

City of Monticello, Iowa

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Final Agenda Posted on October 29, 2020 at 5:00 p.m.
Monticello City Council Meeting November 02, 2020 @ 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

| | | | |
|----------------------|-----------------|-------------------------------|----------------------|
| Mayor: | Brian Wolken | City Administrator: | Doug Herman |
| City Council: | | Staff: | |
| At Large: | Dave Goedken | City Clerk/Treas.: | Sally Hinrichsen |
| At Large: | Brenda Hanken | Police Chief: | Britt Smith |
| Ward #1: | Scott Brighton | City Engineer: | Patrick Schwickerath |
| Ward #2: | Candy Langerman | Public Works Dir.: | Nick Kahler |
| Ward #3: | Chris Lux | Water/Wastewater Sup.: | Jim Tjaden |
| Ward #4: | Tom Yeoman | Amb. Dpt. Lead Par.: | Lori Lynch |

- Call to Order – 6:00 P.M.
- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

Open Forum: If you wish to address the City Council on subjects pertaining to today's meeting agenda please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. Individuals are normally limited to speaking for no more than three (3) minutes on a topic and the Open Forum is by rule limited to a total of twenty (20) minutes.

Consent Agenda (These are routine items and will be enacted by one motion without separate discussion unless someone requests an item removed to be considered separately.)

| | | |
|----------------------------------|---------|----------|
| Approval of Council Mtg. Minutes | October | 19, 2020 |
| Approval of Payroll | October | 22, 2020 |
| Approval of Bill List | | |

Presentation: Aaron Doubet Re: Council Chambers AV Proposal

Motions: None

Public Hearings: None

Resolutions:

1. **Resolution** to accept and approve Council Chambers Audio and Video Upgrade Project as proposed by DB Acoustics.
2. **Resolution** to accept and approve gWorks Utility E-Billing proposal
3. **Resolution** to approve purchase of a new Multi-Function-Device (Copier) for City Hall.
4. **Resolution** to approve Plat of Survey to Parcels 2020-79 and 2020-80, and waiving previously reserved street reservation over Lot A.

5. **Resolution** to authorize execution of Merchant Application between City of Monticello and opened. (Agreement related to processing of on-line park and rec registration and rental payments.)

Ordinances:

6. **Ordinance** Amending the Code of Ordinances of the City of Monticello by amending Chapter 23, Parks and Recreation Board, Section 23.02 Board Organization, increasing the number of Park Board Members from five (5) to seven (7) and allowing up to two members to live outside the City limits but within Jones County. (2nd Reading)

Reports / Potential Action:

1. City Administrator
 - a. Landfill Commission Open Position
 - b. Fountain Park Project Update
 - c. Brick Paver Installation Update
 - d. Digital Sign: Demolition / Repair Light Box
 - e. Budget
 - f. Employee Handbook
2. Police Chief
3. Public Works Director
4. Park and Recreation
5. City Engineer

Adjournment: Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

Meeting Instructions for the Public

Due to the Covid-19 Virus the City Council will be limiting access to the Council meeting to a limited number of residents on a first come first served basis so that social distancing may be maintained. The meeting will continue to be broadcast on Mediacom (Local Access Channel) and will be accessible via Zoom via the following link.

Join Zoom Meeting

<https://us02web.zoom.us/j/84191014029?pwd=R3dpeUtkVzlmWWhpOHZuVnZibFFXQT09>

Meeting ID: 841 9101 4029

Passcode: 081804

By Phone: 1-312-626-6799

Some feel more comfortable with other wearing masks. While not required, please take this consideration into account.

Regular Council Meeting
October 19, 2020 – 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Dave Goedken, Brenda Hanken, Scott Brighton, Candy Langerman, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Park & Rec Director Jacob Oswald and Police Chief Britt Smith. Also present were City Engineer Patrick Schwickerath and Library Director Michelle Turnis who joined electronically. The public was invited to attend the meeting in person, with limited seating or to participate in the meeting electronically via "Zoom Meetings" and were encouraged to communicate from Zoom Meeting via chat, due to the heightened public health risks of the Coronavirus Pandemic (COVID-19). The meeting did have public attendance, both in-person and via Zoom.

Yeoman moved to approve the agenda with amendment to move discussion on authorizing Austin Strong Foundation to fundraise, plan and lead the All-Inclusive Playground project to the first item. Langerman seconded, roll call unanimous.

Lux moved to approve the consent agenda, Brighton seconded. Roll call unanimous.

Mikinzie Smith, Austin Strong Foundation President stated the foundation has been raising funds for childhood cancer research, in memory of her and her husband Britt's son Austin. The Foundation would like to give back to the Monticello Community for all the support they have given them. Yeoman moved to approve Resolution #2020-106 authorizing the Austin Strong Foundation to fundraise, plan and lead the All-Inclusive and Interactive Playground project, the playground to be constructed on City owned property near the Monticello Aquatic Center, Brighton seconded, roll call unanimous.

Yeoman moved to approve Resolution #2020-107 scheduling Public Hearing on City of Monticello 2020/2021 Fiscal Year budget amendments for November 16, 2020 at 6:00 p.m., Langerman seconded, roll call unanimous.

Herman reviewed the sewer credit request from Angie Lambert Cox and the current City policy. When asked, Hinrichsen gave details on the leak and why it spanned over three months of bills. Goedken moved to approve Resolution #2020-108 approving \$391.78 Credit against the Angie Lambert Cox Utility billing for the property located at 205 West 3rd Street, Langerman seconded, roll call unanimous, except Brighton who abstained due to a family conflict.

Herman reviewed the bids received for the street repair packages that were delivered to local contractors by Kahler. When questioned, Kahler stated he would work with contractor as to when the concrete work would be completed this fall or next spring. Goedken moved to approve Resolution #2020-109 to approve bids related to Street Repair Packages and award them to Steve Monk Construction, Brighton seconded, roll call unanimous.

Herman advised the School District obtained proposals to asphalt the roadway extending around the rear of the school and connecting the rear parking lot area with Spring Farm Lane. LL Pelling was low bidder and has agreed to provide the same pricing to the City if they desired to continue the paving project on Spring Farm Lane. The total cost is proposed to be

Regular Council Meeting
October 19, 2020

\$47,371.90 for Spring Farm Lane. Goedken moved to approve Resolution #2020-110 to approve asphalt paving of Spring Farm Lane, Yeoman seconded, roll call unanimous.

After a lengthy discussion, Goedken moved to approve Resolution #2020-111 approving the engagement of Callahan Municipal Consultants to perform, work with, and assist the City with the City Administrator search process, Yeoman seconded. Roll call: Ayes: Goedken, Yeoman, Langerman and Hanken. Nays: Lux and Brighton.

Hinrichsen reviewed the Annual Financial Report figures with the Council. Goedken moved to approve Resolution #2020-112 to approve Annual Financial Report for FY 2020, Lux seconded, roll call unanimous.

Herman advised the City Clerk's Office copier has been failing the last few years and needs to be replaced. Hinrichsen has proposed to move forward with purchasing a Lanier MP4055sp copier. Wolken stated he knew MinnTex has been trying to sell a copier on Facebook for last year. Wolken and Hinrichsen went to look at copier today. Hinrichsen advised being told that the paper feed tray was not working and that the City uses that for many job functions and the machine has approximately 66,000 copies on it. Council directed staff to look into the cost to repair the copier and cost to do a service contract for the machine. Yeoman moved to table approving the purchase of a new Multi-Functional Device (copier) for the City Clerk's Office. Goedken seconded, roll call unanimous.

Herman reported the affected property owners of the Northridge Waterway, Jann Turnis Hughes, Highland Corporation, Derek Manternach (Doug and Leann Herman Contract Sellers), Doug and Leann Herman and Dionne Prull (Carl S. Keating and Debra M. Keating Contract Sellers) have all executed easement agreements in favor of the City. Langerman moved to approve Resolution 2020-113 to approve Northridge Waterway Easement Agreements and direct recordation of same. Lux seconded, roll call unanimous.

Council had proposed a \$2.00 per month per utility account fee to operate the compost site. Goedken moved Ordinance #733 amending the Code of Ordinances of the City of Monticello, Iowa by amending Chapter 105 "Solid Waste Control", by adding Sections 15.13 "Rates for Service" and 105.14 "Lien for Nonpayment", third and final reading and in title only, Langerman seconded, roll call unanimous except Hanken who voted nay.

Oswald reported the Park Board proposes to increase the Park and Recreation Board from five members to seven members with up to two living outside the City limits. Goedken wanted it added that they had to live in Jones County. Yeoman introduced and moved Ordinance #734 amending the Code of Ordinances of the City of Monticello, Iowa by amending Chapter 23 "Parks and Recreation Board", Brighton seconded, roll call unanimous.

Herman advised Monticello is entitled to two votes on the Landfill Commission. Herman was one of the City's representatives on the commission and he will be getting off with his resignation as City Administrator. The representative can be anyone living in Monticello.

Herman updated Council on the Fountain Park Project and the concrete work will be covered by the Rotary Grant, money generated at the Monti in Motion Car Show and other miscellaneous donations.

Regular Council Meeting
October 19, 2020

Herman updated Council on the Brick paver installation on First Street and around the corner of the Innovation and Creative Adventure Lab Building.

Herman reported that Fire Chief Joe Bayne sold the 1995 Fire Pumper Truck to City of Belle Plaine Fire Department for \$33,000.00.

Herman discussed Steve Hanken's letter to the editor and he drafted an article to appear in the Express to explain the numerous inaccurate statements set out in Hanken's letter.

Herman reported that the South Cedar Street drainage ditch repair options and the digital sign's future are matters pending Council action.

Smith reviewed the Council Chambers AV improvement options summary. Smith received proposals from DB Acoustics Inc and Conference Technologies Inc, which were for basically the same equipment just different brands. Langerman moved to go with the low bidder for the Council Chambers AV improvements. Died due to a lack of a second. Smith will ask the consultants to make a presentation to the Council at the next meeting.

Schwickerath reviewed the cost estimates for the North Chestnut Street Project that were emailed to Herman. Herman will email the cost estimate to the Council for review.

Brighton moved to adjourn at 8:15 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - OCTOBER 22, 2020

| DEPARTMENT | GROSS PAY | OT PAY | COMP HRS. ACCRUED | COMP TOTAL | NET PAY |
|------------------------------|---------------------|------------------|----------------------|---------------|---------------------|
| AMBULANCE | | | | | |
| October 5 - 18, 2020 | | | | | |
| Mason Hanson | \$ 802.80 | \$ - | 0.00 | 0.00 | \$ 639.49 |
| Mary Intlekofer | 1,957.20 | - | 0.00 | 0.00 | 1,336.95 |
| Brandon Kent | 2,123.21 | 166.01 | 0.00 | 0.00 | 1,394.59 |
| Lori Lynch | 2,370.08 | 94.88 | 0.00 | 0.00 | 1,615.52 |
| Shelly Searles | 1,957.20 | - | 0.00 | 4.50 | 1,327.63 |
| Jenna Weih | 1,766.10 | 60.90 | 0.00 | 0.00 | 1,296.41 |
| Curtis Wyman | 1,781.33 | 76.13 | 0.00 | 16.88 | 1,206.97 |
| TOTAL AMBULANCE | \$ 12,757.92 | \$ 397.92 | 0.00 | 21.38 | \$ 8,817.56 |
| CEMETERY | | | | | |
| October 3 - 16, 2020 | | | | | |
| Dan McDonald | \$ 1,700.00 | \$ - | 0.00 | 0.00 | \$ 1,227.90 |
| TOTAL CEMETERY | \$ 1,700.00 | \$ - | 0.00 | 0.00 | \$ 1,227.90 |
| CITY HALL | | | | | |
| October 4 - 17, 2020 | | | | | |
| Cheryl Clark | \$ 1,728.00 | \$ - | 0.00 | 20.25 | \$ 1,167.94 |
| Doug Herman | 4,280.49 | - | 0.00 | 0.00 | 3,006.39 |
| Sally Hinrichsen | 2,550.27 | - | 0.00 | 0.00 | 1,604.26 |
| Nanci Tuel | 1,530.40 | - | 0.00 | 0.00 | 1,007.28 |
| TOTAL CITY HALL | \$ 10,089.16 | \$ - | 0.00 | 20.25 | \$ 6,785.87 |
| COUNCIL / MAYOR | | | | | |
| Dave Goedken | \$ 100.00 | \$ - | 0.00 | 0.00 | \$ 92.26 |
| Brenda Hanken | 100.00 | - | 0.00 | 0.00 | 92.35 |
| Candy Langerman | 100.00 | - | 0.00 | 0.00 | 92.35 |
| Chris Lux | 100.00 | - | 0.00 | 0.00 | 92.26 |
| Brian Wolken | 300.00 | - | 0.00 | 0.00 | 273.78 |
| Tom Yeoman | 100.00 | - | 0.00 | 0.00 | 92.35 |
| TOTAL COUNCIL / MAYOR | \$ 800.00 | \$ - | 0.00 | 0.00 | \$ 735.35 |
| LIBRARY | | | | | |
| October 5 - 18, 2020 | | | | | |
| Molli Hunter | \$ 578.69 | \$ - | 0.00 | 0.00 | \$ 476.56 |
| Penny Schmit | 1,132.01 | - | 0.00 | 0.00 | 625.74 |
| Michelle Turnis | 1,655.77 | - | 0.00 | 0.00 | 1,029.97 |
| TOTAL LIBRARY | \$ 3,366.47 | \$ - | 0.00 | 0.00 | \$ 2,132.27 |
| MBC | | | | | |
| October 5 - 18, 2020 | | | | | |
| Jacob Oswald | \$ 2,038.46 | \$ - | 0.00 | 0.00 | \$ 1,529.03 |
| Shannon Poe | 1,624.23 | - | 0.00 | 0.00 | 1,111.83 |
| TOTAL MBC | \$ 3,662.69 | \$ - | 0.00 | 0.00 | \$ 2,640.86 |
| POLICE | | | | | |
| October 5 - 18, 2020 | | | | | |
| Zachary Buehler | \$ 2,291.64 | \$ 254.63 | 0.00 | 0.00 | \$ 1,682.19 |
| Peter Fleming | 2,167.50 | - | 0.00 | 3.00 | 1,525.53 |
| Dawn Graver | 2,400.00 | - | 0.00 | 0.00 | 1,718.79 |
| Erik Honda | 2,415.00 | - | 0.00 | 3.75 | 1,787.19 |
| Jordan Koos | 2,436.00 | - | 0.00 | 14.75 | 1,752.78 |
| Britt Smith | 2,996.15 | - | 0.00 | 0.00 | 2,185.37 |
| Madonna Staner | 1,530.40 | - | 0.00 | 0.00 | 1,156.09 |
| Brian Tate | 2,457.00 | - | 0.00 | 0.00 | 1,807.07 |
| TOTAL POLICE | \$ 18,693.69 | \$ 254.63 | 0.00 | 21.50 | \$ 13,615.01 |

PAYROLL - OCTOBER 22, 2020

| DEPARTMENT | GROSS PAY | OT PAY | COMP HRS. ACCRUED | COMP TOTAL | NET PAY |
|---------------------------|-----------------------------|------------------|----------------------|---------------|---------------------|
| ROAD USE | October 3 - 16, 2020 | | | | |
| Zeb Bowser | \$ 1,700.00 | \$ - | 0.00 | 0.00 | \$ 1,245.87 |
| Eric Jungling | 1,652.00 | - | 0.00 | 0.00 | 1,167.53 |
| TOTAL ROAD USE | \$ 3,352.00 | \$ - | 0.00 | 0.00 | \$ 2,413.40 |
| SANITATION | October 3 - 16, 2020 | | | | |
| Michael Boyson | \$ 1,688.00 | \$ - | 0.00 | 0.00 | \$ 1,183.22 |
| Nick Kahler | 2,079.81 | - | 0.00 | 0.00 | 1,428.45 |
| TOTAL SANITATION | \$ 3,767.81 | \$ - | 0.00 | 0.00 | \$ 2,611.67 |
| SEWER | October 3 - 16, 2020 | | | | |
| Tim Schultz | \$ 1,793.00 | \$ 33.00 | 0.00 | 10.88 | \$ 1,242.26 |
| Jim Tjaden | 2,346.15 | - | 0.00 | 0.00 | 1,694.98 |
| TOTAL SEWER | \$ 4,139.15 | \$ 33.00 | 0.00 | 10.88 | \$ 2,937.24 |
| WATER | October 3 - 16, 2020 | | | | |
| Daniel Pike | \$ 1,712.00 | \$ - | 4.50 | 15.00 | \$ 1,240.98 |
| TOTAL WATER | \$ 1,712.00 | \$ - | 4.50 | 15.00 | \$ 1,240.98 |
| TOTAL - ALL DEPTS. | \$ 64,040.89 | \$ 685.55 | 4.50 | 89.01 | \$ 45,158.11 |

CLAIMS REPORT

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------------------------|------------------------------------|----------|--------------|--------|------------|
| GENERAL | | | | | |
| POLICE DEPARTMENT | | | | | |
| BAKER PAPER CO INC | PD BUILDING SUPPLIES | 57.21 | | | |
| DAN'S OVERHEAD DOORS & MORE | PD BUILDING REPAIR/MAINT | 179.54 | | | |
| IOWA DEPT OF PUBLIC SAFETY | PD IOWA SYSTEM | 300.00 | | | |
| JOHN DEERE FINANCIAL | PD EQUIP REPAIR/MAINT | 15.96 | | | |
| MONTICELLO COMM SCHOOL DISTRCT | PD FUEL | 694.81 | | | |
| | | | ----- | | |
| | 110 POLICE DEPARTMENT TOTAL | | 1,247.52 | | |
| STREET LIGHTS | | | | | |
| ALLIANT ENERGY-IES | WELTER DRIVE STREETLIGHTS | 145.73 | | | |
| | | | ----- | | |
| | 230 STREET LIGHTS TOTAL | | 145.73 | | |
| AQUATIC CENTER | | | | | |
| JOHN DEERE FINANCIAL | POOL EQUIP REPAIR/MAINT | 95.76 | | | |
| | | | ----- | | |
| | 440 AQUATIC CENTER TOTAL | | 95.76 | | |
| CEMETERY | | | | | |
| MONTICELLO COMM SCHOOL DISTRCT | CEMETERY FUEL | 150.97 | | | |
| | | | ----- | | |
| | 450 CEMETERY TOTAL | | 150.97 | | |
| SOLDIER'S MEMORIAL BOARD | | | | | |
| DIVISION OF LABOR - ELEVATOR | ELEVATOR PERMIT/INSPECTION | 43.75 | | | |
| O'KEEFE ELEVATOR COMPANY INC | ELEVATOR MAINTENANCE | 41.37 | | | |
| | | | ----- | | |
| | 498 SOLDIER'S MEMORIAL BOARD TOTAL | | 85.12 | | |
| CITY HALL/GENERAL BLDGS | | | | | |
| ALL AMERICAN LAWN & LANDSCAPE | CH MISC CONTRACT-BRICK ISTALL | 5,566.00 | | | |
| CHERYL CLARK | CH BUILDING SUPPLIES | 16.03 | | | |
| DIVISION OF LABOR - ELEVATOR | ELEVATOR PERMIT/INSPECTION | 87.50 | | | |
| HOLIDAY INN AIRPORT | CH TRAVEL - HINRICHSEN | 201.60 | | | |
| INFRASTRUCTURE TECHNOLOGY | CH COMPUTERS (3) | 7,399.45 | | | |
| MONTICELLO ROTARY CLUB | CH DUES - HERMAN | 327.50 | | | |
| O'KEEFE ELEVATOR COMPANY INC | ELEVATOR MAINTENANCE | 82.74 | | | |
| | | | ----- | | |
| | 650 CITY HALL/GENERAL BLDGS TOTAL | | 13,680.82 | | |
| | | | ----- | | |
| | 001 GENERAL TOTAL | | 15,405.92 | | |
| MONTICELLO BERNDES CENTER | | | | | |
| PARKS | | | | | |
| BAKER PAPER CO INC | MBC BUILDING SUPPLIES | 86.56 | | | |
| TESSA GRAVEL | MBC DAMAGE DEPOSIT REFUND | 200.00 | | | |
| MONTICELLO COMM SCHOOL DISTRCT | MBC FUEL | 161.12 | | | |
| JACOB OSWALD | MBC CELL PHONE STIPEND | 200.00 | | | |
| SHANNON POE | MBC CELL PHONE STIPEND | 80.00 | | | |
| WELLS FARGO VENDOR FINANCIAL | 2020 TOOLCAT PAYMENT | 1,048.95 | | | |

CLAIMS REPORT

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|-------------------------------------|----------|--------------|--------|------------|
| | 430 PARKS TOTAL | | 1,776.63 | | |
| | 005 MONTICELLO BERNDES CENTER TOTAL | | 1,776.63 | | |
| MONTICELLO TREES FOREVER | | | | | |
| PUBLIC WORKS | | | | | |
| ALL AMERICAN LAWN & LANDSCAPE | TREES - N SYCAMORE ST | 1,232.20 | | | |
| SUSAN BROGHAMMER | TREES - N SYCAMORE ST | 2,056.00 | | | |
| | 299 PUBLIC WORKS TOTAL | | 3,288.20 | | |
| | 014 MONTICELLO TREES FOREVER TOTAL | | 3,288.20 | | |
| FIRE | | | | | |
| FIRE | | | | | |
| JOE BAYNE | FIRE BATTERIES | 100.52 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | FIRE FUEL | 46.61 | | | |
| MUNICIPAL EMERGENCY SERVICES | FIRE GEAR REPAIR | 839.96 | | | |
| | 150 FIRE TOTAL | | 987.09 | | |
| | 015 FIRE TOTAL | | 987.09 | | |
| AMBULANCE | | | | | |
| AMBULANCE | | | | | |
| BAKER PAPER CO INC | AMB BUILDING SUPPLIES | 57.20 | | | |
| BOUND TREE MEDICAL, LLC | AMB MEDICAL SUPPLIES | 275.37 | | | |
| DAN'S OVERHEAD DOORS & MORE | AMB BUILDING REPAIR/MAINT | 537.30 | | | |
| KOOB AUTOMOTIVE & TOWING INC | AMB VEHICLE REPAIR/MAINT | 247.00 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | AMB FUEL | 427.42 | | | |
| PHYSICIAN'S CLAIM COMPANY | AMB BILLING FEES | 2,109.32 | | | |
| | 160 AMBULANCE TOTAL | | 3,653.61 | | |
| | 016 AMBULANCE TOTAL | | 3,653.61 | | |
| POLICE IMPROVEMENT | | | | | |
| POLICE DEPARTMENT | | | | | |
| DENNIS J GRAY | POLICE IMP LOCK BOX | 75.00 | | | |
| | 110 POLICE DEPARTMENT TOTAL | | 75.00 | | |
| | 026 POLICE IMPROVEMENT TOTAL | | 75.00 | | |
| LIBRARY | | | | | |
| LIBRARY | | | | | |
| DIVISION OF LABOR - ELEVATOR | ELEVATOR PERMIT/INSPECTION | 43.75 | | | |
| O'KEEFE ELEVATOR COMPANY INC | ELEVATOR MAINTENANCE | 41.37 | | | |

CLAIMS REPORT

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------------------------|--------------------------------|--------|--------------|--------|------------|
| | 410 LIBRARY TOTAL | | 85.12 | | |
| | 041 LIBRARY TOTAL | | 85.12 | | |
| AIRPORT | | | | | |
| AIRPORT | | | | | |
| ALLIANT ENERGY-IES | 20373 HWY 38 AIRPORT | | 523.23 | | |
| MONTICELLO AVIATION INC | AIRPORT MANAGER | | 2,083.33 | | |
| MONTICELLO COMM SCHOOL DISTRCT | AIRPORT FUEL | | 152.38 | | |
| | 280 AIRPORT TOTAL | | 2,758.94 | | |
| | 046 AIRPORT TOTAL | | 2,758.94 | | |
| ROAD USE | | | | | |
| STREETS | | | | | |
| AFFORDABLE CONCRETE CONSTRUCT | RU STREET MAINTENANCE - CEDAR | | 900.00 | | |
| BEHREND'S CRUSHED STONE | RU STREET MAINTENANCE SUPPLIES | | 244.99 | | |
| BRIAN CROWLEY | RU EQUIP REPAIR/MAINT | | 32.42 | | |
| W.W. GRAINGER, INC | RU SUPPLIES | | 37.69 | | |
| J&R SUPPLY INC | RU STREET MAINTENANCE SUPPLIES | | 1,440.00 | | |
| JOHN DEERE FINANCIAL | RU SUPPLIES | | 619.82 | | |
| KOOB AUTOMOTIVE & TOWING INC | RU EQUIP REPAIR/MAINT | | 412.50 | | |
| MERLIN KRAY | RU TREE REMOVAL & PLANTING | | 488.00 | | |
| KROMMINGA MOTORS INC | RU MINI HOE RENTAL | | 384.00 | | |
| LAPORTE MOTOR SUPPLY | RU EQUIP REPAIR/MAINT | | 84.77 | | |
| SCOT MCELMEEL | RU STREET MAINTENANCE CONTRACT | | 1,885.52 | | |
| DAVID B MCNEILL | RU SUPPLIES | | 27.08 | | |
| STEVE MONK CONSTRUCTION, LTD. | RU STREET MAINTENANCE CONTRACT | | 10,697.54 | | |
| MONTICELLO COMM SCHOOL DISTRCT | RU FUEL | | 498.70 | | |
| MONTICELLO MACHINE SHOP INC | RU EQUIP REPAIR/MAINT | | 97.10 | | |
| NAYLOR SEED COMPANY | RU STREET MAINTENANCE SUPPLIES | | 260.00 | | |
| NEXT GENERATION PLBG & HTG LLC | RU VEHICLE OPERATING SUPPLIES | | 22.50 | | |
| L.L. PELLING CO | RU STREET MAINTENANCE SUPPLIES | | 459.00 | | |
| PV BUSINESS SOLUTIONS INC | RU OSHA SUPPLIES | | 298.50 | | |
| RADIO COMMUNICATIONS CO INC | RU RADIOS (2) | | 739.00 | | |
| SPAHN & ROSE LUMBER CO INC | RU TREE REMOVAL & PLANTING | | 110.97 | | |
| | 210 STREETS TOTAL | | 19,740.10 | | |
| SNOW REMOVAL | | | | | |
| SNOW-GO, INC. | RU SNOW REMOVAL | | 342.00 | | |
| | 250 SNOW REMOVAL TOTAL | | 342.00 | | |
| | 110 ROAD USE TOTAL | | 20,082.10 | | |
| TRUST/SLAVKA GEHRET FUND | | | | | |

CLAIMS REPORT

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------------------------|-------------------------------------|--------|--------------|--------|------------|
| LIBRARY | | | | | |
| BAKER & TAYLOR BOOKS | LIB GEHRET BOOKS | 63.26 | | | |
| GEORGE PUBLIC LIBRARY | LIB GEHRET BOOKS | 15.00 | | | |
| MICRO MARKETING LLC | LIB GEHRET BOOKS | 19.60 | | | |
| | 410 LIBRARY TOTAL | | 97.86 | | |
| | 178 TRUST/SLAVKA GEHRET FUND TOTAL | | 97.86 | | |
| LIB CAPITAL IMPROVEMENTS | | | | | |
| LIBRARY | | | | | |
| IOWA STATE PRISON INDUSTRIES | LIB CAPITAL IMPROVEMENTS | 260.70 | | | |
| | 410 LIBRARY TOTAL | | 260.70 | | |
| | 316 LIB CAPITAL IMPROVEMENTS TOTAL | | 260.70 | | |
| C.C. BIDWELL LIBRARY BOOK | | | | | |
| LIBRARY | | | | | |
| FARM & HOME PUBLISHERS,LTD | LIB BIDWELL BOOKS | 57.00 | | | |
| | 410 LIBRARY TOTAL | | 57.00 | | |
| | 502 C.C. BIDWELL LIBRARY BOOK TOTAL | | 57.00 | | |
| TRUST/IOMA MARY BAKER | | | | | |
| LIBRARY | | | | | |
| CENTER POINT PUBLISHING | LIB BAKER BOOKS | 46.74 | | | |
| | 410 LIBRARY TOTAL | | 46.74 | | |
| | 503 TRUST/IOMA MARY BAKER TOTAL | | 46.74 | | |
| WATER | | | | | |
| WATER | | | | | |
| STATE HYGIENIC LABORATORY | WATER LAB TESTS | 52.00 | | | |
| IOWA ONE CALL | WATER SYSTEM | 32.85 | | | |
| LAPORTE MOTOR SUPPLY | WATER SUPPLIES | 27.59 | | | |
| MONTICELLO COMM SCHOOL DISTRCT | WATER FUEL | 199.58 | | | |
| MUNICIPAL SUPPLY INC | WATER SYSTEM | 451.10 | | | |
| SPAHN & ROSE LUMBER CO INC | WATER BUILDING REPAIR/MAINT | 38.27 | | | |
| WHITE HAWK PLUMBING & HEATING | WATER SYSTEM | 289.00 | | | |
| WILLIAM WARREN, INC. | WATER BOOTS - SCHULTZ | 100.00 | | | |
| | 810 WATER TOTAL | | 1,190.39 | | |
| | 600 WATER TOTAL | | 1,190.39 | | |

CLAIMS REPORT

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|-------------------------------------|--------|--------------|--------|------------|
| CUSTOMER DEPOSITS | | | | | |
| WATER | | | | | |
| CITY OF MONTICELLO | HARDIN/NATASHA | | 421.83 | | |
| NATASHA HARDIN | WATER DEPOSIT REFUND | | 38.17 | | |
| | | | ----- | | |
| | 810 WATER TOTAL | | 460.00 | | |
| | | | ----- | | |
| | 602 CUSTOMER DEPOSITS TOTAL | | 460.00 | | |
| SEWER | | | | | |
| SEWER | | | | | |
| FAREWAY STORES #840-1 | SEWER LAB SUPPLIES | | 11.88 | | |
| STATE HYGIENIC LABORATORY | SEWER LAB TESTS | | 1,365.50 | | |
| IOWA ONE CALL | SEWER SYSTEM | | 32.85 | | |
| JOHN DEERE FINANCIAL | SEWER SUPPLIES | | 70.85 | | |
| KRAUS KUSTOM BUILDERS | SEWER BUILDING REPAIR/MAINT | | 472.58 | | |
| MONTICELLO COMM SCHOOL DISTRICT | SEWER FUEL | | 199.58 | | |
| MSA SAFETY SALES LLC | SEWER BUILDING REPAIR/MAINT | | 390.00 | | |
| SNYDER & ASSOCIATES, INC | SEWER PRO FEES | | 1,140.00 | | |
| SPAHN & ROSE LUMBER CO INC | SEWER SUPPLIES | | 16.48 | | |
| TRI COUNTY PROPANE LLC | SEWER UTILITIES | | 450.20 | | |
| USA BLUE BOOK | SEWER LAB SUPPLIES | | 60.84 | | |
| WHITE HAWK PLUMBING & HEATING | SEWER SYSTEM | | 61.96 | | |
| WILLIAM WARREN, INC. | SEWER BOOTS - SCHULTZ | | 100.00 | | |
| | | | ----- | | |
| | 815 SEWER TOTAL | | 4,372.72 | | |
| | | | ----- | | |
| | 610 SEWER TOTAL | | 4,372.72 | | |
| SEWER CAPITAL IMPROVEMENT | | | | | |
| SEWER | | | | | |
| SNYDER & ASSOCIATES, INC | SEWER FACILITY EVALUATION | | 1,245.75 | | |
| | | | ----- | | |
| | 815 SEWER TOTAL | | 1,245.75 | | |
| | | | ----- | | |
| | 613 SEWER CAPITAL IMPROVEMENT TOTAL | | 1,245.75 | | |
| SANITATION | | | | | |
| SANITATION | | | | | |
| REPUBLIC SERVICES | RESIDENTIAL GARBAGE | | 22,752.44 | | |
| | | | ----- | | |
| | 840 SANITATION TOTAL | | 22,752.44 | | |
| | | | ----- | | |
| | 670 SANITATION TOTAL | | 22,752.44 | | |
| | | | ----- | | |
| | Accounts Payable Total | | 78,596.21 | | |

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

| FUND NAME | AMOUNT |
|-------------------------------|-----------|
| 001 GENERAL | 15,405.92 |
| 005 MONTICELLO BERNDES CENTER | 1,776.63 |
| 014 MONTICELLO TREES FOREVER | 3,288.20 |
| 015 FIRE | 987.09 |
| 016 AMBULANCE | 3,653.61 |
| 026 POLICE IMPROVEMENT | 75.00 |
| 041 LIBRARY | 85.12 |
| 046 AIRPORT | 2,758.94 |
| 110 ROAD USE | 20,082.10 |
| 178 TRUST/SLAVKA GEHRET FUND | 97.86 |
| 316 LIB CAPITAL IMPROVEMENTS | 260.70 |
| 502 C.C. BIDWELL LIBRARY BOOK | 57.00 |
| 503 TRUST/IOMA MARY BAKER | 46.74 |
| 600 WATER | 1,190.39 |
| 602 CUSTOMER DEPOSITS | 460.00 |
| 610 SEWER | 4,372.72 |
| 613 SEWER CAPITAL IMPROVEMENT | 1,245.75 |
| 670 SANITATION | 22,752.44 |
| ----- | ----- |
| TOTAL FUNDS | 78,596.21 |

Resolution

City Council Meeting
Prep. Date: 10/26/20
Preparer: Doug Herman



Agenda Item: # 1
Agenda Date: 11/02/20

Communication Page

Agenda Items Description: Resolution to accept and approve Council Chambers Audio and Video Upgrade Project as proposed by DB Acoustics

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

| Attachments & Enclosures: |
|---------------------------|
| Proposed Resolution |
| Chief Smith Summary |
| DB Acoustics Proposal |

| Fiscal Impact: | |
|-------------------|----------------------|
| Budget Line Item: | |
| Budget Summary: | Admin / Local Access |
| Expenditure: | \$19,355.90 |
| Revenue: | |

Synopsis: Our staff technology expert (Chief Smith) has investigated options to replace the aged and outdated AV system in the City Council Chambers (Media Center)

Background Information: More than one option was considered, and the option deemed to be the best or most appropriate option was presented by DB Acoustics. (Aaron Doubet, representative of DB is scheduled to be present to explain the DB proposal.)

The upgrade would improve both audio and visual displays and would allow for live streaming to Facebook Live and our Website. Britt notes that the equipment used by Local Access is dated and no longer supported and will require an update at some point if the Council chooses to continue to play Council meetings / etc. back on Mediacom and to otherwise utilize the local access channel. With the live play options, Facebook, Website, etc., whether or not Local Access playback and usage is essential or important is a decision the Council will have to make at some point. Britt reports that the system is currently working fine but that could change at any time.

Staff Recommendation: I recommend that the Council consider the proposal from DB Acoustics.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #20-

Resolution to accept and approve Council Chambers Audio and Video Upgrade Project as proposed by DB Acoustics.

WHEREAS, the Police Chief has investigated various upgrades to the AV system in the Council Chambers / Community Media Center, and

WHEREAS, the Chief recommends that the Council proceed with the proposal provided by DB Acoustics in the approximate amount of \$19,355.90, and

WHEREAS, the City has received regular negative feedback in the last few years in regard to the poor audio quality and the playback on Mediacom and on the City Website, the new system designed to improve both audio and video and to provide live play options that are not currently available, and

WHEREAS, the Council finds that the Community supports the live streaming and playback of City meetings and, therefore, finds that taking steps to improve the quality is important, finding further that the proposal of DB Acoustics should, therefore, be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby accept and approve the Audio and Video Upgrade Project as proposed by DB Acoustics.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 2nd day of November, 2020.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



201 East South Street
Monticello, IA 52310
319-465-3526

From the Office of:

Chief of Police

Britt D. Smith

COUNCIL CHAMBERS A/V UPDATES

Dear Mayor and City Council;

Over the last few months Madonna and I have worked with two separate vendors to examine potential improvements and updates to our Council A/V equipment. Our current system has been experiencing some system failures that are causing performance issues with the display and rebroadcast of our council meetings.

Our existing equipment was initially purchased and installed in 2005 with the construction of the Renaissance Center. Since that time the equipment has systematically begun to fail which has resulted in some reduced capabilities and reduced effectiveness in regards to audio quality and video functionality. I'm routinely trouble shooting issues with the system, and providing IT support for the numerous presenters who utilize the room as the system is very touchy. The audio quality has also been a long-standing complaint and many attempts to improve the quality have been made only to experience equipment failure in other areas which renders the newest improvements ineffective. While the addition of the lapel microphones improved sound quality for a while, we have now seen another failure with our audio processor. We have done some troubleshooting with our equipment and believe that it has failed with no repair option available. The last 6 months of audio quality when viewing from Facebook or the website has been very poor.

Our current system uses two analog cameras with point to zoom capabilities (PTZ), and an audio system consisting of the lapel microphones, fixed base microphones and a wireless microphone that are streamed to a desktop computer the utilizes software to record the feed. This equipment has some analog (old) and digital (new) components and we are using additional equipment that is being very temperamental to make it all work together. We have document camera capabilities and the projector that are using VGA (analog) style connectors which have become problematic with new laptops that mainly use HDMI (Digital) connections. The projector was recently replaced after the old unit failed. New units are primarily HDMI compatible, but since we still used some component (analog) connections we were forced to purchase a unit that still offered some of the "old school" compatibility. The new unit needs to be placed several feet back from the previous location due to display issues as the new unit was not compatible with the old units mounting location. This hasn't been completed because the mount needs to be rerouted around an existing sprinkler head. The list goes on and on.

As mentioned, we have sought input from two area businesses D.B. Acoustics from Hiawatha and Conference Technologies from Davenport who have examined our current setup and made recommendations for improvements. Both quotes were prepared with utilizing as much of our existing equipment as possible, but due to the age of the equipment it is difficult to only replace what is

201 East South Street
Monticello, IA 52310
319-465-3526

absolutely necessary without being forced to upgrade much of the surrounding equipment as it is outdated and experiencing some capability issues.

D.B. Acoustics has evaluated our existing equipment and has proposed an update of \$19,355.90. D.B. Acoustics came recommended through my conversations with ITS about our proposed needs. (SEE ATTACHED QUOTE)

Conference Technologies has evaluated our existing equipment and has proposed an update of \$26,528.18. Conference Technologies came recommended by some neighboring communities like Cascade, Farley and Dyersville, who all utilize their services for their council chamber and local access a/v solutions. (SEE ATTACHED QUOTE)

Both of these proposed upgrades do provide us with some increase functionality and an improved ease of use. With either system we will have the ability to live stream all of our meetings to a variety of social media sites, most commonly Facebook Live and directly to our website without a multi-step system. Currently the system requires us to only live stream on local access, then the footage must be downloaded to a separate computer, the footage is then processed and converted to a compatible file type through additional software called VIMEO that we have a yearly subscription of \$100.00 to, then is uploaded to the website and to the local access video player. This multistep conversion process is only compounding the poor audio quality due to the existing malfunctioning equipment.

While extensive, these proposed upgrades still do not account for the future upgrades that will be necessary for the updates of the local access video player. The system we are currently using is still functioning, but like anything computer based, the system is no longer being supported by the manufacturer. We will continue to operate the existing equipment as long as possible, but would anticipate a replacement expense of \$5,000 when it does malfunction. We currently utilize a program from the company Keywest which is still being recommended as a viable vendor for our local access needs. This hardware and software give us the ability to create content for the local access channel and stream our council meetings. Obviously local access use has diminished over the years as Mediacom subscribers have decreased. It may be worth pushing Mediacom to expand their programming package to include those that stream their TV over the internet. This may not be a viable option for them, but it may be worth considering to increase our reach of the local access channel.

Based upon my working with both vendors, the first vendor appears to have the best working knowledge of the system and provided with a very broken-down proposal. It is still a significant amount of money that at face value seems extreme but given the capability issues we may continue to have it may be time to consider the more expansive update.

Over the past few years, we have spent roughly \$2,500 on these band aid repairs, with several that are unrepairable without the significant upgrade proposed.

- The DVR has been replaced with a desktop computer that captures the recording
- The fixed base microphones were replaced with lapel microphones to improve audio quality
- The projector has been replaced
- Two of the five existing tube style tv's for conversion and monitoring have failed and are unreplaceable.

201 East South Street
Monticello, IA 52310
319-465-3526

- The existing hard drive space on the desktop computer is full, a second external hard drive with 1 terabyte of storage space was purchased to retain older council meetings.

As mentioned, the proposal from D.B. Acoustics has provided the most cost effective yet broken down update. I have reached out to our sales representative to look at any additional modifications to the proposal that we could make to reduce this overall expense, but I do see any reduction as being something that we are merely putting off for another day.

We do have the option of going to a much simpler configuration. We can go to a single fixed camera with a document camera, that would only require a two-channel channel viewer and production mixer instead of the 4-channel that is quoted. This may decrease the cost \$1,000. We could also trim back the proposed hard drive storage from 8TB to 1 or 2 TB. This may save an additional \$500. We would lose some storage duration and would need to delete council videos sooner. The proposal provided for audio control within the control booth. We have not had that feature but would allow the operator to monitor and control audio quality during the meeting. If we removed this feature, we could decrease the cost \$1,000. The reduction of the mixer and the audio controller may save us an additional \$1,000 in labor expenses. I believe that we can continue to utilize adaptors and the proposed HDMI upgrade for the overhead projector could be eliminated. We will still at times struggle with connecting newer laptops but it may reduce our expense by \$1,000. I think it may be reasonable to reduce the project proposal by \$4,500 and still have a quality system, with just slightly less features. I reasonably believe we can come in around \$14,500. This amount is still more than I initially expected but after looking at the proposals, price checking, and evaluating our necessary options, this price is most likely the best we will see.

It is my recommendation that the Council consider these options and provide staff direction on how they wish to move forward.

Britt



Proposal

4601 Commercial Avenue Marion, IA 52302 319.373.1425

| | | | |
|--|-----------------------|--|--|
| Proposal Submitted To: City of Monticello | | Date July 1, 2020 | |
| Street 200 E. 1st St. | | Job Name Chamber Audio and Video Upgrade Public Access Enhancement | |
| City State Zip Code Monticello, IA. | | Job Location Same | |
| Contact Chief Britt Smith | Proposal # 20214Aa | Phone 319-465-3526 | |

Chief Smith,

I am pleased to present you with a proposal to fix and upgrade the audio and visual systems in the council chambers. As discussed, we are going to be streaming your control space by providing you with a better production controller, quad monitor viewing on a larger display, removing all unused equipment, giving you the ability to adjust the mic and presentation volume, and providing a large external backup for all of you recordings. We will also be working in the equipment room to remove and replace some of the outdated and non functioning equipment. By doing this, we will be able to make it so people will be able to hear what is being said in the meetings. We will also be adding the capability of HDMI to the projector, while retaining VGA, as well as moving and realigning the projector to fit the screen appropriately. In regards to the public access software, after speaking with Key West, they would like to talk directly to your team to get a 100% accurate explanation of your goals and work with you to build the appropriate solution. We support that decision and will be able to integrate their product into this once everything is decided. Due to the amount of product being removed, replaced, and programing that will be involved, a lot of the cost is labor related. I have broken that out below vs. the cost of equipment.

Video Production Equipment:

- 1 32" LG Monitor
- 1 Black Magic Multi View 4 Quad Viewer
- 1 Black Magic Web Presenter, Video Formatter and Streaming Box
- 1 Roland V4-EX Video Production Mixer
- 1 Synology External Back Up Drive with 2 4TB Hard Drives included. (can take a total of 5)

Equipment Cost: \$6,919.90

Labor Cost: \$935.00

Continued on Next Page

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

See Above

dollars

See Above

90

50% DEPOSIT W/ BALANCE DUE 20 DAYS FROM INSTALL.(PLUS APPLICABLE SALES TAX)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature

Aaron R. Doubet

Note: This proposal may be withdrawn by us if not accepted within

30

days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:



Proposal

4601 Commercial Avenue Marion, IA 52302 319.373.1425

| | | | |
|--|-----------------------|--|--|
| Proposal Submitted To: City of Monticello | | Date July 1, 2020 | |
| Street 200 E. 1st St. | | Job Name Chamber Audio and Video Upgrade Public Access Enhancement | |
| City State Zip Code Monticello, IA. | | Job Location Same | |
| Contact Chief Britt Smith | Proposal # 20214Aa | Phone 319-465-3526 | |

Continued from Page One

Chamber Audio Upgrade:

- 1 QSC Core 110f Audio Processor-This replaces the manual mixers and dead DFR11 audio processor
- 1 QSC 8" Touch Panel- This will be located at the control station and will have level controls for all sources

Equipment Cost: \$4,930.00

Labor Cost: \$1,125.00

Projector HDMI Upgrade Plus Realignment:

- 1 Av Pro Edge HDMI VGA Transmitter
- 1 Av Pro Edge HDMI VGA Receiver
- 1 Lot Cat6a Shielded Cable

Equipment Cost: \$1,587.00

Labor Cost: \$595.00

Additional Equipment Removal, Programming, and Calibration Labor: \$3264.00

This includes removal of all nonfunctioning equipment, miscellaneous hardware, system programming, audio and video calibration, and owner training.

System Warranty:

Our systems come with a one(1) year complete warranty that covers all products and labor on any defects that may occur, outside of damages caused by negligence or damage caused from any outside forces such as a fault in the owners electrical system, lightning, water damage, or other "acts of god".

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

See Above

dollars

See Above

90

50% DEPOSIT W/ BALANCE DUE 20 DAYS FROM INSTALL. (PLUS APPLICABLE SALES TAX)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature

Aaron R. Doubet

Note: This proposal may be withdrawn by us if not accepted within

30

days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

City Council Meeting
Prep. Date: 10/26/20
Preparer: Doug Herman



Agenda Item: # 2
Agenda Date: 11/02/20

Communication Page

Agenda Items Description: Resolution to accept and approve gWorks Utility E-Billing proposal.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Proposed Resolution
Sally H. Memo & gWorks Investment Summary

Fiscal Impact:

| | |
|-------------------|--------------------|
| Budget Line Item: | |
| Budget Summary: | Admin. |
| Expenditure: | \$2,100 (year one) |
| Revenue: | |

Synopsis: The Clerk's Office has investigated the initiation of an electronic payment option for residents to use when paying City bills.

Background Information: The gWorks proposal discloses that the minimum cost for year one of the implementation would be \$2,100. (Part of that would be pro-rated depending upon the time of implementation.) After installation and implementation the annual fee would be, at this time, \$1,500. There would likely be some additional costs as well tied to the creation and housing of an additional "dedicated" e-mail address (this would be ongoing) and some updates to our website to provide for the on line payment option. (this would likely be a one-time set up fee as well.) Whether there are fees tied to all on-line payments appears to me to be tied to the type of e-mail exchange we utilize. None of these additional costs are likely significant.

Sally's memo discusses potential cost savings at our end, those estimates making certain assumptions as noted therein. In my opinion, the electronic option will become more and more popular moving forward.

Staff Recommendation: I recommend that the Council consider the proposal from gWorks.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #20-

Resolution to accept and approve gWorks Utility E-Billing proposal.

WHEREAS, the City Clerk's Office has investigated the best option to allow utility billings to be paid on-line by City residents, and

WHEREAS, gWorks can provide the necessary software and set up to allow for on-line utility payments at a year one cost of approximately \$2,100, a portion of the costs being pro-rated based upon the implementation date, with annual fees thereafter currently totaling \$1,500, and

WHEREAS, the City Clerk has calculated that the payback period will be approximately two years, assuming certain fixed costs per utility bills, and a 7% resident participation rate, not including City staff time savings, and

WHEREAS, the Council finds that E-Billing should be implemented as a step towards modernization, and as a cost savings approach, with the Council finding it likely that the usage percentage will grow over the years following implementation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby accept and approve the gWorks Utility E-Billing proposal and directs the City Clerk to move forward with the implementation of the project.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 2nd day of November, 2020.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

Utility Billing E-Bills

Sending Utility Billing E-Bills is the ability to email utility bills to customers rather than sending paper bills through the mail.

Customers can easily be set up to receive E-Bills in Utility Billing - all we need is an email address. E-Bills will automatically be sent out when we print the utility bills.

The E-Bills are sent as a PDF. We would have the capability to include another attachment to be sent with the E-Bill such as a newsletter or water quality report.

Customers who receive E-Bills can pay using all the methods that the city currently offers including ACH, credit and/or debit card, check or cash.

BENEFITS

Utility Billing E-Bills offers convenience for the City and our customers while also reducing costs

Time savings and labor costs of processing, tearing apart and mailing bills.

Cost savings on postage (\$0.28 ½ to \$0.59 depending how bills are mailed), bills forms (\$.96), ink, printer wear & tear.

Paperless billing enables customers to "go green" and to be environmentally friendly.

With the estimated cost savings of \$1.30 per customer per month and 7% of our customers (approximately 120 customers) using E-bills, would be a monthly cost savings of \$156.00 or \$1,872.00 a year. At this rate, it would pay for itself in two years.

Please let me know if you have any questions

Thanks

Sally



INVESTMENT SUMMARY

City of Monticello IA
 200 E 1st St
 Monticello, IA 52310-1501
 USA

Sally Hinrichsen
 City Clerk/City Treasurer
 sallyh@ci.monticello.ia.us
 319-465-3577

Reference: 20200911-113732249
 Prepared: September 11, 2020
 Expires: December 10, 2020
 Prepared by: Margie Hopper
 Customer Success Manager
 margie@gworks.com
 +1 (888) 608-7666

Comments from Margie Hopper

All Services are billable unless otherwise stated.
 The annual fees are billed after the first software solution is implemented. The fees are prorated from that implementation date through the end of the calendar year. Fees for subsequent calendar years are billed out annually.
 The cost of Utility Billing E-Bills software is based on using our standard E-Bill form. Any modifications from the standard E-Bill will be billable at the rate of \$132.00 an hour.
 Utility Billing E-Bills will work with your existing email exchange or with Gmail, which has both free and paid options. gWorks recommends using a dedicated email account to be used with Utility Billing E-Bills.

Products & Services

| Item & Description | SKU | Quantity | Unit Price | Total |
|---|---------------|----------|----------------------|------------------------------------|
| Utility Billing: E-Bills - Annual Fee Annual License & Product Support Agreement Fee | UBEB500 0A | 1 | \$1,500.00 / year | \$1,500.00 / year for 1 year |
| Utility Billing: E-Bills - Implementation | UBEB500 0 | 1 | \$600.00 | \$600.00 |

Module Implementation

Subtotals

Annual subtotal \$1,500.00

One-time subtotal \$600.00

Total \$2,100.00

Questions? Contact me



Margie Hopper
Customer Success Manager
margie@gworks.com
+1 (888) 608-7666

gWorks
3905 S 148th St, Ste 200
Omaha, NE 68144
USA

City Council Meeting
Prep. Date: 10/26/20
Preparer: Doug Herman



Agenda Item: # 3
Agenda Date: 11/02/20

Communication Page

Agenda Items Description: Resolution approving purchaser of a new Multi-Function-Device (Copier) for City Hall.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:

001-650-6725

Budget Summary:

Admin.

Expenditure:

\$4,804

Revenue:

Synopsis: The Clerk's Office Multi-Function Device has been slowly failing for a few years and needs replacement.

Background Information: City Hall copier (Copy, Fax, Scan) was originally leased and at the expiration of the lease the City bought the machine for \$1 and entered into a service agreement with Konica Minolta to keep the machine operational. This has worked well for us and we have got the most out of this machine that we can. When it has issues, which are more regular than they used to be, the service technician is having difficulty finding repair parts, the repair parts almost always being used. We have reviewed proposals from three providers and at the conclusion of that review Sally recommends that the City purchase the Lanier MP4055sp at a cost of \$4,804.00

The City is currently using a Lanier 5055sp and could purchase that machine for \$3,500. This machine was used by the Benton Comm. School Dist. For approx. one year and had approx. 60,000 copies made when we received it. I would estimate that we would not exceed 45,000 copies per year. The used machine is a bit faster, has a hole punch that we don't see a need for, has three trays, one being a 2000 sheet drawer, instead of three trays the new one has, which is really a non-factor as well. In all other respects the machines are very similar. The maintenance agreement on the new machine will cost .0067 per copy while the used machine would cost .0072 per copy. If we produced 45,000 copies in a year the new machine service agreement would save the City approximately \$25.00 If we had a big year and made 100,000 imprints, the difference in the service agreement costs would be \$50.00.

The Admin. Expenses almost always comes in under budget so it is not likely an amendment will be needed, however, that will be reviewed in late winter before finalizing other amendments that will be likely at that time.

Staff Recommendation: I recommend that the Council approve the proposed Resolution.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #20-

Resolution to approve purchase of new Multi-Function Device (Copier) for City Hall

WHEREAS, the Multi-Function Device used at City Hall is falling into disrepair and new replacement parts are no longer available, and

WHEREAS, City operations require a dependable Multi-Function Device and the current device has created issues over the last number of months, the last two months being the worst, particularly when it comes to printing utility bills, resulting in great waste of misprinted utility bills and much wasted time on the part of the Deputy City Clerk, and

WHEREAS, the City received pricing from two reputable firms and the City Clerk's Office has chosen to move forward with the Lanier MP4055sp at a cost of \$4,804, and

WHEREAS, the Administration Budget will likely have enough funds in the FY 21 budget to cover this expense with the worst-case scenario being the future amendment of the budget to account for this expense, and

WHEREAS, the Council finds, based upon input from the City Clerk that the proposed purchase is a necessity and that said purchase should, therefore, be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the purchase of a new Multi-Function Device (Copier) for City hall at a cost of \$4,804 from Koch Office Group.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 2nd day of November, 2020.

Brian Wolken, Mayor

Attest:

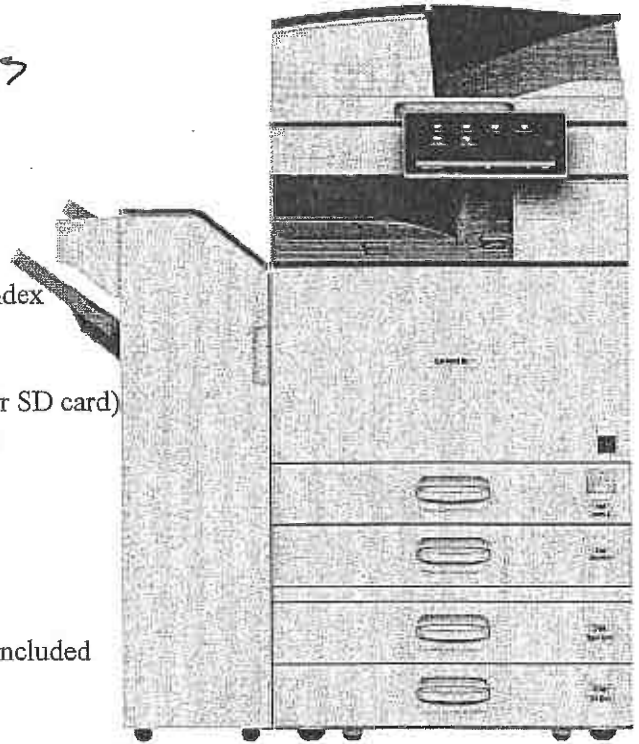
Sally Hinrichsen, Monticello City Clerk



Monticello City Hall

Lanier MP4055sp Highlights:

- 40 Pages per minute black & white
- 25% - 400% zoom lens
- 4x550 sheet paper drawers *— 4 drawers*
- **220 sheet single pass document feeder**
- 100 sheet bypass
- 2 sided copying/printing
- Copies/prints up to 12x18
- Paper weight supported 14 lb. bond – 166 lb. index
- Will duplex up to 142lb. index paper
- Print/Scan/Fax included
- Scan to/print from USB device (Thumb drive or SD card)
- Scan directly to Email or file (pdf, tiff, or jpeg)
- 2 GB RAM
- 320 GB Hard Disk Drive
- Standard Data Overwrite Security System
- Standard Hard Disk Drive Encryption
- **Up to 180 ppm scanning speed full color**
- 1,000 sheet/50 sheet stapling external finisher included
- Up to 1,000 user codes
- Multiple copies to 999
- Warm up time less than 20 seconds from main power switch on
- Recovery time less than 10 seconds from sleep mode



Pricing:

Lanier MP 4055sp
 2x550 sheet paper drawers (4 drawers total)
 Fax module
 1,000 sheet/50 sheet stapling external finisher
 ESP Power Filter
Total Purchase Price

Optional equipment:

Hole punch

Service:

All pages billed at .0067 per page. This includes all service, parts, labor, supplies, and toner, excluding only paper and staples. **This service pricing is locked for 5 years!!**

New (circled)
 Included
 Included
 Included
 Included
included
\$4,804.00

~~\$267.00~~

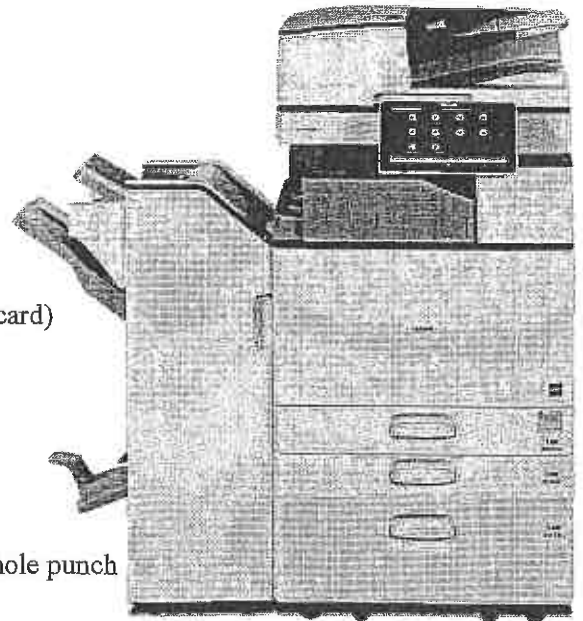
x45000 = 30150



Monticello City Hall

Lanier MP5055sp (used) Highlights:

- 50 Pages per minute black & white
- 25% - 400% zoom lens
- 550/550/2,000 sheet paper drawers — 3 drawers
- **220 sheet single pass document feeder**
- 100 sheet bypass
- 2 sided copying/printing
- Copies/prints up to 12x18
- Paper weight supported 14 lb. bond – 166 lb. index
- Will duplex up to 142lb. index paper
- Print/Scan/Fax included
- Scan to/print from USB device (Thumbdrive or SD card)
- Scan directly to Email or file (pdf, tiff, or jpeg)
- 2 GB RAM
- 320 GB Hard Disk Drive
- Standard Data Overwrite Security System
- Standard Hard Disk Drive Encryption
- **Up to 180 ppm scanning speed full color**
- 1,000 sheet/50 sheet stapling external finisher with hole punch
- Up to 1,000 user codes
- Multiple copies to 999
- Warm up time less than 20 seconds from main power switch on
- Recovery time less than 10 seconds from sleep mode



Pricing:

- Lanier MP 5055sp
- 2,000 sheet large capacity paper drawer (3 drawers total)
- Fax module
- 1,000 sheet/50 sheet stapling external finisher
- Hole punch unit
- ESP Power Filter
- Total Purchase Price**

Used

| |
|-------------------|
| Included |
| Included |
| Included |
| Included |
| Included |
| <u>Included</u> |
| \$3,500.00 |

445.000 = 324.00

Service:

All pages billed at .0072 per page (no minimum). This includes all service, parts, labor, supplies, and toner, excluding only paper and staples.

City Council Meeting
 Prep. Date: 10/28/2020
 Preparer: Doug Herman



Agenda Item: 4
 Agenda Date: 11/02/2020

Communication Page

| | | | | | | | | | | | | | |
|---|---------------------|----------------|--------|--|--|-------------------|--|-----------------|--|--------------|--|----------|--|
| Agenda Items Description: Resolution approving Plat of Survey to Parcels 2020-79 and 2020-80 and waiving any existing street reservations over Parcel A and the 30' strip of property adjacent and east thereof. | | | | | | | | | | | | | |
| Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session | | | | | | | | | | | | | |
| Attachments & Enclosures: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Proposed Resolution</td></tr> <tr><td style="padding: 2px;">Plat of Survey</td></tr> <tr><td style="padding: 2px;">Aerial</td></tr> <tr><td style="padding: 2px;"> </td></tr> </table> | Proposed Resolution | Plat of Survey | Aerial | | Fiscal Impact: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Budget Line Item:</td><td style="width: 100px;"> </td></tr> <tr><td style="padding: 2px;">Budget Summary:</td><td> </td></tr> <tr><td style="padding: 2px;">Expenditure:</td><td> </td></tr> <tr><td style="padding: 2px;">Revenue:</td><td> </td></tr> </table> | Budget Line Item: | | Budget Summary: | | Expenditure: | | Revenue: | |
| Proposed Resolution | | | | | | | | | | | | | |
| Plat of Survey | | | | | | | | | | | | | |
| Aerial | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Budget Line Item: | | | | | | | | | | | | | |
| Budget Summary: | | | | | | | | | | | | | |
| Expenditure: | | | | | | | | | | | | | |
| Revenue: | | | | | | | | | | | | | |

Synopsis: The Proposed Plat of Survey creates two parcels, one to be sold by Yeoman to Schneiderman and one to be maintained by Yeoman.

Background Information: This Resolution approves the Plat of Survey to Parcel 2020-79 and 2020-80. Yeoman is selling a seven (7) acre parcel to Schneiderman, carving the seven (7) acres out of a larger parcel, maintaining the balance of that larger parcel (2020-79). Yeoman also owns Parcel A, said parcel having previously been reserved for street purposes along with the parcel located immediately to its' east.

The Planning & Zoning Board recommends that the Plat of Survey be approved and that the City waive any right it may have to the installation of a future street in the "reserved" area.

The remaining parcel, 2020-79, can be accessed through other Yeoman property, not needing to traverse 2020-80 for access. The City Code requires a paved approach to 2020-80 and paved parking spots adjacent to the building but does not require a paved driveway. With that said, I think Schneiderman and Joe Oswald (owner of property to the west of Lot A) may share in the cost of paving the driveway. Because of the size of the site Schneiderman will need to present a site plan prior to moving forward with a building permit. The site plan will be reviewed for compliance with the City Code, including pavement, storm-water management, set-backs, etc. prior to being presented to the P & Z for review and the City Council for approval.

After heavy rains there has been water standing near the current N. end of Valley Drive for years. Joe Oswald took some steps to alleviate the standing water issues last year and this project will, no doubt, improve upon those efforts and move that water away from the street either to the north or in one way or another get it into the storm sewer system.

Staff Recommendation: I recommend that the Council approve the proposed Plat of Survey to Parcels 2020-79 and 2020-80.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #2020-

Resolution Approving Plat of Survey to Parcels 2020-79 and 2020-80 and waiving any existing street reservations over Parcel A and the 30' strip of property adjacent and east thereof.

WHEREAS, The Plat of Survey to Parcels 2020-79 and 2020-80 has been presented to the City Council for approval, same being located within the Monticello City Limits, and

WHEREAS, The reason for the Plat of Survey was the pending sale of Parcel 2020-80, removing it from the overall property, resulting in the creation of 2020-79, the remainder, and

WHEREAS, At some point in the past, the property lying to the south of Parcel 2020-80, identified as "Parcel A" a 30' wide strip of land, was reserved for future City Street Purposes as was a 30' wide strip of land immediately to the east of "Parcel A", and

WHEREAS, The Planning and Zoning Board has reviewed the proposed Plat of Survey and waiver of any potential road reservations, and recommends that the Plat of Survey be approved and the reservations waived, and

WHEREAS, The Council finds that the Plat of Survey should be approved, and to the extent it has any legal right to reserve this property for street purposes it does hereby waive said right, allowing Parcel A to be utilized as a private driveway to serve Parcel 2020-80, further noting that if the Council failed to waive any similar rights to the 30' strip of land located to the east of "Parcel A", same currently being owned by Brian Crowley, this Resolution shall also act to clarify that said reservation is also formally waived.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcels 2020-79 and 2020-80, and specifically waives any rights the City may have to "Parcel A" and the 30' strip of land located immediately to the east of "Parcel A", both of which having at one point or another been described as being reserved for future street purposes but never having been dedicated by the property owner / developer nor accepted by the City of Monticello.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 2nd day of November, 2020.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

INDEX LEGEND

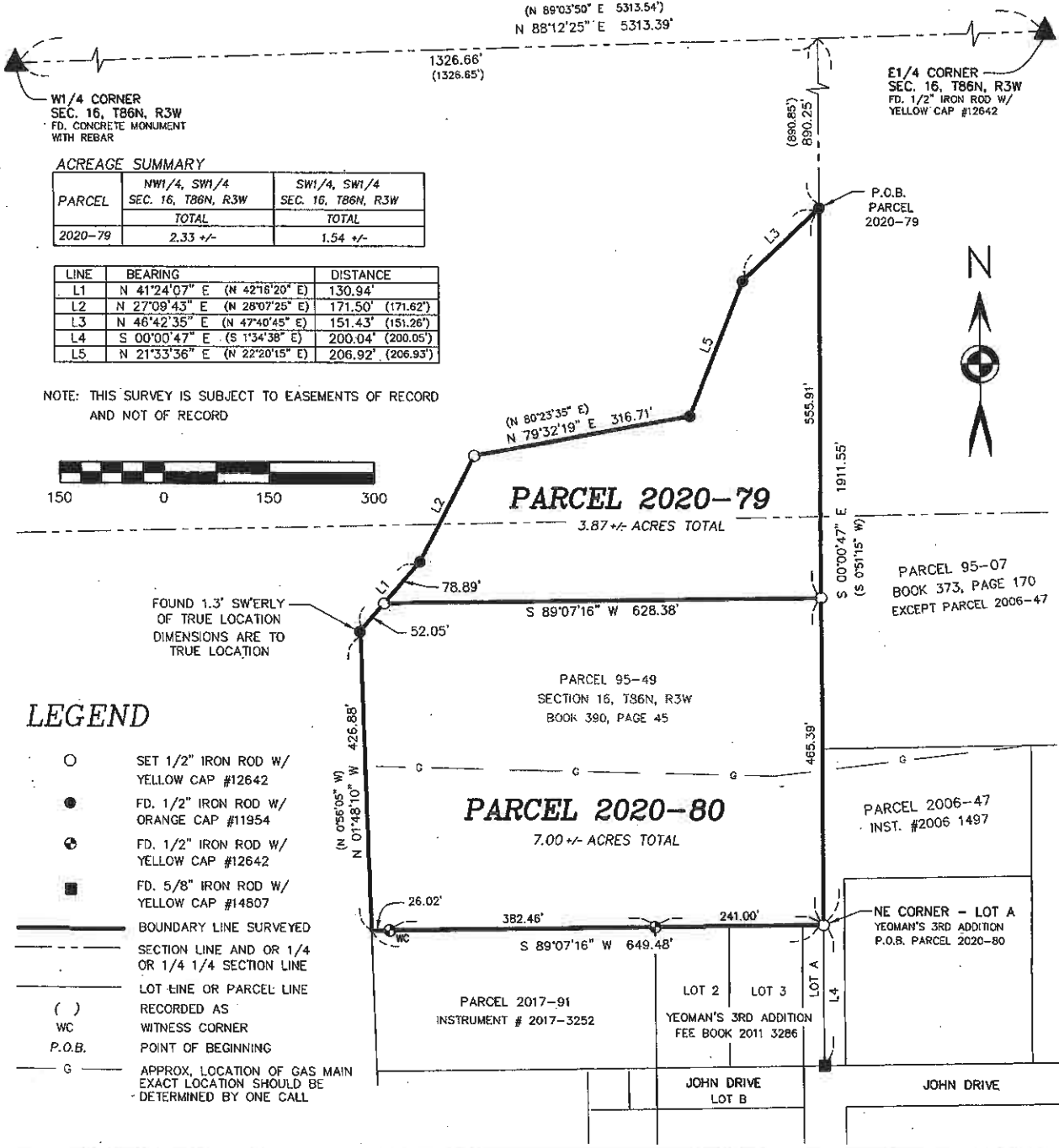
LOCATION: SECTION 16, T86N, R3W, SW 1/4
 PROPRIETORS: THOMAS W. YEOMAN & DIANE R. SCHAFER-YEOMAN
 REQUESTOR: TOM YEOMAN
 SURVEYOR: BILL BURGER
 SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR
 RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 855 2028

PLAT OF SURVEY

PARCEL 2020-79 PART OF PARCEL 95-49 IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA

PARCEL 2020-80 PART OF PARCEL 95-49 IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA



ACREAGE SUMMARY

| PARCEL | NW1/4, SW1/4 SEC. 16, T86N, R3W | SW1/4, SW1/4 SEC. 16, T86N, R3W | TOTAL |
|---------|---------------------------------|---------------------------------|-------|
| 2020-79 | 2.33 +/- | 1.54 +/- | |

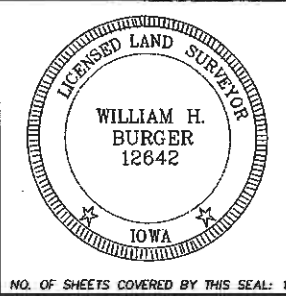
| LINE | BEARING | DISTANCE |
|------|-------------------------------|-------------------|
| L1 | N 41°24'07" E (N 42°18'20" E) | 130.94' |
| L2 | N 27°09'43" E (N 28°07'25" E) | 171.50' (171.62') |
| L3 | N 46°42'35" E (N 47°40'45" E) | 151.43' (151.26') |
| L4 | S 00°00'47" E (S 1°34'38" E) | 200.04' (200.05') |
| L5 | N 21°33'36" E (N 22°20'15" E) | 206.92' (206.93') |

NOTE: THIS SURVEY IS SUBJECT TO EASEMENTS OF RECORD AND NOT OF RECORD



LEGEND

- SET 1/2" IRON ROD W/ YELLOW CAP #12642
- FD. 1/2" IRON ROD W/ ORANGE CAP #11954
- ⊙ FD. 1/2" IRON ROD W/ YELLOW CAP #12642
- FD. 5/8" IRON ROD W/ YELLOW CAP #14807
- BOUNDARY LINE SURVEYED
- - - SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE
- · - · - LOT LINE OR PARCEL LINE
- () RECORDED AS
- WC WITNESS CORNER
- P.O.B. POINT OF BEGINNING
- G APPROX. LOCATION OF GAS MAIN EXACT LOCATION SHOULD BE DETERMINED BY ONE CALL



DATE OF SURVEY: 10/12/2020 SCALE: 1" = 150' SHEET 1 OF 4

PROPRIETORS: SEE INDEX LEGEND ABOVE

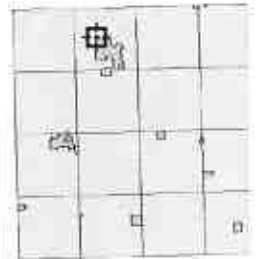
I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

William H. Burger 10/13/2020
 WILLIAM H. BURGER #12842 DATE

Wm. Burger
 LandSurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078



Overview



Legend

- Parcels**
- Parcels
- Structures on Lease
- Land
- Cartography
- Major Roads

| | | | | | |
|------------------------------|--|---------------------|-------|----------------------|--|
| Parcel ID | 0216351013 | Alternate ID | n/a | Owner Address | YEOMAN, THOMAS W & SCHAFFER YEOMAN, DIANER |
| Sec/Twp/Rng | 16-86-03 | Class | A | | PO BOX 30 |
| Property Address | | Acres | 10.87 | | MONTICELLO, IA 52310-0030 |
| District | MONAG | | | | |
| Brief Tax Description | 16 86 03 PARCEL 95-49 IN W 1/2 SW EXC LOT B, YEOMAN'S 3RD ADD & PARCELS 2017-91, 2017-92, 2017-93 (Note: Not to be used on legal documents) | | | | |

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 10/26/2020
Last Data Uploaded: 10/15/2020 5:43:01 PM

Developed by **Schneider**
GEO SPATIAL

City Council Meeting
Prep. Date: 10/29/2020
Preparer: Doug Herman



Agenda Item: 5
Agenda Date: 11/02/2020

Communication Page

Agenda Items Description: Resolution to authorize execution of Merchant Application between City of Monticello and openedge. (Agreement related to processing of on-line park and rec registration and rental payments.)

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

| |
|----------------------|
| Proposed Resolution |
| Merchant Application |
| |
| |

Fiscal Impact:

| | |
|-------------------|--|
| Budget Line Item: | |
| Budget Summary: | |
| Expenditure: | |
| Revenue: | |

Synopsis: The Proposed Resolution authorizes City Clerk to execute Merchant Application between City and “openedge”, setting forth the terms and provisions related to the processing of on line payments made for park and rec registration and rental fees.

Background Information: This Park and Rec. Dpt. has been in the process of moving towards the implementation of an on-line registration system for park and rec. activities. When folks register on-line they will also pay on-line. Jacob investigated what other communities were doing and determined that “openedge” was used by many of the communities utilizing the on-line registration program chosen by the Park and Rec. Dpt. I asked Jacob to look into the current City credit card processing company for comparison of fees, primarily, and after doing so it was determined that the fees charged by “openedge” were lower for this purpose. Sally reached out to some other Cities that I believe had used “openedge” to process their City payments, utilities and the like, and was told by at least some of them that “openedge” had higher fees than another processor they had switched to. Sally had some other concerns with the language of the 27 page document and was uncomfortable signing it without my review and your approval.

I carefully reviewed the entire “Merchant Application”, reviewed questions I had with Jacob and then reviewed my questions with a representative of “openedge” via phone. There are many terms in the agreement that just don’t apply to our situation, that are boilerplate of sort. Having the terms there doesn’t concern me as they are merely inapplicable to our arrangement. (They would apply to other circumstances and for that reason are built into the standard “Merchant Application”) One concern Sally has was the potential ability of people to pay the City with paypal and the timeliness of our receive of funds paid in that fashion. While PayPal is referenced in the agreement, it is not a payment option for the type of payments we will be accepting. In actuality, we can choose which payment options we will accept. (Visa, MasterCard, Discover, American Express, etc.)

Jacob and I also reviewed a report from Solon Iowa that broke out registration fees and transactions. Jacob has established a comfort level with the program and believes it makes sense to keep moving forward.

Also important to me was our ability to cancel at, basically, any time if we determined that we should go another direction. I requested and received a document, attached, clarifying that we could terminate the agreement at any time without cause and would not be assessed early termination fees. (See "Early Termination Fee Indemnity Agreement" that has been attached hereto as the first page of the "openedge" application.

Staff Recommendation: I recommend that the Council approve the proposed Merchant Application.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #2020-52

Resolution to authorize execution of Merchant Application between City of Monticello and "openedge".

WHEREAS, The Park and Recreation Dpt. is moving forward with an on-line registration and payment platform, allowing registrants of Park and Rec. activities to register on-line and to make registration payments on-line as well in addition to making facility rental payments on-line, and

WHEREAS, The Park and Rec. Dpt. has explored a couple options related to the receipt of on-line payments, looking at the software firm's recommended processor "openedge" and also looking at the processor used by the City of Monticello to process, primarily, utility accounts, and

WHEREAS, The Park and Rec. Director, after looking into the options, reviewing the Merchant Application with the City Administrator, after a conference call with an "openedge" representative that also involved the City Administrator to cover various questions related to the Merchant Application, and after checking with other communities that utilize "openedge" finds that the City should proceed with "openedge" as the processor of on-line payments made for Park and Rec. activities and rentals, and

WHEREAS, The City Council finds that the City Clerk should be, and is hereby, authorized to execute the Merchant Application on behalf of the City of Monticello.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the proposed Merchant Application between the City of Monticello and "openedge" and authorizes the City Clerk to execute the Application on the Council's behalf.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 2nd day of November, 2020.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



Date: 10/21/2020

Merchant Name: City of Monticello and Recreation

EARLY TERMINATION FEE INDEMNITY AGREEMENT

Notwithstanding the provisions of the Global Payments Direct, Inc. ("Global Direct") "Card Services Agreement", or Section 13, Term and Termination, of the Global Direct "Card Services Terms & Conditions" (collectively the "Agreement"), OpenEdge Payments LLC ("OpenEdge") will indemnify and hold Merchant harmless from fees or charges imposed by Global Direct based solely upon Merchant's termination of its Agreement with Global Direct prior to the expiration term set forth in Section 13, Term and Termination.

Nothing herein contained shall bind OpenEdge to waive any other charges or fees imposed under the Agreement for any reason other than termination at Merchant's request prior to the scheduled expiration date. Merchant's notice of intent to terminate its Agreement with OpenEdge must be made in writing, submitted directly to OpenEdge by mail to 2578 West 600 North, Lindon, UT 84042 or via OpenEdge's online account closure form located at <https://openedgepayments.com/customercare/accountclosure>. Failure to notify OpenEdge of Merchant's intent to terminate in accordance with this Agreement shall void any obligation on the part of OpenEdge. All other terms and conditions of the Agreement shall remain in full force and effect.

OpenEdge Payments LLC

By: 

Name: Matt Hyde

Title: VP, OpenEdge Sales



Merchant Application

| Business Information | | | |
|--|-------------|--|-------------|
| <i>Merchant's DBA Name/Outlet Name:</i> City of Monticello - Parks and Recreation | | <i>Merchant's Legal Name:</i> City of Monticello | |
| <i>Physical Street Address (No P.O. Box):</i> 766 N. Maple St | | <i>Legal Address:</i> 766 N. Maple St | |
| <i>City, State, Zip:</i> Monticello, IA 52310 | | <i>City, State, Zip:</i> Monticello, IA 52310 | |
| <i>DBA Phone:</i> (319) 465-6640 | <i>Fax:</i> | <i>Corp. Phone:</i> (319) 465-6640 | <i>Fax:</i> |
| <i>Contact Name at this Address:</i> Jacob Oswald | | <i>Contact Name at this Address:</i> Jacob Oswald | |
| <i>E-Mail:</i> joswald@ci.monticello.ia.us | | <i>E-Mail:</i> joswald@ci.monticello.ia.us | |
| <i>Customer Service Phone # (Required for MOTO and Internet merchants only):</i> (319) 465-6640 | | | |
| <i>Website Address (Required for Internet merchants):</i> http://www.ci.monticello.ia.us/ | | | |

| Merchant Profile | | | |
|---|--|---|--|
| <i>Ticker Symbol:</i> | | <i>Market Type:</i> | |
| <i>Type of Ownership:</i> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality | | <input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input checked="" type="checkbox"/> MO/T/O <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-Card <input type="checkbox"/> Cash Advance <input type="checkbox"/> E-Commerce <input type="checkbox"/> Other | |
| <i>Type of Goods or Services Sold:</i> Parks & Rec | | <i>SIC Code:</i> 9399 | |
| <i>Years in Business Under Current Ownership:</i> 120 | | <i>Federal Tax ID #:</i> 426004981 | |
| <i>Do you currently accept AMEX/Visa/MasterCard/Discover?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | |

Does merchant accept transactions before the customer receives product or service? Yes No If yes:
 How long does customer wait before product is received? day(s) % of sales in this category
 % cost that is prepayment?

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? Yes No If yes:
 Duration of extended service or benefit (in weeks):

Annual Amex/Visa/MC/Discover Sales: \$62,000.00 Average Ticket: \$30.00 Total Amex/Visa/MC/Discover Sales (multiple locations only):

Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

- Important Member Bank (Acquirer) Responsibilities**
1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant.
 2. A Visa Member must be a principal (signer) to the Card Services Agreement.
 3. The Visa Member is responsible for and must provide settlement funds to the Merchant.
 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
 5. The Visa Member is responsible for educating Merchants on pertinent Visa International Operating Regulations with which Merchants must comply.

- Important Merchant Responsibilities**
1. Ensure compliance with cardholder data security and storage requirements.
 2. Maintain fraud and chargebacks below thresholds.
 3. Review and understand the terms of the Card Services Agreement.
 4. Comply with Visa International Operating Regulations.

Merchant Resources

You may download "Visa Regulations" from Visa at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
 You may download "MasterCard Rules" from MasterCard at:
<http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>
 You may download additional Merchant information from Discover at:
<http://www.discovernetwork.com/merchants/index.html>
 You may download "American Express Merchant Operating Requirements" at:
https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf

The responsibilities listed above do not supersede terms of the Card Services Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the Merchant have any problems.

| | | | |
|------------------------------|--|-----------------------------|--------------|
| <i>Merchant's Signature:</i> | <i>Name (printed):</i> Sally Hinrichsen | <i>Title:</i> City Clerk | <i>Date:</i> |
|------------------------------|--|-----------------------------|--------------|

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

Credit/Debit Card Services and Fee Schedule

| Plan Type | New | Existing | Existing Merchant # | Discount Rate | Per Item | Per Auth |
|---|-------------------------------------|--------------------------|---------------------|---------------|----------|----------|
| <input checked="" type="checkbox"/> VISA Credit | <input checked="" type="checkbox"/> | N/A | N/A | 3.0000% | \$0.3000 | \$0.0000 |
| <input checked="" type="checkbox"/> VISA Check | <input checked="" type="checkbox"/> | N/A | N/A | 3.0000% | \$0.3000 | \$0.0000 |
| <input checked="" type="checkbox"/> MasterCard Credit | <input checked="" type="checkbox"/> | N/A | N/A | 3.0000% | \$0.3000 | \$0.0000 |
| <input checked="" type="checkbox"/> Debit MasterCard | <input checked="" type="checkbox"/> | N/A | N/A | 3.0000% | \$0.3000 | \$0.0000 |
| <input checked="" type="checkbox"/> Discover Credit | <input checked="" type="checkbox"/> | <input type="checkbox"/> | N/A | 3.0000% | \$0.3000 | \$0.0000 |
| <input checked="" type="checkbox"/> Discover Check | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | 3.0000% | \$0.3000 | \$0.0000 |
| <input checked="" type="checkbox"/> PayPal Credit (card present) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | N/A | 3.0000% | \$0.3000 | \$0.0000 |
| <input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB | <input type="checkbox"/> | <input type="checkbox"/> | | 2.8500% | \$0.1500 | |
| <input checked="" type="checkbox"/> Debit (other than Visa or MC) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | \$0.2900 | |
| <input checked="" type="checkbox"/> EBT | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | \$0.3500 | |
| <input checked="" type="checkbox"/> American Express | <input type="checkbox"/> | <input type="checkbox"/> | | 3.0000% | \$0.3000 | \$0.0000 |
| <input checked="" type="checkbox"/> American Express Prepaid | <input type="checkbox"/> | <input type="checkbox"/> | | 3.0000% | \$0.3000 | \$0.0000 |

Merchant FNS# _____

Cash Benefits: YES NO

Daily Discount: YES NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Tiered | <input type="checkbox"/> Pass-Through Plus | <input type="checkbox"/> Interchange Plus |
| 0.00% Rewards Discount | Pass-Through Plus | |
| 0.00% Mid-Qualified Discount | | |
| 0.00% Non-Qualified Discount | | |

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

| | | |
|--|-----------------------------------|--|
| \$0.00 Non-Refundable Application Fee * | \$2.50 Virtual Site Survey Fee * | \$15.00 Chargeback Fee * |
| \$0.00 Membership Fee | \$5.00 Retrieval Fee * | Monthly Debit Card Membership Fee |
| \$0.00 Monthly Regulatory Compliance Fee | \$5.00 Minimum Monthly Discount | Global Transport VT (Recurring Billing) |
| Annual Association Technology Fee | \$0.05 Voice AVS Fee * | Setup Fee * |
| Global Access @dVantage Monthly Fee | \$14.75 PCI ASSURE Monthly Fee | Global Transport VT (Recurring Billing) |
| \$0.60 Voice Authorization Fee * | \$39.00 PCI ASSURE Non-Compliance | Monthly Fee |
| \$0.00 Batch/ACH Fee * | Fee (monthly) | Global Transport VT (Recurring Billing) |
| \$15.00 Non-Sufficient Fund * | Data Monitoring Fee * | Transaction Fee * |
| \$0.00 Account Maintenance Fee | Other: _____ | \$0.00 Customer Engagement Suite (Monthly) |
| Gateway Monthly Fee | Gateway Setup Fee | |

Association Fees and Assessments (Per occurrence fees marked with a *)

| | |
|--|---|
| 0.0000% GP Fee - DISC Assessments * | \$0.0000 GP Fee - MC Acct Status Inquiry * |
| 0.0000% GP Fee - DISC Intl Processing * | \$0.0000 GP Fee - MC Data Integrity * |
| 0.0000% GP Fee - DISC Intl Service * | \$0.0000 GP Fee - MC CVC2 * |
| \$0.0000 GP Fee - DISC Program Integrity Fee * | 0.0000% GP Fee - MC Assessments * |
| 0.0000% GP Fee - PayPal Assessment * | 0.0000% GP Fee - MC Assessments Lg Tkt * |
| \$0.0000 GP Fee - PayPal Participation * | 0.0000% GP Fee - MC Acceptance & Licensing * |
| 0.0000% GP Fee - VISA Assessments-Credit * | 0.0000% GP Fee - MC Cross Bdr Domestic * |
| 0.0000% GP Fee - VISA Assessments-Debit * | 0.0000% GP Fee - MC Cross Bdr Foreign * |
| 0.0000% GP Fee - VISA Intl Svc Assessment-Purchase * | 0.0000% GP Fee - MC Acq Program Support * |
| 0.0000% GP Fee - VISA Intl Svc Assessment * | 0.0000% GP Fee - MC Digital Enablement * |
| 0.0000% GP Fee - VISA Intl Acquiring * | \$0.0000 GP Fee - MC Monthly Fee |
| \$0.0000 GP Fee - VISA Trans Integrity * | 0.0000% GP Fee - MC Integrity - Final Auth (Max) * |
| \$0.0000 GP Fee - VISA APF - Credit * | \$0.0000 GP Fee - MC Integrity - Final Auth (Min) per Auth PI * |
| \$0.0000 GP Fee - VISA APF - Debit * | \$0.0000 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI * |
| \$0.0000 GP Fee - VISA APF Intl - Credit * | 0.0000% GP Fee - AMEX Inbound * |
| \$0.0000 GP Fee - VISA APF Intl - Debit * | 0.0000% GP Fee - AMEX Network * |
| \$0.0000 GP Fee - VISA AVS Only * | 0.0000% GP Fee - AMEX CNP * |
| \$0.0000 GP Fee - VISA Misuse of Auth * | 0.0000% GP Fee - AMEX Access * |
| \$0.0000 GP Fee - VISA Account Verification Fee Credit * | 0.0000% GP Fee - Settlement Funding Fee * |
| \$0.0000 GP Fee - VISA Account Verification Fee Debit * | \$0.0000 GP Fee - Settlement Funding Fee PI |
| \$0.0000 GP Fee - VISA Account Verification Fee Intl * | 0.0000% GP Fee - Risk Assessment Fee |
| \$0.0000 GP Fee - VISA KiloByte Fee | \$0.0000 GP Fee - Risk Assessment Fee PI |

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)
 X _____, an individual

Name (printed):
 Sally Hinrichsen

Signature of Guarantor (please sign below)
 X _____, an individual

Name (printed):

Owner/Officer Information

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Sally Hinrichsen Title: City Clerk Equity Owned: 0% Date of Birth (mm/dd/yyyy): 09/09/1999 Social Security #: 999-99-9999 Home Phone #: (319) 465-6640
 Home Address: 766 N Maple St City: Monticello State: IA Zip Code: 52310 Years There: 2
 Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Name: Title: Equity Owned: Date of Birth (mm/dd/yyyy): Social Security #: Home Phone #:
 Home Address: City: State: Zip Code: Years There:
 Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Name Title: Equity Owned: Date of Birth (mm/dd/yyyy): Social Security #: Home Phone #:
 Home Address: City: State: Zip Code: Years There:
 Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Name Title: Equity Owned: Date of Birth (mm/dd/yyyy): Social Security #: Home Phone #:
 Home Address: City: State: Zip Code: Years There:
 Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? Yes No If "Yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

| | Routing Number: | DDA/Checking Account#: | Deposit | Discount | Chargebacks | Equipment | Supplies | Misc. Fees |
|--------|-----------------|------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Bank 1 | 073911870 | 40002008 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Bank 2 | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bank 3 | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bank 4 | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: Retail Location with Store Front Office Building Residence Other: _____

Surrounding Area: Commercial Industrial Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? Yes No

If no, explain: _____
 Does the Merchant use a Fulfillment House? Yes No If yes, was the Fulfillment House inspected? Yes No

The Merchant: Owns Leases the business premises

Further comments by inspector (must complete): _____
 I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____ Representative Signature: X _____ Date: _____

Sales Rep Name: _____ Sales Rep Code: _____ Sales Phone Number: _____ Sales Email Address: _____

Amex annual volume < \$1,000,000 YES NO Amex Acceptance YES NO Amex Marketing YES NO

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

Name (printed):

Title:

Date:

X

Sally Hinrichsen

City Clerk

Hardware

| Quantity | Hardware Device | Rental/Purchase | Unit Price |
|----------|-----------------|-----------------|------------|
|----------|-----------------|-----------------|------------|

Special Instructions:

Rate Table: N (M)

Global Terminal Type: ZQ2

Cardholder Data Storage, Compliance or Service Provider

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

| | | | |
|---|---|--|---|
| Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A |
| Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A |
| The signing merchant listed below has experienced an account data compromise. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A (I have never accepted payment cards) |
| The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A (I have never accepted payment cards) |
| Merchant utilizes an EMV enabled terminal | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> N/A |

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions for Government Entities, revision number v2.2020, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

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

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

| | | | |
|--|-------------------------------------|---------------------------|-------|
| Merchant's Signature - Owner/Officer Name 1: | Name (printed): Sally Hinrichsen | Title: City Clerk | Date: |
| Merchant's Signature - Owner/Officer Name 2: | Name (printed): | Title: | Date: |
| Merchant's Signature - Owner/Officer Name 3: | Name (printed): | Title: | Date: |
| Merchant's Signature - Owner/Officer Name 4: | Name (printed): | Title: | Date: |
| Signing for Global Payments Direct, Inc.: | Name (printed): | Title: | Date: |
| Signing for Member: | Name (printed): | Name of Member (printed): | Date: |

Merchant's Electronic Signature Details:

Logged In User:
IP Address:
Date and Time:

CARD SERVICES TERMS & CONDITIONS – GOVERNMENT ENTITIES

1. GENERAL.

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

2. SERVICE DESCRIPTIONS.

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

government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").

- 2.3. Provisions regarding debit card services are set forth in section 27 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 29 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 30 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("**PCI**") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the maximum extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs except to the extent that such fines, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both: (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal**

Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent permissible under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.
4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.
5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, fines, penalties, etc. charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).
6. **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**
- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software

related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent permissible under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent permissible under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any

third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.
10. **WARRANTIES AND REPRESENTATIONS.**
 - 10.1. Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, or proprietor of

Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation PCI Data Security Standards, Visa's Cardholder Information Security Program and Mastercard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

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

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

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by

operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent permissible under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1. *Neither Member nor Global Direct shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.*
- 12.2. *The liability of Global Direct and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed three months average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.*
- 12.3. *Under no circumstances shall Global Direct or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of placement of a merchant's name on any terminated merchant list for any reason even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.*
- 12.4. *It is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, if a billing error occurs, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.*
- 12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

13. TERM AND TERMINATION.

- 13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year (the “**Initial Term**”). The Card Services Agreement will automatically renew for additional one year periods (“**Renewal Term**” or “**Renewal Terms**”, and together with the Initial Term, the “**Term**”) unless Merchant gives 30 days’ advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant’s state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.
- 13.2. Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant’s default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant’s activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant’s terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant’s average ticket or volume as stated in the Merchant Application, or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.
- 13.3. If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.
- 13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant’s account(s). If the deposit has already been posted to Merchant’s account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant’s obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant’s expense.
14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant’s accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due

hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent permissible under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

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

16. DEFAULT/SECURITY INTEREST.

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account; (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a

secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent permissible under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. **Class Action Waiver:** *Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.*

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Global Direct either through written communication or on its Merchant website located at: <https://reporting.globalpay.com>. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that Global Direct will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection

with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. **GENERAL.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
22. **NOTICES.** All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
 - 27.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("**Applicable Laws**") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for

Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

27.2. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 27 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

27.3. If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 27 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. **DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it

periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30. **CALLPOP OPENEDGE SERVICES.**

30.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

30.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30.3. *Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.*

31. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program

Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

32. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

33. **AMERICAN EXPRESS CARD ACCEPTANCE.**

33.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

33.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 33 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 33, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

33.3. Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and

other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 33 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

33.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

33.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

33.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

33.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

34. ELECTRONIC SIGNATURES.

34.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

34.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

35. SURCHARGES/OTHER FEES.

35.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced

are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

35.2. The items listed in this section 35 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

35.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

35.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

35.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

35.6. Merchant will also be assessed a Discover Network Authorization Fee.

35.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

35.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and

prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

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

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

Restaurant Electronic Merchant

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

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

Supermarket Electronic Merchant

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

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

Emerging Market Electronic Merchant

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

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

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

MOTO Electronic Merchant

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

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

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

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

Public Sector Electronic Merchant

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

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

Purchase Card Electronic Merchant

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

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

Lodging/Auto Rental Electronic Merchant

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

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

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

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

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

Card Present / Mag Stripe Failure:

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

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

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

Contact information for Member is listed in the Merchant Application.

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

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

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

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

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

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

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

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

Additional Owners
 Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

| | | | | | |
|---|---------------|----------------------|------------------------------------|---------------------------|----------------------|
| <i>Name:</i> | <i>Title:</i> | <i>Equity Owned:</i> | <i>Date of Birth (mm/dd/yyyy):</i> | <i>Social Security #:</i> | <i>Home Phone #:</i> |
| <i>Home Address:</i> | | | <i>City:</i> | <i>State:</i> | <i>Zip Code:</i> |
| <i>Former Address (if less than 1 year at current address):</i> | | | <i>City:</i> | <i>State:</i> | <i>Zip Code:</i> |

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|---|---------------|----------------------|------------------------------------|---------------------------|----------------------|
| <i>Name:</i> | <i>Title:</i> | <i>Equity Owned:</i> | <i>Date of Birth (mm/dd/yyyy):</i> | <i>Social Security #:</i> | <i>Home Phone #:</i> |
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| <i>Former Address (if less than 1 year at current address):</i> | | | <i>City:</i> | <i>State:</i> | <i>Zip Code:</i> |

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|---|---------------|----------------------|------------------------------------|---------------------------|----------------------|
| <i>Name</i> | <i>Title:</i> | <i>Equity Owned:</i> | <i>Date of Birth (mm/dd/yyyy):</i> | <i>Social Security #:</i> | <i>Home Phone #:</i> |
| <i>Home Address:</i> | | | <i>City:</i> | <i>State:</i> | <i>Zip Code:</i> |
| <i>Former Address (if less than 1 year at current address):</i> | | | <i>City:</i> | <i>State:</i> | <i>Zip Code:</i> |

| | | | |
|------------------------------|------------------------|---------------|--------------|
| Merchant's Signature: | Name (Printed): | Title: | Date: |
| | Sally Hinrichsen | City Clerk | |

City Council Meeting
Prep. Date: 10/26/20
Preparer: Doug Herman



Agenda Item: 6
Agenda Date: 11/02/2020

Communication Page

Agenda Items Description: Ordinance Amending the Code of Ordinances of the City of Monticello by amending Chapter 23, Parks and Recreation Board, Section 23.02 Board Organization

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Proposed Ordinance Amendment

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Proposal by Park and Rec. Board to increase Board size to seven (7) with up to two living outside the City limits.

Background: Board currently set at 5 persons with up to one being allowed to live outside the City limits. The Board has troubles getting a quorum at times and has agreed that increasing the size of the Board may help on that front and will also bring in more opinions, input, and potential volunteers. (Five-member board requires 3 for a quorum, seven-member board requires 4 for a quorum.)

Park Board and staff both support this change. Change requires approval of three readings of an Ordinance.

Staff Recommendation: I recommend that the Council consider the second reading of the proposed Ordinance.

ORDINANCE NO.

An Ordinance amending the Monticello Code of Ordinances, by amending Chapter 23 "Parks and Recreation Board".

BE IT ENACTED by the City Council of the City of Monticello, Iowa:

That Section 23.02 Board Organization, which currently reads as follows shall be deleted in its entirety and replaced with the language shown below under the heading "Proposed:

A. Deletion and Replacement of Language:

Current 23.02 to be deleted:

The Board shall consist of five members appointed by the Council. Of this membership, one member may be a nonresident of the City. In addition, the Mayor, the Parks and Recreation Director and one Council member appointed by the Mayor shall serve as ex officio members of the Board. The Council may, for good cause shown, appoint such other ex officio members as the Council feels would be beneficial to the parks and recreation program of the City. Ex officio members shall not be entitled to vote on any matter before the Board.

Proposed 23.02 to replace deleted 23.02:

The Board shall consist of *seven* members appointed by the Council. Of this membership, *no more than two* members may be nonresidents of the City. In addition, the Mayor, the Parks and Recreation Director and one Council member appointed by the Mayor shall serve as ex officio members of the Board. The Council may, for good cause shown, appoint such other ex officio members as the Council feels would be beneficial to the parks and recreation program of the City. Ex officio members shall not be entitled to vote on any matter before the Board.

B. Repealer:

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

C. Severability:

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

D. Effective Date

This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

1st reading passed by the Council on this
2nd reading passed by the Council on this
3rd reading passed by the Council on this

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # ____ was published in the Monticello Express on the ____ day of _____, 2020.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 10/29/2020
Preparer: Doug Herman



Agenda Item: Reports
Agenda Date: 11/02/2020

Communication Page

Agenda Items Description: Reports

Type of Action Requested: Motion; Resolution; Ordinance; **Reports**; Public Hearing; Closed Session

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:

n/a

Budget Summary:

n/a

Expenditure:

n/a

Revenue:

n/a

Reports / Potential Action:

Reports / Potential Action:

1. City Administrator
 - a. Digital Sign: Demolition / Repair Light Box: I am working on getting updated quotes for demolition and repair to the lighted sign area.
 - b. Budget: Will have draft budget ready to review by next Council Meeting
 - c. Employee Handbook: Will have draft handbook e-mailed to you by 11/2 or 11/3. May not include all job descriptions yet. Will talk about some key provisions at 11/2 and 11/16 meeting and potentially approve on 12/07
2. Police Chief
3. Public Works Director
4. Park and Recreation
5. City Engineer

Stephen J. Intlekofer
121 East Grand Street
Monticello, IA 52310

October 26, 2020

To: City Administrator, The Mayor and City Councilpersons
City of Monticello
200 E. 1st Street
Monticello, IA 52310
Phone: 319-465-3577
Email: dherman@ci.monticello.ia.us

From: Stephen J. Intlekofer

Subject: Sudden Interest in Parking at 520 S. Cedar Street

Dear Mr. Herman, et al.

1. Need some clarification on some points raised in your attached letter.
2. This issue is so narrowly framed that only someone in government has a concern. Who is that person?
You tried to distance yourself in your opening statement...I know you have good instincts.
3. You know nothing has changed at 520 S. Cedar Street for months since it was completed...
4. It appears there are two complaints, that the city is concerned about:
 - A. Dustless parking area
 - B. No parking in the front yard area or planeIs this correct?
5. The language you cite, appears to be from the new ordinance that was recently passed. If this is true, has the city abandoned the concept of "grandfathering"? The ordinance passed after the project was completed... and should only apply to situations that arise post passing-correct?
6. The clever little person who brings this complaint apparently hasn't opened his eyes around town. There are literally dozens of these "violations" particularly in the older parts of town. He apparently wants to deal with a mob at the next council meeting, or he thinks we don't pay attention. Which?
7. Let's be honest. This letter isn't about Steve Intlekofer or Jayne Intlekofer. It is about the black family who rents from us at the 520 S. Cedar address, and the systemic racism displayed by the city prior to their lease, and now again since you failed to stop them from living there. This is pure harassment. Correct?
8. Here is a list of white people who have the same issues. If this complaint isn't racism in its worst form-they need a letter, too. (I see now why you stayed off this, Doug-it's opening a can of worms that will be your legacy from your stay in the city of Monticello and could follow you to your new job for the next 2-3 years.

P.S. I took ½ hr. of my time to find dozens of similar violations. If the city isn't racist (and I know they are), I would recommend letters to all the other residents who have the same issue. They should be forthcoming-right? This will aid in your defense, I would guess.

P.P.S. In that same ½ hr. I noticed 20-30 residences who do not have house numbers. Perhaps this is a more critical issue than dust free or front yard parking? Would you like me to give you a list of these, as well?

P.P.P.S. Perhaps we should make this an agenda item-after you send the violation letters.... Let's have the complainant give his side of the story-in public. What do you think? I can provide rebuttal...and provide leadership for the other offenders...

| <u>Resident</u> | <u>Address</u> | <u>Dust-Free Parking?</u> | <u>Parking in the Front Yard Plane</u> |
|------------------------------|--------------------------------|-------------------------------|--|
| Wallace Tuetken | 511 W. 1 st Street | No-gravel | Yes-violation |
| Kent Knopp | 521 W. 1 st Street | No-gravel | Yes-violation |
| Stephen Intlekofer | 529 W. 1 st Street | Yes | Yes-violation |
| Mitch Simmons | 418 W. 1 st Street | Yes | Yes-violation |
| Dave & Audrey Savage | 717 W. 1 st Street | Yes | Yes-violation |
| Jeff & Kristy Hoeger | 1008 N. Maple Street | No-gravel | Yes-violation |
| Jerry & Mary Eggiman | 1007 N. Maple Street | No-gravel | No-behind line |
| Jeff & Kristy Hoeger | 1002 N. Maple Street | No-gravel | No-behind line |
| Nicholas McGovern | 1001 N. Maple Street | No-gravel | No-behind line |
| Karen Bloomquist | 202 E. 9 th Street | No-gravel | No-behind line |
| Nordan Properties, LLC. | 920 N. Cedar Street | No-gravel | Yes-violation |
| Lisa Winch | 906 N. Cedar Street | No-gravel | No-behind line |
| Sidney Schatz | 930 N. Cedar Street | No-gravel | No-behind line |
| Cletus & Joann Kehoe | 107 E. 10 th Street | Yes | Yes-violation |
| Jason Paulsen | 132 W. 10 th Street | No-gravel | No-behind line |
| Amanda Tuetken | 131 W. 10 th Street | Yes | Yes-violation |
| Mitchell Miller & Tara Long | 931 N. Maple Street | Yes | Yes-violation |
| Matthew & Shelley Payton | 815 N. Maple Street | No-gravel | Yes-violation |
| Julie Gassman & Reid Adamson | 811 N. Maple Street | No-gravel | Yes-violation |
| Joshua & Allison Kelchen | 759 N. Maple Street | Yes | Yes-violation |
| Joel Tuel | 719 N. Maple Street | No-gravel | Yes-violation |
| Travis & Alyssa McNally | 635 N. Maple Street | Yes | Yes-violation |
| Lonnie & Debbie Chapman | 523 N. Maple Street | No-gravel | No-behind line |
| Allen & Karen Schocker | 515 M. Maple Street | Yes | Yes-violation |
| Jennifer Wolfe | 501 N. Maple Street | No-gravel | No-behind line |
| Tracy & Jill Cigrand | 435 N. Maple Street | No-gravel | No-behind line |
| Mike Simmons | 429 N. Maple Street | No-gravel | No-behind line |
| Jacob Heasty | 423 N. Maple Street | No-gravel | No-behind line |
| Joshua Rave & Erin Eganhouse | 419 N. Maple Street | No-gravel | No-behind line |
| Jason Eby | 345 E. 3 rd Street | No-gravel | No-behind line |
| Matthew Kurnley | 341 E. 3 rd Street | No-gravel | No-behind line |
| McMatt Properties | 320 E. 3 rd Street | Yes | Yes-violation |
| Herbert Manternach | 318 E. 3 rd Street | No-gravel | No-behind line |

If these issues are really important, should they be addressed on the building permit application? As in:

1. Do you intend to park in the front yard of your structure? or,
2. Since you are renovating, you are required to bring you drive and parking up to code. It must be dust-free before approval is granted on your addition or renovation, and you and you must park **behind** the plane of the front of your house.