions qualifying as large dollar interchange transactions will be reduced to .60% for volume of qualifying large dollar transactions only.
- Rebates on transactions qualifying as Visa Partner Pricing interchange transactions will be reduced to .30% for volume of qualifying Visa Partner Pricing transactions only.
- Additional rebate levels may be offered as volume levels increase.
- Cooperative Participants that are political subdivisions or quasi government entities may purchase cooperatively on the terms in this contract by a separate agreement with UMB Bank. Each Cooperative Participant participating on the terms of this agreement through a separate agreement will be eligible to receive a rebate at the rates established for qualified annual sales volume for the program participant at the appropriate rebate level based on the State of Kansas Cooperative Rebate Table 2016B

**Late Fees and Other Charges.**

- Interest and late payment fees will not be added to accounts unless repeated and unresolved violations of the thirty (30) day pay in full requirement occur.
- Rebates may be forfeited for Cooperative Participants in the program for repetitive and excessive 60 day late payments.

## State of Kansas Cooperative Rebate Table 2016B

Kansas Cooperative Participants -Political Subdivisions			
Volume		Rebate Level	
\$0	to	\$499,999	<b>0.85%</b>
\$500,000	to	\$749,999	<b>0.90%</b>
\$750,000	to	\$999,999	<b>1.10%</b>
\$1,000,000	to	\$2,999,999	<b>1.12%</b>
\$3,000,000	to	\$5,999,999	<b>1.15%</b>
\$6,000,000	to	\$9,999,999	<b>1.18%</b>
\$10,000,000	to	\$14,999,999	<b>1.20%</b>
\$15,000,000	and above		<b>1.25%</b>

### State of Kansas – Large Ticket and Visa Partner Pricing Rebates\*

<u>Large Ticket Interchange</u>	All Volume levels	<b>0.60%</b>
<u>Visa Partner Pricing</u>		<b>0.30%</b>
*For State agencies, Universities and Cooperative Participants		

**UMB COMMERCIAL CARD AGREEMENT  
ATTACHMENT E  
VISA LIABILITY WAIVER PROGRAM**

The Visa® Liability Waiver Program is one of the most valuable core benefits of the UMB Visa Purchasing Card—offering the security and coverage you need to do business with complete confidence. This program protects you against eligible losses that might be incurred through card misuse by a terminated employee. While cardholder misuse is rare, Visa has recognized that it does occur. That is why Visa continues to offer this program, which waives certain eligible charges when an employee misuses Visa Purchasing Card privileges.

Visa Liability Waiver Program Benefits include:

- Automatic enrollment
- No deductible and no extra cost
- Coverage up to \$100,000 per cardholder
- Coverage for cash advances, officers and ghost accounts
- Simplified claim procedures

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

The CITY has established a Visa Purchasing Card account (“Account”) with UMB and may request that UMB waive the CITY’s liability for certain charges in accordance with the Visa Purchasing Card Liability Waiver Program (“Program”). Visa has arranged insurance coverage to provide payment to UMB for covered losses and will administer the Program.

UMB may waive the CITY’s liability for waivable charges up to \$100,000 per loss event for an Eligible Cardholder and will be reimbursed by the Program Underwriter (“Program Underwriter”) provided both UMB and the CITY have satisfied all Program obligations.

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

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

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

1. do not benefit the CITY directly or indirectly; or in cases where UMB bills the Cardholder, does not benefit the CITY directly or indirectly, and the CITY has reimbursed the Cardholder but the Cardholder has not paid UMB; and
2. (i) are Billed within seventy-five (75) days preceding Notification of Termination, or  
(ii) are incurred but Unbilled as of Notification of Termination, or  
(iii) are incurred up to fourteen (14) days after Notification of Termination; provided, however, that UMB has received a request to cancel the Cardholder Account within two (2) business days of Notification of Termination. There will be no coverage after Notification of Termination, as defined, unless notice to cancel the Cardholder Account is received by UMB within two (2) business days; and
3. are the responsibility of the CITY and/or Cardholder for payment to UMB.

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

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

1. Charges made by persons who are not employees of the CITY. Note that in cases where the CITY is fully liable for payment for all charges to UMB, contractors of the CITY will be considered to be eligible cardholders.
2. Interest or fees imposed by UMB on outstanding unpaid charges.
3. In cases where UMB invoices the Cardholder, any amount on a check submitted by a Cardholder which is not paid by the Cardholder's drawee financial institution as not sufficient funds or due to a closed account, if the Cardholder has, within the last (12) twelve months, submitted any other check to UMB which was not paid in full by the Cardholder's drawee financial institution as not sufficient funds or due to a closed account.
4. Charges incurred to purchase goods or services for the CITY or for the persons other than the Cardholder pursuant to the instructions of the CITY, in accordance with CITY policy, if those goods or services are of the type which are regularly purchased by or for the CITY. However, these charges would be Waivable in cases where UMB bills the Cardholder, and the CITY has reimbursed the Cardholder, but the Cardholder has not paid UMB.
5. Charges incurred by the Cardholder after Notification of Termination unless UMB receives a request from the CITY to cancel the Account within two (2) business days of Notification of Termination. If cancellation of the Account is received by UMB within two (2) business days, then coverage will be afforded fourteen (14) days from Notification of Termination, but not beyond.
6. Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or billed earlier than seventy-five (75) days prior to Notification of Termination.
7. Charges resulting from either a lost or stolen Visa Purchasing Card or Bankruptcy / insolvency of the CITY.
8. Cash advances, after Notification of Termination, shall be limited to \$300 per day, or a maximum of \$1,000 whichever is less.

9. Charges incurred by a Cardholder after discovery by the \_\_\_\_\_ of any fraudulent or dishonest act on the part of the Cardholder.

**What are the CITY's obligations?**

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

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

**When are the Charges waived?**

1. Upon receipt of the Visa Affidavit of Waiver claim form and verification that the Charges are Waivable, UMB will waive the CITY's liability for those charges.
2. UMB will then complete the appropriate sections of the Visa Affidavit of Waiver claim form and submit it with all required documentation to the Program Underwriter.
3. If necessary, Visa and/or its Program Underwriter may request further documentation regarding proof concerning the Charges in question.
4. Upon receipt of adequate documentation from UMB, the Program Underwriter will reimburse UMB for all Waivable Charges up to a maximum of \$100,000 for each Cardholder.
5. The Program Underwriter will remit payment to UMB within thirty (30) days of the receipt of all completed documentation.

6. Any monies UMB may receive at any time from the Cardholder or any other source in respect of Waivable Charges will be used by UMB to reduce the Waivable Charges and/or the amount of any claim UMB files with the Program Underwriter.

**Other Insurance**

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

Kent Audio Visual  
 1131 E 1st St  
 Wichita, KS 67214  
 Ph: (316)-262-4487  
 mattb@kentav.com



JOB QUOTE  
 www.kentav.com

<b>Invoice to:</b>		<b>Job # 474579</b>
City of Oberlin , ,	The Gateway 1 Morgan Dr Oberlin KS 67749	Order Status: Tentative Order Date: 01/25/2018 Sales Person: Matt Butler Email: mattb@kentav.com
Contact: Halley Roberson	Job Site: The Gateway Room:	The Gateway 1 Morgan Dr 67749 PO:
Phone: (785) 475-2217	Contact:	
Fax:	Phone:	
Email: hroberson@oberlinkansas.gov		
Delivery Date & Time 3/16/2018,	Set By Date & Time ,	Event Date & Time ,
Strike Date & Time ,	Return Date & Time 3/17/2018,	Job Modified Date Feb 5 2018 1:48PM

**SHW City of Oberlin - Celtic Fire**

Quantity	Description	Days	Price	Extended	Discount	Total
<b>Rentals</b>						
1	Audio System 6x L-Acoustics KARA on Eventer25 lifts ea side 2x L-Acoustics SB28 ea side 4x L-Acoustics 8XT front fill 8x L-Acoustics 12XT wedges FOH Console - Yamaha CL5 MON Console - Yamaha CL5 UHFR 6pack - TAP MICS - HH	1	\$4,800.00	\$4,800.00	\$0.00	\$4,800.00
<b>Total Rentals:</b>				<b>\$4,800.00</b>	<b>\$0.00</b>	<b>\$4,800.00</b>
<b>Total Audio:</b>				<b>\$4,800.00</b>	<b>\$0.00</b>	<b>\$4,800.00</b>

<b>Backline</b>						
Quantity	Description	Days	Price	Extended	Discount	Total
<b>Rentals</b>						
1	Backline Drum Set Drum Plexi Keyboard Rig - PC88 Congas - 1 Quinto and 1 Conga Music Stand w/ Light Black Chairs	1	\$1,900.00	\$1,900.00	\$0.00	\$1,900.00

**Backline**

Quantity	Description	Days	Price	Extended	Discount	Total	
				<b>Total Rentals:</b>	<b>\$1,900.00</b>	<b>\$0.00</b>	<b>\$1,900.00</b>
				<b>Total Backline:</b>	<b>\$1,900.00</b>	<b>\$0.00</b>	<b>\$1,900.00</b>

**Lighting**

Quantity	Description	Days	Price	Extended	Discount	Total	
Rentals							
1	Lighting Package Applied Electronic Lifts for front wash. 12x ELation Fuze wash 4x Elation Davinci Spots 6x Elation Six par Back Truss w/ flown black backdrop 6x Elation Six Par Elation Lights	1	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00	
				<b>Total Rentals:</b>	<b>\$4,500.00</b>	<b>\$0.00</b>	<b>\$4,500.00</b>
				<b>Total Lighting:</b>	<b>\$4,500.00</b>	<b>\$0.00</b>	<b>\$4,500.00</b>

**Delivery/Misc**

Quantity	Description	Price	Extended	Discount	Total	
1	Delivery	\$2,200.00			\$2,200.00	
6	Hotel	\$110.00			\$660.00	
8	Per Diem	\$65.00			\$520.00	
			<b>Total Delivery/Misc:</b>	<b>\$3,380.00</b>	<b>\$0.00</b>	<b>\$3,380.00</b>

## Notes:

We will need at 400 amp generator with grounding rod provided. 4x local personnel to assist with setup and strike of gear on day of show.

Product Total:	\$11,200.00
Service Charge:	\$0.00
Damage Waiver:	\$0.00
Labor:	\$0.00
Delivery/Misc:	\$3,380.00
Tax:	\$1,312.20

**Job Total: \$15,892.20**

DISCLAIMER:

Tax rate is an estimate based on region of where work is performed. Labor is estimated based on provided information, actual labor charges may vary depending on actual time worked. Quote is good for 30 days.



Date: February 2nd, 2018  
 Sales Rep: **Greg Sales** 800.338.6939 Phone: 800.338.6939  
 Email: greg@yandasmusic.com

**Show Quote**

Event: **Celtic Fire** Event Date(s): March 16th and 17th  
 Contact: **Halley Roberson** Contact Phone: 785.475.2217  
 Billing: Location: 1 Morgan Drive  
 Oberlin, KS 67749  
 Email: [hroberson@oberlinkansas.gov](mailto:hroberson@oberlinkansas.gov) Delivery: **Yandas Setup/Tech/Strike**  
 Billing Method: **50% 30days in advance/50% day of show before show starts**

Qty	Item	Package Price
7	EParQAs Up lights	
6	USB Tri 12 Lights	
8	Colorband Pix M	
16	Ovation ED-190WW Leko	
10	10' Trussing Sticks	
2	5' Trussing Sticks	
3	2' Trussing Sticks	
2	LED Follow Spots	\$3,000.00
1	JBL 4886 Line Array Sound System w/7 monitor mixes - Midas Console	
8	Bodypack wireless (4 backup)	
2	Handheld wireless (1 backup)	\$3,500.00
1	Congas	
1	Music Stands	
1	Weighted 88 Key - Keyboard	
1	Drum Kit w/throne	
1	Adjustable Piano Bench	
1	Drum Shield	
4	Lights for Music Stands	\$1,050.00
6	Tech's for Friday Setup	
2	Tech's for Show	
3-4	Additional Tech's for Strike	\$3,450.00
<b>Total</b>		<b>\$11,000.00</b>

Event: Celtic Fire

Event Date(s): March 16th and 17th

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Signature as Acceptance of the Proposal and Terms

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Date of Acceptance

**Signed Acceptance must be received prior to delivery of equipment to Customer/show site**

**Owner Provides: 2-2man lifts to reach ceiling, 220 power hookup/electrician, Lodging Friday night (1 room/2beds), 2-Spotlight Operators, Stage, 3 chairs no arms for stage, and Food.**

**Yandas will pickup drape from AAA and deliver and will Assist with setup. Yandas will also assist with striking drape and will deliver back to AAA. We ask that the Gateway Civic Center provide 3 people to help with setup/strike of drape. Cost for the drape will be \$1000 plus tax**

**\*above pricing is discounted pricing and should not be used to estimate future show pricing.**



**Sure Sound & Lighting Inc.**  
 331 N Jefferson  
 Grand Island, NE 68801  
 Phone: (308) 382-2961  
 Fax: (308) 382-6001  
 www.suresoundandlighting.com

**Quote**  
 Quote Number: 18-0088  
 Celtic Fire

<b>Client</b>	<b>Venue / Site</b>
City Of Oberlin	

<b>Account Manager</b>	<b>Shipping Method</b>	<b>Customer PO</b>	<b>Warehouse</b>	<b>Terms</b>	<b>Tax Rule</b>
Jeremy Uhrich	N/A		Grand Island		Tax Exempt

<b>Ship Date</b>	<b>Load In</b>	<b>Show Start</b>	<b>Load Out</b>	<b>Return Date</b>	<b>Discount</b>
3/16/2018 8:00 AM	3/16/2018 1:00 PM	3/17/2018 5:00 PM	3/17/2018 9:30 PM	3/18/2018 5:00 PM	

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
<b>Audio</b>							
Rental	1	Renkus Heinz		1	Each	3,000.00	3,000.00
Rental	2	100ft PA Cable - 30X45		1	Each	0.00	0.00
Rental	1	Midas Pro 2 Package		1	Day Rate	166.67	166.67
Rental	1	DL251		1	Each	50.00	50.00
						<b>Audio Total:</b>	<b>\$3,216.67</b>
<b>Lighting</b>							
Rental	1	120k Lighting Package		1	Each	3,500.00	3,500.00
Rental	2	Lycian Super Star 1.2 Spot		1	Each	150.00	300.00
						<b>Lighting Total:</b>	<b>\$3,800.00</b>
<b>Rigging</b>							
Rental	16	1 Ton Chain Hoist Lift - 60 ft.		1	Each	100.00	1,600.00
Rental	8	Motor box		1	Each	15.00	120.00
Rental	4	CM Chain Motor Pickle		1	Each	20.00	80.00
Rental	25	Burlap Bag - 38"x27.5"		1	Each	0.50	12.50
Rental	20	Spanset - 3ft.		1	Each	1.00	20.00
Rental	14	Spanset - 4ft.		1	Each	1.00	14.00
Rental	12	Spanset - 6ft.		1	Each	1.00	12.00
Rental	6	7 Pin Soca - 50ft		1	Each	5.00	30.00
Rental	10	7 Pin Soca - 100ft		1	Each	10.00	100.00
Rental	50	Shackle 5/8 in. Screw pin - 5/8 in.		1	Each	1.00	50.00
Rental	20	Wire Rope Sling 3/8 in. - 5ft		1	Each	2.00	40.00
Rental	20	Wire Rope Sling 3/8 in. - 10ft		1	Each	1.00	20.00
						<b>Rigging Total:</b>	<b>\$2,098.50</b>
<b>Truss</b>							
Rental	16	12X12 Truss - 10ft		1	Each	15.00	240.00
						<b>Truss Total:</b>	<b>\$240.00</b>
<b>Softgoods</b>							
Rental	8	Black Velour Curtain - 10X28		1	Each	50.00	400.00
Rental	4	Black Velour Curtain - 56X10		1	Each	50.00	200.00
						<b>Softgoods Total:</b>	<b>\$600.00</b>
<b>Labor</b>							
Labor	12	Stage Hand	Load In, Setup, Rehearsal, Operate, Load Out, Strike	1	Day Rate	250.00	3,000.00
						<b>Labor Total:</b>	<b>\$3,000.00</b>
<b>Technician</b>							
Labor	1	Lighting Technician		1	Day Rate	400.00	400.00

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
		3/16/2018 8:00 AM - 3/18/2018 5:00 PM					
Labor	1	Audio Engineer		1	Day Rate	400.00	400.00
		3/16/2018 8:00 AM - 3/18/2018 5:00 PM					
Labor	1	System Technician		1	Day Rate	400.00	400.00
		3/16/2018 8:00 AM - 3/18/2018 5:00 PM					

**Technician Total: \$1,200.00**

**X** \_\_\_\_\_

Subtotal:	\$14,155.17
Sales Tax:	\$0.00
Discount:	(\$3,155.17)
Delivery and Pickup:	\$1,000.00
Total:	\$12,000.00
Total Applied Payments:	\$0.00
Balance Due:	\$12,000.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

## RETAIL

FEE, \$ 75.00

### DEALER'S TEMPORARY LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to  
**Generation Services Elite LLC DBA CONQUEST PROMOTIONS**  
to sell at retail

### CEREAL MALT BEVERAGE

Consumption on Premises

At **The Gateway 1 Morgan Drive , Oberlin KS 67749**

In the City of **OBERLIN** in **DECATUR COUNTY, KANSAS.**

Application therefore, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

**Duration of Special Event: March 10, 2018 from 6:30 PM to 10:30 PM**

Given under our hands and the corporate seal of said City, this 15th day of February, 2018

(Seal)

Countersigned:

\_\_\_\_\_  
Ladd Wendelin Mayor

\_\_\_\_\_  
Sandy Rush City Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

## RETAIL

FEE, \$ 25.00

### DEALER'S TEMPORARY LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **THE GATEWAY CIVIC CENTER** to sell at retail

### LIQUOR LICENSE

Consumption on Premises

At **The Gateway 1 Morgan Drive , Oberlin KS 67749**

In the City of **OBERLIN** in **DECATUR COUNTY, KANSAS.**

Application therefore, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

**Duration of Special Event: March 17, 2018 from 4:00 PM to 11:00 PM**

Given under our hands and the corporate seal of said City, this 15th day of February, 2018

(Seal)

Countersigned:

\_\_\_\_\_  
Ladd Wendelin Mayor

\_\_\_\_\_  
Sandy Rush City Clerk